



Terms and Conditions for The Pillar Auction Company

PillarAuctions.com conducts auction services via online bidding to You (The Bidder), subject to the following Terms and Conditions, which may be updated by us from time to time without notice to you. You can review the most current version of the Terms and Condition of this auction at any time via our current online auction website. In addition, when using any of our services, you shall be subject to any posted guidelines, rules, and/or policies and procedures applicable to such services, which may be revised from time to time. All such items are hereby incorporated by reference into the Terms and Conditions of each auction. You further agree to accept email notifications of upcoming auctions, closings, outbid notifications and any other advertising information that may be sent from Pillar.

BY ACCESSING THIS SITE, YOU AGREE TO ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, ALL OF THE TERMS AND CONDITIONS OF THIS SITE USER AGREEMENT. All registration information The Bidder provides to pillarauctions.com shall be current, complete, and accurate. The Bidder agrees to not use any device, software or routine to interfere or attempt to interfere with the proper working of any transaction being conducted on and during the auction sale. In order to participate and bid in this Auction event, you, The Bidder, must read and accept all of the Terms and Conditions of this auction completely, including Terms and Conditions of each individual Auction. Once you place a bid, you are electronically signing and consenting that you have read and accepted all of the Terms and Conditions set forth in this agreement completely, and without exception. By placing any bid on any item(s), you are entering into a legally binding and irrevocable contract with PillarAuctions.com to purchase the particular item(s) in accordance with the Terms and Conditions of each Auction.

The Pillar Auction Company A.K.A. pillarauctions.com at its sole discretion, may ban from further use any buyer or seller which The Pillar Auction Company believes to have in any way misrepresented itself or any item selling, failed to abide by the terms, or conducted any improper auction behavior as determined solely by The Pillar Auction Co. Any seller who misrepresented their items and any buyer who improperly fails to carry through with a purchase will be banned from any further use and may be subject to additional legal actions.

AGE REQUIREMENTS: This auction is only available to people who are legally able to form binding contracts. Persons who are under the age of 18 are not eligible to bid or otherwise participate in any of our auctions due to state laws concerning the age of majority.

PAYMENT TERMS: Cash, MasterCard and Visa are the Acceptable Forms of Payment. A Buyers Premium Fee and applicable sales tax will be added to all purchases (sales tax will not be charged on vehicles or if you are tax exempt and provide a copy of your state issued ReSellers' Permit/Tax ID certificate.) Successful bidders will receive an email invoice within 24 hours of the auction close. Full

payment is charged to your Credit Card on file unless you contact The Pillar Auction Company prior to the end of Auction to inform our office of your intent to pay with cash. Any returned check will incur a \$35 charge Fee, a declined Credit / Debit Card will incur a 2% Charge Fee. Visa/MasterCard purchases are limited up to \$5,000. If more than \$5,000, wire transfer should be used. The Bidder, grants The Pillar Auction Company a standing authorization to charge the Bidders credit card after the close of Auction of the invoice date for any and all costs, fees, buyers premiums, storage disposal fees as well as for any other costs, charges and/or fees incurred. Bidders should review the specific Auction Terms for details on what additional fees they may incur. All payments must be in U.S. Funds.

REMOVAL: Merchandise becomes the full responsibility of The Buyer at the time of sale and the Buyer assumes all risk of loss and damage to property until removed from the sale premises. Owner/Seller and PillarAuctions.com agree that merchandise may remain on the premises for a determined period of time following the sale. The date by which all merchandise must be removed from the premises is posted on an auction-by-auction basis, on the specific auction page. All items left after the pick-up times will be considered abandoned and all monies lost. All bidders with an alternate pickup time, other than the scheduled time published; will be charged an access fee of \$10.00 per pickup.

SALES TAX: All Sales are taxed according to state regulation.

BUYERS PREMIUM: Buyers Premium is posted on an auction-by-auction basis, on the specific auction page.

TAX EXEMPT: It is the Bidder's responsibility to provide the appropriate resale or exemption certificate for each auction at which the Bidder makes a purchase.

AUCTION ITEM DESCRIPTIONS: All items are described and believe to be correct by the selling parties. Nevertheless, neither those descriptions nor any oral statements made by Owner/Seller or The Pillar Auction Company concerning these items or lots shall be construed as a warranty either express or implied. ITEMS AND LOTS ARE SOLD AS IS, WHERE IS and WITH ALL FAULTS. Bidder acknowledges that all items and lots were available for inspection prior to the auction and, by these terms, The Pillar Auction Company and Owner/Seller encourage Bidders to carefully inspect each item prior to bidding. THERE ARE NO WARRANTIES OF ANY ITEM SOLD.

WITHDRAWAL OF ITEMS: From time to time, it may become necessary to withdraw items from a sale after they are listed. The Pillar Auction Company realizes this is an inconvenience and will not take this course of action lightly. However, we do reserve the right to remove items from the auction in the event the need arises.

ADJUSTMENTS: The Pillar Auction Company reserves the right, for any reason, in its sole discretion, to terminate, change or suspend any aspect of the auction sale.

TERMINATION OF AGREEMENT: This Site User Agreement constitutes a binding agreement between Bidder and The Pillar Auction Company until terminated by The Pillar Auction Company which may terminate this agreement at any time, without notice. If Bidder dissatisfaction occurs with the auction sale in any way, Bidder's only recourse is to immediately discontinue use of the Auction Site. The Pillar Auction Company reserves the right to terminate Bidder registration and use of the auction Site, and impose limits

on certain features of the Auction Site or restrict Bidder's access to, or use of, part or the entire Site without notice or penalty.

INTERRUPTION OF SERVICE:The Pillar Auction Company is an online auction company. Due to the fact that we cannot control all aspects of electronic service, we cannot be held responsible for any interruption or service related to this auction site. The Pillar Auction Company may void any sale, temporarily suspend bidding and re-sell any items or lots that were affected by any malfunction. The decision of The Pillar Auction Company is final.

PRIVACY: The Pillar Auction Company gathers information about Bidders and Owner/Sellers for the purposes of conducting online auctions. Personal information will not be sold or distributed to other companies PERIOD. You are solely responsible for maintaining the confidentiality of your username and password, and you are fully and solely responsible for all activities that occur under your username, password, or on your account. You agree to immediately notify PillarAuctions.com by email at info@pillarauctions.com of any unauthorized use of your username and password or account or any other breach of security, and ensure that you properly log-out and exit from your account at the end of each session. The Pillar Auction Company a.k.a. PillarAuctions.com cannot and will not be liable for any loss or damage arising from your failure to comply with this section. Bids can not be canceled or retracted under any circumstance.

YOUR USE OF THIS AUCTION SITE SIGNIFIES YOUR FULL ACCEPTANCE OF THESE TERMS AND CONDITIONS.