

Auto Salvage Auctions Inc

Online Bidding Activation Form

Registered Buyer # _____

Company Name _____

Agent Name _____

E-mail Address _____

Phone Number _____

Password _____

I UNDERSTAND THAT MY ASSIGNED PASSWORD IS CONFIDENTIAL. I FURTHER UNDERSTAND THAT IN ORDER TO CANCEL MY PASSWORD, I MUST SUBMIT A PASSWORD CANCELLATION LETTER AND PRESENT IT TO AUTO SALVAGE AUCTION, INC. I UNDERSTAND THAT THE AUTO SALVAGE AUCTION INC WILL BID ON MY BEHALF IN THE LIVE AUCTION IF MY ONLINE BID IS THE HIGH BID. I WILL HOLD HARMLESS, THE AUTO SALVAGE AUCTION INC, FROM I INTEND TO PARTICIPATE IN THE AUTO SALVAGE AUCTION, INC. ONLINE BID SERVICE AND WILL ABIDE BY ALL RULES, REGULATIONS, TERMS AND CONDITIONS.

BIDDERS RELY ON THIS SERVICE OR ANY MATERIAL AVAILABLE THROUGH THIS SERVICE AT THEIR OWN RISK. BIDDERS UNDERSTAND THAT THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS, INACCURACIES, AND/OR OTHER PROBLEMS WITH THE INFORMATION, PRODUCTS, AND SERVICES PROVIDED AT THIS SITE. BIDDERS EXPRESSLY UNDERSTAND AND AGREE THAT AUTO SALVAGE AUCTION INC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, LOSS OF BUSINESS, OR OTHER INTANGIBLE LOSSES (EVEN IF ASA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF BIDDER TRANSMISSIONS OR DATA; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT SHALL AUTO SALVAGE AUCTIONS INC LIABILITY ARISING FROM BIDDER'S USE OF ONLINE BIDDING SERVICES EXCEED IN THE AGGREGATE THE AMOUNT OF REGISTRATION FEES PAID BY BIDDER TO ASA DURING THE 30 DAY PERIOD PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

INDEMNITY. BIDDERS AGREE TO INDEMNIFY AND HOLD AUTO SALVAGE AUCTION INC, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF A BIDDER'S BREACH OF THIS AGREEMENT OR THE DOCUMENTS IT INCORPORATES BY REFERENCE, OR A BIDDER'S VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY.

Signature

Date