



Buyers Terms and Conditions

The following terms and conditions constitute an agreement between you and Salvage Claim And Auction (“SCAA”) hereafter by referred as “Company” regarding use of and access to SCAA’s websites www.salvageclaimnauction.com, apps and programs and the services and content available via such offerings (collectively, the “Service”).

A. Membership Types

In order to bid on a vehicle, you must be a Member in good standing, provide a copy of a valid US driver’s license, state-issued ID or a passport at the time of registration. You are also required to maintain a minimum-security deposit in order to submit a bid.

1. BASIC membership is a free registration that allows Buyer to purchase 1 vehicle using Robo-Bidding or Live Bidding.
2. PREMIUM membership is a \$150 USD non-refundable annual registration that allows Buyer to purchase unlimited type and number of vehicles using Robo-Bidding and Live Auction Bidding on Company’s website. This registration will automatically renew each year and Buyer will be charged a non-refundable \$150 USD annual renewal fee unless the subscription is canceled before the next scheduled payment.

B. Security Deposit

Before bidding, you must place a refundable security deposit of \$500.00 USD or 10.0% of intended maximum bid, whichever is greater ("Security Deposit"). By placing a Security Deposit by certified check or credit card with Company, you agree to the terms set forth herein for when the Security Deposit can or cannot be refunded, and by what method that Deposit can be refunded.

C. Bidding Process

1. Only registered buyers in good standing may place electronic bids.
2. Robo-Bids can be placed on auction vehicles before or during the online auction. Buyer would not be able to place current bid for the vehicle on which he has submitted Robo-Bid
3. Live Bids can be placed as the live auction progresses.
4. Submission of an online bid is final and cannot be revoked. Bid increments should be equal to or more than the increments set by the seller. NOTE: All vehicles will start with a minimum bid based on current market conditions.
5. Company or Seller is not responsible for any and all Internet related problems with our website or computer system. In addition we are not responsible for any problems regarding your computer or Internet service.
6. In the event of a tie bid, the earliest bid made becomes the winning bid,
7. Company/Seller reserves the right to reject or void bids for any reason, at Company/Seller’s sole and absolute discretion.
8. Company may with or without notice, postpone or cancel an auction, or withdraw a vehicle from an auction at Company’s sole and absolute discretion.
9. In the event a vehicle is removed from the auction prior to the time of the auction, your online bid will be considered void.



10. Company/Seller is not responsible for and cannot prevent multiple buyers 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 whom they are bidding against, including anyone from their own organization.

D. Payment and Pickup

Fees - A "Transaction Fee" will be charged for each vehicle sold. Other fees may also apply. Fees may vary by Seller Facility & Locations. It is the sole responsibility of the Buyer to verify fees charged by Company & Seller's 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, payment is due by close of business on Wednesday). Vehicles not paid for within the specified timeframe will be subject to a Late Fee of \$50 or 2% of the selling price of the vehicle, whichever is greater. Payment for vehicles may be made by wire transfer, cashier's check or ACH (additional rules apply). Checks will only be accepted with prior written approval by Company or Seller. Restitution for any checks returned to Company Or Seller for any reason will need to be received within two working days. Any check returned for NSF will be subject to Company or Seller's NSF processing fee. Buyer shall be liable for, and agrees to reimburse Company or Seller for, any and all collection costs associated with NSF payments, credit card charge backs and other past due accounts, including but not limited to collection agency fees and/or attorney's fee and court costs.

Sales Tax Indemnification- BUYERS PURCHASING VEHICLES FROM COMPANY OR SELLER UNDER A SALES TAX EXEMPTION CERTIFICATE AGREE TO INDEMNIFY, DEFEND AND HOLD COMPANY & SELLER INDEMNIFIED PARTIES 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.

Duplicate Title Fee There will be a \$200 fee for each Duplicate title requested. This process takes 2-3 weeks and the fee MUST be paid prior to processing the application for the Duplicate Title. Once the Duplicate Title is received by Seller, Buyer will receive a phone call to come to the seller's facility to sign and pick up the title.

Renegé / Restocking Fee Any vehicles reneged by either the Buyer or Seller for non-payment of vehicles will be charged a Renegé Fee of either \$200 or 20% of the price of the vehicle, whichever is greater. A Renegé on your account will result in suspension of the Buyer Account until the fee is paid in full. Excessive Reneges on your account may result in banning of any future buying from Seller.

Vehicle Abandonment- If the vehicle is not paid for and/or picked up from the auction facility within seven (7) days of the sale date, Company & seller reserves the right to consider the vehicle abandoned, to take over ownership, resell it, and to bill you for an amount up to and including the full purchase price of the vehicle plus any amount of storage fees or resale fees as Company sees fit.

Vehicle Loading - Service Fee applies. Buyer understands that the loading process is fraught with danger to person or property because it involves lifting a vehicle with forklifts and placing the vehicle on a transporter. The forklifts could cause damage to the vehicle. The loader could drop the vehicle causing injury to persons or property. Buyer is responsible for directing the load onto the transport and securing the load. BUYER IS SOLELY RESPONSIBLE FOR PREVENTING DAMAGE TO THE TRANSPORT OR VEHICLE AND SECURING THE LOAD. KNOWING THESE AND OTHER RISKS INHERENT IN SELLER'S LOADING PROCESS, BUYER FULLY ASSUMES ALL RISKS ASSOCIATED WITH SELLER'S LOADING SERVICES AND BUYER



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IRREVOCABLY AND UNCONDITIONALLY WAIVES AND RELEASES COMPANY & SELLER INDEMNIFIED PARTIES FROM ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS OR EXPENSES ARISING OUT OF CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE, OR OTHER OCCURRENCE DURING THE LOADING PROCESS WHETHER CAUSED BY SELLER'S OWN NEGLIGENCE OR OTHERWISE. BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS Company Or Seller INDEMNIFIED PARTIES FROM ANY AND ALL LOSSES, CLAIMS, DEMANDS, OR LAWSUITS RESULTING FROM OR RELATING TO THE LOADING PROCESS OF BUYER'S VEHICLE.

Vehicle Pickup - Vehicles must be picked up within the time allowed by the Seller where the vehicle is located. If not picked up within specified timeframe, Storage Fees will be charged per day/per vehicle. Vehicles can only be picked up during yard hours. Company & Seller urges successful bidders to pick up their vehicles immediately after the sale to ensure their protection. Vehicles remaining at Seller's Facility after the sale date will be at the sole risk of the Buyer. Risk of loss on a purchased vehicle passes to the Buyer once the vehicle has been awarded to the Buyer. BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS Company/Seller INDEMNIFIED PARTIES FROM ANY AND ALL LOSSES, CLAIMS, DEMANDS, OR LAWSUITS RESULTING FROM DAMAGE TO AN AWARDED VEHICLE TO BUYER.

E. Exportation Rules

All International Buyers are responsible for exporting the vehicles that they purchase and must comply with customs export procedures where applicable. Buyers are responsible for knowing which vehicles they are allowed to export from the United States and which vehicles are permissible into the country to which the vehicle is being exported. All payment transactions will be in U.S. Dollars.

Legal

A. Forum Selection, Venue, Jurisdiction, Choice of Law, and Service of Process

You acknowledge and accept the following as express conditions to using Company's Website and Services: **This Agreement, your use of Company's Website and Services, and your relationship with Company shall be governed by the laws of the State of New Jersey without reference to the principles of conflicts of law. You and Company hereby irrevocably submit to the exclusive jurisdiction of and agree that all disputes, claims, and causes of action arising out of or related to this Agreement, your use of Company's Website or Services, or your relationship with Company shall be litigated in the state courts of Middlesex County, New Jersey, or the federal courts of the Newark, New Jersey.** You consent to service of process by certified or registered mailing of the summons and complaint to the last address provided by you to Company. You acknowledge and expressly consent to the choice of law, mandatory forum selection, and service provisions set forth herein.

PENALTY FOR VIOLATION OF THIS SECTION: You agree that if you file or initiate litigation or any legal action (including arbitration or small claims) against the Company in any jurisdiction other than a state court located in Middlesex County, New Jersey, or federal court for the Newark, New Jersey, you will cause such litigation or action to be dismissed from that jurisdiction within fifteen (15) days of the date of written request from the Company. Additionally, you agree that any applicable limitations period(s) will not be tolled during the pendency of any litigation or action instituted in any jurisdiction other than a state court located in Middlesex County, New Jersey, or federal court for Newark, New Jersey. In the event you fail and/or refuse to cause such litigation to be dismissed, you hereby agree to pay all costs (including but not limited to court fees, attorney's fees, travel expenses, and other related expenses) incurred by the Company related to the Company's efforts to get such litigation or action dismissed and/or transferred to a state court located in Middlesex Country, New Jersey or federal court for the Newark, New Jersey.



B. Limitations Period

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM, DISPUTE, OR CAUSE OF ACTION AGAINST THE COMPANY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DATE ON WHICH SUCH CLAIM AROSE OR BE FOREVER BARRED.

C. Limitation of Liability

REGARDLESS OF PREVIOUS PARAGRAPHS, IF COMPANY OR SELLER IS FOUND TO BE LIABLE IN ANY CLAIM, DISPUTE, OR CAUSE OF ACTION RELATED TO YOUR PURCHASE OF A VEHICLE OR YOUR USE OF COMPANY'S WEBSITE OR SERVICES, COMPANY'S OR SELLERS LIABILITY TO YOU OR TO ANY THIRD-PARTY IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE AND RELATED FEES FOR ANY VEHICLE(S) IN DISPUTE; AND IF COMPANY IS FOUND TO BE LIABLE IN ANY CLAIM, DISPUTE, OF CAUSE OF ACTION RELATED TO ANY OTHER FEES AND/OR CHARGES UNDER THIS AGREEMENT OR AS A RESULT OF YOUR USE OF COMPANY'S WEBSITE OR SERVICES, COMPANY'S OR SELLER'S LIABILITY TO YOU OR TO ANY THIRD-PARTY IS LIMITED TO THE AMOUNT OF THE FEES AND/OR CHARGES IN DISPUTE. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL COMPANY OR SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS THAT RESULT FROM OR ARE RELATED TO THE PURCHASE, SALE, DISTRIBUTION, USE OF (OR INABILITY TO USE) ANY VEHICLE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

D. 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 this Agreement and all other written agreements with Company remain in full force and effect and shall in no way be affected, impaired, or invalidated, and the parties shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term or provision.

E. Integration

Except as otherwise stated herein, this Agreement is the entire and sole agreement of the parties hereto with respect to its subject matter, and there have been no representations, warranties, or promises outside of this Agreement.

F. Indemnification

By using Company's Website or Services, you agree to release Company, its auction facility partners, sellers, customers, users, employees, and other related and affiliated parties from any and all liabilities, costs, expenses, damages, claims, and causes of action.

G. Revisions

Company reserves the right to change any part of this Agreement at any time, with or without prior notice. The latest version of this Agreement will be made available on the Website, and it is your responsibility to ensure that the latest version of this Agreement is understood before bidding on or purchasing any vehicles through Company's Website or Services.



BUYER REGISTRATION FORM

Company Name: _____

Owner's Name (Print): _____

Street Address: _____

City: _____ State _____ Zip _____

Country: _____ Dealer's License #: _____

Exp. Date: _____ Tax ID #: _____

Driver License #: _____ Tax Exempted? Yes No

Bank Name: _____

Bank Address: _____

ACH Account No.: _____ ACH Routing Number _____

Phone #: _____ Cell #: _____

Fax #: _____ Email: _____

Purpose for purchasing vehicles at SCAA – Please check all that apply:

Wholesale / Retail Sales (testing for merge)

Scrapping / Crushing / Recycling

Rebuilding / Repairing

Exporting

Dismantling / Selling Parts

Other _____

I have read the Buyer Terms and Conditions dealing with vehicle purchases. To remain a buyer in good standing, I agree to comply with these and all other policies that may be posted in the facility.

1. Owner Print Name

2. Owner Sign Name



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**** For additional buyers please complete Agent Authorization Form ****

Attach copies of the following: Driver's License Dealers License Tax Certificate

Do not write below this line

For Office Use Only: Employee Signature: _____
SCAA Buyer Number: _____ Approved Payment: _____ Date: _____