

BUYER REPONSIBILITIES

As to any vehicle purchased at the Auction, the Buyer is responsible for the following:

1. Buyer will inspect the vehicle prior to and immediately following the sale. The Buyer must verify the Seller's representations and notify the Auction immediately of any discrepancies within the time frame as stated in this arbitration policy. Buyer will verify odometer reading and operation before leaving the Auction. Mileage must be the same as it was when it left the Auction if arbitrated for inoperable odometer.
2. The Buyer will follow Auctioneer's cadence on price-any misunderstanding concerning price must be addressed at the drop of the Auctioneer's hammer (not following the sale of the vehicle).
3. The Buyer will inform the Auction immediately of any discrepancies as to Seller's representations warranties, and descriptions. Arbitration will be limited to the specific defects described by the Buyer upon placing the vehicle in arbitration.
4. Buyer guarantees sufficient funds are available and will remain on deposit at Buyer's bank to cover all checks and drafts. Until payment and receipt of title, the Buyer shall acquire neither title to the vehicle nor any right to sell or offer for sale.
5. Buyer will pay the bid price plus a Buyer's fee and draft fees (if applicable). Payment by means other than draft must be made on day of sale. Floor plan payments must be established on day of sale.
6. Buyer agrees to be liable for any and all work done to a vehicle prior to returning the vehicle to the Auction except on vehicles arbitrated for unannounced conditions not detectable through vehicle inspection (i.e. stolen vehicle, odometer, title discrepancy-does not include title absent).
7. Buyers should thoroughly check and test drive every vehicle. If there is any problem, a complaint must be properly filed with the Arbitration Office within the established arbitration time limit (1 hour after sale). The Buyer assumes responsibility for mechanical failure after leaving the Auction once the arbitration period is over.
8. It is the Buyer's responsibility to watch lights and listen to announced conditions before placing bids. Once the vehicle is sold the Buyer should check the Block Ticket to confirm the vehicle price and announcements are correct before legibly printing and signing their name to the Block Ticket. The Auction will not arbitrate defects visible from the block or announced conditions.
9. Mileage and other information written on the window of sale vehicles or in Auction Catalogs is the for convenience of the Buyer and is not to be relied upon as accurate or complete. Buyers should satisfy themselves as to year, mileage and/or equipment by viewing the actual vehicle prior to bidding. The Auction will not arbitrate vehicles based on incorrect information written on a vehicle or in the catalog.