

AS OF OCTOBER 27, 2011, OPENLANE AMENDED CERTAIN PROVISIONS IN THE TERMS OF USE. BY CLICKING ON THE BUTTON THAT SAYS "I ACCEPT," YOU AGREE ON BEHALF OF THE ELIGIBLE PARTICIPANT FOR WHICH YOU ARE ACTING THAT SUCH ELIGIBLE PARTICIPANT WILL ADHERE TO THESE TERMS OF USE. WE HAVE SUMMARIZED CERTAIN KEY ASPECTS OF THE CHANGES BELOW. HOWEVER, YOU SHOULD READ THESE TERMS OF USE CAREFULLY AND IN THEIR ENTIRETY BEFORE DECIDING TO CLICK "I ACCEPT."

Additions or clarifications were made in the following areas:

- Best Offer Format (2.d.ix.5)
- Definition of Eligible Participants (1.a)

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

Terms of Use

The following Terms of Use set forth the agreement between Eligible Participants and OPENLANE Inc. and its indirect subsidiary, OPENLANE Canada Inc. (collectively, “OL”) with regard to Eligible Participant’s use of OL’s OPENLANE.ca auction website (the “**Auction**”) and the provision of related services to Eligible Participant, such as transportation or listing services. The Auction provides a venue for Eligible Participants that may act as either buyers (each, a “**Buyer**”) and/or sellers (each, a “**Seller**”) of wholesale vehicles to list and/or purchase those vehicles (each, a “**Vehicle**”). By accessing or using the Auction, Eligible Participant agrees to abide by all the terms and conditions set forth in these Terms of Use, including those available by hyperlink to other OL web pages. These provisions include, among other things, payment deadlines, listing requirements and purchase dispute guidelines. Please read these Terms of Use carefully before clicking “I Accept.” By clicking on “I Accept,” Eligible Participant agrees to these Terms of Use, including the Purchase Dispute Guidelines set forth in Section 3. OL may amend these Terms of Use at any time without sending a notice to Eligible Participants. The amended Terms of Use will be effective immediately upon posting to the Auction, and Eligible Participant’s continued access or use of the Auction or purchase of related services following the posting of any such amendment will constitute full acceptance of the Terms of Use as amended.

This Agreement is effective on October 27, 2011 for current Eligible Participants and upon acceptance for new Eligible Participants.

1) **Eligible Participants; Registration; Usernames and Passwords.**

- a) Eligible Participants. Eligible Participant is either a licensed retail or wholesale motor vehicle dealer, operating in compliance with all relevant laws, rules and regulations of the jurisdictions in which it is located and conducts business (a “**Dealer**”) or a legal institutional owner of vehicles to be sold in the Auction, in each case which holds all necessary licenses to conduct its business, provided however that a Buyer must be a Dealer in order to purchase a Vehicle on the Auction. No retail consumer may access, use, list, purchase or sell or attempt to purchase or sell Vehicles through the Auction.
- b) Registration of Authorized Users. Eligible Participant agrees to designate one or more individuals, each of whom is authorized to list, sell and/or purchase Vehicles, purchase related services, and otherwise act on Eligible Participant’s behalf on the Auction (each, an “**Authorized User**”). An Eligible Participant should submit signed applicable forms under Dealer Registration on OPENLANE.CA by fax at fax 416-646-3012 in order to register each Authorized User. OL may, at its sole discretion and without prior notice, change, suspend, discontinue, terminate, or otherwise limit any Authorized User’s or Eligible Participant’s ability to access and use the Auction or any portion thereof, at any time.
- c) Eligible Participant’s Responsibility. Eligible Participant acknowledges and agrees that the use of the Auction and all transactions conducted through the Auction are conducted on Eligible Participant’s behalf by one or more Authorized Users. Accordingly, Eligible Participant is liable and responsible for all the actions, omissions and any failure to act of its Authorized Users. Eligible Participant is responsible for maintaining the security of all usernames and passwords that are issued to Authorized

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

Users. Eligible Participant is responsible for all actions, including but not limited to the purchase and/or sale of Vehicles or other related services (in each case, a “**Transaction**”), carried out by anyone using a user identification code and password issued to an Authorized User registered by Eligible Participant.

2) General Auction Rules.

- a) Risk of Loss. Risk of loss for a Vehicle remains with the Seller until the earlier of the time that Buyer or Buyer’s designated carrier or other agent (“**Buyer’s Authorized Person**”) picks up the Vehicle from the grounding location (the “**Vehicle Pick Up Time**”) or the Vehicle Pick Up Deadline, as defined in Section 2(e)(i), at which point the risk of loss for the Vehicle is transferred to the Buyer. Information provided on the Auction about each Vehicle is based solely on data provided by the Seller of the Vehicle, and/or on inspection reports provided by third party inspection companies on behalf of the Seller. Accordingly, OL does not provide any representations or warranties with regard to any such information. OL is not liable for any breach of these Terms of Use by either Buyer or Seller or for any act or omission of any third party, such as a carrier or inspection company.
- b) OL acting as agent solely in order to execute Agreements of Purchase and Sale. Eligible Participant hereby appoints OL as its agent, to act in its name and on its behalf, for the sole purpose of completing and executing transfer of ownership documents, including Agreements of Purchase and Sale, on behalf of both Buyer and Seller. Each Eligible Participant, whether acting as a Buyer or Seller, releases and indemnifies OL from any and all liability, including but not limited to personal liability, in connection with OL’s acting as agent for both parties in executing Agreements of Purchase and Sale and related documents. Eligible Participant agrees that each Agreement of Purchase and Sale will be deemed to incorporate all of these Terms of Use. OL may in its discretion use an electronic signature (in accordance with Ontario’s Electronic Commerce Act, 2000, S.O. 2000, c 17) for the purpose of executing Agreements of Purchase and Sale.
- c) Right of OL to Cancel Transaction. OL may in its discretion cancel any Transaction if OL in its sole discretion deems the Transaction to be unfair, unlawful, fraudulent, unethical, deceptive or in error. If OL cancels a Transaction, Eligible Participants will promptly return funds and registration of ownership and Vehicle (where applicable) without dispute or delay. Eligible Participants also understand that time is of the essence when OL chooses to exercise its right to cancel any Transaction.
- d) Fees, Costs and Payments. Certain fees are payable by Eligible Participants to OL for listing, purchase or sale of Vehicles, other related services provided by OL, penalties for failure to comply with various provisions, or certain convenience features (the “**Fees**”). In addition, Buyer will pay for the transportation of the Vehicle, any third party inspection that it elects to receive or any other third party service that OL arranges at Buyer’s request, and Seller will pay for any third party service that OL arranges at Seller’s request (in either case, the “**Costs**”). The Fees and Costs that are applicable to any particular transaction on the Auction will vary between Buyers and Sellers of Vehicles, and are disclosed in these Terms of Use on the appropriate listing/bidding/purchasing/transport pages of the

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

Auction. OL may, in its sole discretion and at any time, add, delete or change some or all of the Fees and Costs. The purchase price of the Vehicle plus all applicable Fees and Costs payable by Buyer in connection with the transaction is the “**Total Payment Amount.**”

- i) Method of Payment. The Buyer will pay OL the Total Payment Amount by either: (1) ACH payment or other electronic funds transfer method, (2) wire transfer 3) regular cheque, (4) floorplan financing, if Buyer has been previously approved by one of OL’s authorized floorplan financing partners (See “Floorplan Financing” on OPENLANE.ca) or another approved consignor floorplan program, or (5) other payment method that may be approved in advance by OL in writing. OL may at its discretion require an Eligible Participant to pay by a certain method.
- ii) Payment Due Date for Buyer. The online purchase date of the Vehicle or related services is the “**Transaction Date.**” The Total Payment Amount from Buyer must be received by OL on or before the second business day after the Transaction Date (the “**Payment Due Date**”). If Buyer’s floorplan financing partner declines to finance the purchase for any reason, Buyer will be notified and must deliver payment by ACH payment or wire transfer to OL no later than one business day after such notification.
- iii) Fees and Costs Payable by Seller. The Fees and Costs payable by the Seller in connection with the Transaction will generally be deducted from the purchase price of the Vehicle payable to Seller. If any such Fees and Costs are not deducted from the purchase price or if the Vehicle does not sell, OL will send an invoice for such Fees and Costs, in which case payment for such Fees and Costs will be due seven (7) days after the date of the invoice
- iv) Taxes.
 - (1) GST/HST. Buyer acknowledges and agrees that it will pay any sales, use or value-added taxes that may be imposed in respect of the Vehicles, including but not limited to Canadian Goods and Services Tax (“**GST**”) and Harmonized Sales Tax (“**HST**”). Seller and OL jointly elect that Seller is responsible for remitting the GST/HST on the sale of Seller’s Vehicle to the appropriate taxing authority.
 - (2) Quebec Sales Tax. If the Vehicle being purchased is located in the province of Quebec, Buyer hereby certifies that either: (A) Buyer is registered with the province of Quebec for purposes of Quebec Sales Tax or (B) Buyer is purchasing the Vehicle for export out of the province of Quebec.
 - (3) General. For purposes of determining the applicability of sales or use taxes levied by any state, province or locality, Buyer certifies that all Vehicles purchased by Buyer in the Auction are purchased for resale, and shall provide to OL a copy of any certificate, license or other permit issued under the sales tax legislation of the state, province or locality of Buyer’s automobile

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

business or businesses verifying same. If a Vehicle is acquired for any purpose other than for resale, Buyer will pay directly to the proper taxing authorities such sale or use tax as may then accrue and be due and payable. All Fees and Costs payable under these Terms of Use are net amounts and payable in full, without deductions for, and otherwise do not account for, any sales, use, excise, value-added, withholding or similar taxes or duties that may be applicable.

- v) Late Payment. If Eligible Participant is late in making any payment to OL, OL may, without prejudice to any other rights and remedies, at its option, take any or all of the following actions: (1) cancel the Transaction to which the late payment relates; (2) charge late payment penalty fees of \$10 per day and/or charge interest on any past due payments at the rate of eighteen percent (18%) per annum, calculated and payable monthly in Canadian dollars, or the maximum rate allowed by law, whichever is less, (3) offset any late payment against any amount that may be payable by OL to Eligible Participant pursuant to Section 2(c)(vi) below and/or (4) cancel Buyer's right to initiate a Purchase Dispute with regard to the Vehicle. Eligible Participant agrees that it will be responsible to reimburse OL for all costs of collection of any of the late payments, including, without limitation, reasonable legal fees and expenses.
- vi) Right to Offset. OL has the right to offset, deduct, or retain out of any amounts payable by OL to Eligible Participant any amounts payable to OL by Eligible Participant in connection with the Auction or other services provided by OL to Seller or Buyer, as applicable. This right to offset will be in addition to, and not exclusive of, any other remedy available to OL, whether at law or in equity.
- vii) Records/Compliance with Laws. Eligible Participant will maintain complete and accurate records concerning all aspects of any Transaction. All business practices, acts and operations of Eligible Participant in connection with the Auction will be in compliance with all applicable Federal, Provincial and local laws and regulations.
- viii) Conducting Business. So long as OL has no actual knowledge to the contrary regarding the authority of Eligible Participant or any Authorized User or other person purporting to be an agent or employee of Eligible Participant, OL: (i) may rely and act upon any purported signature of, and/or oral, written, electronic or other communication in connection with the Auction purportedly sent by Eligible Participant and/or any Authorized User or person purporting to be an agent or employee of Eligible Participant, and (ii) has no obligation to scrutinize, inquire, or confirm any signature or communication with Eligible Participant, any Authorized User or other person purporting to be an agent or employee of Eligible Participant. OL may conduct business with Eligible Participant through the (nonexclusive) use of electronic, computer, digital, or other paperless means, including the good faith reliance on electronic mail, facsimile transmittal, telephonic or other usual and regular forms of communication without confirmation or authentication of the communication by receipt of an original signature, document, paper or otherwise.

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

- ix) Completion of Sale Transaction. Eligible Participant will complete the sale of the Vehicle, in accordance with the terms and conditions set forth in these Terms of Use, as follows:
- (1) Buy Now. If the Vehicle is listed for a fixed price, Seller will sell and Buyer will purchase such Vehicle, if Buyer clicks on the appropriate button evidencing Buyer's agreement to purchase the Vehicle for that fixed price;
 - (2) Place Bid Format. If the Vehicle is listed for auction with a stated opening minimum bid price (the "**Minimum Bid**"), with or without an undisclosed reserve price (which is the lowest price at which the Seller will sell the Vehicle), Seller will sell to the Buyer that submits the highest bid for the Vehicle that also meets or exceeds the Minimum Bid and the undisclosed reserve price (if any), and Buyer will purchase the Vehicle at such price.
 - (3) If Bid Process. From the opening of a given auction until the time that is up to three hours after the close of such auction (the "**Resolve Time**"), a Seller may either:
 - (a) lower the hidden reserve price for the Vehicle. If the hidden reserve price is lowered to a price that is equal to or less than the Maximum Bid Amount of the bidding Dealer with the then highest Maximum Bid Amount, then the Seller will sell and such bidding Dealer will buy the Vehicle at such lowered reserve price; or
 - (b) submit, or direct OL in writing (including by email) to submit on Seller's behalf, a counteroffer (the "**Seller's Counteroffer Price**") to the bidder with the highest bid showing for the Vehicle and if such bidder authorizes OL (through the OL Auction system or by recorded telephone message or email) to agree to the Seller's Counteroffer Price, Seller will sell the Vehicle and Buyer will purchase the Vehicle at the Seller's Counteroffer Price.
 - (4) Proxy Bidding. OL's proxy bidding process allows a bidding Dealer to enter a maximum bid amount that such Dealer is willing to pay for a particular Vehicle under the box labeled "Your Maximum Bid Amount" (the "**Maximum Bid Amount**"). This Maximum Bid Amount is not visible to the Seller or other bidding Dealers. The OL Auction system will automatically increase such bidding Dealer's bid up to such Maximum Bid Amount in accordance with the following rules:
 - (a) The OL Auction system will only increase the bidding Dealer's bid by the particular dollar increment that applies to that particular Vehicle or group of Vehicles. OL will never increase the bidding Dealer's bid above such Dealer's Maximum Bid Amount.
 - (b) If two bidding Dealers place the same dollar bid for a Vehicle, the earlier placed bid remains the high bid until a competing bid is higher than the earlier Dealer's Maximum Bid Amount.

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

- (c) If the then high bidding Dealer is outbid, the OL Auction system will send a notification to such bidding Dealer through the OL system.
- (d) A Seller may preconfigure the auction cycle of a Vehicle prior to release of the Vehicle to have the auction cycle automatically extend beyond the original close time in order to prevent bidding Dealers from “sniping” (ie placing a bid immediately before the auction close in order to prevent a competing bid from being placed).
- (e) A Seller may not increase the hidden reserve price for a Vehicle after a bidding Dealer has placed a bid.

(5) **Best Offer Format.** If the vehicle is listed with Best Offer, Seller will sell and Buyer will purchase such Vehicle, if Buyer clicks on the appropriate button evidencing Buyer’s agreement to purchase the vehicle at the price submitted by Buyer and if the price submitted is accepted by the Seller. Alternatively, the Seller may choose to decline Buyer’s Best Offer or make a counteroffer. If the Seller makes a counteroffer, Seller will sell and Buyer will purchase such Vehicle, if Buyer agrees to the Seller’s counteroffer price.

e) Additional Listing/Sale Rules for Sellers.

- i) Possession of Registration of Ownership and Vehicle. Seller will make the Vehicle available for pick-up by Buyer’s Authorized Person on the Transaction Date. Seller will convey good and valid registration of ownership to the Vehicle, free and clear of all defects, liens, hypothecs and encumbrances (“**Good Registration of Ownership**”) by the deadline set forth in Section 2(e)(iv).
- ii) Vehicle Listing Disclosure Requirements and Vehicle Listing Categories. The Seller will ensure that the disclosures regarding the Vehicle will comply with the requirements of this subsection, provided however that if Seller has a Separate Agreement, as defined in Section 16, then Seller will ensure that the disclosures correspond with the requirements of such Separate Agreement and Buyer will purchase the Vehicle subject to those disclosure and Purchase Dispute guidelines, which are set forth below or on the vehicle detail page of the applicable Vehicle.
- iii) Seller’s Responsibility for Accuracy of Disclosures, Compliance with MVDA Act and Confirmation of Release of Vehicle Listing to Auction. A Seller may use a third party to inspect the Vehicle and/or prepare the vehicle detail page and list the Vehicle on Seller’s behalf. Despite any such third party inspection and/or listing services, as between the Seller, on the one hand, and OL and/or the Buyer, on the other hand, the Seller remains responsible for the completeness and accuracy of the required disclosures regarding the Vehicle on the vehicle detail page. Seller hereby warrants and covenants that, to the extent that any sale of a Vehicle by Seller through the Auction is subject to the Motor Vehicle Dealers Act, 2020 Ontario Regulation, 332/08, as may be amended (the “**MVDA Act**”), Seller will comply with all of the MVDA Act disclosure obligations. Please note that the

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

MVDA Disclosures (as defined below) are required to be made for all Vehicles sold through the Auction, not just for those Vehicles that are subject to the MVDA Act. The Seller may not rely solely on information contained in vehicle history reports, including but not limited to CarFax, CarProof, UCDA, and AutoCheck to satisfy its disclosure obligations under these Terms of Use. In addition, Seller must complete the MVDA questionnaire in order to satisfy its disclosure obligations under the MVDA Act and may not rely on disclosures elsewhere in the vehicle listing to satisfy the requirements of the MVDA Act. Conversely, a Buyer may not initiate a Purchase Dispute and a Seller may not defend against a Purchase Dispute by referencing information that is disclosed through an internet link to a non-OL webpage except for links to window stickers provided by OEMs. By either “releasing” a Vehicle for sale in the Auction (or having OL release such Vehicle on Seller’s behalf) or listing a Vehicle for sale in the Auction through an automatic data feed, Seller confirms that: (i) Seller has reviewed all of the listing disclosures with regard to such Vehicle (ii) all disclosures with regard to the Vehicle are complete and accurate and (iii) OL is released and indemnified from and against any and all claims in connection with any errors with regard to such disclosures. With regard to potentially conflicting disclosures regarding a Vehicle, the order of precedence is as follows 1) a specific disclosure in a section entitled “Announcements” takes precedence over all other disclosures, 2) evidence in clearly visible photographs takes precedence over conflicting disclosures in an inspection report or an “options” section of the vehicle detail page, provided however that non-OEM equipment, including but not limited to bike racks and rims, that is disclosed solely through photographs of off-lease Vehicles should be presumed by the Buyer not to be included with the Vehicle (and the lack of such equipment on an off-lease Vehicle in such circumstance is not a Dispute-Eligible Claim), and 3) disclosures in an inspection report take precedence over conflicting disclosures in an “options” section of the vehicle detail page.

(1) Vehicle Listing Categories. A Seller will designate a Vehicle for sale under one of the following categories: “Limited Arbitration Rights,” “As Described,” “Wholesale Ready,” “Front Line Ready,” or, in certain cases as described below, “OEM-CPO Eligible” or “As Is.” The Seller will ensure that any Vehicle listed under a particular category will conform to the minimum requirements in the applicable definition. Any and all interpretation as to whether a Vehicle meets any aspect of these definitions is in OL’s sole discretion.

(a) “**As Is**” means that any and all MVDA Disclosures, Non-Runner Status and/or Registration Brands have been disclosed in the vehicle detail page or vehicle condition report or are clearly visible in the photographs in the vehicle detail page or vehicle condition report.

(i) Photographs. Seller is encouraged to include the following four (4) photographs for a Vehicle listed “As Is”: (1) exterior front, (2) exterior rear, (3) exterior left side and (4) exterior right side.

(ii) Dispute-Eligible Claim on “As Is” Vehicle. The Buyer of a Vehicle categorized as “As Is” may initiate a Purchase Dispute for Flood Damage, Structural Damage, damage

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

from Fire, MVDA Disclosures, Non-Runner Status, or a Registration Brand that was not disclosed in the vehicle condition report or vehicle detail page. In addition, if Seller has omitted one of the photographs set forth in subsection (a)(i) above and OL determines in its reasonable discretion that the omission of such photograph was either an intentional or grossly negligent misrepresentation of the Vehicle condition, then OL will allow Buyer to initiate a Purchase Dispute for egregious misrepresentation.

(b) **“Limited Arbitration Rights”** means that any and all MVDA Disclosures and Major Defects have been disclosed in the vehicle detail page or vehicle condition report or are clearly visible in the photographs in the vehicle detail page or vehicle condition report.

(i) Required Photographs. Seller must include at least the following six (6) (or, in the case of a pickup truck, seven 7 separate photographs for each Vehicle listed under the “Limited Arbitration Rights” category: (1) exterior front, (2) exterior rear, (3) exterior left side, (4) exterior right side, (5) interior front driver section, (6) engine bay, and (7) if Vehicle is a pickup truck, the truck bed. If the Seller fails to include these requisite photographs of the Vehicle, OL may determine, in its discretion, that Seller will be obligated for any Purchase Dispute under the more Buyer-favorable “As Described” Purchase Dispute Guidelines, rather than the “Limited Arbitration Rights” guidelines.

(ii) Grey Market Vehicle Disclosure. Grey Market Vehicle status is disclosed.

(iii) Registration Brands. Seller must disclose if there are any Registration Brands.

(iv) Dispute-Eligible Claim on “Limited Arbitration Rights” Vehicle. The Buyer of a Vehicle categorized as a **“Limited Arbitration Rights”** may initiate a Purchase Dispute for: (i) an MVDA Disclosure that is not disclosed in (or clearly visible in photographs contained in) the vehicle condition report or vehicle detail page or (ii) a Major Defect that is not disclosed in (or clearly visible in photographs contained in) the vehicle condition report or vehicle detail page, for which the estimated cost of repair or replacement (as determined by OL) is in excess of Five Hundred Dollars (\$500). A Buyer may initiate a Purchase Dispute for a failure to comply with the MVDA Act without regard to a dollar threshold.

(c) **“As Described”** means the following:

(i) All Material Information Disclosed. All material information about the condition, description, mileage and defects of the Vehicle, including but not limited to any and all MVDA Disclosures, Major Defects, Proper Prior Repair (as specifically described

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

below), and Poor Prior Repair, are either disclosed in the vehicle condition report and/or vehicle detail page or clearly visible in the photographs in the vehicle detail page or vehicle condition report.

(ii) All MVDA Disclosures are made.

(iii) Specific Disclosures on Proper Prior Repairs.

1. Vehicle with Sale Price of less than \$35,000: Seller must disclose if three or more Panels have had Proper Prior Repair.
2. Vehicle with Sale Price of \$35,000 or more: Seller must disclose if two or more Panels have had Proper Prior Repair.

(iv) There are no Registration Brands other than former rental car status.

(v) Grey Market Vehicle status is disclosed.

(vi) No Aggregate Defects in Excess of \$500 to Repair. There are no aggregate items of defect, damage and/or discrepancy (including but not limited to Poor Prior Repairs or Major Defects), for which the aggregate estimated cost of wholesale repair (as determined by OL) exceeds Five Hundred Dollars (\$500), that are not either disclosed in the vehicle condition report or vehicle detail page or clearly visible in photographs of the Vehicle in the vehicle condition report or vehicle detail page.

(vii) Dispute-Eligible Claim on “As Described” Vehicle. The Buyer of a Vehicle categorized under “As Described” may initiate a Purchase Dispute for lack of compliance with subsections (c) (ii), (iii), (iv), (v) or (vi) above, provided however that a Buyer may not initiate a Purchase Dispute for any of the following under any circumstances:

1. A General Reconditioning Item;
2. Normal Exterior Wear and Tear; or
3. Any of the following items on a Vehicle with mileage in excess of 100,000 kilometers damage to CV joints; damage or failure in rack & pinion steering; air conditioning leaks, cracks in hoses, lines or charge (provided however that Air Conditioning Failure is eligible for Purchase Dispute); engine cooling leaks;

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

cracks or holes in hoses or lines; moderate smoke emitted from emission system; or noisy lifters and camshafts.

(viii) Default Listing Category. If Seller does not designate a listing category for a Vehicle, the Vehicle will be listed as “As Described” and will be subject to the disclosure and Purchase Dispute provisions of this subsection (c).

(d) **“Wholesale Ready”** means a Vehicle that is listed for sale by a rental car company and that meets the following minimum criteria (Note that only rental car companies can list and sell Vehicles under the Wholesale Ready listing category):

(i) There are no Major Defects or Poor Prior Repairs.

(ii) All required MVDA Disclosures have been made.

(iii) Grey Market Vehicle status is disclosed.

(iv) There are no undisclosed Registration Brands.

(v) Aggregate Defects Not in Excess of \$500 to Repair. The aggregate defects, damage and discrepancies (excluding General Reconditioning Items and Normal Exterior Wear and Tear) are estimated to have a wholesale repair cost in the aggregate of no more than Five Hundred Dollars (\$500).

(vi) Dispute-Eligible Claim on Wholesale Ready Vehicle. The Buyer of a Vehicle categorized as “Wholesale Ready” may initiate a Purchase Dispute for: (a) any failure to meet the above requirements if the total estimated cost of wholesale repair for the aggregate of such defects, damage and discrepancies, excluding General Reconditioning Items and Normal Exterior Wear and Tear (as determined by OL) is in excess of Five Hundred Dollars (\$500), whether or not such defects, damage and/or discrepancies are disclosed or (b) a failure to comply with subsections (d)(ii), (d)(iii) or (d)(iv).

(e) **“Front Line Ready”** means that:

(i) All required MVDA Disclosures have been made.

(ii) Retail Condition. Notwithstanding the fact that all required MVDA Disclosures have been made, the Vehicle is in retail condition with no defects, damage or discrepancies.

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

(iii) Proper Prior Repairs are disclosed as follows:

1. Vehicle with Sale Price of less than \$35,000: Seller must disclose if three or more Panels have had Proper Prior Repair.
2. Vehicle with Sale Price of \$35,000 or more: Seller must disclose if two or more Panels have had Proper Prior Repair.

(iv) Grey Market Vehicle status is disclosed.

(v) There are no Registration Brands other than former rental car status, which if applicable, has been disclosed.

(vi) Additional Front Line Ready Conditions. In addition, the Vehicle meets the following additional criteria: (i) OEM-specified scheduled maintenance has been performed, (ii) oil and oil filter have been changed within the last 250 kilometers (iii) Brake Standards are met, (iv) Tire Standards are met (v) battery holds charge and starts Vehicle without assistance from another power source (vi) there are no leaks in the transmission, differential or engine cooling components (vii) vehicle height, spring support and mounting must be OEM (modifications prohibited); (viii) shock absorbers show no signs of leaks and should not bottom out easily, (ix) springs, sway bars, bushings, ball joints and mounts show no signs of damage or wear, (x) clutch has no excessive noise or play and clutch hydraulic systems are secure and have no leaks (xi) all windows, headlights and taillights function properly (xii) the alarm (if applicable) and parking brake function properly (xiii) the carpet and upholstery have no tears or holes; (xiv) the interior is free of foul odors (xv) Vehicle's glass is free of damage.

(vii) Dispute-Eligible Claim on Front Line Ready Vehicle. The Buyer of a Vehicle categorized as "Front Line Ready" may initiate a Purchase Dispute for failure to comply with subsections (e)(i), (e)(ii), (e)(iii), (e)(iv), (e)(v) or (e)(vi) above.

(f) **"OEM CPO Eligible"** means that: (1) the Vehicle meets the minimum standards described in the Vehicle's factory authorized certified pre-owned program (the **"CPO Program"**), provided however that certification paperwork (if any) may not be transferable from the Seller to the Buyer and Buyer may have to pay an additional certification fee and (2) all required MVDA Disclosures have been made.

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

- (i) Dispute-Eligible Claim on OEM CPO Eligible Vehicle. The Buyer of a Vehicle categorized as “OEM CPO Eligible” may initiate a Purchase Dispute if the Vehicle fails to meet any of the minimum criteria contained in the definition.

(g) **Default Vehicle Listing Categories.**

- (i) **Passenger Vehicles and Light Weight Trucks.** If Seller does not designate a vehicle listing category for a Vehicle, the Vehicle will be listed as “As Described” and will be subject to the disclosure and Purchase Dispute provisions of this subsection (c).
- (ii) **Other Vehicles.** A Vehicle that is not a passenger vehicle or light weight truck, such as a motorcycle or recreational vehicle (an “Other Vehicle”) may only be listed and sold under the “As Is” vehicle listing category and will be subject to the disclosure and Purchase Dispute provisions of subsection (a).

(2) Definitions. Interpretation of these definitions is in OL’s sole discretion.

- (a) Air Bag Problem means that one or more of the Vehicle’s airbags is missing or not operational.
- (b) Air Conditioning Failure means an air conditioning system that does not blow cold air after compressor recharge or several minutes after the Vehicle has been running. Note that noise and/or dripping water, in and of themselves, do not mean that there is an Air Conditioning Failure if the air conditioning system blows cold air.
- (c) Badging Problem means that there is a badge or other indication on the Vehicle that relates to a different model than the stated model of the Vehicle or that the Vehicle is materially different from the original or advertised production specifications.
- (d) Brake Standards means that (i) the master cylinder should be full and fluid in good condition (ii) the hydraulic system has no leaks, cracks or signs of significant deterioration (iii) the rotors, drums, calipers and brake hardware are free of significant defects (iv) rotor thickness is more than the minimum thickness stamped on the inside of the rotor and does not have excessive lateral runout or lack parallelism enough to cause pulsation (v) the calipers slide freely and do not stick (vi) the brake pads have a minimum of 50% material and measure to 5/16 inch or more (vii) the drums are not out of round enough to cause pulsation and have above the minimum thickness standard stamped inside the drum (viii) the brake shoes have a minimum of 3/16th of lining (ix) the parking brake maintains vehicle in parked position and releases without difficulty and (x) the brakes do not pull, clunk, scrape, squeal, grab or exhibit premature lockup.

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

- (e) Cancelled Warranty means that the manufacturer's warranty on the Vehicle was cancelled.
- (f) Certain Prior Vehicle Use means that the Vehicle previously was: (i) leased on a daily basis, (ii) used as a police cruiser or used to provide emergency services or (iii) used as a taxi or limousine.
- (g) Engine Sludge means the thick, dark gel substance, which comes from the solidification of an engine's oil and which causes engine damage or failure.
- (h) Fire Damage means damage caused by fire.
- (i) Flood Damage means any damage caused by immersion in liquid that has penetrated to the level of at least the interior floorboards.
- (j) General Reconditioning Item means (i) OEM specified scheduled maintenance (ii) tire wear or condition (iii) brake wear or condition (iv) oil change (v) springs (vi) shocks (vii) suspension (viii) clutch failure on a Vehicle with standard or manual transmission or (ix) engine or rear-end noises that are typical to a particular model or manufacturer, unless deemed excessive by a reputable source as determined by OL.
- (k) Grey Market Vehicle means that the Vehicle is either a United States Vehicle (i.e. made in North America for use in the United States and properly converted to Canadian specifications) or is a Vehicle that was not manufactured for sale in Canada.
- (l) Inoperable Anti-Lock Brake System means that the Vehicle is equipped with an anti-lock braking system that is not operational.
- (m) Kilometer Discrepancy means (i) the actual mileage of the Vehicle at Vehicle Pick Up Time is at least 1,600 kilometers greater than the disclosed odometer reading or (ii) the actual mileage of the Vehicle at Vehicle Pick Up Time is less than 1,600 kilometers greater than the disclosed odometer reading, but such excess kilometers trigger the expiration of the manufacturer's warranty due to the maximum allowed kilometers for the warranty.
- (n) Major Defect means (i) cracks in engine block (ii) Engine Sludge (iii) non Original Equipment Manufacturer (OEM) engine or engine modification (iv) fuel conversion (v) missing or modified exhaust system or catalytic converter (vi) inability to pass emission test of Province of selling location (vii) deployed airbag or illuminated Supplemental Restraint System (SRS) warning light(s) (viii) Air Conditioning Failure (ix) Major Mechanical Defect (x) Major Electrical Defect, (xi) Kilometer Discrepancy or (xii) Non-Runner Status.

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

- (o) Major Electrical Defect means the Hybrid Drive control modules or main wiring harness are not materially functioning (as determined by OL) in accordance with the OEM factory specifications.
- (p) Major Mechanical Defect means the internal, lubricated components of one or more of the following is not materially functioning (as determined by OL) in accordance with the Original Equipment Manufacturer's (OEM) factory specifications: (1) transmission, (2) engine and/or (3) axle assembly (including front, rear, four wheel and all wheel drive).
- (q) MVDA Disclosures means any of the following: (i) Odometer Problem, (ii) Certain Prior Vehicle Use, (iii) Fire Damage, (iv) Flood Damage, (v) Structural Damage, (vi) Structural Repairs, (vii) Inoperable Anti-Lock Brake System, (viii) Air Bag Problem, (ix) Badging Problem, (x) Replaced Adjacent Panels, (xi) Recent Model Panel Repair, (xii) Previously Repaired Damage in Excess of \$3,000, (xiii) Cancelled Warranty, (xiv) Total Loss Vehicle, (xv) Out of Ontario Permit, (xvi) Salvage Vehicle and/or (xvii) Stolen Status.
- (r) Non-Runner Status means a Vehicle with an engine that does not start or cannot idle on its own due to some electrical or other engine failure.
- (s) Odometer Problem means that the odometer is broken or faulty, has been replaced, has been rolled back or is in miles.
- (t) Normal Exterior Wear and Tear means damage that would be considered normal wear and tear given the age and mileage of the Vehicle and is not easily seen, such as scratches that do not break the paint, minor nicks, cuts and/or scuffs.
- (u) Out of Ontario Permit means that the Vehicle was previously permitted, registered, licensed (or otherwise received treatment similar to a Section 7 permit under the Highway Traffic Act (Ontario)) in a jurisdiction other than Ontario during any of the previous seven years.
- (v) Panel means the parts of a Vehicle made up of (i) the left and right fenders; (ii) left and right quarters; (iii) all doors, engine hood and trunk or hatchback lifts covers; and (iv) roof. Note that the front or rear bumper fascia are not considered Panels.
- (w) Poor Prior Repair means a Prior Repair in which the damage has not been removed completely and/or the paint work is, in OL's judgment, substandard, including but not limited to, as evidenced by "runs," "orange peel," "tape marks," "poor color match" and other industry terms that signify substandard paint work.
- (x) Previously Repaired Damage in Excess of \$3,000 means that the total cost of repairs to fix damage caused to the Vehicle by a prior incident exceeded \$3,000.

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

- (y) Prior Repair means a Panel that has been repaired and painted.
- (z) Proper Prior Repair means a Prior Repair in which damage has been completely removed, and paint color and surface texture match adjacent Panels in a highly consistent manner so that the Prior Repair is largely undetectable to an untrained, naked eye.
- (aa) Recent Model Panel Repair means a Prior Repair on a Recent Model Year Vehicle.
- (bb) Recent Model Year Vehicle means that the model year of the Vehicle is the same as the year of the Transaction Date or the immediately preceding year.
- (cc) Registration Brands means registration brands and/or usage history that may materially affect a Vehicle's value, including but not limited to: salvage, previous salvage, fire, reconstructed vehicle registration of ownership; stolen vehicle, theft recovery; manufacturer, lemon law or warranty buybacks; donated or charity vehicles; former taxis and livery vehicles; government or municipal vehicles; rental cars; "true mileage unknown" and any other damage disclosures required by applicable law.
- (dd) Replaced Adjacent Panels means that two or more adjacent panels have been replaced.
- (ee) Salvage Vehicle means that the Vehicle has been classified under section 199.1 of the Highway Traffic Act, as irreparable, salvage or rebuilt.
- (ff) Stolen Status means that the Vehicle had been recovered after being reported stolen.
- (gg) Structural Damage means frame/unibody damage or alteration as described in the then current version of the National Auto Auction Association Structural Damage Policy, provided however that minor components welded or removed from the frame (trailer hitches, bumpers, etc.) will not be considered structural damage or structural alteration unless they have compromised the structural integrity of the Vehicle; and minor dents in the frame/structure and minor tie down hole tears that do not affect the structural integrity of the frame will not be considered structural damage or structural alteration.
- (hh) Structural Repairs means repairs, replacements or alterations to the structure of the Vehicle.
- (ii) Tire Standards means that tires, excluding space saving spare tires, are (i) all of the same make, model and size (ii) not out of round (iii) free of flat spots (iv) without visible broken belts or excessive camber-toe wear (v) free of plugs or damage to walls and (vi) having tread depth of at least 4/32.

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

- (jj) Total Loss Vehicle means the Vehicle was declared by an insurer to be a total loss, regardless of whether the Vehicle was classified as irreparable or as salvage under section 199.1 of the Highway Traffic Act (Ontario).
- iv) Vehicle Availability and Working Keys. The Seller will make the Vehicle (with at least one set of working keys) available for pick-up at the location specified on the vehicle release form on the Transaction Date or on such later date (but no later than four (4) business days after the Transaction Date). If the Seller fails to make the Vehicle (with at least one set of working keys) available by such deadline and at such specified location, OL may at its discretion: (i) charge the Seller a penalty fee, (ii) require Seller to pay some or all of Buyer's Fees and/or Costs in connection with the Transaction, including but not limited to transport, "dry run" fees, floorplan financing interest charges and/or service charges, and/or (iii) cancel the Transaction and require Seller to refund the Total Payment Amount to OL, which will refund the Buyer.
- v) Delivery of Good Registration of Ownership. The Seller will deliver Good Registration of Ownership to the Vehicle to OL on or before the third business day after the Transaction Date. If Seller fails to deliver Good Registration of Ownership on or before the above deadline, OL may charge Seller penalty fees for late registration of ownership delivery, retain any fee previously paid by Seller in connection with the Transaction and/or cancel the Transaction and require Seller to refund to Buyer the Total Payment Amount (including transportation costs both to and from the Buyer).
- vi) Payment of Net Purchase Price to Seller. Subject to OL's right of offset in Section 2(d)(vi), OL will deliver the purchase price of the Vehicle, net of any Fees and/or Costs payable by the Seller relating to such Vehicle (the "**Net Purchase Price**"), to Seller on or before three (3) business days after OL's receipt of Good Registration of Ownership from the Seller, provided however that if the Buyer or OL has initiated a Purchase Dispute regarding such Vehicle prior to OL's payment to Seller, OL may withhold the Net Purchase Price pending the resolution of such Purchase Dispute, at which point OL will release the funds to Seller and/or Buyer as appropriate.
- vii) Repossessed Vehicles. Seller will not list any Vehicle for sale on the Auction unless: (a) such sale would be in accordance with applicable law, including with respect to any cure, reinstatement, redemption or required notice period, or any stay, (b) such sale would be in accordance with the security agreement or other agreement under which the Seller's right to dispose of the Vehicle is contemplated, and (c) it has been repossessed lawfully, and in accordance with the relevant security agreement, if any, and common law reasonable notice requirements.
- f) Additional Rules for Buyers.
- i) Vehicle Pick Up Deadline. The Buyer or its carrier will pick up the Vehicle on or before: (i) four (4) business days after the Transaction Date or (ii) in the case of a Vehicle for which a Post-Sale

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

Inspection was ordered pursuant to Section 3(b)(ii), two (2) business days after the PSI Process End Date (the “**Vehicle Pick Up Deadline**”). Risk of loss for a Vehicle shifts from the Seller to the Buyer at the earlier of the Vehicle Pick Up Time, as defined below, and the Vehicle Pick Up Deadline. As a Buyer, you acknowledge and agree that you are responsible to arrange for transport of Vehicles that you buy through the Auction. If Buyer (or its carrier) fails to comply with these provisions, Buyer agrees that OL may do any or all of the following: 1) suspend Buyer’s purchasing privileges in the Auction, 2) cancel the Transaction, 3) charge Buyer a storage fee for the Vehicle and/or a penalty fee, 4) arrange for delivery of the Vehicle to Buyer, at Buyer’s expense or 5) cancel Buyer’s ability to initiate a Purchase Dispute with regard to the Vehicle.

ii) Buyer Vehicle Condition Inspection Obligations.

- (1) Vehicle Transported by OL-Arranged Transportation. If Buyer uses OL-Arranged Transportation to transport the Vehicle, Buyer must, at the time Buyer takes delivery of the Vehicle from the carrier (the “**Delivery Time**”), perform a careful visual inspection of the exterior of the Vehicle for exterior damage or missing standard exterior equipment that is consistent with loss or damage during transport, including to glass (an “**Exterior Inspection**”) as against the description in the Bill of Lading and write a description of all discrepancies on the Bill of Lading before signing the Bill of Lading. Buyer must report any discrepancies between the original Bill of Lading and vehicle condition at Delivery Time to OL on or before the Purchase Dispute Initiation Deadline. Note that if Buyer is late in making any payment to OL, OL may cancel Buyer’s right to initiate a Purchase Dispute with regard to the Vehicle.
- (2) Vehicle Transported by Buyer (Vehicle not Driven or Towed). If Buyer arranges other transportation for the Vehicle that does not involve the Vehicle being either driven more than 100 kilometers or towed to Buyer’s location, Buyer must ensure that at the Vehicle Pick Up Time, Buyer’s Authorized Person conducts an Exterior Inspection of the Vehicle and specifically notes all damage or discrepancies on the Bill of Lading or other writing, which must be signed by Buyer’s Authorized Person and a person who is authorized to release the Vehicle from the grounding location (“**Grounding Location Person**”). If no Grounding Location Person is available at the Vehicle Pick Up Time, Buyer’s Authorized Person, in addition to describing any damage or discrepancies with regard to the exterior of the Vehicle in writing on the Bill of Lading or other writing, must call OL (telephone 866-966-5263) and describe the damage or discrepancies in detail to OL personnel at the Vehicle Pick Up Time.
- (3) Vehicle Driven or Towed. If Buyer arranges to have the Vehicle driven more than 100 kilometers or towed from the grounding location, Buyer’s Authorized Person must carefully inspect the Vehicle for any exterior damage and mechanical defects or discrepancies not disclosed on the vehicle condition report or vehicle detail page and also inspect the dash lights and odometer reading and write a description of any discrepancies from the vehicle condition report and vehicle detail page on the Bill of Lading, which must be signed by Buyer’s Authorized

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

Person and Grounding Location Person. If no Grounding Location Person is available at the Vehicle Pick Up Time, Buyer or Buyer's Authorized Person, in addition to describing the damage and discrepancies in writing on the Bill of Lading, must call OL (telephone: 866-966-5263) and describe the damage and/or discrepancies in detail to OL personnel at the Vehicle Pick Up Time.

3) Other Related Services.

- a) OL-Arranged Transportation. A Buyer may request that OL arrange transportation of a particular Vehicle on Buyer's behalf. OL provides this service for a fee and as a convenience for certain Buyers; however, OL does not warrant or otherwise endorse the services provided by the third party carrier. By selecting "OL-Arranged Transportation" or "CarsArrive transport" for a Vehicle on the OPENLANE.ca websites or by telephone instruction to an OPENLANE employee,, Buyer agrees to the terms in this Section 3(a) in addition to any terms set forth on the "OL-Arranged Transportation" or "CarsArrive" section of OPENLANE.ca:
 - i) Authorization to Arrange Transportation. By selecting "OL-Arranged Transportation" or "CarsArrive transport" for a specific Vehicle, Buyer authorizes and directs OL to arrange the transportation of such Vehicle on Buyer's behalf with a third party carrier.
 - ii) Payment of Fees Prior to Arrangement of Transportation. Buyer will pay OL the fee as shown on the applicable webpage under either "OPENLANE-Arranged Transportation" or OL's CarsArrive System for the transportation of the Vehicle on or before the Payment Due Date. Transportation will not be arranged until Buyer has paid the Total Payment Amount, including all Fees and Costs, including transportation Fees to OL.
 - iii) Standard Transport – Delivery Times are Estimates Only. The "Standard Transport" section of the applicable webpage on OPENLANE.ca or the CarsArrive System shows the estimated days until delivery. This estimate is based on a mileage algorithm and the start date is the date payment is received by OL. Note that this delivery date is an estimate only, and OL does not guarantee that the Vehicle will be delivered within that timeframe and is not liable for any costs associated with the late delivery of any Vehicle. In the event of a delay in delivery, OL will not assume or be responsible for any claims, including but not limited to: a) decreases in the value of a Vehicle arising between the time of purchase and delivery for depreciation or other reasons, b) storage costs, c) lost sales, d) financing or floor planning costs, and e) any other fees or costs incurred by the Buyer and/or passed-on by the Seller or carrier to the Buyer. (In certain geographic areas, OL offers an "Expedited Transport" service option, under which the Buyer may be refunded the transportation fee if the Vehicle is not delivered within a specified period of time.)
 - iv) Buyer's Obligation to Conduct Exterior Inspection at Delivery Time. Buyer must, at the time Buyer takes delivery of the Vehicle from the carrier (the "**Delivery Time**"), perform a careful visual

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

inspection of the exterior of the Vehicle for exterior damage or missing standard exterior equipment that is consistent with loss or damage during transport, including to glass (an “**Exterior Inspection**”) as against the description in the Bill of Lading and write a description of all discrepancies on the Bill of Lading before signing the Bill of Lading. Buyer must report any discrepancies between the original Bill of Lading and the condition of the Vehicle at Delivery Time to OL on or before the Transportation Damage Claim Deadline (as defined below).

- v) Risk of Loss. Risk of loss for a Vehicle remains with the Seller until the carrier, arranged on Buyer’s behalf by OL as a convenience to Buyer, picks up the Vehicle from the grounding location (the “**Vehicle Pick Up Time**”), at which point the risk of loss for the Vehicle is transferred to the Buyer. If the Vehicle is damaged in transit, OL will, as a convenience to Buyer, use commercially reasonable efforts to assist Buyer in making a claim against carrier or its insurer, but OL is not liable for any damage that occurs to the Vehicle in transit or any other liability or claim that may arise and relates in any way to the transport of the Vehicle. OL is not responsible for prosecuting a claim against the carrier or its insurer on Buyer’s behalf.
- vi) Transportation Damage Claim Initiation. A Buyer may initiate a claim for transportation damage on a Vehicle transported through OL-Arranged Transportation (a “**Transportation Damage Claim**”) by notifying OL via the online OPENLANE Customer Service Portal on or before the Transportation Damage Claim Deadline and OL will use its commercially reasonable efforts to assist in facilitating such claim. The “**Transportation Damage Claim Deadline**” is the day that is two calendar days after the Delivery Time, provided however that if the second calendar day falls on a day that is not a business day, then the Transportation Damage Claim Deadline is the next business day (For example, if the Vehicle is delivered to Buyer on Thursday, then the Buyer may initiate a Transportation Damage Claim on the following Monday.) and provided further that if Buyer does not pay the transportation fee to OL and arrange for OL-Arranged Transport on or before the Payment Due Date, OL may in its discretion cancel Buyer’s right to initiate a Transportation Damage Claim with regard to such Vehicle.
- vii) Indemnification. Buyer agrees to indemnify and hold harmless OL, and its subsidiaries and employees, from any and all claims, expenses, losses and costs associated with any personal injury, property damage or delay, that may occur and that relates in any way to the transportation of the Vehicle from the Vehicle Pick Up Time to the Delivery Time.
- b) OL-Arranged Inspection Services. A Seller or Buyer may request that OL arrange a third party inspection of a particular Vehicle on such Seller’s or Buyer’s behalf and either before or after the Transaction Date. OL provides this service for a fee and as a convenience for certain Eligible Participants; however, OL does not warrant or otherwise endorse the services provided by the third party.

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

- i) Seller-Ordered Inspection – Seller Retains Liability. As between a Seller and OL, the Seller (and not OL) is liable for any failure of the third party inspection company to adequately inspect the Vehicle or adequately disclose in the inspection report any discrepancy or defect of such Vehicle (See “OL-Arranged Third Party Inspection Services” on OPENLANE.ca).
 - ii) Post-Sale Inspection of Vehicle. Buyer may in certain circumstances request promptly after the Transaction that OL arrange a third party inspection of a Vehicle. OL will use commercially reasonable efforts to arrange for a third party inspection of such Vehicle as soon as practicable, which will take place at the grounding location. Seller will make the Vehicle available during normal business hours (or, if mutually agreed between inspection company and grounding location, after normal business hours) for inspection. Seller agrees that Vehicle Pick-Up Deadline will be extended until the date that is two business days after the PSI Process End Date. OL will as a convenience to Buyer review the inspection report prior to the Vehicle being transported to Buyer and may on Buyer’s behalf submit a Dispute Eligible Claim to Seller based on a discrepancy between Vehicle disclosures on the vehicle detail page and inspection report, as determined in OL’s reasonable judgment and in accordance with the Terms of Use. In addition, notwithstanding OL’s review of the PSI inspection report, Buyer may initiate a Purchase Dispute in accordance with the applicable Purchase Dispute Initiation Deadline (below). In no event will OL be liable to either Buyer or Seller for any failure by OL to correctly interpret the inspection report as against the Vehicle disclosures in the vehicle detail page. The date on which OL both completes its review of the PSI inspection report and determines a Final Dispute Award (if any) based on the PSI inspection report is the “**PSI Process End Date.**”
 - c) OL-Introduced Listing Agent. A Seller may retain a third party listing agent to inspect and/or prepare listings of Vehicles, and list and sell such Vehicles on Seller’s behalf in the Auction. OL may arrange such an introduction as a convenience only for Seller and may pay such listing agent a fee in certain circumstances; however, OL does not warrant the services provided by the third party listing agent to Seller. As between the Seller and OL, the Seller (and not OL) is liable for all actions and omissions of its third party listing agent, including any failure of the third party listing agent to adequately inspect Vehicles and/or prepare vehicle detail pages.
- 4) **Purchase Dispute Guidelines.** We strive to be the most efficient and fair auction for both Buyers and Sellers of wholesale Vehicles. We have developed our purchase dispute guidelines in an effort to make them appropriate for an online auction and yet familiar to Buyers and Sellers that are accustomed to physical auctions. There are, however, important differences between our purchase dispute guidelines and those of a physical auction, and both Buyers and Sellers should read all of the Terms of Use, including this section, carefully before listing, selling, buying or transporting a Vehicle. The following purchase dispute guidelines (the “Standard Purchase Dispute Guidelines”) govern the resolution of most disputes between Buyers and Sellers arising from the purchase and/or sale of Vehicles on the Auction, provided however that certain Sellers have purchase dispute guidelines that differ from the Standard Purchase Dispute Guidelines (the “Seller-Specific Purchase Dispute Guidelines”). The Seller-Specific Purchase Dispute Guidelines are

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

set forth or linked to on the applicable vehicle detail page. The Standard Purchase Dispute Guidelines, as amended by the applicable Seller-Specific Purchase Dispute Guidelines, are the “Purchase Dispute Guidelines.” As a Buyer or Seller, you understand and agree that, by accessing or using the Auction, you agree to abide by the Purchase Dispute Guidelines. A Buyer’s failure to comply with the Purchase Dispute Guidelines may result in the rejection of the claim, the assessment of penalty fees and/or the suspension of Buyer’s rights to use the Auction. A Seller’s failure to comply with the Purchase Dispute Guidelines may result in the assessment of penalty fees and/or the suspension of the Seller’s rights to use the Auction. OL reserves the right to waive any provision of the Purchase Dispute Guidelines if OL determines, in its sole discretion that the provision operates in an unfair or unreasonable manner in a given instance.

a) Initiation of a Purchase Dispute.

i) Buyer must complete Transaction. In order to initiate a purchase dispute regarding a Vehicle (a “**Purchase Dispute**”), Buyer must: (1) take possession of the Vehicle, (2) initiate the Purchase Dispute on or before the applicable Purchase Dispute Initiation Deadline and (3) pay the Total Payment Amount to OL, provided however that in an exceptional circumstance, such as a clear error in the Transaction or a material change in the Vehicle’s description on the vehicle detail page after Buyer has bid, then OL may consider canceling the Transaction prior to Buyer paying for and taking possession of the Vehicle.

ii) Purchase Dispute Initiation Deadline means the following:

(1) If Buyer selects OL-Arranged Transportation on or before the second business day after the Transaction Date, the Purchase Dispute Initiation Deadline for any Purchase Dispute (other than for failure to timely deliver Good Registration of Ownership or failure to disclose Registration Brands or Grey Market Vehicle Status) is the date that is two calendar days after the Delivery Time, provided however that if the second calendar day falls on a day that is not a business day, then the Purchase Dispute Initiation Deadline is the next business day (For example, if the Vehicle is delivered to Buyer on Thursday, then the Buyer may initiate a Purchase Dispute on the following Monday.) and provided further that if Buyer does not pay the Total Payment Amount to OL by the Payment Due Date, OL may in its discretion cancel Buyer’s right to initiate a Purchase Dispute with regard to such Vehicle.

(2) If Buyer does not use OL-Arranged Transportation to transport the Vehicle or if Buyer uses OL-Arranged Transportation but does not select OL-Arranged Transportation on or before the second business day after the Transaction Date, the Purchase Dispute Initiation Deadline for any Purchase Dispute (other than for failure to timely deliver Good Registration of Ownership or failure to disclose Registration Brands or Grey Market Vehicle Status) is the date that is fourteen (14) calendar days after the Transaction Date or the PSI Process End Date (if applicable). Note that in this instance the Purchase Dispute Initiation Deadline is tied to the Transaction Date and not the Delivery Time. Thus, the Purchase Dispute Initiation Deadline may be missed (and the

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.

Contact your sales representative at **866-966-5263**, if you have questions.

Vehicle will be ineligible for Purchase Dispute) if there is any delay: (i) in selecting OL-Arranged Transport as Buyer's transport option, (ii) in transporting the Vehicle or (iii) in paying by the Buyer (because transportation cannot be arranged until the Buyer pays the Total Payment Amount), whether as a result of a post-sale inspection of the Vehicle or any other reason.

- (3) The Purchase Dispute Initiation Deadline for failure to disclose a Registration Brand or Grey Market Status is seven (7) days after Buyer's receipt of registration of ownership, provided however that if a Registration Brand or Grey Market Status: (i) appears on a Carfax, CarProof, UCDA, AutoCheck or similar vehicle history report (a "**Vehicle History Report**") ordered by Buyer within forty five (45) days after the Transaction Date, then such deadline is the earlier of five (5) business days after the earlier of (1) discovery of such Registration Brand or Grey Market Status or (2) the date of such Vehicle History Report, or (ii) does not appear on such timely ordered Vehicle History Report, then such deadline is extended to the earlier of five (5) business days after discovery of such Registration Brand or Grey Market Status and one year after the Transaction Date.
- (4) Notwithstanding the above, after OL notifies Buyer by phone or in writing (including by email) of the Final Dispute Award with regard to a Purchase Dispute for a given Vehicle brought under either subsection (1) or (2) of this subsection, Buyer may not initiate any additional or revised Purchase Dispute under either subsection (1) or (2) of this section with regard to such Vehicle.
- iii) Eligible Claims for Purchase Dispute initiated by Buyer that is not a Grounding Dealer. A Buyer that is not a Grounding Dealer may initiate a Purchase Dispute for an eligible claim described in the applicable vehicle listing category set forth in Section 2(e)(iii)(1) (in each case, a "**Dispute-Eligible Claim**").
- iv) Eligible Claims for Purchase Dispute initiated by Buyer that is a Grounding Dealer. Notwithstanding anything to the contrary herein, if the Buyer is in possession of the Vehicle immediately prior to the Transaction on the Transaction Date (a "**Grounding Dealer**"), Buyer may initiate a Purchase Dispute only in the event of: (1) an undisclosed Odometer Problem or (2) undisclosed Registration Brand or Grey Market Status.
- v) Additional Limit on Initiating a Purchase Dispute on a Cross-Border Vehicle Purchase. A buying Dealer may not initiate a Purchase Dispute with regard to a Vehicle for any reason if the Vehicle has been transported outside of the country of the Vehicle's grounding location on the Transaction Date.
- vi) No Driving Other Than Test Drive Prior to Initiation of Purchase Dispute. A buying Dealer may not initiate a Purchase Dispute with regard to a Vehicle if the Vehicle has been driven other than in a test drive not exceeding twenty (20) kilometers.

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

b) Purchase Dispute Process.

- i) Buyer Initiation on or before Purchase Dispute Initiation Deadline. A Buyer may initiate a Purchase Dispute with regard to a vehicle by submitting via the OPENLANE “arbitration” portion of the OPENLANE.com website on or before the Purchase Dispute Initiation Deadline (the “**Purchase Dispute Initiation Date**”) and reporting the following information: Buyer’s name and telephone number; contact person at Buyer and telephone number; Vehicle VIN, model and year; Delivery Time; and a description of the Dispute-Eligible Claims. In certain circumstances, Buyer may be asked to submit their Purchase Dispute information to a particular email or fax number.
- ii) Buyer Provision of Supporting Documentation on or before Documentation Deadline. The Buyer will promptly (but in any event on or before four (4) business days after the Purchase Dispute Initiation Date) provide documentation supporting the Dispute-Eligible Claim to OL, including but not limited to: (i) the original description of the Vehicle in the vehicle condition report and/or vehicle detail page, (ii) digital photographs of the defect(s) underlying the Dispute-Eligible Claim, (iii) wholesale (not retail) repair estimates from a reputable source and (iv) Bill of Lading or other document from carrier, if applicable. Please note that information that appears on a Vehicle History Report ordered by Buyer is not sufficient evidence (in and of itself) of a Dispute-Eligible Claim other than a claim regarding an undisclosed Registration Brand or Grey Market Status.
- iii) OL Assistance in Purchase Dispute Resolution; OL’s Decision is Final and Binding on Buyer and Seller. OL will review the documentation provided by Buyer and any other materials in OL’s discretion and will facilitate a good faith resolution of the Dispute-Eligible Claim between Buyer and Seller. If the Buyer and Seller are unable to reach a mutually acceptable solution, they hereby appoint OL to serve as arbitrator and empower it to render a final, binding decision in settlement of the dispute, by which decision they agree to abide. It is understood that, as arbitrator, OL will grant any remedy or relief that it deems just and equitable under the circumstances. Buyer and Seller agree to exculpate OL from any claims in connection with any decision that OL renders in connection with the Purchase Dispute.
- iv) Final Dispute Award. If OL determines, in its sole discretion, that the claim is a Dispute-Eligible Claim, then Seller or OL may: (1) elect to cancel the Transaction, or (2) elect to have Seller pay OL (and OL will pay such amount to Buyer) a purchase price adjustment based on the estimated wholesale cost of repair or replacement of the defect or discrepancy in question as determined by OL in its sole discretion (the “**Purchase Price Adjustment**”). If the Transaction is cancelled, Seller will pay the cost of transporting the Vehicle from Buyer’s location to a location designated by Seller (but solely if the Vehicle is not transported to a physical auction site), pay the applicable void fee and refund Buyer certain out-of-pocket costs, such as the cost of transportation of the Vehicle to Buyer (if applicable) and the cost of certain repair and reconditioning work (if applicable and in accordance with Section 4(b)(vi)(1)) (the “**Cancellation Refund Amount**”). The Cancellation

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

Refund Amount or Purchase Price Adjustment, including any fees assessed by OL on Seller in connection with the Purchase Dispute process, is the “**Final Dispute Award.**”

- v) Payment of Final Dispute Award. Seller agrees to remit the Final Dispute Award to OL on or before three (3) business days after OL’s notification in writing to Buyer and Seller of the Final Dispute Award (the “**Award Documentation Date**”). OL will remit the Final Dispute Award, less any Fees, on the earlier of: (i) two (2) business days after the date on which OL has received the Final Dispute Award from the Seller, and (ii) up to fourteen (14) calendar days after the Award Documentation Date. OL may withhold (or offset) such funds to Buyer if: (i) Good Registration of Ownership is not returned (when applicable), (ii) Buyer has unresolved past due amount payable to OL, and/or (iii) OL determines that the Vehicle’s condition has changed while in the Buyer’s possession. In the event of any late payment of a Final Dispute Award by Seller, OL may assess late payment penalties of \$10 per day (or the maximum allowable by law) or offset any such amount against other amounts payable to Seller pursuant to Section 2(d)(vi).

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

vi) Buyer's Obligations regarding Vehicle during Purchase Dispute process.

(1) Repairs Made Prior to Initiation of Purchase Dispute. Buyer is liable for any and all repair, reconditioning or other work done to the Vehicle prior to Buyer's initiation of a Purchase Dispute, provided that Seller is liable for and will pay up to \$400 in verifiable reconditioning expense for such work that has been done on a Vehicle that is subject to a Purchase Dispute for Seller's failure to deliver Good Registration of Ownership by the applicable deadline or disclose Registration Brands.

(2) No Repairs Made After Initiation of Purchase Dispute. If the Transaction is cancelled, Buyer will not be reimbursed for any repair, reconditioning or other work done to the Vehicle after Buyer's initiation of the Purchase Dispute.

(3) Buyer will care for Vehicle. Buyer will not use any Vehicle on which it has initiated a Purchase Dispute and must exercise reasonable care to preserve and store the Vehicle (at Buyer's own expense, and not Seller's or OL's) until the Purchase Dispute has been resolved and Seller has taken possession of the Vehicle. Risk of loss of the Vehicle remains with the Buyer until the Vehicle is picked up from Buyer's location. If the Transaction is cancelled, Buyer will make the Vehicle available for pickup by Seller (or Seller's authorized agent) and Vehicle will be in the same or better condition than it was at Vehicle Pick Up Time, unless Buyer has submitted a claim for damage as a result of OL-Arranged Transportation. Buyer will not charge any parking, marshalling or other fee in connection with its maintenance of the Vehicle pending the resolution of the Purchase Dispute. Buyer will be charged the cost of damage repair and/or assessed a penalty fee for any breach of this provision.

c) Right to Exclude Specific Buyer from Eligibility for Purchase Disputes. A non-Dealer Seller may give written notice to a specific Buyer (with a copy to OL mailed to OPENLANE, Inc., 2200 Bridge Parkway, Suite 202, Redwood City, California, USA, 94065, USA, attn: General Counsel) that such Buyer will not be able to initiate a Purchase Dispute with regard to any Vehicle purchased from such Seller at any time from and after the date that is thirty (30) days after the date Buyer receives such notice from Seller, and such Buyer will not be able to initiate a Purchase Dispute for any Vehicle purchased from such Seller after such deadline for any reason.

5) **Ownership.** OL exclusively owns all right, title and interest in and to the Auction, and all intellectual property rights therein. As between Eligible Participant and OL, OL retains all right, title and interest in and to, and ownership of, all intellectual property rights in, any software programs, tools, specifications, APIs, interfaces, data (including listing and transaction data), concepts, knowhow, processes or techniques used or developed by OL or its employees or subcontractors in connection with developing the Auction, customizing the Auction, or otherwise making the Auction available to Eligible Participant. The materials on the Auction are the property of OL or its licensors, and are protected by copyright laws, Federal and

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

Provincial laws and regulations, and international conventions. Except as expressly provided in these Terms of Use, Eligible Participant may not distribute, transmit, display, reproduce, modify, create derivative works from, or otherwise exploit any of the material on the Auction. Eligible Participant may not use automated means, such as robots, screen scrapers, or spiders, to collect and/or index any information contained on the Auction. Eligible Participant may display and occasionally print a single copy of any page of the Auction for its own fair use, but may not otherwise reproduce any material appearing on the Auction without OL's prior written consent. The trade name "OPENLANE" and our associated marks and logos are the trade-marks of OPENLANE, Inc., and Eligible Participant may not use them. By submitting material to the Auction, Eligible Participant (i) represents that it owns the material, or is submitting the materials with the express consent of the owner; and (ii) grants to OL a perpetual, royalty-free, transferable license to the material, including the right to modify the material, to use such material for the Auction and other associated purposes. Eligible Participant represents and warrants that all moral rights to the material have been waived, and that OL can edit or modify this material for use in the Auction.

- 6) **Privacy.** Please read OL's privacy policy as shown under "Privacy Policy" on OPENLANE.ca. Eligible Participant hereby accepts and agrees to the Privacy Policy.
- 7) **Warranty Disclaimer.** OL AND ITS AFFILIATES PROVIDE THE AUCTION AND ALL RELATED SERVICES TO ELIGIBLE PARTICIPANT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND HEREBY DISCLAIM ALL EXPRESS AND IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO ELIGIBLE PARTICIPANT'S USE AND ACCESS OF THE AUCTION AND ANY RELATED SERVICES, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY REPRESENTATIONS OR WARRANTIES THAT MAY BE CREATED THROUGH COURSE OF DEALING OR USAGE OF TRADE. IF ELIGIBLE PARTICIPANT RELIES ON THE AUCTION OR ANY INFORMATION, PRODUCT OR RELATED SERVICE MADE AVAILABLE THROUGH THE AUCTION, ELIGIBLE PARTICIPANT UNDERSTANDS AND AGREES THAT IT DOES SO AT ITS OWN RISK. ELIGIBLE PARTICIPANT UNDERSTANDS THAT THERE MAY BE INTERRUPTIONS, DELAYS, INACCURACIES, OMISSIONS, AND/OR OTHER PROBLEMS WITH THE INFORMATION, PRODUCTS, AND SERVICES PUBLISHED OR OFFERED ON THE AUCTION, AND THAT OL WILL NOT BE LIABLE TO ELIGIBLE PARTICIPANT OR TO ANY THIRD PARTY THEREFOR. OL DOES NOT WARRANT ANY INFORMATION, GOODS, OR SERVICES THAT ARE REFERRED TO, ADVERTISED, PROMOTED ON OR SOLD THROUGH THE AUCTION, NOR DOES OL WARRANT THAT THE AUCTION WILL BE ERROR FREE, CONTINUOUSLY AVAILABLE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. OL HAS NO OBLIGATIONS WHATSOEVER TO REVIEW, SCRUTINIZE OR VERIFY THE CONTENT OR FORMAT OF ANY INFORMATION PROVIDED TO IT BY ELIGIBLE PARTICIPANTS OR POSTED ON THE AUCTION BY ELIGIBLE PARTICIPANTS.
- 8) **Waiver of Consequential Damages.** IN NO EVENT WILL OL OR ANY OF ITS AFFILIATES BE LIABLE TO ELIGIBLE PARTICIPANT OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, DATA, BUSINESS

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

OR PROFITS, OR THE COST OF OBTAINING SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF OR IN CONNECTION WITH ELIGIBLE PARTICIPANT'S USE OF OR ACCESS TO THE AUCTION OR ANY RELATED SERVICES (INCLUDING BUT NOT LIMITED TO OL-ARRANGED TRANSPORTATION), WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT OL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

- 9) **Limitation of Total Liability.** OL'S TOTAL LIABILITY TO ELIGIBLE PARTICIPANT IN CONNECTION WITH A TRANSACTION OR ANY OTHER RELATED SERVICES PROVIDED BY OL TO ELIGIBLE PARTICIPANT FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THREE TIMES THE FEES PAID BY ELIGIBLE PARTICIPANT TO OL IN CONNECTION WITH THE TRANSACTION OR OTHER RELATED SERVICES, PROVIDED HOWEVER THAT ELIGIBLE PARTICIPANT MUST NOTIFY OL WITHIN THREE BUSINESS DAYS AFTER THE DATE ON WHICH LIABILITY WAS INCURRED. IF ELIGIBLE PARTICIPANT DOES NOT NOTIFY OPENLANE IN WRITING WITHIN SUCH THREE BUSINESS DAY PERIOD, ANY AND ALL LIABILITY IS WAIVED. ELIGIBLE PARTICIPANT AGREES THAT THE FEES CHARGED BY OL ARE BASED ON ELIGIBLE PARTICIPANT'S ACCEPTANCE OF THE ALLOCATION OF RESPONSIBILITY AND LOSS AFFECTED BY THESE TERMS OF USE AND, IN PARTICULAR, THIS SECTION.
- 10) **Release.** If an Eligible Participant has a dispute with one or more Eligible Participants or any third party service provider with regard to the Auction or services rendered by such third party service provider, the complaining Eligible Participant releases OL (and its officers, directors, agents, employees and affiliates) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.
- 11) **Indemnification.** Eligible Participant hereby indemnifies and holds harmless OL and its subsidiaries (and each of their officers, directors, agents, employees and affiliates) from and against any and all claims, demands, losses and expenses, including reasonable attorneys fees, made by any third party due to or arising out of: (1) Eligible Participant's breach of these Terms of Use, (2) the failure of any representation or warranty of Eligible Participant contained in these Terms of Use to be accurate, (3) Eligible Participant's gross negligence or willful misconduct, (4) the breach of, or default under, any agreement or transaction in to which Eligible Participant enters into with another Eligible Participant or a third party service provider, (5) Eligible Participant's violation of any law or the rights of a third party, which may arise out of or relate to Eligible Participant's access to or use of the Auction or any related services or (6) any services provided to Eligible Participant by a third party service provider.
- 12) **Links to Other Sites.** For Eligible Participant's convenience, the Auction may contain links to other websites, including websites promoting automotive products and services that are not operated by OL. OL does not control these websites and is not responsible for the content, products or services available through these sites, nor the practices, privacy and data security promises of the owners and operators of these websites. The availability of these links should not be construed as an endorsement of such content,

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

products or services or regarding the owners and operators of these websites. Eligible Participant releases OL and its affiliates from any damages that Eligible Participant may incur, and agrees not to assert any claims against OL and its affiliates, arising from Eligible Participant's use of these third-party websites or from Eligible Participant's purchase or use of any third-party provided product or service.

13) Miscellaneous Provisions. These Terms of Use are governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and will be treated in all respects as an Ontario contract, with regard to the conflicts of laws. Subject to Section 3 of this Agreement regarding Purchase Disputes, Eligible Participant hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario. Any waiver of breach or default by OL pursuant to these Terms of Use must be in writing, and will not be a waiver of any other subsequent default. Failure or delay by OL to enforce any term or condition of these Terms of Use will not constitute a waiver of such term or condition. If any provision herein is held to be invalid or unenforceable for any reason, such provision will be enforced to the maximum extent permitted by law and the remaining provisions of these Terms of Use will continue in full force without being impaired or invalidated in any way. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. The parties to these Terms of Use are independent contractors, and these Terms of Use will not establish any relationship of partnership, joint venture, employment, franchise or agency between Eligible Participant and OL. The exercise by either party of any remedy under these Terms of Use will be without prejudice to its other remedies under these Terms of Use or otherwise.

14) Confidential Information. "Confidential Information" means any information not generally known by the public and that relates to OL's business, the Auction or related services and that is disclosed to Eligible Participant by OL, whether in writing, or in oral, graphic, electronic or any other form, including without limitation any (a) know-how, idea, invention, process, technique, algorithm, software, program (whether in source code or object code form), hardware, device, design, schematic, drawing, formula, data, plan, strategy or forecast and (b) technical, engineering, marketing, servicing, product, financial, personnel and other information and materials of OL and its employees, consultants, investors, parents, subsidiaries, licensors, suppliers, vendors, customers and other persons and entities. Eligible Participant agrees that (i) the Confidential Information is non-public and confidential and will remain at all times the property of OL, (ii) Eligible Participant will use the Confidential Information for the sole purpose of performing this Agreement and for no other purpose, and (iii) Eligible Participant will take the same degree of care that it uses to protect its own confidential information of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Confidential Information. Eligible Participant agrees that, the provisions of this Section 14 will survive the termination of this Agreement. Confidential Information will not include any information that (1) is already known to the public or Eligible Participant (as evidenced by Eligible's then existing files) before disclosure by OL, (2) is rightfully received by Eligible Participant from a third party without similar restriction and without breach of this Agreement, (3) is independently developed by Eligible Participant without breach of this Agreement, (4) is disclosed pursuant to law or regulation, provided that

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

the Eligible Participant uses reasonable efforts to give OL reasonable advance notice of such required disclosure in order to enable OL to prevent or limit such disclosure.

- 15) **English language.** It is the express wish of the parties that this Agreement and any related documents be drawn up in the English language. Les parties confirment qu'il est leur volonté expresse et réciproque que ce contrat et tout document qui s'y rattache soient rédigés en anglais.
- 16) **Entire Agreement.** If a Seller or Buyer has a separate, written and executed agreement (not email exchange) with OL with regard to listing, selling and/or purchasing Vehicles on the OL open Auction (a "**Separate Agreement**"), then, to the extent that any of the provisions in these Terms of Use directly conflict with the provisions of such Separate Agreement, then the provisions of the Separate Agreement and not the directly conflicting provisions of these Terms of Use will govern during the term of the Separate Agreement. Except with regard to any directly conflicting terms contained in a Separate Agreement, these Terms of Use constitute the entire agreement between the parties with respect to the subject matter of these Terms of Use and supersede any previous and contemporaneous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof. The parties will interpret the Terms of Use and Separate Agreement in a manner that gives as much effect as possible to both provisions.
- 17) **Fee Schedule.** Below is a listing of fees that OL may charge to Buyers and/or Sellers. Please note that these fees may be superseded by fee provisions in a separate agreement and/or special marketing promotions.
- a) Buyers' fees:
- i. Vehicle buy fee. Vehicle buy fees are disclosed on the relevant Vehicle Detail Page and Bid Confirmation Page, and are determined by the Seller, the final vehicle price, and in consideration of any Separate Agreement the Buyer may have with OL.
 - ii. Vehicle transportation fee. Vehicle transportation fees are disclosed on the relevant Vehicle Detail Page, Bid Confirmation Page, Transport Quick Quote, and/or Transport Create Order Page. These fees are determined by, among other things, the vehicle distance and degree of difficulty.
 - iii. Payment method fee: OL may charge Buyers and Sellers fees for different payment methods selected for the Transaction as disclosed on the appropriate Bid Confirmation Page.
 - iv. Late payment fee: \$10/day plus 1.5%/month of the Transaction Price
 - v. Returned cheque for insufficient funds fee: \$250
- b) Sellers' Fees:
- i. Vehicle listing fee: Fees are disclosed on the relevant Vehicle Listing Page and Listing Confirmation Page, and are determined by the current fee structure and in consideration of any Separate Agreement the Seller may have with OL.

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.

- ii. Sales success fee: Fees are disclosed on the relevant Vehicle Listing Page and Listing Confirmation Page, and are determined by the current fee structure and in consideration of any Separate Agreement the Seller may have with OL.
- iii. Inspection arrangement fee: Dependent on volume, Vehicle grounding location, and type of inspection.
- iv. Arbitration fee: Fees payable by Seller in connection with the following:
 - 1. A “**Double Sale Fee**” will be charged to the Seller for cancellation of Transaction due to double sale of a vehicle. A Double Sale Fee of \$250 will be charged on the first such instance, and a Double Sale Fee of \$500 will be charged on each subsequent instance.
 - 2. A “**Void Fee**” will be charged to the Seller as follows: \$300.00 for cancellation of Transaction in a situation where the Vehicle has not left the original grounding location but where no Double Sale Fee was paid, or
 - 3. \$400.00 for cancellation of Transaction in a situation where the Vehicle has left the original grounding location.
- v. In addition to the Void Fee above, OL may charge Seller to reimburse Buyer for certain out-of-pocket costs incurred by Buyer in connection with the cancelled Transaction, such as transportation of the Vehicle to the Buyer, transportation dry run fee(s) (not to exceed the standard cost of transporting the Vehicle to the Buyer, as determined in OL’s reasonable discretion) and certain repair/reconditioning costs, if applicable and solely pursuant to Section 4(b)(vi)(1).

For full details on the **OPENLANE.ca** Terms of Use, please go to www.OPENLANE.ca.
Contact your sales representative at **866-966-5263**, if you have questions.