



THE WORLD'S GREATEST COLLECTOR CAR AUCTIONS®

FOR ONLINE AUCTIONS ONLY BIDDER AGREEMENT 2020

Corporate Headquarters 15555 N. 79th Place, Suite A, Scottsdale, AZ 85260
p 480.421.6694 | www.Barrett-Jackson.com

PERSONAL INFORMATION *Please print or type*

New Bidder Previous Bidder Consignor

EMAIL ADDRESS _____

FIRST NAME _____ MI _____ LAST NAME _____

DATE OF BIRTH _____ DRIVER'S LICENSE # _____ STATE ISSUED _____

HOME OR MAILING ADDRESS _____ CITY _____ COUNTY _____ STATE _____ ZIP CODE _____

HOME PHONE # _____ HOME FAX # _____ CELL PHONE # _____

Would you like the vehicle(s) titled to (Must check one): Personal Company Dealer

DEALER INFORMATION *Please print or type*

DEALER OR COMPANY NAME _____ YOUR TITLE/POSITION _____

DEALER OR COMPANY ADDRESS _____ CITY _____ COUNTY _____ STATE _____ ZIP CODE _____

PHONE # _____ FAX # _____ CELL PHONE # _____

DEALER LICENSE NUMBER _____ STATE _____ EXPIRATION DATE _____

STATE RESALE/TAX ID/GST/HST NUMBER _____ STATE _____ EXPIRATION DATE _____

METHOD OF PAYMENT INFORMATION

DESIRED BID LIMIT: \$ _____ Indicate below which method of payment you plan to use for vehicle purchases.

\$5,000 CREDIT CARD PREAUTHORIZATION

BANK LETTER OF GUARANTY
Letters must be written on bank letterhead using the 'Bank Letter of Guaranty' format
The minimum required for a bank letter of guaranty is \$30,000 USD

WOODSIDE CREDIT
Call 800.717.5180 to apply or confirm limit
The minimum required for a Woodside Credit is \$30,000 USD.

WIRE TRANSFER LETTER OF GUARANTY
Letters must be written on bank letterhead using the 'Wire Transfer of Guaranty' format
The minimum required for wire transfer letter of guaranty is \$30,000 USD

BIDDER AGREEMENT SIGNATURE

I authorize the investigation of my financial and credit worthiness. **I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF SALE AS STATED ON THE FOLLOWING PAGES OF THIS FORM, WHICH ARE PART OF THIS AGREEMENT.** I understand and agree to the Buyer's Premium, Terms and Conditions of Sale, all applicable taxes and fees, and Buyer's responsibility at the acceptance of bid upon the close of the auction. See section 3 on the following pages for important information on sales tax.

SIGNATURE (Required): _____ **DATE:** _____

Office Bidder #: Entered by: Date: Lot#: Value:

TERMS AND CONDITIONS OF SALE FOR ONLINE ONLY AUCTION

This Bidder Agreement ("Agreement") is made between Barrett-Jackson Auction Co. LLC ("BJAC") and the person or entity listed on page 1 ("Buyer") with regard to the online only auction scheduled to take place on May 8, 2020 and ending approximately on May 17, 2020. If Buyer wishes to inspect or evaluate any Lot prior to bidding or participating in the online auction, please contact the bidder department at 480.421.6694 or bidders@barrett-jackson.com

1. LIMITATIONS AND DISCLAIMERS

(A) Each Lot is consigned to BJAC by a seller with a Consignment Agreement ("Seller"). Each Lot is sold "AS-IS-WHERE-IS", with all faults and defects and all errors of description. Buyer understands that: (i) any and all information concerning any Lot is provided exclusively by Seller; (ii) BJAC does not make any representations or express any opinions of its own concerning any Lot; and (iii) BJAC does not undertake any duty to examine any component of any Lot, research the title documents or the provenance of the Lot or verify any information provided by Seller for the benefit of Buyer or anyone else. Buyer acknowledges that BJAC's only duty toward Buyer is to transfer the Lot to Buyer "AS-IS-WHERE IS", upon full performance by Buyer under this Agreement. Except with regard to such duty, Buyer hereby waives and releases BJAC from and against any claim, demand, liability, or expense of any kind arising out of or related to the Lot, expressly including without limitation any assertions of negligence (including negligent misrepresentation), breach of contract or breach of warranty. Buyer agrees not to join BJAC as a defendant in any action or proceeding arising directly or indirectly out of the condition of the Lot or any alleged representations concerning the Lot, and further agrees to look solely to Seller with respect to such matters. If Buyer fails to comply with this provision, Buyer agrees to reimburse BJAC for all costs, expenses and fees, including attorney fees, in defense of such claims.

(B) BJAC expressly disclaims all warranties, express or implied, concerning the Lot, including warranties of merchantability or fitness for any particular purpose. Buyer represents that the amount bid for any Lot is based solely on Buyer's own independent inspection and evaluation of that Lot. As a material inducement to this agreement: (i) Buyer has undertaken to make his own examination of any Lot before bidding; and (ii) assumes all risk of any nonconformities in any Lot. Buyer further acknowledges that he has not relied upon any assumptions regarding BJAC's knowledge concerning the Lot or the Seller, or upon any oral or written representations by BJAC, including without limitation any representations as to condition, year or age, serial or identification number, make, model, mileage, equipment, genuineness or authenticity, originality, previous use or ownership, manufacturing or restoration processes of any Lot or any component of any Lot. Finally, Buyer acknowledges that his invocation of the mediation provision set forth in Section 6(B) below does not create any warranties, express or implied, and that BJAC shall have no liability to Buyer or Seller as a result of its facilitation of any mediation.

(C) All Statements contained in any catalogs or advertisements of any type pertaining to the sale or Lot, including without limitation any statements concerning condition, genuineness or authenticity, origin or provenance, previous use or ownership, manufacturing or restoration processes, year or age, serial number, make, model or mileage of any Lot or of any component of any Lot, are provided by the Seller, not BJAC, and are either expressions of opinion or are for ease of identification only, and they are not to be relied upon by Buyer as representations of fact. Buyer assumes all risks associated with any nonconformity of any Lot or any component of any Lot. As a condition of participation in the auction, Buyer represents that he will conduct any inspections and examination necessary to satisfy himself of all material facts before making any bid. For vehicles with a Reserve, the auctioneer or online platform reserves the right to place bids for the consignor up to the reserve amount.

(D) Neither BJAC nor any agent, employee or representative of BJAC has given or authorized any other person to give any oral or written affirmation, representation, warranty or guarantee concerning any Lot. BJAC assumes no liability for any affirmations, representations, warranties or guarantees made by Seller to Buyer.

(E) Buyer acknowledges that BJAC must comply with U.S.-mandated economic and trade policies and that such compliance may include reviewing individual customer and/or transactional data for compliance.

2. ONLINE PLATFORM

(A) The online auction will be conducted by BJAC in Scottsdale, Arizona with motor vehicle dealer license No. L00003177.

(B) Buyer acknowledges and agrees that Proxibid, Inc. will be acting as BJAC's service provider and Proxibid will operate the online bidding platform and related online bidding services and technology and Buyer agrees to abide by Proxibid's policies and procedures. Buyer agrees that BJAC shall not be liable or responsible to Buyer for any negligence, omissions, or other acts or errors on the part of Proxibid relating to the online auction platform, the auctioning of the Vehicle or otherwise. Buyer agrees that they are using the online platform at their own risk and BJAC expressly disclaims all warranties, express or implied, concerning the online platform or online auction, including without limitation warranties of merchantability or fitness for any particular purpose.

(C) In conjunction with Proxibid's policies, if a bid is placed during the final two minutes of a lot, the auction time for such lot will be extended by an additional two minutes. There is no rescission, revocation, or canceling of bids.

3. COMMISSIONS AND FEES; TAXES

(A) A BUYER'S PREMIUM OF 10% OF FINAL BID PRICE IS PAYABLE FOR ALL VEHICLE LOTS (17% for Automobilia Lots). Buyer understands and agrees that he must pay the sum equal to 10% for any vehicle Lot or 17% for any Automobilia Lot purchased at this auction, that this fee will be automatically included in the final settlement figure, and that he may be subject to applicable taxes and license fees as per the below.

(B) Buyer is responsible for paying, and agrees to pay, all applicable taxes (including without limitation sales tax), license fees, or other fees with regard to the Lot or vehicle(s) purchased. BJAC maintains a motor vehicle dealer license in the states of Arizona, Nevada, and Florida and if the Buyer is a resident of these states, BJAC will, as applicable, collect and remit appropriate sales tax and fees on the vehicles purchased. In all other cases, Buyer shall pay applicable taxes and fees, including sales taxes, in conjunction with registration of the vehicle in their state of residence. BJAC, however, reserves the right to collect and remit sales taxes in other states if BJAC deems it appropriate.

(C) Buyer represents and agrees to, prior to bidding on or purchasing a vehicle, satisfy themselves with all applicable taxation requirements or taxable issues relating to the vehicles purchased at auction and further agrees to comply with all applicable tax laws or regulations relating to the purchase of the vehicle at auction. Buyer agrees to defend, indemnify and hold harmless BJAC and its agents and representatives from any governmental agencies or third party claims, damages, harm, liability, costs, expenses (including attorneys' fees) relating to or arising out of any regulatory or tax issues or tax liability arising from Buyer's purchase of a vehicle during or in connection with the auction. Buyer acknowledges that the bidder registration fee, if applicable, paid to participate in the auction is not included in or deducted from the total price of any Lot purchased.

(D) Buyer agrees that if he acquires, or if any related entity or person acquires, within 60 days after the auction date, any Lot consigned to the BJAC auction that is not sold through the auction for any reason Buyer will be obligated jointly and severally, with the Seller, for the immediate payment to BJAC of a commission in the amount of 18% (No Reserve Lots) or 20% (Reserve Lots) of the sale price of the Lot.

4. PAYMENT

(A) All bidder fees are non-refundable and non-transferrable.

(B) To participate in the online auction, Buyer must complete a pre-authorized deposit of \$5,000 that will be placed on the Buyer's credit card at time of registration and not removed until the conclusion of the auction of all lots. If Buyer is the high bidder on a Lot and thus the purchaser of the Lot, BJAC reserves the right to process at any time all pre-authorized deposits until payment has been received by BJAC in full. If Buyer is not the high bidder on any Lot and thus has not purchased a Lot, any pre-authorized deposits will automatically be returned to the credit card on file. A bid limit shall be established for the online auction with a credit card, unless prior written authorization is provided by BJAC. Buyer agrees to pay for all Lots within 48 hours of the sale in U.S. currency, via wire transfer only. Buyer hereby authorizes BJAC to recover lost commissions or fees due to BJAC should Buyer default and charge this amount to Buyer's credit card on file or to recoup such commissions or fees through any other available means of payment.

(C) Buyer acknowledges and agrees that he is expressly prohibited from submitting a bid for purchase of any Lot if any such single or cumulative bid(s) exceed(s) Buyer's credit limit then on file with BJAC for the auction. If Buyer circumvents this provision and succeeds in entering a winning bid in excess of his credit limit, Buyer hereby warrants and agrees that he shall

BUYER'S INITIALS: _____

remain fully liable to BJAC and to Seller for the complete purchase price, plus applicable fees and commissions, and that funds shall be remitted to BJAC on the day of sale.

(D) Should Buyer default upon the purchase for any reason, Buyer agrees to pay BJAC the full sum of both the Buyer's premium and Seller's commission. This sum is due and payable without relief. Buyer also agrees to pay any court cost, attorney fees, storage, or other related cost or expense of any kind or nature whatsoever incurred by Seller or BJAC as a result of Buyer's default. This provision is in addition to and in no way supersedes or replaces Buyer's financial responsibility regarding such purchase.

5. PASSING OF TITLE; REMOVAL OF VEHICLES

(A) Upon the closing of a lot, title of the offered Lot passes to the highest Bidder acknowledged by Proxibid, subject to the conditions set forth herein, and at such time Buyer: (i) assumes full risk and responsibility for the Lot and neither BJAC nor its agents shall be responsible for the loss of, or any damage to, any article due to theft, fire, breakage or any cause whatsoever; (ii) will sign all purchase related documents; (iii) will immediately pay the full purchase price plus applicable commission and taxes if applicable; (iv) will ensure the purchased vehicle complies with any emissions testing requirements in the applicable jurisdiction; and (v) warrants and agrees that he will perform the necessary steps to document the transfer of title in accordance with applicable state law within 30 days of receipt of transfer documentation from BJAC.

(B) Following the end of the auction, Buyer must immediately make arrangements to have the vehicle and property picked up from BJAC's location or consignor's location. If any Lot is not picked up within seven days following the end of the auction, Buyer shall pay BJAC \$40 per day in storage fees until the vehicle is removed. BUYER HEREBY WAIVES ALL REQUIREMENTS OF NOTICE, ADVERTISEMENT AND DISPOSITION OF PROCEEDS REQUIRED BY LAW, AND RELEASES BJAC FROM ANY LIABILITY WHATSOEVER IN CONNECTION WITH SUCH DISPOSAL.

(C) Titles, bills of sale, and related documents will normally be delivered to Buyer within 30 days following the sale. For vehicles described as "title in transit", Buyer agrees that significant title delays may occur and that Buyer shall make no claim for damages or otherwise against BJAC as a result of any such delays in title processing, and that, in BJAC's sole discretion, BJAC may unwind or rescind the sale if needed.

(D) Prior to driving any vehicles purchased during auction, Buyer agrees to check or inspect any safety or driving components or mechanisms of such vehicles.

6. REMEDIES; GOVERNING LAW; EXCLUSIVE JURISDICTION; MISCELLANEOUS

(A) BJAC may, in its sole and absolute discretion, unwind the sale of any vehicle or Lot for any reason. In the event Buyer breaches these terms and conditions or fails to consummate the sale for any reason, BJAC may, in addition to and not in lieu of any rights available at law or in equity, and at its sole discretion: (i) compel specific performance and hold Buyer liable for the bid price plus commissions; (ii) resell any Lot by public or private auction for Buyer's account and risk and hold Buyer liable for all damages, including the difference between the bid price and resale price, BJAC's full commission on the bid price, all costs for resale (including commissions), and consequential damages; or (iii) cancel the sale and retain all payments made by Buyer, including any advance deposits, as liquidated damages and not as a penalty.

(B) Unless otherwise prohibited by law, before Buyer may initiate any legal proceeding arising out of or relating to any sale occurring as a result of this Agreement, including, but not limited to issues related to Seller's representations or statements concerning condition, genuineness or authenticity, origin or provenance, previous use or ownership, manufacturing or restoration processes, year or age, serial number, make, model or mileage, or any other representation made regarding any Lot, Buyer shall submit to a mediation with Seller to be facilitated by BJAC or its designee on the terms and conditions set forth by BJAC. BJAC or its designee will facilitate this mediation in good faith in an effort to resolve any such dispute. If the parties are unable to reach an agreed resolution, or if BJAC in its sole discretion determines this effort or the prospect of mediation to be unsuccessful, Seller and Buyer may thereafter resolve their dispute through appropriate legal channels. If Buyer avails himself of this mediation provision, Buyer must request a grievance form from BJAC and submit the completed form in accordance with the instructions contained therein to begin the process. The form must be submitted within 30 calendar days from the date of purchase of the vehicle or Buyer shall be deemed to have

waived and forfeited the opportunity to request mediation assistance from BJAC.

(C) Buyer acknowledges that BJAC may have an interest in commissions resulting from the resolution of a dispute through this mediation process. Buyer hereby waives any potential or actual conflict of interest inherent in such a mediation process and agrees to defend (using counsel reasonably acceptable to BJAC), indemnify and hold BJAC harmless for, from and against any claims, demands, actions, judgments, liabilities, losses or expenses (including attorney fees) arising from or related to BJAC's mediation of any dispute arising out of or relating to this Agreement.

(D) Notwithstanding the foregoing, and in the event the mediation referenced in section 6(B) is not requested in a timely fashion or is unsuccessful, Buyer's sole and exclusive remedy shall be an action for actual damages against Seller. Buyer shall have no right to revoke acceptance of any Lot after the fall of the hammer, and Buyer shall have no right to maintain any action for consequential or special damages.

(E) Buyer's invocation of the mediation provisions of this Agreement shall not create any warranty or any other liability between BJAC and Buyer. As stated in section 1(B) above, BJAC expressly disclaims all warranties, express or implied, concerning the Lot, including the warranties of merchantability or fitness for any particular purpose(s).

(F) In the event of any dispute between Buyer and BJAC arising out of or related to this Agreement or its subject matter, Buyer's claim for damages shall be limited exclusively to actual damages, and shall not include consequential damages, or incidental, loss profit, or other special damages.

(G) This Agreement, and any action arising out of or based on it or its subject matter, shall be governed by Arizona law excluding its conflicts of law rules. Buyer agrees that the state and federal courts located in Maricopa County, Arizona shall have sole and exclusive jurisdiction over any action, dispute, or proceeding relating to or arising out of this Agreement or its subject matter, and Buyer hereby waives any objection to venue laid therein. Buyer further agrees that the state and federal courts located in Maricopa County, Arizona shall have personal jurisdiction over Buyer for the purposes of any action described above. In any litigation or proceeding arising out of or related to this Agreement, Buyer agrees to pay all of BJAC's attorney fees, costs and other expenses incurred in connection with the litigation or proceeding if BJAC is successful in such litigation or proceeding.

(H) Buyer acknowledges that Buyer has had an opportunity to consult with an attorney prior to entering into the Agreement and agrees and acknowledges that BJAC has not provided any legal or tax advice to Buyer.

7. ENTIRE AGREEMENT - This Agreement contain the entire agreement between Buyer and BJAC pertaining to the subject matter described herein. Any terms proposed by Buyer orally or in writing which add to, vary from or conflict with this Agreement shall be void, and the Agreement shall constitute the complete and exclusive statement of the agreement between the parties and may be modified only by written instrument executed by the authorized representatives of both Buyer and BJAC and which expressly modifies the Agreement.

8. ASSIGNMENT - This Agreement, and any and all rights, obligations, claims or causes of action arising from it or its subject matter, may not be assigned to or acquired by any other person or entity without BJAC's prior written authorization.

9. SEVERABILITY - If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law: (i) such provision will be fully severable; (ii) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this agreement; (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement; and (iv) in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and this Agreement shall be deemed reformed accordingly.

10. PRIVACY POLICY NOTICE - Our Privacy Policy is updated or revised from time to time. Please refer to the most current version of our Privacy Policy, which is available at Barrett-Jackson.com, and click on "Privacy Policy" on the bottom of the screen. By entering into this Agreement, you agree to our Privacy Policy. Furthermore, as a consignor/seller or a bidder/buyer at our events, your contact information will be exchanged with the other party to any vehicle sale transaction completed by BJAC.

BUYER'S INITIALS: _____