

Wells Auto Group Terms and Conditions of Sale

Before you continue, you should print or save a copy of the Terms & Conditions for your records.

We are committed to showing you our honesty and integrity. We ask that you show us the same courtesy by abiding by all of Wells Auto Group Terms and Conditions. You are entering a legal binding contract. Please read the following carefully. Your bid, offer to buy and/or purchase constitutes your acceptance of all the terms and conditions in this Agreement. You acknowledge and agree that your bid, offer to buy and/or purchase has the same effect as manually signing a contract and creates a valid, binding agreement between you and us. If you do not agree to all of the terms of this Agreement, you should proceed no further and not bid, offer to buy and/or purchase from Wells Auto Group. In addition, any terms and conditions printed on the Bill of Sale, the Buyer's Guide, and Wells Auto Group's Delivery and Acceptance Agreement, as applicable, are incorporated into these Terms and Conditions of Sale by reference. Unless otherwise stated, all fees are quoted in U.S. Dollars. By placing a bid, offer to buy and/or purchase a vehicle, you represent and warrant that you have read and understood the Wells Auto Group Terms and Conditions in their entirety and agree to be bound by them in all respects.

Purchase Requirements: Potential buyers must be at least 18 years of age and have a valid driver's license in order to bid, offer to buy, and purchase a vehicle from Wells Auto Group. No individual will be permitted to test-drive any vehicle without first presenting a valid driver's license and valid insurance to Wells Auto Group's sales team.

Auctions: Wells Auto Group reserves the right to sell this vehicle through other venues, provided that the auction has not ended with a winning bid. If you have only negative feedback or bid retractions, DO NOT BID without pre approval from Wells Auto Group. Unqualified Bidding, Deadbeat Bidders, Auction Interference, Shill Bidding, or any form of harassment can be subject to legal prosecution.

Purchase Financing: Bidders should seek pre-approval by contacting us before bidding/purchasing for information on available financing options.

Pre-Sale Inspection: At buyer's own expense, we strongly encourage and agree to permit any pre-sale inspection within **5-mile radius** of seller to examine this vehicle for mechanical defects or problems; however, a member of the Wells Auto Group's sales team must be present whenever a vehicle is removed from the Wells Auto Group premises. We do ask that the Pre-Purchase Inspection be completed by a 3rd party non-biased inspector.

Please understand, we do our very professional best to describe in detail the condition of our vehicles as we see it, however, we are only human and these are used vehicles. Therefore, Wells Auto Group, and their employees will not be held accountable for errors or omissions in the

description of the above vehicle or typographical errors in any of our vehicles listings and descriptions. All vehicle options, specs, features, color, descriptions, history, paint history, maintenance records and manufacturer's warranty information must be researched and confirmed by buyer or a 3rd party inspection service before completing purchase. Helpful research information can be found at Edmunds.com, AutoCheck.com, Carhex.com, CarFax.com, Etc.

Vehicle Manufacturer Warranties: Manufacturer's Warranty is a vehicle manufacturer's promise to stand by its product and asserts that the manner in which the car was made and the materials used to make it are free from defects. We encourage you to independently verify the existence and terms and conditions of the Manufacturer's Warranty prior to bidding on or purchasing any vehicle. Wells Auto Group depends on CarFax.com for the accuracy of the coverage of the Manufacturer Warranty, including but not limited to, the start date and expiration date stated in the vehicle listings. Therefore, no responsibility is assumed by Wells Auto Group or its agents for errors or omissions in this information. It is the buyer's responsibility to verify coverage and expiration dates via the vehicle manufacturer. We can provide you with third party Services Contracts / Mechanical Breakdown Protection plans on many of our vehicles; however, please be advised that such contracts and plans are with third party warranty companies and are not administered by, honored by, or the responsibility of Wells Auto Group. These warranties are accepted by most authorized service centers and new car franchise dealerships nationwide, it is your responsibility to verify. Details and prices on the complete line of warranties and service agreements are available upon request.

Deposits: For vehicles that are already in Wells Auto Group's inventory, buyers may pay an initial \$500.00 non-refundable deposit only IF they have been approved with one of our finance companies and have agreed to the terms of the loan. The deposit will be applied towards the balance of the purchase and is valid for 48 hours. The deposit can be paid by certified check, bank wire-transfer or cash. We also accept all major Credit Cards via our secure online payment system.

Deposits on cash or outside financing deals does NOT guarantee the vehicle is reserved for a customer.

Fees and Taxes: All sales are subject to a \$150.00 non-refundable documentary fee for handling paperwork, filing titles, mailing and copying costs, and a county Vehicle Inventory Tax (VIT), which is only 0.177% of the sales price (i.e. \$10,000 purchase = \$17.70 V.I.T. Tax). Moreover, Texas residents must pay 6.25% sales tax and all other applicable Texas fees and taxes. Out of state buyers who are not financing through Wells Auto Group are responsible for any and all local state taxes and title transfer fees assessed by their state.

Wells Protection and Preparation: Improvements have been made to this vehicle referred to here as Wells Protection Preparation (WPP), which includes three (3) separate items. A dealer fee charge of \$1495.00 will be added to the purchase price of each vehicle. A benefit of this improvement is that this vehicle is now equipped with the most sophisticated and technologically advanced recovery system (Elo Protect GPS). The Elo Protect GPS product attaches to and interfaces directly with the Monitored Vehicle's on board diagnostic port. A 5 year platinum service plan is available for purchase for an additional charge. The second component of WPP is the basic reconditioning and maintenance

performed on each vehicle. The third component of WPP is an included 5 year maintenance plan that is honored nationwide. (see dealer for more information)

Payment: The full payment for the purchase of a vehicle from Wells Auto Group must take place within 2 business days of the deposit date or auction close. Full payment can be made by certified check, wire-transfer, or cash. In some cases, we may also accept and honor online bank checks from USAA and other lenders. However, the buyer must first contact us before buying, initiating a purchase, placing bids or clicking the "Buy It Now" for more information and qualification details.

Please note: We can only receive up to \$3,000 on a credit card for a purchase. Any additional money down must be in the form of a cashier's check, cash, or wire. Please contact the dealer for more information.

Pre-Sale Inspection Policy and Limited Warranty: Prior to the Delivery and your Acceptance of the Vehicle and subject to the limitations specified herein, we offer you the following opportunity to view, inspect, test drive, and research the vehicle history of any vehicle that you purchase from us:

1. Inspection Period: Prior to Delivery and Acceptance of the vehicle, for the two (2) days following the date that you secured the purchase of your vehicle from Wells Auto Group, either by deposit or with full payment, you can come to Wells Auto Group's premises, by appointment, to view, inspect, and test drive the vehicle. Only licensed drivers will be permitted to test drive the vehicle. Furthermore, the Buyer's test drive must be within a five (5) miles radius of Wells Auto Group's facility and prior to delivery and acceptance of the vehicle by Buyer, a Wells Auto Group sales professional must be present whenever a vehicle is removed from the Wells Auto Group premises. During this Inspection Period, you can also research the vehicle's quality and history using third party services (i.e. Lemon Busters, Carfax, and AutoCritic).

2. Buyer shall be responsible for any and all inspection costs associated with the Pre/Post-Sale Inspection of the vehicle.

3. **Prior to Delivery and Acceptance of the vehicle**, at any time during the two (2) day Inspection Period, if you are dissatisfied with the vehicle, you can cancel the purchase and receive a full refund of any money paid to Wells Auto Group in connection with the purchase of the vehicle.

4. After the Inspection Period and/or Delivery and Acceptance, whichever occurs earlier, the sale of the vehicle shall be final and "AS-IS" except as otherwise provided in this Agreement.

5. Please note: At the time of delivery, we only provide five (5) gallons of gas at purchase.

We welcome you to come visit our facility as well as view our vehicles during business hours. To better assist you, all guest test drives and vehicle showings are by appointment only. Please call 214-575-9800 at least one hour in advance to make an appointment and confirm the car is still available. *Furthermore, we cannot guarantee the vehicle will still be available by the time you arrive as we are constantly working deals on vehicles.*

Additional Limited Warranties:

1. Title Transfer: Wells Auto Group guarantees clean, clear, and lien free titles on all our vehicles; Absolutely NO Salvage titles or Reconditioned titles UNLESS stated. All mileage stated is actual and accurate unless otherwise noted in the listing. An Odometer Disclosure Statement will be furnished to the buyer and lender. Please understand that the mileage may be slightly higher at time of delivery due to demos, test drives and transportation. In the state of Texas dealer title work can take up to 30 business days. Titles will be sent via FedEx for proper tracking. We will hold all titles 10 days after payment by cashier's checks

2. Texas Buyer: Wells Auto Group will arrange transfer of title. Texas residents must pay 6.25% sales tax and all other applicable Texas fees and taxes and registration cost.

DISCLAIMER OF WARRANTIES: EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE FOREGOING LIMITED WARRANTIES IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW, OR ARISING BY REASON OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING, INCLUDING, WITHOUT LIMITING, ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

ANY AND ALL VEHICLES BEING SOLD BY WELLS AUTO GROUP ARE BEING SOLD "AS IS/WHERE IS" WITH NO GUARANTEES WRITTEN OR IMPLIED. WELLS AUTO GROUP EXPRESSLY DISCLAIM THE ACCURACY OR COMPLETENESS OF ANY AND ALL INFORMATION PROVIDED TO BUYERS REGARDING VEHICLES, WHETHER PROVIDED IN WRITTEN, VERBAL, OR DIGITAL IMAGE FORM ("VEHICLE INFORMATION") EXCEPT AS SPECIFICALLY PRECLUDED BY APPLICABLE LAW.

AS REQUIRED BY FEDERAL LAW, AN "AS-IS BUYER'S GUIDE" WILL BE INCLUDED WITH THE SALES DOCUMENTS AND MUST BE SIGNED AND ACCEPTED BY BUYER. WELLS AUTO GROUP SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES IN REGARD TO QUALITY, AVAILABILITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE INCAPABLE OF EXCLUSION UNDER APPLICABLE LAW. BUYER AGREES THAT HE/SHE/IT IS NOT RELYING UPON ANY EXTRA-CONTRACTUAL REPRESENTATIONS IN ENTERING INTO THIS AGREEMENT.

WELLS AUTO GROUP FURTHER DISCLAIMS ANY AND ALL WARRANTIES AND STATEMENTS CONTAINED IN VEHICLE INSPECTION REPORTS PREPARED BY THIRD PARTIES IN CONNECTION WITH ANY PARTICULAR VEHICLE (I.E. CARFAX, LEMON BUSTERS, ETC.). BUYER AGREES AND ACKNOWLEDGES THAT HE/SHE/IT IS NOT RELYING UPON INFORMATION

CONTAINED IN ANY THIRD PARTY VEHICLE INSPECTION REPORTS, INCLUDING, BUT NOT LIMITED TO, THIRD PARTY INSPECTION REPORTS AVAILABLE ON WELLS AUTO GROUP'S WEBSITE.

EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS AGREEMENT IS THE PARTIES' ENTIRE AGREEMENT ON THIS MATTER, SUPERSEDING ALL PREVIOUS NEGOTIATIONS, AGREEMENTS, OR REPRESENTATIONS.

Transportation/Shipping: We are willing to help with any reasonable vehicle shipping or delivery arrangement that the buyer may wish to arrange. Please understand that we will arrange shipping for you as a value added service only. Wells Auto Group does not have affiliation with any shipper or transporter. Unless otherwise agreed by buyer and Wells Auto Group, the vehicles are shipped F.O.B. from their point of origin. Any damage to the vehicle during shipping is not the responsibility of Wells Auto Group.

Vehicle Accessories: We will furnish all of the purchased vehicle's original manuals, maintenance records, extra keys, remote controls, floor mats, navigation disks/cards, charging cables, or any other accessories that are in Wells Auto Group's possession. All Wells Auto Group.com vehicle listings include one photograph showing all attached accessories available. For example: If you only see one key in the photograph, then you should assume that this vehicle only comes with one key. There are times that a second key might arrive later, if so, we will mail it out to the customer's address on the contract.

Venue for Disputes: All obligations pursuant to this contract shall be performed in Collin County, in the state of Texas. All obligations of the purchaser to pay for the vehicle shall be payable in U.S. dollars in Collin County, Texas. Buyer and Wells Auto Group agree that in relation to any transaction involving this vehicle that the proper venue for any legal proceedings will be conducted in Collin County, Texas.

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