

# Seller Timed Auction Terms and Conditions

The Angling Marketplace, hereinafter referred to as "The Angling Marketplace".

Any participation, transaction or involvement with The Angling Marketplace indicates your acceptance of these Terms and Conditions.

Provisions of the NY Uniform Commercial Code, Section 2-328 apply to all auctions.

1. The Angling Marketplace reserves the right to deny or end participation to any Seller at any time.
2. Hosting of the Seller Timed Auctions is provided by The Angling Marketplace as a service only. Seller is solely responsible for their listings in their entirety.
3. Sellers must have good title, or express written permission from the legal owner as their agent to sell every item included in a timed auction.
4. It is the Seller's responsibility to provide comprehensive descriptions, appropriate condition grade and/or clear unaltered photos of their items to facilitate an honest transaction. Should there be a dispute due to a claim the Seller's item is not as described, granting a return and refund to the Buyer will be at the sole discretion of The Angling Marketplace. In the case of a return, once the item is received by the Seller, the buyer will be remitted the hammer price, buyer's premium and the cost of shipping, with all but the buyer's premium deducted from the Seller's proceeds.
3. Bidding platform records of The Angling Marketplace will be deemed conclusive in all respects and will be final. In the event of two identical absentee bids, the first bid received will be the successful bid.
4. No fee will be charged or collected from the Seller by The Angling Marketplace for this timed auction. The Angling Marketplace will pay the Paypal fees associated with Buyer purchases of Seller lots for this timed auction.
5. Seller lots may not be withdrawn once the timed auction is in progress without written permission from The Angling Marketplace. If the item is not delivered to the Buyer post-auction, the Seller will remit 21% of the hammer price to The Angling Marketplace.
6. Seller packaging must conform to USPS and/or UPS standards. Insurance equaling the full purchase price of every item sold is mandatory. Delivery Confirmation and tracking number is mandatory. Should there be postal damage or an item is lost in transit, it will be the Seller's responsibility to facilitate a claim and work with the Buyer and carrier for a satisfactory resolution.
7. Seller will receive the mailing address provided by the Buyer during the auction registration. The Angling Marketplace will not be held responsible for address errors.
8. Opinions or comments made by a representative of The Angling Marketplace are not to be considered in any way a guarantee or overrides any facet of this Terms and Conditions.
9. Information emailed from a Seller to a bidder pertaining to a timed auction lot will be considered part of the description.
10. Seller participation in a timed auction shows a legal agreement between the parties and constitutes a real transaction. Any Seller recognizes and accepts the existence of this binding contract.
11. Proceeds checks will be mailed to all Sellers within 10 days following the receipt of the Buyer's payment and Delivery Confirmation of the item(s).
12. Applicable Sales Tax will be collected and remitted by The Angling Marketplace.
13. The Angling Marketplace will collect shipping fees in accordance with the shipping cost listed in the Seller's description, and remit in total to the Sellers as per the stated fee. Should a Seller request the shipping reimbursement to be paid through Paypal, the Seller agrees to pay the associated fee for that transaction. If the shipping cost is above the collected amount, the Seller will absorb the loss. If the shipping amount collected is below the actual shipping cost, the Seller will retain the gain.
14. Shill bidding is absolutely forbidden, it is prohibited by law and will not be tolerated. Sellers may not place a bid on any item/lot they list in a timed auction - this includes items the Seller is listing for others. If proof of illegal bidding is received, the Seller will be banned from participation in all future auctions and will be reported to the necessary authorities for criminal prosecution.
15. For bidders requesting anonymity, The Angling Marketplace will offer absentee bidding through an in-house account. Should an absentee bid be successful, the purchase will be paid by and the item shipped to The Angling Marketplace. The buyer's identity will not be shared with the Seller.
16. All lots have a starting price of \$10. Seller reserves must be requested via email to [info@theanglingmarketplace.com](mailto:info@theanglingmarketplace.com) and confirmed/agreed by The Angling Marketplace prior to the start of the auction, otherwise all Seller lots will be sold without reserve absolutely. All reserves carry a \$10.00 fee, plus an additional 5% of the reserve placed by the Seller if over \$200, to be paid to The Angling Marketplace in the event the lot goes unsold. Reserve fees will be deducted from the Seller's proceeds check for that timed auction, or paid to The Angling Marketplace by the Seller within 5 days following the completion of the timed auction.
17. No banned or illegal items are allowed. No ammunition or firearms of any kind are allowed. The Angling Marketplace reserves the right to withdraw any Seller listing prior to the end of the auction.
18. Seller photos may be used for advertising purposes by The Angling Marketplace.
19. Seller agrees to allow the publication of their email address in conjunction with each lot description. Correspondence between a Seller and Buyer may not be shared publicly, to include but not limited to online posts and social media.
20. A buyer's premium of 21% will be charged for all timed auction purchases, applied to all property sold, to be paid by the Buyer as part of the purchase price. This commission, based on the hammer or sale price, is paid to The Angling Marketplace by the Buyer with the Seller's permission.

21. Seller, bidder, buyer, consignor, independent contractor, employee, or any person whatsoever expressly acknowledges and agrees that in no event shall owners, officers, representatives, independent contractors or employees of The Angling Marketplace be liable for compensatory, incidental, consequential, or any damages whatsoever. The Angling Marketplace shall be held harmless from any person whatsoever with respect to any and all claims, including but not limited to, liability for loss, damage or injury of any kind.

22. The Angling Marketplace will not be held liable or responsible for failure to execute bids, reserves, or complete any transaction. The Angling Marketplace will not be held responsible or liable by any party for selling delays, canceled lots, withdraws, changes in auction conditions, dates, change of venue, delayed or canceled listings, a partial or entire canceled auction, no matter the cause or reason. In the event the Internet connection is affected or lost, it is at sole and absolute discretion of The Angling Marketplace as to continue or cancel the remainder of the auction and/or to resume at a later date.

23. In the event of failure to comply with any of the stated conditions, the damage recoverable from the defaulter or offender shall include, but is not limited to, any loss, added expenses to The Angling Marketplace, reasonable attorney fees, all legal action expenses.

24. This contract contains the complete, exclusive, and final agreement of the parties, being no understanding, no oral or other written agreement, inducement, promise, representation or warranty than is included in this Terms and Conditions, any such matter has been merged into this agreement and does not survive its execution. If any portion of this contract is for any reason proven invalid or unenforceable the remainder shall remain valid and enforceable.

25. Any and all persons, participants or their agents agree to be governed by the laws of the State of New York and all issues concerning a service, sale, purchase, or any other matter whatsoever will be construed in accordance with the laws of New York and the parties further agree that all legal actions concerning any issue or transaction with The Angling Marketplace will be brought in Oneida County, State of New York.