

Outlined below are the Terms & Conditions of the RestaurantEquipment.Bid site. Any questions please email at [info@RestaurantEquipment.Bid](mailto:info@RestaurantEquipment.Bid) or feel free to call us at 800.572.4480 to speak with a customer service representative.

### Services:

RestaurantEquipment.Bid (REB) provides an efficient and dynamic online absolute auction marketplace for all your restaurant and food service equipment needs. By registering and bidding on the RestaurantEquipment.Bid website, you are agreeing to the terms and conditions outlined below.

### User Registration:

To participate on RestaurantEquipment.Bid you first have to register. Information required includes: Your Name (First and Last), Current Address, Phone Number, and a Valid Email Address will be required to register for this site. **Bidders must be at least 18 years of age and provide a valid credit card at the time of registering (Registration information should match information on your credit card).** Only one account is allowed per person. Please note that if more than one account is created for a bidder, ALL profiles will be shut off. By completing and submitting the REB User Registration form, you are verifying your agreement and compliance with all of the policies, terms and conditions as contained herein.

### Bidder Number & Password:

You will select your own password and will be assigned a numerical bidder number. You will be responsible for maintaining the confidentiality of that password and for restricting access to your computer. By registering for this site, you agree that you are solely responsible for all activities that occur under your bidder number and account.

### Buyers Premium:

A 15% buyer's premium will be added to each purchase. For example, if your winning bid is \$100.00, at checkout you will be charged \$100.00 plus a buyer's premium of \$15.00 and any incremental taxes or applicable fees that have been prearranged.

### Sales Tax:

All sales are subject to the appropriate State Tax Laws.

### Sales Tax Exempt Status:

If you or your business is tax exempt, you will need to email a copy of your State Tax Exemption Form to [info@RestaurantEquipment.Bid](mailto:info@RestaurantEquipment.Bid), prior to payment to have sales tax excluded. Proof of tax exemption is required before payment; state tax will not be reimbursed after purchase. Your State Tax Exempt form must match the user registration information to be accepted by RestaurantEquipment.Bid.

### A Bid is a Contract:

Placing a bid is a binding contract and the bid cannot be retracted. Once you place a bid, and if you win, you are obligated to buy the product at the said price you indicated as your bid. Items should be paid for and picked up within the terms of the auction. Placing a bid on REB, and winning, then not paying for the product is illegal in most states, and may result in prosecution. Please note that REB reserves the right to reject any and all bids, in their sole discretion. All sales are final. No refunds will be permitted. Items not paid for within the terms of the auction will revert back to the owner /seller who may re-sell or dispose of a seller's discretion.

### Payment Methods:

All pricing is listed in US dollars. Payment is required within the terms of the auction after winning bid. We accept payments by: Paypal, Visa and MasterCard.

### On File Credit Card:

**Bidders are required to register and maintain an up to date credit card on file with REB.** The billing address on file must match your credit card's billing address. REB reserves the right to run an authorization on a bidder's credit card on file. If the authorization is declined, bidding privileges will be suspended.

## Shipping and Removal:

Bidders are responsible for their own removal unless prior shipping arrangements have been made. Once payment has been made, the bidder must call the REB office at 800.572.4480 to schedule a time to pick up the item(s) prior to arriving at the pickup site and bring a copy of the invoice with them. Upon winning the auction, the successful winner assumes all risks of loss and damage to property until removed from the sale premises. Each item must be removed in accordance with the terms of the individual auction. **Bidders that fail to remove their items within the terms listed on the auction will be considered abandoned and revert back to the seller/owner.** No refunds will be issued if the winner fails to comply with the terms set forth.

TAGeX Brands and RestaurantEquipment.Bid are not responsible for those who miss pick up day due to negligence. All dates and information regarding the auctions are posted prior to the auction closing. If an invoice is not received the same day of the auction close, it is the responsibility of the bidder to call and inquire the status.

It is the bidder's responsibility to remove items from the auction pickup location(s). If items are left behind in a third party warehouse or restaurant location they will be considered abandoned and no refund will be issued to the bidder. If items are not picked up or removed from a warehouse operated by TAGeX Brands or RestaurantEquipment.Bid on their specified pickup date, **TAGeX Brands reserves the right charge a daily fee of \$100 for every pallet position being used for item storage.**

## Remote Refrigeration:

Any removal of remote refrigeration requires evacuation of refrigerant according to local, state and federal laws. EPA regulations (40 CFR Part 82, Subpart F) under Section 608 of the Clean Air Act include requirements for the safe disposal of refrigeration and air-conditioning equipment. Refrigeration and air-conditioning equipment that is typically dismantled on-site before disposal (e.g., retail food refrigeration, central residential air conditioning, chillers, and industrial process refrigeration) must have refrigerant recovered in accordance with EPA's requirements for servicing prior to their disposal. **Failure to follow all local, state and federal law requirements for refrigerant evacuation can result in fines against you of up to \$37,500 per day.** To learn more about Section 608 of the Clean Air Act (CAA) please [Click Here](#).

## Item Description:

All items (unless specifically marked) have been previously used in a commercial restaurant setting and will show some signs of use including, but not limited to; nicks, scratches and discoloration. REB presents all items as accurately as possible based on the information available to us and on our knowledge at the time of posting. The images, manufactures, and model, have been depicted to the best of our ability, highlighting all faults. We recommend that you carefully read the product description and other related product information such as Specification Sheets, MSDS Sheets, etc., before placing your order. If you have any questions or concerns about a product even after reading the description and product information, please contact our office. RestaurantEquipment.Bid does not guarantee the functionality of any listed equipment. All items are sold AS IS WHERE IS.

## Photos:

From time to time items may be photographed in place. The photo may contain additional item(s) not included in the specific item for sale. It is the bidder's responsibility to not assume that everything in the photos is part of the individual listing and carefully read the item description to clarify what is being bid on.

## Bidding Errors:

From time to time we understand that bidders will submit a bid in error. If this happens, please contact us immediately at 800.572.4480 or [info@RestaurantEquipment.Bid](mailto:info@RestaurantEquipment.Bid). We will make every effort to resolve this prior to the auction closing. After the auction has closed, all sales will be considered final and no refunds issued.

## Staggered Closing:

An Auction may close at varying times and vary in quantity of items. Please make sure you monitor items you are interested in, as each auction may be different.

## Extended Closing Time:

The auction will be extended an additional Three (3) minutes on any auction when a bid is received in the last Three (3) minutes of an auction.

## Payment:

Once an auction closes, the buyer will receive an invoice via e-mail by 9 AM EST on the business day following the close of the auction. It will be e-mailed to the e-mail address provided at the time of registration. Buyers are responsible to make arrangements for alternative payment methods prior to the auction close. If no alternative payment arrangement has been made before the final close of the auction, the credit card on file will be charged. If the credit card number on file is invalid or cannot be charged for any reason, the winning item(s) will be relisted.

## Warranty/Guarantees:

All merchandise is sold 'as is/where is' and 'with all faults' with no warranty. All items have been limitedly tested and do power up at the time of listing. There is NO GUARANTEE that equipment sold as used will arrive in clean-as-new condition or in working order.

## Refrigeration Equipment Condition:

Because the solder holding refrigeration lines together becomes brittle as it ages, vibrations during shipping could cause it to crack and could lead to a refrigerant leak. All sales are final; no refunds will be permitted.

## Interruption of Service:

RestaurantEquipment.Bid cannot be held responsible for any interruption in service or errors caused by any means. We do not guarantee uninterrupted or error free service and use of the site. Bidder acknowledges that this auction is conducted electronically and relies on hardware and software that may malfunction beyond our control. TAGeX Brands and RestaurantEquipment.Bid is not responsible for refunding bidders due to any malfunction of software or hardware outside of our immediate control. It is the bidders responsibility to watch their items until the auction is fully closed. **RestaurantEquipment.Bid may void any sale, temporarily suspend bidding, and re-sell any items that were affected by any malfunctions.**

## Cookies:

In order to uniquely identify each customer, REB uses cookies. Cookies do not divulge any personal information about you. They are solely used as an identifier. Cookies allow the REB site to keep track of what is in your shopping cart and when you are logged in. In order to shop on our site, you must have cookies enabled.

## Information Collection & Use:

REB is the sole owner of all information that is collected on this site. We do not share any customer information with third parties in any way. Customer information is used by REB to:

- Process orders
- Provide a personalized shopping experience for registered customers
- Send e-mail newsletters, specials & helpful information to those who opt to receive them
- Monitor traffic patterns to improve our site's functionality and user-friendliness

## Additional Information:

RestaurantEquipment.Bid welcomes any questions or concerns. Bidders must call with concerns regarding pick up day or the items they won within a week after the pick up day has concluded.

## Email alerts:

At the time of registration your email will be added to our alert system and you will receive emails regarding auction details. RestaurantEquipment.Bid will never sell your information in any way.

## Privacy and Security:

We take our commitment to protect your personal information very seriously. We maintain a secure process to collect, transmit and store any personal information including credit card details. As a dynamic and growing site, RestaurantEquipment.Bid may contain links to other sites that are not under our control. Those web sites have their own policies regarding privacy. For your protection, you should review the policies upon visiting these other sites to make sure they meet your expectations of privacy.

Please read this document carefully before registering on the RestaurantEquipment.Bid website. By registering on the site, you agree to be bound by the Terms & Conditions set forth on the site. RestaurantEquipment.Bid reserves the right to update or modify these Terms & Conditions at any time without prior notice to user.