Terms And Conditions

- 1. All bidders must be registered and approved online prior to bidding. Bidding on any vehicle is confirmation of acceptance of all these Terms and Conditions.
- 2. The sale information is not guaranteed correct. Bidders rely solely on their own observations, inspections, and evaluations in determining whether to buy a vehicle. The buyer is responsible for all registration fees and to obtain a smog certification. License plate tags are not guaranteed to be correct.
- 3. Payment for vehicles must be in cash. All sales are final. No refunds and no returns.
- 4. Vehicles must be paid and removed by 3 PM on the next business day after the sale. Any late payment will be charged at \$25 per day for up to 5 days.
- 5. Failure to remove the vehicle from the property after payment will result in storage fees of \$25 per day. Vehicles left after 5 days will result in a lien imposed upon the vehicle.
- 6. RoadOne is not responsible for loss or damage to vehicles that are not immediately paid for and removed from the property.
- 7. RoadOne hereby disclaims and excludes any and all warranties of title, including without limitation that the title is good and its transfer is rightful, and that the vehicle is delivered free from any security interest or other lien or encumbrance. RoadOne also disclaims and excludes any and all warranties that the vehicle is delivered free from any rightful claim of any third party by way of infringement or the like. All vehicles are sold "AS IS WITH ALL FAULTS". Roadone hereby disclaims and excludes any and all implied warranties, including without limitation the implied warranties of merchantability and fitness for a particular purpose.
- 8. All vehicles will be assessed a buyer fee. The fee schedule is as follows: Purchase price \$0-\$299 fee is \$50, Purchase price \$300-\$1,250 fee is \$125, Purchase price \$1,251 and over is 10%.
- 9. Vehicles will be assessed a document fee as follows: Purchase price \$0-\$199 fee is \$25, Purchase price \$200-up fee is \$50.
- 10. RoadOne may have a lien and/or bid on items in the auction. By continuing I understand and agree to all of the terms and conditions stated above.
- 11. Notwithstanding the above Terms and Conditions in any exception; the sole and exclusive remedy for breach of contract of warranty or any other reason, shall be return of the vehicle and repayment of the purchase price. Under no circumstance shall RoadOne be liable for consequential or incidental damage; including but not limited to repairs, improvements, loss of use, and DMV/Registration fees.

Vehicle Notes: Items with TMU indicate the true mileage is unknown.

New buyers may be limited to one winning bid until purchase is paid.

We do not accept PO Boxes for address.

California law requires that the buyer obtain a certificate of compliance or noncompliance and register the vehicle with the department, and that failure to comply will result in a lien against any vehicle owned by the buyer pursuant to Section 10876 of the Revenue and Taxation Code, enforceable pursuant to Section 10877 of the Revenue and Taxation Code and Article 6 (commencing with Section 9800) of Chapter 6 of Division 3. Receipt of the notice required by this subparagraph shall be evidenced by the signature of the buyer.

These are law enforcement impounds, accidents, and stored vehicles (we are a tow company) and we have no way to determine how the vehicle drives. If we do get a vehicle started, we do not guarantee it will start again. They have been sitting in storage for months and all we are able to do is try to start it. Any defects noted are not intended to be exhaustive and are limited to observations at the moment. If you buy it and it does not start, there will not be a refund. Bid accordingly. If you have any questions regarding this notice please email in advance of bidding. <u>RoadOneAuctions@r1w.com</u>

NAME: EMAIL: INITIALS: DATE SIGNED: IP ADDRESS: