

Auction Policies

(Please Read Carefully!)

Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE BIDDING. By registering for, accessing, or placing a bid in any auction conducted by Florida's Antique Mall Auction, the bidder acknowledges that they have read, understood, and agreed to be bound by these Terms and Conditions.

1. BIDDING IS A BINDING CONTRACT

IMPORTANT: All winning bids accepted are deemed to be a valid and binding contract between the buyer and seller. Once a bid is placed, it cannot be withdrawn except at the sole discretion of the Auctioneer or as otherwise required by applicable law.

Winning bidders are required to pay the full winning bid amount, plus all applicable buyer's premiums, taxes, shipping charges, handling fees, and any other fees associated with the transaction. Please bid responsibly and BE SURE FUNDS ARE AVAILABLE BEFORE BIDDING.

By placing a bid, the bidder represents that they are legally able to enter into a binding contract and agree to comply with all auction rules, payment requirements, pickup deadlines, and other policies listed herein.

2. BUYER DUE DILIGENCE

It is the sole responsibility of each bidder to conduct any and all due diligence prior to placing a bid. This includes, but is not limited to, carefully reading the complete item description, reviewing all photographs, asking questions, and requesting additional information.

All item descriptions, photographs, measurements, estimated values, opinions, and other information provided by Florida's Antique Mall Auction are intended to serve as general guides for buyers and should not be considered definite or guaranteed statements of fact.

Please review all photographs carefully, as photographs are considered part of the item description. Bidders are encouraged to ask questions before bidding if they are uncertain about an item's condition, authenticity, size, functionality, or any other characteristic.

IF UNSURE ABOUT AN ITEM, DO NOT BID.

Any store price tag, retail price, vendor price, or other price visible in photographs does not reflect the auction price, starting bid, estimated value, or final selling price of the item.

3. ALL SALES ARE FINAL — ITEMS SOLD "AS IS, WHERE IS"

ALL SALES ARE FINAL. The condition of the merchandise offered for auction varies, and bidders acknowledge that many items may be antique, vintage, used, previously owned, damaged, incomplete, or in need of repair or restoration.

Buyer understands and agrees that:

1. Any description, statement, estimate, photograph, sample, or other information provided by the Auctioneer is provided solely for identification and informational purposes and does not create any warranty, express or implied, that the merchandise conforms to such description or sample.

2. All merchandise is purchased and accepted by the Buyer "AS IS, WHERE IS," "IN PLACE," and "WITH ALL FAULTS, KNOWN AND UNKNOWN."
3. The Auctioneer makes no warranties or guarantees whatsoever, whether written, oral, express, or implied, regarding quality, quantity, condition, authenticity, location, usability, merchantability, saleability, weight, measurement, brand, make, style, year, model, mechanical condition, performance, fitness for a particular purpose, or any other specification.

Descriptions have been prepared for guide purposes only and shall not be relied upon by the Buyer as a guarantee of accuracy or completeness. By submitting a bid, the Buyer affirms that they have inspected the item or have voluntarily waived their right to inspect the item prior to bidding. Buyers shall be deemed to have relied entirely upon their own inspections and investigations.

No sale shall be invalidated solely due to an error, omission, or misdescription of an article or lot, except where otherwise required by applicable law.

4. ONLINE BIDDING AND SOFT CLOSE

All bidding activity takes place online through the designated auction platform. Bidders are responsible for maintaining access to the internet and ensuring that they understand how to use the auction platform before placing bids.

This auction utilizes a soft close format. Lot ending times are staggered, and if bidding activity takes place during the final 15 seconds before a lot is scheduled to close, the bidding time for that lot will automatically be extended by an additional 15 seconds. This process may continue as long as qualifying bidding activity occurs.

When the auction begins to close, bidders may click the blinking orange button to follow the auction through the Live Catalog, allowing them to monitor lots and place bids more easily.

Florida's Antique Mall Auction is not responsible for missed bids, internet interruptions, technical difficulties, device malfunctions, software issues, or any other circumstances that may prevent a bidder from placing or monitoring a bid.

5. PAYMENT

The payment method provided by the bidder during registration may be charged following the conclusion of the auction unless other payment arrangements have been approved in advance by the Auctioneer.

Winning bidders are responsible for ensuring that sufficient funds are available before bidding. If a payment is declined, delayed, disputed, or otherwise unsuccessful, the bidder remains responsible for the full amount owed.

A paid settlement will be emailed to the successful bidder following payment. Buyers are encouraged to retain their printed settlement when picking up their items.

Florida's Antique Mall Auction reserves the right to pursue appropriate remedies for unpaid invoices, including cancellation of bidding privileges, resale of items, and other actions permitted by applicable law.

6. BUYER'S PREMIUMS, TAXES, AND FEES

In addition to the winning bid amount, buyers may be responsible for applicable fees, including but not limited to buyer's premiums, sales tax, shipping, handling, and special packaging or transportation costs.

All applicable charges will be the responsibility of the winning bidder. Any tax-exempt buyer must provide appropriate documentation and receive approval in accordance with applicable requirements before the transaction is finalized.

7. PICKUP OF PURCHASED ITEMS

Winning bidders are responsible for picking up their purchased items during the designated pickup period.

Unless otherwise stated for a specific auction, items must be picked up during the following week of the auction's close on Tuesday, Wednesday, or Thursday.

PICKUP LOCATION:
Florida's Antique Mall
1430 US-41
Inverness, FL 34450

PICKUP HOURS:
Tuesday–Thursday, 10:00 AM–5:00 PM
NO WEEKEND PICKUP

Please bring a suitable vehicle and any necessary equipment, assistance, packing materials, straps, or tools required for your purchased items. We will have items packaged or secured to a certain extent. Florida's Antique Mall Auction staff are not responsible for determining whether an item will fit in a buyer's vehicle or for securing items inside a vehicle.

Buyers assume responsibility for their purchased items at pickup and are encouraged to inspect and secure all items before leaving the premises.

8. FAILURE TO PICK UP / ABANDONED ITEMS

It is the buyer's responsibility to collect all purchased items within the designated pickup period.

Unless prior arrangements have been approved by Florida's Antique Mall Auction, items not picked up within seven (7) days following the auction close may be considered abandoned and forfeited. No refunds will be issued for items that are forfeited due to failure to pick them up within the required timeframe.

The Auctioneer reserves the right to dispose of, donate, resell, or otherwise handle abandoned property as permitted by applicable law.

9. SHIPPING

SHIPPING IS AVAILABLE FOR SMALL ITEMS ONLY.

Florida's Antique Mall Auction may offer in-house shipping for items that can reasonably fit in a 24" x 18" x 18" box or smaller. Not all items are eligible for shipping.

Shipping costs, packaging, handling, insurance, and any applicable special handling charges are the responsibility of the buyer and may be charged to the card on file.

Items requiring oversized packaging, freight services, special handling, professional packing, or other arrangements may not qualify for in-house

shipping. Buyers are encouraged to contact the Auctioneer before bidding if shipping availability is an important factor in their decision to bid.

The buyer is responsible for providing an accurate shipping address. Florida's Antique Mall Auction is not responsible for delays, damage, loss, or additional expenses caused by incorrect shipping information or circumstances outside of its reasonable control.

10. ITEM CONDITION, AUTHENTICITY, AND ESTIMATES

Due to the nature of antiques, collectibles, vintage merchandise, and previously owned items, normal signs of age, wear, repair, restoration, alteration, fading, scratches, chips, cracks, missing components, and other imperfections may be present.

The Auctioneer makes every reasonable effort to provide helpful descriptions and photographs; however, the absence of a condition report or a specific mention of a defect does not mean that the item is free from defects or damage.

Any statements regarding an item's age, origin, artist, maker, authenticity, material, rarity, or value are opinions or general information unless expressly stated otherwise. Buyers are responsible for making their own determination regarding an item's authenticity and value before bidding.

Estimated values are provided, when applicable, as general reference information only and are not guarantees of an item's value, resale value, or future market performance.

11. AUCTIONEER'S RIGHTS

Florida's Antique Mall Auction reserves the right to withdraw, combine, divide, re-catalog, or modify any lot or auction at any time. The Auctioneer also reserves the right to refuse service, revoke bidding privileges, reject bids, or remove a bidder from an auction when necessary to protect the integrity of the auction or enforce these Terms and Conditions.

In the event of a technical issue, cataloging error, payment issue, or other circumstance affecting an auction, the Auctioneer reserves the right to take reasonable action to correct the issue, including reopening bidding, extending an

auction, canceling a transaction, or otherwise resolving the matter in accordance with applicable law.

12. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, Florida's Antique Mall Auction, its owners, employees, representatives, consignors, and affiliates shall not be liable for any indirect, incidental, consequential, or special damages arising from participation in an auction, the purchase of an item, or the use of the auction platform.

The bidder assumes all risks associated with inspecting, handling, loading, transporting, and using purchased merchandise. Buyers are responsible for ensuring that any purchased item is appropriate and safe for its intended use.

13. CHANGES TO TERMS AND CONDITIONS

Florida's Antique Mall Auction reserves the right to update or modify these Terms and Conditions when necessary. Auction-specific terms, announcements, or additional conditions may also apply and will be considered part of the terms governing that auction.

It is the responsibility of each bidder to review the applicable Terms and Conditions before bidding.

FINAL ACKNOWLEDGMENT

By registering for or participating in an auction conducted by Florida's Antique Mall Auction, you acknowledge that you have read and understood these Terms and Conditions.

By placing a bid, you agree that your bid is binding. You accept responsibility for reviewing all available information before bidding, paying for all winning items and applicable fees, and picking up or arranging shipping for your purchases within the required timeframe.

WHEN IN DOUBT, PLEASE ASK BEFORE YOU BID. ALL SALES ARE FINAL.

Shipping & Handling Policies

PLEASE READ THIS SHIPPING AND HANDLING POLICY CAREFULLY BEFORE BIDDING. By placing a bid on an item that requires shipping, the buyer acknowledges that they have read, understood, and agreed to the following Shipping & Handling Policy.

1. SHIPPING ELIGIBILITY

Florida's Antique Mall Auction offers in-house shipping for select small items only. Generally, items must be able to safely fit within a 24" x 18" x 18" box or smaller to qualify for in-house shipping.

Not every item offered in an auction is eligible for shipping. Large, heavy, fragile, oversized, or unusually shaped items may require special handling or may be designated for local pickup only.

If shipping is an important factor in your decision to bid, please contact us before placing your bid to confirm whether the item is eligible for shipping. By placing a bid, the buyer accepts responsibility for arranging pickup or shipping for the item if in-house shipping is unavailable.

2. SHIPPING COSTS

The buyer is responsible for all shipping-related costs associated with their purchase. These costs may include, but are not limited to:

- Postage or carrier charges
- Packaging materials
- Separate handling fees
- Insurance, when applicable
- Special packaging or handling charges for fragile or unusual items

Shipping and handling charges are separate from the winning bid, buyer's premium, and any other auction fees.

Shipping costs are determined based on several factors, including the item's size, weight, packaging requirements, destination, and selected shipping carrier

or service. The final shipping cost may not be known until the item has been packaged and prepared for shipment.

Any applicable shipping and handling charges may be charged to the payment method on file unless other arrangements have been approved in advance.

3. HANDLING FEES

In addition to postage or carrier costs, Florida's Antique Mall Auction may charge a separate handling fee to help cover the time, labor, and materials required to prepare an item for safe shipment.

Handling fees may vary depending on the number of items purchased, the complexity of packaging, the fragility of the item, and any special preparation required.

For unusually fragile, valuable, awkward, or difficult-to-package items, additional handling or packaging charges may apply. Buyers are responsible for these costs when shipping has been requested or agreed upon.

4. SHIPPING PROCESSING TIMES

Please allow reasonable time for your items to be processed, packaged, and prepared for shipment after payment has been received.

Auction staff take reasonable care when packaging items for shipment, particularly antiques, collectibles, and fragile merchandise. Processing times may vary depending on the volume of items requiring shipment, the complexity of packaging, and the number of auctions being processed.

Buyers will receive a tracking number once their package has been shipped.

5. DELIVERY TIMES AND CARRIER DELAYS

Once a package has been shipped, delivery times are determined by the selected carrier and are outside the control of Florida's Antique Mall Auction.

USPS and UPS delivery times typically range from approximately 2–5 business days, depending on the destination and shipping service. Delivery timeframes are estimates only and are not guaranteed.

Delays are normal and may occur due to weather, holidays, carrier volume, routing issues, staffing shortages, or other circumstances outside of our control.

Once a package has been accepted by and is in the possession of USPS, UPS, or another shipping carrier, Florida's Antique Mall Auction has no control over the movement, routing, or delivery schedule of the package.

6. TRACKING INFORMATION AND BUYER RESPONSIBILITY

A tracking number will be provided to the buyer once the package has been shipped.

It is the buyer's responsibility to monitor all tracking updates and follow the progress of their shipment. Buyers should use the tracking number provided to review the package's current status and expected delivery information.

Normal shipping delays, temporary pauses in tracking updates, or minor changes to estimated delivery dates do not require intervention by Florida's Antique Mall Auction.

Unless there is confirmation that a package has been lost, damaged, or significantly delayed with no foreseeable delivery, buyers should first rely on the carrier's tracking information and customer service resources for routine shipping updates.

Once a package has reached the buyer's local post office, distribution center, or carrier facility, Florida's Antique Mall Auction has absolutely no control over the package or its delivery schedule.

7. LOST OR SIGNIFICANTLY DELAYED PACKAGES

If tracking information confirms that a package has been lost or there is a significant delay with no foreseeable delivery, please contact Florida's Antique Mall Auction so we can review the shipment and determine whether additional action is necessary.

Please understand that carrier investigations and claims may take time. Florida's Antique Mall Auction cannot guarantee the outcome or timeline of an investigation conducted by USPS, UPS, or any other carrier.

For routine delivery questions, minor delays, or requests for updated delivery estimates, buyers should refer to the tracking information provided and contact the shipping carrier directly when appropriate.

8. DAMAGED PACKAGES OR ITEMS

We take reasonable care to package items securely; however, antiques and fragile merchandise may be susceptible to damage during transit.

If your package or item arrives damaged, please contact Florida's Antique Mall Auction as soon as possible at consign@floridasantiquemall.com.

To assist with reviewing a damage claim, buyers may be asked to provide photographs of:

- The damaged item
- The exterior and interior of the shipping box
- All original packaging materials
- Any visible shipping labels or carrier damage

Please retain the item, shipping box, and all original packaging materials until the matter has been reviewed. These materials may be required for a carrier claim or investigation.

Do not discard damaged packaging before receiving further instructions.

9. SHIPPING ADDRESS

The buyer is responsible for ensuring that the shipping address provided during registration or before shipment is accurate and complete.

Florida's Antique Mall Auction is not responsible for packages that are delayed, misdelivered, returned, or lost due to an incorrect, incomplete, or outdated address supplied by the buyer.

Any additional shipping charges resulting from an incorrect address, returned package, reshipment, or address correction may be the responsibility of the buyer.

10. FINAL SHIPPING ACKNOWLEDGMENT

By requesting shipping or placing a bid on an item requiring shipment, the buyer acknowledges and agrees that:

- Shipping and handling charges are separate from the auction purchase price and other auction fees.
- Separate handling fees and special packaging charges may apply.
- Delivery timeframes are estimates and are not guaranteed.
- USPS and UPS delays are outside the control of Florida's Antique Mall Auction.
- A tracking number will be provided once the item has been shipped.
- The buyer is responsible for monitoring tracking information and contacting the appropriate carrier regarding routine delivery updates.
- Once a package has been accepted by the shipping carrier, Florida's Antique Mall Auction has limited control over its movement and delivery.
- Damage concerns should be reported promptly to consign@floridasantiquemall.com.

If you have questions about whether an item can be shipped, the potential cost of shipping, or special handling requirements, please contact us before placing your bid.