

Online Bidding Authorization Form (“Online Bidding Form”)

David R. Maltz & Co., Inc. | (t) 516.349.7022 | (f) 516.349.0105 | (e) RemoteBidding@MaltzAuctions.com

ALL PERSONAL INFORMATION ON THIS FORM MUST MATCH YOUR ONLINE BIDDING PROFILE

Bidder Name: _____ Company Name (if applicable): _____

Phone Number: _____ Email Address: _____

Mailing Address: _____

Auction Closing Date: 10/6/2026 Subject Description: 10/6/2026 Vehicle Auction

Deposit: You must submit a deposit (\$500 minimum) prior to bidding, payable to “David R. Maltz & Co., Inc.”:

Deposit	Buying Power	Deposit	Buying Power	Deposit	Buying Power
\$500	\$2,000	\$3,000	\$12,000	\$8,000	\$32,000
\$750	\$3,000	\$3,500	\$14,000	\$9,000	\$36,000
\$1,000	\$4,000	\$4,000	\$16,000	\$10,000	\$40,000
\$1,500	\$6,000	\$5,000	\$20,000	\$15,000	\$60,000
\$2,000	\$8,000	\$6,000	\$24,000	\$20,000	\$80,000
\$2,500	\$10,000	\$7,000	\$28,000	\$25,000	\$100,000

(Mark one with an “X”): Cashier’s Check ☐ Bank Wire ☐ (Reference “10/6/2026 Auto” & Bidder/Company Name)

Wire Reference #/Check #: _____ How Did You Hear About this Auction: _____

- **TERMS AND CONDITIONS** - The Terms & Conditions of Sale including any addendums and exhibits (collectively, the “Terms”) are a material part of this Online Bidding Form and are attached hereto, incorporated herein, and made a part hereof by reference. **The Terms must be signed and returned** at least 1 business day before the scheduled conclusion of the Auction, along with any deposits and this Online Bidding Form to David R. Maltz & Co., Inc. (“Maltz”), or Maltz reserves the right not to accept this Online Bidding Form.
- **BID DEPOSIT**- Bidder must remit a pre-auction deposit via Cashier’s Check, Cash or by Wire Transfer to participate in the auction (\$500 Minimum Deposit).
- **BIDDING PROCESS**- The first lot is scheduled to end at 10:30 am on the Auction Closing Date and each successive lot is scheduled to end one minute thereafter. If a bid is placed with less than one-minute remaining, the bidding period for that lot will be extended so one minute remains for competing bids to be entered. If any further bidding occurs, the extension timer will reset to one minute. Once no further bidding activity occurs, the sale closes when the time runs out.

ONLINE BIDDING TERMS:

- Online bidding is accepted at Maltz’s sole discretion.
- All online bidders must be registered and confirmed at least 24 hours prior to the Auction Closing Date.
- Upon receipt by Maltz of this executed Online Bidding Form, the signed Terms and the Bid Deposit, a bid approval email will be sent to Bidder. Maltz has made every reasonable effort to facilitate online bidding. Although the Auction is expected to start on time, delays are possible, and you should plan accordingly.
- It is possible that technical problems and transmission issues may arise and affect the Maltz website, bidding system and/or computer or server, or your computer, personal device, or software, which is beyond the control of Maltz. By bidding online, Bidder acknowledges that neither Maltz nor the Seller are responsible for technical problems or transmission issues associated with a bid and that, in the event technical problems interfere with or prevent a bid, it may be necessary to withdraw items from bidding due to technical errors or uncontrollable circumstances. Further, in the event of the occurrence of a technical problem during any bid in any auction, Maltz, in its sole discretion reserves the right to declare an item sold, postpone or cancel the auction, extend the bidding time for this auction, and/or re-list the property for auction at another date and time. The decision of

Maltz on this matter shall be final. Bidder acknowledges that, by bidding in any auction held by Maltz, Bidder accepts the terms and conditions of this Disclaimer. **As it may be necessary to refresh your browser or app during the auction, it is strongly recommended that you do not wait until the final seconds to place a bid as doing so may result in you being unable to participate in bidding prior to the close of the auction.**

- Maltz reserves the right to record phone conversations connected with this transaction. Said recordings are not required to be released to bidders.
- Only the person named above as the Bidder in this Online Bidding Form will be authorized to bid.
- Buyer's Premium & Auction Fees, in accordance with the Terms will be added to the Successful Purchaser's high bid to determine the contract price to be paid by the Successful Purchaser.

Auctioneer Fees					
High Bid of \$1 - \$999:	\$275	High Bid of \$7,000 - \$7,999:	\$525	High Bid of \$14,000 - \$14,999:	\$700
High Bid of \$1,000 - \$1,999:	\$325	High Bid of \$8,000 - \$8,999:	\$550	High Bid of \$15,000 - \$15,999:	\$725
High Bid of \$2,000 - \$2,999:	\$400	High Bid of \$9,000 - \$9,999:	\$575	High Bid of \$16,000 - \$16,999:	\$750
High Bid of \$3,000 - \$3,999:	\$425	High Bid of \$10,000 - \$10,999:	\$600	High Bid of \$17,000 - \$17,999:	\$800
High Bid of \$4,000 - \$4,999:	\$450	High Bid of \$11,000 - \$11,999:	\$625	High Bid of \$18,000 - \$18,999:	\$800
High Bid of \$5,000 - \$5,999:	\$475	High Bid of \$12,000 - \$12,999:	\$650	High Bid of \$19,000 - \$19,999:	\$800
High Bid of \$6,000 - \$6,999:	\$500	High Bid of \$13,000 - \$13,999:	\$675	High Bid of \$20,000+:	4% of High Bid
All Boats, Recreational Vehicles & Equipment: Greater of \$750 or 10% of High Bid (Unless Otherwise Stated).					
In Addition to the Above Referenced Auctioneer Fee, the Buyer is Also Responsible for a \$190 Processing Fee.					

BIDDER REPRESENTATIONS:

- I have reviewed, signed, and submitted the Terms.
- I understand and acknowledge that the failure to provide a signed memorandum of sale could result in the forfeiture of my Bid Deposit in the Seller's sole discretion. Furthermore, I agree and acknowledge that the failure to provide the executed memorandum of sale and complete payment pursuant to the Terms could result in the sale of the Property to another bidder in the Seller's sole discretion.
- I waive any potential conflict of interest and hereby relieve the Seller(s), Attorneys for the Seller(s), Maltz, and their respective professionals of all liability, and shall hold harmless and indemnify all each of them against any action, arbitration, award, claim, cost, damage, deficiency, demand, expense, injury, judgment, liability, loss, or suit of every kind, including attorneys' fees and costs of defense, asserted by anyone as a result of, or in relation to, the Auction, this document, the transaction contemplated, or any related dealings.
- I understand and agree the terms and conditions within this Online Bidding Form shall remain in full force and affect for regularly scheduled future tri-weekly auto auctions, so I do not need to complete this form for each auction if I maintain a deposit on account with Maltz.

Print Name: _____ **Signature:** _____ **Date:** _____

Signature must be notarized, or a copy of Bidder's driver's license must be included with this document.

State of _____, County of _____

The foregoing instrument was sworn and acknowledged before me on the ____ day of _____ 2026,
by: _____, who is personally known or has produced a driver's license as identification.

[Notary Seal]

Notary Signature: _____

Print Name: _____

Commission Expires: _____

TERMS AND CONDITIONS OF SALE (“Terms”)

1. David R. Maltz & Co., Inc. (“Auctioneer” or “DRM”) sells everything, including but not limited to: passenger vehicles, trucks, motorcycles, boats, recreational vehicles and equipment (“Assets”) “AS IS” and “WHERE IS” with all defects, and without any warranty whatsoever as to quality, condition or description. The only guarantee is to title. All of the Assets are being sold free and clear of any mortgages or liens with the exception of any sales made on behalf of New York State Department of Taxation and Finance and the Internal Revenue Service. Known major defects may be marked on the windows, a lack of markings does not indicate there are no defects.
2. All bidders must remit a deposit of at least 25% of the amount in which a bidder may spend (by cashier’s check, postal money order, cash or wire transfer (the “Deposit”). Bidders shall have purchasing power equal to 400% of the amount they deposit (as an example, if you send in \$10,000 you will have up to \$40,000 of purchasing power at the auction). There is a \$500 minimum deposit requirement.
3. All Assets are sold subject to confirmation. Payment of the balance in full, in cash or certified funds, and removal of Assets purchased must be completed within 24 hours after Maltz notifies or attempts to notify the bidder of confirmation (“Confirmation”). **All instruments are to be made payable to David R. Maltz & Co., Inc.**
4. In addition to the bid price, unless otherwise announced and indicated on this receipt, the buyer must pay an auctioneer fee as follows:

High Bid of \$1 - \$999: \$275	High Bid of \$7,000 - \$7,999: \$525	High Bid of \$14,000 - \$14,999: \$700
High Bid of \$1,000 - \$1,999: \$325	High Bid of \$8,000 - \$8,999: \$550	High Bid of \$15,000 - \$15,999: \$725
High Bid of \$2,000 - \$2,999: \$400	High Bid of \$9,000 - \$9,999: \$575	High Bid of \$16,000 - \$16,999: \$750
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High Bid of \$5,000 - \$5,999: \$475	High Bid of \$12,000 - \$12,999: \$650	High Bid of \$19,000 - \$19,999: \$800
High Bid of \$6,000 - \$6,999: \$500	High Bid of \$13,000 - \$13,999: \$675	High Bid of \$20,000+: 4% of High Bid
All Boats, Recreational Vehicles, Trucks & Equipment: Greater of \$750 or 10% of High Bid (Unless Otherwise Stated)		

5. In Addition to the above referenced auctioneer fee, the buyer is also responsible for a \$190 processing fee.
6. New York State Sales Tax, where applicable, will be collected as required by law.
7. IRS regulations require us to report all cash payments exceeding \$9,999 from any one individual or business.
8. All Assets not removed within 24 hours following Confirmation will be charged an overnight storage fee as follows unless otherwise announced by the Auctioneer: (i) for the first two nights, \$30 per night per passenger vehicle and \$50 per night per boat, truck or piece of equipment; (ii) every night thereafter, \$60 per night per passenger vehicle and \$75 per night per boat, truck or piece of equipment.
9. If Asset paperwork is not immediately available, Assets will be notated as “24-hour papers”, “48-hour papers”, or “72-hour papers”. When notated this means paperwork will be available by 4:00 PM on the Wednesday, Thursday or Friday, respectively, following the auction.
10. All bidders warrant and represent that they are over the age of eighteen.
11. In the event of any disputed bid, the Auctioneer reserves the right to put up for resale said disputed Asset.
12. All buyers must accept the auction sheets and records of sale as set forth by the Auctioneer as final.
13. The Auctioneer is not bound by any actions or statements not set forth in writing on the online bidding platform.
14. The Secured Party, Seller and/or Leasing Company (“Client”) reserve the right to bid and reserve the right to refuse or accept any and all bids.
15. All Assets purchased are required to be removed by the purchaser at its sole cost, risk and expense from where sold.
16. No allowances or adjustments of any kind will be made. No repairs are permitted on premises. Non-running Assets must be towed.

17. In the event the buyer fails to comply with the terms of final payment and removal as required above in Paragraph #3, the Auctioneer reserves the right to resell the Asset(s) concerned, without any notice whatsoever to the defaulting buyer. The buyer's deposit will be forfeited, and buyer will remain liable for any deficiency upon a resale as well as the cost and expense incurred by such resale.
18. By entering a bid, all bidders agree to have read, understand and be bound by these Terms, and further agree to execute a written memorandum of sale.
19. Any action or suit of any kind must be commenced against Statewide Auto Auction, Inc. ("SWAA") or DRM within six (6) months from the date hereof or it will be forever barred. SWAA & DRM are merely acting as agents for Client and do not own the Assets. SWAA's & DRM's total liability shall be limited to the auctioneer and processing fees received pursuant to these Terms.
20. Maltz Auctions, Inc. d/b/a Maltz Auctions ("MA") is exclusively acting as marketing and technology agent for the sale of the Assets. By entering a bid, all bidders agree to release and indemnify MA from any and all claims, injury, loss, liabilities, damages, demands, action or cause of action whatsoever.
21. This agreement shall be governed by the laws of the State of New York, County of Suffolk, without regard to such State's rules concerning conflicts of laws. Buyer irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of Suffolk County in the State of New York for any actions, suits or proceedings arising out of or relating to these Terms and the transactions contemplated hereby (and Buyer agrees not to commence any action, suit or proceeding relating thereto except in such courts). Each party irrevocably waives any right to trial by jury in an action, proceeding or counterclaim (whether based upon contract, tort or otherwise) related to or arising out of this agreement.
22. Unless otherwise stated herein, all the provisions and obligations under these Terms shall not terminate.
23. SWAA & DRM, and their respective representatives and affiliates ("Agents") disclaim all warranties, expressed or implied, concerning the Asset(s), including the warranties of merchantability or fitness for any particular purpose(s). Buyer represents that the amounts bid for any Asset(s) are based solely on the buyer's own independent inspection and evaluation of said Asset(s). As a material inducement to this agreement: (1) Buyer has undertaken to make his or her own examination of any Asset(s) before bidding; and (2) assumes all risk of any non-conformities in any Asset(s). Buyer further acknowledges that he or she has not relied upon any assumptions regarding Agents knowledge concerning the Asset(s) or the Client nor upon any representations by Agents, including without limitation any representations as to condition, year or age, serial or identification number, make, model, mileage, equipment, genuineness or authenticity, originality, previous use or ownership, manufacturing or restoration processes of any Asset(s) or any component of any Asset(s).
24. MA has made every reasonable effort to facilitate online bidding. It is possible that technical problems and transmission issues may arise and affect the website, bidding system and/or computer or server, or your computer, personal device, or software, which is beyond the control of Agents. By bidding online, Bidder acknowledges that neither MA nor Agents are responsible for technical problems or transmission issues associated with a bid and that, in the event technical problems interfere with or prevent a bid, it may be necessary to withdraw items from bidding due to technical errors or uncontrollable circumstances. Further, in the event of the occurrence of a technical problem during any bid in any auction, MA and Agents, in their sole discretion reserves the right to declare an item sold, postpone or cancel the auction, extend the bidding time for this auction, and/or re-list the asset for auction at another date and time. The decision of MA and Agents on this matter shall be final.
25. If any provision of these Terms is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of these Terms shall not in any way be affected or impaired thereby.
26. These Terms shall supersede all prior agreements relating to the subject matter addressed herein.
27. I understand and agree the terms and conditions within these Terms shall remain in full force and affect for regularly scheduled future tri-weekly auto auctions so I do not need to complete this form for each auction if I maintain a deposit on account with Maltz. By bidding, I agree to be bound by these terms and conditions.

NO REFUNDS, SUBSTITUTIONS OR EXCHANGES OF DEPOSITS - MILEAGE, CONDITION AND DESCRIPTION ARE NOT GUARANTEED

PRINT NAME

SIGNATURE