



BIDDER TERMS & CONDITIONS (FORM: BTC101)

As purchaser, you agree that if your bid is the final bid when the hammer drops and the vehicle being sold is no-reserve or has met its reserve, you are the buyer and are responsible for paying for the vehicle including any buyer fees applicable herein. In this case as purchaser, you are bound to sign the subsequent purchase agreement.

Purchaser agrees that it is their responsibility to inspect all vehicles that purchaser bids on and wins. Purchaser understands that all vehicles sold through the auction are sold AS/IS, WHERE/IS with no implied warranties or any other warranty of any kind. Representations by auction are relied upon by seller's description and auction has not verified the description. No warranty is given with any lot sold and no sale is invalid or voidable by reason of any fault in any lot or by reason of any lot being incorrectly described, in the catalogue or otherwise, and no compensation may be paid for any such fault or error of description.

Purchaser understands that they shall remove vehicle by specified time that auction requires.

All bids are final. If there are any disputed bids, the auctioneer shall make the final decision and the vehicle may be resold.

Purchaser shall not be given the right to bid unless they have secured the proper process for payment through the registration process. Forms of payment are cash (Includes a \$1000.00 cash deposit that will be returned in full if registered bidder herein does not make any purchase), cashier's check, company or personal checks accompanied by an approved bank letter of guarantee to Duncan's Auctions with bank officer's signature stating that funds on check will be paid in full. Checks are also accepted without a bank letter of credit, but vehicle and title shall not be released until check has cleared and funds are in Duncan's Auctions account. Credit cards are also accepted. If using a credit card, bidder's card will be verified and a maximum bid amount will be determined. (A \$1000.00 authorization hold shall be placed on Credit card). As purchaser, you agree that you have chosen a means of payment offered to you by the auction and hereby agree to pay the auction if you are the highest bidder on a vehicle. Purchaser agrees that auction shall not release vehicle and/or title to that vehicle until certified funds are secured in auctions account, whether by credit card, check, cashier's check or bank wire.

If vehicle does not sell through the auction process, auction shall have the right to sell the vehicle after the auction with the price approval of the seller.

Purchaser agrees that buyer's premium is 8%, with a minimum of \$350.00, 11% on memorabilia with no minimum and an additional 3% added to phone and internet bidders. A 1.5% premium shall be added to credit card purchases. Purchaser agrees to make full payment of any purchased vehicles within 2 hours of the end of the auction.

Purchaser understands that they will be charged sales tax under the local venue for memorabilia, unless the proper tax exemption forms are on file with Duncan's Auctions. Furthermore, purchaser understands that purchaser will be responsible for taxes on the automobile that they purchase whether being a resident of Utah or any other state.



Dealers shall have all their dealers license documentation on file with Duncan's Auctions, otherwise all sales will be treated as if the vehicle(s) are being sold to an individual.

If purchaser is the high bidder when the hammer falls and does not complete payment and take the vehicle or goods away within the time stated in the auction detail form, seller shall have the right to resale the vehicle or goods by auction or private sale therein making the purchaser liable for the deficiency arising upon resale, together with the expenses of the sale. All checks shall be made payable to Duncan's Auctions, LLC.

As a bidder and purchaser, if you make a purchase you agree that all sales are final and any credit card payments shall not be reversed for any reason on any purchase, whether As/Is, Where/Is or other. Any credit card purchases reversed by buyer will be considered in default of this agreement and purchaser agrees to pay all charges reversed back to auction, including fees incurred by auction.

All bidders must be registered with proper identification on file with Duncan's Auctions.

Purchaser agrees that Utah Law shall govern all transactions and legal proceedings that may arise from this agreement.

I have fully read and understand these terms and conditions and agree to all content herein. I have received and read a copy of the auction detail form.

Signature
(Binding individually and as agent of dealer)

____/____/_____
Date

Printed Name

Dealer Name (If applicable)

Dealer Number

Dealer State

Duncan's Auctions
6401 Eldorado Pkwy. #208
McKinney, TX. 75070
713-382-9697
Rick Joe Duncan (TX License #18007)

www.duncansauctions.com