

Terms and Conditions of Purchase Agreement

The following terminology applies to these Terms and Conditions and any or all Agreements: “You”, “Your” and/or “Buyer” refers to you, the person accessing this website and accepting the terms and conditions of this agreement. “We” or “Us” refers to our Company, BG Lenders Service, LLC. “Lienholder” or “Seller” refers to our client. “We” or “Us” refers to both the Client and ourselves, or either our client or ourselves.

WARRANTY- All vehicles are sold As Is, Where Is. Buyer agrees to purchase the vehicle in its present, “As Is,” Condition and without warranty from the seller. Buyer assumes all costs of transporting vehicle.

As Is- We disclose all known facts, defects, conditions and circumstances relative to the vehicles value or usability. We are not a vehicle service or inspection station and strongly encourage self-inspections. The sale price of the vehicle has been established with the understanding that upon transfer of title the buyer assumes full responsibility and liability for ALL DISCLOSED AND ALL UNKNOWN defects, conditions, circumstances or adverse factors of any kind. Buyer holds BG Lenders Service and Lienholder and their agents harmless against all claims arising from disclosed and/or unknown defects, conditions, circumstances or other adverse factors associated with the vehicle. Accordingly, buyer will inspect, investigate and/or order reports as he/she deems necessary to confirm Seller disclosures and to discover unknown facts, defects, conditions, circumstances and/or other adverse factors associated with the vehicle so that the buyer may determine the degree of risk, liability and expense to be assumed in taking title to the vehicle. If the Buyer closes the transaction such action shall conform Buyer’s assumption of full responsibility and liability for all disclosed and all unknown defects, conditions, circumstances, or adverse factors of any kind and further conforms Buyer’s agreement to hold BG Lenders Service, Lienholder and their agents harmless.

Where Is- Buyer makes all arrangements and assumes all costs associated with transporting the vehicle.

BIDDING- Placing a bid or offering to buy /purchase an item on this website constitutes your acceptance of the Terms and Conditions in this Terms of Purchase Agreement. By placing a bid or offering to buy /purchase you are certifying you are 18 years of age or older. Placing a bid or offering to buy/purchase has the same effect as manually signing a contract and creates a valid, binding agreement between you and us.

Bids must be in increments of \$100.00 for any listing valued up to \$3,000 and in increments of \$200.00 for any listing valued over \$3,000.

A reserve is the minimum price the Seller is willing to accept. If the seller sets a reserve they are not obligated to divulge said reserve. If someone bids higher than set reserve, the reserve is reset at higher bid.

Unless the reserve is met, the Lienholder reserves the right to accept and approve the highest bid.

We reserve the right to contact any bidder, at any time, to discuss offers if the reserve is not met.

We reserve the right to cancel any or all bids at our discretion at any time, for any reason.

PURCHASING- Only the highest bidder will be contacted once the reserve is met or seller accepts highest offer.

Purchasing prices of \$2500.00 and under will be subject to a \$150.00 auction administration fee. Purchasing prices over \$2500.00 will be subject to a \$250.00 auction administration fee. The auction administration fee will be added to the final sale price.

New York State buyers will be charged Local and State Sales tax, unless you are a NYS registered dealer and provide a tax exempt certificate. Out-of-state buyers are responsible for all of their local and state sales tax. All buyers are responsible for titling, registering and state-required inspections and are required to pay for all costs associated with these transactions.

Buyer must remit funds within seven days of notice of bid acceptance. Funds must be in US dollars, paid by certified check, bank ACH or wire transfer. If payment is not received according to these conditions, we reserve the right to sell to the next highest bidder, relist the item, or dispose of the vehicle in any manner we choose.

All vehicles are repossessions and may require a repossession title which may take four to six weeks. We make every attempt to obtain title prior to purchase but there are circumstances under which a buyer may have to wait for title. We will hold title until funds have cleared.

The buyer is responsible for all shipping/transportation costs. Funds must be cleared before we can release the vehicle. We require 24-hour notice prior to picking the vehicle up.

BG Lenders Service, LLC | PO Box 994 Glens Falls, NY 12801 | t.518.792.5191 f.518.792.5192

salesbglenders@hotmail.com