

## **E-CarOne 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 honesty and integrity. We ask that you show us the same courtesy by abiding to all E-CarOne 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 Terms of Sale 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 precede no further and not bid, offer to buy and/or purchase from E-CarOne.

### **SATISFACTION GUARANTEE POLICY**

At E-CarOne the complete satisfaction with your new vehicle purchase is our top priority. For that reason we guarantee that the vehicle you purchase from us meets or exceeds your expectations or we will refund you payment in full. Here is how it works:

After securing the new vehicle purchase either by a deposit or with full payment buyer has 7 days to complete the transaction. Within that 7 day period buyer may view, inspect and test drive the vehicle personally or using a 3rd party services such as AutoCritic or Lemon-Busters to insure that the vehicle meets their expectations and that they are completely satisfied with the vehicle AS-IS. If for any reason the buyer is not completely satisfied with the outcome of the inspection. E-CarOne will cancel the deal and refund all funds paid by buyer to E-CarOne in full. Buyer must complete inspection before completing purchase and/or the vehicle leaves our facility. Buyer is also responsible for any inspection cost or expenses.

Once again we want you to be 100% satisfied with your purchase and we will have it no other way! This has been our company policy for over 10 years. 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 showing are by appointment only. Please call 1-800-704-1113 at least one hour in advance to make an appointment.

### **FUNDS**

Bidders should seek pre-approval and commitment from a lender before making a bid/purchase or contact us before bidding/purchasing for information on available financing options. The full payment for this sale must take place within 7 calendar days of the auction close. Full payment can be made by certified check, or bank wire-transfer. In some cases we can also accept and honor Online Bank Checks from USAA and other lenders such as: Capitol One, eBay Finance, E-Loan and HSBC; However, buyer must first contact us before buying, initiating a purchase, placing bids or clicking the "Buy It Now" for more information and qualification details.

### **DEPOSITS**

Buyer must pay an initial refundable good faith deposit immediately after the auction close and no later than two calendar days after the auction close, \$200.00 for units sold under \$10,000 and \$400.00 deposit for units sold for over \$10,000. The deposit can be paid by certified check, bank wire-transfer or PayPal. For deposits we also accept all major Credit Cards via our secure online payment system.

## **FEES & TAXES**

All sales are subject to a \$50 Documentary fee, and a \$135 Admin fee for handling paperwork, filing titles, mailing and copying costs. And a Vehicle Inventory Tax which is only 0.2431% of the sales price for example a \$10,000 purchase = \$24.31 V.I.T. Tax. Texas residents must pay 6.25% sales tax and all other applicable Texas fees and taxes. Out of state buyers are responsible for all their local state taxes and title transfer fees, which should be paid within.

## **AUCTIONS**

E-CarOne 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 E-CarOne. Unqualified Bidding, Deadbeat Bidders, Auction Interference, Shill Bidding, or any form of harassment can be subject to legal prosecution.

## **TRANSPORTATION**

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. E-CarOne does not have affiliation with any shipper or transporter.

## **TITLES**

E-CarOne guarantees clean, clear, and lien free titles on all our vehicles; Absolutely NO Salvage titles or Reconditioned titles. All mileage stated is actual and accurate unless otherwise noted in the listing. An Odometer Disclosure Statement will be furnished to 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 20 business days. Titles will be sent via FedEx for proper tracking. We will hold all titles 10 days after payment by cashier's checks.

## **TEXAS BUYER**

We will guarantee that this vehicle will pass the Texas State Emissions Inspection at time of sale; only if requested or if needed. E-CarOne will also arrange transfer of title. Texas residents must pay 6.25% sales tax and all other applicable Texas fees and taxes and registration cost.

## **VEHICLES**

At buyer's own expense, we strongly encouraged and agree to permit any pre-sale inspection within 10-mile radius of seller to examine this vehicle for mechanical defects or problems. 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, E-CarOne, 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, Carcheck.com, CarFax.com, Etc...

## **VEHICLE WARRANTY**

Manufacturer's warranty is a vehicle manufacturer promises 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. A typical manufacturer's warranty lasts 4 years or 50,000 miles, whichever comes first. The manufacturer's warranty is a guarantee that the manufacturer will make any necessary repairs due to defective materials used or improper manufacturing, at no charge to the owner. E-CarOne depends on CarFax.com for the accuracy of the manufacturer warranty start date and expiration date stated in the vehicle listings. Therefore, no responsibility is assumed by E-CarOne 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 do offer Services Contracts / Mechanical Breakdown Protection plans on many of our vehicles that are services and sold by third party Warranty Company's and are not administrated by or honored by or the responsibility of E-CarOne. These warranties are accepted by most authorized service centers and new car franchise dealerships nationwide. Details and prices on our complete line of warranties and service agreements are available upon request.

## **BOOKS & KEYS**

We will furnish all original books, maintenance records, extra keys, remote controls, floor mats, navigation disks or any other accessories only if available to us. In the interest of full disclosure all E-CarOne.com vehicle listing include one photograph showing all attached accessories available. For example: If you do not see a CD or DVD disc next to the books and keys in the photograph then you should assume that this vehicle does not come with a navigation disc for the navigation system.

## **BUYERS GUIDE**

This vehicle is being sold AS/IS WHERE IS, with no guarantees or warranties written or implied. As required by federal law an AS-IS Buyer's Guide well be included sales documents and must be signed and accepted by buyer.

## **PROPER VENUE**

All obligations pursuant to this contract shall be performable in Dallas County, in the state of Texas. All obligations of purchaser to pay for the vehicle shall be payable in U.S. dollars in Dallas County, Texas. Buyer and E-CarOne agree that in relation to any transaction involving this vehicle that the proper venue for any legal proceedings will be in conducted in Dallas County, Texas.

## **UPDATES**

E-CarOne reserves the right to change the terms and conditions of sale at any time. Customers are encouraged to review the Terms of Sale on a periodic basis for modifications. This E-CarOne Terms and Conditions of Sale is a revision/update. This Policy super cedes any previous terms and conditions. Any terms and conditions that contradict this revision or update will be invalid. Terms and conditions are subject to change without notice.