

## BUYER'S TERMS AND CONDITIONS OF SALE

**Bidding:** ALLBIDS ARE FINAL AT AUCTION. If you are awarded the final bid, ownership changes hands at the drop of the gavel. You are responsible for payment in full. No bidder may retract a bid made during the sale for any reason.

**Buyer's Fee:** A buyer's fee is an amount charges by the auction firm for conducting the auction sale. If your bid price is accepted as the winning bid on any lot, you will be charged a buyer's fee in addition to accepted bid price. The buyer's fee is part of the purchase price and is subject to sales tax, if applicable. ANY terms and conditions posted at the auction, printed in sale brochures, form signs, publicly announced or otherwise published are incorporated herein by reference. Buyer's fee is added on all automotive lots, and on non-automotive lots.

**Terms of Payment:** Payment of the purchase price is due immediately upon the auctioneer's declaration of sale. All payments must be in the form of cash fo certified funds unless other arrangements have been approved in advance. Cash payments will be reported according U.S. Federal government requirements. Should a bidder default on payment in any manner whatsoever, without limiting any recourse to Express Auctioneers may have, bidder agrees to pay Express Auctioneers all lost auction fees (which is the maximum published rates for (a.) tthe seller's fee, (b.) the buyer's premium, and (c.) the entry), this amount is due and payable without relief. Bidder will also be liable to seller for it's damages. Bidder hereby authorizes Express Auctioneers to deduct these lost auction fees from bidder's cash deposit, or to charge this amount to bidder's credit card provided. Bidder agrees not to dispute this charge with the credit card compan at any time. Bidder agrees to also pay Express Auctioneers costs of collection, including attorney fees and cost.

**Condition of Sale:** Bidder is responsible for inspections and verification of condition, authenticity and completeness of any vehicle purchased. All statements printed in catalog brochures, signs, window cards, and verbal statements made by auctioneers or auction staff have come from Consignor. Express Auctioneers has no obligation to verify or authenticate any such claims or representations. Any warranties made by Cosignor must be in writing on an instrument separate from the purchase invoice and Bill of Sale and signed by both the buyer and seller. Any announcements made at the time of sale supersede any earlier printed information. Except as specifically provided herein, all vehicles are sold AS IS, WHERE IS, with no representations or warranties, expressed or implied and COSIGNOR AND EXPRESS AUCTIONEERS DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED AS TO CONDITION, ORIGINALITY, OR AUTHENTICITY, OR AGE, SERIAL NUMBER, MAKE, MODEL, OPTIONS, TOOLS, OR MILEAGE OF ANY VEHICLE OR COMPONENT OF ANY VEHICLE, AND SPECIFICALLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. In no event shall Express Auctioneers, the auctioneer, or any of its employees, agents, associates, or affiliates be responsible or liability in any way for any warranties, guarantees, histories, or descriptions of any vehicle or article offered for sale.

**Risk or Loss:** Bidder is responsible of all risk of loss or damage immediately upon purchase of vehicle or item, which occurs at the time of sale when the bidder is declared by the auctioneer to have the successful bid. All vehicles or items purchased must be removed from the auction site at the bidder's expense immediately following the sale. If not removed by the end of the day following the sale, Express Auctioneers will remove the vehicle or item with all costs of moving and storage to be paid by the bidder.

**Dealer Note:** All dealers must have a current sales tax license and current dealer license on file with the auction office.

**Other Terms:** Vehicles not marked as offered without reserve are subject to a reserve bid set by the Consignor. When a vehicle is sold subject to such a reserve bid the auctioneer may bid. All terms of sale posted on the auction premises, printed in sale brochures or forms, publicly announced, or otherwise published are incorporated herein by reference. In the event either party brings action against the other arising from or relating to this bid card or any aution held in connection herewith, the prevailing party, as determined by the court, shall be entitled to recover its reasonable attorney's fees and costs. The law in the state of Maryland shall govern the provisions of this bid card. Jurisdiction for any action brought shall lie exclusively in a court of competent jurisdiction in the judicial district in which Baltimore City, Maryland is located. You are responsible for all bids made with this bidder's number, whether or not made b y you and whether or not authorized by you. If your bidder card is lost or stolen, immediately report to Express Auctioneers auction office as bids made with this bidder number will be your responsibility.

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD AND AGREE TO THE TERMS AND CONDITIONS OUTLINED ABOVE.**

**ACCEPTED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_