

Recycled Parts Plus USA

Quality & Assurance

Buyer Agreement and Auctions Rules

By registering as a buyer ("Buyer") with Recycled Parts Plus USA ("RP+") you agree to be bound by the following terms and conditions. RP+ reserves the right to amend these terms and conditions at any time without prior notice to the Buyer. Terms and conditions printed on auction lists, announced at the live auctions and displayed on RP+'s Website at www.recycledpartsplus.com become part of this agreement by reference.

Registration

Eligibility - Individuals wishing to register must be 18 years of age or older and meet all requirements imposed by federal, state, and local government laws and regulations. In addition, RP+ site-specific registration requirements will apply. RP+ reserves the right to deny or cancel membership of any individual or entity at its discretion.

Registration - Any individual or entity wishing to bid at RP+ via the Internet, must complete the buyer registration form, and submit proof of identity (driver's license, state ID, passport, etc). To gain access to bid via the Website, copies of current licenses and completed sales tax exemption certificates must be submitted to RP+. Membership must be renewed annually by verifying accuracy of current member information on file and Licenses must be renewed and submitted to RP+ prior to expiration to retain active buyer status.

Authorized Bidders - Businesses may authorize an additional buyer to place bids on behalf of the company. The completion of the Additional Bidder Request is required to activate bidding privileges for these individuals. Limits as to the number of additional buyers on an account may be imposed at the sole and absolute discretion of RP+. Our system will not prevent multiple bidders from the same company from bidding against each other before or during the auction. All bidders assume full responsibility for each of their bids, regardless of who they are bidding against, including anyone from within their own organization. Only registered Buyers in good standing may bid on vehicles.

Account Responsibility - Buyers are responsible for all transactions on their account, including, without limitation, all live bids placed by authorized bidders and bids submitted through RP+'s Website using the login name and password issued to the Buyer. Accounts cannot be transferred. In the event of unauthorized use of login information, buyer shall be responsible for all charges incurred prior to receipt of written notice by RP+ advising of such unauthorized use.

Membership Cancellation - RP+ reserves the right to suspend or revoke the buying privileges of a Buyer for any reason.

Release of Liability - Buyers irrevocably and unconditionally waive and release their rights (if any) to recover from RP+, its directors, officers, employees, representatives, agents, 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, which may arrive from, or be related to, bodily injury, property damage, or other occurrence on RP+'s premises. Under no circumstances, including negligence, shall RP+ 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 RP+ has been advised of the possibility of such damages. Furthermore, Buyers agree to indemnify, defend, and hold RP+ harmless from any and all damages, losses,

liabilities, costs or expensed, arising from claims made by Buyer guests for bodily injury or property damage occurring on RP+'s premises.

Auction Cancellation - RP+ may, at any time, in its sole and absolute discretion and with or without notice, postpone or cancel a sale. RP+ will neither be liable or obligated to the Buyer as a result of any auction postponement or cancellation.

Vehicle Withdrawal - RP+ reserves the right to withdraw from auction any vehicle for any reason at any time at its sole and absolute discretion.

Tie Bid Policy - In the event of a tie between two proxy bids placed for an RP+ bid sale, RP+ will solicit follow-up bids from each party involved in the tie. If tie cannot be broken, Administrator may award vehicle to bidder who placed bid first or rerun the vehicle.

Vehicles Listed with Minimum Bid - Vehicles requiring the approval by the vehicle provider will not be released to Buyers until bid is accepted by the vehicle provider.

Bid Rejection - RP+ reserves the right to reject or void bids at any time for any reason. Should a dispute arise regarding a bid, RP+ is the single deciding authority with sole and absolute discretion in resolving disputes. Buyers agree to indemnify, defend, and hold harmless RP+ from any and all liability arising from decisions made resolving disputes.

Payment and Pickup

Fees - A buyer fee will be charged for each vehicle sold. Other fees may also apply. It is the sole responsibility of the Buyer to verify fees charged by any RP+ facility prior to incurring such charges. All fees are subject to change without notice.

Payment - Payment for any vehicle awarded is due within 3 working days (auction day plus 2 working days, i.e., if auction is on Monday, payments is due by close of business on Wednesday). Vehicles not paid within specified timeframe will be subject to a Late Fee of \$10 per day per vehicle. Payment for vehicles may be made by cashier's check or money order. Company checks will only be accepted with prior approval by RP+. Restitution for any checks returned to RP+ for any reason will need to be received within two working days. Any check returned for NSF will be subject to RP+'s NSF processing fee and any and all collection costs including but not limited to collection agency fees and/or attorney's fee and court costs.

Sales Tax Indemnification - Buyers purchasing vehicles from RP+ upon presentation of a sales tax exemption certificate agree to indemnify, defend and hold RP+ harmless from any and all sales tax assessments, fines, penalties, damages, and costs, including attorney fees, incurred as a result of a taxing authority determination that the transaction was subject to the payment of sales or excise tax.

Reneged Fee - In the event a buyer reneges on a vehicle, buyer agrees to pay RP+ the renege fee of \$1000 or 15% of sale price, whichever is greater. Buyer is also responsible for any and all collection costs, including attorney fees and court costs. Bidding privileges will be suspended until payment has been received. Any buyer that reneges on a second vehicle will have his bidding privileges revoked.

Vehicle Pickup - Vehicles must be picked up within 5 working days (1 auction day plus 4 working days). If not picked up within specified timeframe, storage fees of \$10 will be charged per day/per vehicle. Vehicles can only be picked up during yard hours. Vehicles remaining at RP+'s facility after the sale will be at the sole risk of the Buyer. RP+ will not recognize any claim for theft or damage, in whole or in part, after the vehicle has been

awarded.

Yard Rules

1. No one under the age of 18 allowed access to RP+ facilities.
2. Any damage to RP+ property by Buyer will be charged to Buyer.
3. Anyone caught stealing, removing parts, taking keys, or damaging vehicles will be arrested and prosecuted to the fullest extent of the law.

Internet Bidding Terms and Conditions

Registration and Fees - You must be a Buyer in good standing in order to gain access to or bid on vehicles offered via RP+'s Internet-based vehicle bidding program and procedures ("System"). By registering for and using the system, you agree to be bound by the terms and conditions provided herein and any and all other terms and conditions outlined on sale lists, announced at live auctions, and the Website Terms of Use available for viewing at <http://www.recycledpartsplus.com/TermsOfUse.php>. RP+ reserves the right to amend the terms, conditions, and fees set forth herein at any time without prior notice. If, at any time you do not agree with the terms and condition of this Agreement, or of any subsequent amendments to this Agreement, immediately discontinue using and accessing the System.

You will receive an RP+ Online Bidding Login ID ("Login") and a default password ("Password"). You are responsible for changing the default Password for your Login and maintaining the confidentiality of your Password. Buyer entering into this agreement and identified in the Buyer Registration Application is fully responsible for all bids placed with your Login and for any/all charges, which may accrue to your account. You agree your Login will only be used by or disclosed by you to any other duly authorized employees/agents on your account. Payment responsibility remains with you for all bids placed and accepted by you and your authorized bidders. You agree to immediately notify RP+ of any unauthorized use of your Login or any other potential or actual breach of System security. You agree to exit from the system at the end of each session to minimize the possibility of an unauthorized person using your Login. Your Login and account cannot be transferred or assigned to any other person or entity. You acknowledge that once the System accepts your online bid, it can only be deleted for sealed bid sales. Online bids placed for vehicles sold at live auction can be reduced to the current high, but cannot be deleted. Please be careful when placing your bids. You acknowledge that RP+ reserves the right, in its sole discretion, to delete, disable or suspend your Login at any time for any reason including, but not limited to, non-payment or late payment of any money due RP+, failure to claim a vehicle; expired registration or license. You further acknowledge that RP+ reserves the right to change the System or the general business practices related to the System, at any time, temporarily or permanently, in its sole discretion, with or without notice.

You agree that all bids placed in the System will be bound by the then-current policies, fees, terms, conditions and restrictions set forth by the RP+ branch office ("Facility") at which the vehicle is being sold. There is no Fee to access the System or to place bids as long as you are a Buyer in good standing with RP+. You agree that all outstanding amounts due RP+ must be paid or settled in full before you will be allowed to place bids in the System.

Disclaimers

Conditions of Sale - All vehicles sold through RP+'s auctions are sold "AS IS, WHERE IS", WITH NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MECHANABILITY. No warranty is made with respect to the accuracy of any information provided to Buyers regarding vehicles, provided in either written, or image form and Buyer should not base their bids solely on information provided for Buyers' convenience. This

information includes, but is not limited to year, make, model, VIN, mileage, odometer disclosure, condition, actual cash value, estimated repair cost, damage type, whether or not car starts, and sale document. In accordance with appropriate State Law, VEHICLES SOLD WITH REGULAR SALE DOCUMENT STATUS MAY HAVE SALVAGE SALE DOCUMENT STATUS IN THEIR HISTORY. RP+ does not guarantee that vehicles currently meet or can be modified to meet local emission and/or safety requirements. It is the sole responsibility of the Buyer to ascertain, confirm, research, inspect, and/or investigate vehicles and any and all information regarding the type, condition, and status of vehicles prior to placing bids. RP+ does not guarantee that vehicles sold can be legally registered in any state or country. Buyer accepts any and all risks associated with variations in state vehicle sale document and registration laws and the possibility that they may negatively impact the marketability of vehicles purchased at RP+ auctions (for instance, Buyer may purchase a vehicle in one state under a clear sale document but is required to sell same vehicle under a salvage sale document in state where business is located). No guarantee as to the condition of the engine or any of its components is expressed or implied.

Defective Equipment -No motor vehicle equipment (including a tire) that is the subject of a decision under section 30118(b) of Title 49 U.S.C. or a notice required under section 30188(c) of Title 49 U.S.C. is sold for installation on a motor vehicle.

Privacy Notice - Information requested by RP+ will be used solely for registration and account maintenance. It will not be disclosed to anyone without the prior written consent of the Buyer. RP+ does not sell information regarding its buyer base.

Deployed Airbags - Vehicles offered by RP+ may contain deployed airbags that have not been replaced.

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