



Building Materials Outlet MW, Inc & bidbmomn.com
Online Auction Terms & Conditions

By using this website you consent, accept and agree to be bound by these Terms & Conditions.

Building Materials Outlet has been commissioned to sell at public auction all remaining inventory left over from major Midwest manufacturers and distributors of windows, door, cabinets, millwork and more.

REGISTRATION

All registration must be legally capable of entering into a binding contract. Information provided must be current, accurate and complete. All bidders must be 18 years of age or older and provide their full name, address, daytime/evening phone numbers. Bidbmomn.com reserves the right to refuse access to the site if they deem necessary. The bidder agrees not to use any device, software or routine to interfere or attempt to interfere with the proper working of any transaction being conducted on and during any auction.

INSPECTION

All auctions will have a designated inspection time for merchandise. Bidders are encouraged and should examine and inspect the items before bidding. ALL ITEMS SELL IN "AS IS" - "WHERE IS" - "HOW IS" CONDITIONS, WITH ALL FAULTS, NO WARRANTIES AND NO GUARANTEES ARE EITHER EXPRESSED OR IMPLIED. Pictures are supplied for the benefit of the bidder, and will not be interpreted as warranties, descriptions or symbols for any merchandise. No allowance will be made for errors in cataloging, genuineness defects or imperfections that are not noted. The description of items appearing in advertising prior to this auction are believed to be correct. Nevertheless, neither those descriptions nor any oral statements made Owners, its Officers, Agents and Employees of Building Materials Outlet MW, Inc & bidbmomn.com concerning any item shall be construed as a warranty, either expressed or implied. Building Materials Outlet MW, Inc & bidbmomn.com, its Owners, its Officers, Agents and Employees are not responsible for the actions the buyers take before, during, and after the auction, typographical errors, misprints, loss of merchandise/money, damage to product or failure of equipment, due to your visit to this auction site. BIDDER'S FAILURE TO INSPECT, OR OTHERWISE TO BE FULLY AWARE OF 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 THE REFUSAL TO CLOSE THE SALE.

BIDDING

As a Bidder, placing a bid is a binding contract between you and Building Materials Outlet MW, Inc & bidbmomn.com and the bid cannot be retracted. 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. Once you place a bid, and if you win, you will be obligated to buy the product at the said price in addition to a Buyer's Premium and State Sales Tax. Placing a bid on this site and winning, then not paying for the product could be illegal and prosecution can result. Unless the item/lot has a minimum reserve price, all items will be sold to the highest bidder. Building Materials Outlet MW, Inc & bidbmomn.com reserve the right to bid on any item/lot. At anytime Building Materials Outlet MW, Inc & bidbmomn.com reserves the right to withdraw any auction item/lots and or extend the auction duration. In any event of software malfunction, shutdown or loss of service, Building Materials Outlet MW, Inc & bidbmomn.com reserves the right to void the auction, or remedy the situation in the most efficient and beneficial manner for the seller(s) and shall not be held liable in any manner for equipment malfunction, shutdown or loss of service.

The final highest bid shall be designated at the end of each auction sale. If a dispute arises between two or more bidders, Building Materials Outlet MW, Inc & bidbmomn.com, at its discretion, reserve the right to reject any and all bids if they so choose.

Bidding will have a staggered end time with two item closing per minute; closing times will be stated on the auction site. The bidding will be left open for any item/lot that has received a bid within the last two minutes from the last recorded bid time.

MAXIMUM BID FEATURE

When using the Maximum Bid feature on this site, you use it according to the requirements and specification that is in place for this feature. When using the Maximum Bid feature, if you are the current High Bidder and you want to change your Maximum Bid you will be required to place a new bid in the increment designated for that item/lot in order to raise your Maximum Bid which may cause you to raise your last high bid by one bid increment. As a Bidder, you agree to only use this feature if you understand how the Maximum Bid feature works.

SETTLEMENT & REMOVAL

DO NOT BID IF YOU CAN NOT REMOVE ITEMS WITHIN THE SPECIFIED REMOVAL DATES!!!! BMO IS NOT RESPONSIBLE FOR LOADING, BRING YOU OWN HELP TO LOAD. IF YOU REQUIRE ASSISTANCE YOU WILL BE CHARGED \$50 PER ITEM. Successful bidders will receive an email invoice within 24 hours of the auction closing. Please contact 651-365-1141 if you have not received an invoice within the 24 hour period. Prompt Payment for your item/items must be made by in person with cash, Visa, MasterCard, Discover or Debit card. Absolutely NO PERSONAL OR BUSINESS CHECKS WILL BE ACCEPTED. All sales are subject to a 12% Buyer's Premium and the appropriate State Sales tax. If you are tax exempt, you must furnish a tax exempt form at the time of purchase.

BE AWARE OF PAYMENT & PICK UP TIMES! All payment and pick up times will be posted for each auction. Failure to read our terms is no excuse! Failure to pay for item/lots won on this online auction will result in legal action against the Buyer by either Building Materials Outlet MW, Inc & bidbmomn.com or the Owner of the item/lots. In addition, the Bidder will be permanently banned from any future auctions held by Building Materials Outlet MW, Inc & bidbmomn.com. Building Materials Outlet MW, Inc & bidbmomn.com reserves the right to resell any property that is not paid for or removed by the specified time and date allowed. After the final removal date ownership will revert back to the original Owner/Seller and the Owner/Seller may dispose of the item at their discretion.

Merchandise becomes the full responsibility of the Bidder at the time of payment. Any Bidder having someone else pick-up their purchases must notify us at 651-365-1141, or the item/lots will not be released. Building Materials Outlet MW, Inc & bidbmomn.com and their employees will assume no responsibility for any part of the removal process of the item/lots. Bidder is solely responsible for all risk in disassembling, disconnecting, loading and transport for all item/lots purchased. Bidder accepts responsibility for and agrees to indemnify, defend and hold harmless each Owner/Seller their employees, officers, affiliates, subsidiaries, directors, agents, and representatives from and against any and all claims, losses, damages, liabilities, judgments, fees, costs and expenses (including reasonable attorney fees and expenses). Any personal injury or property damage incurred on the sale premises or during removal and transport of any item/lots based upon, or arising out of, or resulting from a breach violation by Bidder of this agreement.

DISCLAIMER

No claims will be allowed after item/lots have been removed from auction site. The seller, Building Materials Outlet MW, Inc or bidbmomn.com shall not be held liable for non-delivery to any Bidder of any item. I hereby waive all claims and liabilities to future litigation against Building Materials Outlet MW, Inc & bidbmomn.com regarding my visit to these premises on any all auction preview days, any and all auction sale days and any and all days requiring removal of purchased merchandise from these premises for the following:

1. Accident or injury to me or damage to my property
2. Claims for loss or damage to any personal property or equipment that I may bring onto the premises. I understand and agree that I, nor any person accompanying me, will not attempt to operate or activate any equipment or machinery on the premises

Auction sites are potentially dangerous places. Any child under the age of 15 must be accompanied by an adult and a child waiver must be signed at the front desk before entering the warehouse. Every person who enters such site enters at his or her own risk. Bidders will advise their employees, friends, etc of such risks. No person shall have a claim against Building Materials Outlet MW, Inc & bidbmomn.com, its Owners, its Officers, Agents and Employees for any injuries sustained or claimed by any Bidder or person, or entity in connection with the auction. Without limiting the foregoing, in no event shall Building Materials Outlet MW, Inc & bidbmomn.com liability to any bidder for any act or omission occurring in connection with the auction exceed the amount that such bidder, person, or entity has actually paid to Building Materials Outlet MW, Inc & bidbmomn.com as payment for purchase.

Any disputes arising out of or related to the site shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota applicable to contracts entered into and to be performed entirely within the State of Minnesota. In bidding with Building Materials Outlet MW, Inc & bidbmomn.com, you are consenting to personal and exclusive jurisdiction in the courts of the State of Minnesota located in Dakota County. If any provision of the terms and conditions agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

Your use of this auction site marks your acceptance for all the Terms and Conditions stated above. Some auctions may have additional auction specific terms that may apply in which case you will be notified.