

REGISTRATION

Buyer #

Seller #

WE MUST HAVE A COPY OF YOUR SALES TAX CERTIFICATE AND MOTOR VEHICLE DEALERS LICENSE CERTIFICATE IF YOU ARE NOT PAYING SALES TAX

HAVE YOU EVER BEEN TO A KISSIMMEE AUCTION BEFORE OR DO YOU RECIEVE OUR MAIL? YES NO

COMPANY NAME CONTACT NAME MAILING ADDRESS CITY STATE/COUNTRY ZIP PHONE # FAX# HOME # MOBILE # INTERNATIONAL # DRIVERS LICENSE # FEDERAL ID # (Companies) BANK CITY, STATE BANK CONTACT BANK PHONE

HOW ARE YOU PAYING? Check with Letter of Credit Certified Check Cash Bank Wire
 Finance Co or Credit Line (Need letter) Other

TAX RESALE # MV DEALER # ARE YOU EXPORTING? PASSPORT/VISA # COMPANY # CUSTOMS BROKER CONTACT PHONE WED PAGE ADDRESS E-MAIL ADDRESS

This BIDDER CONTRACT is between the BIDDER, whose name is signed below, and Kissimmee Auction Co., Inc. BIDDER agrees that the terms listed below and in the Auction Catalog set out specific and complete Rules of Auction and agree that it is my responsibility to obtain and read these rules prior to bidding on any items, and I will be legally bound by these rules if I should bid on or purchase an item at this auction. These rules shall govern this auction and future auctions, and that he/she agrees with them. Additional terms may be posted or announced from the auction block, which are just as binding.

1. BUYER'S RESPONSIBILITY: I agree it is my responsibility to inspect each item before bidding, and acknowledge that these items are used and Kissimmee Auction Co., Inc. has made no guarantees or warranties, either expressed or implied, as to the condition of the items. I understand that the Auction Catalog is only a guide and Kissimmee Auction Co., Inc. has made no guarantee as to the accuracy of the descriptions in the catalog. After a BIDDER has won the bid with his/her high bid, they have become the new owners of the item, even though they may not have paid for the item yet. The item(s) becomes the full and sole responsibility of the buyer at this point, and buyer assumes all risk of loss and damage. Buyers should guard their items accordingly. ALL ITEMS ARE SOLD AS IS, WHERE IS, WITHOUT GUARANTEE OF ANY KIND.

2. INJURY AND DAMAGE: BIDDER acknowledges responsibility for any personal injury or property damage caused by bidder, or his agent, and further agrees to hold Kissimmee Auction Co., Inc. harmless from any personal injury to himself or his agents and any property damage incurred on auction premises. All children under 18 are the sole responsibility of the adult accompanying them. I release Kissimmee Auction Co., Inc. and the Seller from any and all liability connected with the removal and transportation of my purchases and any and all future uses for the equipment purchased here today.

3. FULL PAYMENT: I agree to pay for my purchases, and state that I have funds necessary for such payment. Complete payment is due on date of sale with cash, cashiers check or other checks accompanied by a bank letter of credit made payable to Kissimmee Auction Co., Inc. All items must be paid in full before bidder leaves the premises. No items will be removed from the premises until payment is made in full. If I fail to pay for any or all of my purchases, for whatever reason, including an insufficient check or a stopped check, I understand that Kissimmee Auction Co., Inc. can (a) bring a lawsuit against me for no-payment, or (b) Kissimmee Auction Co., Inc. can sell my purchases to another BIDDER in this or a future auction at the highest bid, then bring a lawsuit against me for the difference in my final bid and the new selling price. Any disputes that may arise from this contract or auction will be resolved in Spartanburg County, SC, based on South Carolina law.

4. BIDDERS AGENTS: Bidder agrees that, his agents, employees, assigns, etc., acting on his behalf are also bound to this bidder contract.

Signature Date 5. EXPORT:

All purchases by Buyer will be for export outside the State of South Carolina. By acceptance of bids, Kissimmee Auction Co., Inc. is required to and shall deliver all goods purchased by Buyer to a common carrier for final and certain movement to the address set forth above outside South Carolina and shall receive a copy of the Bill of Lading (and a copy of the shipper's export declaration for shipments to points outside the U.S.) at the time of delivery. Buyer shall pay all costs of the common carrier.