



## TERMS OF SALE

1. Bidder acknowledges he/she has read, received, and understands the terms on this document and in the auction brochure, and agrees to comply with all terms, and will be bound by such. Auctioneer reserves the right to refuse registration to anyone and may revoke bidding rights at any time.
2. All items to be sold in this auction will be offered by lot number. The Bidder offering the highest bid accepted by Auctioneer shall be the Buyer ("Buyer") of that offered lot. No Buyer shall retract his/her bid. Buyer agrees to accept the lot with no guarantees or warranties, and immediately accepts title to and all risks of loss and theft of property at award of bid. **ALL SALES ARE FINAL.**
3. All purchases must be paid for with cashier's check, bank wire transfer, certified check or bank guaranteed personal or company check. Cash will be accepted from each individual Buyer in the amount of \$2,500 or less, no exceptions. All personal or company checks must be accompanied by a bank guarantee letter which specifically "guarantees payment". Master Card, Visa, and American Express will be accepted for deposit only, up to the amount approved.
4. A deposit of twenty-five percent (25%) or \$500, whichever is greater, may be required from bidder at award of bid. A \$5,000 deposit is required from all international buyers. All bidding will be in U.S. dollars and all instruments must be from U.S. banks. Full payment must be made by 4:00 pm on the next banking day after the auction. Persons intending to finance must have a verbal approval from Riverbend Financial or a letter or credit from their financier that guarantees payment will be made to Auctioneer within three banking days after the auction.
5. Sales tax will be charged to all buyers unless they provide a valid resale card or valid bill of lading from a common carrier. Applicable use tax and registration will be charged for all DMV items.
6. A two and one half percent (2 1/2%) administrative fee will be added to all lots sold for above \$2,500. A ten percent (10%) administrative fee will be charged to all lots sold for \$2,500 or less. A \$55 Document Fee will be charged for each DMV lot. A Smog Fee of \$58.20 will be charged when applicable. If buyer is "demanding title," buyer will receive title paperwork within 30 days of the auction, as long as all fees and necessary documentation has been provided from buyer. If TAC is transferring title for buyer, buyer will receive valid registration within 30 days of the auction, as long as TAC has received all fees and necessary documentation from buyer. If you are bidding online, an additional two and one half percent (2 1/2%) fee will be charged.
7. The Bidder grants Auctioneer a security interest in the purchased items, to secure payment of the purchase price. In the event of non-payment, Auctioneer may proceed to file the Bidder Registration Agreement and Terms of Sale as a financing statement to perfect the security interest granted by this security agreement.
8. Items must be removed by the first Wednesday after the auction. All costs, responsibilities and risk of removal shall be the Buyer's responsibility. Buyer agrees to indemnify and hold harmless both the seller ("Consignor") and Auctioneer against any damage caused by the acts of Buyer. If for any reason Buyer fails to remove any item within the time specified, the item shall be deemed abandoned, and Auctioneer at its sole discretion may resell the item. Auctioneer shall retain a possessory lien on all items purchased, and at Auctioneer's sole discretion, will have the right to resell such items by public or private sale without notice to Buyer. Should it be necessary to resell any item, the net proceeds, after all costs including commission and storage, shall be credited to the original Buyer's account and the original Buyer shall be forthwith, upon demand, pay Auctioneer as damages any deficiency arising from the resale.
9. Buyer will not be entitled to possession of items purchased until the total purchase price of all items including sales, use taxes and fees have been paid in full. In the event Buyer fails to pay the amount due within the stated time, or fails to comply with any terms, Auctioneer, at its sole discretion, may resell the item per Terms of Sale #7.
10. **Although every effort has been made to present descriptions on the Website, Brochure and Catalog clearly and accurately, the Brochure and Catalog are a guide only and Auctioneer makes no guarantees or warranties, expressed or implied, of any kind whatsoever, including merchantability. Bidder shall rely solely on his/her own inspection of the items in the auction. Bidder should not bid unless he/she has determined the condition of the lot from his/her own inspection. Auctioneer will be offering, on behalf of the owners, tangible personal property whose descriptions are used at all times for purposes of identification only. All descriptions of the merchandise, repairs, improvements, modifications, etc. are representations of the seller of the items.**
11. Every item is sold "As Is Where Is" (Where is may not apply to out of state buyers) and Buyer agrees to accept responsibility with each sale to comply with any and all safety and/or DMV requirements.
12. Bidder, whether acting as principal, agent, officer or director of a company or otherwise, in any capacity whatsoever, and the company he/she represents, both jointly and severally agree to indemnify and hold harmless Auctioneer and its Consignors from any and all actions, causes of action, suits, damages, costs and losses of any nature, arising from the purchase or use of any item, or the attendance or participation of Bidder, his agents or employees, at the auction sale and/or on the auction site whether before, during or after the auction sale; and all rights and defenses available to Auctioneer shall extend to the Consignor.
13. Bidder acknowledges that the auction site is a dangerous place. No children under the age of 18 are allowed at the auction site without being accompanied by a parent or guardian. Each person at the auction site at any time shall be there at his/her own risk without notice of the condition of the premises and the activities thereon, and Bidder shall so advise his agents and employees. No person shall have any claims against Auctioneer, their agents, employees, or principals for any injuries sustained, nor for damages to or loss of property that may occur from any cause whatsoever.
14. Auctioneer at its sole discretion, at any time, without notice or liability to buyer, may withdraw or cancel the sale of any item. Auctioneer shall settle any dispute arising from any bidding at its sole discretion and Auctioneer may put the disputed Lot up again for sale. Auctioneer reserves the right to refuse any bid, which they consider to be an insignificant advance over the preceding bid.
15. Purchases become the responsibility of, and shall be at the risk of Buyer upon acceptance of Bid. It shall be the responsibility of Buyer to obtain insurance for their purchased item(s) immediately. Auctioneer shall not be responsible for loss or damage to any item
16. If for any reason Auctioneer is unable to make available or deliver any item or clear title to the item, or documentation required of the item, whether before or after delivery, Auctioneer's sole liability, if any, shall be the return of monies paid in respect of such item upon its return by Buyer. Any such purchase shall be returned or surrendered upon demand by Auctioneer.
17. Finance charges for overdue accounts will be charged to the buyer at one and one half percent ( 1 1/2%) per month of the amount owing.
18. The Terms of Sale and Buyer Registration Agreement will be governed by and interpreted pursuant to and by the laws of the state of California.
19. In the event of any dispute concerning this agreement, the prevailing party in such dispute shall be entitled to reasonable attorney's fees and collection costs.