

ABSENTEE/TELEPHONE BIDDER REGISTRATION FORM AF10

AUBURN FALL COLLECTOR CAR AUCTION • SEPTEMBER 1ST - 5TH, 2010 • AUBURN AUCTION PARK. AUBURN, INDIANA

Buyer's Terms and Conditions

Terms of Sale: ALL BIDS ARE FINAL AT AUCTION. At auction there is no "cooling off period". If you are awarded the final bid, ownership changes hands at the drop of the gavel. You own the merchandise and are responsible for payment in full. No bidder may retract a bid made during the sale for any reason.

Buyer's Fee: A buyer's fee is an amount charged by the auctioning dealer (Auctions America by RM, Inc. - "AA") for conducting the auction sale. If your bid price is accepted as the winning bid on any lot, you will be charged a buyer's fee in addition to the accepted bid price. The buyer's fee is part of the purchase price and is subject to sales tax, if applicable. Any terms and conditions posted at the auction premises, or posted on our web site (www.auctionsamerica.com), are incorporated herein by reference. Buyer's premium is 10% on all automotive lots, 15% on nonautomotive lots.

Terms of Payment: Payment of 10% of the purchase price is due immediately upon the auctioneer's declaration of sale. The balance is due in full on or before 3:00 pm on the first business day following the auction. All payments must be in the form of cash or certified funds unless other arrangements have been approved in advance. Cash payments will be reported according to U.S. Federal government requirements. Should a bidder default on payment in any manner whatsoever, without limiting any recourse AA may have, bidder agrees to pay AA all lost auction fees (which is the maximum published rates for

(1) the seller's commission, (2) the buyer's premium, and (3) the entry), this amount is due and payable without relief. Bidder will also be liable to seller for its damages. Bidder hereby authorizes AA to deduct these lost auction fees from bidder's cash deposit, or to charge this amount to bidder's credit card provided. Bidder agrees not to dispute this charge with the credit card company at any time. Bidder agrees to also pay AA's costs of collection, including attorneys' fees and costs.

Conditions of Sale: Statements printed in catalogs, brochures, signs, window cards, and verbal statements made by auctioneers or auction staff are representations made by the Consignor and AA has no obligation to verify or authenticate any such claims or representations. Any announcements made at time of sale supersede any earlier printed information. Except as herein provided, all vehicles are sold as is, where is, with no representations or warranties, expressed or implied. CONSIGNOR AND AUCTIONS AMERICA BY RM, INC. DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED AS TO CONDITION, ORIGINALITY, OR AUTHENTICITY, ORIGIN OR PROVENANCE, PREVIOUS USE OR OWNERSHIP, MANUFACTURING OR RESTORATION PROCESSES, YEAR OR AGE, SERIAL NUMBER, MAKE, MODEL, OPTIONS, TOOLS, OR MILEAGE OF ANY VEHICLE OR COMPONENT OF ANY VEHICLE, AND SPECIFICALLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Risk or Loss: Bidder is responsible of all risk of loss or damage immediately upon purchase of the vehicle or item, which occurs at the time of

sale when bidder is declared by the auctioneer to have the successful bid. All vehicles or items purchased must be removed from the auction site at the bidder's expense immediately following the sale. If not removed by the end of the day following the sale, AA will remove the vehicle or item with all costs of moving and storage to be paid by the bidder.

Other Terms: Vehicles not marked as "no reserve" (or similar) are subject to a reserve bid set by the Consignor. When a vehicle is sold subject to such a reserve bid the auctioneer may bid on the Consignor's behalf in an amount not to exceed the amount of the reserve bid. Bidder is responsible to pay all city, state or other taxes due for which the buyer does not qualify as exempt. Proof of exemption is bidder's responsibility. All terms of sale posted on the auction premises, printed in sale brochures or forms, publicly announced, or otherwise published are incorporated herein by reference. In the event either party brings action against the other arising from or relating to this bid card or any auction held in connection with, the prevailing party, as determined by the court, shall be entitled to recover its reasonable attorneys' fees and costs. The law of the state in which the auction is held shall govern the provisions of this bid card. Jurisdiction for any action brought shall lie exclusively in a court of competent jurisdiction in the judicial district in which the auction is located. You are responsible for all bids made with this bidder number, whether or not made by you and whether or not authorized by you. If your bidder card is lost or stolen, immediately report to AA as all bids made with this bidder number will be your responsibility.