

## Manheim Indianapolis Heavy Truck Sale Terms and Conditions

1. Customers must be registered before buying and selling units.
2. Purchasing customers must provide a \$5,000 refundable deposit upon registration. Deposit will be deducted from total purchases at time of check out.
3. In-lane Bidders Badges must be visible at all times.
4. After a unit is consigned, it must be offered for sale on the block before it can be removed from the premises.
5. No Lot or Outside Sales are accepted before or after a unit crosses the block, unless cleared by auction management.
6. Persons under the age of 18 are not allowed on the lot or sales arena.
7. Condition report, in its current state, is a visual representation of the physical condition of a vehicle as well as an overall description of the vehicle. It is not a complete mechanical, electrical or structural inspection and is not to be treated as such.
8. Selling description: **"AS-IS, Where Is" without warranty or guarantee, either expressed or implied**
9. The following must be announced as such at the time of sale:
  - A. Emission control devices, such as DPFs, that are tampered with or removed
  - B. Logo or decal misrepresentation
  - C. Bio-Hazard units
  - D. Unit with a previous flood, salvage, rebuilt title history
  - E. Government units, Taxis, and Police Cars
  - F. Units being sold without titles, Bill of Sale Only, units with a CO or MSO
  - G. Unit deemed total loss and claim paid by any insurance company or licensed adjuster.
  - H. 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)
  - I. Units with a reassigned VIN – Vehicle Identification Number.
  - J. Units originally manufactured for the Canadian market or Grey Market.
  - K. Unit that is a Glider Kit
  - L. Pending State or local DVM fees and any state required damage disclosures
10. Failure to make the appropriate announcement will subject the unit to arbitration. Arbitration must occur within 2-calendar days within verified receipt of the unit from seller and/or auction not to exceed 14 calendar days from the original sale date.
11. Seller is responsible for all cost and charges if seller misrepresents a unit which is subsequently rejected by a buyer.
12. Seller is responsible to ensure the year; make, model, and unit specifications are accurate.

13. Buyer MUST pay on day of auction; payment is made by cash, check, or wire transfer, unless cleared by auction management. Method of payment is subject to Auction's approval. Failure to pay on day of sale will result in a \$100.00 late fee per unit.
14. Unit storage fee is \$25 per day after the 15th day.
15. Seller's Title Guarantee: The Seller warrants, represents and guarantees that he has and will convey a certificate of title/documentation, 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 he will warrant and defend the title/documentation against the claims and demands of all persons whatsoever.
16. Chain of ownership: When selling a heavy equipment unit, seller is responsible for providing documentation on the serial number of the unit or other chain of ownership; such as a bill of sale, certificate of origin (CO), or title/documentation where state law requires.
17. Buyers are cautioned not to sell or spend money on any unit until the title is received. The Auction/Seller will not be responsible for any expenses incurred on units returned for late title.
  - a. Seller has up to 21 calendar days for the title to be received by Auction. (Sale day is Day 1)
  - b. Titles received after 22 calendar days are subject to a \$45 late title fee. All expenses to obtain the title will be charged to the Seller
  - c. If the Buyer fails to receive a title within this time, the unit may be returned providing that a 1 business day notice has been given to Manheim Heavy Truck & Equipment Auctions. Buyer must return the unit in like or better condition than when purchased. If a valid negotiable title is presented within the 1 business day notice period, the transaction will stand.
  - d. Seller will be responsible for transportation charges on a unit returned because of late title.
18. **All units are at owner's risk. The Auction is not liable for any stolen items.**
19. Auction fees are chargeable to seller and buyer.
20. **ALL WARRANTIES ARE THOSE OF THE SELLER ONLY. THE AUCTION MAKES NO WARRANTIES, IMPLIED OR EXPRESSED.**
21. **THE AUCTION IS NOT A PARTY TO THE CONTRACT OF SALE WHICH IS BETWEEN THE SELLER AND THE BUYER ONLY.**
22. The Auction reserves the right to refuse service to anyone.