



Manheim
by Cox Automotive

ATLANTA

Manheim Atlanta Key Information

Manheim Atlanta is NOT an absolute auction. All units have reserves unless otherwise announced.

If you bid on an item, you are held to your bid and liable for the outcome until the following day at 5 pm EST. It is the buyer's responsibility to call and follow up with their bid.

There is a 2% Internet Purchase Fee based on the original purchase price. Manheim charges an additional Buy Fee.

Online buyers not registered with Manheim Atlanta will be sent our auction registration form to be completed and **returned exactly how the purchases will be titled.** Sales Tax will apply to each transaction made without a DOT, or Federal Tax ID.

We only accept money orders, cashier's check, and wire transfers. We DO NOT accept credit cards or 3rd party financing for payment.

Online buyers MUST pay by 11:00 am EST on the Monday following the Thursday sale. Failure to pay will result in late fee of 3% of the Purchase Price being added to the amount owed in addition to any other fees.

Preview Date & Times: Manheim Atlanta preview days are Monday - Wednesday, 7am to 7pm.

Checkout Date & Times: ALL lots must be paid in full. Once completed the auction will email you the gate release for pick up. Manheim Atlanta gate hours for pick up are 7 days a week, 7am to 7pm.

Location: 4900 Buffington Road, College Park, GA 30349

PAYMENT INSTRUCTIONS

We only accept money orders, cashier's check, and wire transfers. We DO NOT accept credit cards or 3rd party financing for payment.

FOR WIRE TRANSFERS:

Wells Fargo Bank, NA

420 Montgomery St – San Francisco, CA 94104

Account #: 2080000698511

Wire Tran: RTN 121000248

Swift: WFBIUS6S

AFA: 121000248

- Remittance Details Required:

- ✓ Client Name and Client Number

- ✓ Invoice Number and/or VIN Number (at least last 8)

- ✓ Send Remittances to cashapp@coxautoinc.com & Commercial.truck@coxautoinc.com

For Questions Call: 404-762-9211 - Commercial.truck@coxautoinc.com

I, _____, acknowledge that I have read and understand the preceding
Key Information.

Signature: _____



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ATLANTA

COMPANY REGISTRATION

Date _____

Name _____

Address _____

City _____ State _____ Zip Code _____

Mailing Address _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

Email Address _____

Federal ID # _____

Company DOT # _____

COMPANY INDIVIDUAL

Owner/Representative Name _____

Address _____

City _____ State _____ Zip Code _____

Cell Phone # _____ Alt # _____

Drivers License # _____ State Issued _____

Issue Date _____ Expiration Date _____

Social Security # _____ Date of Birth _____

Email Address _____

Individual DOT # _____

Please provide a scanned copy of your photo ID along with this registration packet.

Email documents to Commercial.truck@coxautoinc.com

Please note: **Payment is due in full by 11:00 am EST on the Monday following the Thursday sale.**

Required forms of payment: Cashier's check/money order

Deposit of \$5,000/ Cashier's check/money order required for in-lane bidding only.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Power Of Attorney

I, _____,do hereby appoint **Manheim and its agents,** _____

My true and lawful attorney, to execute on my behalf and in my name any and all documents in connection with the sale and/or transfer of the following described motor vehicle:

Year/Make/Model

Vin#

Signature_____

Date_____

Notary _____

PRINT

CLEAR



STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES TAX CERTIFICATE OF EXEMPTION
GEORGIA PURCHASER

ST-5 (Rev. 07/11/22)

To:

SUPPLIER

DATE

SUPPLIER'S ADDRESS

CITY

STATE

ZIP CODE

THE UNDERSIGNED HEREBY CERTIFIES that all purchases* made after this date will qualify for the tax-free or tax-exempt treatment indicated below. (Check the Applicable Box) (*The terms "purchase" and "sale" include leases and rentals.)

- ☐ 1. Purchases of tangible personal property or services for **RESALE ONLY**. O.C.G.A. § 48-8-30. A sales and use tax number is required unless the purchaser is one of the following: church, qualifying tax exempt child caring institution, tax exempt parent-teacher organization or association, private school (grades K-12), nonprofit entity raising funds for a public library, member councils of the Boys Scouts of America or Girl Scouts of the U.S.A. **TAX-FREE TREATMENT DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY THE PURCHASER, INCLUDING ITEMS THE PURCHASER WILL DONATE.** O.C.G.A. §§ 48-8-3(15), (39), (41), (56), (59), (71).
- ☐ 2. Purchases of tangible personal property or services made by the United States government, the state of Georgia, any county or municipality of this state, fire districts which have elected governing bodies and are supported in whole or in part by ad valorem taxes, or any bona fide department of such governments when paid for directly to the seller by warrant on appropriated government funds. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1)(A).
- ☐ 3. Purchases of tangible personal property or services made by any authority created by local law enacted by the General Assembly or local constitutional amendment, which authority provides public water or sewer service. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1)(B).
- ☐ 4. Purchases of tangible personal property or services made by the University System of Georgia and its educational units, the American Red Cross, a Community Service Board located in this state, Georgia Department of Community Affairs Regional Commissions, or specific qualified authorities provided with a sales tax exemption under Georgia law. A sales and use tax number is not required for this exemption. O.C.G.A. §§ 37-2-6.1(d), 48-8-3(8), 50-8-44.
- ☐ 5. The sale, use, consumption, or storage of materials, containers, labels, sacks, or bags used for packaging tangible personal property for shipment or sale. Materials purchased at a retail establishment for consumer use are not exempt. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(94).
- ☐ 6. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state when sold by the manufacturer or assembler for use exclusively outside this state and when possession is taken from the manufacturer or assembler by the purchaser within this state for the sole purpose of removing the property from this state under its own power when the equipment does not lend itself more reasonably to removal by other means. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(32).
- ☐ 7. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components of each, that will be used principally to cross the borders of this state in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States Government. Replacement parts installed by carriers in such aircraft, watercraft, railroad locomotives and rolling stock, and motor vehicles that become an integral part of the craft, equipment, or vehicle are also exempt. The exemption does not extend to private carriers. O.C.G.A. § 48-8-3(33)(A).
- ☐ 8. Purchases of tangible personal property or services made by the Federal Reserve Bank, a federally chartered credit union, or a credit union organized under the laws of this state. A sales and use tax number is not required for this exemption. 12 U.S.C. §§ 531, 1768 § 1768; O.C.G.A. § 48-6-97.

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, this certificate is true and correct and made in good faith, pursuant to the sales and use tax laws of the State of Georgia. Further, I understand that any tangible personal property obtained under this certificate is subject to sales and use tax if the purchaser uses or consumes the property in any manner other than indicated above.

Purchaser's Name: _____ Sales Tax Number: _____
(IF REQUIRED)

Purchaser's Type of Business: _____

Purchaser's Address: _____

Printed Name _____ Title: _____

Signature _____

Telephone Number: _____ Email: _____

Supplier must secure and maintain one properly completed certificate of exemption from each purchaser making purchases without the payment of tax.



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COMMERCIAL VEHICLES AND EQUIPMENT SALE TERMS AND CONDITIONS

I. GENERAL AUCTION TERMS

A. These Commercial Vehicle and Equipment Sale Terms and Conditions (the “Agreement”) govern your ability to bring certain vehicles and equipment that have been primarily utilized for commercial purposes (each a “Commercial Use Unit” and collectively “Commercial Use Units”) to an auction facilitated by Manheim Remarketing, Inc., and/or any of its affiliates (“Manheim”) for sale (as a “Seller”) and your ability to purchase Commercial Use Units, from a Seller (as a “Buyer”) such Commercial Use units. Solely for the purpose of facilitating the sale of Commercial Use Units, Manheim may, in its sole discretion, permit parties that are not registered with Auction ACCESS (a qualifier to buy and sell within the traditional Manheim environment) to buy and sell Commercial Use Units in a Manheim sale pursuant to the terms herein, with such parties being designated “Buyer” and “Seller” exclusively for the purposes of consigning Commercial Use Units.

B. Seller and Buyer each acknowledge and agree that they are bound by the Manheim Marketplace Terms and Conditions, which may be found at <https://site.manheim.com/en/marketplace-policies/us-policies.html> (the “Manheim Terms”). Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Manheim Terms. In the event of a conflict between the Manheim Terms and this Agreement, the terms and conditions of this Agreement shall control solely for Commercial Use units and only to the extent such units have been designated Commercial Use. Any additional terms and conditions presented by this Agreement shall be applicable to the sale of Commercial Use Units.

C. This is **NOT** an absolute auction. All Commercial Use Units have reserves unless otherwise announced

D. All Commercial Use Units are sold **“AS-IS, Where Is and WITH ALL FAULTS” without warranty or guarantee, either expressed or implied. Any representations related to a Commercial Use Unit are made solely by the Seller and not by Manheim or any affiliate of Manheim. Any comments or disclosures written on Commercial Use Units or announced are solely representations made by the Seller and not Manheim or its affiliates.**

E. Prior to placing any bids, Buyers are solely responsible for verifying and assessing relevant information, physical condition, authenticity, and/or value of any Commercial Use Units you plan to purchase. Buyer to verify ALL information to their satisfaction before bidding.

F. There are no assurances or guarantees for any element beyond what is announced at the time of sale. For the avoidance of doubt these elements include but are not limited to:

- i. Odometer or Mileage – Although odometer readings may be indicated in the sale listing, except as otherwise required by applicable law, mileage or hours are not guaranteed.

- ii. Condition Report AutoGrade – Commercial Use units will not generate a valid or representative Auto Grade and will typically be presented with images only.
- iii. Mechanical Fitness – unless otherwise noted, there is no guarantee of mechanical fitness including any type of fluid or oil leak.
- iv. Vehicle badging or trim levels
- v. Structural Damage/Structural Repairs/Structural Alterations – Due to the nature and history of Commercial Use Units, there are no representations regarding the structural integrity or condition of the Commercial Use Units.
- vi. Prior Paintwork or Cosmetic Enhancements
- vii. Electronic Vehicle History Reports (CarFax, AutoCheck, etc.)

G. MANHEIM IS NOT A PARTY TO THE CONTRACT OF SALE WHICH IS BETWEEN THE SELLER AND THE BUYER ONLY.

H. No Lot or Outside Sales are accepted before or after a Commercial Use Unit crosses the block, unless cleared by Manheim management at the applicable Manheim facility.

I. Persons under the age of 18 are not allowed on the lot or sales arena within a Manheim facility.

J. Manheim reserves the right to refuse service to anyone.

K. Manheim reserves the right to void any transaction.

L. The Seller and Buyer acknowledge and agree that they are bound by the Manheim Arbitration Policies, which can be found at <https://site.manheim.com/en/marketplace-policies/us-policies.html>, and specifically the policy related to Commercial Use Units, or as may be provided to you by Manheim. All disputes arising in connection with the purchase or sale of a Commercial Use Unit through Manheim will be resolved in accordance with these Manheim Arbitration Policies, and that Manheim's decision as arbitrator will be final and binding upon you with respect to any such transaction.

II. REQUIREMENTS APPLICABLE TO SELLERS AND BUYERS

A. All Customers must be registered before buying and/or selling qualified Commercial Use units. Registration shall be achieved either through Auction ACCESS, if applicable, or through an alternative registration process implemented by Manheim in its sole discretion.

B. Seller and Buyer agree that any amounts owing to Manheim may be deducted from any proceeds or other property due to Seller or Buyer, as applicable, from Manheim and that Manheim may stop payment or refuse to authorize payment on any check or draft to Seller or Buyer, as applicable, and hold any consigned Commercial Use Units pursuant to this right of setoff. Seller and Buyer further acknowledge and agree that Manheim may hold any of Seller or Buyer's property, as applicable, in Manheim's possession for a reasonable period of time pending any odometer fraud, VIN or serial number switch, or similar investigation, whether such investigation is initiated by Manheim in its sole and absolute discretion or by any governmental authority.

III. BUYER REQUIREMENTS

A. Manheim may require a Buyer to provide a \$5,000 refundable deposit (the "Deposit") upon registration. Deposit will be deducted from total purchases at time of checkout.

B. In-lane Bidders Badges must be visible at all times.

C. Buyer MUST pay for all purchased Vehicles on day of auction; payment is made by Cashier's Check, Money Order, ACH, or wire transfer, unless cleared by Manheim management. Method of

payment is subject to Manheim's approval. Failure to pay on day of sale will result in a late payment fee of 3% of the Purchase Price being added to the amount owed in addition to any other fees owed by Buyer in connection with the purchase of such unit. Failure of the Buyer to pay within five (5) days of the Sale date (Sale date being Day 1) will result in the forfeiture of the Deposit, if applicable, and Manheim may, in its sole and absolute discretion cancel the sale or pursue other collection methods and Buyer shall be responsible for all such collection costs and expenses.

D. Buyers should not sell or spend money on any Commercial Use unit until they receive the title. If the Buyer does spend money or sell the Vehicle without the title in their possession Buyer does so at its peril and acknowledges and agrees that Buyer alone is responsible for any such expenses incurred, and Manheim will not be responsible for any expenses incurred if Buyer later arbitrates the Vehicle for failing to receive valid title from the Seller.

E. Buyer shall be assessed a \$25.00 per day storage fee for any Commercial Use Unit left at Manheim's facilities beginning on the 15th day after the sale date (the sale date being Day 1) up to the date the unit is removed from Manheim.

IV. SPECIFIC REQUIREMENTS FOR ONLINE SALES THROUGH NON-MANHEIM SALES CHANNELS

A. In conjunction with the sale of Commercial Use Units, Manheim may utilize certain third-party platforms and partners to facilitate the sale of the Commercial Use Units. Manheim may require Buyers and Sellers to register with the applicable third-party platform and any fees associated with such registration must be covered by Buyer and Sellers at registration.

B. Manheim may assess two percent (2%) Internet Purchase Fee to the Purchase Price and in addition to any other fees that may be applicable to the sale under these Terms and Conditions.

V. SELLER REQUIREMENTS

A. After a Commercial Use Unit is consigned, it must be offered for sale on the block before it can be removed from the applicable Manheim facility.

B. Seller represents and warrants that: (i) Seller is the true and lawful owner of the Commercial Use Unit being sold, or that Seller is duly appointed and authorized to sell the Commercial Use unit on behalf of the true and lawful owner (in which case, Seller agrees to fully disclose the identity of the true and lawful owner and the fact of the representative relationship); (ii) the Commercial Use unit is free from all liens and encumbrances; (iii) Seller has good right and full power and authority to sell and transfer ownership of the Commercial Use unit to the Buyer; and (iv) Seller will warrant and defend the Commercial Use Unit against any claims and demands. For the avoidance of doubt, Seller agrees that, unless fully disclosed before sale, if any Commercial Use Unit or its Proof of Ownership, as defined in Section VI, consigned by Seller to, and sold by, Manheim to a Buyer in good faith is subject to any prior claim of any nature against such Commercial Use Unit or its Proof of Ownership, or is repossessed, impounded, or otherwise suffers any defect that would allow a third-party to make a colorable claim against such Commercial Use unit or its Proof of Ownership and would frustrate Buyer's right to possess, re-sell, and own the Commercial Use Unit with quiet enjoyment, regardless of Seller's fault or knowledge of same at the time of the sale, Manheim may, in its sole discretion, unwind the sale, and Seller will return any sale proceeds upon demand by Manheim in addition to paying any reasonable documented expenses associated with unwind of the sale, notwithstanding Manheim's inability to return such Commercial Use Unit or its Proof of Ownership to the Seller.

C. Seller is responsible to ensure the year, make, model, and Commercial Use Unit specifications are accurate.

D. Seller is solely responsible for making the proper and mandatory announcements for the Commercial Use Units, which includes all of the following:

1. Emission control devices, such as DPFs, that are tampered with or removed.
 2. Logo or decal misrepresentation.
 3. Bio-Hazard units.
 4. Unit with a previous flood, salvage, rebuilt title history.
 5. Units being sold without titles, Bill of Sale Only, units with a CO or MSO.
 6. Unit deemed total loss and claim paid by any insurance company or licensed adjuster.
 7. Units under 16,001#. GVW with an inoperable odometer, or an odometer reading which reflects mileage in excess of its mechanical limits or an odometer reading which does not represent the actual mileage. (Units over 16,000#. GVW are sold miles exempt).
 8. Units with a reassigned VIN – Vehicle Identification Number.
 9. Units originally manufactured for the Canadian market or Grey Market.
 10. Unit that is a Glider Kit.
 11. Pending State or local DVM fees and any state required damage disclosures
- E. Failure to make the appropriate announcement will subject the unit to arbitration. Arbitration must occur within seven (7) calendar days from the original Sale Date.
- F. Seller is responsible for all costs and expenses if Seller misrepresents a Commercial Use Unit, and it is subsequently returned to Manheim by a Buyer.
- G. Seller is responsible for all costs and expenses if Seller fails to provide marketable Proof of Ownership, as defined below, in accordance with the requirements of Section VI.
- H. Seller shall be assessed a \$25.00 per day storage fee for any unit left at Manheim beginning on the 15th day after the unit was first delivered to Manheim up to the date the unit is sold. Seller shall be responsible for paying any outstanding storage fees, if any, before removing any Commercial Use Unit from Manheim

VI. TITLE/OWNERSHIP REQUIREMENTS:

- A. Seller's Title Guarantee: Seller warrants, represents and guarantees that Seller has and will convey a title/document, Certificate of Origin, Bill of Sale, or such other proof of ownership on the serial number of the Commercial Use Unit sold that is satisfactory to Manheim (collectively, "*Proof of Ownership*"), properly executed, valid in the state where the transaction is occurring and clear of all liens and encumbrances (except current year DMV fees in California), and that Seller will warrant and defend such Proof of Ownership against any claims or demands by any party related to or arising out of such Proof of Ownership.
- B. Seller has up to 21 calendar days of the unit selling (Sale date being Day 1) for Proof of Ownership to be received by Auction.
- C. Proof of Ownership received after 22 calendar days is subject to a \$45 late title fee.
- D. All expenses of Manheim to obtain Proof of Ownership will be charged to the Seller.
- E. If Manheim has not received Proof of Ownership by day 22 after Sale date Buyer may provide Manheim with notice of Buyer's intent to return such Commercial Use Unit one (1) business day prior to returning such Commercial Use Unit. Buyer must return the unit in like or better condition than when purchased. If valid negotiable Proof of Ownership is presented prior to the return of the unit then the transaction will stand. Manheim shall not be liable for any expenses incurred by Buyer with regard to such returned unit.

F. Seller will be responsible for transportation charges on a Commercial Use Unit that is returned due to late or unavailable Proof of Ownership.

VII. Sale Specific Terms

A. The Condition report is a visual representation of the physical current condition of a Commercial Use unit as well as an overall description of the Commercial Use unit. It is not a complete mechanical, electrical or structural inspection and is not to be treated as such.

B. Selling description: "AS-IS, Where Is" without warranty or guarantee, either expressed or implied.

C. Sales are not final until the Buyer has paid Manheim for the Commercial Use Unit.

D. ALL WARRANTIES RELATED TO COMMERCIAL USE UNITS ARE THOSE OF THE SELLER ONLY. MANHEIM MAKES NO WARRANTIES, IMPLIED OR EXPRESSED IN REGARDS TO ANY COMMERCIAL USE UNIT. **MANHEIM CANNOT AND DOES NOT MAKE, AND THEREFORE DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, RELATING TO THE ACCURACY, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY PRODUCTS OR SERVICES PROVIDED TO YOU BY MANHEIM, AND CANNOT GUARANTEE THAT ANY SERVICES PROVIDED TO YOU WILL BE ERROR FREE, OR CONTINUOUSLY AVAILABLE, OR THAT SUCH SERVICES WILL BE FREE OF DEFECTS, VIRUSES, OR OTHER HARMFUL COMPONENTS.**

E. Sales Tax will be added to the Purchase Price and collected by Manheim if the Buyer is unable to provide a Tax Exemption certificate.

F. Manheim only accepts money orders, cashier's check or wire transfers as payment. Manheim DOES NOT accept credit cards.

All Commercial Use Units and associated property are at owner's risk. Manheim is not liable for any stolen items. As between Seller and Buyer, responsibility for, and risk of, any claim, loss, or damage ("Loss") caused to or by a Commercial Use unit resides with the Seller prior to, and with the Buyer from and after, the fall of the hammer and/or auction's declaration that the Buyer has successfully won the bid on the Commercial Use Unit.

G. Manheim is not a bailee of your property, including but not limited to the Commercial Use Unit, consigned or otherwise. If you leave your Commercial Use Unit or other property unattended on our premises or otherwise in our care, regardless of the reason or the actual physical location of such unit or property, you are solely responsible for any and all damage, theft, or loss relating to or caused by such property, regardless of Manheim's knowledge or involvement.

H. For the avoidance of doubt, Manheim has no responsibility or liability for damage to any Commercial Use Unit or any other associated property on a Manheim facility or for any delay or failure by Manheim or any of its affiliates to perform any services or other obligations hereunder as a result of any act of God, fire, flood or other weather-related event, earthquake, governmental or regulatory act, epidemic, pandemic, riot, insurrection, sabotage, war, terrorism, supply shortage, power outage or Internet failure, labor strike or work stoppage, or any other cause beyond Manheim's reasonable control (collectively "*Force Majeure Events*").

I. Upon written notice, including, but not limited to e-mail, Manheim may require Buyer or Seller, as applicable, to immediately remove any Commercial Use Unit or any other property from Manheim's premises. If Buyer or Seller fails to remove the Commercial Use Units within thirty (30) days of such notice, Manheim may, at your sole cost and expense, (a) proceed to transfer or sell any such Commercial Use Unit to satisfy any obligations to us or (b) treat it as abandoned property and dispose of it where permissible by applicable law.

I, _____, acknowledge that I have read and understand the preceding **Commercial Vehicles & Equipment Sales Terms and Conditions**. Signature: _____