

Texas Star Auctions
Auction Terms and Conditions

By registering with Texas Star Auctions, hereinafter referred to as Auctioneer, the bidder (also called buyer) enters into an agreement to the following terms and conditions and agrees to abide by such. Photo ID or driver's license will be required for registration.

1. All persons desiring to bid or purchase must register with Auctioneer and obtain a bidder number prior to bidding on any merchandise. A bid by any person shall be conclusive proof that the bidder has made themselves familiar with the terms and conditions contained herein. Your Bid Is A Legal Binding Contract. If you are designated as the winning bidder you agree to pay the full bid amount + buyer's premium and applicable sales tax & shipping.
2. All items are sold AS IS-WHERE IS with NO WARRANTIES OR GUARANTEES expressed or implied. Auctioneer or Seller shall assume no liability and will not be responsible for the correct description, authenticity, genuineness, or defect in any lot and makes no warranty in connection therewith. No allowance, discount, set aside, or refund shall be made on account of any incorrectness, error in cataloging, imperfection, defect, or damage. Any and all descriptions or representations are for identification purposes only and are not to be construed as authenticated or as a warranty of any type. It is the sole responsibility of the buyer to have inspected the merchandise thoroughly and to have satisfied themselves as to its condition, value, authenticity, origin, genuineness, usefulness, or description. Buyer shall base their bid accordingly upon their judgment solely. All sales are final. Auctioneer and/ or Seller assume no liability for errors or omissions.
3. Full payment for all onsite purchases must be made day of sale. Payment may be made during the sale or within 30 minutes of the conclusion of sale. Payment may be made in the form of cash, MasterCard, VISA, Discover.
4. Payment for all online purchases are due by 5:00 pm the Wednesday following the auction with no exceptions. Any invoices / items not paid for by Wednesday may be resold at the discretion of the auction house / auctioneer. A 15% Buyers Premium will be added to all online purchases. Online purchases are not available for pick up until Tuesday at 12:00 pm
5. Tax will be applied to all items that are subject to Texas State Sales Tax and / or local tax. Tax will be collected unless the buyer has a current sales tax number on file with the Auctioneer.
6. ALL purchases will be subject to a 10% onsite buyer's premium or a 15% online buyers premium and will be added to the total purchase price of any and all items. Sales tax will apply to buyers premium according to state tax law unless item 5 above prevails.
7. Auctioneer reserves the right to: a) reject any and all bids and/or to bid as an agent on behalf of the Seller, any absentee bidder and/or the Auctioneer as buyers. b) bid on behalf of the Seller in situations involving reserves or Seller confirmation to reach the reserve sales price. c) withdraw from or add to auction any item before or during the sale. d) resell any item not paid for in full by stated time. Buyer shall be responsible to the Auctioneer for any and all expenses of collection and resale and any damages that may arise from the resale. e) group, subdivide, sell lots times the money, or sell lots in bulk when it is in best interest of the Seller.
8. Auctioneer will announce successful buyer after an item is sold. In the event of tie bids or dispute of such, bidding will be reopened at Auctioneer's discretion. Auctioneer is not responsible for the performance of online bidding platform. If a bid is not received by the auctioneer, the bid cannot be executed. The item is closed the moment the auctioneer pronounces the item sold, to the bidder designated by the auctioneer. In case of tie-bid between online and Live Auction Floor Bidders, the Live Auction Floor Bid always take precedence. The Auctioneer is not responsible if a bid is not executed due to technical or human error, The winning bidder is the bidder designated by the auctioneer. Auctioneer's word is final in all disputes of this matter.
9. Merchandise must be removed according to this schedule: MONDAY AUCTIONS: Tuesday 12-6:00 pm and Wednesday 10-5:00 pm. SATURDAY AUCTIONS: Monday 12-6:00 pm and Tuesday 10-5:00 pm. Purchases left beyond deadline for pick up will be assessed a storage charge of \$10.00 per day per item. Purchases not removed within 14 days will be forfeited without refund & will become the property of the auction house.
10. All persons attending preparation, inspection, sale, or removal of merchandise assume all risks whatsoever of damage or loss to person or property and specifically release the Auctioneer and/or Seller from all liability therefore. The Auctioneer and /or Seller shall not be liable by reason of any defect in or condition of the merchandise or premises on which the sale is held. It is the sole responsibility of the buyer to check federal, state, and local laws governing the purchase, possession and transportation of all items.
11. No selling or trading between buyers on or within the auction premises during or after the sale. All merchandise must be physically removed from the auction site prior to any sale of merchandise by the buyer.
12. NO smoking allowed in auction facility, homes, or offices where auction is conducted.
13. NO personal firearms or concealed weapons allowed within auction facility or site.
14. Any announcements in regards to terms and conditions or additions or deletions made day of sale, prior to or during auction, supersede any and all other advertising and/ or announcements.
15. Buyer and/or Attendees of this auction hereby authorize the use of their image, photograph and/or video to be used by the Auctioneer and/or Auction Company for the purpose of advertising, promotions and/or any other venue selected by the Auctioneer.

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