

Seller Timed Auction (STA) Terms and Conditions

Lang's Auction, Inc., Lang's Store LLC, LangsCom, Inc., hereinafter referred to as "Lang's".

Any participation, transaction or involvement with Lang's indicates your acceptance of these Terms and Conditions.

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

1. Lang's reserves the right to deny or end participation for any Bidder, Buyer or Seller at any time. Lang's reserves the right to withdraw any property prior to sale without explanation.
2. Hosting of this Seller Timed Auction is provided by Lang's as a service only. Seller is solely responsible for their listings in their entirety.
3. 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 Lang's. In the case of a return, the Buyer will be remitted the hammer price, buyer's premium and the cost of shipping both ways, with all but the buyer's premium to be deducted from the Seller's proceeds.
4. Lang's bidding platform records 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.
5. Seller lots may not be withdrawn once the timed auction is in progress without written permission from Lang's.
6. Seller packaging must conform to USPS and/or UPS standards. Insurance equalling the full purchase price of every item sold is mandatory. Delivery Confirmation 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 shipping carrier for a satisfactory resolution.
7. Items will be shipped to the address provided by the Buyer during the auction registration. Lang's will not be held responsible for address errors.
8. Information emailed from a Seller to a Bidder pertaining to a timed auction lot will be considered part of the description. Correspondence between Sellers and Bidders or Buyers is not private.
9. Any participation in a Lang's timed auction shows a legal agreement between the parties and constitutes a real transaction. Any Seller, Bidder or Buyer recognizes and accepts the existence of this binding contract.
10. Lang's will collect shipping fees from the Buyer in accordance with the Shipping Notice, and remit in total to the Seller as per the stated minimum and percentage model.
11. 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 Lang's timed auction - this includes items the Seller is listing for others. If we receive proof of illegal bidding, the Seller will be banned from participation in all future Lang's auctions and will be reported to the necessary authorities for criminal prosecution.
12. For Bidders requesting anonymity, Lang's will offer absentee bidding through an in-house account. Should an absentee bid be successful, the purchase will be paid by Lang's and the item shipped to Lang's by the Seller. The Buyer's identity will not be shared with the Seller.
13. Payment in full is due within 5 days following the auction, after that time, the Buyer will be considered in default. A \$45.00 fee will be charged for any returned check. Buyers that do not complete a transaction in good faith and in accordance with these Terms and Conditions will be blocked from participation in all future Lang's auctions and venues permanently.
14. Lang's and/or the Seller reserve the right to hold merchandise until the check has cleared. Makers of bad checks will be denied future bidding privileges and may be prosecuted. Non-payer information will be shared or published at Lang's discretion.
15. In the event of Buyer non-payment, Lang's reserves the right to charge the defaulter's registration credit card for any amount owed until paid in full.
16. It is the responsibility of all participants to provide their correct current shipping address and contact information during the auction registration. Third party shipping requires a signed release from the Buyer absolving the Seller and Lang's from all liabilities, including damage, theft or loss. International shipping to a country with a USPS insurance maximum below the purchase price of the item requires a signed release from the Buyer absolving the Seller and Lang's from all liabilities, including damage, theft or loss, or additional shipping charges are to be paid by the purchaser to use a different carrier with full insurance coverage.
17. Lang's will not be held liable or responsible for failure to execute bids, reserves, or complete any transaction.
18. All lots are put up for sale subject to a reserve price imposed by the Seller.
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 Lang's by the Buyer with the Seller's permission.
21. Seller, Bidder, Buyer, consignors, independent contractor, employee, or any person whatsoever expressly acknowledges and agrees that in no event shall Lang's owners, officers, representatives, independent contractors or employees be liable for compensatory, incidental, consequential, or any damages whatsoever. Lang's 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. Lang's 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 Lang's sole and absolute discretion 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 Lang's conditions, the damage recoverable from the defaulter or offender shall include, but is not limited to, any loss, added expenses to Lang's, 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 Lang's will be brought in Oneida County, State of New York.