

Auction Services:

All online auctions will be conducted to the following terms and conditions plus any additional terms and conditions added to each specific auction. By bidding on our auctions, you consent to be bound by said terms and conditions.

Disclaimer:

BidOnward.com Auctioneers cannot be held responsible for website down time, or the inability to access our website. In the event of any issues, Onward reserves the right to cancel, restart, or extend an item or complete auction to best handle the situation at hand.

Auction Registration:

All potential bidders must register online at www.bidonward.com before you can participate in bidding. You will then be provided a unique Bidder ID number that you will use to login to the website and place bids. You must provide your full legal name, address, and daytime/evening phone number. You must be at least 18 years of age to register. Onward may deny registration to any person or entity for any reason, at our discretion.

Agreement to Terms:

BY ACCESSING THIS SITE, YOU, THE BIDDER, AGREE TO ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, ALL OF THE TERMS AND CONDITIONS and to comply with all applicable laws, statutes, ordinances and regulations regarding your use of this site. Legal action will be taken against anyone violating the terms and conditions or any other applicable law or regulation. Onward reserves the right to periodically change the terms and conditions and it is the bidder's responsibility to periodically review any and all changes made to these terms and conditions prior to each use of this site. By using this site, you, the bidder, agree in advance to accept all rules, terms, and conditions, and any such possible changes.

Changes to Services, Website and Terms and Conditions:

User acknowledges and agrees that Onward may change, modify, amend, suspend or discontinue any aspect of the Services or the Website, at any time, without notice and without liability to user or to any third party. Onward reserves the right to impose limits on certain features of the services or the website, at any time, without notice and without liability to user or to any third party. User acknowledges and agrees that Onward may amend the terms and conditions (including fees and transaction rules) at any time without notice. Any amendment of the terms and conditions will be reflected on the website. User is encouraged to periodically review the terms and conditions posted on the website. Use of the services and the website constitutes acceptance of the terms and conditions, including any amendments.

Auction Procedures:

Auctions can and will vary in duration. Bidding terminates automatically at a predetermined time that will be posted in the Auction Details. All times listed are Central Standard Time. Auctions will close using an extended bidding format, in which the bidding will be extended for (3) minutes on any item that has active bidding within the last minute of that item closing. It also allows bidders with slower computer connections a fair opportunity to bid; by eliminating the bidders that use computer sniping software to place bids within the last second of an auction out bidding you. When the auction ends, all winning bidders will be notified by e-mail within 24 hours of auction close. Please wait for your email before contacting Onward.

If the winning bidder fails to pay by the end of the scheduled pick-up day, or does not pay ahead of time and schedule an alternate pick-up date, Onward reserves the right to contact the next highest bidder to offer the item to them. This does not relieve the original bidder of any obligations to Onward. Non-performing bidder will be liable for any and all losses, attorney's fees, storage, collection costs etc. due to bidder non performance. Onward may, in its sole discretion, either accept what it deems to be the final bid or solicit further bids on the item in dispute. All sales are final.

Item Description:

In all cases, all items are sold AS IS, WHERE IS WITH ALL FAULTS, with NO WARRANTY EXPRESSED OR IMPLIED. Neither Onward or the seller gives any type of guarantee or warranty, implied or otherwise. These items are offered for auction and their descriptions are from sources deemed reliable and submitted subject to errors, omissions and change without notice. Any errors are not sufficient grounds for returning any purchased item. There are no returns, refunds, or adjustments. THE ENTIRE RISK AS TO THE QUALITY, AUTHENTICITY & CONDITION RESTS WITH THE BUYER. SHOULD THE AUCTION ITEM(S) PROVE NOT TO BE WHAT THE BUYER HAD ASSUMED THEM TO BE FOLLOWING THEIR PURCHASE, THE BUYER AGREES TO ACCEPT THE GOODS REGARDLESS OF THEIR CONDITION. Onward encourages all bidders to personally inspect all items BEFORE BIDDING. Both the seller and/or the auctioneer reserve their right to withdraw any auction items at any time and/or extend the auction duration. All items will be sold to the highest bidder (Some items may have a reserve or minimum and will not be sold unless the reserve or minimum price has been obtained.) Onward reserves the right to reject any and all bids.

Buyer's Premium:

Unless a specific auction states otherwise, a 10% buyer's premium will be charged on all items and lots paid for with cash or money order. Every bidder pays the same buyer's premium and should bid accordingly. For example, if you bid \$100 on an item at the auction you will be charged \$110 for the item on your auction invoice. Bidders that choose to pay with a debit/credit card will be charged an additional 3% Buyer's Premium.

Payment:

Buyer will receive an invoice via e-mail after the close of the auction. Payment for purchases must be made by cash, cashier's check, money order, wire transfer or credit/debit card, unless otherwise noted in a specific auction's terms and conditions. Any item or lot not paid for in full by the end of the scheduled pick-up day will be sold to the next highest bidder unless previous arrangements have been made, or resold at the discretion of Onward.

Sales Tax:

If an item is subject to sales tax, Onward shall collect sales tax at the time of payment. Tax shall be calculated based on the successful bid price plus the buyer's premium. If bidder claims an exemption from sales tax, it is the bidder's responsibility to provide the appropriate resale or exemption certificate.

Removal:

Merchandise becomes the full responsibility of the buyer at the time of sale and buyer assumes all risk of loss and damage to property. Seller and Onward 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.

Shipping and Handling:

We ship to the continental United States via USPS only. If you have purchased items at one of our auctions and it must be shipped to you, we would be glad to do so for the actual shipping costs plus a \$10.00 minimum handling fee. Please send an email to sales@Onwardauctions.com before bidding to request that your item be shipped if you win it. You should receive an e-mail with the shipping and handling costs within 48 hours of your request. The merchandise will be shipped within four business days. We are not responsible for the acts or omissions in our packing or shipping of purchased lots or of other carriers or packers of purchased lots, whether or not recommended by us. Packing and handling of purchased lots is at the entire risk of the purchaser.

Bid is a Contract:

As a Bidder, placing a bid is a binding contract between you and the seller and the bid cannot be retracted. Once you place a bid, and if you win, you will be obligated to buy the product at the said price you indicated as your bid, plus the indicated Buyer's Premium. Placing a bid on this site, and winning, then not paying for the product is illegal in most states, and prosecution can result. Onward reserves the right to reject any and all bids, in their sole discretion.

Indemnity:

Bidder accepts responsibility for and agrees to indemnify, defend and hold harmless the seller and Onward and their employees, governing body, officers, owners, affiliates, subsidiaries, directors, agents and representatives from and against any and all claims, losses, damages, liabilities, judgments, fees, costs and expenses (including reasonable attorneys' fees and expenses) related to, arising from or associated with buyer's, his agents or representatives, use of the Site, including but not limited to personal injuries or property damage incurred on the sale premises or during removal and transport of any auction items or lots, and arising out of, based upon, or resulting from any breach or violation by bidder of this terms and conditions or any use by bidder of the site or as a result of a dispute with another bidder.

Privacy:

Onward gathers information about bidders and sellers as required by state law for the purposes of conducting online auctions. Onward does not sell this information.

User Agreement Constructed under Minnesota Law:

All disputes relating to a Onward online auction and the terms and conditions herein shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All claims relating to a Onward online auction and the terms and conditions herein shall be brought in District Court in Otter Tail County, Minnesota, and bidders hereby consent to the jurisdiction of said Court.