

SELLER and PURCHASER agree by their signatures on the face of this agreement to abide by all auction policies, which are incorporated herein, and all policy decisions of management.

PURCHASER and SELLER agree that this agreement shall be of the same force and effects as though personally signed by them even though it only contains their identification plate, or other authorized signature.

Any adjustments or rejections must be made prior to settlement. The Vehicle must be paid for on day of purchase or this sale may be considered null and void at AUCTION's discretion.

SELLER and PURCHASER each agree that should any vehicle be left on AUCTION premises for a period in excess of six days, AUCTION may charge a reasonable daily storage fee of \$10 per day.

SELLER and PURCHASER agree that AUCTION and its affiliates retain the right to cease doing business with either of them as it sees fit, and that AUCTION is not a bailee.

**Title to the Vehicle does not pass to PURCHASER until good funds are received. PURCHASER grants AUCTION and its affiliates a security interest in the Vehicle to secure payment of the purchase price and of any other debt owing from PURCHASER to the AUCTION or its affiliates.**

The PURCHASER agrees: to purchase this vehicle for the purchase price shown provided the vehicle is found to be as recommended; before settling for this vehicle, to check the serial and/or engine numbers on the vehicle with those on the title; to check the actual condition of the vehicle with its description and with the recommendation, if any, when offered for sale at this auction; not to resell the Vehicle until good funds have been transmitted to AUCTION; upon making settlement in cash or by check or draft in lieu of cash to consider the transaction a fully consummated cash transaction for present consideration; that no stop payment of his check to this AUCTION shall be honored; **that any stop payment order of a check/draft or giving a check/draft which is returned unpaid shall be deemed by the parties to be prima facie evidence of fraud existing at the time the transaction was consummated, and shall be construed by the parties as an intent to defraud in order to consummate the transaction;** and that AUCTION may deposit any check or draft immediately upon receiving it, regardless of whether the Vehicle's certificate of title has been submitted by the seller or whether AUCTION has agreed to hold the check or draft pursuant to a float arrangement with the seller.

PURCHASER agrees to make any claim of defects with the car with SELLER, and immediately to notify AUCTION pursuant to its policies. PURCHASER agrees that it is responsible for its own transportation.

PURCHASER represents to AUCTION that it is solvent, and that the Vehicle is purchased solely for resale.

The SELLER covenants with the PURCHASER that he is the true and lawful owner of the described vehicle ("Vehicle"), that the same is free from all liens and encumbrances; that he has good right and full power to sell and transfer title to the same; and that he will warrant and defend the same against the lawful claims and demands of all persons whomsoever. If SELLER is a corporation, by the execution of the agreement, the officers of said corporation do hereby individually and personally guarantee performance of the corporation's warranties.

SELLER agrees that any amounts owing to AUCTION, MAFS, or other Manheim auctions may be deducted from the proceeds due SELLER, and that AUCTION may stop payment or refuse to authorize payment on any check or draft to SELLER pursuant to this right of set-off.

SELLER agrees to be bound by the TERMS OF SALE and acknowledges responsibility for completion and execution of the required odometer mileage statement pertaining to the Vehicle described herein. Upon payment to SELLER, AUCTION shall be subrogated to all of the SELLER's and PURCHASER's rights, and the SELLER and PURCHASER agree to do whatever is necessary to secure such rights and do nothing to prejudice them.

#### **TITLE GUARANTEE**

Upon payment of the purchase price and upon delivery of the title to the PURCHASER, AUCTION, in accordance with the following terms and conditions, GUARANTEES THE TITLE of the Vehicle to be FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES at the time of the execution of this instrument and upon delivery of the title to the PURCHASER for a period of FOUR (4) YEARS from the date of sale as shown on face. This guaranty applies only to stolen vehicles and mortgage liens. The amount of the AUCTION's liability under this guaranty of title shall never exceed the sale price of the Vehicle, and the maximum amount of the AUCTION's liability under this guaranty shall be reduced by deducting from said sale price 2% thereof on the first of each month following the date of this transaction, and all liability of the AUCTION will expire and terminate on the first day of the forty-eighth month after the date of this transaction.

The AUCTION's guarantee of title is expressly limited to the PURCHASER of the Vehicle, and said guarantee is not negotiable or transferable. This shall be void if the purchase price for the vehicle is not paid by the PURCHASER. This guarantee does not protect against defects in the title known to the PURCHASER whether or not listed as exceptions to the title on the reverse of this agreement.

Whenever any claim is made by any person against the title of the Vehicle, whether by suit or otherwise, the PURCHASER shall within five days after becoming aware of said claim notify the AUCTION, giving full particulars of the claim and shall cooperate fully in defending any legal action and in taking any other steps to minimize possible loss. Time is of the essence of this entire agreement and any failure on the part of the PURCHASER to notify the AUCTION of any such claim shall void the AUCTION's liability under this guarantee. Likewise, failure of the PURCHASER to cooperate in defending any such claim shall relieve the AUCTION of liability under this guarantee.

The PURCHASER shall not surrender possession of the vehicle, except as required by legal process, to any such claimant, nor shall it voluntarily pay or acknowledge the validity of any such claim, without the prior approval of the AUCTION.

On payment of any claim under this guarantee, the PURCHASER will execute all necessary papers subrogating its right to recover against the SELLER, or others, to the AUCTION.

#### **DISCLAIMERS and INDEMNIFICATION**

SELLER and PURCHASER agree that AUCTION is neither responsible for odometer mileage on the consigned vehicles nor for the information contained in the odometer mileage statement which SELLER as Transferor is required to complete and sign and PURCHASER as Transferee is required to acknowledge.

SELLER and PURCHASER agree that all representations concerning the Vehicle are solely the responsibility of the SELLER, whether made on the block, before the sale, on this agreement, or otherwise, and acknowledge and agree that AUCTION has made no representations whatsoever about the Vehicle.

AUCTION is merely performing an auction service, and expressly disclaims all express and/or implied warranties as to merchantability, fitness or any other matter whatsoever other than the title guarantee set forth above.

SELLER and PURCHASER agree to indemnify and hold AUCTION harmless from any liability, loss, costs, damage or expense, including attorney's fees which may arise either directly or indirectly from the sale and purchase of the Vehicle including, but not limited, ... any matters relating to odometer mileage or odometer mileage statements.

If the AUCTION is required to make a claim as a result of this transaction against either SELLER or PURCHASER or an agent or employee of SELLER or PURCHASER or an insurance carrier insuring or bonding SELLER or PURCHASER, then the Auction shall recover, in addition to the amount of the claim and the costs incurred in the claim, reasonable attorney's fee in an amount not less than 25% of the amount of the claim, regardless of whether suit is filed, including appellate fees and costs. Interest shall accrue on the unpaid balance of any such claim at the rate of 1.5% per month.

The Vehicle is purchased for resale in the form of tangible personal property in the regular course of business and is the sort usually purchased by the PURCHASER for resale. In the event that the property is used for any purpose other than for resale, PURCHASER will pay direct to the proper taxing authorities such sale or use tax as may then be accrued and become payable. The PURCHASER further certifies that he holds a retail sales tax registration certificate, license or other permit, issued by the sales tax authority of this state, and county.

AUCTION MANAGEMENT RESERVES THE RIGHT TO VOID A TRANSACTION