

BEST BUY MOTOR, INC.
AUCTION TERMS AND CONDITIONS REGISTRATION FORM
SUNDAY JAN 29 2006

#200
#67

1. A \$200.00 cash deposits will be required to register and obtain a bid number. In addition, there will be \$5.00 non-refundable fee for obtaining each bid number. If no purchases are to be made, the deposit will be REFUNDED in accordance with the terms and condition hereof. At the time bid is made, additional required cash deposit of \$400.00 must be made for each \$1,000.00 bid amount. FAILURE TO PROVIDE ANY ADDITIONAL REQUIRED CASH DEPOSIT WILL RESULT IN AUTOMATIC TERMINATION OF BIDDING RIGHTS. Buyers who intend to bid more than \$200.00 may place the additional deposits before the auction begins, so as to avoid interruption in the bidding process. You must have a valid Drivers License to purchase a car. If you bid on a car without a valid Drivers License you will lose all deposits.

2. A deposit of at least 40% of your merchandise must be paid on the day of the auction, and the balance must be paid on or before 5:00 p.m. on the day following the auction. WE ACCEPT MONEY ORDERS OR CASHIER CHECKS ONLY. No CASH, merchandise will be released until full and timely payment has been made. Time is of the essence with regard to all deposits. FAILURE TO MAKE A DEPOSIT OR PAYMENT IN FULL AS REQUIRED HEREIN WILL RESULT IN FORFEITURE OF ALL DEPOSITS, INCLUDING ANY ADDITIONAL DEPOSITS, AS WELL AS ANY PURCHASES. State Sales Tax will be collected the only exception is a Dealer.

3. BUYER'S PREMIUM AND AUCTIONS FEES. In order to cover the cost of overhead including auctioneer cost, cleaning, advertising, etc., the following fees will be added to the sales price of any items sold at auction.

*** In order to purchase a vehicle in the state of Texas you must have a valid Drivers License. You are required to have a Drivers License otherwise all deposits will be lost if you bid without a Drivers License.

An auction fee of 24.9% will apply to all cars here in our auction to cover all of our costs which include rent on our building, advertising, wages, electricity, as well as other expenses to run this auction. In addition to the auction fee a \$448.00 fee will be applied to each car purchased in order to cover our costs of the vehicles. In addition, all vehicle buyers will be required to pay tax, title, license, transfer and a transportation fee in order to pay our transportation of the cars to our auction. Dealers or out-of-country buyers are exempt from tax, title, license and transfer fees. Buyer's understand and agree to all those auction fees. X

I have read and understand all the terms and conditions and accept them with all the fees. I also understand that if I do not pay my total balance in full by 5p.m. tomorrow I will forfeit all my deposits including any additional deposits and any damages to the auction. Also, any complaints will be reviewed and no claims whatsoever will be filed or accepted by either party in a court of law regarding any outstanding balances or matters of this contract. I also agree that I will not bid on any items that I can not afford, I also understand that if I do not make any bid my \$200.00 deposit will be refunded to me. By signing this form I agree and accept all the terms and conditions. X

4. Please carefully inspect vehicles before bidding. DO NOT BID ON VEHICLES UNLESS YOU HAVE INSPECTED IT FIRST. ALL MERCHANDISE IS SOLD - "AS IS - WHERE IS, AND WITH ALL FAULTS", INCLUDING MILEAGE, YEAR AND MODEL, AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, AND ALL WARRANTIES, INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY OF MERCHANTABILITY ARE HEREBY EXPRESSLY DISCLAIMED. The buyer accepts all vehicles with all faults, including, without limitation, previous flood damage, previous accident damage and/or broken. All vehicle titles are guaranteed. Vehicles come with BLUE TITLES unless the vehicle is marked with an X on the back window meaning reconditioned blue, salvage

unknown blue title. ALL SALES ARE FINAL. THERE WILL BE NO REFUNDS FOR ANY MERCHANDISE OR CAR PURCHASES. THERE ARE NO EXCEPTIONS.

5. We reserve the right for the auctioneer or the owner to accept or reject any bids. Merchandise will be available for pick up on the day following the sale between 12:00 p.m. and 5:00 p.m. only. Tickets cannot be released anytime during the auction. Please allow 90 minutes after the last car is sold for the tickets to be returned to the cashier before asking to be checked out if no purchase was made.

6. If you are a high bidder and do not pay for your purchase within the time allowed, you will be responsible for contract damages, legal fees, and court cost. Any dispute, misunderstanding or denial of purchased items will be viewed using video recordings or by witness accounts. Each buyer is responsible for his number until it is returned to the cashier. If the auctioneer calls out your number, make sure you are the correct bidder.

Best Buy Motor, Inc. is agent for E. Shalev, auctioneer license #15102. Any disputes regarding the auctioneer should be directed to the Auctioneer License & Regulations, Austin, TX.

All deposits are payable to Giant Mart, Inc. All sales will be confirmed or rejected by 2:00 p.m. following the date of the sale. Best Buy Motor, Inc. and its consignment customers shall not be responsible for any forfeit of deposits given by the buyer to the Auction Company or agent. Once the buyer pays all fees, a Bill of Sale will be issued. IF YOU DO NOT UNDERSTAND THESE RULES AND PROCEDURES, DO NOT BID. IF YOU DO NOT SPEAK ENGLISH FLUENTLY, MAKE SURE TO HAVE A BILINGUAL PERSON EXPLAIN THESE RULES AND PROCEDURES TO YOU. OTHERWISE, DO NOT BID ON MERCHANDISE OR PLACE A DEPOSIT. BY REGISTERING AND SIGNING THIS REGISTRATION FORM, YOU AGREE TO THE TERMS AND CONDITIONS HEREIN AND ACCEPT THE TERMS AND CONDITIONS IN THEIR ENTIRETY. THESE TERMS AND CONDITIONS GOVERN ALL SALES.

SI USTED NO ENTIENDE ESTAS REGLAS Y PROCEDIMIENTOS, NO APUESTE. SI USTED NO HABLA INGLÉS FLUYENTEMENTE ASEGURESE DE TRAER CON USTED A ALGUNA PERSONA BILINGUE PARA QUE LE OTRO MODO NO APUESTE NI DEJE DEPOSITO. REGISTRANDOSE Y FIRMANDO ESTE CONTRATO USTED ESTA DE ACUERDO AL APOSTAR EN MERCANCIA Y EN LOS CARROS DE ACUERDO A LOS TERMINOS Y CONDICIONES AQUI ESCRITAS Y ACEPTA LAS MISMAS EN SU TOTALIDAD. VENTAS.

Please Print:
Name _____
DOB# _____
***TDL# _____
Address _____
City/State/Zip Code _____
Telephone # (Home / Office) _____

Signature _____

How did you hear about us? Please circle one:

Buena Suerte / Greensheet / La Voz / Hola / Solá Autos / Houston Chronicle / La Subasta

PLEASE PICK-UP YOUR DEPOSIT TOMORROW BY 5:00 P.M. - THANK YOU.

I HAVE READ AND AGREE TO ALL OF THESE TERMS AND CONDITIONS AND ACCEPT THEM.

Signature

Date

YO LEI LOS TERMINOS Y CONDICIONES DE LA SUBASTA Y ESTOY DE ACUERDO CON ELLOS.

Signature

Date

GIANT MART, INC.
AUCTION TERMS AND CONDITIONS REGISTRATION FORM
SUNDAY

1. A \$200.00 cash deposits will be required to register and obtain a bid number. In addition, there will be \$5.00 non-refundable fee for obtaining each bid number. If no purchases are to be made, the deposit will be REFUNDED in accordance with the terms and condition hereof. At the time bid is made, additional required cash deposit of \$400.00 must be made for each \$1,000.00 bid amount. Failure to provide any additional required cash deposit will result in automatic termination of bidding rights. Buyers who intend to bid more than \$200.00 may place the additional deposits before the auction begins, so as to avoid interruption in the bidding process. Please allow adequate time for all tickets to reach the cashier before asking for a refund or checking out.

2. A deposit of at least 40% of your merchandise must be paid on the day of the auction, and the balance must be paid on or before 5:00 p.m. on the day following the auction. ~~WE ACCEPT CASH, MONEY ORDERS OR CASHIER CHECKS ONLY.~~ No merchandise will be released until full and timely payment has been made. Time is of the essence with regard to all deposits. FAILURE TO MAKE A DEPOSIT OR PAYMENT IN FULL AS REQUIRED HEREIN WILL RESULT IN FORFEITURE OF ALL DEPOSITS, INCLUDING ANY ADDITIONAL DEPOSITS, AS WELL AS ANY PURCHASES. State Sales Tax will be collected unless the purchaser has a State Sales Tax number and completes the exemption form for our files. Some lots will be quantity or mixed quantity of items, and the sales price will be the high bid amount multiplied by the quantity. For example, if the high bid is \$2.00 on a lot with four car stereos, the total bid amount is \$8.00 (4 items x \$2.00 = \$8.00), and the high bidder will receive 4 stereos and two rings, the total bid amount is also \$8.00 (4 items x \$2.00 + \$8.00), and the bidder will receive 2 stereos and the 2 rings.

3. **BUYER'S PREMIUM AND AUCTIONS FEES:** In order to cover the cost of overhead including auctioneer cost, cleaning, advertising, etc., the following fees will be added to the sales price of any items sold at auction payable to Giant Mart, Inc.

A 24.9% Buyer's Premium plus sale tax will be due and owing to Giant Mart, Inc. Buyer understands & agrees to the Buyer's Premium: X

4. Auction items may be new, used, or refurbished. Please carefully inspect any items before bidding. **DO NOT BID ON MERCHANDISE UNLESS YOU HAVE INSPECTED IT FIRST. ALL MERCHANDISE IS SOLD - "AS IS - WHERE IS, AND WITH ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, AND ALL WARRANTIES, INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY OF MERCHANTABILITY ARE HEREBY EXPRESSLY DISCLAIMED.** The buyer accepts all items with all faults, including broken or non-working merchandise. **ALL SALES ARE FINAL. THERE WILL BE NO REFUNDS FOR ANY MERCHANDISE PURCHASED. THERE ARE NO EXCEPTIONS.**

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Signature _____

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Signature _____