

Name (print):  
Customer Number:  
Street Address:  
Phone Number:  
City:  
State:  
Zip Code:

*By signing this document, you represent and agree that the above information is true and accurate and that you will update Manheim if it changes. You authorize Manheim to do any credit or eligibility checks on you it deems appropriate. You also confirm that you have read and agree to the Terms and Conditions that follow.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### *Terms and Conditions*

Thank you for attending Manheim. In these Terms and Conditions ("Terms"), "Auction," "we," "us," and "our" refer to Manheim and its affiliates, and "you" and "your" refer to you as a customer at our auctions. By attending our auctions as a bidder or using any of our services, you agree to abide by the Terms detailed below, as amended from time to time:

#### *I. General Provisions*

1. We are merely the auctioneer and are not a party to any transaction between vehicle buyers and sellers. We are not the seller or transferor of any vehicle you purchase at auction, nor the buyer or transferee of any car you sell.
2. We may amend these Terms from time to time by posting updates online at Manheim.com and will revise the effective date when we do so. You agree that the most current version of these Terms will apply to your business with us.
3. You can find auction schedules, sales lists, and additional information by visiting our web page or by contacting us for details.
4. Unless announced otherwise during the sale, all units are sold with reserve, and the auctioneer may bid for the seller up to the reserve.
5. Auction retains the right to unwind any transaction. Otherwise, all sales are final.

#### *II. Registration*

6. You must register with us, obtain a buyer number, and be in good financial standing with us before you may submit a bid or buy a vehicle, goods, or merchandise at Auction. You must be 18 years or older to register. You must submit a copy of a government-issued photo ID, a completed W-9 form, any required registration fee(s), a cash equivalent deposit, and any other documentation required by Auction with your registration form.
7. You authorize us to pull, gather, obtain, receive, share, disseminate, and disclose financial, credit, and transactional information about you in our discretion, including, without limitation, consumer reports, credit histories and limits, buy and sell histories, check information, collateral location and status, and eligibility status (for purposes of this paragraph, "Your Information"), from and with credit bureaus, financial institutions, trade creditors, government agencies (including the Office of Foreign Assets Control (OFAC)), affiliates and third parties, including without limitation AuctionACCESS, Auction Insurance Agency, other auction companies, marketing partners, and other customers, for any reason we deem necessary, including, without limitation, assessing your creditworthiness, collecting any outstanding debt you may owe now or in the future, and you hereby ratify any such prior acts. The information sharing authorized herein is in addition to any information sharing authorized in any applicable Manheim privacy policy. You may opt out of allowing your consumer report (if any) to be shared among our affiliates or disseminated or disclosed for marketing purposes (only) by writing to Manheim, ATTN: Credit Bureaus, 400 Northridge Road, Suite 800, Atlanta, Georgia 30350.
8. You agree we are a private, invitation-only business, and we reserve the right to suspend or revoke your privileges at future auctions, without prior notice to you, if you fail to comply with our payment requirements, if you violate these Terms, or otherwise in our discretion.

#### *III. Fees and Payment*

9. Each purchase you make at Auction will be subject to a buyer's fee, as well as any applicable state and local taxes. You agree to pay all fees and charges of Auction for services rendered. Any fees, including buyer's fees, late fees, renege fees, membership fees, title fees, and storage fees can be found on the current fee schedule applicable to the relevant Auction location and available in our office. We may change any of these fees, prior to a given sale, without notice at our discretion.
10. This is not a financial product or credit arrangement. You must pay in full for all vehicles, goods, or services you purchase on sale day, absent other written arrangements with Auction. If the amount due (including fees) is not paid when due, you will be in default of your purchase obligations and may be required to pay a late fee and/or default interest.
11. Any vehicle you purchase will be subject to daily storage fees if left on the Auction premises, and you assume full responsibility for the vehicle and damages thereto, whether left inside or outside the Auction's premises.
12. You agree to pay any collection costs, attorneys' fees, and court costs we incur if we place your account with an attorney for collections or take legal action to collect fees and charges from you.
13. We do not accept personal checks or credit cards. All purchases, payment of fees, and deposits must be made in the form of money order, or cashier's check. If payment for a vehicle is made by cashier's check, title and ownership will not pass until the check has been honored.
14. You agree that Auction may use and set-off against any deposit or any other amounts or property due to you to satisfy any obligation you have to Auction or its affiliates.

#### **Public Terms and Conditions**

#### *IV. Warranties, Title, and Risk of Loss*

15. All vehicles sold under these Terms are used or salvage vehicles and are sold without any warranty as to condition. IN PURCHASING A VEHICLE AT AUCTION, YOU AGREE THAT THE VEHICLE IS SOLD AS IS, WHERE IS, AND HOW IS.

AUCTION DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. Any information about vehicles available at Auction, including information about the make, model, year, odometer reading, or damage, is provided for informational purposes only. It is your responsibility to verify any information provided or announcements made about any vehicle you wish to purchase or sell. You should assume that any vehicle sold at Auction has some material damage, including frame or structural damage.

17. If not provided on sale day, the title for any vehicle you purchase will be mailed by regular ground mail, within the timeframe allowed by local Auction policies, to the mailing address you provide above, after you have paid the purchase price and any fees in full. We reserve the right to withhold title to any vehicle you have purchased if you have not paid for all vehicle purchases in full.

18. Like all auto auctions, our various facilities are busy places with many vehicles, customers, and personnel moving around the premises at all times, particularly during sales events. You enter the Auction premises at your own risk. While on Auction premises, you agree to use extreme care to avoid injury to yourself and others, both in moving vehicles on and off the premises and in traversing any sale lanes, parking lots, and offices on foot and otherwise. We are not liable for bodily injury or property damage you encounter on the Auction premises or by using our services. You hereby waive and release your right to recover from Auction, its directors, officers, employees, representatives, and agents any and all damages, losses, liabilities, costs, or expenses whatsoever, whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise from or be related to bodily injury or property damage that occurs on Auction premises or from using Auction's services.

19. Auction is not responsible for damage to, acts of vandalism to, or theft of items from vehicles or other merchandise before, during, or after an auction. You are responsible for transporting any vehicles you purchase off Auction's premises.

#### *V. Vehicle and Transaction Disputes*

20. You agree and acknowledge that (a) you have received and read a copy of our prevailing National Auto Auction Association Arbitration Policy, including any Manheim addendums, and the Manheim \$3,000 & Under Arbitration Policy, each of which are available at [www.manheim.com/market\\_policies](http://www.manheim.com/market_policies) (collectively, the "Manheim Arbitration Policies"); (b) you understand and are bound by the Manheim Arbitration Policies, which may be amended unilaterally by us from time to time, when participating in any transactions at Manheim; and (c) any dispute arising from the purchase or sale of a vehicle through Manheim will be resolved in accordance with the Manheim Arbitration Policies, which are incorporated herein by reference and as may be amended from time to time by posting on Manheim's website, and Auction's decision as arbitrator shall be final and binding upon you with respect to any vehicle or transaction.

#### *VI. Other Disputes*

21. For any dispute not resolved under Section V above, YOU AGREE TO ARBITRATE ANY DISPUTE OR CLAIM THAT YOU MAY HAVE WITH US THAT ARISES OUT OF OR RELATES IN ANY WAY TO THESE TERMS; ANY PURCHASE OF VEHICLES, SERVICES, OR OTHER GOODS FROM US; YOUR USE OF OUR WEBSITE OR OTHER PRODUCTS OR SERVICES; OR ANY OTHER AGREEMENT, DEALINGS, OR INCIDENTS BETWEEN YOU AND US. ARBITRATION CONDUCTED HEREUNDER SHALL BE FINAL AND BINDING. **THIS ARBITRATION PROVISION MEANS THAT YOUR CLAIMS AGAINST US WILL BE RESOLVED THROUGH ARBITRATION RATHER THAN LITIGATION IN COURT.** The Federal Arbitration Act governs the interpretation and enforcement of this agreement to arbitrate. ANY ARBITRATION PROCEEDING UNDER THIS SECTION WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS AND CLASS OR REPRESENTATIVE PROCEEDINGS OF ANY KIND ARE NOT PERMITTED, AND YOU EXPRESSLY WAIVE YOUR ABILITY TO PARTICIPATE IN A CLASS OR REPRESENTATIVE PROCEEDING AGAINST US. IF YOU CHOOSE TO OPT OUT OF ARBITRATION, OR IF THIS ARBITRATION AGREEMENT IS FOUND INAPPLICABLE TO YOUR DISPUTE WITH US, THIS CLASS ACTION WAIVER WILL CONTINUE TO APPLY IN LITIGATION. YOU AGREE THAT THIS CLASS ACTION WAIVER IS AN ESSENTIAL ELEMENT OF OUR AGREEMENT AND THESE TERMS AND THAT IT MAY NOT BE SEVERED. IN THE EVENT THAT THIS CLASS ACTION WAIVER IS DEEMED INVALID OR UNENFORCEABLE, THEN THE ENTIRE AGREEMENT TO ARBITRATE WILL BE NULL AND VOID. Any dispute or claim between us shall be submitted to binding arbitration administered by the Judicial Arbitration and Mediation Service ("JAMS") pursuant to its Streamlined Arbitration Rules and Procedures as in effect at the time of the submission of such dispute or claim (the "JAMS Streamlined Rules"). The disputes or claims will be resolved by a single arbitrator selected pursuant to the JAMS Streamlined Rules. The arbitrator shall be bound by and shall strictly enforce these Terms and any other applicable agreement between you and us, and may not limit, expand, or otherwise modify any of these Terms or the provisions of any other applicable agreement between you and us. The arbitrator may award any relief that a court of law could, although the arbitrator must follow the terms of these Terms. The arbitrator may award injunctive relief if permitted by law, but the injunctive relief awarded by the arbitrator may not extend beyond our dealings with each other. The laws of the State of Georgia will apply to any claims or disputes between us. Any arbitration will be held in Atlanta, Georgia, unless you and we agree to a different location in writing. Each party will bear its own expenses in the arbitration and will share equally the costs of the arbitration. However, an arbitrator may award costs and fees to us if it is determined that you submitted or filed any arbitration in bad faith or that your claims against us have no reasonable legal basis. YOU MAY OPT OUT OF THIS ARBITRATION AGREEMENT (THIS SECTION ONLY) FOR ANY FUTURE BUSINESS WITH US AND DOING SO WILL NOT IN ANY WAY PREJUDICE OR AFFECT YOUR DEALINGS WITH US. TO EXERCISE THIS OPT-OUT RIGHT, YOU MUST PROVIDE WRITTEN NOTICE OF YOUR ELECTION TO OPT OUT TO MANHEIM REMARKETING, INC. AT MANAGER, LICENSING AND ADMINISTRATION, 6205 PEACHTREE DUNWOODY ROAD NE, ATLANTA, GA, 30328 NO LATER THAN 30 DAYS AFTER YOU FIRST ACCEPT THESE TERMS OF USE.

#### *VI. Other Agreements*

22. You agree to the terms on the Auction bill of sale form for any vehicle you buy or sell through us; and for all dealings with Manheim you agree to the general Manheim Terms and Conditions, which may be found at <http://publish.manheim.com/en/marketplace-policies/us-policies/manheim-terms-and-conditions.html>, including without limitation Sections 1 (Manheim), 2 (Accuracy of Information), 3 (Fairness and Courtesy), 10 (Electronic Signatures), 14 (Safety and Assumption of Risk), 16 (No Right to Do Business), 18 (Contributions to Manheim), 19 (Manheim's Proprietary Rights), 20 (Limited Power of Attorney), 21 (Disclaimer of Warranties), 22 (Indemnification), 23 (Waiver and Release of Liability), 24 (Limitations of Liability), 25 (Choice of Law and Consent to Jurisdiction), 28 (Communications), 29 (No Commitment to Lend), 30 (Manheim Policies), and 31 (Understanding of Terms and Conditions). To the extent there is any inconsistency between those other agreements and these Terms, however, these Terms will control.

23. For auctions held in Maryland, no deposit or registration fee is required to enter the auction premises to observe the sale of vehicles offered to the public.