

BIDDER CONTRACT

1. Only cash or a Cashier's or Certified Check payable to EXPRESS AUCTION SERVICES, INC. will be accepted. Personal or Company checks must be accompanied by a letter from your bank that guarantees payment. At least a 25% deposit is required upon award of bid. Balance and full payment due on day of sale. 10% buyer premium added to total purchase price.

2. WHILE DESCRIPTIONS ARE BELIEVED TO BE CORRECT, THE AUCTIONEERS OR THE OWNERS MAKE NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, as to the genuineness, authenticity of, or defect in any lot and will not be held responsible for advertising discrepancies or inaccuracies. Everything sold "AS IS" and "WHERE IS" except as expressly made in writing. No warranties are made as to the merchantability of any items or their fitness for any purpose.

3. It is the buyer's responsibility to secure all safety equipment to meet all applicable government safety standards in using or removing items purchased.

4. Sales Tax will be added to the purchase of all taxable items. Dealers who purchase for resale must file their resale permit numbers.

5. Purchaser does hereby indemnify and hold harmless auctioneer and seller from any and all damages, claims or liabilities from injuries to persons or property of any type whatsoever caused during the sale or by the removal of items purchased.

6. In the event the purchaser fails to pay the whole of the purchase within the time set forth by the auctioneers and/or fails to comply with any of the conditions or terms of sale, seller may retain and/or recover the deposit specified as liquidated damages, and in addition thereto, items that are not paid for can be resold at public or private sale without further notice. Any deficiency resulting from such resale shall be paid to the auctioneers by the defaulting purchaser, together with all charges, fees and expenses incurred by such resale and enforcement of the obligation hereunder.

7. At knockdown (When it is sold to a high bidder) the equipment or vehicle becomes the sole responsibility of the purchaser. There will be no adjustments for lost or missing items.

8. Items must be removed from the premises within the removal time announced at the sale. No item can, on any account, be removed before termination of the sale. Removal shall be at the expense, risk and liability of the purchaser. Auctioneers shall not be responsible for items not removed within the time allowed. If equipment is not removed within specified removal time, purchaser shall be liable for any moving and storage costs incurred, and if not so removed, the items shall be deemed abandoned.

9. At the time of complete settlement, you will receive a paid sales receipt. You or your trucker must present this receipt for release of the equipment and vehicles from the sale site.

10. If any dispute arises between two or more bidders, the auctioneer, in his sole direction, may or may not put the lot up again at once, and resell to the highest bidder.

11. The auctioneer reserves the right to group one or more lots into one or more selling lots, or to add to, or delete lots at his sole discretion. The auctioneer reserves the right to reject any bid which is only a fractional advance over the preceding bid. Where the owner is indebted to or has a monetary guarantee from the auctioneer and in certain other instances the auctioneer or the owner may bid for one or more lots through a representative or agent to protect their interests.

12. Proxy bids may be submitted to the auctioneer prior to the sale if accompanied by a cashier's check for 25% of the bid. All proxy bids will be held in confidence.

13. The auctioneer, when acting as agent only, is not responsible for acts of its principals.

• THANK YOU FOR YOUR ATTENDANCE AND PATRONAGE...WE HOPE THAT YOU WILL ENJOY DOING BUSINESS WITH EXPRESS AUCTION SERVICES, INC.

DATE _____

NAME _____