

## **CORD & KRUSE LLC: SELLER'S TERMS, PROVISIONS & CONDITIONS OF SALE**

1. Cord & Kruse LLC, LP (hereinafter called C&K), pays auctioneers, provides advertising, and provides the auction sale facility, clerks, cashiers, and necessary sale help. Seller/Owner gives C&K the exclusive right to auction or otherwise market and sell Vehicle until twenty days after sale date and agrees to pay C&K the regular commission for any sale occurring within twenty days of the auction. Seller/Owner acknowledges and accepts that C&K cannot accurately predict sale time and/or sale prices and any predictions by C&K with respect to the foregoing shall be considered estimates only and shall not be binding upon C&K. Furthermore, C&K makes no representations or warranties as to the ability of any buyer to perform and the parties expressly agree that C&K shall not be liable to Seller/Owner in the event of a default by any buyer.
2. Seller/Owner warrants that Seller/Owner is the sole and only owner of Vehicle(s), has the right to sell Vehicle and has clear title or consent of the lien holder, if any, to sell. Seller/Owner has provided C&K with all lien holder information, including name and amount, in advance of sale. Seller/Owner agrees to provide Buyer with good, clear, accurate in all respects, and merchantable title and agrees to correct any title defects and/or pay the costs associated with providing Buyer with good, clear and merchantable title as required by the state where Buyer seeks to register Vehicle.
3. Seller/Owner acknowledges that the information it has provided regarding its Vehicle's history, authenticity and originality ("Vehicle Information") will be used by C&K to market and advertise the Vehicle for sale, that said Vehicle Information is true and accurate and that C&K is relying on Seller/Owner's representations in the Vehicle Information and C&K has not independently verified same. Seller hereby agrees and consents to the publication of photographs of the Vehicle and Vehicle Information in any promotional materials for any current or future auction conducted or produced by C&K and further agrees that any Vehicle photographs supplied shall remain the property of C&K.
4. Seller/Owner agrees and consents to the sale of Vehicle subject to the terms, conditions and commissions as stated herein and/or contained in this CONSIGNMENT INFORMATION AND SELLING AGREEMENT, PURCHASE INVOICE AND BILL OF SALE and TERMS AND CONDITIONS OF SALE. Seller/Owner authorizes C&K to release Vehicle to the Buyer on the basis of the method of payment noted in this instrument and agrees to rely only upon the Buyer for payment, thereby releasing C&K from any and all legal obligation for collection, attorney fees, or any costs and/or expenses connected with Vehicle's sale. If, as a convenience either to Buyer or Seller/Owner, C&K should issue payment to the Seller/Owner on behalf of the Buyer, the payment can be withheld, withdrawn, cancelled or revoked at any time at C&K's discretion until proper, good funds are received by C&K from the Buyer, and Vehicle can be withheld from Buyer pending receipt by C&K of such funds.
5. Payment for Vehicle is to be immediate and made directly by the Buyer to C&K with either party paying the C&K sales commission and with C&K paying the Seller/Owner within thirty (30) days of the date the Vehicle or item was auctioned off.
6. C&K, may at its discretion, acting as agent for the Seller/Owner, cancel or rescind the sale of the vehicle if C&K determines or has reason to believe that the offer for sale has or may subject C&K, the Seller/Owner or both to any liability including but not limited to liabilities due to representations made by the Seller/Owner or due to insufficient title or authority. In the event of such cancellation, C&K, as agent, shall have the right to refund or credit to the purchaser the full purchase price. In the event that the Seller/Owner has received all or part of the proceeds, the Consignor agrees to repay such amounts. The Consignor also agrees to accept return of the vehicle as full and complete settlement of this Agreement.
7. Seller/Owner agrees that C&K shall have no liability for loss, theft or damage of any type to the Vehicle, its contents, or components at any time and that C&K is not a bailee of such Vehicle. Seller/Owner further agrees to save C&K, its agents, and its employees harmless from any claims for personal injury and property loss or damage arising out of this transaction. Seller/Owner represents that the Vehicle is currently insured and that Seller/Owner shall maintain its own insurance. C&K provides no such insurance and is not an insurer of any vehicle or other article offered for sale. Seller/Owner hereby grants permission for C&K, its employees or agents to drive or move the Vehicle before, during or after the sale. Seller/Owner represents and warrants that the Vehicle is in a condition safe and operable condition to be driven by C&K employees or its agents.
8. The party executing this Consignment Agreement warrants that it has the authority to bind the Seller/Owner to the terms of this Consignment Information and Selling Agreement.
9. Seller/Owner represents that all of Seller/Owner's statements and claims with respect to Vehicle are true and correct to the best of Seller/Owner's knowledge and belief and Seller/Owner has not withheld from disclosure any known or unknown material problems, flaws or discrepancies with regard to Vehicle. Seller shall provide C&K written notice describing any title "branding" issues, such "branding" issues shall include but are not limited to salvage, previously salvaged, or rebuilt. The Seller/Owner shall provide an accurate odometer statement as required by law and shall be solely responsible for any inaccuracies with respect therein. Seller/Owner agrees that Seller/Owner or any agent or employee or independent contractor hired by Seller/Owner has not tampered with the odometer on any vehicle consigned. Seller/Owner indemnifies and holds C&K harmless for any damages arising from any incorrect, or misleading statements or any known or unknown material problems, flaws or discrepancies with regard to the Vehicle.
10. In addition to the Entry Fee described on the reverse side of this Consignment Information and Selling Agreement, Seller/Owner agrees to pay C&K compensation for its efforts in the sale of the Vehicle as specified on "Consignment" and "Selling Agreement". Seller/Owner shall be obligated to pay C&K the Commission if: (a.) C&K procures a buyer that is ready, willing and able to purchase the Vehicle under a "No Reserve" sale or for the agreed upon "reserve price" or mutually agreed upon other minimum price under a "Reserve" sale; or (b.) Seller/Owner withdraws the Vehicle from the current sale or intentionally causes the Vehicle to be unmarketable before the current sale; or (c.) Seller/Owner transfers or enters into any agreement for the sale of the Vehicle by any means, including but not limited to exchange, trade, gift or option, to any person during the twenty days following the sale, whether or not dealt with by C&K; except that this provision shall not apply if the Vehicle is sold at another public auction by a licensed dealer; or (d.) C&K enters into an agreement to sell the Vehicle to a buyer on terms and conditions that are agreeable to the Seller/Owner. The sale price for the calculation of the Commission shall be the greater of the reserve price or the actual consideration for the transfer of ownership as described above.
11. If the Vehicle is to be sold with reserve, the auctioneer may bid on the Seller/Owner's behalf in an amount not to exceed the reserve price. The reserve price may not be increased at any time. If Seller/Owner offers to lower the reserve price and C&K shall sell Vehicle at the lowered price, the original, normal reserve commission rate/formula will still apply. If Seller/Owner and C&K agree that the Vehicle is to be sold at a "net price" to the Seller/Owner, the commission rate/formula shall not apply and C&K shall be paid the amount, if any, in excess of the agreed upon "net price" to be paid to the Seller/Owner.
12. C&K does not allow Seller/Owner "buy-backs" on "No Reserve" auctions and, in the event this occurs, the Seller/Owner shall be obligated to pay C&K a ten percent (10%) commission on the final bid price for the Vehicle which shall be payable in cash or certified funds to C&K by Seller/Owner before the Vehicle is released to Seller/Owner.
13. If Seller/Owner or Buyer shall sue C&K but does not prevail, Seller/Owner or Buyer shall reimburse C&K for all its reasonable legal fees and expenses connected with such suit. Both Seller/Owner and Buyer agree to the venue and jurisdiction of the courts of Bexar County, State of Texas, United States of America for any and all court cases arising out of these documents and the items they cover. Seller/Owner and Buyer agree that the laws of the State of Texas shall apply to any disputes arising from this Consignment Information and Selling Agreement.
14. This instrument together with the Bidder's Registration Card, Clerk Ticket and Purchase Invoice & Bill of Sale comprise the entire agreement of the parties and shall be binding on them and their respective heirs, personal representatives and assigns. This instrument shall not be modified except in writing, signed by an officer of C&K in the auction office or at the auction block. The above instruments constitute an agreement between the Buyer, Seller/Owner and C&K and shall be interpreted in accordance with the laws of the State of Texas.
15. In the proper context, the term "Vehicle" is used herein as defined to mean any article, item, object, personality, thing or things sold pursuant to this Consignment Information and Selling Agreement and instruments collateral hereto.
16. If the items do not sell for any reason whatsoever, no matter whose fault, Seller/Owner shall immediately retrieve said items from the place of sale unless agreed otherwise in writing by Seller/Owner and C&K.
17. Make checks payable to Cord & Kruse LLC.

**By signing the consignment form or agreeing to consignment digitally, I agree to and accept the terms, provisions and conditions of this sale.**