

Auction Terms:

? For bidders present at the auction, a cash deposit of \$100 and a valid picture ID are required to obtain a bidder number and wrist band. Guests/non-bidders are required to purchase a wristband for a \$5, non-refundable fee. Deposit will be returned if bidder is not successful in purchasing a vehicle. Deposit is applied to purchase and becomes non-refundable up to the full amount upon becoming a successful bidder.

? Full payment is required by 4:00 PM on Wednesday after the auction by cash, cashier's check or MasterCard/Visa/Discover.

A 3% fee will be added to all payments made with a debit or credit card. Company checks require prior approval or must be accompanied by a bank letter of guarantee. A late payment fee of \$50 per item, per day will apply to buyer's entire purchase if not paid by 4:00 PM on Wednesday after the auction.

? All vehicles and equipment are sold "as is, where is" without warranty or guaranty, either expressed or implied.

? Most vehicles sold do not have titles. A bill of sale will be furnished to buyer along with a VSA 41 packet enabling the buyer to obtain title from DMV.

? Buyer is responsible for verifying Vehicle Identification Number (VIN) before removing vehicle from lot.

? Documents will be issued only in the name of the registered bidder. No changes. No exceptions.

? All vehicles must be removed from the premises of Seibert's Towing by 4:00 PM on Wednesday following the auction. Storage of \$50 per item, per day, will be assessed for vehicles left on the lot after Wednesday at 4:00 PM. Removal hours are

8:00 AM to 4:00 PM. A paid receipt is required to pick up/claim vehicles. No exceptions.

? The lot closes at 4:00, so plan accordingly, and allow ample time to remove vehicles. Vehicles left in Southside Plaza are

subject to being towed and impounded. A separate fee will be required to remove vehicle once it is impounded.

? Bidders who are caught tampering with or going through vehicles will be escorted from the premises and banned from future auctions.

? On the day of auction, no vehicles can be removed until the auction has ended.

GATES OPEN PROMPTLY AT 9:00 AM ON THE DAY OF AUCTION.

AUCTION BEGINS AT 10:00 AM.

The Fine Print:

? These terms and conditions are not all inclusive. Announcements made from the auction podium take precedence over any previously printed or verbal statements made.

? All Sales are Final. Buyer understands and agrees that if Buyer is the successful bidder for a vehicle, and Buyer does not pay for that vehicle, Buyer will forfeit \$100 deposit and be banned from future auctions for a minimum of six months (six consecutive auctions).

? Collusive or pooling of bids will not be tolerated.

? Attendees will not be permitted entrance with backpacks, bags, or large purses. Firearms are not permitted on the property.

? Buyer agrees to have full insurance coverage on all equipment or vehicles purchased at this sale and is responsible for any damage in removal of purchases.

? Buyers shall not, for any reason, contact the previous owner of the vehicle. Buyers who contract previous owners will be banned from the auction for a minimum of six months.

? Purchaser Defined. The highest bidder whose bid is accepted by Manchester Marketing, Inc. ("Seibert's" or "Auctioneer"), is the Purchaser ("Purchaser"). The "Purchase Price" shall be the Purchaser's bid as accepted by the Auctioneer, and all items are "Purchased" when the Purchase Price is accepted.

? ALL SALES ARE FINAL. All bidders are responsible to determine the age, description, condition, and authenticity of all purchased items. Each item is auctioned "AS IS, WHERE IS, with all faults" in its condition at the time of sale, without any warranties or guarantees, either expressed or implied, and without recourse by way of refund, reduction of the purchase price, or otherwise. No purchase will be set aside, nor will Auctioneer be liable, for incorrectness in description, misnomer, errors in cataloging, imperfection, or mislabeling of any item.

? Vehicle List. The vehicle list has been prepared only as a guide based on information from sources believed to be reliable, but

the accuracy thereof cannot be guaranteed or warranted by Seibert's. All hours and miles as stated in the descriptions are as

read on the meters and odometers or as provided by owner with no guarantee of accuracy. All announcements from the auction stand on auction day, to the extent that they are different from prior printed material take precedence. Any information provided by Seibert's or its representatives, verbal or otherwise, is not guaranteed, to include, but not limited to

country of origin or manufacturer. Purchaser acknowledges that all items were available for inspection prior to the auction and that Purchaser relies on his own inspection of the items and not the information listed in the vehicle listing or otherwise provided by Seibert's.

? Disputes. Should a dispute arise between two or more bidders, the Auctioneer may reopen the bidding between the high bidders until the property is Purchased. Should the Auctioneer and a bid assistant simultaneously recognize conflicting bidders, even if the Auctioneer has announced the item as "sold" the Auctioneer may reopen the bidding between the high bidders until the property is purchased. The Auctioneer will determine the Purchaser, and his decision shall be final and absolute

? Risk of Loss. Upon the fall of the hammer, or when the Auctioneer says "sold," risk of loss shall pass to the Purchaser. Seibert's accepts no responsibility for any loss or damage to any Purchased item once title passes to Purchaser. It shall be the

responsibility of the Purchaser to insure all Purchased items immediately.

? Buyer's Premium. If a Buyer's Premium is involved, the buyer's premium shall be paid by the Buyer and will be added to the final bid on the item. (See vehicle list.)

? Removal and Storage/Handling Fees. Purchasers must remove all purchased items from the auction site within the time allotted for removal. Purchaser takes full responsibility for the removal of all purchased items and holds harmless and indemnifies the consignor and auctioneer for any damage or injury in the moving or dismantling process. Seibert's reserves

the right to require proof of insurance coverage on any item. If for any reason Purchaser fails to remove any items from the auction site in accordance with this paragraph, including Purchaser's failure to make full and complete payment of all sums

due and owing to Seibert's, Purchaser agrees to pay Seibert's a storage fee of fifty dollars (\$50.00) per day, per item, and reasonable handling and maintenance fees and costs of security and insurance. Seibert's may hold any such unremoved item(s) and refuse to allow its removal from the auction site until payment of the Purchase Price and all storage fees and costs

of security and insurance.

? Default by Purchaser. In the event Purchaser fails to pay the full purchase price of any purchased items as per these Terms and Conditions, or other amounts due Seibert's, Purchaser agrees to pay Seibert's a storage fee of fifty dollars (\$50.00) per day, per item left at the auction site, and all reasonable handling and maintenance fees and costs of security and insurance.

Additionally, Purchaser agrees to grant Seibert's a lien on all purchased items and all property of Purchaser consigned for auction with Seibert's, and the proceeds of the sale of such property, until all the Purchase Price and all other sums due Seibert's are paid in full. Seibert's lien shall include the Purchase Price, all sales and use taxes paid by Seibert's, buyer's premiums (if any) transportation and handling fees, storage charges of \$50.00 (per day, per item), costs of security and insurance, and any other amounts due Seibert's from Purchaser. In addition, Seibert's, at its sole discretion, shall have the

right to resell such items by public or private sale at a commission rate of Fifteen (15%) Percent. Purchaser grants Seibert's

the right to withhold from the proceeds of such resale any and all sums due Seibert's. Seibert's exercise of its right to resell

any items in accordance with this paragraph shall not prevent Seibert's from recovering the Purchase Price or any other amount due Seibert's from the Purchaser.

? Abandoned Property. Seibert's may deem abandoned any item left at the auction site the lesser of more than 30 days after the auction or day before the next regularly scheduled monthly Seibert's auction. Seibert's, at its sole discretion, shall have the

right to resell such items by public or private sale.

? Titles. All title documents will, if available, be delivered to Purchaser upon complete and final payment of all sums due Seibert's or will otherwise be mailed within ten (10) banking days of such complete and final payment. Purchaser shall not alter any purchased item prior to receipt of title. If merchantable title or documents necessary to secure merchantable title are

unavailable, Purchaser shall return the item to the auction site. Upon return of the item in the identical condition as at the time

of auction, Seibert's shall refund Purchaser the Purchase Price and any sales tax collected. Seibert's shall not be liable for any

other amount, any improvements or repairs, or for any consequential or 'incidental damages incurred by the Purchaser.

? Loading/unloading of Equipment. Seibert's does not provide operators for the loading or unloading of any vehicles or equipment under any circumstances. Loading and unloading of vehicles is the responsibility of the Purchaser.

? Withdrawn Property. Seibert's reserves the right to withdraw any individual items or to cancel the sale of any items or offer

any items in lots or groups. Seibert's reserves the right to cancel the entire auction without notice or liability to Seibert's.

? Unauthorized Conduct. Seibert's reserves the right to refuse any bidder registration privileges at any auction and/or refuse

access to or remove any person from the auction site for any reason including, but not limited to: 1) tampering with equipment, 2) collusive bidding, 3) stealing, 4) failure to abide by these Terms and Conditions, or 5) intoxication. All Bidders

acknowledge Seibert's right to refuse access and to remove Bidders for such conduct and agree to leave the auction site upon

request by Seibert's. Firearms of any kind are not permitted on the property.

? Enter at your Own Risk. Bidders acknowledge that an auction site is potentially dangerous, and Bidders shall so advise

their agents and employees. Bidders enter the auction site at their own risk and expressly agree to Indemnify and hold Seibert's harmless for any personal injury or property damage which may occur while at the auction site. No children under the age of 13 shall be permitted at the auction site.
? "Buy Backs". The owner of any item being sold may not bid on that item.
? Any agreement among potential bidders not to bid against one another, or otherwise to dampen the bidding process, is illegal and will be immediately reported by Seibert's to the United States Attorney and the Department of Justice for investigation and prosecution.
? Acceptance. Bidding on any items or otherwise attending the auction indicates acceptance of these Terms and Conditions.

NAME:
EMAIL:
INITIALS:
DATE SIGNED:
IP ADDRESS: