

BIDDER/BUYER AGREEMENT

1. All articles are sold "AS IS, WHERE IS" and with no warranties or guarantees of any type either expressed or implied made by Smith Auctions, LLC (Hereafter called Smith's). Any warranties made by the Seller/Owner must be in writing on an instrument separate from the Purchase Invoice and Bill of Sale and signed by the Buyer and Seller. In no event shall Smith's, the auctioneers, or any employee, agent or associate of Smith's be responsible or liable for any such warranties, guarantees or the genuineness or description of any article offered for sale.
2. All statements printed in Smith's catalogs, ads, brochures, signs, and vehicle cards, as well as verbal statements made by the auctioneer or staff or announcements made on the date of sale, have come from the Seller/Owner, and that Smith's has not independently verified same. Smith's assumes no responsibility or liability for representations made by any Seller/Owner and shall have no obligation to verify or authenticate such statements or claims. Any announcements made sale day supersede printed information in the catalogs, ads, brochures signs and vehicle cards. **Bidder/Buyer Acknowledges by signing the reverse side of this card that he/she will not hold Smith's responsible for any representations or statements made by anyone before, during, or after the sale about the vehicles being sold.**
3. Payment of funds due Bidder/buyer from any other transaction may, at Smith's discretion, be withheld from Bidder/buyer and applied to other purchase(s) made by Bidder/Buyer. All payments must be made with good funds which are defined as cash, cashier's check, traveler's checks, or approved credit card (subject to 2% handling fee) Or by personal or company check backed by an irrevocable bank letter of guarantee stating the amount to be honored by the bank. Drafts are not acceptable. Execution of this Bidder Agreement shall constitute written permission for Smith's to obtain a credit report on Bidder/Buyer. No article can be removed from the premises before making settlement. Title for any titled article purchased may be withheld until Bidder/Buyer/Buyer's funds clear the Smith's bank account. All cash payments of \$10,000 or more will be reported to the Federal Government subject to applicable (8300) law.
4. Unless agreed otherwise in writing the Bidder/Buyer and Smith's, all articles shall be removed from the sale area by Bidder/Buyer at the Bidder/Buyer's expense immediately following the sale. If not removed within 24 hours of date of sale of item, Smith's may Remove the article with all costs of moving and storage to be paid by the Bidder/Buyer. Bidder/Buyer agrees that Smith's has no liability for loss or damage to items left with Smith's at any place of auction and that Bidder/Buyer shall maintain insurance to cover any items purchased at the sale.
5. If any of the terms of sale contained herein, or in any instrument collateral hereto, are not complied with by the Bidder/Buyer, in addition to other remedies available by law to Smith's and/or the Seller/Owner (including the right to hold the purchaser liable for the bid price). Smith's and/or the Seller/Owner, at its option, may do either of the following:(1) Cancel the sale and retain as liquidated damages all payments made by Bidder/Buyer or (2) resell the article on 5 days written notice to the Bidder/Buyer at a private or public sale for the account of and at the risk of the Bidder/Buyer, and in any such event the Bidder/Buyer shall be liable for any deficiency plus all cost for such reselling, including moving and storage and the entry fees and commissions for both the first and second sale and all reasonable attorney fees and court cost incurred.
6. All terms of sale posted on the auction premises, printed in sale brochures, forms, signs, publicly announced, or otherwise published are incorporated herein by reference.
7. If any check given in payment is dishonored for any reason, including but not limited to, insufficient funds, stop payment or the like, Bidder/Buyer agrees, whether such check is signed by Bidder/Buyer as maker or endorser, that if such check is placed in the hands of an attorney for collection, to pay all reasonable attorney's fees incurred, together with all court cost and associated expenses in the event suit is instituted.
8. Unless the sale of an article is advertised or announced to be otherwise, each lot is offered subject to the reserve price of the Seller/Owner. When an article is sold with reserve, the auctioneer may bid on the Seller/Owner's behalf in an amount not to exceed the reserve price.
9. **Bidder/Buyer hereby irrevocably agrees and assents to the jurisdiction of the courts of Stoddard County and the State of Missouri in any claim or complaint or lawsuit against Smith's or any of its employees or independent contractors.** If Bidder/Buyer sues Smith's and does not prevail, Bidder/Buyer will reimburse Smith's for all reasonable legal fees and expenses connected with such suit. **Bidder/Buyer hereby agrees that the laws of the State of Missouri will govern and control in any lawsuit or court actions that Bidder/Buyer or anyone else may institute against Smith's.**
10. Bidder/Buyer shall pay all city and state sales, use and other taxes assessed, due to resulting from the Bidder/Buyer's Failure to qualify to exempt from such taxes. Bidder/Buyer also agrees to pay the Buyer's Premium and other applicable fees.
11. Bidder/Buyer agrees that its purchase of a vehicle shall be based relying entirely upon Bidder/Buyer's own examination thereof. Bidder/Buyer acknowledges that **All Sales Are final and AS IS WHERE IS without warranty of vehicle history condition, title, options, specifications, fitness for a particular purpose and or merchantability unless otherwise agreed to in writing on a separate document and signed by a Smith's agent.** Bidder/Buyer accepts full responsibility and sole liability for the vehicle purchased as of the fall of the hammer and agrees to reimburse Smith's and/or Seller/Owner for any expenses resulting from moving, storing, and otherwise handling such vehicle and assumes full responsibility and sole liability with respect to such vehicle prior to release thereof to Bidder/Buyer and removal of Bidder/Buyer from the auction premises.