

KESLER SCHAEFER AUTO AUCTION ONLINE SALE POLICIES

Only approved bidders may participate in the KSAA on line sales. A fully signed on-line sale application must be completed and received before a bidder will be allowed access to our on line sale. New customers must also complete a dealer registration before being authorized to transact business at KSAA either in person or on-line.

A. PAYMENT

1. All Internet purchases must be paid for no later than the next business day at noon via cash, wire transfer, or approved check. A \$100 fee may be applied to any purchase that is not paid for in that time.

2. An approved floor plan company is preferred. We currently have arrangements with AFC, KIN, NXT, FPX, VAC, CFS, FBB, FBE, CBK, WST, FST, XLF, REP, and Auto Use.

B. FEES

1. In addition to the normal KSAA buyer fee, there will be a \$50.00 Internet convenience fee charged per unit for buying on line. All units that are sold 'AG' will automatically incur \$100.00 inspection fee for your protection. This inspection includes checking for defects in transmission, rear end, rod noise, and cracked block. All RV's, Boats, motorcycles, and campers will be sold AS IS, and are not arbitratable. All complaints concerning a vehicle's condition, must be made by contacting our office within 48 business hours after the vehicle is delivered.

C. MISCELLANIOUS RULES

1. Floor bidder will have preference in case of a tie.

2. Out of state Issues. When an on-line purchase is shipped out-of-state, and an arbitration issue arises- KSAA reserves the right to assign that vehicle to an NAAA auction of their choice to verify the problem and resell the unit.

3. Condition Reports may be provided as a convenience and in many cases a product of one individual's opinion. Auction will not be responsible for minor errors.

4. Making transportation arrangements is the responsibility of the Buyer.

5. 'IF' Sales are binding to the buyer through the close of the next business day due to varying time zones of institutional customers. In the event the auction cannot reach the buyer, the approved "IF" sale stands until contact can be made. In the event the "IF" sale is declined, and a counter offer is given by the seller, the auction will contact the buyer with said offer. If an auction occurs just before a holiday, all "IF" sales will be binding through the close of the next business day.

6. Password Liability. Dealers are responsible for all passwords issued for their account. All General Auction Policies apply in addition to these on-line policies.

7. If any term or provision of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

I hereby accept all the provisions above, and authorize the representatives listed below to purchase vehicles on-line at KSAA. I will be responsible for any and all purchases made using the passwords assigned to them.

(Dealership Name)

(email)

(Owner)