



General Terms

NFI Empire. Terms and Conditions:

Dealer Information

NFI Empire is an Erie PA Licensed Dealer. NFI Empire is located at 10120 West Main Street North East, PA. 16428. The office of NFI Empire can be reached at (814) 217-9572 or (814) 504-8103. Questions: Please feel free to contact us directly at any time with any questions you may have.

Odometer Readings

Due to demo test drives and mechanical inspections, the mileage of the vehicle represented might be slightly different than the mileage stated when the vehicle was first listed on the NFI Empire website.

If Bidding on eBay

Your bid constitutes a legally binding contract to purchase this vehicle. Please do not bid if you're not seriously interested or financially able to purchase this vehicle. Please read eBay's "User Agreement". You must be 18 years of age or older to bid.

- **Bid Retraction**

Please read eBay's "Retracting a Bid". If you place a bid before the last 12-hour period of the auction, you may retract the bid before the last 12-hour period only for exceptional circumstances. You will not be allowed to retract that bid during the last 12-hour period of the auction. If you place a bid during the last 12-hour period of the auction, you will be allowed to retract the bid for exceptional circumstances only if you do so within one hour after placing the bid.

- **Notice to Bidders**

We reserve the right to cancel all bids and end the auction early should the vehicle no longer be available for sale. NOTE: All of our eBay inventory is available for sale at our dealership. We will end auctions early should a vehicle be sold at the dealership.

Financing

For help in arranging financing or for any questions regarding financing options, please contact us prior to bidding or sending a deposit. Not being able to arrange financing does not constitute a valid reason for deposit refund. So, be sure financing is in order or approved before placing a deposit on any car.

Buyer's Inspection

We do our best to disclose all information known about all vehicles for sale. We welcome a Buyer's Inspection. If you plan to have a Buyer's Inspection, please make sure you have the vehicle inspected prior to the end of the auction or within a set period of time. Inspection fees, if any, are the "Buyer's" sole responsibility.

Warranty

Unless stated otherwise, this vehicle is being sold "as is". Manufacturer's warranties may still apply. An extended warranty may also be available. Please contact us for details. No representations or warranties are made by the "Seller", nor are any representations or warranties relied upon by "Bidders" in making bids or buying directly from an NFI Representative.

Payments

We accept Certified and Cashier's Checks and Funding Transfers in \$US only. All funding or paperwork must be received as soon as possible and within no more than 5 days of auction closure or deposit taken at the dealership. We reserve the right to re-list or sell to any other qualified buyer. Winning eBay Motors Bidder must confirm his winning bid with a \$2,000 Refundable Deposit within 48 hours of auction end. Balance of Purchase Price is due to Seller within 5 days of the end of the auction.

Taxes and Fees

"Buyer" is responsible not only for knowing their own states' laws regarding taxes and fees, but also remitting the proper taxes, fees, and documents for their state. All taxes and fees must be paid in full in order for the vehicle to be titled and registered. Erie PA buyers need only remit state required taxes and fees to us and we would be happy to handle the registration process for you at no additional cost.

Title Information

Vehicle titles may be held by banks or lenders as collateral for loans. In many cases there is a delay in receiving the original instruments of up to 21 days from the time we pay a vehicle off. While we usually have all titles in our possession at closing, there are occasions where we may be waiting for them to arrive.

Finalizing Your Purchase

If bidding on eBay Motors, winning Bidder MUST communicate with us by e-mail or phone within 24 hours of the end of the auction to make arrangements to complete the transaction. If we cannot confirm your intention to buy or the sale is not completed within 2 business days, we reserve the right to re-list this vehicle or sell to any other qualified buyer. Before the vehicle is released for shipment to the "Buyer", all sale-related and title-related paperwork must be signed and returned completed to the "Seller".

Shipping and Delivery

All shipping charges are the "Buyer's" responsibility. We will help with shipping arrangements but will not be responsible in any way for claims arising from shipping damage! Licensed "Carriers" are generally insured for \$500,000. We assume no responsibility for damages incurred after the vehicle leaves our showroom. All shipping arrangements provided by us are strictly a courtesy. We are not affiliated with any carrier. Any claims or other communication regarding shipment of vehicles will be between you and the "Carrier" and not with us. The amount of time it takes for delivery depends upon the "Carrier" selected. A typical experience is 7-14 days from the date the vehicle is picked up from our facility until it is delivered to your destination. Verify with the "Carrier" for an Estimated Time of Arrival to be sure. In the event the vehicle arrives and is not to the satisfaction of the client or NFI Empire cannot make the vehicle satisfactory for whatever reason there is a return policy. **NFI Empire will allow the client to return the vehicle minus a 10% restocking fee. This is only possible if**

the request is made within 24 hours of receiving the vehicle and the vehicle has been driven less than 50 miles of what it had when it left NFI Empire.

Consumer Rights

Consumers can learn about their rights when purchasing a used car by calling the Erie PA Department of Transportation toll free number at (800) 932-4600. If buying through eBay Motors, Online Bidders are entering into a legal and binding contract to purchase the vehicle described above. If you do not intend to purchase this item, DO NOT BID! Unqualified Bidding, Unqualified Bidders, Auction Interference, Shill Bidding, or any form of harassment can be subject to legal prosecution. We reserve the right to cancel bids at any time for any reasonable reason.

General Disclaimer

NFI Empire reserves the right to obtain and verify the registered information of all who purchase any vehicle and users who bid via eBay Motors auction, cancel any and all bids at our discretion, or end the auction early if necessary. These vehicles are USED vehicles and are not new. **Please expect a certain amount of wear, use, and flaws, as is standard on ANY used car. All used cars including this one may have dings, nicks, chips, scratches and any other marks that are associated with use consistent with age and mileage of the vehicle. Obviously, a car that is 10 years old will show more wear and have more flaws than one that is 2 years old.** Despite this we at NFI Empire pride ourselves on attempting to find the highest quality vehicles available. **WE WILL ALWAYS MAKE AN EFFORT TO INFORM OUR CUSTOMERS OF ANY FLAWS WE MAY DISCOVER ON OUR VEHICLES, IF/WHEN WE BECOME AWARE OF THEM.** We are always open to third party inspections on all our vehicles and would be happy to arrange for one at the customer's expense. Since these vehicles are used, please remember that books, extra keys, remote entry keys, CD cartridges, etc, do not always remain with vehicles throughout their life and we are not responsible for providing them unless otherwise represented or photographed by us. These items are all replaceable at any local factory dealer and should any customer request we would be happy to assist them in locating/obtaining these additional items for them. The information, products, and services published on this web site may include inaccuracies or typographical errors. NFI Empire and/or its respective suppliers make no representations about the suitability of the information, products, and services contained on this web site for any purpose. All such information is provided "AS-IS" without warranty of any kind. NFI Empire and/or its respective suppliers hereby disclaim all warranties and conditions with regard to this information, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. In no event shall NFI Empire and/or its suppliers be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any connected with the use of this web site or with any delay or inability to use this web site, or for any information obtained through this web site, or otherwise arising out of the use of this website, whether based on contract, tort, strict liability or otherwise, even if NFI Empire or any of its suppliers has been advised of the possibility of damages. Because some states/ jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. The above limitation may not apply to you.

Taxes and Fees

All sales are subject to a flat \$300 fee. This fee includes title, documentary, dealer services, and PA state inspection if applicable. Our document and dealer service fees are not required by law and are collected by NFI Empire.

"Buyer" is responsible not only for knowing their own states' laws regarding taxes and fees, but also remitting the proper taxes, fees, and documents for their state. All taxes and fees must be paid in full in order for the vehicle to be titled and registered. Erie PA buyers need only remit state required taxes and fees to us and we would be happy to handle the registration process for you at no additional cost.