



ONLINE TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS

1. Acceptance

Please read Kaufman Realty & Auctions, LLC's, Kaufman Realty & Auctions WV, LLC's, and Kaufman Auction's (collectively, "Kaufman") Terms and Conditions ("Terms and Conditions") carefully. By accessing www.kaufman-auctions.com, www.kaufmanauctionswv.com, and any and all related website links of Kaufman (collectively, "Website") or by participating in an online auction, You signify Your consent to both these Terms & Conditions and the conditions of Kaufman's Privacy Policy ("Privacy Policy"). These Terms & Conditions constitute a binding legal agreement between You as the user ("You", "Your" or "Bidder") and Kaufman, its subsidiaries, affiliates, and Kaufman's commonly owned affiliated companies (collectively "Kaufman," "We", "Us" or "Our"). These Terms & Conditions set forth the legally binding terms for Your use of Kaufman's services and shall apply to all users of Kaufman's Website. By using this Website, You agree to and are bound by these Terms & Conditions and also acknowledge that: (a) You have had the opportunity to review all of the information located on the "Help & Support" page located at <https://www.kaufman-auctions.com/support/> (and links therein) and (b) You have had the opportunity to ask questions regarding the use of Kaufman's Website by telephone or email and to have those questions answered. Additionally, by accepting these Terms & Conditions, You acknowledge that Kaufman is not the Owner or Seller of items contained in these online auctions and that Kaufman is acting solely as the agent for the Owner or Seller. You also acknowledge that no relationship of any type or nature is created between You and Kaufman (including but not limited to employee, independent contractor, or agent). However, Kaufman reserves its rights to enforce all terms of sale included in accordance with these Terms & Conditions.

1.1 Additional Terms

You will be required to agree to additional terms and conditions on a per online auction basis. These additional terms and conditions are stated in the specific online auction in which You choose to participate. These additional terms are hereby incorporated into Kaufman's Terms & Conditions as an integral part hereof.

1.2 Modification of Terms

Kaufman may modify these Terms & Conditions at any time and such modification shall be effective upon being posted on Kaufman's Website at <https://www.kaufman-auctions.com/support/terms/>. You agree to be bound to any changes to these Terms & Conditions when You use the Website or participate in an online auction after any such modification is posted. It is therefore important that You keep Yourself up to date with these Terms & Conditions and any changes to them. THESE TERMS & CONDITIONS ARE LEGALLY BINDING AND IF YOU VIOLATE ANY PART OF THEM, KAUFMAN MAY SEEK LEGAL RELIEF, INCLUDING BUT NOT LIMITED TO REPORTING YOUR CONDUCT TO APPROPRIATE LAW ENFORCEMENT ENTITIES. PLEASE NOTE THAT THESE TERMS & CONDITIONS INCLUDE AN AGREEMENT BY WHICH YOU INDEMNIFY KAUFMAN AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF HOLMES OR TUSCARAWAS COUNTY, OHIO FOR ANY DISPUTES ARISING OUT OF OR RELATING TO YOUR USE OF THE WEBSITE AND ANY SERVICES OFFERED BY KAUFMAN.

ACCESS AND USE OF THE WEBSITE

2. Website Access

Kaufman hereby grants You permission to use the Website as set forth in these Terms & Conditions, provided that: (a) You will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose and/or in a manner allowed by Kaufman; and (b) You will otherwise comply with all of these Terms & Conditions.

2.1 Use of the Website

You accept sole responsibility for all Your activities using the Website, including Your conduct on the Website and any all content You may submit, post, or share via the Website. You may not use the Website for any unauthorized or illegal purpose. You further agree not to copy, reproduce, or publicly display any content from the Website outside the functions of the Website without first obtaining written permission from Kaufman. You will be responsible for ensuring that You do not violate any laws of Your jurisdiction. You will not upload or transmit viruses, worms, or any other destructive code.

2.2 Bidder Account and Password

(i) In order to bid on the Website, You will have to create a Bidder Account. You should never use someone else's Bidder Account without permission. You are responsible for maintaining the security of Your Bidder Account, password and any personal account information or purchase invoices. You are solely responsible and liable for the activity and purchases that occur under Your Bidder Account. You accept sole responsibility for keeping Your password secure. Kaufman will not be held responsible for Your losses caused by any unauthorized use of Your Bidder Account; furthermore, You may be held liable to the losses to Kaufman or others due to such unauthorized use.

(ii) It is in Kaufman's sole discretion to accept or decline the instructions of any individual who claims to be authorized to make direct changes to Your Bidder Account, so long as the person presents the appropriate account information. We shall not be responsible for the actions made by any individuals who misuse or misappropriate Your account information or other assets using Your Bidder Account, password, or other appropriate identifying information. If Your Bidder Account has been compromised, it is Your responsibility to notify Us immediately of any unauthorized use on Your Bidder Account.

REGISTRATION

3. Registration

If You would like to participate in Our online auctions, You must become a registered bidder and create a Bidder Account. You agree to provide true, accurate, current, and complete information about You and/or Your organization, as applicable, and as requested during the registration process.

3.1 Requirements

By using Kaufman's Website, You represent and warrant that (a) all registration information is truthful and accurate; (b) You will maintain the accuracy of such information; and (c) You are 18 years of age or older and have full legal capacity to complete such contractual action without need for any additional approval or consents. If You do not qualify, You are not permitted to participate in Our online auctions. COMMUNICATION WITH YOU.

4. Customer Service Contact

To contact Our Customer Service – please use any of the options listed below:

- i. Contact Us Online: Send Us a message online by completing and submitting the information located at <https://www.kaufman-auctions.com/support/contact/>. Specific online auctions may also contain a "Contact Us" section that can be completed and submitted.
- ii. Contact Us by Phone: (888) 852-4111 during the service hours of 9AM – 4PM (ET), Monday through Friday.* Specific online auctions may also contain contact information for individuals that can be contacted via telephone and/or email.
- iii. Contact Us by Mail: Kaufman Realty & Auctions, LLC, P.O. Box 422, Sugarcreek, Ohio 44681 and 399 W. Main St., Bridgeport, WV 26330

*Our service hours may be reduced during certain national and/or religious holidays.

4.1 Email Communication

Kaufman and Our partners and agents reserve the right to send messages to You regarding any matter related to the Website, including but not limited to Your Bidder Account, online auctions, items in online auctions, and these Terms & Conditions. Further, You consent to receive such emails at the email address(es) You enter into Your Bidder Account.

4.2 Telephone Communication

Kaufman and Our partners and agents reserve the right to contact You via telephone (either by a live person, automatic dialer, prerecorded message, or a combination of the foregoing) regarding any matter related to the Website, including but not limited to Your Bidder Account, the online auctions, the items in the online auctions, and these Terms & Conditions. Further, You consent to receive such phone calls at the telephone number(s) You enter into Your Bidder Account.

4.3 Text Communication

Kaufman and Our partners and agents reserve the right to contact You via text message if You opt in to "Text Alerts" in Your Bidder Account. By opting in for this functionality, you consent to receive text messages by automated means. Allowing "Text Alerts" is not a condition of purchase. This service is free from Kaufman; however carrier message and data rates may apply. To take advantage of Kaufman text messaging alerts, you must have a text messaging-enabled mobile device with a text messaging plan. The number for this device must be entered in as Your "Phone Number" in Your Bidder Account.

4.4 Direct Mail Communication

Kaufman and Our partners and agents may send you promotional details for Our services which We believe may interest You. If at any time You do not wish to receive these communications, please send Us a message at <https://www.kaufman-auctions.com/support/contact/>.

WARRANTY OF ITEMS

5. Warranty of Items

All items are sold AS IS, WHERE IS, with NO WARRANTY, express or implied. All guarantees of authenticity, express or implied, are hereby disclaimed. Dimensions given for items may be approximate measurements. Do not assume a lot consists of more than one item simply because they are connected or pictured together. Please read the descriptions carefully to determine what is included in each lot. There shall be no returns or exchanges of items purchased by You. Kaufman makes all efforts to accurately describe items, but You accept any and all responsibility for viewing, verifying, and purchasing items.

5.1 Changes in Circumstances

All aspects of an online auction are subject to change without prior notice. Kaufman reserves the right to (a) add or remove items from an online auction; (b) split or combine lots; (c) make changes to the online auction ending times and pick-up date and/or time; (d) cancel, suspend, extend, or reschedule an individual item and/or online auction event; and (e) take any other action Kaufman deems necessary to affect the fair conduct of an online auction.

BIDDING INSTRUCTIONS

6. Binding Offer

Placing a bid constitutes a binding offer between You the Bidder and the Owner/Seller that cannot be rescinded or retracted. If the bid is accepted by Kaufman (as determined by Kaufman in its sole discretion), You are contractually obligated to buy the item at the price stated as Your bid, as well as other applicable taxes, fees, and buyer premiums stated in the specific online auction you choose to participate in.

6.1 Participation

PRIOR TO BIDDING, IT IS IMPORTANT THAT YOU FAMILIARIZE YOURSELF WITH THESE TERMS AND CONDITIONS, ALL OF THE INFORMATION LOCATED ON <https://www.kaufman-auctions.com/support> (AND LINKS THEREIN), AND THE TERMS AND CONDITIONS STATED IN THE SPECIFIC ONLINE AUCTION YOU CHOOSE TO PARTICIPATE IN. ENSURE THAT THE AUCTION PICK-UP DATE AND TIME WORKS WITH YOUR SCHEDULE BEFORE BIDDING. KAUFMAN CANNOT GUARANTEE THAT YOU WILL BE THE WINNER OF ANY ITEM. ADDITIONALLY, TIME IS OF THE ESSENCE IN RESPECT TO ALL PROVISIONS OF THESE TERMS & CONDITIONS.

6.2 Placing a Bid

Depending on the specific online auction, You may place bids in the following ways: (1) Max Bid; (2) ForceBid/-JumpBid; and (3) Ultimate Choice Bidding Platform.

Max Bid allows You to enter Your Max Bid and the system will continue to bid for You by increments until it reaches Your Max Bid.

ForceBid/JumpBid is a bidding strategy by which a bidder increases the bid by more than the next accepted bid (for example, placing your bid at \$150 when the next accepted bid is \$125). This practice is used by some bidders to discourage others from bidding in hopes of acquiring an item at a lower price. There are many theories on the effectiveness of this practice and if You choose to apply this practice, You do so at Your own discretion.

If the Ultimate Choice Bidding Platform is being utilized, there is no max bidding feature. Once You have clicked on the lot or combination of lots and click get price, You then have two options. You can simply click submit bid to enter Your bid at the amount displayed or You can enter a higher bid in the space provided. Your bid will be implemented at this amount. This is not max bidding, so the bid will be placed at the exact amount You enter.

If the specific auction You choose to participate in is online only, bidding will begin at a certain time and date and end at a certain time and date. Depending on the specific auction You choose to participate in, should a bid be placed within a certain amount of minutes before the auction's ending time, the ending time will automatically be extended from the time that bid is placed. The time will continue to extend until the bidding activity has stopped. The online only auction closes when the timer on the auction hits zero. The winning bidder of an item is the last bidder the bid history recorded before the timer hits zero. Kaufman, in its sole discretion, may determine when and how long it chooses to extend the auction's ending time.

If the specific auction You choose to participate is online and live (simulcast), pre-bidding will begin at a certain time and date and end at a certain time and date. The actual live portion of the auction in which online and live bidding will occur will begin at a certain time and date and end on the same date at a later time.

You can read more about auction terminology and the bidding functions and how they operate at:

<https://www.kaufman-auctions.com/support/terminology/>;

<https://www.kaufman-auctions.com/support/bidding/how-to/>; and

<https://www.kaufman-auctions.com/support/bidding/>.

6.3 Bid Notifications

- (i) Outbid Alerts will be sent via email to You if You have been outbid.
- (ii) High Bid Alerts will be sent via email to You if You are the high bidder.
- (iii) Low Bid Alerts will be sent via email to You if You are the low bidder.

For the above notifications, if elected, You can also receive text notifications. Notifications can be configured in Your Bidder Account.

PAYMENT, SHIPPING & LIABILITY

7. Payment Types

Kaufman accepts VISA®, MasterCard®, and Discover® as acceptable payment for items purchased. Any purchase in excess of \$2,500.00 must be paid via wire transfer. You may be required to present current identification (such as a valid driver's license or state ID) at time of pick-up. Items will not leave the auction premises until payment, including all applicable taxes, fees, and buyer's premiums, have been made in full. Payment type restrictions for an entire auction or an individual item may apply. Please read the additional terms and conditions stated in the specific online auction in which You choose to participate.

7.1 Buyer's Premium & Sales Tax

If You are the successful bidder, You agree to pay the amount of Your bid plus the buyer's premium stated in the specific online auction in which You chose to participate in, plus any and all applicable state and local sales taxes.

7.2 Tax Exempt

If You are a tax exempt bidder, it is Your obligation to go to Your Bidder Account and fill in Your tax exempt number. You will also need to contact Kaufman to confirm Your status as a tax exempt bidder for the specific online auction You choose to participate in.

7.3 Payment Instructions

You will receive a final invoice via email when You are the winning bidder. Payment terms are specified in the specific online auction's terms and conditions in which You choose to participate in.

7.4 Shipping

Shipping may be available in some auctions but is not guaranteed to be available in any or all auctions. Please check the specific online auction's terms and conditions in which You choose to participate in for shipping costs and availability. Shipping is always at Your expense. Shipping insurance is recommended for all shipped items and must be arranged by You. Kaufman is not responsible for items damaged during the shipping and handling process.

7.5 Liability Regarding Purchases

YOU AGREE THAT KAUFMAN SHALL NOT BE LIABLE FOR ANY LIABILITIES, CLAIMS, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS), DEMANDS FOR INJURIES, OR DAMAGES TO ANY PERSON OR PROPERTY ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE, ANY SERVICES OFFERED BY KAUFMAN, AND ANY ITEMS PURCHASED BY YOU ON THE WEBSITE.

7.6 Failure to Remit Payment

Any items not paid for in accordance with these Terms & Conditions and the specific online auction's terms and conditions in which you chose to participate in will be forfeited by You and shall be deemed a breach. Kaufman may, in its sole and absolute discretion, resell the items. Any default by You will be subject to any and all damages that Kaufman incurs, including but not limited to interest, collection fees, moving and disposal fees, and reasonable attorneys' fees and costs. Your bidding privileges may be in jeopardy and may be revoked if You fail to remit payment for an invoice issued. You are also advised that Kaufman may aggressively enforce its rights to the fullest extent of the law, including civil and/or criminal prosecution.

TERMINATION

8. Termination

Kaufman reserves the right, in its sole and absolute discretion, to permanently terminate Your access to Your Bidder Account at any time effective immediately, with or without notice, if We determine or suspect You have violated these Terms & Conditions, any other specific terms and conditions of an online auction, any laws, or the rights of other users or third parties. In the event of termination by Kaufman, Kaufman may pursue any remedy that may be available, at law or in equity, with respect to such breach (including but not limited to recovery of the damages incurred by Kaufman set forth in Paragraph 7.6). Regardless of the reason for any termination, You agree that Kaufman, in its sole discretion, may cancel all current bids placed, withhold items not picked up, or otherwise retain any and all of Your pending purchases.

INDEMNIFICATION

9. Indemnity

You agree to indemnify, defend, and hold Kaufman and its members, managers, directors, employees, agents, affiliates, licensors, agents, and other partners (collectively, the "Indemnified Persons") harmless from any loss, cost, expense, liability, claim, or demand, including reasonable attorneys' fees, suffered by any Indemnified Persons due to, arising out of, or in connection with (i) Your use of the Website and any services offered by Kaufman; (ii) any violation by You of these Terms and Conditions, any other specific terms and conditions of an online auction, and any applicable law; and (iii) items purchased by You on the Website.

EVENTS BEYOND CONTROL

10. Interruption of Service

Kaufman shall not be responsible or liable for any interruption in service, errors, and/or omissions caused by any means and does not guarantee continual, uninterrupted or error free service or use of the Website. With current technology, it is not possible to develop and operate computer programs (software) and data processing systems (hardware) entirely without error, or to rule out any unpredictable events in connection with the Internet. You acknowledge that the Website is conducted electronically and relies on hardware and software that may malfunction without warning. In the event of any malfunction relating to the Website, We, in Our sole discretion, may void any sale, temporarily suspend bidding and/or re-sell any item/lot affected by any malfunction.

TRADEMARK

11. Trademark

The trademarks, logos, characters and service marks (collectively "Trademarks") displayed on the Website belong to Kaufman or are used with permission. Nothing contained on the Website should be construed as granting any license or right to use any Trademark displayed on the Website. Your use/misuse of the Trademarks displayed on the Website, or any other content on the Website, except as provided in these Terms & Conditions, is strictly prohibited. You are also advised that Kaufman will aggressively enforce its intellectual property rights to the fullest extent of the law.

GOVERNING LAW & MEDIATION/ARBITRATION

12. Governing Law

These Terms & Conditions and their interpretation shall be governed by the laws of the state of Ohio.

12.1 Jurisdiction/Venue

IN THE EVENT OF ANY DISPUTE ARISING OUT OF RELATING TO YOUR USE OF THE WEBSITE AND ANY SERVICES OFFERED BY KAUFMAN, YOU AGREE THAT THE VENUE AND JURISDICTION FOR ANY DISPUTE SHALL BE SUBJECT TO THE EXCLUSIVE VENUE AND JURISDICTION OF HOLMES OR TUSCARAWAS, COUNTY, OHIO IF THE ONLINE AUCTION IS CONDUCTED BY KAUFMAN REALTY & AUCTIONS, LLC OR IN HARRISON COUNTY, WEST VIRGINIA IF THE ONLINE AUCTION IS CONDUCTED BY KAUFMAN REALTY & AUCTIONS WV, LLC.

MISCELLANEOUS

13. Severability

The provisions of these Terms & Conditions and any additional terms and conditions stated in the specific online auction in which You choose to participate in are severable, and if any part of them are found to be unenforceable, the other paragraphs shall remain in full force and effect.

13.1 Headings

The headings in these Terms & Conditions are included for convenience only and shall neither affect the construction or interpretation of any provision in these Terms & Conditions nor affect any of the rights or obligations of You and Kaufman.