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5. If any of the terms of sale contained herein, or in any instrument collateral hereto, are not complied with by the Bidder/Buyer, in addition to other remedies available by law to DKC and/or the Seller/Owner (including the right to hold the purchaser liable for the bid price), DKC and/or the Seller/Owner, at its option, may do either of the following: (1) Cancel the sale and retain as liquidated damages all payments made by Bidder/Buyer, or (2) resell the article on 5 days written notice to the Bidder/Buyer at a private or public sale for the account of and at the risk of the Bidder/Buyer, and in any such event the Bidder/Buyer shall be liable for any deficiency plus all costs for such reselling, including moving and storage and the entry fees and commissions for both the first and second sale and all reasonable attorney fees and court costs incurred.
6. All terms of sale posted on the auction premises, printed in sale brochures, forms, signs, publicly announced, or otherwise published are incorporated herein by reference.
7. If any check given in payment is dishonored for any reason, including but not limited to, insufficient funds, stop payment or the like, Bidder/Buyer agrees, whether such check is signed by Bidder/Buyer as maker or endorser, that if such check is placed in the hands of an attorney for collection, to pay all reasonable attorney's fees incurred, together with all court costs and associated expenses in the event suit is instituted.
8. Unless the sale of an article is advertised or announced to be otherwise, each lot is offered subject to the reserve price of the Seller/Owner. When an article is sold with reserve, the auctioneer may bid on the Seller/Owner's behalf in an amount not to exceed the reserve price.
9. Bidder/Buyer hereby irrevocably agrees and assents to the jurisdiction of the courts of the county of Bexar and the State of Texas in any claim or complaint or lawsuit against DKC or any of its employees or independent contractors. If Bidder/Buyer sues DKC and does not prevail, Bidder/Buyer will reimburse DKC for all reasonable legal fees and expenses connected with such suit. Bidder/Buyer hereby agrees that the laws of the State of Texas will govern and control in any lawsuits or court actions that Bidder/Buyer or anyone else may institute against DKC.
10. Bidder/Buyer shall pay all city and state sales, use and other taxes assessed, due to or resulting from the Bidder/Buyer's failure to qualify as exempt from such taxes. Bidder/Buyer also agrees to pay the Buyer's Premium and any other applicable fees.
11. Bidder/Buyer agrees that its purchase of a vehicle shall be based relying entirely upon Bidder/Buyer's own examination thereof. Bidder/Buyer acknowledges that all sales are final and "AS IS, WHERE IS" without warranty of vehicle history, condition, title, options, specifications, fitness for a particular purpose, and/or merchantability unless otherwise agreed to in writing on a separate document and signed by an officer of DKC. Bidder/Buyer accepts full responsibility and sole liability for the vehicle purchased as of the fall of the hammer and agrees to reimburse DKC and/or the Seller/Owner for any expenses resulting from moving, storing, and otherwise handling such vehicle and assumes full responsibility and sole liability with respect to such vehicle prior to release thereof to Bidder/Buyer and removal by Bidder/Buyer from the auction premises.