

TERMS & CONDITIONS

1. ****It is the buyer's responsibility to review and judge vehicle conditions before bidding.****
 2. The auction end date and time may be changed without notice to the bidders; please check back often.
 3. To allow bidders plenty of time to bid, auction times may be extended if there is bidding activity in the last few minutes.
 4. All bidders must be registered and have a bidder number issued by Welchel Auctions
 5. The sales sheet/run list may change at any time. Bidders rely solely on their own observations and inspections in determining whether to buy a vehicle. Inspections are held the day before the auction, see dashboard for times.
 6. Payment for vehicles must be in cash.
 7. ****Vehicles must be paid and removed within 48 hours after the sale.****
 8. Failure to remit payment within 48 hours of the sale will result in forfeiture of your winning bid and you will be permanently banned from future auctions until a \$250 administrative fee is satisfied with Welchel Auctions.
 - Statewide winnings MUST be paid by 12pm on the Thursday after the auction.
 - Marietta Wrecker / New Image Towing winnings MUST be paid by 4:30 pm on the Friday after the auction.
 9. Failure to remove your winnings from the property within 48 hours after the sale will result in standard storage fees of \$25 per day for up to 5 days at which time the vehicle will be impounded at the owner's expense.
 10. The auction is not responsible for loss or damage to vehicles that are not immediately paid for and removed from the property.
 11. Buyer is aware that seller does not guarantee that such emissions and safety repairs are possible or practicable. Buyer is responsible to ascertain, confirm, research, inspect, and/or investigate any vehicle for sale at auction prior to placing a bid. Vehicle may or may not be branded salvage or have other branded remarks recorded on current/previous title records. Welchel Auctions does not inspect/ research title data.
 12. Welchel Auctions disclaims and excludes any and all warranties of previous title, including without limitation that the title is good and its transfer is rightful, and that the vehicle is delivered free from any security interest or other lien or encumbrance. The Auction also disclaims and excludes any and all warranties that the vehicle is delivered free from any rightful claim of any third party by way of infringement or the like. All vehicles are sold "AS IS WITH ALL FAULTS", including but not limited to dash lights and mechanical defects. This is an impound lot, we do not know the full history of the vehicle and generally do not have keys. Welchel Auctions hereby disclaims and excludes any and all implied warranties, including without limitation the implied warranties of merchantability and fitness for a particular purpose.
 13. The sole and exclusive remedy for breach of contract shall be the return of the vehicle and repayment of the purchase price. Under no circumstance shall Welchel Auctions be liable for consequential or incidental damage; including but not limited to repairs, improvements, loss of use, and DMV/Registration fees. Buyers are required to check all paperwork/ VINS PRIOR to the vehicle being removed from the impound lots. Once vehicles are removed from the impound lot, all sales are final.
 14. All vehicles will be assessed a buyer fee of 7.5%.
 15. All vehicles purchased at auction MUST be titled in purchasers name prior to the vehicle being resold to another party. Bill of sale and court paperwork at not transferrable.
- **DERELICT VEHICLES**** Derelict vehicles are sold for scrap or parts. These vehicles are not eligible for a title, are not to be rebuilt or put back on the road.

AUCTION GUIDELINES

Bidder Information

- All bidders must be at least 16 years of age and have a valid driver's license
- Dealers must have a copy of their current Georgia Dealers Secretary of State ID Card (UCAR Information) indicating they are the owner of the dealer. Dealer representatives must have a notarized letter from the owner on company letterhead and a Bidder Account Form (provided by Statewide Wrecker Service, Inc).
- Auction paperwork can only be completed by the winning bidder, in-person.

Payment Terms

- All sales are CASH ONLY
- Payment for any vehicle awarded is due within 48 hours of the auction ending (i.e., if auction is on Wednesday, payment is due by 4:30 pm on Friday).
- Buyer must be present with valid state issued identification at time of payment for Statewide Auctions.
- Once final bid is accepted, the sale is final and there will be NO REFUNDS of any kind.
 - Payments for Statewide Wrecker must be made at the following locations:
 - Norcross & Lilburn – 263 Luxomni Road, Lilburn, GA 30047
 - Gainesville – 2315 Murphy Blvd, Gainesville, GA 30545
 - **Statewide payments are due no later than Thursday at 12pm on auction weeks**
 - Payments for Marietta Wrecker Service must be made at 950 Allgood Road, Marietta, GA 30062
 - **Payments for New Image Towing must be made at 5001 Old Dixie Hwy, Forest Park, GA 30297**

Vehicle Conditions

- All vehicles are offered AS IS, WHERE IS. There is no warranty, express or implied, on any vehicle, including but not limited to warranty or fitness for a particular purpose or merchantability.
- We strongly encourage you to inspect vehicles before bidding as bids are non refundable for any reason. Inspection of vehicles will allowed the day before sale, please check your dashboard for times.
- No written or verbal statements and descriptions by the seller, sellers agent or us shall be binding.
- Vehicles sold by us are not for highway use. The buyer is responsible to tow vehicles purchased at their own expense.
- Buyer is responsible to make needed repairs, including emissions and safety repairs, should buyer attempt to prepare the vehicle for highway use.
- Buyer is aware that seller does not guarantee that such emissions and safety repairs are possible or practicable.
- Buyer is responsible to ascertain, confirm, research, inspect, and/or investigate any vehicle for sale at auction prior to

placing a bid.

- Vehicle may or may not be branded salvage or have other branded remarks recorded on current/previous title records. Welch Auctions is not liable for any title issues a vehicle may have.

Sale Paperwork

- Majority of the vehicles sold will have a Georgia Court Order allowing the sale of the vehicle to the highest bidder. No Titles will be issued from the Seller to the Buyer.

- Buyer is responsible for presenting required documents to the Georgia Department of Motor Vehicles and make proper application for title.

- Georgia Court Order documents may not be valid in other states. It is the buyer's responsibility to verify with their State Department of Motor Vehicles prior to bidding on any vehicle.

NAME:

EMAIL:

INITIALS:

DATE SIGNED:

IP ADDRESS: