

BIDDER AGREEMENT

This agreement is entered into this \_\_\_\_\_ by and between Sierra Auction Management, Inc. an Arizona Public Consignment Auction Dealer (PCAD) hereinafter "Sierra", and \_\_\_\_\_ hereinafter "Customer".  
(Date) (Print Name)

TERMS AND CONDITIONS:

In part consideration of the assets purchased, and Sierra's willingness to accept Customer's credit, debit card, Zellepay, bank transfer/deposit or wire as payment, customer agrees to be bound by Sierra's Terms and Conditions of the stated auction, which maybe amended from time to time at Sierra's sole and exclusive option, and this BIDDER AGREEMENT. If any such term and condition of the auction is in conflict with this agreement, this agreement shall take control.

The items purchased on invoice(auction #-Bidder #) \_\_\_\_\_, dated \_\_\_\_\_ are purchased "as is" "where is".

If a vehicle is purchased please be aware, as an Arizona PCAD, Sierra is exempt and does not provide Customer the following:

1. The implied warranty of merchantability disclosure/disclaimer provisions for used motor vehicle sales under A.R.S. Section 28-4412 and 44-1267.
2. The emissions testing requirements under A.R.S. Section 49-542 (D) for a motor vehicle dealer selling or delivering a vehicle within a required emissions testing area. It will be the responsibility of the purchaser to comply with any emissions requirements.

**ALL SALES ARE FINAL. ALL ITEMS ARE SOLD "AS IS-WHERE IS," WITH ALL FAULTS AND WITHOUT WARRANTIES. Catalog, web, and ad descriptions are NOT GUARANTEED.** Sierra is not liable for any errors, omissions, or inaccuracies in the catalog or other written or verbal descriptions **even if caused by Sierra's gross negligence.** Bidders are responsible to thoroughly inspect items before bidding and to satisfy themselves of such matters as to suitability, marketability, completeness, year, make, model, and/or condition. **IF YOU ARE UNSURE AS TO ANY MATTER, SIERRA URGES YOU NOT TO BID. YOU MAY NOT RELY ON SIERRA'S DESCRIPTIONS OR INFORMATION, WRITTEN OR VERBAL.**

To the maximum extent allowable Customer hereby waivers any and all rights to dispute (or initiate a Chargeback) in any manner whatsoever the charge placed on Customers credit OR debit card.

Customer specifically acknowledges that by utilizing a credit, debit card payment method for the purchase of the items specified on the indicated invoice, customer has agreed to an additional fee for use of this service.

**Credit Card Name and Billing Address**

Name on card: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

I agree to the above stated terms and conditions. I freely enter into this agreement and understand that it is legally binding and limits my rights to dispute any Zelle, credit, or debit card charges.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Customer Signature

Sierra use only

Obtained copy of Driver's License

Completed By: \_\_\_\_\_