

## TERMS OF VEHICLE SALE

1. Under the provisions of Civil Code Section 3072, all vehicles appraised under \$4000.00 and their contents will be sold "AS IS" and all sales are final. Quicksilver Towing, Inc. may state the year and model of the vehicles, however it is the responsibility of the buyer to ascertain by his or her own means, the correctness of the vehicle year and model prior to bidding.
2. The buyer must register the vehicle with the Department of Motor Vehicles within 10 days after purchasing it. The buyer assumes full responsibility for compliance with the DMV for transfer of ownership.
3. Quicksilver Towing, Inc. requires payment in full at the time of purchase unless the buyer has a preapproved account. All sales other than those by pre-approved account are to be paid for by cash, cashiers check or money order made payable to Quicksilver Towing, Inc. No checks or credit cards will be accepted. If the buyer fails to complete the purchase, the vehicle will be sold to the next highest bidder, or the bidding will start over at the sole discretion of the person conducting the sale. Vehicles are to be removed from the lot immediately after the auction has been completed with the exception of those sold under Civil Code Section 3071 that are subject to a 10 day redemption period.
4. Vehicles sold under Civil Code Section 3072 are appraised at \$4,000 or less. Should the bid on such a vehicle exceed that amount, per DMV, the vehicle will be taken off the auction and relined through DMV to be sold at a later date under Civil Code Section 3071.
5. Prior to registering the vehicle with the DMV do not drive or park the vehicle on a public street. Some of these vehicles are impounded for excessive parking violations and expired registration. They can be impounded again if the DMV records still show the registration expired or unpaid citations. It is also unlawful to operate any vehicle not bearing license plates with current registration.
6. Buyer is responsible for all DMV fees, penalties, and past due registrations; however, the buyer is not responsible for any outstanding parking violations.
7. Quicksilver Towing, Inc. reserves the right to accept bids in any increment they feel is in the best interest of the sale.
8. All vehicles sold at auction are subject to City of Los Angeles 10% Parking Occupancy Tax, per L.A. City Ordinance #165949.
9. All emission control equipment (smog) related repairs and certifications are the sole responsibility of the buyer. Quicksilver Towing, Inc. does not accept responsibility for the failure of any vehicle sold, or the failure of a vehicle to meet safety standards or emission control equipment regulations as set by any Federal, State, or local agency. It is the express responsibility of the buyer to comply with any safety or emission control equipment requirements prior to using any vehicle purchased.
10. Quicksilver Towing, Inc. does not in any way guarantee the odometer reading to be actual, true, or correct. All vehicles sold today are sold as "TRUE MILEAGE UNKNOWN."

11. Quicksilver Towing, Inc. reserves the right to bid on any vehicle. Any representative or employee of Quicksilver Towing, Inc. bidding on vehicles will be introduced prior to the sale commencing.
12. Quicksilver Towing, Inc. assumes no responsibility for third party claims on any vehicle, or the inability to obtain new registration on any vehicle unless such a problem was caused by negligence on the part of Quicksilver Towing, Inc.
13. Any person who removes parts or property from a vehicle on auction will be subject to arrest and/or expulsion from the sale. Any person who fails to complete the purchase of a vehicle will no longer be able to participate at any lien sale auctions at Quicksilver Towing, Inc., without prior written approval before the sale begins.
14. TERMS OF SALE FOR VEHICLES APPRAISED OVER \$4,000.00 PER CIVIL CODE SECTION 3071.  
Although vehicles must be paid for in full at the time of purchase, there is a 10-day redemption period in which the vehicle must remain at Quicksilver Towing, Inc. During these 10 days, the legal owner, registered owner or properly interested party may redeem the vehicle for the amount of the sale, plus 12% interest per annum which will be refunded back to the buyer. If the legal or registered owner or properly interested party does not redeem the vehicle within 10 days, then the DMV lien sale documents will be completed and delivered to the buyer at 10:00 A.M. on the 10th day following the date of sale.