

FIRST CAPITOL AUCTION, INC.

TERMS AND CONDITIONS OF SALE

REGISTRATION: You *must* register in order to bid. A valid driver's license is required for registration. If you are registering as a dealer you will need a copy of your Dealers License and Sellers Permit. Your bidder number is a contractual document and you are responsible for anything sold to that number. Guard it carefully. No one under the age of 18 years old is allowed on any piece of equipment. No dogs allowed.

INSPECTION and DISCLAIMERS: Principals, auctioneers, and advertising counsel will not be held responsible for advertising inaccuracies and discrepancies. It is the responsibility of the buyer to make their own determination as to the accuracy of the items description, **relative to age, condition, make, model, mileage, and serial number**. All items are sold on an "as is, where is" basis without any warranty, expressed or implied. Buyer agrees that they understand all of the verbal and written terms of the auction and agrees to abide by all of them.

PAYMENT & BUYER'S PREMIUM: All payments must be made by cash, certified funds (cashier's check, or money order), wire transfers, or a company check with a bank letter of guarantee to First Capitol Auction, Inc. Twenty-five percent (25%) deposit required day of sale and balance due the following Monday. We DO NOT accept credit cards or personal checks. If the buyer neglects to leave a 25% deposit and the property is not paid in full by the close of business on Monday, First Capitol Auction, Inc. reserves the right to rescind the sale of any and all items bid upon by the purchaser. Effective January 1, 2011 a **12.5% buyer's premium** is assessed to all items located in the warehouse, all items located along the fence line "F" and all items marked with a "P." **ALL SALES ARE FINAL, NO REFUNDS, OR ADJUSTMENTS.**

PURCHASE OF VEHICLES: First Capitol Auction, Inc. is a California licensed automobile dealer and guarantees legal title. Any vehicle that does not pass smog or California safety requirements cannot be auctioned to the public and can be sold only to licensed auto dealers, dismantlers or documented out of state buyers. All vehicles purchased will be registered with DMV in the name of the person registered to the bidder number. No exceptions....No changes. **DIESEL VEHICLES and**

EQUIPMENT: "When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>." This vehicle/equipment as well as diesel vehicles over 14,400 GVW may or may not be identified by First Capitol Auction Inc. It is the buyer's sole responsibility to determine if diesel engines or equipment with diesel engines can be permitted or registered in the State of California. Any purchaser of non compliant equipment/vehicles must notify all future purchasers of the equipment/vehicles non compliancy. All non compliant PG&E equipment/vehicles will be sold to registered out of state buyers only! All former law enforcement vehicles have been partially painted to comply with Section 27604 of the vehicle code. Any additional painting is the buyer's sole responsibility. Vehicles that pass smog and California safety requirements will be sold to the public and will be subject to all vehicle processing fees.

FEES:

1. A \$55.00 processing fee will be added to the sale of any items involving titles, registration, any DMV documentation or processing.
2. A \$58.25 fee for smog inspection and certificate will be assessed on all vehicles that require smog certification.
3. Applicable sales tax on all items including vehicles will be collected.
4. On titled vehicles, First Capitol Auction, Inc. will collect all appropriate DMV fees and register the vehicle for you. It is possible that the DMV fees due are more or less than is estimated on the contract. Any additional fees due to DMV will be the buyer's responsibility.

REMOVAL: No purchases may be removed until 2:00 p.m. All property must be removed no later than 5:00 p.m. Wednesday. **It is the sole responsibility of the buyer to assume all liability for the safety of removal, cost of removal and security of items purchased once the award of bid is made.** No exemptions. Purchases must be removed from the premises in the time allocated as announced and/or posted by the Auctioneers. First Capitol Auction Inc reserves the right to charge the purchaser for the costs of storage and/or disposal beyond the removal period. **Items not picked up in the time allocated will be considered abandoned. Storage fees in the amount of \$50.00/day per item will be charged for any items left in our yard three (3) business days after the auction.**

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AUCTION.