



AUTO SALVAGE AUCTION, INC. BUYER TERMS AND CONDITIONS

As a registered buyer at the Auto Salvage Auction Inc, you agree to be bound by the following Terms and Conditions. Auto Salvage Auction Inc reserves the right to amend these Terms and Conditions at any time without prior notice to you.

There are three ways to bid on vehicles offered for sale at Auto Salvage Auction Inc:

- Live Bidding - Buyers may attend our live auction in person. The auction starts at 5:00 p.m. on the scheduled sale date.
- Proxy Internet Bidding - Up until 5:00 p.m. on the day of the sale, buyers may log into our website at www.autosalvageauction.com and submit bids electronically. The highest proxy bid received will compete against the bids taken during the live auction.
- Live Internet Bidding - Buyers may log into Auto Salvage Auction's Live Internet Bidding Software and submit bids electronically, in real time over the internet, to compete with the bids taken during the live auction.

Buyers may preview vehicles on the day of the scheduled sale and one day prior to the sale.

I. DISCLAIMERS

A. Vehicle Condition and History Disclaimer.

ALL VEHICLES ARE SOLD "AS-IS WHERE-IS"

All vehicles sold through Auto Salvage Auction Inc are sold "AS-IS WHERE-IS", WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. Auto Salvage Auction Inc and its vehicle suppliers expressly disclaim the accuracy or completeness of any and all information provided to buyers regarding vehicles, whether provided in written, verbal, or digital image. Vehicle Information provided by Auto Salvage Auction Inc and its vehicle suppliers is for convenience only. Buyers shall not rely on Vehicle Information in deciding whether or how much to bid on a vehicle offered for sale through Auto Salvage Auction Inc. Vehicle Information includes but is not limited to: year, make, model, condition, ACV, damage, drivability, accessories, mileage, odometer disclosures, vehicle identification number ("VIN"), title, repair estimate, repair history, title history, and total loss history. Auto Salvage Auction Inc and its vehicle suppliers expressly disclaim any and all representations, warranties, and guarantees regarding vehicles sold through Auto Salvage Auction Inc. Auto Salvage Auction Inc does not guarantee that keys are available for any vehicle sold, regardless of whether keys are present in online vehicle images, or were present in the vehicle prior to the time of purchase. Auto Salvage Auction Inc does not guarantee that vehicles meet or can be modified to meet local emission and/or safety

requirements. It is the sole responsibility of buyer to ascertain, confirm, research, inspect, and/or investigate vehicles and any and all vehicle information prior to bidding on vehicles.

- B. I agree that Auto Salvage Auction Inc vehicles are sold "AS-IS WHERE-IS" and are not represented as being in a road worthy condition, mechanically sound, or maintained at any guaranteed level of quality. The vehicles may not be fit for use as a means of transportation and may require substantial repairs at my expense.
- C. Registration Laws Disclaimer. Auto Salvage Auction Inc does not guarantee that any vehicle sold can be legally registered in any state or country, and buyer accepts all risks associated with variations in vehicle title and registration laws between states, provinces, and countries that may negatively impact the marketability of vehicles purchased at the Auto Salvage Auction Inc.
- D. Michigan Secretary of State/DMV Paperwork Disclaimers. Auto Salvage Auction Inc is not responsible for defects, errors, or omissions related to motor vehicle department paperwork not processed by Auto Salvage Auction Inc or made by the Michigan Secretary of State/DMV.

II. SALE POLICIES

- A. Auto Salvage Auction Inc reserves the right to reject or cancel bids for any reason, in Auto Salvage Auction Inc's sole and absolute discretion. Should a dispute arise regarding a bid, Auto Salvage Auction Inc is the exclusive deciding authority with sole and absolute discretion in resolving disputes. Buyers agree to indemnify, defend, and hold Auto Salvage Auction Inc harmless from any and all liability arising out of decisions made in resolving disputes.
- B. Auto Salvage Auction Inc may, in its sole and absolute discretion and with or without notice, postpone or cancel a sale or withdraw a vehicle from a sale. Auto Salvage Auction Inc will neither have liability nor obligation to buyers as a result of any vehicle withdrawal, or sale cancellation or postponement.
- C. The auctioneer makes all decisions as to the order in which bids are placed by Live Internet Bidders and Floor Bidders. Proxy bids always win in the event of a tie.
- D. Proxy Bidding. Simply enter a Proxy Bid representing the maximum price you are willing to pay for the vehicle and the Auto Salvage Auction Inc will bid on your behalf up to your maximum bid during the live auction. Auto Salvage Auction Inc will only bid one increment over the current bid to maintain your position as the highest bidder. This allows you the possibility of purchasing a vehicle below your maximum bid.
- E. Vehicles sold "ON-IF" will not be released to buyers unless and until the seller notifies Auto Salvage Auction Inc of its acceptance of the high bid. In some instances, it may take up to two working days for the seller to provide Auto Salvage Auction Inc notification of high bid acceptance. The majority of "ON-IF" vehicles receive bid acceptance or rejection within one day.
- F. Auto Salvage Auction Inc reserves the right not to release any vehicle for any reason.
- G. Once a bid has been submitted, it cannot be retracted, deleted, or cancelled.
- H. Risk of Loss. Buyer takes full responsibility and assumes all risk of loss for all vehicles purchased from the time Auto Salvage Auction Inc accepts buyer's bid. From and after acceptance of buyer's bid, the buyer acknowledges that Auto Salvage Auction Inc is acting as bailee of buyer's vehicle until such time as the vehicle is removed from Auto Salvage Auction Inc's premises. Buyer agrees that under the terms of the bailment, (1) Auto Salvage Auction Inc shall not be responsible for damage to or loss of the vehicle or parts thereof due to

operational procedures in place at all Auto Salvage Auction Inc facilities, from acts of theft or vandalism, or acts of God; (2) Auto Salvage Auction Inc shall only be responsible for damage to or loss of the vehicle or parts thereof caused by the direct willful or grossly negligent act or omission of Auto Salvage Auction Inc; and (3) Auto Salvage Auction Inc shall not be responsible for any claim of damage made after the vehicle has left Auto Salvage Auction Inc's premises, regardless of whether buyer, or any person on buyer's behalf such as buyer's agents, employees, or representatives, pick up the vehicle. Once a vehicle is removed from Auto Salvage Auction Inc's premises it is accepted AS-IS, and under no circumstances will Auto Salvage Auction Inc be liable for subsequent damage or loss of any kind or nature whatsoever. In the event Auto Salvage Auction Inc is responsible, damages shall be limited to the lesser of (1) the amount of the diminution in value of the vehicle as reasonably estimated by Auto Salvage Auction Inc, or (2) the purchase price (in which case buyer shall return the vehicle to Auto Salvage Auction Inc). Auto Salvage Auction Inc may, in its sole discretion, resell the vehicle at an Auto Salvage Auction Inc sale, and the difference between the original sale price and the resale price shall be conclusive as to the amount of diminution of value, if any.

- I. Import/Export Issues. It is the responsibility of the buyer to comply with customs import procedures applicable to foreign title vehicles. Customs inspection, import fees and proof of emissions compliance may be required. Repair estimates will not be provided for vehicles purchased at Auto Salvage Auction Inc.

III. MEMBERSHIP

- A. Eligibility. Membership as a registered buyer at the Auto Salvage Auction Inc is open to individuals 18 years of age and older. Auto Salvage Auction Inc reserves the right to deny membership privileges to, or exclude from Auto Salvage Auction Inc facilities, any individual or entity, in its sole and absolute discretion.
- B. Registration. Registered Buyers must complete the buyer registration form, and pay the annual nonrefundable registration fee of \$50.00 U.S.D. per agent. Registered buyers must provide copies of current dealer licenses, sales tax exemption certificates, and a copy of the dealer bond, if applicable. Buyer registration must be renewed annually by paying the \$50.00 per agent annual membership renewal fee and submitting copies of all current dealer licenses, and any information regarding change of ownership or address. Auto Salvage Auction Inc reserves the right to increase registration and renewal fees at any time without notice.
- C. Upon registration, Auto Salvage Auction Inc will issue identification badges. The Auto Salvage Auction Inc Id badge remains the property of Auto Salvage Auction Inc and must be surrendered upon request. Auto Salvage Auction Inc reserves the right to exclude any person from its premises not in possession of a valid Auto Salvage Auction Inc Id badge.
- D. Visitor passes are available to guests 18 years of age or older are allowed to enter Auto Salvage Auction Inc facilities when accompanied by a registered buyer. Visitor passes are subject to a \$10.00 U.S.D. fee. Visitor passes must be displayed at all times. Visitors are not permitted to bid on vehicles.
- E. Buyers are responsible for all account activity, including, without limitation, all Proxy bids and Live Internet bids submitted under Buyer's user id and password through www.autosalvageauction.com or placed during the live auction at Auto Salvage Auction Inc facilities. Buyer's account may not be transferred or assigned to any person or entity. In the

event a buyer's account, Id badge, or user id and password are used without authorization, buyer shall be responsible for all account activity and charges incurred prior to Auto Salvage Auction Inc's receipt of written notice from buyer of the unauthorized activity.

- F. Buyers shall comply with all applicable laws, statutes, ordinances and regulations regarding their use of Auto Salvage Auction Inc's services.
- G. Auto Salvage Auction Inc reserves the right to suspend or revoke the membership of a buyer for any reason, in its sole and absolute discretion.
- H. Release of Liability and Indemnification. Buyers and their visitors irrevocably and unconditionally waive and release their rights (if any) to recover from Auto Salvage Auction Inc, its directors, officers, employees, representatives, agents, subsidiaries, partners, and affiliates any and all damages, losses, liabilities, costs expenses, or claims therefore, whether direct or indirect, known or unknown, or foreseen or unforeseen, which may arise from or be related to bodily injury, property damage, or other occurrence which occurs on Auto Salvage Auction Inc premises. Buyers agree to indemnify, defend, and hold Auto Salvage Auction Inc harmless from any and all damages, losses, liabilities, costs or expenses (including attorneys fees), arising from claims made by buyer guests for bodily injury or property damage occurring on Auto Salvage Auction Inc premises. Under no circumstances, including negligence, will auto salvage auction inc be liable for any special, incidental, or consequential damages or lost profits that result from or are related to the sale, distribution, use of, or inability to use, any vehicle, even if auto salvage auction inc has been advised of the possibility of such damages.

IV. FEES, PAYMENT AND DELIVERIES

- A. Buyer fees, storage, late payment, and re-list fees applicable at each Auto Salvage Auction Inc facility are subject to change without notice. A fee will be charged for each duplicate title requested. Buyer is solely responsible for ascertaining fees applicable prior to incurring any charges.
- B. Payment for vehicles may be made by cashier's check, bank money order or cash. Acceptance of company checks is subject to prior approval by Auto Salvage Auction Inc management. Buyers agree to be personally liable for payment of any cashier's check, bank money order or check that is dishonored. In the event of a dishonored cashier's check, bank money order, or check, Buyer agrees to make payment within two days after receipt of notice from Auto Salvage Auction Inc of a dishonored check, and to pay Auto Salvage Auction Inc's NSF check processing fee of \$25.00 U.S.D., and any and all collection costs including but not limited to, collection agency fees, and/or attorney's fees and court costs.
- C. In the event a vehicle is not paid for within 30 days from the date the vehicle was sold, buyer agrees that Auto Salvage Auction Inc may, in its sole and absolute discretion, cancel the sale, re-list the vehicle for sale, and buyer shall be responsible to pay a re-list fee of \$250.00 and the difference between the original sale price and the resale price, plus any collection costs, including court costs and reasonable attorney's fees. Buyers causing excessive vehicles to be re-listed are subject to suspension or revocation of their bidding privileges.

V. MISCELLANEOUS TERMS AND CONDITIONS

- A. Dealer Vehicles. In order to sell a vehicle, you must bring the vehicle and ownership documentation to an Auto Salvage Auction Inc facility. Vehicles must be brought to the Auto Salvage Auction Inc before 4:00 pm the day of the sale in order for the vehicle to be sold at that sale. The sale fee of \$100.00 U.S.D. per auction attempt will be charged for all vehicles that sell, do not sell or that are not released.
- B. Repairing vehicles on Auto Salvage Auction Inc premises is strictly prohibited.
- C. Anyone caught stealing or damaging vehicles will be arrested and prosecuted to the fullest extent of the law. This includes keys.
- D. A \$100 reward will be paid to anyone providing information leading to the arrest and conviction of individuals stealing or damaging vehicles at Auto Salvage Auction Inc facilities. This includes keys.
- E. Stay clear of electric fences at all times.