

EARLYWINE AUCTIONS

4687 Wexmoor Drive – Kokomo, IN 46902
Phone: (260) 403-4227 – Email: brent@earlywineauctions.com

BUYER'S TERMS AND CONDITIONS OF SALE

Bidding: ALL BIDS ARE FINAL AT AUCTION. If you are awarded the final bid, ownership changes handle 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 premium will be charged on all lots sold. If your bid price is accepted as the winning bid on any lot, you will be charged a buyer's premium in addition to the accepted bid price. The buyer's fee is part of the purchase price and is subject to sales tax, if applicable. Buyer's premium is 8% on all automotive lots, 15% 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 or certified funds unless other arrangements have been approved in advance. Cash payments will be reported according to U.S. Federal government requirements. Should a bidder default on payment in any manner whatsoever, without limiting any recourse to Earlywine Auctions may have, bidder agrees to pay Earlywine Auctions all lost auction fees (which is the maximum published rates for (a.) the seller's fee, (b.) the buyer's premium, and (c.) the entry fee), this amount and due and payable without relief. Bidder will also be liable to seller for its damages. Bidder hereby authorizes Earlywine Auctions to deduct this charge with the credit card company at any time. Bidder agrees to also pay Earlywine Auction's costs of collection, including attorney's fees and costs.

Conditions of Sale: Bidder is responsible for inspections and verification of condition, authenticity, and completeness of any vehicle purchased. Statements printed in catalog brochures, signs, window cards, and verbal statements made by auctioneers or auction staff are representations made by the Consignor and the Earlywine Auctions has no obligation to verify or authenticate any such claims or vehicles are sold as is, where is, with no representations or warranties, expressed or implied and CONSIGNOR AND EARLYWINE AUCTIONS DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED AS TO CONDITION, ORIGINALITY, OR AUTHENTICITY, PREVIOUS USE OR OWNERSHIP, MANUFACTURING OR RESTORATION PROCESSES, YEAR OR AGE, SERIAL NUMBER, MAKE, MODEL, OPTIONS, TOOLS, OR MILEAGE OF ANY VEHICLE OR COMPONENT OF ANY VEHICLE, AND SPECIFICALLY DISCLAIM ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. In no event shall Earlywine Auctions, the auctioneer, or any of its employees, agents, associates or affiliates be responsible or liable 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 the vehicle or item, which occurs at the time of sale when bidder is declared by the auctioneer to have the successful bid. All vehicles or items purchased must be removed for the auction site at the bidder's expense immediately following the sale. If no removed by the end of the day following the sale, Earlywine Auctions will remove the vehicle or item with all costs of moving and storage to be paid by the bidder.

Dealers Note: All dealers must have current sales tax income 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 on the Consignor's behalf in an amount not to exceed the amount of the reserve bid. All terms of sale poste 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 auction held in connection herewith, the prevailing party, as determined by the court, shall be entitled to recover its reasonable attorneys' fees and costs. The law of the state in which the auction is held 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 Howard County, Indiana is located. You are responsible for all bids made with this bidder number, whether or not made by you and whether or not authorized by you. If your bidder card is lost or stolen, immediately report to Earlywine Auctions auction office as all bids made with this bidder number will be your responsibility. Seller of any vehicle will be paid once funds are collected in full from Buyer.

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

Accepted by _____ Date _____

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DATE OF AUCTION

Kokomo Event Center – CLIMATE CONTROLLED YEAR ROUND – 1500 N. Reed Road – Kokomo, IN 46901

Auction Buyer's Agreement

Name _____ Phone # _____

Company _____ Cell # _____

Address _____ Fax # _____

City _____ State _____ Zip _____ Dealer # _____

Email _____

Bank Information

Name of bank _____

Address _____ City _____ State _____

Phone Number _____

Payment Method

- Cash (IRS form 8300 will be completed on all cash transactions over \$10,000.00)
- Wire Transfer
- Cashier's Check
- Approved Business Checks

Deposits- \$1,000 cash OR \$2,500 deposit via credit card.

I, the buyer, acknowledge the sacrifice of deposit of all nonpayment of any lots. _____

All sales are final. (Initial)

All lots are sold as is and where is.

Authorized Buyer's Signature _____ Date _____