



Auction XM Terms and Conditions:

By registering and doing business with Auction XM, Inc. ("Auction XM", "we", or "us"), you agree to the following Terms and Conditions:

REGISTRATION

- Auction XM will review your application and register you or notify you that more information is required. Incomplete applications will not be considered.
- As a registered customer with Auction XM, you will receive an account designation and access to purchase inventory.

DEPOSITS

- Before purchasing any vehicle, you must provide a deposit to enable Auction XM to open a line of credit for you.
- Credit lines are created and calculated by Auction XM. Before any bids or purchases can be made a fully refundable deposit is required to be on file. Our minimum opening deposit is \$1500 USD regardless of the purchase price of the vehicle. Deposits can be scaled up from there to meet your purchasing power needs. We reward purchases through AuctionXM by increasing your credit limit as more purchases are made. Our opening credit multiplier is 10 X the amount deposited. For example an opening deposit of \$1500 USD would have a \$15,000 USD credit limit.
- Deposits are refundable upon account closure if all your obligations are paid and you are in good-standing. A wire fee of \$30 USD for Domestic and \$45 USD for International will be accessed to all deposit returns.
- Deposits may NOT be used to fund vehicle purchases.
- Auction XM may deduct from your deposit, without notice to you, the amount of any due and unpaid fees, charges, expenses, and resale fees and losses. Such fees and expenses are described in more detail below. You will remain liable to Auction XM for any such amounts owed in excess of the amount of your deposit.
- Deposits may be increased or decreased at no fee up to one time each month. Any additional adjustments during the same month will incur an administrative fee specified by Auction XM.

PURCHASING PROCEDURES

- You authorize and instruct Auction XM to pay the auction or seller on your behalf for any vehicle you choose to purchase.
- You agree to reimburse Auction XM for the sale price of the vehicle, taxes, and customary auction fees and charges for services rendered as set forth in the attached Appendix A and the section below entitled "Payment Terms."
- Auction XM requires an original (valid) title and bill of sale to process each purchase. These documents are typically sent by the auction directly to Auction XM.



PAYMENT TERMS

- You must make all payments to Auction XM in US Dollars (USD). If local currency accounts are accepted by Auction XM, then the amount owed will be determined based on then-current exchange rates.
- Payments to Auction XM can be made by wire transfer.
- Auction XM cannot and will not accept third-party payments.
- The date of the sale is considered Day 0 for purposes of calculating payment due dates and late fees.
- Payment Schedule:
 - ❖ By the close of regular business hours in Atlanta, Georgia, on Day 5 following the date of the sale: (1) the sale price of the vehicle (including any taxes); and (2) auction fees, brokerage fees and title-handling fees as set forth in Appendix A.
 - ❖ Before the vehicle is loaded on board a vessel for international carriage: all other fees and charges incurred by Auction XM in effecting the sale and shipment of the vehicle, including, but not limited to, ocean freight, ground freight, marine insurance, and international courier fees.
- No vehicle that is shipped by Auction XM will be released to you until full payment, including all fees, charges, and taxes, is received by us in accordance with the terms set forth above.
- Time is of the essence with respect to all of your duties hereunder. Notwithstanding the specification of specific consequences below, Auction XM reserves all legal rights and recourse for late or missing payments.

LATE PAYMENTS

- If, at the close of regular business hours on Day 6 following the date of sale, Auction XM has not received the amounts due and owing from you (per the "Payment Terms" above), your Auction XM accounts will be suspended and you will be barred from making any further purchases with us, also a late fee of \$200 or 2% of the purchase price of the vehicle, whichever is greater, will be imposed.
- Additional late fee charges will accrue at the rate of \$25 per day from Day 7 through Day 10.

FORFEITED VEHICLES

- If, at the close of regular business hours on Day 10, an outstanding balance remains with respect to any purchased vehicle, such vehicle will be forfeited to us and set for resale by Auction XM. You will owe Auction XM a resale fee of \$450 with respect to each forfeited vehicle.
- Any loss incurred in the resale (plus any due and unpaid fees) will be deducted from your deposit, and any excess will be charged to your account with Auction XM.
- You grant Auction XM a security interest and lien in all motor vehicles we ship or finance for you to secure any and all of your obligations to us and to Manheim.

ACCOUNT TERMINATION



- Auction XM reserves the right to inactivate or suspend your account or lower your credit limit for any reason, including, but not limited to: non-use, violations of these Terms and Conditions or any other agreement you have with Auction XM (including, but not limited to, late payments), violations of law, etc.

REPRESENTATIONS AND WARRANTIES

By signing below, you represent and warrant that:

- You have the legal capacity and authority to enter into this legally binding agreement and to purchase vehicles;
- You are not on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List or located in any country that is on any such list;
- You will use your account with Auction XM solely for lawful and legitimate purposes; and
- You are solvent and have the financial capacity to meet your obligations to us.

CHANGES IN TERMS

- You understand and acknowledge that Auction XM may make changes to these General Terms and Conditions at any time in its sole discretion by posting amendments on our website and that your making any purchase or otherwise doing business with us following any such change constitutes your consent and agreement to the change.
- Auction XM will post an updated copy on the Auction XM website any time there is a change to these general Terms and Conditions and provide fifteen (15) days advance notice of amendments to fees and payment terms via your email address on file. You are responsible for keeping your email address current and for periodically checking the Auction XM website for changes to these Terms and Conditions.

ENTIRE AGREEMENT AND AMENDMENT; NO WAIVER

- These Terms and Conditions, and the documents incorporated herein by reference (including hyperlinks) and the appendices attached hereto, contain the entire agreement between you and Auction XM with respect to the subject matter hereof, and no prior or contemporaneous oral or written representations or agreements between you and Auction XM with respect to the subject matter of these Terms and Conditions shall be of any force or effect. Any additions, amendments, or modifications to these Terms and Conditions shall be of no force or effect unless signed or posted online by Auction XM. Auction XM's non-enforcement or delayed enforcement of any provision of these Terms and Conditions, including, but not limited to, acceptance of any late or partial payment or delay in repossessing or reselling a forfeited vehicle, shall not be deemed a waiver of any right of ours or constitute a course of dealing between you and Auction XM.



By signing below, you represent that you have read, understand, and hereby agree and consent to be legally bound by these Auction XM Terms and Conditions, the appendices attached hereto, and any other document incorporated herein by reference, including without limitation the general Auction XM Terms and Conditions.

_____ Name _____ Date

ALL OWNERS AND PRINCIPALS ARE REQUIRED TO SIGN BELOW

Each of the undersigned, in his or her individual capacity and in a representative capacity on behalf of the dealership listed above (“Dealer”), hereby certifies that the information contained within this form and all of the documentation and other materials submitted to Auction XM are true and complete in all respects, and authorizes Auction XM and its affiliates to (i) obtain and share credit and other information relating to Dealer and the undersigned from credit bureaus, financial institutions, creditors, and other third parties; (ii) communicate with Dealer and the undersigned via facsimile, email, and telephone (including text message and phone calls using an autodialer or pre-recorded or artificial voice) for any purpose, including general business matters, collection, and other account matters and for marketing and promotional purposes. Neither this Application and Registration Form nor its acceptance by Auction XM shall constitute a commitment by Auction XM to provide goods or services or otherwise do business with Dealer or any of the undersigned, or to take any other action. Auction XM reserves the right to approve or reject any registration form and to decline to do business with Dealer or any other party at any time for any reason.

Name:

Name:

Title:

Title:

Date:

Date:

Appendix A: Fee Schedule for Customers

Price of Vehicles Purchased: At Cost (i.e. your agreed auction purchase price)

Hosting Auction Fees: At Cost (Typically from \$250-\$400 per car)

Brokerage Fee:

- Dealers \$250

Title Handling, including courier \$ 50

Storage Fees: If applicable, at cost

Repossessed vehicles or vehicles otherwise scheduled for resale \$450