

AUCTION TERMS AND CONDITIONS

Tumwater, Washington

Effective date: September 16, 2026

Last updated: September 16, 2026

These Auction Terms and Conditions (the **"Agreement"**) govern participation in auctions conducted by Venues Unlimited, Inc., doing business as Bid Venues (**"Bid Venues," "Auctioneer," "we," "us," or "our"**). The individual or entity that registers or places a bid is referred to as the **"Bidder."** A Bidder who is the successful high bidder on a Lot is also referred to as the **"Purchaser."**

By registering for an auction, accepting these terms electronically, or placing a bid, the Bidder represents that the Bidder has read, understands, and agrees to be bound by this Agreement and any auction-specific terms posted for the applicable auction. If the Bidder is acting for a business or another person, the Bidder represents that the Bidder has authority to bind that business or person, and both the Bidder and the represented party will be responsible for all obligations arising from the account.

1. AUCTION FORMAT AND ORDER OF TERMS

Auctions are conducted online. Merchandise may be offered individually or in groups as separate units of sale (each, a **"Lot"**). Each Lot constitutes a separate sale.

The following documents collectively govern each auction:

1. These Auction Terms and Conditions;
2. Auction-specific notices, dates, payment instructions, and removal requirements posted on the auction page; and
3. Any express guarantee or special condition stated in an individual Lot description.

If these documents conflict, an express term stated in the individual Lot description controls for that Lot, followed by the auction-specific terms, and then this Agreement.

2. ELIGIBILITY, REGISTRATION, AND ACCOUNT SECURITY

A Bidder must be at least 18 years old, legally capable of entering a binding contract, and registered and approved for the applicable auction. Bid Venues may require valid identification, a valid payment card, proof of funds, a deposit, additional verification, or other information before approving or continuing bidding privileges.

The Bidder is responsible for maintaining the confidentiality and security of the Bidder's username, password, and account. All bids placed through the Bidder's account will be treated as authorized by the Bidder unless Bid Venues determines otherwise in its discretion. The Bidder must promptly notify Bid Venues of suspected unauthorized access.

Bid Venues may approve, reject, suspend, limit, or revoke bidding privileges when reasonably necessary to protect the auction, enforce these terms, address nonpayment or misconduct, comply with law, or protect Bid Venues, a consignor, or other participants.

A valid credit or debit card is required when an account is created or when a Bidder registers for an auction. A temporary authorization, currently \$1.00, may be submitted to verify the card. An authorization is not a completed charge, although it may temporarily appear as pending. The issuing financial institution determines when the authorization is released.

3. AUCTIONS WITHOUT RESERVE

UNLESS AN AUCTION OR LOT IS EXPRESSLY IDENTIFIED OTHERWISE, ALL BID VENUES AUCTIONS ARE CONDUCTED WITHOUT RESERVE. Once bidding has opened on a Lot and a bid has been received, the Lot will not be withdrawn except when the sale cannot reasonably be completed because of theft, casualty, a title defect, a material catalog or platform error, a legal restriction, or another circumstance beyond Bid Venues' reasonable control.

4. SELLER BIDDING AND FICTITIOUS BIDS PROHIBITED

Consignors may not bid on their own Lots, cause or direct another person to bid on their Lots, or otherwise artificially influence the bidding. Bid Venues does not knowingly permit fictitious, shill, or undisclosed seller bidding.

5. BIDDING; BINDING BIDS; CLOSE OF SALE

The Bidder is responsible for reviewing the Lot, bid amount, quantity, and all applicable terms before submitting a bid. **BIDS ARE INTENDED TO BE BINDING AND MAY NOT BE RETRACTED OR REMOVED AFTER SUBMISSION EXCEPT WITH BID VENUES' EXPRESS APPROVAL OR AS REQUIRED BY APPLICABLE LAW.** Bid Venues is not obligated to remove a bid submitted by mistake, by another person using the Bidder's account, or because the Bidder later changes the Bidder's mind.

The bidding platform may use maximum or proxy bidding and may automatically increase a Bidder's displayed bid according to the platform's increments, up to the Bidder's maximum authorized amount. The Bidder is responsible for understanding the platform before bidding.

Group Bidding. Bid Venues may place identical Lots into a bidding group. Lots within a group are scheduled to close at the same time but remain separate Lots and separate sales. A bid placed on one Lot applies only to that Lot; it does not constitute a bid on any other Lot in the group. A Bidder may bid on and win more than one Lot within the same group.

If a bid is received on any Lot in a bidding group during the final five (5) minutes before the group's scheduled closing time, the closing time for every Lot in that group will automatically be extended back to five (5) minutes. Each additional bid received on any Lot in the group during the extended final five-minute period will again extend the closing time for all Lots in the group to five (5) minutes. This process will continue until no bid is received on any Lot in the group during a complete five-minute period.

For Lots that are not part of a bidding group, the posted closing time may also be extended automatically when a bid is received near the scheduled close, as shown on the bidding platform. A Lot closes when the online platform records the completion of bidding for that Lot. Subject to resolution of any bidding dispute, the highest accepted bid at closing creates a binding purchase contract between the Purchaser and the seller through Bid Venues as the seller's agent.

Bid Venues may reject or void a bid, reopen bidding, or correct the sale result when reasonably necessary to address a material clerical error, a platform malfunction, duplicate or fraudulent bidding, a dispute concerning the timing or validity of bids, or another irregularity affecting the integrity of the sale. Bid Venues' records will control in resolving bidding disputes, subject to applicable law.

6. BUYER'S PREMIUM, TAXES, AND OTHER CHARGES

A buyer's premium of fifteen percent (15%) will be added to the successful bid amount for each Lot. The successful bid amount plus the buyer's premium is referred to as the "**Purchase Price.**"

Applicable sales tax will be charged on the Purchase Price and on any other taxable fees unless the Purchaser provides complete and valid exemption documentation acceptable to Bid Venues before payment is due. A Bidder claiming an exemption is responsible for the accuracy and legal sufficiency of the documentation provided.

Title, documentation, handling, storage, late-payment, processing, or other charges may apply when disclosed in this Agreement, the auction-specific terms, or the applicable Lot description.

7. PAYMENT

Full payment must be received in cleared funds by the deadline posted for the auction. Bid Venues may accept cash, debit card, credit card, wire transfer, or, with prior approval, a cashier's check. Accepted payment methods may be limited for particular transactions or customers based on transaction size, fraud risk, chargeback history, or verification requirements.

Visa, Mastercard, Discover, and American Express are currently accepted. A fee of three percent (3%) applies to credit-card payments. No such fee will be imposed on a debit-card transaction processed as a debit transaction. Any applicable payment fee will be disclosed before the payment is completed.

Online card payments are not available for amounts exceeding \$1,000. Wire transfers are strongly recommended for transactions exceeding \$5,000. Bid Venues may require identification, the payment card used, proof of payment, or other verification before releasing property. Purchases will not be released until payment has been verified and finally collected.

The Purchaser authorizes Bid Venues and its payment processor to charge the payment method on file for amounts due from the Purchaser in connection with the auction, including the Purchase Price, taxes, and disclosed fees, subject to applicable law and payment-network rules. An unsuccessful or declined charge does not extend the payment deadline or relieve the Purchaser of liability.

If a Purchaser is also a consignor, Bid Venues is not required to offset consignment proceeds against purchases. Unless Bid Venues agrees otherwise in writing, purchases must be paid separately, and consignment proceeds will be settled under the applicable consignment agreement.

The Purchaser agrees not to initiate a chargeback or payment reversal as a substitute for contacting Bid Venues about a dispute. This provision does not waive any right that cannot lawfully be waived. The Purchaser remains responsible for amounts validly due, along with costs resulting from an improper chargeback, to the extent permitted by law.

8. INSPECTION; CATALOG INFORMATION

Lots are generally available for inspection at the dates, times, and locations posted for the auction. The Bidder is strongly encouraged to inspect each Lot personally or through a qualified representative before bidding.

Photographs, descriptions, measurements, model numbers, serial numbers, hours, mileage, counts, condition statements, and other catalog information are provided as a convenience. They may be based on information supplied by a consignor or another source and may contain errors, omissions, estimates, or unidentified defects. Photographs may not show every component, defect, repair, alteration, or condition.

The Bidder is responsible for determining, before bidding:

- The identity, quantity, condition, completeness, authenticity, age, and value of the Lot;
- Whether the Lot is suitable and safe for the Bidder's intended use;
- Whether parts, manuals, keys, titles, accessories, or attachments are included;
- Whether repairs, certifications, permits, modifications, or regulatory compliance will be required; and
- All costs of removal, loading, transportation, repair, installation, and use.

Bid Venues will endeavor to make material catalog corrections known before a Lot closes. The Bidder must review the catalog and announcements for updates before bidding.

9. "AS IS, WHERE IS"; WARRANTY DISCLAIMER

EXCEPT FOR AN EXPRESS WRITTEN GUARANTEE STATED IN THE DESCRIPTION OF A PARTICULAR LOT, ALL LOTS ARE SOLD "AS IS," "WHERE IS," "WITH ALL FAULTS," AND WITHOUT RECOURSE.

Neither Bid Venues nor the consignor makes any representation or warranty, express or implied, concerning a Lot, including any warranty of **merchantability**, fitness for a particular purpose, title except as expressly stated, noninfringement, condition, quality, durability, safety, operability, design, accuracy of description, regulatory compliance, or conformity with any model, sample, photograph, or advertisement.

No oral statement by Bid Venues, a consignor, an employee, or another person creates a representation, guarantee, or warranty. No refund, price adjustment, rescission, or credit will be provided because of a defect, missing component, repair need, catalog error, or the Purchaser's failure to inspect, except when expressly provided by a written Lot guarantee.

10. EXPRESS LOT GUARANTEES

A guarantee or warranty applies only when the specific Lot description expressly uses the word **"guarantee"** or **"warranty"** and states the applicable terms. Any such protection is limited to the scope, claim procedure, and time period stated in that description.

Unless the Lot description states otherwise, a claim under an express guarantee must be submitted in writing within the stated claim period and before the Lot is altered, repaired, resold, dismantled, or removed beyond what is reasonably necessary for inspection. The Purchaser must provide reasonable documentation and allow Bid Venues a reasonable opportunity to inspect the Lot.

11. QUANTITIES AND COUNTS

Quantities described as "approximately," "estimated," "about," or similar language are estimates only. The Bidder must verify estimated quantities before bidding, and no adjustment will be made for a difference in an estimated count.

If a Lot is expressly offered with a precise count and the Purchaser claims a shortage, the Purchaser must notify Bid Venues before the Lot leaves the auction premises. Bid Venues will verify the count and determine an appropriate adjustment, if any. No quantity claim will be accepted after removal.

12. TITLE AND DOCUMENTATION

When a Lot is represented as having a title, registration, certificate of origin, or similar ownership document, Bid Venues will provide the document described after full payment and satisfaction of applicable requirements. Unless expressly guaranteed, Bid Venues does not warrant that a Lot can be registered, licensed, exported, operated on public roads, or used for a particular purpose.

Processing or delivery of title documents may take additional time. The Purchaser is responsible for title-transfer fees, registration, taxes, inspections, emissions compliance, permits, and other governmental requirements unless the Lot description expressly states otherwise.

If Bid Venues cannot deliver a represented title or other essential ownership document within a reasonable period, the Purchaser's exclusive remedy will be cancellation of that Lot and return of amounts paid for that Lot, unless applicable law requires another remedy.

13. POSSESSION, RISK OF LOSS, AND RELEASE

Legal and physical possession will not transfer until Bid Venues has received and verified full payment of all amounts due and has authorized release of the Lot.

Risk of loss or damage transfers to the Purchaser when the Purchaser, the Purchaser's representative, or the Purchaser's carrier begins handling, moving, dismantling, or loading the Lot, or when the Lot is released to any of them, whichever occurs first. Bid Venues is not responsible for loss or damage occurring after risk has transferred.

The Purchaser must inspect and confirm the correct Lot before removing it. Once a Lot has left the premises, claims that the wrong property was removed, that components were missing, or that the Lot differed from the catalog may be denied, subject to any express Lot guarantee.

14. REMOVAL, LOADING, AND TRANSPORTATION

All purchases must be removed during the posted removal dates and times. **Bid Venues does not provide shipping or delivery.** The Purchaser is solely responsible for arranging and paying for removal, loading, securing, transportation, permits, equipment, labor, and insurance.

Any forklift or loading assistance offered by Bid Venues is a courtesy, may be refused or discontinued, and does not make Bid Venues responsible for the Purchaser's removal operation. Bid Venues may decline to lift or load an item that it considers unsafe, unsuitable for available equipment, beyond equipment capacity, or insufficiently prepared for transport. The Purchaser remains responsible for properly securing all loads and complying with transportation laws.

The Purchaser may not dismantle, disconnect, alter, or remove attached equipment without Bid Venues' prior approval. Bid Venues or the consignor may require a removal plan, licensed contractor, proof of insurance, additional insured status, permits, or a refundable damage deposit for work involving dismantling, utilities, structures, hazardous conditions, or material alteration of a Lot or premises.

Lumber may not be cut on the auction premises. Purchasers of lumber must bring a vehicle or trailer capable of safely transporting each piece at its existing length and dimensions. Bid Venues may refuse or stop any onsite cutting or processing and may require the Purchaser to use different removal equipment or transportation.

The Purchaser is responsible for the acts and omissions of the Purchaser's employees, agents, contractors, guests, and carriers. The Purchaser must repair or pay for damage caused during inspection, removal, loading, or transportation.

15. SAFETY AND PREMISES RULES

Auction and removal locations may contain moving vehicles and forklifts, heavy or unstable objects, sharp edges, trip or slip hazards, electrical equipment, batteries, pressurized containers, fuels, chemicals, and other known or unknown hazards.

Every person entering the premises must:

- Follow posted rules and instructions from Bid Venues or site personnel;
- Remain alert to vehicles, machinery, and loading activity;
- Use appropriate personal protective equipment;
- Avoid operating, energizing, climbing on, or testing property without permission;

- Keep clear of restricted and active loading areas; and
- Use qualified personnel for specialized removal or disconnection work.

No safety inspection has been performed on any Lot unless expressly stated. The Purchaser must have each Lot inspected, repaired, and made compliant by qualified persons before installation, operation, resale, or use.

Children and other persons not involved in removal should not be brought to the premises. If permitted to enter, minors must remain under the direct supervision and control of a parent or legal guardian at all times.

16. FAILURE TO PAY OR REMOVE; ABANDONED PROPERTY

If the Purchaser does not pay all amounts due or remove all purchases by the applicable deadlines, the Purchaser will be in default. To the extent permitted by law, Bid Venues may exercise one or more of the following remedies, with or without additional notice:

1. Charge an authorized payment method on file;
2. Withhold release of any Lots;
3. Suspend or revoke bidding privileges;
4. Cancel the sale and retain or recover damages allowed by law;
5. Move, store, or arrange for removal of the property at the Purchaser's risk and expense;
6. Charge disclosed or reasonable handling, transportation, storage, administrative, and collection costs;
7. Resell the property at public auction or private sale;
8. Recover the difference between the original amount due and the net resale proceeds;
9. Charge a resale commission of thirty percent (30%) of the resale price, with a minimum commission of \$50 per Lot, plus direct resale expenses;
10. Assess interest on past-due amounts at the lesser of eighteen percent (18%) per year or the maximum lawful rate; and
11. Recover reasonable collection costs and attorneys' fees.

Property remaining after the removal deadline may be treated as abandoned after any notice required by applicable law. Bid Venues may relocate, store, resell, recycle, dispose of, or otherwise handle abandoned property as permitted by law. The Purchaser remains responsible for resulting costs and any deficiency. Any net resale proceeds will be credited against the Purchaser's obligations after deduction of commissions and expenses. A surplus, if any, will be handled as required by applicable law.

Bid Venues' remedies are cumulative. Exercise of one remedy does not prevent the exercise of another.

17. NONDELIVERY OR CASUALTY

Occasionally, a Lot may become unavailable because of theft, loss, damage, casualty, a title problem, a legal restriction, or another circumstance that prevents delivery despite Bid Venues' reasonable efforts.

If Bid Venues cannot deliver a purchased Lot, Bid Venues may cancel the sale of that Lot and refund the amounts paid for it. That refund will be the Purchaser's exclusive monetary remedy for nondelivery. Nondelivery of one Lot does not relieve the Purchaser of the obligation to pay for or remove other Lots.

18. ONLINE PLATFORM AND TECHNICAL ISSUES

Online auctions depend on internet access, computers, servers, software, and third-party services. Interruptions, delays, display errors, stale information, failed notifications, or other technical problems may occur.

Bid Venues does not guarantee uninterrupted or error-free access. Bidders should not rely solely on email, text, outbid, or closing notifications and are responsible for monitoring the auction and confirming bid status through the platform.

If a technical issue materially affects the fairness or integrity of an auction, Bid Venues may pause or extend bidding, reopen an affected Lot, void an affected bid or sale, or take another commercially reasonable corrective action. Bid Venues will not be liable for a missed bid, delay, lost opportunity, or indirect loss caused by a technical issue outside its reasonable control.

19. ASSUMPTION OF RISK; INDEMNIFICATION

The Bidder enters the premises and inspects, handles, removes, transports, owns, resells, and uses property at the Bidder's own risk.

The Bidder and any represented business jointly and severally agree to indemnify, defend, and hold harmless Bid Venues, the consignor, property owner, and their respective officers, employees, and agents from third-party claims, liabilities, damages, fines, costs, and reasonable attorneys' fees arising from:

- The Bidder's or Purchaser's breach of this Agreement;
- The acts or omissions of the Bidder, Purchaser, or their employees, agents, contractors, guests, or carriers;
- Inspection, dismantling, removal, loading, transportation, ownership, resale, installation, or use of a Lot; or
- Personal injury, death, or property damage caused by the Bidder, Purchaser, or persons acting on their behalf.

This indemnity does not require the Bidder or Purchaser to indemnify a protected party for that party's sole negligence, gross negligence, willful misconduct, or other liability that cannot lawfully be shifted.

20. LIMITATION OF LIABILITY

Bid Venues and the consignor will not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, lost business, loss of use, or transportation expenses, arising from an auction, a Lot, a technical problem, or this Agreement, even if advised that such damages were possible.

Bid Venues' aggregate liability arising from a particular Lot will not exceed the amount actually paid to Bid Venues for that Lot.

21. AUCTIONEER AS AGENT

Bid Venues generally acts as agent for disclosed or undisclosed consignors and is not the manufacturer of the Lots unless expressly stated. Bid Venues is not responsible for a consignor's acts or omissions except to the extent imposed by applicable law. Protections, defenses, disclaimers, and limitations in this Agreement that relate to a Lot or the sale extend to the consignor and property owner where applicable.

22. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Washington, without regard to conflict-of-law rules.

Subject to any applicable law that requires otherwise, any lawsuit arising from or relating to an auction, a Lot, or this Agreement must be brought exclusively in a state court located in Thurston County, Washington, or, when federal subject-matter jurisdiction exists, in the United States District Court serving Thurston County. Each party consents to personal jurisdiction and venue in those courts.

Before filing suit, the parties are encouraged to provide written notice of the dispute and make a good-faith effort to resolve it informally.

23. GENERAL PROVISIONS

Electronic acceptance. Electronic acceptance and electronic records have the same effect as an original signature and paper record to the extent permitted by law.

Entire agreement. This Agreement, together with applicable auction-specific terms and express Lot terms, constitutes the entire agreement concerning the Bidder's participation and purchases and supersedes prior statements on those subjects.

Amendments. Bid Venues may establish different terms for future auctions. The terms accepted for a particular auction will govern that auction. A material amendment affecting a completed sale must be agreed to in writing by Bid Venues and the Purchaser, unless the amendment is required by law or is a permissible correction under this Agreement.

No waiver. A waiver is effective only if made in writing by Bid Venues. Failure or delay in exercising a right does not waive that right, and a waiver concerning one event does not waive a later or different event.

Severability. If a provision is found invalid or unenforceable, it will be enforced to the maximum extent permitted, and the remaining provisions will remain effective.

Assignment. The Bidder may not transfer or assign the Bidder's rights or obligations without Bid Venues' written consent. Bid Venues may assign this Agreement in connection with a transfer of its business or as otherwise permitted by law.

Headings and interpretation. Headings are for convenience only. Words in the singular include the plural and vice versa when the context requires. "Including" means "including without limitation."

Notices. Bid Venues may provide auction-related notices through the bidding platform, by email or text using the contact information associated with the account, or by posting on the applicable auction page. The Bidder is responsible for maintaining current contact information and reviewing auction notices.

24. CONTACT INFORMATION

Questions concerning these terms should be directed to:

Venues Unlimited, Inc., dba Bid Venues

5880 Linderson Way SW

Tumwater, Washington 98501

(360) 339-5777

BY REGISTERING OR PLACING A BID, THE BIDDER ACKNOWLEDGES THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO THESE AUCTION TERMS AND CONDITIONS.