

CONTRACTUAL TERMS OF SALE Read Prior To Bidding

1. Bidders will be identified by number rather than by names. Auctioneer will record all sales under your registration number only.

2. All articles of merchandise are offered "AS-IS" as stated in the registration contract which is the document captioned "READ BEFORE REGISTRATION", incorporated herein as if set forth in full, and in units of measure as announced at the time of sale. No claim will be considered for allowance, adjustment or rescission of any sale based upon the failure of the property to correspond to any particular standards or expectation of the buyer. Auctioneer may state the year of manufacture of certain equipment. However, IT IS THE RESPONSIBILITY OF THE BUYER TO ASCERTAIN, BY HIS OWN MEANS, THE CORRECTNESS OF YEAR, MAKE, MODEL AND DESCRIPTIVE FEATURES PRIOR TO BIDDING. Bidder/Registrant/Buyer certifies that same has adequately inspected the vehicle(s), is satisfied with the kind, character and quality thereof, acknowledges that Seller, Auction/Auctioneer makes no representations as to safety, equipment, suitability for use or otherwise as to item(s) other than that they comply with required or applicable California and/or Federal vehicle safety items and emissions requirements. Auction is not aware of presently existing or unrepaired frame damage that affects vehicle safety. The Auctioneer reserves the right to group, modify, increase, diminish or delete lots at his sole and absolute discretion.

3. Sales taxes will be added to the purchase price of all taxable items and tax may be levied upon any charges which are a part of the ultimate sale price in accord with California law. Dealers who purchase for resale must pay said sales taxes or provide a re-sale certificate to the Auction in the name of the registrant. Buyer/bidder must also comply with all local laws and all ordinances regarding sale of property at the Auction.

4. The Auction certifies that it conducts its business in compliance with all applicable laws. However, Seller, Auction/Auctioneer does not accept responsibility for the failure of any equipment sold to meet the safety standards on classifications of equipment by the Department of Labor, Safety and Health Regulations, CAL-OSHA, Federal OSHA or the Environmental Protection Agencies if such failure was not caused by the Auction's failure to abide by any duties imposed by any such laws upon the Auction. Auction asserts each vehicle sold at auction meets the minimum requirements of California Department of Motor Vehicles as to safety of vehicle as defined in the vehicle code of California. It is the express responsibility of the buyer/bidder to determine what safety equipment must be in service on any machinery purchased and to comply with those regulatory requirements prior to using any equipment, machinery or vehicles purchased. Buyer/bidder/registrant acknowledges reading the reverse side of the BUYER'S GUIDE as posted at the Auction prior to completing any vehicle inspection. "AS IS" does not exclude required or applicable California and/or Federal vehicle safety items and emissions requirements. Auction is not aware of presently existing or unrepaired frame damage that affects vehicle safety.

5. Where vehicle(s), when acquired by the Auction (and not as a consignment sale), are accompanied by an odometer statement required by California and/or Federal law, Auction must and shall rely upon same in the sale of vehicle(s) to successful bidder/buyer(s). Auction may sell any vehicle as "TRUE MILEAGE UNKNOWN" if so designated prior to completion of sale to successful bidder/buyer(s). Some vehicles sold through auction are sold "TRUE MILEAGE UNKNOWN." Further buyer/bidder/registrant is personally satisfied after the inspection of the item that the mileage as indicated on odometer is reasonably accurate. Buyer/bidder/registrant acknowledges that no representations of whatsoever nature other than "MILEAGE UNKNOWN", Mileage exceeds specifications and/or Actual Mileage have been made by Seller, Auction/Auctioneer. "AS IS" does not exclude required or applicable California and/or Federal vehicle safety items and emissions requirements. Auction is not aware of presently existing or unrepaired frame damage that affects vehicle safety.

6. NO "COOLING-OFF" PERIOD. California law does not provide for a "cooling-off or other cancellation period for vehicle lease or purchase contracts. Therefore, you cannot later cancel such a contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. It may only be canceled with the agreement of the seller or lessor or for legal cause, such as fraud."

**GOOD DAY and
WELCOME TO**

BANK AUTO AUCTION Donated Vehicles Auction

9723 Glenoaks Blvd., Sun Valley, CA 91352
(818) 767-6031

This document is one (1) in a series of documents that govern your conduct and rules and regulations of this Auction. Your signature is required on the reverse side hereof and on other documents. They are all to be read and interpreted together as one (1) agreement. Your signature binds you to all of the terms and conditions. These are binding legal documents. Your signature also means that in addition to agreeing with all of the terms and conditions, you read and understood all of them as well.

California DISM # 4042

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ D.L. # _____

**We accept terms and agreement of auction
as set forth herein and on reverse.**

Date

Registrant/Buyer/Bidder

DATE

REGISTRANT/BUYER/BIDDER

All Sales Subject to 15% Buyers Fee & Sales Tax
\$50 Documentation Fee.