

LETS GO AUCTIONS

GENERAL TERMS AND CONDITIONS

(Please note: These Terms and Conditions apply to a "CONTRACTUAL AGREEMENT" between you the "Bidder" and "Lets Go Auctions, LLC." Please do NOT bid unless you understand and agree to ALL the terms of this agreement.)

Bidders must be 18 years of age and/or older (willing to provide proof/verification upon request...i.e. valid ID). Bidder and associates of Bidder, must read, understand and agree to all terms of this agreement. Bidder and associates assume all risks of damage to person and/or property. Bidder and associates release and forever Indemnify Lets Go Auctions, LLC, its owners, employees and/or associates from any liability and cause of action.

All items/property are sold "as is, where is" without any insurance, warranty or guarantee, expressed or implied. ALL sales are FINAL. There are NO REFUNDS, EXCHANGES or REFUSALS. As the highest/winning bidder you are bound to the terms and conditions of this agreement of sale. The BUYER assumes full responsibility for all items purchased at the time they are SOLD. There are no refunds, nor will the Bidder/Buyer hold Lets Go Auctions, LLC, its owners, employees and/or associates liable for any implied insurance, warranty or guarantee.

Lets Go Auctions, LLC is acting solely as an agent for the Seller. Lets Go Auctions, LLC shall assume no liability for representations made, or information provided by the Seller. The Seller reserves the right to accept or reject any or all bids. This is a Public Auction, open to ALL qualified bidders, including Lets Go Auctions, LLC, its owners, employees, associates and family members.

Bidders are encouraged to inspect all items/property before bidding. Public inspection and preview information is provided on Lets Go Auctions, LLC's website for each auction.

Bidder registration and/or numbers are intended only for that individual and are non-transferable. Others are not authorized to use your bidding registration. Should you allow others access to your bidding platform, you will be fully responsible for all bids as if you placed them yourself.

The sale price recorded by the auction clerk on the official invoice shall be the final price of item(s) sold. The final sale price will include a Buyer's Premium and Sales Tax.

Removal of items purchased is at Buyer's expense, liability and risk. Items/property becomes Buyer's possession upon payment to Lets Go Auctions, LLC. Buyers are solely responsible for removal and loading of their items/property. All items/property must be removed during Buyer's assigned pick-up time. All successful Bidders will receive an invoice from Lets Go Auctions, LLC with instructions on how to schedule their pick-up time (generally within 72 hours of the close of the auction). Items/property not removed within such time period will revert to the Seller for resale or disposal, without refund or recourse to Buyer.

Lets Go Auctions, LLC reserves the right to determine bidding increments and may reject a nominal or fractional bid. Sellers and Lets Go Auctions, LLC reserve the right to withdraw items/property from the sale before or during the auction without prior notice.

Public/Persons attending an auction preview assume all risks of damage, injury, or loss to their person and/or property, and release Lets Go Auctions, LLC, its owners, employees and associates from

liability thereof.

Lets Go Auctions, LLC, its owners, employees and associates shall not be liable for any defect in or condition of premises on which the auction is held. Should any litigation be commenced between the parties to this agreement, concerning this agreement or the associated auction, the Bidder/Buyer agrees that the court shall award the prevailing party all reasonable costs and expenses, including reasonable attorney's fees.

The Bidder/Buyer agrees to reimburse Lets Go Auctions, LLC for all expenses incurred in the collection of any monies rightfully owed to Lets Go Auctions, LLC in relation to this auction.

Bidder agrees that this agreement shall be governed by the laws of the State of Colorado and hereby grants sole jurisdiction and agrees to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Elbert County, Colorado. Both parties waive any right to a jury trial and hereby agree to a bench trial before a judge.

If a court of competent jurisdiction finds any part of this agreement to be invalid or unenforceable, for any reason, that part will be enforced to the maximum extent permissible, and the remainder of this agreement shall continue in full force and effect. Such invalid or unenforceable part will be deemed severable from the other parts hereof and will not affect the validity or enforceability of the remaining parts.

All Bidders must register. During registration, you will have to enter a valid credit card, even if you plan to pay with cash or Zelle. The credit card will be verified by Authorize.net. By registering for an auction, Bidder agrees to be added to Lets Go Auctions, LLC's email/phone list. If you choose to unsubscribe, please follow the link at the bottom of each email to update your notifications.

Any Bidder who fails to perform as required under these terms and conditions may be banned from current and/or future auctions. Lets Go Auctions, LLC reserves the right to charge Bidder's credit card for failure to pay and pick up won items.

The Auction proceedings are live public auctions conducted online. Bidder grants Lets Go Auctions, LLC permission to use these records and/or images for any purpose.

PAYMENT

Payment is due immediately at the conclusion of the auction. A Buyer's Premium of 10% will be added to all purchases.

Visa, MasterCard, Discover and American Express will be accepted via the credit card link on Lets Go Auctions, LLC's website. A 5% credit card processing fee will be applied to all credit card purchases. By participating in Lets Go Auctions, Bidders/Buyers expressly agree that they will not "charge back" or "deny" a credit card purchase. A \$35 service fee that will be assessed for any credit card that is declined for a purchase. Cash and Zelle will be accepted on location at time of pick-up. Lets Go Auctions, LLC does NOT accept checks.

Buyers will receive an invoice for all Lots/items won at the conclusion of each auction. Please bring a copy of the invoice with you at the arranged time for pick up of your Lots/items.

SALES TAX

Sales tax will be assessed based on current Elbert County/Colorado tax rate. Bidders who wish to claim sales tax exemption MUST provide a copy of their tax-exemption certification PRIOR to placing any bids. Sales tax will NOT be credited back should the bidder fail to pre-register their exemption certification with Lets Go Auctions, LLC before bidding.

PICK-UP LOTS/ITEMS

Lots/Items may be picked up at 41446 Sunny Farm Circle, Parker CO. 80138 during designated pre-arranged times for each auction. Lots/items must be picked up within the time limit for the auction (unless you have made prior arrangements). Lots/items NOT picked up during the designated pick-up times will be deemed abandoned and will revert back to Lets Go Auctions, LLC with no refunds.

ON-LINE AUCTIONS

Neither Lets Go Auctions, LLC nor the Seller shall be responsible for any failure of any electronic or internet device/system to accept or register a bid. Registered Bidders must create a password that prevents others from using their account. Bidders are responsible for ALL bids placed under their name and password. This is a Public Auction and as such, all qualified bidders may bid, including Lets Go Auctions, LLC, its owners, employees, associates and family members.

Online auctions use a “Dynamic” ending process. If a bid is received in the last few minutes before the scheduled close of the lot/item, the timer on that lot/item will be extended and will continue to extend each time a bid is received. Once the bidding stops, and the timer runs out, that item will be eligible to close. In some cases, lots/items are “linked”, keeping one lot/item open for bidding when a different lot/item in the auction has been extended due to active bidding.

It is Bidder's responsibility to determine condition, age, genuineness, value or any other determinative factor of all lots/items. Lets Go Auctions, LLC may attempt to describe the merchandise in advertising, on the internet and at the auction but makes no representations as to the accuracy of such descriptions. In no event shall Lets Go Auctions, LLC, its owners, employees and/or associates be held responsible for having made or implied any warranty of merchantability or fitness for a particular purpose. Lets Go Auctions, LLC does not guarantee any appraisals, grading or certifications. If you have questions about the merchandise, ASK BEFORE BIDDING. Bidders shall be the sole judges of value. It is Bidder's responsibility to determine if any lot/item is legal where they live.

By placing a bid, Bidder acknowledges that they have inspected the lot/item to their satisfaction or chooses to not examine them at their own risk. Even though an item may display as “sold” on the internet, no sales are final until they are certified by Lets Go Auctions, LLC and Bidder receives an invoice. Lets Go Auctions, LLC reserves the right to cancel any or all sales and resell the lots/item in whatever manner it chooses.

The bidding increment is \$1 and is subject to change at the sole discretion of Lets Go Auctions, LLC.

Bids cannot and will not be removed or altered, unless in the opinion of Lets Go Auctions, LLC, the Bidder can establish that the bid was an obvious typographical error.

VINTAGE/ANTIQUE

Lots/Items are sold with a PRIMARY INTENDED USE as collector items for display purposes and as such are not recommended for use as functional/play items. Many vintage/antique items do not meet today's safety standards, as they may be coated with lead paint, contain chemicals or could be

considered a choking hazard.

Bidder agrees to comply with the Consumer Product Safety Improvement Act and affirms they are buying the lots/items as collectibles for display purposes only and have no intention of either using or selling them as functional/play items. Bidder further agrees to assume all liability and responsibility if they choose to disregard this warning and allow themselves or others to use or play with vintage or antique items purchased from Lets Go Auctions, LLC and hold harmless the Seller, Lets Go Auctions, LLC, its owners, employees and associates in the event of injury, harm or death to anyone as a result of lots/items purchased from Lets Go Auctions, LLC.