

## WisconsinSurplus.com User Agreement & Terms of Use

By registering with or using WisconsinSurplus.com, users agree to the following:

### Registration:

1. Users must provide a valid email address.
2. Users must provide full, accurate, honest, and verifiable information. If Wisconsin Surplus is unable to verify or the user has provided duplicate or inaccurate information the bidding registration will not be activated or will be deactivated.
3. Users may only register for one personal bidder number. If a user needs a work and personal bidder number, two unique email addresses must be used.
4. User email address and phone number(s) must all be in working order.
5. Sharing registration information is not allowed.

### Bidding:

1. Prior to Bidding
  1. Users must be registered and assigned a bidder number.
  2. Users must read & understand the 'How to Bid' Section.
  3. Users must understand the AutoExtend feature.
    1. All WisconsinSurplus.com Auctions use the AutoExtend feature. The basic rule is there must be a minimum of 10 minutes for a bidder to react to a bid. If there is a bid placed in the final 10 minutes for an item, the ending time for that item is automatically extended to allow the bidders 10 minutes to react. If another bid is received during that 'extended time,' the ending time is extended again--and again, if necessary, for 10 additional minutes for each extension. This continues and repeats until there are no more bids submitted during the 10 minute extended period. This 'AutoExtend' feature allows the bidding process to be more fair for every bidder and gives all bidders a chance to respond to any last-minute/second bid(s). Items are AutoExtended ONLY if a bid is placed within 10 minutes of the scheduled closing time. EXAMPLE: If you are bidding on an item scheduled to end at 10am and you place a bid at 9:59am - the auction will AutoExtend to 10:09am - if another bid is placed at 10:04am the auction will again be AutoExtended to 10:14am. This will continue until no bids are placed during the 10 minute AutoExtend period. NOTE: If a bidder increases their maximum bid during an AutoExtend this will count as a bid and extend the auction an additional 10 minutes.
  4. Users must understand the Staggered Ending feature.
    1. Auctions with multiple items use a Staggered ending time. Each item has its own ending time. If the auction is scheduled to end at 10:00am the first item will end at 10am and each item after the first will end in a set staggered interval. An example is a 5 minute stagger, each item will end 5 minutes after the item before it. However, remember that if an item is bid on in the last 10 minutes, the AutoExtend will begin for that item. The following items will stay on the original scheduled staggered ending time (unless they too are AutoExtended). The remaining auction time will be displayed within 12 hours of the end of the auction under the bid entry field on the right of the page. Bidders must utilize the "refresh" feature in order to get the most accurate bid amount on an item.
  5. Users must read & understand the auction details, terms & conditions. Each auction has a specific set of terms & conditions – which can be found on the auction's details page.
  6. Users must read & understand the description, location, condition & pictures of each item they are going to bid on.
  7. Users must agree to the **buyers' fees**, payment terms, payment deadlines and removal deadlines.
2. Each auction has several practice items which are meant for bidders to use as a way to practice or learn the bidding process. These items hold no value and are simply reset at the auction conclusion.
3. By placing a bid the user is agreeing to all the auction terms, conditions and details.
4. Bidders must utilize the "refresh" feature in order to get the most accurate bid amount on an item.
5. After thoroughly reviewing the item listing(s) a bid may be placed.

6. Bidders are encouraged to determine pick-up and/or shipping availability with seller prior to bidding. Pickup date/times are generally only during normal working hours and not on weekends. Shipping is rarely offered.
7. Outbid emails are sent to bidders if they have been outbid or their bid has been escalated. Outbid notices are only sent prior to the auction's posted ending time. Once the auction begins to end – outbid notices are no longer sent.
8. Bidders/users are responsible for their actions. If an entry error is made, bidders must call Wisconsin Surplus at (608-437-2001) and the error will be examined to determine if it was an error and if it can be corrected. Errors will not likely be corrected within the last 12 hours of the auction. If you are unsure how to bid or are new, we strongly suggest you do not wait until the very end of the auction to bid. Once the auction item has ended – the auction is final and bidding errors cannot be corrected.
9. Bidders are encouraged to use the practice items to learn the bidding process before placing a bid on an item.
10. If you are the high bidder on multiple items you are responsible for paying for all items -- Bidders are NOT allowed to win multiple items and then decide which item(s) they want. Likewise, if a bidder doesn't win one item but wins several others, they are required to pay for the items they did win. If you win 3 items, you pay for 3 items.
11. All items sell "AS IS - HOW IS - WHERE IS." Neither Wisconsin Surplus nor the seller gives any type of guarantee or warranty, implied or otherwise.
12. There are no returns, refunds or adjustments.
13. Both the seller and/or Wisconsin Surplus reserve the right to withdraw any auction item at any time, change the description and/or change the auction duration without giving any notice.
14. Items offered for auction are subject to final confirmation by the seller.
15. All items offered for auction and their descriptions have been provided by the seller & compiled to assist the buyer. The entire risk as to the quality and performance of the item(s) is with the buyer. Should the auction item(s) prove defective following the purchase; the buyer will assume the entire cost to rectify.
16. Bidders are strongly encouraged to inspect items and ask any questions prior to bidding.
17. Submitting/making a bid is a legally binding contract which requires full compliance by bidders/buyers of all Wisconsin Surplus Online Auction Terms & Conditions as well as full payment by the final highest bidder, plus buyers' fees, per the terms listed herein.
18. An Auction Buyer's Fee will be added to all high bids to determine the final selling price. Buyers' fee percentage is determined by actual amount of the final accepted high bid on each item. Please see the auctions details page to determine auction buyers' fee.
19. Bidder agrees that when using the Maximum Bid feature on the site, you use it according to the specifications Wisconsin Surplus has in place for that feature. When using the Maximum Bid feature, if you are the current high bidder and need to increase your max bid - Simply rebid with a new Maximum bid amount, making sure to leave the 'Your Bid' box empty. NOTE: This will not increase your current bid if your current bid meets the minimum required bid increment. If your current bid does NOT meet the minimum required bid increment it will be increased to the minimum. If the auction is in the AutoExtend process a maximum bid increase counts as a bid and will extend the AutoExtend procedure just like any bid. A warning box will pop up indicating you are the current high bidder. If you are OK with increasing your max bid click OK. You, as a Bidder, agree to only use this feature if you understand how the Maximum Bid feature works.
20. Maximum bid hunting is forbidden: this is when the high bidder wants their high bid removed after placing multiple bids or a maximum bid against another bidder's maximum bid. Example: The current bid is \$100. John bids \$110 but is not the high bidder (The current bidder has a Maximum bid set). So, John bids \$130, and then \$150, and then \$170, and then \$190, and then \$210 and now John is finally the high bidder. John now knows that the original bidder has a maximum bid of \$200 and calls Wisconsin Surplus asking to have his last bid removed and likely provides some reason. Wisconsin Surplus informs John that his last bid will NOT be removed and further explains that maximum bid hunting is NOT allowed and his bidding privileges may be revoked.
21. Bidders may increase their bids at any time by using one of the following methods:
  1. The current high bidder can increase their bid by using the "Your Bid" box – By entering a new higher bid in the 'Your Bid' box you will increase the current high bid to the new bid amount entered. Example: If you are the current high bidder at \$500 and enter a new bid for \$1000 in the 'Your Bid' box – the current high bid will increase to \$1000.
  2. The current high bidder can increase their bid by using the "Your Maximum" box – By entering a new higher bid in the 'Your Maximum' box you will not increase the current high bid, unless your current high bid did not meet the minimum required bid increment. It will only increase your maximum bid amount or create a new maximum bid. Example: If you are the current high bidder at \$500 and enter a new bid for \$1000 in the 'Your Maximum' box – the current high bid will remain at \$500 and your Maximum bid will now be \$1000.
  3. The current high bidder can increase their bid by using both the "Your Bid" and "Your Maximum" bid boxes (NOTE: This is NOT a suggested practice). By entering a new higher bid in the 'Your Bid' and 'Your Maximum' bid boxes you

will increase the current high bid to the new bid amount entered in the 'Your Bid' box and will increase your maximum bid amount or create a new maximum bid for the amount entered in the 'Your Maximum' bid box. Example: If you are the current high bidder at \$500 and enter a new bid for \$600 in the 'Your Bid' box and a new bid for \$1000 in the 'Your Maximum' bid box – the current high bid will increase to \$600 and your Maximum bid will now be \$1000.

**Bidding Error Policy:** *(Bidders are responsible for their actions; if an entry error is made bidders must call Wisconsin Surplus immediately)*

1. If a bidder places a max bid in the incorrect bidding box (The "Your Bid" box).
  1. The bidder calls Wisconsin Surplus immediately after making the error and the auction item has not ended – Wisconsin Surplus staff will review the bidding and time permitting, convert the incorrect bid to a max bid. If the auction item ends prior to the correction – the bidding will stand as is and the bidder will be required to honor the incorrect bid.
  2. If the auction item has ended - No correction can be made and the bidding will stand as is and the bidder will be required to honor the incorrect bid.
  3. These types of errors will only be corrected once per bidder.
2. If a bidder mistakenly increases their bid for any reason.
  1. If the bidder calls Wisconsin Surplus immediately after making the mistake and the auction has at least 24 hours remaining – Wisconsin Surplus staff will examine the bidding and likely correct the mistake.
  2. If the bidder calls Wisconsin Surplus immediately after making the mistake and the auction has less than 24 hours remaining – Wisconsin Surplus staff will examine the bidding to determine if a corrections can be made. If no corrections can be made, the bidder will be required to honor the bid.
  3. If the auction item has 2 or fewer hours remaining or has ended - No correction can be made and the bidding will stand as is and the bidder will be required to honor the incorrect bid.
3. If a bidder mistakenly enters an incorrect Maximum Bid – Example: Bidder wants to place a max bid of \$10.75 but forgets to enter the decimal point and the bid is submitted as \$1075.00. The bidder must call Wisconsin Surplus to have this error corrected. Wisconsin Surplus staff will review the bidding and time permitting; correct the error in one of the following ways.
  1. If the current bid is less than the desired Maximum bid – the incorrect bid will be converted to the desired bid.
  2. If the current bid exceeds the desired maximum bid – the incorrect bid will be converted to the current high bid amount. If no other bids are made - the bidder making the error will be required to honor the higher corrected bid.
  3. If the auction item has ended - No correction can be made and the bidding will stand as is and the bidder will be required to honor the incorrect bid.
  4. These types of errors will only be corrected once per bidder.
4. If a bidder fails to complete the entire bidding process their bid will not be accepted. Please review the "How to Bid" Section for a detailed description on how to bid. The basics are as follows:
  1. Enter bid amount.
  2. Enter bidder number and password.
  3. Click on Submit bids.
  4. Agree to Terms & Conditions by checking all the check boxes and clicking continue.
  5. Confirm the item, the bid amount, and click on Submit Bid.
5. If a bidder places a bid on the wrong item.
  1. If the bidder calls Wisconsin Surplus immediately after making the error and the auction has at least 24 hours remaining – Wisconsin Surplus staff will examine the bidding and likely correct the error by removing the incorrect bid.
  2. If the bidder calls Wisconsin Surplus immediately after making the error and the auction has less than 24 hours remaining – Wisconsin Surplus staff will examine the bidding to determine what can be corrected, if anything. If no corrections can be made. The bidder will be required to honor the incorrect bid. If the bidder placed a maximum bid, it will be removed; but the bidder will remain the high bidder. The bidder will be required to honor the incorrect bid if not outbid.
  3. If the auction item has ended - No correction can be made and the bidding will stand as is and the bidder will be required to honor the incorrect bid.
6. If a bidder mistakenly places a bid on a practice item thinking the bid was being placed on an auction item.
  1. If the auction item has not ended – the bidder must bid on the correct item.
  2. If the auction item has ended – all bids placed on practice items are reset at the auction conclusion. Under no circumstances will a bid on a practice item be used for a non-practice auction item.
7. NONE of the following are acceptable:

1. Winning an auction item before getting approval from bidder's company/business or going over budget and their company won't allow it.
2. Bidding on multiple items but only wanting one.
3. Bidder gets caught up in the bidding war; bidder goes over budget, and wants bid retracted.
4. Bidder fails to communicate with Wisconsin Surplus after winning a bid.
5. Bidder wants to non-pay because:
  1. There is a death in the family.
  2. "I never bid on that item."
  3. "I didn't know about the buyer's premium or sales taxes"
  4. "My buyer fell through."
  5. "I didn't know what I was doing. It was my first time bidding."
  6. "My wife (or husband) found out I bought this and is upset"
  7. "I have a medical (or other) emergency"
  8. "My kid (co-worker/friend/husband/roommate/etc.) bid on this not me"
  9. "It won't fit in my vehicle"
  10. "It's too big for me to pickup"
  11. "It's the wrong size"
  12. "I don't have the funds"
  13. Bidder bought a gun: "I didn't know I had to do a background check"
  14. Bidder bought a gun: "I didn't know you couldn't ship it to my house"

#### **Payment:**

1. Winning bidders are required to make payment on or before the posted payment deadline.
2. Wisconsin Surplus will contact all bidders with a remaining balance on their invoice the day before the posted payment deadline and on the day of, if there is still a balance due.
3. Winning bidders must make payment using an acceptable payment form – each auction's acceptable payment forms are unique and listed in the auction details.
4. Personal Checks, Business Checks, Credit Card Checks and American Express are NOT acceptable forms of payment for any auction.
5. Real Estate and Land auctions must be paid using a guaranteed form of payment – including: Cash, Bank Drafted Cashier's Check, Wire Transfer or ACH. (Credit Cards, Credit Card Checks or PayPal are not acceptable).
6. Wisconsin Surplus is responsible for collecting Wisconsin State & County sales taxes for items sold in Wisconsin.
7. A 2.5% service fee will be charged on credit card and/or PayPal payments over \$25,000.
8. Winning bidders are responsible for any and all auction buyers' fee(s). See each auction's details page for specific auction fees.
9. The Wisconsin Dept. of Revenue requires Wisconsin Surplus to apply sales taxes to the auction high bid **and** the auction buyers' fee(s). If the high bid is \$1000 and the Buyers Fee is \$150 – Wisconsin State & County Sales Tax is calculated on \$1150.
10. Non-payments of invoices are not allowed – please see the Loss of Bidding Privileges Policy.

#### **Removal:**

1. Full payment must be made before items will be released to buyer.
2. Items must be removed by the posted removal deadline.
3. Items must be removed/picked-up from their present location, during posted hours and by appointment. Pickup dates/times are generally only during normal working hours and not on weekends.
4. A \$10 Per Day Storage Fee Applies on all items remaining after the posted removal deadline & must be paid prior to removal.
5. Buyer is to arrange and pay for any and all shipping & removal costs and any related fees.
6. It is the full responsibility of the buyer for all removal, dismantling, rigging, hauling, loading, and relocation costs.
7. Paid items remaining 14 days after auction conclusion will be considered abandoned and disposed of.
8. Buyers are responsible for removing items in a professional workman-like manner and as per the seller's schedule and direction.
9. Loading Waiver & Release of Liability: I, the buyer or assigned, have purchased item(s) from WisconsinSurplus.com. In consideration for the receipt of loading assistance with respect to those item(s), the buyer hereby agrees to release and

waive any and all claims, causes of action, damages (including consequential damages and/or loss of use), loss, injuries or liabilities of whatsoever kind of nature against Wisconsin Surplus, its employees, its sellers and/or assigns arising from or related to, directly or indirectly, such loading services.

10. Buyers are encouraged to thoroughly inspect items for any major description discrepancies. If you find an unsatisfactory major discrepancy and wish for a refund, you must LEAVE the item - do not take it. Call Wisconsin Surplus (608-437-2001) immediately. If you take the item no refunds will be issued.
11. Bidders are encouraged to test items at time of pickup - start it, plug it in, turn it on, make sure it is as it was described.

#### **Loss of Bidding Privileges Policy:**

##### **1. Non-payment**

1. In the event a non-payment occurs, the following reinstatement conditions apply:

1. **1<sup>st</sup> Non-Pay:** The bidder account will be suspended for 6 months. After the suspension, the bidder may request an account review. If approved, the bidder will be required to pay at least a \$200 non-refundable fee, regardless of non-pay total. Once the payment has been received, the bidder will be reinstated.
2. **2<sup>nd</sup> Non-Pay:** The bidder will permanently lose their bidding privileges.

##### **2. Late payment** with no notification.

1. In the event a late payment with no notification is made, the following reinstatement conditions apply:

1. **1<sup>st</sup> Late Pay:** Warning issued to the bidder.
2. **2<sup>nd</sup> Late Pay:** Loss of bidding privileges for 1 month.
3. **3<sup>rd</sup> Late Pay:** The bidder will permanently lose their bidding privileges.

##### **3. Disrespectful, rude or harassing**

1. This will not be tolerated in any form – Bidder privileges will be revoked permanently.

##### **4. Sharing** account information.

1. Sharing account information (Bidder Number/Password) is strictly forbidden. Bidder privileges will be revoked permanently.

##### **5. Inconsistencies** for late-payments reasons/stories.

1. These cases will be evaluated at the time of occurrence with consequences up to and including permanent loss of bidding privileges.

##### **6. Incorrect, False, or Unverifiable** registration information.

1. If incorrect, false or unverifiable registration information is knowingly provided for fraudulent reasons, bidder privileges will be revoked permanently.
2. If incorrect, false or unverifiable registration information is provided in error, bidding privileges will be suspended until accurate information is provided & verified.

##### **7. Disconnected** phone number.

1. Bidding privileges will be suspended until an accurate phone number(s) are provided & verified.

##### **8. Voicemail** not set up.

1. Bidding privileges will be suspended until an accurate phone number(s) are provided & verified.

##### **9. Out-of-Date** profile information.

1. Bidding privileges will be suspended until accurate updated information is provided & verified.

##### **10. Violation of Auction or Site Terms or User Agreement.**

1. These cases will be evaluated at the time of occurrence with consequences up to and including permanent loss of bidding privileges.

#### **Legal:**

1. Access and use of any online auction site of WisconsinSurplus.com, (collectively the "Site") is subject to any and all specific terms and conditions set forth on any individual page within the Site and the terms and conditions of this User Agreement (collectively "Site User Agreement") and all applicable laws and regulations, including but not limited to copyright and trademark laws. BY ACCESSING THIS SITE, YOU, THE BIDDER, AGREE TO ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, ALL OF THE TERMS AND CONDITIONS OF THE SITE USER AGREEMENT 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 of the Site User Agreement or any other applicable law or regulation. Wisconsin Surplus reserves the right to periodically change the terms and conditions of the User Site Agreement 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 thereto.

2. You, the Bidder will be suspended or permanently banned from the Site if you, the Bidder, provide false information when registering, such as a false name or fraudulent contact information. You, the Bidder, will be permanently banned from this Site if you are the successful Bidder and you do not honor your auction bid. Furthermore, if you do not honor your auction bid, legal action may be taken against you. WisconsinSurplus.com (hereinafter "Wisconsin Surplus") use of e-mail addresses is strictly limited to contact Buyers and Owner/Sellers; any use of this private information by you, the Bidder, is strictly prohibited.
3. Settlement for payment for purchases must be made by cash, cashiers' checks, or wire transfer of funds, and made payable to Wisconsin Surplus unless otherwise noted in a specific auction's terms and conditions. All sales are subject to appropriate Wisconsin State Sales Tax laws. Buyer must acknowledge and agree not to retract their purchase offer. Buyer shall be responsible for making all arrangements for merchandise pick-up and/or removal per specific terms or conditions listed for auction.
4. The descriptions of items/lots appearing for auction and in advertising prior to the auction are believed to be correct. Nevertheless, neither those descriptions nor any oral statements made by Owner/Seller or Wisconsin Surplus concerning any item/lot shall be construed as a warranty, either express or implied. ITEMS/LOTS ARE ALL SOLD AS IS - WHERE IS - HOW IS and WITH ALL FAULTS, known, apparent, unknown or otherwise. Bidder acknowledges that all items/lots were available for inspection prior to the auction and, by these terms, Wisconsin Surplus and Owner/Seller strongly encourage Bidders to carefully inspect each item/lot in which Bidder had any interest to determine the item/lot's nature, quality, condition, quantity and size. All Bidders rely solely on their personal inspection and not on information listed on the Site or otherwise provided by Wisconsin Surplus or Owner/Seller. Bidder's failure to inspect, or otherwise to be fully informed as to the nature, quality, condition, quantity and size of any item/lot will not constitute grounds for any claim, adjustment, refund, termination of the contract for sale, or refusal to close the sale, against Wisconsin Surplus or Owner/Seller.
5. This User Agreement constitutes the final expression of the parties' agreement and a complete and exclusive statement of the terms of the sale. The IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE SPECIFICALLY EXCLUDED from this sale and transaction and shall NOT apply to the merchandise that is the subject of these sales. Auctioneer does not have control over the items/lots that are posted in the Site, and cannot guarantee the authenticity and quality of said product. Auctioneer is not responsible for the actions the Owner/Sellers and Buyers take before, during, and after the auction, typographical errors, misprints, loss of merchandise/money, damage or failure of equipment, due to your visit to this auction site. Use of this site is at your own risk. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state. Legal actions, if any, must be held in Madison, Dane County, Wisconsin.
6. Despite efforts to avoid the withdrawal of items/lots from the sale after they are listed, it may sometimes be necessary. Wisconsin Surplus reserves the right to do so at any time before or during the sale.
7. All items are offered with reserve unless specifically specified otherwise in the terms of the specific auction the item(s) are offered in.
8. Buyer will be furnished an electronic invoice at the conclusion of the auction via email. Buyer must therefore provide Wisconsin Surplus with Buyer's current, correct e-mail address and/or Fax machine phone number, and/or U.S. Postal Service complete and current mailing address.
9. Merchandise becomes the full responsibility of the Buyer at time of PAYMENT, and Buyer assumes all risk of loss and damage to property until removed from sale premises. Owner/Seller and Wisconsin Surplus agree that merchandise may remain on the sale premises for a period of time following the auction. The date by which all merchandise must be removed from the premises is posted on an auction-by-auction basis, on the specific auction details page. After the final removal date, there will be a \$10.00 per day, per item/lot storage fee charged to the Buyer. Paid items remaining 14 days after the auction conclusion will be considered abandoned & disposed of at the full discretion of Wisconsin Surplus or the Seller.
10. No adjustment will be made with regard to merchandise inventory after item/lot has been removed from the premises or after the removal date posted by Wisconsin Surplus, whether or not the property has been removed. Wisconsin Surplus reserves the right, for any reason, in their sole discretion, to terminate, change or suspend any aspect of any auction sale.
11. Wisconsin Surplus reserves the right to resell any property not paid for in full with all funds received by Wisconsin Surplus within five days of the online auction item/lots closing date. Failure to pay for item/lots won will result in legal action against Buyer. Further, the Buyer will be banned from any future auctions. Auctioneer may resell any unpaid-for items with Buyer responsible for collection and damages resulting from the resale. Wisconsin Surplus reserves the right to reject any and all bids, if they so choose.

12. The final highest purchaser shall be designated at the end of each auction sale. If a dispute arises between two or more Bidders, Wisconsin Surplus reserves the right to reopen bidding. Wisconsin Surplus designation of the final highest purchaser shall be final.
13. Bidder accepts responsibility for and agrees to indemnify, defend and hold harmless each Owner/Seller and Wisconsin Surplus 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 Buyers, 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 item/lots, and arising out of, based upon, or resulting from any breach or violation by Bidder of this Site User Agreement or any use by Bidder of the Site or as a result of a dispute with another Bidder.
14. Wisconsin Surplus is providing services as an independent contractor for the Owner/Seller only and is not responsible for statements made by other parties.
15. This Site User Agreement constitutes a binding agreement between Bidder and Wisconsin Surplus until terminated by Wisconsin Surplus, which Wisconsin Surplus may do at any time, without notice, in Wisconsin Surplus's sole discretion. If Bidder dissatisfaction occurs with the auction sale in any way, Bidder's only recourse is to immediately discontinue use of the auction Site. Wisconsin Surplus reserves the right to terminate Bidder's registration and use of the auction Site, and impose limits on certain features of the auction site or restrict Bidder's access to, or use of, part or the entire Site without notice or penalty.
16. Wisconsin Surplus cannot, and will not, be held responsible 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 Site. Bidder acknowledges that this auction is conducted electronically and relies on hardware and software that may malfunction without warning. Wisconsin Surplus, in its sole discretion, may void any sale, temporarily suspend bidding and re-sell any item/lots that were affected by any malfunction. The decision of Wisconsin Surplus is final.
17. Wisconsin Surplus gathers information about Bidders and Owner/Sellers for the purposes of conducting online auctions only. Wisconsin Surplus does not, and will not, sell or rent this information.
18. Wisconsin Surplus uses email mailing lists to notify its customers about online auctions and related events. If you are receiving a particular mailing and wish to discontinue receiving future mailings, simply reply to the received email with "Remove" in the subject line and Wisconsin Surplus will promptly remove you from our list. Note: We normally only send one marketing email per week on Monday's. Unsubscribing to this email may cause a loss of your bidding number.
19. As a Bidder, placing a bid is a binding contract between you and the Owner/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. Placing a bid on this Site, and winning, then not paying for the product is illegal, and prosecution can result. Only the laws of the State of Wisconsin shall apply and shall govern all actions accordingly. Buyer agrees to abide by all such Wisconsin laws.
20. As a Bidder you are responsible for any bids placed under your bidding number and password. The security of your Bidder information is your sole responsibility as you, the Bidder, will be responsible for any and all bids placed under your number. If at any time you feel that your Bidder number and password have been compromised due to lack of security on your part, you must notify Wisconsin Surplus immediately.
21. You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy the Site or the content contained herein without Wisconsin Surplus' prior, express written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from the Site without prior, express written permission from Wisconsin Surplus. THE SITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPOSED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.
22. No legal advice is intended or implied by anything contained within the Site. No obligation, liability, responsibility, accountability or burden is undertaken, assumed or otherwise imposed by maintaining the Site.
23. Any controversy or claim arising out of or relating to this Site User Agreement shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Madison, Dane County, Wisconsin, and judgment on the arbitration award

may be entered into any court having jurisdiction thereof. Wisconsin Surplus may seek any interim or preliminary relief from a court of competent jurisdiction in Dane County, Wisconsin necessary to protect the rights or property of Auctioneer pending the completion of arbitration. Buyer and Wisconsin Surplus are independent contractors, and no agency, partnership, joint venture, employee or franchiser-franchisee relationship is intended or created by this Agreement Buyer agrees to except his choice of law.

24. The Site User Agreement and any disputes arising out of or related to the Site shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin applicable to contracts entered into and to be performed entirely within the State of Wisconsin. If any provision of this Site User Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Wisconsin Surplus' failure to act with respect to a breach by you or others does not waive the right to act with respect to subsequent or similar breaches. This Site User Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.
25. All parties agree to disregard Section 2 – 2.01 of the Uniform Commercial Code as it regards the Statute of Frauds.