

Barrett-Jackson Automobilia Auction Terms and Conditions

Auction registrant hereby agrees to the following terms and condition of auction sale:

1. LIMITATIONS AND DISCLAIMERS:

A. All property is sold "As is, Where is" and we make no guarantees, warranties or representations, expressed or implied, with respect to the property or correctness of the catalog or other description of authenticity of physical condition, size, quality or rarity of the property or otherwise.. No statement anywhere, whether oral or written, shall be deemed such guarantee, warrantee, or representation. Prospective bidders should inspect the property before bidding to determine condition, size and whether or not it has been repaired or restored. , Buyer hereby waives and releases Barrett-Jackson from and against any claim, demand, liability or expense of any kind arising out of or related to the Lot, expressly including without limitation any assertions of negligence (including negligent misrepresentation) or breach of warranty. Buyer agrees not to join Barrett-Jackson as a defendant in any action or proceeding arising directly or indirectly out of the condition of the Lot or any alleged representations concerning the Lot, and further agrees to look solely to Seller with respect to such matters.

B. Neither Barrett-Jackson or Seller, or any agent, employee or representative of Barrett-Jackson or Seller has given or authorized any other person to give any affirmation, representation, warranty or guarantee concerning any Lot. In any event, Barrett-Jackson acts solely as Seller's agent, and Barrett-Jackson assumes no liability for any affirmations, representations, warranties or guarantees made by Seller to Buyer.

2. PAYMENT:

A. Buyer agrees to pay for all Lots on the day of sale by United States currency. If not paid for and taken away by Buyer on the day of the sale, any Lot may be removed to a public warehouse by Barrett-Jackson, without notice, at the account, risk and expense of Buyer. There shall be no deviation from this provision without the prior written consent of Seller and Barrett-Jackson. Bidder hereby authorizes Barrett-Jackson to recover lost commissions due to them should Bidder default, and charge this amount to Bidder's American Express, Visa or MasterCard.

B. Should I default upon my purchase in any manner, for any reason, I agree to pay Barrett-Jackson the full sum of both the buyer's premium 15% of sale price live - 17% absentee/internet) and seller's commission (15% of sale price). This sum is due and payable without relief. I also agree to pay any court cost, attorney fees, storage, etc., incurred by the Seller or Barrett-Jackson. This in no way releases Buyer from any and all financial responsibility regarding said purchase.

C. A BUYER'S PREMIUM OF 15% LIVE OR 17% INTERNET/ABSENTEE BID OF FINAL BID IS PAYABLE BY THE BUYERS ON ALL LOTS. Bidder understands that they must pay the sum equal to 15% LIVE (Fifteen Percent) OR 17% ABSENTEE/INTERNET (Seventeen Percent) on any article purchased at this auction, and that this fee will be automatically included in the final settlement figure, and will be subject to applicable taxes and license fees, and is payable without relief to Barrett-Jackson.

D. All lots are sold subject to State of Arizona and City sales tax unless a resale number is provided during registration.

3. PASSING OF TITLE:

A. Upon the Auctioneer's call of "SOLD", title of the offered lot will pass to the highest Bidder acknowledged by the Auctioneer, subject to the conditions set forth here, and such Bidder thereupon (a) assumes full risk and responsibility therefore and neither the Seller nor Barrett-Jackson or its agents shall be responsible for the loss of, or any damage to any article due to the theft, fire, breakage or any cause whatsoever, however occasioned, (b) will sign a confirmation of purchase thereof, and (c) will thereupon pay the full purchase thereof. All property must be removed from our premises by the Purchaser at their expense not later than 72 hours following the completion of the sale, and if it is not so removed, a handling charge of 10% (ten percent) of the purchase price will be payable by the Purchaser per month, until its removed, with minimum of 20% (TWENTY PERCENT) for any property not so removed within 60 days after the sale. After 90 days, Barrett-Jackson may dispose of the property. PURCHASER HEREBY WAIVES ALL REQUIREMENTS OF NOTICE, ADVERTISEMENT AND DISPOSITION OF PROCEEDS REQUIRED BY LAW, AND RELEASES BARRETT-JACKSON FROM ANY LIABILITIES WHATSOEVER IN CONNECTION WITH SUCH DISPOSAL.

4. REMEDIES:

A. In the event that Buyer breaches these terms and conditions of sale or fails to consummate the sale for any reason, Seller and Barrett-Jackson, in addition to and not in lieu of any rights available at law or in equity, may: (1) compel specific performance and hold Buyer liable for the bid price, (2) resell any Lot by public or private auction for Buyer's account and risk, after fifteen (15) days' written notice to Buyer at Buyer's last known address, and hold Buyer liable for all damages, including the difference between the bid price and resale price, Barrett-Jackson full commission on the bid price, all costs for resale (including commissions), and consequential damages; (3) retain the Lot and hold Buyer liable for the difference between the bid price and the fair market value; or (4) cancel the sale and retain all payments made by Buyer as liquidated damages and not as a penalty.

All bidders will provide proper I.D. and valid major credit card when registering, and will sign the registration form thereby acknowledging acceptance of said terms.

Initial _____