



CREDIT UNION WEST'S AUCTION RULES

PLEASE READ THE TERMS AND CONDITIONS HEREIN CAREFULLY AS YOU, BY SIGNING THE SIGN UP SHEET AND AS A CONDITION TO PARTICIPATING IN THE AUCTION, AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Repossessions may be viewed on non-holiday business days (Monday thru Friday) between 9 a.m. and 4 p.m. at Credit Union West's ("CUW") repossession lot located at 821 South 30th Avenue, Phoenix, Arizona 85009.

Auctions will be conducted at CUW's repossession lot on the last Tuesday of each month, unless otherwise informed and will begin promptly at 10 a.m.

Numbered paddles will be assigned to potential bidders before each auction. Each potential bidder is required to sign a Credit Union West Auction Sign In Sheet which will be kept on file by CUW acknowledging that each bidder agrees to the terms set forth herein.

Any bids offered by potential buyers before and during the auction are binding offers that may be accepted or rejected at any time. CUW has a secured interest in each vehicle and reserves the right to bid, reject any bids, or refuse to sell a vehicle if it believes, in its sole and absolute discretion, that a vehicle's sale price is insufficient.

All competing bids must be submitted, in a minimum of one hundred dollar (\$100.00) increments. Nothing herein shall prevent any bidder from submitting competing bids in sums larger than \$100.00 increments.

The successful bidder on each vehicle must pay CUW in certified funds, cash or wire transfers by 3 p.m. on the subject auction day at the CUW. If the highest bidder fails to pay the amount bid for the subject Vehicle, CUW, in its sole discretion, may continue the sale and reopen bidding or offer the subject vehicle to another bidder who submitted an offer. If the successful bid is not honored by the successful bidder, he or she may not be permitted to bid on future repossessions or at future auctions.

Upon payment, title of the vehicle will pass and at such time the successful bidder assumes full risk and responsibility for the vehicle and neither CUW nor its agent(s) shall be responsible for any loss or damage to the vehicle from any source. The successful purchaser must remove the vehicle, at his or her own expense, no later than 5:00 pm on the day of the subject sale and purchase.

CUW will have the final say regarding any and all disputes, conflicts, or confusion over bids and sales of the subject vehicles.

By participating in the auction, the bidder understands and acknowledges that ALL SALES ARE FINAL, AS IS, AND WITH NO WARRANTIES as detailed herein.

CUW has not owned any of the vehicles being sold and its employees are not automobile dealers or mechanics; therefore, CUW gives no opinion, guarantee, representation, or warranty regarding the safety, condition, quality or mechanical fitness of each subject vehicle. Each bidder understands and acknowledges that CUW does not examine any vehicle or any component of any vehicle and does not undertake any duty to do so. By participating in the auction, the bidder further understands, agrees, and acknowledges that All vehicles are sold “AS IS, NO WARRANTY AND WITH ANY AND ALL FAULTS AND DEFECTS.” CUW and its employees make no warranty, expressed or implied as to the safety, condition, quality or mechanical fitness of any vehicle. CUW expressly disclaims all warranties, express or implied, concerning each vehicle, including the warranties of merchantability of fitness for any particular purpose(s). Further, bidders understand and agree that all repairs, if any, to any vehicle or which may be required are the sole responsibility of the purchaser. Bidders/purchasers agree and acknowledge that CUW is under no obligation whatsoever to make any repairs to any vehicle.

CUW DOES NOT obtain a CARFAX or any other vehicle history report on any repossession. It is the sole responsibility of the individual bidding and or purchasing a vehicle to research the vehicle’s history if he or she so chooses to do so and deems it important.

Kelley Bluebooks may be posted on the front of the windshield of any or all vehicles to be auctioned and are provided as a courtesy only. A Kelley Bluebook posted on the windshield is not intended to and shall not constitute a representation, express or implied, by CUW of the value or condition of the vehicle. CUW and its employees/agents are not automobile dealers, appraisers, or mechanics and give no guarantee as to the accuracy of the information provided in Kelley Bluebook or the value or the condition of any vehicle.

All bidders represent that the amount bid for any vehicle is based solely upon the bidder’s own independent inspection and evaluation of the subject vehicle.

All bidders will refrain from cell phone usage during auction. Profanity, threats or any other behavior deemed inappropriate by the auctioneer, CUW or its employees will cause removal from the premises.

These rules and terms may be modified, altered and amended at any time without notice.