AGREEMENT FOR VEHICLE AUCTION PROCUREMENT SERVICES

City of Tbilisi **Date: “___” _____ 202_**

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1. Parties to the Agreement

- **Contractor:** Sole Proprietor Artur Khnkoian (Tiflis Motors), ID No. _____, registered at 5 Grigol Khandzteli St., Bldg. 8, Tbilisi, Georgia. Phone: +995 574 165 349 | Email: manager@tiflismotors.com.
- **Client:** _____, Personal ID No. _____, residing at _____, Phone: _____ | Email: _____.

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2. Scope of Services and Bidding Limit

2.1. The Contractor undertakes to arrange the purchase of a vehicle at an auction on behalf of and at the expense of the Client.

2.2. Prior to the start of the auction, the Parties shall agree in writing on the following essential terms:

- The specific auction, lot number, and Vehicle Identification Number (VIN);
- The maximum bid limit and bidding currency;
- The party to be listed as the buyer on the auction invoice;
- The Contractor’s service fee and estimated associated expenses, or the exact method for calculating them.

2.3. The Contractor shall not exceed the agreed maximum bid limit without obtaining the Client’s prior written consent.

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3. Advance Payment and Refund Policy

3.1. Prior to bidding, the Client shall pay an advance deposit equal to **20%** of the agreed maximum bid limit.

3.2. If the bid is successful, the advance payment shall be credited in full toward the total amount payable by the Client.

3.3. In the event of an unsuccessful bid, withdrawal of the lot by the auction, or final cancellation of the auction, the Contractor shall initiate a full refund of the advance payment within **24 hours** of receiving official confirmation of the auction result.

3.4. If the Client cancels the order in writing before a bid is placed, the Contractor shall initiate the refund within **24 hours** of receiving the written cancellation notice.

3.5. The exact timing of funds crediting to the Client’s account depends on the processing times of the respective banking institutions.

3.6. Applying the advance payment toward a different auction lot requires the Client’s prior written consent.

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4. Final Settlement and Currency Conversion

4.1. Upon confirmation of a winning bid, the Contractor shall provide the Client with a purchase confirmation, an official invoice, and an itemized breakdown of expenses.

4.2. The Client shall pay the remaining balance no later than **3:00 PM (Tbilisi time)** on the next calendar day following receipt of the purchase confirmation and invoice.

4.3. The remaining balance shall consist of the winning lot price, auction fees, the Contractor's commission, and any other agreed expenses due at this stage, less the initial 20% advance payment.

4.4. The procedure and applicable exchange rate for any required currency conversion shall be agreed upon in writing by the Parties prior to the start of the auction.

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5. Delivery and Insurance

5.1. The Contractor shall arrange the transportation and delivery of the vehicle to Tbilisi. Prior to bidding, the Parties shall agree in writing on the delivery cost, estimated timeframe, handover location, transit insurance, and the moment of transfer of risk.

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6. Vehicle History (CARFAX) and Documentation

6.1. Prior to bidding, the Contractor shall provide the Client with a CARFAX vehicle history report (based on the VIN), the auction lot sheet, and all available information regarding mileage, damage, and title documents.

6.2. If a CARFAX report is unavailable for the selected vehicle, the Contractor may only place a bid after receiving the Client's separate written consent. The Client acknowledges that vehicle history reports may not reflect every historical event.

6.3. Upon completion of delivery and full settlement, the Contractor shall transfer all original purchase, shipping, and title documents received in the course of fulfilling this Agreement to the Client.

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7. Withdrawal After Winning and Payment Delay

7.1. If the Client withdraws from the purchase after winning the lot or fails to pay the remaining balance on time, the Contractor shall issue a written notice of default and a final settlement statement.

7.2. To the extent permitted by applicable law, the Contractor reserves the right to deduct actual, documented, and non-recoverable auction penalties and expenses incurred in connection with the lot from the Client's advance payment.

7.3. Any remaining balance of the advance payment after such deductions shall be refunded to the Client within **24 hours** of finalizing the settlement calculation.

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8. Distance Contract Provisions (Consumer Rights)

8.1. Where this Agreement is concluded remotely (as a distance contract), the Contractor shall provide the Client with all pre-contractual disclosures and a statutory withdrawal form as required by Georgian consumer protection law prior to execution.

8.2. For the Contractor to begin rendering services (including placing auction bids) before the statutory withdrawal period expires, the Client must submit a separate, explicit written request acknowledging the commencement of performance.

8.3. Nothing in this Agreement shall limit or waive the Client's mandatory statutory rights under the laws of Georgia.

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9. Notices, Governing Law, and Dispute Resolution

9.1. The Parties shall agree in writing (including via email or designated messaging apps) on the official communication channels for sending confirmations, invoices, and legal notices.

9.2. This Agreement shall be governed by and construed in accordance with the **laws of Georgia**.

9.3. Any disputes arising out of or in connection with this Agreement shall be resolved through negotiation, or failing that, in accordance with the procedures established by the courts and legislation of Georgia.

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10. Signatures of the Parties

CONTRACTOR	**CLIENT**
Sole Proprietor Artur Khnkoian Tiflis Motors ID No.: _____ Signature: _____	**Full Name:** _____ ID No.: _____ Signature: _____