

DEALER AUCTIONS, Inc. - AUCTION POLICIES

1. **Licensed Automobile Dealers Only** may attend. Licensed auto dealers and their representatives must be registered and approved prior to buying. Dealers bringing retail buyers or persons under 16 years of age will have their buying privileges revoked.
2. **Warranties** - All vehicles are sold AS IS, WHERE IS and with all faults with no guaranties or warranties of any type unless specifically guaranteed by the seller to the buyer in writing. All responsibility and guaranties lie between the buyer and seller. All vehicles are sold subject to all North Carolina and Federal laws and regulations. Buyers assume all defects including frame damage.
3. **Odometer/Speedometer** - Must be announced if not working properly or if odometer has been replaced. Over 100,000 miles must be announced, even if the vehicle is "True Mileage Unknown" (TMU). TMU and over 100,000 are not the same and each must be announced separately. Vehicles 10 years old or more may be sold exempt to mileage. Buyer may reject the sale on sale day only if any of the above conditions are not announced.
4. **Branded Titles** - Any vehicle up to five model years old that is or was a flood vehicle, reconstructed vehicle, or salvage vehicle must be announced as such. Seller is responsible for repurchase of any said vehicles for a period of 60 days.
5. **Title Attached** - If a title does not accompany a vehicle at the time it is offered for sale, seller has 45 days to deliver the title to the buyer. If good title is not received by the buyer within 45 days, buyer has the option of returning the vehicle to the seller at the buyer's expense, but must notify the seller the day before returning the vehicle. Buyer should not invest money in any title attached vehicle until the title is received. The auction or the seller will not be responsible for money spent on vehicle improvements or transportation. Vehicles may not be returned if title has already been mailed to the buyer. Buyer may reject the sale of any vehicle not represented as title attached but discovers afterward that a good title does not accompany the vehicle - if the sale is not rejected by the buyer, then the above conditions apply.
6. **F & I Hold** - If a vehicle is offered on an F & I Hold, the buyer does not pay for the car that day. The car remains at the dealership until the title clerk has called the buyer to release the vehicle. At that time the buyer pays for the vehicle and receives the keys. Buyer is obligated for two weeks.
7. **"If & Try"** Sales are strictly between the buyer & seller and not binding on either party until the sale is consummated.
8. **Lot Sales** - Lot sales or off block sales must be consummated through the auction. The auction will not become involved in any arbitration procedures or be responsible for defects on any vehicles not sold under the hammer in the auction.
9. **Miscellaneous Vehicles** - The auction does not guarantee the year model of Trailers, Boats, Tractors, R.V.'s, Street Rods, Reconstructed Vehicles, custom Vehicles, Motorcycles, Motor Homes, Antiques, Dune Buggies, Reproduction Vehicles, or Kit Cars.
10. **Selling Price** - All selling prices are subject to confirmation by the seller at the time of sale. If there is a dispute regarding the purchaser or selling price of a vehicle, the Auctioneer's word is final. In the event of a tie bid, the auctioneer will open bidding between the two tied bidders only. We tape all sales.
11. **Payment** - Payment in U.S. funds only must be made to the dealership in full the day of the sale. Separate checks must be written on each vehicle purchased. All new dealers with Auction are required to make all payments in the form of CASH, CASHIER'S CHECK, MONEY ORDER or other form of CERTIFIED U.S. FUNDS approved by Auction until a credit check is made (about 2 to 3 weeks) and dealer is authorized to pay by business check. A buyers fee on each item purchased is to be made payable to the auction. Buyer further agrees to honor payment of any check or draft immediately when presented to his bank for payment. And under no circumstances will stop payment for any reason whatsoever unless approved in writing by authorized representative of the auction. Then if approved, buyer is to return vehicle at his expense to place of purchase. Buyer agrees to hold the auction harmless for and to indemnify it against any loss, including attorney's fees, as a result of a buyer's check or draft being dishonored by the bank upon which it is drawn for any reason whatsoever. Should buyer's check or draft be dishonored, in addition to the above, buyer shall pay the auction interest at a rate of 1.5% per month on any amount outstanding. All vehicles must be paid for the day of the auction and prior to vehicle or buyer leaving the premises.
12. **Rules** - In matters of interpretation of auction policies, the decision of auction management shall be final.
13. **Arbitration** - All complaints must be settled on the day of the sale prior to the vehicle leaving the premises. The auction will serve as the arbitrator and all decisions made by the arbitrator are final and binding on both the buyer and the seller. Buyer must await a decision before leaving the premises.
14. **Seller's Responsibilities** - It is the sellers obligation to represent the vehicle fairly and accurately, to correct any errors made by the auction as to announced conditions or year model and to complete all information on titles and reassignments, including odometer statements. Any and all representations or guaranties are that of the seller only. The auction makes no guaranties nor representations of any kind. Seller is responsible to make sure that all announced conditions are written on the bill of sale. The auction is not responsible for any announcements not listed. Sellers are responsible for repurchasing all misrepresented vehicles and must pay all documented expenses incurred by the buyer, subject to verification of the auction.
15. **Buyer's Responsibilities** - It is the buyer's responsibility to thoroughly examine all vehicles prior to and, if the successful bidder, following the sale. The buyer is obligated to listen carefully to the announced conditions and make sure they are listed on the bill of sale.
16. **Risk of Loss** - Delivery of vehicle passes at the fall of the auctioneer's hammer or otherwise declaring completion of the sale, at which time all risks and responsibility for the vehicle passes to the buyer. All items must be removed from the dealership no later than closing of the second business day. Failure to remove the vehicle for any reason will obligate the buyer to pay all costs associated with storage and transportation.
17. **The Auction** does not act as agents for or represent the buyer and seller, but is merely performing a service for bringing the buyer and seller together for the purpose of a sales transaction. The auction is responsible only for the warranties and guaranties set forth herein. The auction is not a party to the contract of sale which is between the seller and buyer only. The auction management reserves the right to void any transaction or to refuse service to anyone. The auction makes no warranties expressed or implied regarding any vehicle. All warranties are those of the seller only. The auction will not be liable for any damage or loss caused by fire, theft, collision, vandalism, and all acts of nature.
18. **Caution** - All attending the sale do so at their own risk. Buyers and spectators are cautioned to be careful while on the premises and particularly when the vehicles are being moved. Neither the auction or any person connected with the auction assumes any liability, legal or otherwise, for the safety of the building or premises or for the perils involved with the operation of any vehicle.

DEALER HAS READ AND AGREES TO ABIDE BY ALL THE POLICIES OF THE AUCTION

DEALERSHIP NAME

OWNER'S/OFFICER'S SIGNATURE