

Terms and Conditions

Please Note. For documentation purposes, we reserve the right to videotape any and all sales. All persons registered for the sale are responsible to read, understand and comply with the Terms & Conditions as specified herein and agreed to be bound thereby.

Bidding. The sale will be a traditional oral auction. The sale of the property will not be canceled due to failure to inspect, conduct your own research misunderstanding or failure to pay attention.

Registration. To qualify to register, participants of the sale must complete a bidder registration form, have a photo ID. Each bidder is responsible for their bidder number.

Deposit. Purchases of \$5000 or more will require a \$5000 deposit immediately. Purchases under \$5000 will require a \$1000 deposit immediately. Purchases less than \$1000 will require full payment immediately. Each lot is considered a purchase.

The deposit must be in the form of a Bank drawn check with an authorizing signature or Cash, U.S. Funds. Checks must be made payable to "Defense Support Services, LLC or Your Name". Personal or Business Checks, Bank Letters of Credit will not be accepted.

Written Bid. To submit a written bid, a bidder must send a bid and description of lot with a bank check for the full bid price. The highest written bid will be the opening bid at the auction. Written bids must be sent to DS2, 40 A Cotters Lane, East Brunswick, NJ 08816 Attn: Charo Garcia by 5:00 pm January 19, 2012. They must be received one day prior to the sale and checks must be made payable to Defense Support Services, LLC. All unsuccessful bids will be returned within five (5) business days.

Phone Bidding. To submit a phone bid, a bidder must send in a phone bid deposit form and a Bank check for \$5,000. Phone bids must be sent to DS2, 40 A Cotters Lane, East Brunswick, NJ 08816 Attn: Charo Garcia by 4:00 pm January 19, 2012. They must be received one day prior to the sale and checks must be made payable to Defense Support Services, LLC. If you are the successful bidder for a car via the phone, you will have to overnight a Bank check for the balance to be received by Monday January 23, 2012. If this is not accomplished, you will be considered in default (See Default Section). All unsuccessful bid deposits will be returned within five (5) business days.

Payment. Payments day of sale will be taken until 2:00 p.m. Payments after 2:00 p.m. must be approved by sale manager.

Final Payment. Final payments will be taken Monday January 23, 2012 from 11:00 am to 1:00 pm, via "Bank Check ONLY" no cash for final payments. Payable to Defense Support Services, LLC.

Default. Failure to make required payments or removal within time frames specified shall forfeit any right, title and interest buyer may have acquired. The property shall revert and repossess to the "Seller" without further notice to the "Buyer". Any monies paid will be forfeited and the transaction will be null and void as to the "Buyer".

Financing. This is a cash sale. The buyer is responsible to obtain their own financing. The "Seller" offers no financing whatsoever. The "Seller" recommends that potential buyer's research financing prior to the auction.

Failure to obtain financing does not excuse the "Buyer" of the legal liability to complete the sale; failure to "close" will result in the forfeiture of the buyer's deposit.

Inspection. Bidders are urged to inspect the property prior to the sale, during the scheduled preview dates listed in the flyer/website. Failure to inspect shall not constitute cause for cancellation of the sale.

Condition & Description. The "Buyer" understands that the property is being sold "AS IS" and "WITH ALL FAULTS". The "Seller" and the "Auction Company"

MAKES NO WARRANTIES OR GUARANTEES WHATSOEVER WHETHER WRITTEN, ORAL, OR IMPLIED AS TO CONDITION, QUALITY, OR USABILITY. All information contained in this brochure/flyer was derived from sources believed to be correct, but is not guaranteed. Buyer acknowledges that they relied entirely on their own information, judgment and inspection of the property.

Reserve. The "Seller" reserves the right to accept or reject any and all bids. The auctioneer may withdraw the property at anytime prior to the acceptance of the "Seller".

Removal. Property must be removed once payment in full is made.

Announcements. Announcements may be made day of sale and shall take precedence over previous information pertinent to the property.

Comprehensive Crime Control Act of 1984. Title 18 USC Section 1863 (g) and 21 USC Section 853(a) of the Comprehensive Crime Control Act of 1984, prohibits the United States Government from reverting forfeited property to the defendant(s) convicted of violations under 18 USC Section 1962 or 21 USC Section 841 et seq. This is also applicable to any person(s) acting in concert with or on behalf of the defendant(s). They must certify they are not acting in concert with or on behalf of the defendant(s).

Acceptance of Rejection of Bid. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder or his/her duly authorized representative at the address indicated in the bid. The government's processing of a bid deposit shall not, in itself, constitute acceptance of a bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

US Department of Justice (USDOJ) Employees and Contractors. No USDOJ employees, USDOJ contractors or any person acting on their behalf shall be permitted to bid on, purchase, or share part of the contract sale or to any other benefit that might arise therefrom.

Default. In the event the high bidder fails to consummate the transaction at no fault of the seller, the bid deposit shall be detained (by the US Government) as liquidated damages.

Properties may be added or withdrawn at anytime. Verbal announcements made the day of the auction will take precedence over previous information pertinent to specific property, these announcements do not alter in any way the written basic and special terms and conditions of sale.

NOTE: Payments day of the sale will take place until 2:00 pm VIA Bank Check or Cash.

NOTE: Some cars may have recall tires and have been marked as such, the buyer will have to sign a release.

NOTE: CARS MARKED WITH A SALVAGE/FLOOD or JUNK TITLE MAY REQUIRE ADDITIONAL PAPERWORK FROM DMV. THIS PAPERWORK AND ANY FEE'S THAT ARE ASSOCIATED WITH THEM ARE THE RESPONSIBILITY OF THE BUYER.

NOTE: All cars that are to be registered in New Jersey, must be registered at Trenton, NJ DMV. Unless approved by New Jersey DMV.