

# SPECIAL TERMS & CONDITIONS

## 2024 DAA Northwest Big Sky Collector Car Sale



1. All vehicles or any other purchases are sold "as is" without guarantees by GB Auctions Inc. dba DAA Northwest from now on referred to as Auction Company. In no event shall the Auction Company be responsible for any guarantees.
2. All statements by the Auctioneers and those statements printed in advertisements are believed to be correct. However, bidders are to examine all cars and other items before bidding and do so upon his or her opinion and examination.
3. The Auction Company is not responsible for correctness of year, genuineness of make, model or options, mileage or any other description of the vehicles. These items are the responsibility of the owner/consignor of the vehicle. You are buying a lot number item presented at auction.
4. All vehicles are offered for sale subject to a reserve price set by the seller unless otherwise stated, when allowed by state law auctioneer may bid on the seller's behalf up to the reserve price.
5. Should any dispute in a bid arise, the auctioneer will use his/her judgment and his/her decision is final.
6. All state and local taxes apply unless you can meet and prove out of state residence requirements and/or provide an Automobile Dealer's license and resale tax number.
7. A purchaser's failure to comply with all the conditions of the sale entitles the Auction Company and/or the consignor to use other available remedies or courses of legal action to hold the purchaser liable. This may include the following:
  - A. Cancel the sale and retain as liquid damages all payments made by the purchaser.
  - B. Re-sell the property to a new purchaser at a private or public sale and in any such event the purchaser shall be liable for deficiency plus any incurred attorney fees or court costs.
  - C. I agree to grant the right of immediate repossession without notice to Auction Company or its agents.
8. If not exempt, I agree to pay any state, city, or county fees for the paperwork transfer process.
9. The Auction Company provides title only. Licensing (including any emissions requirements, vehicle inspections, plate, and tabs) is the responsibility of the new buyer.
10. Payment terms are the same as when purchasing a vehicle at a regularly scheduled weekly auction. However, I understand that failure to pay for my purchases on time will entitle the Auction Company and the consignor to hold me liable. This may include any incurred attorney's fees and/or court costs.
11. All titles are to be submitted prior to sale. If the consignor doesn't provide title, the buyer has the right to request a rescinded sale but will not be reimbursed for any expenses incurred except for verified transportation expenses to and from the auction facility, 2215 S Hayford Rd, Spokane WA 99224.
12. SPECIAL NOTE: As a Buyer of a car at this auction, I "explicitly waive my right to any implied warranty as set forth by State Law." As collector vehicles, these automobiles may not be fit for ordinary driving and reasonably safe and free of defects. This includes but is not limited to tires, brakes, steering, motor mounts, seatbelts, front and/or rear drive units. I agree to inspect each vehicle myself and ask the consignor of the vehicle to describe the condition of each vehicle.
13. Statements about vehicles on description sheets are provided by the consignor not the Auction Company. All statements made by the seller are accepted as reliable. The Auction Company shall have no obligation to verify seller's statements or claims. Any dispute regarding these statements including mileage must be made directly between consignor and purchaser without effect on the responsibility for paying for the purchase to DAA Northwest.
14. Jurisdiction/Venue-Governing Law. Guarantor acknowledges the Auction Company is a Washington Corporation with its principal place of business in Spokane County Washington. THE PARTIES EXPRESSLY AGREE THAT THIS CONTRACT SHALL BE CONSTRUED UNDER THE SUBSTANTIVE LAWS OF THE STATE OF WASHINGTON, THAT THE STATE COURTS OF WASHINGTON SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY ACTION BROUGHT TO ENFORCE THE TERMS OF THIS CONTRACT OR OVER ANY ACTION ARISING OUT OF THE UNDERLYING TRANSACTION(S) WITH DAA NORTHWEST MAY BE HAD IN THE SPOKANE COUNTY SUPERIOR COURT SYSTEM OF THE STATE OF WASHINGTON.
15. In the event of a dispute, all transactions with the Auction Company may be combined toward resolving the dispute.
16. The auctioneer may announce special circumstances that apply to the legal status of specific vehicles. These announcements are described below and are part of the contract to purchase that specific car. May Require Bonding - Buyer will be responsible for any bonding or licensing required in their own state. Not Street Legal - Buyer understands vehicle is only suitable for off-road use. Note: The following cars are US legal and no special announcement will be made.
  - A. Vehicle with reassigned VIN tag
  - B. Canadian vehicle
  - C. Grey market vehicles that have a US issued title
17. Vehicles over 20 years old and all customized and modified vehicles are considered to have frame damage. Assume all vehicles are non-matching numbers with non-original engines, unknown or exempt mileage unless specifically described otherwise by consignor.
18. Any vehicle announced as a tribute vehicle was not originally manufactured as the vehicle it currently appears to be.
19. Legal Relationships between consignor and high bidder: In the event that the party to any contract(s) concerning said vehicle believes that the terms of a contract have been breached, then all contract signatures for said vehicle agree, understand and accept that seller and high bidder have entered a contract shall not be affected by such holding, and the remaining terms, conditions, covenants, agreements and provisions hereof shall continue in full force and effect.
20. If any term, condition, covenant, agreement or provision of this contract or the application thereof to any circumstance shall, to any extent, be held by a court of competent jurisdiction or by any authorized governmental authority to be invalid, void or unenforceable, the remainder of the contract shall not be affected by such holding, and the remaining terms, conditions, covenants, agreements and provisions hereof shall continue in full force and effect.