

## TERMS & CONDITIONS OF SALE

**BUYERS PREMIUM:** There is a 15% buyer's premium for online bids and pre-bids and 10% for in house bids and absentee bids payable by the winning bidder.

**ABSENTEE & INTERNET BIDDERS:** Absentee bidders are charged a \$1 fee per each successful winning bid.

An invoice for won items will be sent within 24 hours of auction end. Your designated credit card used during registration will be charged within 48 hours of invoicing for won items and all fees. All shipping and handling charges will be paid by buyer/winning bidder or arrangements for pick up will be made directly with A New Day Auctions. Items will be shipped and shipping charges charged to your designated credit card within 5 days after payment for items. Therefore, you may have 2 separate charges to your account. If you are picking up your items you can pay by cash or check and arrangement must be made for pick up within 48 hours with us at 952-898-7653 or [auctions@anewdayauctions.com](mailto:auctions@anewdayauctions.com)

**PAYMENT:** All risk of loss and responsibility for purchase passes to buyer immediately upon award of bid. All sales and shipping costs are subject to applicable MN sales tax unless auction cashier is provided with proof of exemption, as defined by the appropriate governing authority. Payment shall be paid in accordance with the terms announced at the beginning of the auction. Full payment shall be received for all purchases during or immediately after conclusion of the auction on sale day in U.S. currency. The federal and state laws and penalties for failure to settle and pay shall apply.

**REMOVAL:** Except as otherwise stated in an auction invoice the bidder agrees to remove all property purchased from the auction site and assumes all liability in doing so. Purchases may not be removed from auction site until paid in full and to include any other fees to transfer ownership.

If the preceding conditions or any applicable conditions are not complied with, in addition to other remedies available to auctioneer, and seller by law, including without limitation, the right to hold the purchaser liable for the bid price, the auctioneer at his option may (A) resell the property publicly or privately with the purchaser being liable for the payment of any deficiency plus all costs incurred, or (B) cancel the sale, retaining liquidated damages on all payments made by purchases, auctioneer commission and all other incidental damages will be charged.

**SHIPPING:** Your designated credit card used during registration will be charged within 48 hours of invoicing for won items. Items will shipped and shipping charges charged to your designated credit card within 5 days after payment for items. Therefore, you may have 2 separate charges to your account.

If shipping address is different than registration information please contact us at 952-898-7653 or [auctions@anewdayauctions.com](mailto:auctions@anewdayauctions.com) within 24 hours of auctions end. Shipping is typically done with USPS or UPS and we will choose the cheapest option available unless instructed by you. All items will be packed securely with appropriate padding. We require insurance to be paid by buyer.

**ASSUMPTIONS OF RISK:** Bidder agrees to indemnify and hold harmless to auctioneer, seller, and their agents for any damage, claim of liability from injuries to persons or property caused by the acts of the bidder and/or his agents in connection with this auction. Every person at the auction site shall be there

at their own risk with notice of the condition of the premises, the activities on the premises, potential conditions of the premises and the conduct of third parties and the bidder shall so advise his agents and employees.

**WARRANTY DISCLAIMER:** All sales are final and AS IS AND WHERE IS WITH ALL FAULTS AND WITHOUT WARRANTY either expressed or implied. It is the bidders responsibility to determine condition, etc. of property being offered. No warranty of merchantability or fitness is being offered by the auctioneer, seller, or any other agents. No allowance, adjustment or rescission of sale will be allowed based upon failure of the property to correspond to the particular need.

**REVOCATION:** The auctioneer reserves the right to (A) revoke any bid at any time (B) refuse any bid which is merely a fractional advance over the preceding bid (C) choice, group, add to, withdraw from or change selling order of partial/full lots (D) reopen the bidding in the event of a tie bid. The seller reserves the right to reject any and all bids it deems necessary.

**RECORDING NOTICE:** Live auctions will be recorded either with video and/or audio as a record of events. There may also be live feeds to internet bidding sites if applicable per auction.

**TOY DISCLAIMER:**

A New Day Auctions cannot be held liable for any defects in products sold. Items are sold on an AS-IS basis. Toys and other items meant for use by children under the age of 12 are sold as collectibles and not meant to be used. Best efforts have been taken to check for recalls and other hazards such as lead paint or choking hazards.