

ADDENDUM

This Agreement describes the terms and conditions applicable to your use of our services on the ChryslerDirect.com website. By logging on the system, you certify that you accept the terms and conditions of this Agreement and agree to abide by all rules and conditions of this Agreement. If you do not accept these terms and conditions, or if you have any questions, please contact our support desk at 480-556-5242 for more information.

1. **Membership Eligibility**

- a) Chrysler Group LLC. (Chrysler) services are available only to individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, Chrysler's services are not available to minors. If you do not qualify, please do not use Chrysler's services. Further, Chrysler's services are not available to suspended or terminated Chrysler franchise dealers.
- b) ChryslerDirect.com is a specialized service targeted to franchise dealers and other authorized individuals. Access to purchase vehicles on ChryslerDirect.com is open only to current franchise and bonded automotive dealers who have registered with Chrysler and who are not suspended from the site.
- c) Accounts are assigned to individual buyers upon request by the Dealer and should not be shared. Additional accounts related to the Dealer will be created by Chrysler upon written request by the Dealer. It is the responsibility of the Dealer to notify Chrysler to terminate an individual's account.
- d) Chrysler reserves the right to terminate any Dealer's access to the ChryslerDirect.com website at any time and without notice.

2. **Chrysler Group Remarketing Vehicle Purchase and Sale Restrictions**

- a) No Cross-Line Buying. You may only purchase Chrysler Group Remarketing vehicles that are of the same line(s) than your dealership(s), except as published from time to time as an Operations Bulletin sent to ADESA / Openlane. Typically cross-line buying is allowed on previous and prior model years.
- b) All Chrysler Group Remarketing inventory are used vehicles and do not qualify for dealer/retail new vehicle incentives.
- c) You cannot wholesale company and current model year vehicles purchased from Chrysler Group Remarketing inventory until 45 days from the date of purchase.
- d) Dealers who use the ChryslerDirect.com site to purchase a vehicle that has been grounded at their dealership cannot resell that vehicle to the original lessee.
- e) Dealers who retail grounded vehicles without first purchasing the vehicle through the appropriate channel will be forced to pay the ChryslerDirect.com "click-and-buy" price for that vehicle. This action will also result in the suspension ChryslerDirect.com from purchasing as the grounding dealer in the future.
- f) Neither company will authorize reimbursement for any repairs done on vehicles purchased on ChryslerDirect.com.

3. **Miscellaneous.**

- a) Chrysler shall not be liable for costs associated with system downtime or other system failures.

b) Dealer may not assign this Agreement and/or any of its rights and/or obligations hereunder (by operation of law or otherwise) without the prior written consent of Chrysler and any such attempted assignment shall be void. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Chrysler's failure to enforce Dealer's strict performance of any provision of this Agreement will not constitute a waiver of Chrysler's right to subsequently enforce such provision or any other provision of this Agreement.

c) This Agreement, including its exhibits which are incorporated herein by this reference, constitutes the complete and exclusive statement of the Agreement between the parties and supersedes all proposals, oral or written, and all other representations, statements, negotiations and undertakings relating to the subject matter.

d) No change in, addition to, or waiver of any of the provisions of this Agreement shall be binding upon either party unless in writing signed by an authorized representative of such party. No waiver by either party of any breach by the other party of any of the provisions of this Agreement on any one occasion shall be construed as a waiver of that or any other provision on any other occasion.

e) Chrysler and Dealer agree that Dealer is an independent contractor and that no partnership, agency or similar-type relationship is created by virtue of this Agreement.

f) Dealer shall comply with all applicable laws, statutes, ordinances and regulations regarding Dealer's use of Chrysler's service and Dealer's bidding on, listing, purchase, solicitation of offers to purchase, and sale of items.

4. Disclaimer of Warranties.

a) Chrysler's services are provided on an "as is" and "as available" basis, and Chrysler makes and Dealer receives no warranty expressed or implied and expressly excluded all warranties of merchantability and fitness for a particular purpose. Nothing set forth in this agreement shall be deemed to guarantee or warrant continuous, timely, secure, or error free operation. Chrysler does not in any way warrant the results that may be obtained from the use of the service or the accuracy or reliability of any information obtained through these services.

b) Dealer acknowledges that the provision of services in connection with this agreement is based on certain forces beyond the reasonable control of Chrysler, including, without limitation, Internet traffic, and third-party service provider failure ("external forces"). In no event shall Chrysler have any liability (including, without limitation, direct, consequential, special, indirect, exemplary, incidental or otherwise), for any failure to perform in any way, to the extent any such failure results from external forces.

c) In addition to the foregoing, Chrysler shall not be liable for any consequential, special, indirect, exemplary or incidental damages, including, without limitation, lost profits, lost data, the cost or procuring replacement services, or any other damages relating in any way to this agreement, including, without limitation, those arising from any failure or inability of Chrysler to provide, or Dealer to use, these services, even if it has been advised as to the possibility of such damages.

d) Dealer hereby releases Chrysler from any and all obligations, liability, claims, or demands relating to this agreement in excess of the limitation provided for in this section. The parties acknowledge that the limitations set forth in this section are integral to the amount of fees levied in connection with the

services rendered hereunder and that, were Chrysler to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher.

5. **Indemnity.**

Dealer will indemnify, defend and hold Chrysler and our affiliates, officers, directors, agents, and employees, harmless from and against any and all Losses resulting from or arising out of any Action brought by or against Chrysler alleging: (a) with respect to the Dealer's business, infringement or misappropriation of any intellectual property rights; defamation, libel, slander, obscenity or violation of the rights of privacy or publicity; or any other offensive, harassing or illegal conduct or violation of this Agreement; (b) any other damage arising from the Dealer's business, including, without limitation, to any of Dealer's customers.

OPENLANE US, Inc.
Terms and Conditions
Effective Date: June 16, 2023

These Terms and Conditions (“**Terms and Conditions**”), as set forth herein and which may be amended from time to time, shall govern the relationship and become a part of any and all transactions hereafter undertaken by, between, and among OPENLANE US, Inc. (“**OL**”) and the persons or entities using OL’s services (“**Customer**”). These Terms and Conditions and any amendments to them will be effective immediately upon the Effective Date. Customer’s access or use of OL’s services following the Effective Date will constitute full acceptance of the then current Terms and Conditions. OL complies with National Auto Auction Association’s (“**NAAA**”) policies, which are incorporated herein by reference, except as set forth in Section 15 below. These Terms and Conditions incorporate by reference the OPENLANE US, Inc. Privacy Notice and the OPENLANE.com Website Use Agreement, each of which are published at www.openlane.com.

I. GENERAL TERMS

1. Scope and Purpose. OL conducts periodic online remote auction sales, both in real time and virtually (collectively “**Sales**”). OL’s Sales offer principally, but not exclusively, transportation-related consigned goods, including automobiles, motorcycles, recreational vehicles, power equipment, vessels, and recreational watercraft (collectively, “**Vehicles**”). Customer wishes to participate in the Sales (via its “**Authorized Representative(s)**”, as defined below), and voluntarily agrees to these Terms and Conditions in consideration of OL permitting such participation. Breach of these Terms and Conditions may result in the assessment of penalties, and/or temporary or permanent suspension of auction privileges.
2. Customer’s Eligibility. Customer warrants that Customer is a licensed retail or wholesale dealer of one or more types of Vehicle(s) (collectively, “**Dealer**”) and/or a corporation or other legal entity that is otherwise legally eligible to purchase or sell Vehicles at wholesale auto auctions. Customer agrees that these Terms and Conditions shall apply to all transactions by which Customer sells consigned Vehicles as “**Seller**”, or in which Customer purchases consigned Vehicles as “**Buyer**”. Customer acknowledges that its participation as Buyer or Seller, or to participate in certain Sales events, may be limited by applicable law, the scope of the Customer’s license, or other rules of eligibility, as may be determined in OL’s sole discretion.
3. Customer Registration. OL participates in the AuctionACCESS® registration system. Upon completion of the AuctionACCESS® registration package, Customer and each of its Authorized Representative(s) will be issued an AuctionACCESS® number and digital identification card (“**Auction Card**”) authorizing it to buy and/or sell Vehicles on all OL online sales platforms. In addition to registering through AuctionACCESS®, Customer must also register through OL’s online system in order to receive a username and password.
4. Sharing of Auction Card and/or Username/Password. Sharing or lending the Auction Card, Auction ACCESS® number, and/or username and password is strictly prohibited. Customer is responsible for maintaining the confidentiality and security of its Auction Card, its AuctionACCESS® number, and/or its username and password. Customer will be liable and responsible for all actions, omissions, failures to act, and/or transactions conducted in Customer’s name with any Auction Card and/or username or password issued to Customer or any of its Authorized Representatives, regardless of whether such action, omission, failure to act, and/or transaction was actually approved or authorized by Customer. Please immediately notify OL in writing upon the discovery of any unauthorized use of an Auction Card, AuctionACCESS® number, and/or username and password.
5. Authorized Representatives/Authorized Users. Customer authorizes the person(s) designated in the Customer application and other document as “**Authorized Representative(s)**” or “**Authorized User(s)**” to take or perform the following actions with respect to Vehicles: (a) purchase and/or sell Vehicles on behalf of Customer including completion and execution of documents conveying title, including endorsement of the certificate of title, odometer statements, bills of sale, and other similar documents in connection with the sale of all Vehicles; and/or (b) complete and execute on behalf of Customer checks and/or drafts in connection with the purchase or sale of Vehicles; and (c) to finance purchases using any floor plan lender with whom Dealer has an authorized account and which offers service to OL. The authority of the Authorized Representatives shall continue in full force and effect until terminated by Dealer. The addition or removal of Authorized Representatives or placement of any restriction on the authority of any Authorized Representative must be done in writing or electronically, and submitted to OL according to procedures and/or with appropriate forms as may be developed by OL or AuctionACCESS® from time to time. Attempted oral revocation, alteration, or naming of additional Authorized Representatives shall be of no effect whatsoever. Customer guarantees, as principal, all transactions made at OL by its Authorized Representatives, irrespective of any dispute regarding the actual authority to do the specific transaction. Authorized Representatives must be at least eighteen (18) years of age. OL, at its sole discretion, reserves the right not to do business with any Customer and/or Authorized Representative.

6. Eligibility and Applicable Rules. These Terms and Conditions, as may be supplemented or altered by additional requirements imposed by OL, (collectively, "**Auction Rules**") shall govern Customer's participation at OL and be deemed part of the Terms and Conditions of all Vehicle transactions at OL. The relationship between OL and Customer is terminable at will by either party, with or without prior notice, and termination by either party shall not relieve either party of its obligations arising before the termination. OL reserves the right to refuse to or terminate doing business with any Customer, and to place additional conditions or restrictions upon any Customer's activities at OL. By participating in a Sale, Customer represents that it is: (a) appropriately licensed in one or more states, or under the applicable laws of a country outside the United States; (b) registered with OL, in addition to AuctionACCESS®; and (c) subject to the Terms and Conditions contained herein and any other applicable Auction Rules. Customer's registration with OL shall constitute: (1) authorization to OL to investigate the credit history of Customer, including obtaining, from time to time, credit history reports of Customer's principals and Authorized Representatives, and (2) authorization to release any information whatsoever regarding Customer to any subsidiary or other affiliate OL and Customer's active floor plan company, including but not limited to Automotive Finance Corporation ("**AFC**"). Failure of Customer and/or its Authorized Representatives to comply with any or all of the Terms and Conditions set forth herein may result in the suspension or termination of Customer's and/or Authorized Representative's privileges of transacting business with OL and its affiliates.
7. Prohibited Conduct. Customer and its Authorized Representatives shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make OL services available to any third party or as otherwise contemplated by these Terms and Conditions; (ii) send or store malicious code or viruses while utilizing the OL services; (iii) interfere with or disrupt the integrity or performance of the OL systems and/or platforms and related services or information contained therein; or (iv) attempt to gain unauthorized access to the OL services or its related systems or networks. Customer shall not modify, copy, or create derivative works based on the OL services, or frame or mirror any content forming part of the OL services. Customer shall not reverse engineer or decompile the OL system or services. Customer shall not access the OL system or services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the OL system or services, or access, monitor, or copy any content or information of the OL services using any robot ("bot"), spider, scraper, or other automated means or manual process for any purpose. Customer shall not permit or authorize any third party to do any of the foregoing prohibited acts set forth in this section.
8. Changes to Terms and Conditions. OL, at its sole discretion, may amend these Terms and Conditions and other Auction Rules (collectively "**Auction Policies**") without sending notice to Customers. Any amended Auction Policies will be effective immediately upon posting to OL's website (www.openlane.com). Customer's continued access and use of its Auction Card, AuctionACCESS® number, or username and password following such amendment will constitute full acceptance of any such changes. Notwithstanding the date executed by Customer, these Terms and Conditions are effective on any transaction that occurs on or after the Effective Date.
9. Electronic Signature. Customer will permit OL to capture or otherwise acquire Customer's signature in digital or electronic form, and specifically authorizes OL to apply the Customer's digital or electronic signature to Auction Sale documents.
10. OL as Consignee. OL is a service company and generally does not take title to, purchase or sell Vehicles. Rather, OL facilitates the exchange of Vehicles between Seller and Buyer at OL. All Vehicles offered for sale at OL by Seller are deemed consigned and are offered for sale by OL on Seller's behalf. OL, at its sole discretion, reserves the right to refuse to accept or to remove any Vehicle(s) to be offered for sale. In any Vehicle purchase transaction, OL shall not be deemed or considered the Vehicle's Seller under any circumstances, except where OL has specifically identified itself as Seller on the sales contract. OL otherwise is not a party to any sales contract, but shall be deemed a third party beneficiary of such contract, entitled to the parties' performance and to seek legal remedies for the parties' breach.
11. Service Fees. Customer agrees to pay all OL service fees and charges for services rendered by OL, including but not limited to, penalties for failure to comply with various provisions, or certain convenience features, each as applicable ("**Fees**"). OL, in its sole discretion and at any time, may add, delete, or change some or all of the Fees, as applicable. Also, OL reserves the right to reduce Fees, and may have arrangements with certain customers that result in reduced Fees, the payment of discounts/rebates associated with the sales of Vehicles, and/or marketing assessments in the form of premium buyer fees. The purchase price of the Vehicle plus all applicable Fees payable by buyer in connection with a transaction is the "**Total Payment Amount.**"
12. Payment Terms. The Total Payment Amount is immediately due and owing upon Seller's acceptance of a Buyer's offer and must be remitted by the Buyer to OL within two (2) business days from the day of sale (the "**Payment Due Date**"). Buyer agrees to complete the OL "check out" process when completing a Sale, and agrees to select a payment method during the check out process. Buyer's failure to timely complete the check out process and/or remit the Total Payment Amount to OL by the Payment Due Date shall result in late fees and a waiver of the Buyer's arbitration rights. Further, Buyer's failure to remit the Total Payment Amount to OL by the Payment Due Date shall constitute a payment default as set forth herein.

With respect to any outstanding amounts due from Customer, OL may (a) set off, deduct or retain any amounts payable to OL from amounts it owes Customer, (b) retain possession of any Vehicles owned or controlled by Customer, (c) withhold title documents until all amounts owed by Customer to Auction Company have been paid, (d) cancel the transaction to which the amount owed relates, and/or (e) charge late payment fees, and/or charge interest on any past due payments at the maximum rate allowed by law. Customer shall not under any circumstance stop payment on an instrument, refuse to honor an instrument or withdraw an instrument. Customer represents and warrants, regardless of whether Customer is the drawer of the check, draft, or Electronic Funds Transfer (“EFT”) that, at the time of issuance and at the time such instrument is or was presented for payment, the account upon which such instrument is drawn contains then available funds sufficient for payment of that instrument. Any instrument withdrawn or returned for non-sufficient funds (“NSF”) must be settled and replaced immediately with cash or certified funds to prevent collection action. Upon return of any NSF, a service charge up to the maximum amount allowed by law will be imposed and must be paid immediately. OL may review Buyer’s financial position and, may at its sole discretion, impose whatever purchase or payment restrictions OL may deem necessary to protect OL’s interest, which may include but is not limited to, requiring that all purchases be made in cash or certified funds. These rights set forth above will be in addition to and not exclusive of any other remedy available to OL, whether at law or in equity. Customer shall pay all legal costs, including, without limitation, reasonable attorneys fees, court costs and other expenses necessary for OL to collect any monies owed by Customer.

OL may charge storage fees for Customer’s Vehicles not removed within time limits established by OL. Storage charges may apply to unsold consigned Vehicles or purchased Vehicles. OL reserves the right to charge storage fees in other circumstances. Customer acknowledges that notwithstanding any other language in these Terms and Conditions, OL: (1) may acquire a lien on any Vehicles for unpaid storage, as provided by law; (2) is authorized to refuse to release any Vehicle to Customer while fees are unpaid, and (3) may be entitled to dispose of the Vehicle to recover unpaid fees, as provided by law.

13. Financial Information Representations. Customer represents and warrants that the financial and other factual information presented to Auction is true, complete, and accurate. Customer authorizes a review of Customer’s credit history and any other history deemed necessary by OL, including, without limitation, Customer’s lending institution accounts. Customer shall notify OL immediately of any change of its principal financial lending institutions; or any other material changes in information provided to OL.
14. Security Interest and Rights upon Default. In order to secure final payment of any indebtedness owing to OL by Customer, including but not limited to the Final Payment Amount, Customer hereby grants to OL a security interest (including a purchase money security interest, where applicable) in any Vehicle, whether consigned or purchased, together with all additions, accessions, accessories and replacements, and proceeds thereof, which security interest shall continue until all funds are collected with respect to such sale. Customer authorizes OL to prepare and file a financing statement, as required by Article 9 of the Uniform Commercial Code (“UCC”) for such Vehicle without Customer’s signature being required thereon. Customer acknowledges that AFC is authorized as agent to act on OL’s behalf for filing of a financing statement. OL’s security interest in any Vehicles is assignable to any auction, subsidiary or other affiliate of OL, including but not limited to AFC. Despite any alleged competing security interest in the Customer’s Vehicles which may be asserted by a third-party, Customer acknowledges that as between Customer and OL, the security interest will be enforceable as to any consigned or purchased Vehicle, and OL shall be entitled to all of the rights and remedies of a secured party as provided by law, including but not limited to the right of self-help repossession. Notwithstanding any other language in these Terms and Conditions, if Customer defaults in any obligation imposed upon Customer in conjunction with any transaction, Customer agrees that OL shall be entitled as third-party beneficiary of the sales contract to enforce against Customer all legal and equitable remedies available to a “seller” or “buyer” of goods, as appropriate to the particular transaction, available under Article 2 of the UCC or other applicable law.
15. Arbitration. Customer agrees and acknowledges that:
 - a. it has read and agrees to be bound by the National Auto Auction Association’s Arbitration Policy Online (the “**NAAA Arbitration Policy**”), as well as the OPENLANE US, Inc. Arbitration Policy which contains some addenda to the NAAA Arbitration Policy and some additional policies and procedures (“**OL Arbitration Policy**”), each of which is available [here](#) (collectively, the “**Arbitration Policies**”) and are considered incorporated herein by reference;
 - b. such Arbitration Policies may be amended from time to time by posting updated Arbitration Policies on OPENLANE.com, and Customer agrees it is bound by such amended and updated policies with respect to transactions using OL’s services; and
 - c. any dispute arising from the purchase or sale of a vehicle through OL will be resolved in accordance with the Arbitration Policies, and OL’s decision as arbitrator will be final and binding on Customer.
16. Warranties Regarding Title. As a Seller, Customer warrants, represents and guarantees possession and conveyance of a marketable certificate of title that is properly executed, valid in the state where the transaction is occurring, and clear of all liens and encumbrances (except current year DMV fees in California). Customer warrants and will defend the title against the claims and demands of all persons whatsoever. Customer further acknowledges that with respect to purchased Vehicles, OL has not assumed any responsibility to investigate a Seller’s title or to otherwise identify defects in a Seller’s title or title documents, and that OL makes no warranty whatsoever regarding titles or title documents.

17. Vehicle Identification Numbers. No Vehicles will be offered for sale without a proper Vehicle Identification Number (“VIN”) plate. OL reserves the right to refuse to sell any Vehicle on which the VIN plate appears marred or in any way altered, or any Vehicle not originally manufactured for sale in the United States (European or Canadian conversions). Those vehicles having a reassigned VIN plate by the State in place of the original VIN plate must be announced or will be subject to sale cancellation or Buyer return.
18. No Warranties by OL. OL is not responsible for, does not represent or warrant, and hereby disclaims all express and/or implied warranties, including any express or implied warranty as to: (a) the accuracy of odometer mileage; (b) the information contained in the odometer mileage statement; (c) warranties of title, merchantability or fitness for a particular purpose; (d) license plates; (e) Vehicle service or maintenance history; (f) information contained in Vehicle history reports; (g) Vehicle condition; (h) year the Vehicle was manufactured; (i) the accuracy of any market information; (j) mileage and other information printed on the windows; (k) the description of the Vehicle; (l) equipment and options for the Vehicle; (m) availability or validity of factory warranty; (n) fitness of Vehicle for export; and (o) any and all representations and warranties made by or on behalf of the Seller. Customer is responsible for reviewing all disclosures, announcements and information relative to a Vehicle’s condition prior to making a purchase.
19. Delivery of Vehicle and Title. Buyer is liable for all expenditures, mileage, wear, damage, and all other losses to a Vehicle after it is purchased. OL is not liable for any expense whatsoever incurred by Buyer in the event title is not delivered. Customer assumes all risk of loss related to or arising from titles or related documents lost, destroyed, or erroneously completed by a governmental agency processing a title, or any title lost in transit, whether sent by postal service or other courier. If the Vehicle is to be exported, Buyer is responsible for verifying that the Vehicle satisfies all export requirements of the originating country and all import requirements of the destination country. OL is not the importer or exporter, and is not responsible for supplying export or import documentation. In the event a Vehicle does not meet export requirements, Buyer is responsible for all auction fees and any loss incurred on the resale of the Vehicle.
20. Routed Export Transactions. Any and all vehicle purchases that become export transactions shall be “routed export transactions” under section 30.3(e) of the Foreign Trade Regulations (15 C.F.R. § 30.3(e)), in which the Buyer is acting as the Foreign Principal Party in Interest (“FPPI”). As the FPPI, the Buyer will authorize a U.S. forwarding agent to facilitate the export of such vehicles from the United States and prepare and file any required Electronic Export Information (“EEI”). The Buyer or its forwarding agent shall provide OL with a copy of this authorization if requested by OL pursuant to section 30.3(e)(2) (15 C.F.R. § 30.3(e)(2)). OL shall release the vehicles purchased by the FPPI through OL’s auction platforms to the FPPI’s U.S. Forwarding Agent in the United States.

FPPI agrees that neither OL nor the providers who sell vehicles through OL’s auction platforms will be the exporter under the Export Administration Regulations (“EAR”) in such routed export transactions. The FPPI also acknowledges that vehicles purchased through OL’s auction platforms could potentially be subject to export licensing requirements. The FPPI agrees to undertake, with respect to any such vehicles purchased through the OL’s auction platforms, the following responsibilities: (1) to determine any applicable export license requirements; (2) to obtain any required export license and/or any other required export authorization; (3) to carry out any customs formalities for the export of the vehicles; and (4) to authorize the U.S. Forwarding Agent, who will be the exporter for EAR purposes, to act on behalf of the FPPI in connection with the exportation of such vehicles and to prepare and file the EEI and any required export license applications.
21. Claim Indemnity. Customer shall indemnify, defend and hold harmless OL, its parent company, subsidiaries, affiliates, directors, officers, agents, employees, representatives, and as necessary, other Customers, from and against any liability, loss, damage, cost, expense, claim, suit or demand, including, without limitation, attorneys’ fees and other legal costs, resulting from, arising out of or connected, directly or indirectly, with any claim of breach of warranty or by a breach by Customer of any of these Terms and Conditions, including, but not limited to, all claims, allegations, and demands whatsoever challenging the validity of Seller’s title or title documents.
22. Release of Liability. By assuming the risk, Customer irrevocably and unconditionally waives and releases its rights (if any) to recover from OL, its directors, officers, agents employees, representatives, subsidiaries, and affiliates any and all damages, losses, liabilities, cost or expenses and claims thereof, whether direct or indirect, known or unknown, or foreseen or unforeseen, through negligence or otherwise, which may arrive from, or be related to, bodily injury, property damage, or other occurrence. Under no circumstances, including negligence, shall OL be liable for any special, incidental, or consequential damage or lost profits that result from or are related to the sale, distribution or use of, or the inability to use, any Vehicle, even if OL has been advised of the possibility of such damages. Customer, if a California resident, waives the benefits of California Civil Code §1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Furthermore, Customer agrees to indemnify, defend, and hold OL harmless from any and all damages, losses, liabilities, costs or expenses, arising from claims made by Customer or Customer’s Authorized Representatives of any injury or property damage. When

the basis of the claim is the alleged personal injury or death of Customer or Authorized Representative, and this release would be prohibited by law where the alleged injury or death occurred, this provision will not apply to bar recovery or to require Customer's indemnification of OL where it is established by a court of competent jurisdiction that OL's negligence or intentionally tortuous act was the sole and proximate cause of the injury or death. It is otherwise the intent of the Parties that this provision be enforced to the fullest extent of applicable law.

23. Records/Compliance with Laws. Customer will maintain complete and accurate records concerning all aspects of any transaction. All business practices, acts and operations of Customer in connection with OL will be in compliance with all applicable federal, state and local laws and regulations.
24. Representations Regarding Taxes. Customer certifies that it holds the appropriate documentation issued by the sales tax authority of the state or province, or locality of its business, if necessary, which exempts Customer from the payment of sales tax. In the event that the property is used for any purpose other than for resale, Customer will pay directly to the proper taxing authorities such sale or use tax as may then accrue and be due and payable.
25. Transfer of Legal Ownership from Seller. Notwithstanding any language in these Terms and Conditions and subject to Seller's obligations with respect to any arbitrated Vehicle, both parties have entered into an irrevocable contract of sale of a vehicle at the conclusion of the OL auction sale, and Seller relinquishes legal ownership of the Vehicle at the earlier of: (a) OL's payment to Seller of the sale proceeds; or (b) upon OL's Buyer taking possession of the Vehicle, regardless of whether title documents are provided to Buyer at that time.
26. Outside of Auction Sales. If Customer has consigned a Vehicle for sale through the OL auction platform and it sells outside of the OL auction platform, then it is Customer's sole responsibility to notify OL promptly of the Vehicle's prior sale and to request that the Vehicle be pulled from any OL sale or listing. If Seller fails to timely notify OL, resulting in the Vehicle's sale by OL (a "**double sale**"), Seller shall be solely responsible for a double sale fee along with any and all resulting losses from the double sale, including but not limited to all fees owing to OL arising from OL's sale of the Vehicle (including buyer fees, off-site Vehicle sale proceeds if already paid and reasonable attorneys fees), and all other incidental or consequential damages suffered by OL, Buyer, or Seller's purchaser.
27. Buyer Vehicle Condition Obligations. Based upon the delivery method of the Vehicle, the Buyer's Vehicle condition obligations may vary. Such requirements are set forth on the chart below:

Delivery Method	Inspection to be Conducted by Buyer or Buyer's Agent	Time of Inspection	Reporting Discrepancies
OL Arranged Transportation	<ul style="list-style-type: none"> • Visual inspection for exterior damage and 	<ul style="list-style-type: none"> • When Buyer's Agent takes delivery of Vehicle from Grounding 	<ul style="list-style-type: none"> • Buyer's agent must note all discrepancies on Bill of Lading, which must be signed
	missing equipment	<p>Location.</p> <ul style="list-style-type: none"> • When Buyer takes delivery of Vehicle from carrier ("Delivery Time") 	<p>by an authorized representative at the Grounding Location, and must be reported on or before the Arbitration Timeframe.</p> <ul style="list-style-type: none"> • Buyer must note all discrepancies on Bill of Lading, which must be signed by carrier. Such discrepancies must be reported to OL on or before the Transportation Damage Claim Deadline (as defined below).

Vehicle Driven or Towed by Buyer (Vehicle transported 50 miles or less), or Vehicle Not Driven	<ul style="list-style-type: none"> • Visual inspection for exterior damage and missing equipment • Inspection of dash lights • Inspect to confirm odometer reading 	• Vehicle Pick Up Time	• Buyer's Agent must note all discrepancies on Bill of Lading which must be signed by Agent and Grounding Location Representative.*
Vehicle Drive or Towed by Buyer (Vehicle transported more than 50 miles)	<ul style="list-style-type: none"> • Visual inspection for exterior damage and missing equipment • Inspection for mechanical defects • Inspection of dash lights • Inspect to confirm odometer reading 	• Vehicle Pick Up Time	• Buyer's Agent must note all discrepancies on Bill of Lading, which must be signed by Transporter and Grounding Location Representative.*

* If no Grounding Location Representative is present at Vehicle Pick Up Time, Buyer or Buyer's Authorized Person must immediately contact OL to report discrepancies.

28. Price Boosting and Self Dealing. Price boosting (aka "shilling"), or any other activity in which a Customer on its own or in concert with others attempts to artificially inflate or decrease the selling price of a Vehicle, is strictly prohibited. Neither Customer nor any of its Authorized Users, or agents may directly or indirectly bid on any Vehicles consigned by Customer to OL for the purposes of attempting to increase the sale price. "Self dealing" at the auction is also strictly prohibited. For purpose of this Agreement, "self-dealing" means activities by any person or entity selling or purchasing through an OL auction platform in which both the seller and buyer are the same or substantially-related entities, and/or share Authorized Representatives or principals, where the Auction determines in its sole discretion that the intent and/or the result of such dealing is an artificial manipulation of the auction process to create an unfair advantage or disadvantage or to impose undue risk upon OL or others. Notwithstanding the prohibitions set forth in this section, Customer understands that such activity by others is beyond the control of OL, and that OL assumes no duty to prevent or discover such activity, and is not responsible to Buyer or Seller for such activity by third parties. In the event Customer and/or its representatives are found to be engaged in such activities, OL, in its sole discretion, may suspend, restrict, and/or permanently revoke Customer's purchasing/selling privileges at OL regardless of whether Customer benefited from such activities.
29. Market Guides. Materials contained in any market guide provided to Customer as a courtesy are for informational purposes only, and are not intended to convey a warranty of any kind, express or implied, including warranty of merchantability or fitness for a particular purpose. Clerical errors in such market guides shall not form the basis of any price adjustment or rescission of any sale unless the error is material, and subject to all other applicable arbitration guidelines. A clerical error, even if material, will not permit a Buyer's arbitration or rescission on a vehicle sold "As Is", unless the error resulted in the exclusion or incorrect disclosure of information otherwise required to be made under applicable NAAA policy, and then only if brought to OL's attention during the applicable arbitration period. Customer acknowledges that any statement in a market guide or condition report prepared by OL or any third-party describing the mechanical, structural, or cosmetic condition of any vehicle as "fair", "rough", "average", or similar description shall be deemed a matter of subjective opinion, offered as a guideline only, and not as an objective statement of fact.
30. Conducting Business. OL: (i) may rely and act upon any purported signature whether oral, written, or electronic and other communication in connection with OL purportedly sent by Customer and/or any Authorized User or person purporting to be an agent or employee of Customer, and (ii) has no obligation to scrutinize, inquire, or confirm any signature or communication with Customer, any Authorized User or other person purporting to be an agent or employee of Customer. OL may conduct business with Customer 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.
31. Consent to Receive Communication. Customer acknowledges that OL may use means other than the OPENLANE.com website to support and promote its services. Without limiting the generality of the foregoing, Customer grants express consent to receive advertising offers and other information from OL on Customer's own behalf or on behalf of its respective affiliates, sellers,

consignors, or other customers, for any commercial or advertising purpose, using the telephone numbers (whether business, home, or mobile numbers), fax numbers, SMS codes, email addresses, and other contact information provided during the registration process, or at any other address, telephone number, fax number, SMS code, email address or contact point used in connection with Customer's business. Customer hereby covenants not to sue and waive and release OL and its respective officers, employees, agents, representatives, affiliates, and customers from any and all rights, claims and causes of action arising out of the communications described in this paragraph, including without limitation, claims that such communications violate Customer's rights under the Telephone Consumer Protection Act, 47 U.S.C. § 227, or any federal or state law or regulation governing telemarketing, email marketing or fax marketing activities. Customer may terminate its consent only by providing a written notice to OL, executed by Customer or Customer's Authorized Representative. The written notice must expressly state that you are revoking your consent to receive advertising offers and other information from OL. Customer also consents to OL's recording any phone conversation between you and a OL employee or contractor for the purpose of monitoring and providing customer service.

32. Links to Other Websites. OL's website may contain links to third-party web sites or services that are not owned or controlled by OL. OL has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or services. All information and materials displayed on or accessible via links from the OL website are provided as a courtesy and for informational purposes only. OL does not warrant or guarantee the accuracy or reliability of third-party sites. Customer acknowledges and agrees that OL shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such third-party web site or services.
33. Not a Seller/Supplier. Seller is the transferor of the vehicle and Buyer is the transferee. Both Buyer and Seller hire OL as a service provider to facilitate the sale of vehicles. Customer acknowledges that OL is not the seller or supplier of vehicles unless OL is noted as such on the sale contract. Unless specifically noted otherwise, all vehicles offered for sale at auction by Seller are deemed consigned and are offered for sale by OL on Seller's behalf. OL, at its sole discretion, reserves the right to refuse to accept or to remove from an auction any vehicle to be offered for sale. In any vehicle purchase transaction, OL shall not be deemed or considered the vehicle's seller under any circumstances, except where OL has specifically identified itself as seller on the sale contract.
34. Governing Law, Jurisdiction and Venue. These Terms and Conditions, and any and all agreements or authorizations executed by Customer, Authorized Representative, or OL in connection herewith shall be governed by and interpreted in accordance with the substantive laws of the State of Indiana without resort to principles of conflicts of laws. By execution of these Terms and Conditions, Customer submits to the personal exclusive jurisdiction of the courts of the State of Indiana and to venue in the Circuit and Superior Courts of Marion County, Indiana and the federal courts of the United States, sitting in Indiana for the adjudication of any matters arising under or in connection with these Terms and Conditions and Auction Rules. Any action initiated by Customer against OL relating to these Terms and Conditions shall be filed and conducted in said Courts. OL may bring any suit against Customer under or related to these Terms and Conditions in any Court of competent jurisdiction. ANY PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION. NEITHER PARTY SHALL BE A MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION OR PROCEEDING, AND THE RELIEF MAY ONLY BE AWARDED IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL DISPUTE OR CLAIM.
35. Miscellaneous. No waiver of the provisions hereof shall be effective unless in writing and signed by OL. If any term or section of these Terms and Conditions is held invalid or unenforceable, under any statute or court decision, or any governmental rule or regulation, the remainder of these Terms and Conditions shall remain effective. These Terms and Conditions shall bind the respective heirs, executors, administrators, successors and assigns of Customer and inure to the benefit of OL and its successors, assigns and subrogees.

II. ONLINE AUCTION TRANSACTIONS

1. Completion of Sale Transaction. Customer will complete online sales of Vehicles, in accordance with these Terms and Conditions, including the following:
 - a. Buy Now Format. At Seller's option, Seller may assign a "fixed price" to any consigned Vehicle by which a potential Buyer will have the option to "Buy Now" at the stated price, without further competitive bidding. Seller's designation of a fixed price shall be deemed a binding offer to sell at that price, which a Buyer may accept by clicking on the appropriate on-screen button. Buyer's clicking on the button shall be deemed a binding acceptance of the sale at the designated fixed price. The fixed price designation may be withdrawn or modified by Seller at any time before a Buyer has indicated agreement to purchase the Vehicle at the fixed price. Once Seller has withdrawn or modified a fixed price, it is not required to accept any

subsequent offer at the previously fixed price.

- b. Place Bid Format. At Seller's option, it may designate the minimum price Seller will accept for the Vehicle (the "**Reserve**"), and/or may designate a minimum opening bid amount (the "**Minimum Bid**"). Reserve may be disclosed or undisclosed, at Seller's option. The winning bid shall be the highest bid at the time that the auction cycle for that Vehicle closes which meets or exceeds any Reserve. Seller may decrease or remove Reserve or Minimum Bids at any time before an auction cycle begins in the manner that is established in these Terms and Conditions. A Reserve or Minimum Bid cannot be increased once bidding on the Vehicle has started. Errors in Reserve or Minimum Bid may be corrected by withdrawing the Vehicle from sale and relisting. If the auction cycle closes and the Vehicle fails to sell because no bids were received (a "**No Sale**"), Seller may remove or alter Reserves or Minimum Bids for subsequent Sales.
 - c. If Bid Process. From the opening of a given Sale until up to three hours after the close of such Sale (the "**Resolve Time**"), a Seller may either:
 - i. lower the hidden Reserve for the Vehicle. If the hidden Reserve price is lowered to a price that is equal to or less than the amount set by any Buyer as its Maximum Bid Amount (defined below) for that Vehicle, then Buyer will buy the Vehicle from the Seller at such lowered Reserve price if the bidding Buyer is the highest bidder at the time the auction for that Vehicle has closed. If the auction for that Vehicle has not closed, then the competitive bidding will continue and the Vehicle will be sold to the highest bidding Dealer at the conclusion of the auction for that Vehicle.
 - ii. submit, or direct OL in writing (including by e-mail) to communicate on Seller's behalf a counteroffer (the "**Seller's Counteroffer Price**") to the bidder with the highest bid showing for the Vehicle. Buyer may accept the Seller's Counteroffer Price (through OL's auction system or e-mail). Buyer and Seller agree that they will be bound by all acceptances communicated to OL during the Resolve Time. All unaccepted offers are deemed rescinded at the close of the Resolve Time. Buyer and Seller assume all risk of loss for any transaction not completed because of any failure in communication of offers and acceptance within the Resolve Time, regardless of cause.
 - d. Proxy Bidding Process. OL's proxy bidding process allows a bidding Dealer to enter a maximum price that such Dealer is willing to pay for a particular Vehicle under the box labeled "Your Maximum Bid Amount" (the "**Maximum Bid Amount**"). In the event such bid is greater than the current bid, then the Maximum Bid Amount is not visible to the Seller or other bidding Dealers. OL's auction system will automatically increase such bidding Dealer's bid up to such Maximum Bid Amount as follows:
 - i. OL's system will only increase the bidding Dealer's bid by the particular dollar increment that applies to that particular Vehicle or group of Vehicles. However, in the event there are no other competitive bids above the Reserve amount at the conclusion of the auction for that Vehicle, and the Maximum Bid Amount is at the Reserve Amount or higher, then the Vehicle will be sold at the Reserve Amount to the Customer that placed said Maximum Bid Amount. OL will never increase the bidding Dealer's bid above such Dealer's Maximum Bid Amount.
 - ii. If more than one bidding Dealer designates the same Maximum Bid Amount for a Vehicle, then the bids will be given priority in the order of the time that the Dealers designated their Maximum Bid Amount, with the earliest designated bid deemed the highest.
 - iii. A Seller may pre-configure 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" (i.e., placing a bid immediately before the auction close in order to prevent a competing bid from being placed).
 - iv. In the event of an error in the Reserve, Vehicle must be withdrawn from the sale and relisted in a new sale.
 - e. Best Offer Format. At Seller's option, a vehicle may be listed as "**Best Offer**", meaning that Seller will accept the highest offer made. 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, then Seller will sell, and Buyer will purchase, such Vehicle if Buyer agrees to the Seller's counteroffer price.
2. 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 OL. Unless alternative arrangements are approved by OL in advance, the Buyer (or its transportation company) will pick up the Vehicle on or before seven (7) calendar days after the Transaction Date (the "**Vehicle Pick Up Deadline**"); provided, however that if the seventh calendar day falls on a day that is not business day (i.e., a Saturday, Sunday, or holiday), then the Vehicle Pick Up Deadline is the next business day, and provided further that in the case of a Vehicle for which a Pre-Delivery Inspection ("**PDI**") was ordered), then the Vehicle Pick Up Deadline is the date that is two (2) business days after the PDI process end date ("**PDI Process End Date**"). If Buyer (or its transportation company) fails to comply with these provisions, then

Buyer agrees that OL may do any or all of the following: (i) suspend Buyer’s purchasing privileges at OL; (ii) cancel the Transaction; (iii) arrange for delivery of the Vehicle to Buyer, at Buyer’s expense; or (iv) cancel Buyer’s ability to initiate arbitration with regard to the Vehicle. In addition, Buyer agrees that OL or the vehicle storage location may charge Buyer a daily storage fee for the Vehicle after the 7th calendar day after the Transaction Date, and not to exceed \$20 per day.

3. Vehicle Sales:

- a. Approval. Vehicles must at all times be under the lawful possession, custody and control of the Seller. When a Vehicle is sold, Seller or Seller’s agent is required to retain the Vehicle and all ownership documents in its custody and control until OL has confirmed it has received payment from the Buyer and the funds have cleared and/or otherwise been honored by the Buyer’s bank and/or financial institution.
- b. Vehicle Release. Before a Vehicle Storage Location will release a Vehicle to a Buyer, Buyer must present the Vehicle Storage Location with an electronic or print-out gate pass issued by OL and Seller must verify the authenticity of Buyer’s electronic or print-out gate pass by comparing it to the electronic gate pass provided directly to Seller by OL. The Seller will be liable to OL for all losses due to the unauthorized or premature release of a Vehicle from a Vehicle Storage Location.

4. Seller’s Responsibility for Accuracy of Disclosures and Release of Vehicle Listing to OL. At all times, the Seller remains responsible for the completeness and accuracy of the required disclosures regarding a Vehicle on the vehicle detail page. The Seller may not rely solely on information contained in vehicle history reports to satisfy its disclosure obligation. Conversely, a Buyer may not initiate an arbitration procedure and a Seller may not defend against an arbitration procedure by referencing information that is disclosed through an internet link to a non-OL webpage except for links to Monroney Sticker information 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 at OL 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.

5. Risk of Loss. Risk of loss for a Vehicle transfers to the Buyer at the earlier of: (i) the date the Buyer or Buyer’s designated transportation company or other agent (“**Buyer’s Transporter**”) picks up the Vehicle from the grounding location (the “**Vehicle Pick Up Time**”), or (ii.) the Vehicle Pick Up Deadline.

III. OTHER OL SERVICES.

1. 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 transportation company. By selecting “**OL-Arranged Transportation**” or “**CarsArrive Transport**” for a Vehicle on the www.openlane.com website or through a telephone instruction to an OL employee, Buyer agrees to the terms in this Section in addition to any terms set forth on the “CarsArrive” section of www.openlane.com:

- a. 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 transportation company.
- b. Payment of Fees Prior to Arrangement of Transportation. Buyer will pay OL the fees as shown for either the OL-Arranged Transportation or the CarsArrive Transport 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, including transportation Fees to OL.
- c. Standard Transport – Delivery Times are Estimates Only. The “**Standard Transport**” section of www.openlane.com or the CarsArrive System shows the estimated number of 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 a Vehicle that is delivered on a date that exceeds the estimated delivery date. In the event of a delay in delivery, OL will not assume or be responsible for any claims, including but not limited to: (i) decreases in the value of a Vehicle arising between the time of purchase and delivery for depreciation or other reasons; (ii) storage costs; (iii) lost sales; (iv) financing or floor planning costs; and (v) any other fees or costs incurred by the Buyer and/or passed-on by the Seller or transportation company 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 isn’t delivered within a specified period of time.
- d. Risk of Loss. Risk of loss for a Vehicle remains with the Seller until the transportation company, 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 the transportation company 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 as it relates in any way to the transport of the Vehicle. OL is not responsible for prosecuting a claim against the transportation company or its insurer on Buyer's behalf.

- e. 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 OL 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 date that is two calendar days after the Delivery Time, provided however that if the second calendar date falls on a day that is not a business day (i.e., a Saturday, Sunday, or holiday), then the Transportation Damage Claim Deadline is the next business day. For example, if the Vehicle is delivered to Buyer on a Thursday, then the Buyer may initiate a Transportation Damage Claim on the following Monday. If the Buyer does not pay the transportation fee to OL and arrange for OL-Arranged Transportation 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.
 - f. Indemnification. Buyer agrees to indemnify and hold harmless OL, its subsidiaries and other affiliates, and each of their officers, employees, and agents 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.
2. Pre-Delivery Inspection Services. Customer may request that an inspection be performed on a Vehicle.
 - a. OL PDI. OL can arrange for a Pre-Delivery Inspection ("**PDI**") on a Vehicle purchased from an OL sale. OL provides this service for a fee and as a convenience for certain Customers. OL does not warrant or otherwise endorse the services provided by a third-party inspection company. 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 for inspection during normal business hours (or, if mutually agreed between inspection company and grounding location, after normal business hours). Seller agrees that the Vehicle Pick-Up Deadline will be extended until the date that is two business days after the "PDI Process End Date." For purposes of this section, the date in which OL completes its review of the PDI inspection report and determines a final dispute award (if any) based on the PDI report is the "**PDI 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 these Terms and Conditions. In addition, and notwithstanding OL's review of the PDI report, Buyer may initiate an arbitration in accordance with the applicable arbitration deadline except where the PDI Process End Date exceeds 4 calendar days from the purchase date, in which case Buyer will receive an extension of the applicable arbitration deadline up to 48 hours from receipt of the Vehicle, provided that the extension shall not exceed 10 calendar days from the PDI Process End date. 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.
 3. Seller Ordered Inspection. A Seller may arrange for a third-party inspection company to conduct a PDI on a Vehicle, in which case, 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 arbitration-eligible issue with such Vehicle. Auction Company does not warrant or otherwise endorse the services provided by the third party.
 4. OL-Introduced Listing Agent. A Seller may retain a third party listing agent to inspect and/or prepare listings of Vehicles for sale at OL, and list and sell such Vehicles on Seller's behalf at OL. As a convenience to the Seller, OL may arrange the introduction of a third party listing agent to a Seller and OL may pay such listing agent a fee in certain circumstances. However, OL does not, under any circumstances, 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.

ACCEPTANCE

By accessing or using OL, Customer agrees to abide by all the terms and conditions set forth in these Terms and Conditions. These provisions include, among other things, payment deadlines, deadlines for delivery of title, listing requirements, and purchase dispute guidelines. Please read these Terms and Conditions carefully before signing or clicking "I Accept", as applicable. By signing and/or clicking on "I Accept," Customer agrees to these Terms and Conditions.

IN WITNESS WHEREOF, Customer or a duly authorized representative(s) of Customer has (have) executed this Terms and Conditions this _____ day of _____, 20_____.

(If a Sole Proprietorship)

(AuctionACCESS® ID Number)

(Printed Name of Customer)

(Signature of Customer)

(If a corporation, partnership, limited liability company or some entity other than a sole proprietorship)

(AuctionACCESS® ID Number)

(Printed Name of Customer)

(Signature of Officer)

(Printed Name and Title of Officer, etc.)

(Printed Name of Witness)

(Signature of Witness)