

OFFICE USE

FILE #: \_\_\_\_\_ SELLER CODE: \_\_\_\_\_ ONLINE LIVE DATE: \_\_\_\_\_

**MATHIES & SONS, INC. T/A 422 SALES**

190 FISHER ROAD, SLIPPERY ROCK, PA 16057-5706

Phone: (800) 422-8884 or (724) 368-8885 FAX: (724) 368-8774

Website: [www.422sales.com](http://www.422sales.com) Online Auctions: <http://onlineauction.422sales.com>

**422 SALES ONLINE AUCTION SERVICES CONSIGNMENT AGREEMENT**



This Consignment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between Mathies & Sons, Inc. (d/b/a 422 SALES) (hereinafter "422 SALES"), whose principal place of business is located at 190 Fisher Road, Slippery Rock, PA 16057-5706, and the below-listed consignor business (hereinafter "Consignor"). This Agreement is legally binding and is subject to the specific terms and conditions set forth herein as follows:

CONSIGNOR BUSINESS NAME: \_\_\_\_\_ DIN/ID#: \_\_\_\_\_

\*\*\*How the CONSIGNOR BUSINESS NAME appears on the contract is how it will appear on the check for payment\*\*\*  
The CONSIGNOR BUSINESS NAME must also match the name on the title(s) of the unit(s) being sold.

STREET ADDRESS: \_\_\_\_\_ P.O. BOX #: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONSIGNOR CONTACT NAME: \_\_\_\_\_ CELL #: \_\_\_\_\_

OFFICE PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

CONSIGNOR EMAIL: \_\_\_\_\_

PLEASE FILL OUT ALL FIELDS

**CONSIGNOR TERMS AND CONDITIONS – PLEASE READ CAREFULLY**

The Consignor commissions 422 SALES to sell the items listed herein via public online auction held by 422 SALES, with or without a minimum bid amount (hereinafter "Reserve"). The Consignor certifies that it is the owner of the items listed herein; the Consignor further certifies that it possesses good title to and has the right to sell the same and that the items listed herein are free from all liens and encumbrances. The Consignor agrees to accept all responsibility for providing merchantable title to buyer. **IMPORTANT: Consignor agrees that a copy of said title showing proper transfer to buyer's name will be furnished to 422 Sales prior to any payment of proceeds from online auction being remitted to Consignor.**

**INFORMATION TO BE PROVIDED BY CONSIGNOR:** For each auction item, the Consignor shall provide 422 SALES with the following: (1) vehicle specifications; (2) functionality/condition information; (3) photos; and (4) copies of all original titles. **The Consignor shall provide the aforementioned at least ONE WEEK PRIOR TO THE ONLINE AUCTION for each online auction item.**

**CONSIGNOR FEES:** No consignment fee will be assessed IF ALL REQUIRED SPECIFICATIONS, CONDITION INFORMATION, PHOTOS AND COPIES OF TITLES ARE PROVIDED TO 422 SALES AS SPECIFIED ABOVE. In addition, if the Consignor complies with the aforementioned conditions, a comprehensive marketing campaign will be provided at NO CHARGE. Should the Consignor elect to have a representative from 422 SALES travel to collect online auction item information and photos at the Consignor's location(s), the Consignor hereby agrees to pay a pre-authorized on-site visit fee. Additional fees may also apply if extra services are requested by the Consignor. Quotes are provided upon request.

**AUCTION BEGIN and END REQUESTED DATE AND TIME:** While every effort will be made to meet the Consignor's online auction date / time requests, 422 SALES reserves the right to reschedule any sale at their sole discretion.

Date and Time Consignor is requesting for auction to BEGIN: **DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

Date and Time Consignor is requesting for auction to END: **DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_



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**IMPORTANT CONSIGNOR CONDITIONS:** (1) Should any auction unit not meet contracted item Reserve by the auction end date and time, 422 SALES will facilitate structured post-auction negotiations with all interested parties for a minimum of two business days in order to achieve the highest offer to present to the Consignor. **All contracted online auction items are bound to 422 SALES for 90 days from the date the auction is made live and cannot be sold outside the 422 SALES Online Auction process unless released in writing by an authorized member of the 422 SALES Online Auction Team.** This is necessary to ensure that a contracted online auction item is not otherwise sold while active and binding negotiations are being conducted with 422 SALES bidders. **(2) The Consignor is not permitted to sell any contracted online auction item outside the 422 SALES Online Auction process to a 422 SALES Bidder/Buyer or any other Buyer within 90 days of the auction end date and time.**

**422 SALES reserves the right to collect a premium ("Seller's Premium") equal to 12% of the final invoiced sale amount for failure to comply with either of the Consignor Conditions presented above.** The Consignor agrees that it shall pay the Seller's Premium for each item Consignor sells outside of the 422 SALES Online Auction process, as specified above, unless Consignor obtains a written release from an authorized member of the 422 SALES Online Auction Team. 422 SALES reserves the right to take any necessary legal action to collect the Seller's Premium, in which case Consignor shall be liable for any and all collection or legal expenses.

**CONSIGNORS PLACING BIDS ON UNITS:** Consignors are not permitted to place bids on units that they have contracted 422 SALES to sell, in an attempt to artificially inflate the price. Should the consignor place a bid and not win the bid on a unit they own, 422 SALES will assess a "Seller's Premium" of 12% of the selling price per unit. Should the consignor win the bid on a unit they own, 422 SALES reserves the right to collect a "Seller's Premium" equal to 12% of the final bid placed before the unit is released back to the consignor.

**CLOSING AN AUCTION:** Once 422 SALES has received payment for all units sold in a contracted online auction, the Consignor will receive (1) a copy of the paid-in-full invoice, and (2) buyer information for use when preparing for title transfer(s). **IMPORTANT:** Consignor is required to have each Buyer properly transfer and sign title(s) at the time of auction unit pick up. **CONSIGNOR MUST THEN FAX OR EMAIL A COPY OF EACH COMPLETED, TRANSFERRED TITLE TO A MEMBER OF THE 422 SALES ONLINE AUCTION TEAM. PAYMENT WILL BE ISSUED TO CONSIGNOR AFTER ALL PROPERLY COMPLETED, TRANSFERRED TITLE COPIES HAVE BEEN RECEIVED BY 422 SALES. \*\*\*Contact 422 SALES for e-mail address\*\*\***

**BUYER'S PREMIUM:** A 12% Buyer's Premium is added for each item or lot sold if paid in full within four business days of Buyer being invoiced. To expedite payment process, a 5% late payment penalty shall be assessed to Buyers who pay after the allotted time.

**SALES TAX:** Applicable sales tax shall be added to the Buyer's invoice for any auction units that are non-titled purchases.

**STORAGE FEES:** Every online auction item will have a "Storage Fee" statement within the published item description to encourage prompt property removal before an assigned deadline. Consignors may assess or waive Storage Fees at their own discretion. If the Consignor collects applicable Storage Fees without assistance from 422 SALES, 100% of amount collected is paid by the Buyer directly to the Consignor. If Consignor has 422 SALES perform Storage Fee collection on their behalf, a fee of 20% of the total collected shall be assessed for the service with the remaining 80% of the total collected being issued to the Consignor along with final payment for that auction.

**CANCELLATIONS:** The Consignor agrees that it shall pay a cancellation fee of \$250 should the Consignor cancel the auction after listing(s) have been posted to the 422 SALES Online Auction web site.

**AUCTION RELIST:** Should Consignor request to have an Online Auction relisted, a Relist Fee of \$25 per unit will be assessed.

**422 SALES - RIGHT TO ADD OR DELETE:** 422 SALES reserves the right to add, delete, and/or change the order of the <http://www.422sales.com> public online auction listing at its sole discretion.

**422 SALES ONLINE - ERROR AND OMISSIONS:** 422 SALES will not be held responsible for any errors or omissions in the information provided by the Consignor. The Consignor is strongly advised to disclose all pertinent information on any item listed for online auction. The Consignor is further advised that, while every attempt will be made to provide a reliable connection for the online auction, problems with hardware, software, and/or internet connectivity issues can occur, and the Consignor agrees that 422 SALES will not be held responsible for any such issues. 422 SALES agrees to correct any such issues promptly. 422 SALES reserves the right to stop, cancel, or reschedule any auction due to technical difficulties, or for any other reason deemed necessary at its sole discretion.

**WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

This Agreement is effective as of the date first written above.



(x) \_\_\_\_\_ Date: \_\_\_\_\_  
**CONSIGNOR SIGNATURE:** Authorized Consignor's Signature (Per Terms Set Forth Herein)

(x) \_\_\_\_\_ Date: \_\_\_\_\_  
**422 SIGNATURE:** Accepted by 422 Authorized Agent (Per Terms Set Forth Herein)

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**MATHIES & SONS, INC. T/A 422 SALES**

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**422 SALES ONLINE AUCTION SERVICES CONSIGNMENT AGREEMENT**

**POWER OF ATTORNEY AND AGENCY, INDEMNITY AND HOLD HARMLESS AGREEMENT**

Subject to the terms and conditions set forth in the 422 SALES ONLINE AUCTION SERVICES CONSIGNMENT AGREEMENT, with effective date \_\_\_\_\_, incorporated herein by reference, and the terms and conditions set forth below, consignor \_\_\_\_\_, with principle place of business located at \_\_\_\_\_ (hereinafter "Consignor"), hereby appoints Mathies & Sons, Inc. (d/b/a 422 SALES), whose principal place of business is located at 190 Fisher Road, Slippery Rock, PA 16057-5706 (hereinafter "422 SALES"), as its true and lawful agent, with the limited authority to act on the Consignor's behalf in order for 422 SALES to fulfill its obligation pursuant to this Agreement. 422 Sales is authorized to sell any and all units owned by the Consignor at 'ONLINE Public Auction.' This Agreement to sell is binding toward any scheduled ONLINE auction date, unless otherwise ordered by the Consignor or 422 Sales.

All units will be available for release to buyer on: \_\_\_\_\_



Subject to the terms and conditions set forth in this Agreement, Consignor appoints 422 SALES, as Consignor's agent. Each party to this Agreement (the "Indemnifying Party") shall indemnify, defend and hold the other party (the "Indemnified Party") (and its officers, directors, employees, successors and assigns) harmless for all direct or indirect losses, claims, suits, liabilities, fines, penalties, assessments and expenses (including attorney's fees) arising out of the Indemnifying Party's (a) negligence, (b) gross negligence, (c) willful misconduct and/or (d) breach of this Agreement. For the avoidance of doubt and with respect to Consignor's indemnification obligation pursuant to subsection (d) of this paragraph, Consignor shall be deemed to be in breach of this Agreement in the event that Consignor fails to transfer title, ownership and/or possession of any vehicle sold by 422 Sales pursuant to this Agreement. Any and all disputes will be under the court jurisdiction of Muddy Creek Township, Butler County, Pennsylvania.

422 SALES shall not themselves or in connection with any other party (including, but not limited to, any of its suppliers or subcontractors) corruptly solicit, receive or agree to receive for themselves or for any other person; or offer to agree to give to any person in Consignor's service or any consultant or contractor who has a contract with Consignor any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favor or disfavor to any person, in relation to this Agreement or any other contract between 422 SALES and Consignor. 422 SALES shall not enter into this or any other contract with Consignor in connection with which a commission has been paid or agreed to be paid by 422 Sales or on its behalf or to its knowledge unless, before any such contract is made, particulars of any such commission and of the terms and conditions of any agreement for the payment thereof, have been disclosed in writing to the Consignor.



(x) \_\_\_\_\_ Date: \_\_\_\_\_  
**CONSIGNOR SIGNATURE:** Authorized Consignor's Signature (Per Terms Set Forth Herein)

(x) \_\_\_\_\_ Date: \_\_\_\_\_  
**422 SIGNATURE:** Accepted by 422 Authorized Agent (Per Terms Set Forth Herein)

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**422 SALES ONLINE AUCTION SERVICES CONSIGNMENT CONTRACT – UNIT LISTING**

<b>If Unit Listing Is Attached</b>	<b>PICKUP LOCATION HOURS OF AVAILABILITY FOR AUCTION UNIT INSPECTION AND PICKUPS:</b>	
<input type="checkbox"/> See attached list	Monday – Friday Hours of Availability:	
# of Units: _____	Saturday Hours of Availability:	

1	ASSET #	BUS #	YEAR	MAKE (OR CHASSIS MFR)	MODEL (OR BUS BODY)			SEAT MAX	WHEELCHAIRS
FULL VIN			ENGINE	FUEL	TRANS	BRAKES	MILES	RESERVE \$	
NOTES									

2	ASSET #	BUS #	YEAR	MAKE (OR CHASSIS MFR)	MODEL (OR BUS BODY)			SEAT MAX	WHEELCHAIRS
FULL VIN			ENGINE	FUEL	TRANS	BRAKES	MILES	RESERVE \$	
NOTES									

3	ASSET #	BUS #	YEAR	MAKE (OR CHASSIS MFR)	MODEL (OR BUS BODY)			SEAT MAX	WHEELCHAIRS
FULL VIN			ENGINE	FUEL	TRANS	BRAKES	MILES	RESERVE \$	
NOTES									

4	ASSET #	BUS #	YEAR	MAKE (OR CHASSIS MFR)	MODEL (OR BUS BODY)			SEAT MAX	WHEELCHAIRS
FULL VIN			ENGINE	FUEL	TRANS	BRAKES	MILES	RESERVE \$	
NOTES									

5	ASSET #	BUS #	YEAR	MAKE (OR CHASSIS MFR)	MODEL (OR BUS BODY)			SEAT MAX	WHEELCHAIRS
FULL VIN			ENGINE	FUEL	TRANS	BRAKES	MILES	RESERVE \$	
NOTES									

See next page for more space.

(x) \_\_\_\_\_  
Authorized Seller's Signature



Date: \_\_\_\_\_

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<b>6</b>	ASSET #	BUS #	YEAR	MAKE (OR CHASSIS MFR)	MODEL (OR BUS BODY)			SEAT MAX	WHEELCHAIRS
FULL VIN			ENGINE	FUEL	TRANS	BRAKES	MILES	RESERVE \$	
NOTES									

<b>7</b>	ASSET #	BUS #	YEAR	MAKE (OR CHASSIS MFR)	MODEL (OR BUS BODY)			SEAT MAX	WHEELCHAIRS
FULL VIN			ENGINE	FUEL	TRANS	BRAKES	MILES	RESERVE \$	
NOTES									

<b>8</b>	ASSET #	BUS #	YEAR	MAKE (OR CHASSIS MFR)	MODEL (OR BUS BODY)			SEAT MAX	WHEELCHAIRS
FULL VIN			ENGINE	FUEL	TRANS	BRAKES	MILES	RESERVE \$	
NOTES									

<b>9</b>	ASSET #	BUS #	YEAR	MAKE (OR CHASSIS MFR)	MODEL (OR BUS BODY)			SEAT MAX	WHEELCHAIRS
FULL VIN			ENGINE	FUEL	TRANS	BRAKES	MILES	RESERVE \$	
NOTES									

<b>10</b>	ASSET #	BUS #	YEAR	MAKE (OR CHASSIS MFR)	MODEL (OR BUS BODY)			SEAT MAX	WHEELCHAIRS
FULL VIN			ENGINE	FUEL	TRANS	BRAKES	MILES	RESERVE \$	
NOTES									

<b>11</b>	ASSET #	BUS #	YEAR	MAKE (OR CHASSIS MFR)	MODEL (OR BUS BODY)			SEAT MAX	WHEELCHAIRS
FULL VIN			ENGINE	FUEL	TRANS	BRAKES	MILES	RESERVE \$	
NOTES									

<b>12</b>	ASSET #	BUS #	YEAR	MAKE (OR CHASSIS MFR)	MODEL (OR BUS BODY)			SEAT MAX	WHEELCHAIRS
FULL VIN			ENGINE	FUEL	TRANS	BRAKES	MILES	RESERVE \$	
NOTES									