

## SALVAGEXM BUYERS TERMS AND CONDITIONS

- As a registered buyer (“Buyer”) with SalvageXM (“Company”) you agree to be bound by the following Buyer Terms and Conditions. Company reserves the right to amend Buyer Terms and Conditions at any time without prior notice to you. Unless otherwise stated, all fees are quoted in U.S. Dollars.
- **I understand that SalvageXM is not owned by or affiliated with Copart, Inc, or its subsidiaries, and that any vehicles purchased using SalvageXM services are purchased from SalvageXM and not from Copart or from Copart’s sellers.”**

### • I. DISCLAIMERS

- **Vehicle Condition and History Disclaimer.**
- **ALL VEHICLES ARE SOLD “AS-IS WHERE-IS”**
- All vehicles sold/bought through Company are sold/bought **“AS-IS WHERE-IS” WITHOUT ANY WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.** The term “Vehicles” shall mean all items posted for sale on Company’s Website or purchased from any auction through Company, including but not limited to cars, trucks, motorcycles, boats, jet skis, industrial equipment, homeowners salvage, trailers, RV’s, etc. Company and its vehicle suppliers expressly disclaim the accuracy or completeness of any and all information provided to Buyers regarding vehicles, whether provided in written, verbal, or digital image form (“Vehicle Information”). Vehicle Information provided by Company and its vehicle suppliers is for convenience only. Buyers shall not rely on Vehicle Information in deciding whether or how much to bid on a vehicle offered for sale through Company. Vehicle Information includes but is not limited to: year, make, model, condition, ACV, damage amount, damage type, drivability, accessories, mileage, odometer disclosures, vehicle identification number (e.g. “VIN”, “HIN”, and serial number), title repair cost, repair history, title history, and total loss history. Company expressly disclaims any and all representations, warranties, and guarantees regarding vehicles sold. Company does not guarantee that keys are available for any vehicle sold, regardless of whether keys are present in online vehicle images, or were present in the vehicle prior to the time of purchase. Certain jurisdictions permit vehicles to be sold with missing VIN plates; as a result, Company does not guarantee that vehicles are equipped with any or all VIN plates. Parts may be missing. Company does not guarantee that vehicles meet or can be modified to meet local emission and/or safety requirements. **It is the sole responsibility of Buyer to ascertain, confirm research, inspect, and/or investigate vehicles, any and all Vehicle Information prior to buying the vehicle.** Buyer agrees that vehicles are sold AS IS and are not represented as being in a road worthy condition, mechanically sound, or maintained at any guaranteed level of quality. The vehicles may not be fit for use as a means of transportation and may require substantial repairs at bidder's expense.

- **Registration Laws Disclaimer.** Company does not guarantee that any vehicle bought can be legally registered in any state or country, and Buyer accepts all risks associated with variations in vehicle title and registration laws between states, provinces, and countries that may negatively impact the marketability of vehicles purchased through Company.
- **Please be aware, it is legal in certain states to rebuilt and register scrap/certificate of destruction vehicles. These vehicles may not be eligible for registration in other states.** It is the sole responsibility of the bidder to research and ascertain whether the interested vehicle is registerable or not. Research can be done on NMVTIS website or by calling your local DMV/MDV Secretary of State office.
- **DMV/MVD Paperwork Disclaimers.** Company is not responsible for defects, errors, or omissions (i) related to motor vehicle department or department of revenue paperwork not processed by Company, or (ii) made by DMV/MVD
- **Home State Purchases Disclaimer:** Any Buyer, regardless of state of residence, is unable to purchase vehicles in their home state with the intent to register the vehicle in their home state. Some exclusions apply such as using the vehicle for parts, exporting the vehicle out of the country, if Buyer holds an active dealer's license in that state, or if vehicle will be registered out of state. Buyer may contact Company's office by phone to discuss options that may be available to them.
- **Vehicle Transportation Disclaimer:** Per Company's terms and conditions, only licensed transporter/towing company is allowed to remove vehicle from premises. Buyer must arrange for vehicle transportation using a licensed carrier/towing company. A towing receipt/bill of lading will be required for title processing. Buyer may utilize SalvageXM's shipping service for both domestic and International Shipping.

## • II. SALE POLICIES

- **Bid Rejection.** SalvageXM reserves the right to void bids for any reason, in the company's sole and absolute discretion. Should a dispute arise regarding a bid, SalvageXM is the exclusive deciding authority with sole and absolute discretion in resolving disputes. Buyers agree to indemnify, defend, and hold SalvageXM harmless from any and all liability arising out of decisions made in resolving disputes.
- **Sale Cancellation.** SalvageXM may, in its sole and absolute discretion and with or without notice, postpone or a cancel a sale or withdraw a vehicle from a sale. Company will neither have liability nor obligation to Buyers as a result of any vehicle withdrawal, or sale cancellation or postponement.
- **Tie Bid Policy.** Virtual Bids prevail over Preliminary Bids of equal amount.
- **Increment Bidding.** Increment bidding is an option available to Buyers using Preliminary Bidding that authorizes Company to increase an entered maximum bid by one and only one increment in the event a Virtual Bidder ties your entered maximum bid. If your bid is the highest bid, then your bid will NOT be incremented.

- **BID4U.** SalvageXM uses BID4U to make the bidding process easier and more efficient. Simply enter a Preliminary Bid representing the maximum price you are willing to pay for the vehicle and BID4U will bid on your behalf up to your maximum bid during both the Preliminary Bidding Period and the Virtual Sale. BID4U will only bid one increment over the current bid to maintain your position as the highest bidder. This allows you the possibility of purchasing a vehicle below your maximum bid. If a bidder with a higher maximum bid outbids you during Preliminary Bidding, you will be notified via email.
- **Virtual Bidding.** Buyers may log onto the . SalvageXM websites during a Virtual Sale to submit bids electronically, in real time over the Internet, to compete with the highest Preliminary Bid and other Virtual Bids. During virtual bidding Buyer has the option to place multiple bids in a row to increase their bid, this is a feature of . SalvageXM virtual bidding. The Buyer's bids will register as SalvageXM during the virtual bidding since the account is registered under the Company's name, and it is the Buyer's responsibility to understand when they are highest bidder to avoid bidding against him/herself. All bids are final, and Buyer will be required to pay winning bid amount even if the Buyer bids against him/herself.
- **On-Approval Vehicles.** Vehicles sold "On-Approval" will not be released to Buyers unless and until the auction notifies Company and Buyer of its acceptance of the high bid. "On-Approval" vehicles receive bid acceptance or rejection by 6:00 PM PST (9:00 PM EST) the day after the sale, or for as long as the vehicle remains under the "open items" section in the Buyer's account. It is the sole decision of the seller to accept or reject Buyer's bid.
- **Vehicle and Title Release.** Company reserves the right to not release vehicle titles if Buyer has any outstanding fees, such as unpaid transaction fees, late/storage fees, or if vehicle has not left the premises.
- **Bids Entered.** Once a bid has been submitted, it cannot be retracted, deleted, or cancelled. All bids are final and binding.
- **Risk of Loss.** Buyer takes full responsibility and assumes all risk of loss for all vehicles purchased from the time auction accepts Buyer's bid. From and after acceptance of Buyer's bid (for vehicles located at the housing facility) Buyer acknowledges that auction is acting as bailee of Buyer's vehicle until such time as the vehicle is removed from the premises. Buyer agrees that under the terms of the bailment, (1) Company shall not be responsible for damage to or loss of the vehicle or parts thereof due to operational procedures in place at any facility, from acts of theft or vandalism, or acts of God; and (2) Company shall not be responsible for any claim of damage made after the vehicle has left the premises, regardless of whether Buyer, or any person on Buyer's behalf such as Buyer's agents, employees, or representatives, pick up the vehicle. **Once a vehicle is removed from the premises it is accepted AS-IS, and under no circumstances will SalvageXM be liable for any claims of damage or loss of any kind or nature whatsoever.**
- **Import/Export Issues.** It is the responsibility of the Buyer to comply with customs import procedures applicable to foreign title vehicles. Customs inspection, import fees and proof of emissions compliance may be required.

### • III. MEMBERSHIP

- **Membership Eligibility.** Membership as a registered Buyer with Company is open to individuals 18 years of age and older. Business and individual registrations are welcome. Company reserves the right to deny membership privileges to any individual or entity, in its sole and absolute discretion
- **Registration.** Registration is free. Buyers must complete the buyer registration form before account is activated. Buyers must submit a valid copy of their driver's license or passport at the time of registration. Company reserves the right to change registration and renewal fees at any time without notice.
- **Security Deposit.** Buyer must always maintain the security deposit with Company at minimum of \$600 USD. The security deposit enables Buyer to bid up to \$6,000 USD and be the current high bidder on 1 vehicle count at a time. If Buyer wishes to bid an amount higher than the security deposit, Buyer must increase security deposit to cover desired bid amount. Company will return the security deposit upon Buyer's written request if all invoices have been paid, but Buyer's account will be permanently suspended. In the event Buyer fails to pay any invoice and the debt becomes uncollectible, Company will use the security deposit to satisfy the debt. Any deductions from security deposit will be subject to 4% credit card processing convenience fees. Company reserves the right to raise the security deposit for any Buyer for any reason, in its sole and absolute discretion.
- **Account Activity.** Buyers are responsible for all bidding activity, including, without limitation, all Preliminary Bids and Virtual Bids submitted under Buyer's username and password through the Company's website or through terminals located in kiosks at auction facilities. Buyer's account may not be transferred or assigned to any person or entity. In the event a Buyer's account, membership I.D., or username and password are used without authorization, Buyer shall be responsible for all bidding activity and charges incurred prior to Company's receipt of written notice from Buyer of the unauthorized activity.
- **Compliance.** Buyers shall comply with all applicable laws, statutes, ordinances, and regulations regarding their use of Company's services.
- **Membership Revocation.** Company reserves the right to suspend or revoke the membership of a Buyer for any reason, at any time in its sole and absolute discretion. Suspension of membership in Company or any place Company utilizes may be applied for any of the following reasons including but not limited to, improper or unprofessional conduct on Company's website, on any website affiliated with Company, through any electronic format, through any non-electronic format, non-payment of contracted agreements, or any other reason Company or its affiliates deem applicable to membership suspension for a period of time to be determined by Company.
- **Release of Liability and Indemnification.** Buyers irrevocably and unconditionally waive and release their rights (if any) to recover from the Company, their respective directors, officers,

employees, representatives, agents, subsidiaries, partners, and affiliates any and all damages, losses, liabilities, costs expenses, or claims therefore, whether direct or indirect, known or unknown, or foreseen or unforeseen, which may arise from or be related to bodily injury, property damage, or other occurrence which occurs on the Company's premises. Buyers agree to indemnify, defend, and hold SalvageXM from any and all damages, losses, liabilities, costs or expenses (including attorney's fees), arising from claims made by Buyer for bodily injury or property damage occurring on the Company's premises. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS THAT RESULT FROM OR ARE RELATED TO THE SALE, DISTRIBUTION, USE OF, OR INABILITY TO USE, ANY VEHICLE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Buyers and guests who are California residents waive California Civil Code §1542, which reads: "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."

- **Marketing and Promotional Materials.** Buyers agree they have affirmatively requested to receive marketing and promotional materials via e-mail.
- **Florida residents.** Company is unable to assist Florida residents who intend to purchase a vehicle in the state of Florida with intent to register the vehicle in the state of Florida. Company will be able to assist Florida residents with Florida purchases only in the following situations: Florida buyer holds an active Florida dealer's license; vehicle is intended for export; vehicle is intended for parts only in which case no title will be issued; vehicle will be registered outside of the state of Florida. Company is fully able to assist Florida residents with purchases made outside of the state of Florida.
- **California Residents.** Company is unable to assist California residents with purchases made in the state of California, with intent to register the vehicle in the state of California. Certain exceptions apply, such as presence of California dealer's license, contact Company office directly for more information.
- **Washington Residents.** Company is unable to assist Washington state residents with purchases made in the state of Washington, with intent to register the vehicle in the state of Washington. Purchases made outside of the state of Washington are fully permitted.

#### • IV. PAYMENTS AND FEES

- **Payments for Vehicles.** All payments for vehicles bought through Company are due by 5:00 pm on the third business day of the sale date, including the date of the sale. In the event the payment is not received within the allotted time, a late payment fee of \$50 USD will be added to each item bought. Late fees will accrue at a rate of \$50 USD per day until paid in full. In the event the payment is not received within seven business days of the sale date, the Buyer shall be considered to have forfeited their full security deposit and Company shall have the right to relist the vehicle. Payment for vehicles may be made via bank wire transfer, direct deposit, cashier's

check, money order or in cash in person at Company’s office. Payments for vehicles made by PayPal, major credit cards or any other merchant system are not accepted. Acceptance of company checks is subject to prior approval by Company. Buyer agrees to be personally liable for payment of any bank wire transfer, direct deposit, cashier's check, money order, or check that is dishonored. In the event of a dishonored bank wire transfer, direct deposit, cashier's check, money order, or check, Buyer agrees to make payment within two (2) days after receipt of notice from Company of a dishonored check, and to pay Company's NSF processing fee, and any and all collection costs including but not limited to, collection agency fees, and/or attorney's fees and court costs. Under no circumstance is Buyer allowed to make payments directly to Copart.

- **Transaction Fee.** All vehicles purchased, awarded and won at the auction due to bidding activity under Buyer’s bidder account are subject to a transaction fee. SalvageXM transaction fees are as follows:

<b>PURCHASE PRICE in USD</b>	<b>SalvageXM Transaction Fee in USD</b>
\$1-\$3,000	\$195
\$3,000 - \$29,999	\$250
\$30,000 and up	1% of purchase price

*\*\* (Purchase price includes applicable Copart Fees) \*\**

- **C. Storage Fee.** All Vehicles not removed from the housing facilities within three (3) business days for online bids and two (2) business days for kiosk/buy it now are subject to storage fees starting at \$5 USD per day, and upwards of \$30 USD per day, after 10 days. Buyer is responsible for checking the storage fee schedule for each individual yard. Any storage fees will need to be paid in full prior to the vehicle being picked up. The storage fee schedule is determined by each individual auction facility. The storage fee schedule can be found on the appropriate Copart auction location page where the vehicle is located.  
<https://www.copart.com/locations/>
- Any vehicle not removed from the premises after 10 calendar days will be subject to a resale by Company in effort to cover storage and any other applicable costs. Any vehicle not removed from the premises after 15 calendar days or more will be subject to abandonment and will become property of Salvage XM.
- **D. Sales Tax Indemnification.** Buyers purchasing vehicles from Company at wholesale pursuant to a sales tax exemption certificate agree to indemnify, defend, and hold Company harmless from any and all sales tax assessments, fines, penalties, damages, and costs, including attorney’s fees, incurred as a result of a determination by taxing authorities that the transaction was subject to the payment of sales, use, or excise tax.
- **E. Relist Fees.** In the event a vehicle is not paid for within the time specified by Company, Buyer agrees that Company may, in its sole and absolute discretion, cancel the sale, and relist the vehicle for sale. Buyer agrees to pay Company the relist fee of \$600 USD or 10% of the sale

price (whichever is greater) and Company's transaction fee and late fees. Buyer will forfeit the security deposit and be responsible to pay a relist fee price, Company's transaction fee, 3% credit card processing convenience fees, plus any collection costs, including court costs and reasonable attorney's fees. Relist fees may vary by facility. Buyer agrees to verify relist fees and relist dates prior to bidding on vehicles. Buyers causing excessive vehicles to be relisted are subject to suspension or revocation of their bidding privileges.

- **F. Unpaid Fees and Priority of Application of Payments.** Payments made by Buyer to Company will be applied in the following order: first towards any unpaid fees (including but not limited to Buyer, convenience, storage, loading/gate, late payment, relist, transaction and delivery fees), then towards payment of any vehicles purchased by Buyer. Buyer agrees that Company has no duty to release vehicles or vehicle titles until all unpaid fees are paid in full.
- **G. Refunds.** Refund is defined as the transfer of funds pertaining only to a Security Deposit from Company to the registered Buyer of Company's website and is susceptible to the following requirements: 1. Buyer has not won the sale specified by the bid placed. 2. Buyer has paid for lot in full, removed lot from auction location, and applicable fees have been paid in full. 3. Buyer specifically requests a refund. The refund request has been verified as valid by Company. Allow up to 15 business days for all refund processing. Refunds that are made by wire transfer are subject to a \$50 wire fee.

**H. Other fees.** Company charges \$75 documentation/title fee for every purchase, this will include delivery of title & documents to buyer. For every vehicle won you will be charged a mandatory Copart broker transaction fee of \$ 50. This fee is separate from the Copart auction fees. All applicable Copart transaction fees will be passed to the buyer which will include Copart bidding fees, Copart gate fees, Copart virtual bid fees, Copart environmental fees, Copart mailing fees and any applicable Copart storage or late fees.

- **I. Georgia residents notice.** If you reside in state of Georgia and if you purchase any vehicle with intention of registering/titling such vehicle in the State of Georgia you will be required to pay applicable Georgia TAVT fees, along with \$185 documentation fee to cover title and registration processing. Company is a licensed dealer in the state of Georgia and according to laws and regulations is required to collect TAVT and registration fees.

#### **IV. MISCELLANEOUS**

- **A. Forum Selection, Venue, Jurisdiction, Choice of Law, and Service of Process.** Buyer acknowledges and accepts the following as express conditions to membership with Company: This Agreement together shall be governed by the laws of the State of Georgia without reference to the principles of conflicts of law. Each party hereby irrevocably submits to the jurisdiction of the courts of the State of Georgia, sitting in Cobb County, and the courts of the United States for Georgia. Buyer consents to the service of process by certified or registered mailing of the summons and complaint to the last address provided by Buyer to Company. Buyer consents to the forum selection, choice of law, jurisdiction, and venue provisions described above.
- **B. Severability.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms and provisions set

forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same results as that contemplated by such terms and provision.

- C. **Integration.** This agreement is the entire and sole agreement of the parties hereto with respect to its subject matter. There has been no representation, warranties, or promises outside of the Terms and Conditions