

Terms and Conditions

1. ****It is the buyer's responsibility to review and judge vehicle conditions before bidding.****
 1. 2. The auction end date and time may be changed without notice to the bidders, please check back often.
 2. 3. To allow bidders plenty of time to bid, auction times will be extended if there is bidding activity in the last few minutes
 3. 4. All bidders must register before each sale. Bidding on any vehicle is confirmation of acceptance of all these Terms and Conditions.
 4. 5. The sales sheet/run list may change at any time. Bidders rely solely on their own observations and inspections in determining whether to buy a vehicle.
 5. 6. Payment for vehicles must be in cash, cashiers/business check or Credit Card (3% fee added to each Credit Card Purchase).
 6. 7. ****Vehicles must be paid for immediately after the sale.****
 7. 8. All vehicles must be picked up by the following Wednesday @5p.m.
 8. 9. Failure to remove the vehicle from the property after Wednesday will result in storage fees of \$25 per day.
 9. 10. The auction is not responsible for loss or damage to vehicles that are not immediately paid for and removed from the property.
10. 11. Action Wrecker Service Inc. Auction hereby disclaims and excludes any and all warranties of title, including without limitation that the title is good and its transfer is rightful, and that the vehicle is delivered free from any security interest or other lien or encumbrance. The Auction also disclaims and excludes any and all warranties that the vehicle is delivered free from any rightful claim of any third party by way of infringement or the like. All vehicles are sold **"AS IS WITH ALL FAULTS"**, including but not limited to dash lights and mechanical defects. This is the City of Midland impound lot, we do not know the full history of the vehicle. The Auction hereby disclaims and excludes any and all implied warranties, including without limitation the implied warranties of merchantability and fitness for a particular purpose.
11. 12. The sole and exclusive remedy for breach of contract of warranty shall be the return of the vehicle and repayment of the purchase price. Under no circumstance shall the Auction be liable for consequential or incidental damage; including but not limited to repairs, improvements, loss of use, and DMV/Registration fees.
12. 13. All vehicles will be assessed a buyer fee, see the website for details

NAME:

EMAIL:

INITIALS:

DATE SIGNED:

IP ADDRESS: