

**IMPORTANT NOTICE TO BIDDERS:**

**The seller of the motor vehicle property listed in the above or linked description (the “Lot”), acting as agent for the owner of the Lot, offers the Lot for sale expressly subject to the below terms and conditions (the Conditions of Sale). By bidding on this Lot, the bidder agrees to such terms and conditions, and as a condition of bidding agrees to execute upon request a document confirming such agreement if s/he is the successful bidder for purposes of consummating the sale transaction.**

1. The buyer is responsible to pay all city, state, federal and any and all other taxes due, unless exempt by law. Proof of exemption is the buyer’s responsibility and subject to verification. With respect to any buyer that is a resident of any jurisdiction in which the seller does not otherwise collect sales tax and documentation or licensing fees on registrable vehicles, or if the seller fails to collect such for any reason, the buyer shall be solely responsible for the payment thereof. The buyer hereby agrees to defend, indemnify and hold harmless the seller against any claims or assessments by any state, county or other governmental agency for any failure to register a Lot and for any unpaid sales or use taxes and any unpaid documentation and licensing fees arising from the sale of the Lot.
2. Following receipt of payment in full for the Lot, the seller shall deliver to the buyer any document(s) of conveyance that shall be deemed reasonably necessary to convey good and marketable title to the Lot to the buyer, free and clear of all liens, claims and encumbrances.
3. The buyer acknowledges and agrees that s/he has had the opportunity to view and inspect the Lot prior to entering into this agreement, as set forth in these Conditions of Sale.
4. Upon completion of sale, the buyer assumes full risk and responsibility for the Lot, including the removal, packing and shipping of the Lot from its location at the time of completion of sale.
5. The buyer acknowledges and agrees that the Lot is being sold AS-IS and WITH ALL FAULTS.
6. Without limiting the foregoing, except as expressly set forth otherwise in these Conditions of Sale, NEITHER THE SELLER NOR THE OWNER MAKES ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION THAT THE LOT IS OF MERCHANTABLE QUALITY OR THAT THE LOT CAN BE USED FOR ANY PARTICULAR PURPOSE.

NO STATEMENT SET FORTH IN THESE CONDITIONS OF SALE, ANY INVOICE, ANY TITLE DOCUMENT OR BILL OF SALE, OR ANY OTHER WRITING CONCERNING THE LOT OR ANY ORAL STATEMENT SHALL BE DEEMED TO CREATE ANY WARRANTY OR REPRESENTATION CONCERNING THE LOT.

BUYER ASSUMES ALL RISK WITH REGARD TO THE LOT, INCLUDING BUT NOT LIMITED TO ANY NECESSARY COMPLIANCE WITH APPLICABLE LAW, AND EXPRESSLY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL THE SELLER OR THE OWNER BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, ANY COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST OPPORTUNITY OR LOST PROFIT OR APPRECIATION) DAMAGES.

7. Any dispute, controversy or claim arising out of or relating to these Conditions of Sale, brought by or against the seller (or owner) shall be resolved by the following procedures:

Within 60 days of written notice that there is a dispute, the parties shall submit the dispute for binding arbitration before a single neutral arbitrator. Such arbitrator shall be a retired judge or an attorney familiar with commercial law and trained in or qualified by experience in handling arbitrations. Such arbitrator shall make all appropriate disclosures required by law. The arbitrator shall be drawn from a panel of a national or international arbitration service agreed to by the parties, and shall be selected as follows: (i) If the arbitration service has specific rules or procedures, those rules or procedures shall be followed; (ii) If the arbitration

service does not have rules or procedures for the selection of an arbitrator, the arbitrator shall be an individual jointly agreed to by the parties. If the parties cannot agree on an arbitration service, the arbitration shall be conducted by Judicial Arbitration and Mediation Services, Inc. ("JAMS") or another national or international alternative dispute resolution ("ADR") provider of seller's choice, and the arbitrator shall be selected in accordance with JAMS' Streamlined Arbitration Rules and Procedures or the rules of the other ADR provider selected by Seller. The arbitrator's award shall be in writing and shall set forth findings of fact and legal conclusions.

Unless otherwise agreed to by the parties or provided by the published rules of the arbitration service, the arbitration shall be conducted in Los Angeles, California or New York, New York.

To the fullest extent permitted by law, and except as required by applicable arbitration rules, each party shall bear its own attorneys' fees and costs in connection with the proceedings and shall share equally the fees and expenses of the arbitration.