

Wolfe's Evansville Auto Auction Collector Car & Memorabilia Sale

TERMS & CONDITIONS

Wolfe's Evansville Auto Auction, herein referred to as WEAA is merely performing an auction service and is responsible only for the warranties and guarantees set forth herein.

BIDDER RULES

1. The purchaser agrees to accept ownership of merchandise/property at the fall of the gavel, and he/she willingly assumes all responsibility and liability for said merchandise/property at the time and without exception.
2. Purchaser's Agreement: Purchaser agrees to purchase Said Lot for the purchase price of the last bid plus applicable buyer's premium for this auction; upon making settlement that NO stop payment of funds will be honored; and any stop payment order of check or giving a check which is returned marked "insufficient funds"; 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 to consummate the transaction.
3. All transactions are to abide by the Laws and Rules of the Uniform Code of Indiana.
4. All bids are to be per lot unless otherwise mentioned by the Auctioneer.
5. The highest bidder is to be the buyer. In all cases of disputed bids, the lot shall be resold, but the auctioneer will use his judgment as to the good faith of all claims and his decision is final.
6. Bidders are required to register and give full identification before bidding and are required to use the number issued to them to identify themselves as the successful bidder. Invoicing on purchases will be done according to the information on the bidder registration documents.
7. All items are offered for sale by Lot Number. The auctioneer will accept bids from the bidders present in the room, internet bidders, or telephone bidders. The auctioneer has the right to place a bid for the consignor up to the reserve amount. Under no circumstances will the auctioneer place a bid on behalf of the consignor at or above the reserve. Further, the consignor has the right to "lift" the reserve price whereupon it will be sold to the highest bidder at the hammer. When the reserve has been lifted, the auctioneer will duly announce it.
8. The purchaser will afford every opportunity to view all lots before the auction. However, the purchaser must understand that he/she is buying property entirely upon his own or his agent's personal examination, inspection, and opinion. All lots are sold "AS IS WHERE IS", with all faults and defects. Any guarantees written or implied as to the authenticity, originality, or condition of any lot are not the guarantee of WEAA and should be determined by the purchaser's inspection and discretion. The vehicle and information presented at the time of auction are final and supersede any previous representations. The information provided is deemed reliable but is not guaranteed.
9. Should any dispute arise after the sale, the auctioneer's records shall be conclusive in all respects.
10. WEAA is not responsible for lost, stolen, or damaged properties. Lots must be removed from the auction within 48 hours after the auction's end. If not claimed, WEAA has the right to remedy, move, and store at the owner's expense.
11. WEAA is not liable for any third-party liabilities. WEAA is not responsible for any and all liabilities.
12. WEAA shall be entitled to any attorney's fees incurred in the enforcement of this rules contract or the enforcement of the Sell/Buy Agreement.
13. Payment methods for vehicle purchases include personal or approved business checks, cashier's checks, cash, and wire transfers. NO CREDIT CARDS will be accepted for the payment of a vehicle. All purchases made by sellers will be deducted from the seller proceeds unless arrangements have been made with WEAA staff.
14. WEAA does not guarantee miles or mileage on these vehicles, or any documents related to these vehicles.
15. Upon being awarded the high bid, the purchaser is responsible for paying the end hammer price plus the auction fee. Non-payment will deem the purchaser liable for any losses incurred in the resale of said lots including, but not inclusive of freight, storage, difference in received value, or auction fees.
16. Purchaser authorizes, without further notice, WEAA to recover any deficiencies due to seller and/or WEAA and

to charge purchaser's credit card for the said amount(s).

17. Bidder hereby authorizes WEAA to verify the information contained on this application and do hereby authorize all financial institutions listed herein (as well as any other institutions the applicant may bank with, now or in the future) to release and disclose the credit information to WEAA

18. If the buyer fails to comply with any of the Terms & Conditions, WEAA may, in addition to asserting all remedies available by law including the right to hold such defaulting buyer liable for the purchase price (i) cancel the sale, retaining as liquidated damages any payment made by the buyer, (ii) resell the property without reserve at public auction or privately on seven-day notice to the buyer or (iii) take such action that we deem necessary or appropriate. If WEAA resells the property, the original defaulting buyer shall be liable for the payment of any deficiency in the purchase price and all costs and expenses, including warehousing, the expense of both sales, responsible attorney's fees, commission, incidental damage, and all charges due hereunder. If such buyer pays a portion of the purchase price for any of all lots purchased, WEAA shall apply the payment received to such lot or lots that WEAA, in our sole discretion, deems appropriate. Any buyer who fails to comply with these Terms & Conditions will be deemed to have granted WEAA a security interest in, and WEAA may retain as collateral security for such buyer's obligation to WEAA any property in WEAA possession owned by such a buyer. WEAA shall have the benefit of all rights of a secured party under the Uniform Commercial Code adopted in the state where the auction is held. This agreement shall be governed by and interpreted under the laws of the state of Indiana. By agreeing to the Terms & Conditions, both parties understand that any action that must be taken to enforce the terms of this agreement shall be brought in the Circuit Court of Evansville, Indiana.

19. Any litigation brought forward by the bidder/purchaser will be against the seller. WEAA is merely performing an auction service and does not own the property. Upon litigation, the bidder/purchaser will not be entitled to recovery fees earned by WEAA duly performing its service.

20. Please be advised that the auction you are attending may be televised live or on a tape-delayed basis. There may also be photographers or other forms of media present. Your presence in the general location constitutes your consent to WEAA and its licensees to use your image, voice, and likeness throughout the universe, in any and all media, in perpetuity as well as to live transmissions. This also applies to any guests or family members who are with you.

21. ALL BIDS ARE FINAL AT AUCTION. There is no "Cooling Off Period". If you are awarded the final bid, ownership changes hands at the drop of the hammer. You own the merchandise and are responsible for payment in full.

22. Buyers are subject to premiums added automatically to the final hammer price.

23. WEAA will not release a vehicle until payment by the buyer has been made.

24. Transactions may be subject to local and state sales tax.

25. Payment is required for items by the end of auction on event day for the purchase(s) unless other terms are pre-arranged with WEAA. If making multiple purchases, please consult with the auction bidder registration staff on how to make a single payment versus multiple payments.

26. Public registration fees are non-refundable

27. Under no circumstances is any vehicle to be sold on the auction property without authorization from the auction. The parking lot is not a sale lot. Failure to comply will result in revoked buying and selling privileges.

28. Some vehicles will be SOLD on a "IF Pending Status" where the exact Reserve is unknown and the seller has a time period of 1 hour after the auction event to declare the vehicle sold. In this case the buyer must state at the time of sale on auction block he does not want the vehicle on an "IF" Bid. In other case, if it is announced before the time of sale on auction block bidder / potential buyer is locked to that agreement.

29. Carfax & Auto Check reports are ran on each registered vehicle if the vin allows history. This information is passed on in the announcements at time of sale. WEAA is not responsible for any and all data or missed data provided by these agencies. Its is your responsibility to do your on research & homework about the history of the vehicle.

ONLINE/PHONE BIDDER RULES

1. All bidder rules listed prior apply to online/phone bidders in addition to the rules that follow.
2. All sales whether live, online, or over the phone are "AS IS WHERE IS" with all defaults and defects and the purchaser is responsible for any inspection or lack thereof. All sales are final.
3. Online/Phone bidders agree to hold WEAA and its employees harmless for any matters arising from the nature of the absentee bidder process.
4. Online/Phone bidders must complete a full bidder registration via our website www.collector.wolfesaa.com
5. It is the responsibility of the purchaser to secure proper transportation for any purchased vehicles. WEAA can suggest appropriate transport companies, but it is ultimately the purchaser's responsibility to remove vehicles by the end of auction event weekend. If you cannot pickup vehicle by end of event weekend, please contact our office for approval and staging / storage. Fees may apply for stored cars.
6. No bids will be taken from unregistered bidders.
7. WEAA requests that all phone bidders register 48 hours before the sale to allow time for registration and activation.
8. WEAA will attempt to reach a phone bidder at all numbers provided by the bidder on the registration form. If WEAA is unable to reach the bidder, no bid will be placed. The bidder forfeits his/her opportunity to bid.
9. There is a \$50.00 Internet fee on every completed online transaction
10. WEAA makes and provides no guarantee or assurance WEAA internet or phone bidding services will operate without interruption or that all services, products, features, functions, content, or operations will be available or perform as described or at any particular time or times. WEAA is not responsible or liable for 1) Malicious code, delays, inaccuracies, errors, omissions or mistakes arising out of bidder's use of WEAA internet or phone bidding services 2) Any interruption or cessation of transmission to or from our website or to or from our telephone representative 3) Any bugs, viruses, Trojan horses or the like which may be transmitted to or through our site by any third party, or 4) The defamatory, offensive, infringing, breaching, fraudulent or illegal conduct of other users or third parties. Bidder acknowledges and agrees that the bidder is assuming the entire risk of using WEAA's internet and phone bidding services and the features and functions associated with WEAA/s internet and phone bidding services.

CONSIGNMENT RULES

1. Sale position will not be established until the fee has been paid. Unpaid entries can be canceled at the discretion of WEAA. Sale position is based on a first come, first serve basis. Requests for positions will be taken into consideration. WEAA does however have the right to change sale position and make adjustments as we see fit.
2. Vehicles may be changed up to the close of business on the Friday, before the sale. After that a \$100 Change fee may be applied.
3. All entry fees are Non-Refundable
4. If a vehicle is consigned to WEAA and does not arrive at the auction as promised the seller will not receive a refund on the Entry Fee.
5. The seller agrees that WEAA shall have no liability for loss, theft, or damage of any type to the Vehicle/Boat/etc., its contents, or components at any time and that WEAA is not a Bailee of such vehicle. The seller further agrees to indemnify and hold WEAA, its agents, owners, directors, stockholders, representatives, and employees harmless from and against any claims for personal injury and property loss or damage arising out of this transaction. Seller hereby represents that the vehicle is currently insured and that Seller shall maintain its insurance on the vehicle throughout this agreement, and until the closing of the sale of the vehicle to a buyer under the purchase invoice and bill of sale. WEAA provides no insurance and is not an insurer of any vehicle or other article offered for sale.
6. WEAA will designate vehicles that do not reach their desired selling figure and provide an avenue for buyers to have the opportunity to continue to bid on these vehicles once they have left the block.
7. WEAA will not release a vehicle until payment by the buyer has been made.
8. Should either buyer or seller default on any part of the transaction, WEAA shall remain entitled to any and all fees and commissions by the defaulting party.
9. WEAA will be entitled to attorney's fees incurred in the enforcement of this contract.
10. This document shall be governed by and interpreted under the laws of the State of Indiana.
11. Serial Number/VIN/ID numbers on the entered vehicle must match Serial Number/Vin on the title. CARS WITHOUT A VIN OR INCORRECT VIN WILL NOT BE ALLOWED IN THE SALE.
12. Please check your serial number before coming to the sale, especially on Model A's and Street Rods, to avoid complications. Our staff can assist you with titles with typographical errors. Homemade VINs (those not stamped or issued by the manufacturer) may be subject to additional requirements. Discrepancies with VIN NUMBERS/TAGS/IDS/SERIAL NUMBERS could keep your vehicle out of our sale.
13. Vehicles identified as having "matching numbers" will be subject to additional requirements?
14. Sale date/position/run numbers are the property of WEAA and cannot be sold/ traded/reassigned to another seller or vehicle.
15. The auctioneer has the right to place a bid for a consignor up to the reserve amount. Under no circumstances will the auctioneer place a bid on behalf of the consignor above the reserve amount.
16. Vehicles/items must be removed from the auction site within 48 hours of the end of the auction. They are the responsibility of the owner and if not removed, may be removed and stored at the owner's expense.
17. Fraud or misrepresentation by the seller can supersede "as is" in a court of law. A seller may remain liable for issues with a vehicle because of misrepresentation and/or fraud. Be sure that you can confirm or back up any and all claims about your vehicle(s).
18. Titles must be negotiable. Dealers must have space on the title to re-assign or provide a proper reassignment form.
19. Individuals must have the vehicle titled in their name. An open title is not acceptable.
20. Payment is made to the name on the title.
21. The seller agrees that he/she is responsible for any previous tax or title obligations on said vehicle and is responsible for providing the purchaser with a proper document of sale.

22. Entry fees will not be refunded on cars rejected on the day of check-in or sale day.
23. Arrangements must be made to get vehicles to the auction during the check-in dates & times. Vehicles may be delivered Monday – Friday from 9 am – 4 pm. Beginning the Wednesday before the sale vehicles may be delivered 24 hours a day.
24. Any vehicle documentation should be turned in to the registration office. The documentation will be stored in a fireproof safe. The documentation will be returned to the seller if the vehicle does not sell or will be delivered to the buyer. Do not leave any documentation in the vehicle.
25. Sellers should be present during the sale of their vehicle. Sellers should make their presence known to the auctioneer/ring man and be available while your vehicle is on the block. Should the vehicle not sell, a staff member will call the number provided on the consignor contract should an offer be placed through the Wolfe Den.
26. Under no circumstances is any vehicle to be sold on the auction property without authorization from the auction. The parking lot is not a sale lot. Failure to comply may result in revoked buying and selling privileges.
27. WEAA is entitled to any and all fees or commissions on any lot that is presented at our auction and then sold up to 7 days after said event. WEAA will continue to work our buyers to get the best results possible from auction lots.

For further information regarding the WEAA Collector Cars & Memorabilia Terms & Conditions please contact a staff member at 812-425-4576 or email ccm@wolfesaa.com

All rules that apply at Wolfe's Evansville Auto Auction are applicable at this/for this sale.