



# TRUCK & EQUIPMENT

## *Auction*

### SPECIAL TERMS OF SALE

Indiana Auto Auction Wednesday Heavy Truck Auction  
Sale Terms and Conditions

1. Units sold on equipment facts or proxibid in excess of \$19,999 the sellers check will be available once funded.
2. Customers must be registered before buying and selling units.
3. Purchasing customers attending the auction in person must provide a \$2000 refundable deposit via money order or cashier's check.
4. In – lane Bidder Badge MUST be always visible.
5. After a unit is cosigned, it must be offered for sale on the block before it can be removed from the premises.
6. No Lot or Outside Sales are accepted before or after a unit crosses the block, unless cleared by auction management.
7. Persons under the age of 18 are NOT allowed on the lot or in the sales arena.
8. Selling description: "AS-IS, NO ARBITRATION" without warranty or guarantee, either expressed or implied.
9. The following must be announced as such at the time of sale:
  - a. Bio – Hazard units
  - b. Unit with a previous flood, salvage, rebuilt title history, or Gray Market.
  - c. Units being sold without titles, Bill of Sale Only, units with a CO or MSO
  - d. Unit deemed total loss and claim paid by any insurance company or licensed adjuster.
  - e. 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)
  - f. Units with a reassigned VIN – Vehicle Identification Number.
  - g. Units originally manufactured for the Canadian market.
  - h. Unit that is a Glider Kit
  - i. Pending State or local DMV fees and any state required damage disclosures
  - j. Emissions Altered or Deleted
10. Seller is responsible for all cost and charges if seller misrepresents a unit.
11. Seller is responsible to ensure the year; make, model, and unit specifications are accurate.
12. Purchasing customers attending the auction in person MUST pay on day of auction; payment is made by money order, cashier's 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/per week and forfeit of the deposit. Purchasing customers attending online MUST pay by 2:00 pm EST on Friday of the week of the auction. Failure to pay will result in a \$100.00 late payment fee per unit/per week.
13. Unit storage fee is \$25 per day after the 15th day.
14. 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.

15. Buyers are cautioned not to sell or spend money on any unit until the title is received. The Auction 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. Buyer must notify Indiana Auto Auction before returning equipment for no title and there will be a 5-calendar day grace period to return the purchased equipment and seller will be notified for no title and the vehicle is being returned. If buyer doesn't return in 5 calendar days and title is presented, then the transaction stands.
  - c. Titles received after 22 calendar days are subject to a \$50 late title fee. All expenses to obtain the title will be charged to the Seller.
  - d. If the Buyer fails to receive a title within this time, the unit may be returned. Buyer must return the unit in like or better condition than when purchased. If a valid negotiable title is presented before arrival of the vehicle the transaction will stand.
  - e. Seller will be responsible for all transportation charges to and from plus fuel at Fort Wayne market rate, including all Auction fees on a unit returned because of late title.
16. Auction fees are chargeable to seller and buyer.
17. All units are at owner's risk. The Auction is not liable for any damaged or stolen items.
18. ALL WARRANTIES ARE THOSE OF THE SELLER ONLY. THE AUCTION MAKES NO WARRANTIES, IMPLIED OR EXPRESSED.
19. THE AUCTION IS NOT A PARTY TO THE CONTRACT OF SALE WHICH IS BETWEEN THE SELLER AND THE BUYER ONLY.
20. AUCTION MANAGEMENT RESERVES THE RIGHT TO VOID ANY TRANSACTION.
21. The Auction reserves the right to refuse service to anyone.

Indiana Auto Auction is providing internet pre-auction and live bidding as a service to Bidder. Bidder acknowledges and understands that this service may or may not function correctly the day of the auction. Under no circumstances shall Bidder have any kind of claim against Indiana Auto Auction or anyone else if the internet service fails to work correctly before or during the live auction. Indiana Auto Auction will not be responsible for any missed bids from any source. Internet bidders who desire to make certain their bid is acknowledged should use the proxy-bidding feature and leave their maximum bid 24 hours before the auction begins. Indiana Auto Auction reserves the right to withdraw or re-catalog items in this auction.

**Indiana Auto Auction is NOT an absolute auction.** All units have reserves unless otherwise announced. If you bid on an item, you are held to your bid and liable for the outcome until the following day at 12 pm EST. It is the buyer's responsibility to call and follow up with their bid.

Purchasing customers attending the auction in person must provide a \$2000 refundable deposit via money order or cashier's check and pay in full on day of auction.

#### PAYMENT INSTRUCTIONS

We only accept certified checks, money orders, and wire transfers. We DO NOT accept credit cards for payment.

Sales Tax will apply to each transaction made without a DOT, Federal Tax ID

Payment or payment arrangements are due by the end of auction sale day. Method of payment subject to Auction's approval. Failure to pay on day of sale for individuals attending the sale in person will result in a \$100.00 late payment fee per unit/per week and forfeit of the deposit. For individuals attending the sale online failure to pay by 2:00 pm EST on Friday on the week of the auction will result in a \$100.00 late payment fee per unit/per week.