

General Rules:

- 1) Newman Przybilla Auctioneers along with Hanson Auctioneers is merely performing an auction service, and is responsible only for their warranties and guarantees set forth herein, herein referred to as Auction Company.
- 2) Purchaser agrees to accept ownership of merchandise/property at the fall of the gavel and he/she willingly assumes all responsibility and liability for said merchandise/property at that time and without exception.
- 3) Purchaser's Agreement: PURCHASER agrees to purchase Said Lot for purchase price of last bid. That upon making settlement that NO stop payment of funds will be honored; and any stop payment order of check or giving a check which is returned marked "insufficient funds"; shall be deemed by the parties to be prima facie evidence of Fraud existing at the time the transaction was consummated and shall be construed by the parties as an intent to defraud in order to consummate the transaction.
- 4) All transactions are to abide by the Laws and Rules of Uniform Code of the state in which the sale is held.
- 5) ALL bids are to be per lot unless otherwise mentioned by the Auctioneer.
- 6) The highest bidder is to be the buyer. In all cases of disputed bids, the lot shall be resold, but the auctioneer will use his judgment as to the good faith of all claims and his decision is final.
- 7) BIDDERS are required to register and give full identification prior to bidding and are required to use the number issued to them when identifying themselves as the successful bidder. Invoicing on purchases will be done according to the information on Bidder's application.
- 8) Automobiles are offered for sale by Lot Number. The auctioneer will accept bids from the bidders present in the room, absentee bidders by telephone, or absentee bidders who leave written bids in advance of the auction. The auctioneer may also execute bids in response to salesroom, telephone, or absentee bids. The auctioneer has the right to place a bid for consignor up to the reserve amount. Under no circumstances will the auctioneer place a bid on behalf of the consignor at or above the reserve. Further the consignor has the right to "lift" the reserve price whereupon it will be sold to the highest bidder at the hammer. When the reserve has been lifted, the auctioneer will duly announce it.
- 9) The seller will afford every opportunity to view all lots prior to sale. However the purchaser must understand that he/she is buying property entirely upon his own or his agent's examination and opinion. All lots are sold "AS IS, WHERE IS." Any guarantees written or implied to the authenticity, originality, or condition of any lot are not the guarantee of the Auction Company, and should be determined by the purchaser's own inspection and discretion.
- 10) SHOULD any dispute arise after the sale, the auctioneer's records shall be conclusive in all respects.
- 11) Newman Przybilla Auctioneers along with Hanson Auctioneers IS NOT RESPONSIBLE FOR LOST, STOLEN, OR DAMAGED PROPERTIES.
- 12) Newman Przybilla Auctioneers along with Hanson Auctioneers IS NOT LIABLE FOR ANY THIRD PARTY LIABILITIES. Newman Przybilla Auctioneers along with Hanson Auctioneers is not responsible for any and all liabilities.
- 13) Newman Przybilla Auctioneers along with Hanson Auctioneers is entitled to any fee on any vehicle sold due to Newman Przybilla Auctioneers and Hanson Auctioneers event up to 21 days after said event.
- 14) Newman Przybilla Auctioneers along with Hanson Auctioneers shall be entitled to any Attorney's Fees incurred in the enforcement of this rules contract or the enforcement of Sell/Buy Agreement.
- 15) Upon being awarded high bid, you are responsible to pay end hammer price plus auction fee. Non-payment will deem you liable for any losses incurred in the resale of said lot # to include, but not inclusive of freight, storage, difference in received value, auction fees.
- 16) If the buyer fails to comply with any of these General Rules and Terms Newman Przybilla Auctioneers and Hanson Auctioneers may, in addition to asserting all remedies available by law including the right to hold such defaulting buyer liable for the purchase price (i) cancel the sale, retaining as liquidated damages any payment made by the buyer, (ii) resell the property without reserve at public auction or privately on seven days notice to the buyer or (iii) take such action that we deem necessary or appropriate. If Newman Przybilla Auctioneers and Hanson Auctioneers resells the property, the original defaulting buyer shall be liable for the payment of any deficiency in the purchase price and all costs and expenses, including warehousing, the expense of both sales, responsible attorney's fees, commission, incidental damage and all charges due hereunder. In the event that such buyer pays a portion of the purchase price for any or all lots purchased, Newman Przybilla Auctioneers and Hanson Auctioneers shall apply the payment received to such lot or lots that Newman Przybilla Auctioneers and Hanson Auctioneers, in our sole discretion, deems appropriate. Any buyer who fails to comply with these General Rules and Terms will be deemed to have granted Newman Przybilla Auctioneers and Hanson Auctioneers a security interest in, and Newman Przybilla Auctioneers and Hanson Auctioneers may retain as collateral security for such buyer's obligation to Newman Przybilla Auctioneers and Hanson Auctioneers any property in Newman Przybilla Auctioneers and Hanson Auctioneers possession owned buy such buyer. Newman Przybilla Auctioneers and Hanson Auctioneers shall have benefit of all rights of a secured party under the Uniform Commercial Code adopted in the state where the auction is held. This agreement shall be governed by and interpreted under the laws of the state of Minnesota. By signing this document, both parties agree that any action that must be taken to enforce the terms of this agreement shall be brought in the Circuit Court of Crow Wing County, Minnesota.
- 17) Any litigation brought forward by bidder/purchaser will be against seller. Newman Przybilla Auctioneers and Hanson Auctioneers are merely performing an auction service, and does not own the property. Upon litigation, bidder/purchaser will not be entitled recovery of fees earned by Auction Co. Duly performing its service.
- 18) Liens or encumbrances: Vehicles with liens CAN NOT be sold at our auctions. Due to delays in processing paperless titles and vehicle with bank pay-offs to new buyers. We cannot accept entries without a paper title. If you arrive at check in desk without a title, we will not accept the entry.

1 Sellers are subject to premium at end hammer price.

2 Titles on purchased vehicles will be processed within 14 working days contingent upon confirmed payment.

3 All purchases must be paid for in one (1) hour.

---

Seller Signature

---

Date

---

Printed Name of Seller