

ADESA RICHMOND PUBLIC AUCTION BIDDER REGISTRATION FORM



Auction: ADESA Auctions Canada Corporation o/a ADESA Richmond Public Auction
16179 Blundell Road
Richmond, BC V6W 0A3
Tel: 604-233-7333 Fax: 604-232-4461
MVSA License # 10100 **GST/HST # 896110525 RT0016**

Date: _____

Bidder registration information will appear on the bill of sale. Please ensure that bidder information corresponds with the vehicle ownership registration information that you will require.

A BIDDER INFORMATION					
First Name	Middle Name	Last Name			
Street Address				Apt/unit	City/town
Province	Postal Code	Day tel #	Evening Tel #	Other Tel #	Fax #

B BUSINESS REGISTRATION (Information required to process a purchase in the name of a Business Entity)					
Legal Name:			Business (Trade) Name (if applicable):		
Street Address				Apt/unit	City/town
Province	Postal Code	Day tel #:	Evening Tel #:	Other Tel #:	Fax #:

C LICENSE AND INSURANCE		
Dr. Lic Number/RIN:	Province:	Exp date:
Insurance Company:		Policy No.
Expiry Date:	Name of Agent:	Telephone No.

D PAYMENT AND OTHER INFORMATION
Deposit will be made by: <input type="checkbox"/> Cash <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Debit <input type="checkbox"/> Certified Cheque <input type="checkbox"/> Bank draft <input type="checkbox"/> Money order <input type="checkbox"/> Electronic Funds Transfer Primary purpose for purchasing vehicles at ADESA Public Auctions: <input type="checkbox"/> Personal use <input type="checkbox"/> Business use <input type="checkbox"/> Resale (Must be a registered motor vehicle dealer and complete Dealer Registration package) <input type="checkbox"/> Other _____ (please specify)

E ACKNOWLEDGEMENT OF PUBLIC AUCTION POLICIES
I have read and understand ADESA'S Public Auction Policies (the "Policies"). I acknowledge and agree that the Policies set out the terms and conditions of my use of ADESA's services and are legally binding on me.
Bidder Initials: _____

F REGISTRATION INFORMATION
The information provided in this form will be used for the purposes identified in our Privacy Policy, which includes transferring vehicle ownership to you if you are the successful bidder. If you are <u>not</u> the successful bidder, please indicate below how you prefer your registration information to be handled (select one only): <input type="checkbox"/> Please return all documents to me at the end of the sale. (Note: bidder must attend in person and verify identity to pick up documents.) <input type="checkbox"/> Please destroy all documents after the sale. <input type="checkbox"/> Please keep all documents and information on file so that I may maintain my registration status for future sales.
Bidder Initials: _____

G BIDDER'S ACCEPTANCE	
I confirm that all information provided by me is true and correct. I have read all of the terms and conditions of this Agreement including those in the Policies which form part of this Agreement. I also agree that no verbal promises have been made to me by Auction or its employees. I understand that the written terms and conditions of this Agreement and the Policies make up the entire Agreement.	
Bidder's Signature	Date

SUMMARY HANDOUT FOR IN-LANE BUYERS

A. GENERAL TERMS AND CONDITIONS

1. **Terms and Conditions.** Welcome to ADESA Public Auctions! The ADESA Public Auction Policies apply to your use of our services and are implied terms and conditions of every agreement (oral or written) that you enter into with the Auction and with every Buyer and Seller. If you do not agree to be bound by these Policies, please do not access our services.
2. **Definitions.** *[Omitted in Summary. Please see complete version of Public Auction Policies.]*
3. **Our Role.** ADESA is an auction service provider. We make a marketplace where items are bought and sold through open competitive bidding. Unless otherwise announced, all items offered for sale are on consignment and are not owned by the Auction. The Auction is paid fees, by both the Buyer and the Seller and sometimes by third parties, for its services. We offer an arbitration service on eligible Vehicles to quickly and fairly resolve disputes between Buyers and Sellers. The Auction makes no representation, warranty or guarantee as to the accuracy or completeness of the description, equipment, warranty, service policy, title, history, odometer reading or disclosures regarding items offered for sale.
4. **Safety.** Auctions are noisy, busy and potentially hazardous places. Vehicles are continuously moving, exhaust fumes are present and, depending on the weather, floors, walkways and other areas may be wet, snow covered, slippery and/or icy. Please read and observe all safety notices and warning signs posted at each Auction location. Do not enter areas restricted to Auction personnel. Observe safety instructions provided by Auction staff. Every person who attends an auction sale or who attends at ADESA premises does so at his or her own risk with notice of the condition of the premises and the activities on the premises.
5. **Children.** We love children; but, for their safety and the safety of our employees, we do not recommend bringing children with you to an auction sale. You are responsible for carefully watching and controlling your children at all times.
6. **Payment.** All fees are due and payable by the end of business on the date of sale and will be automatically deducted by Auction from the bidder's deposit. Without limiting any other remedy available to it, ADESA may retain possession of items purchased or consigned for sale by you and/or withhold ownership documents until all amounts owed have been paid. You agree that ADESA may deduct its fees and any other amounts owing by you from any amounts that may be payable by ADESA to you, including sale proceeds. Please see Section B, paragraphs 4 and 6 for additional payment terms for Buyers.
7. **Interest and Costs.** Interest on overdue payments will apply at the lesser of the maximum legal rate or 1.5% per month (18% per year). You agree to pay all costs, including, without limitation, legal fees on a solicitor and client basis, reasonably incurred by us to collect any amounts owed by you.
8. **Security Interest.** By registering as a bidder, consigning an item for sale, or otherwise using our services, you hereby grant to ADESA a continuing security interest and hypothec in all items purchased or consigned for sale by you through ADESA and all proceeds from the sale of them to secure payment of all fees, debts, liabilities and obligations owing by you to ADESA. If you fail to pay any amount when due, ADESA will be entitled to exercise the rights and remedies of a secured creditor including, but not limited to, the right to seize and/or sell the secured property and apply the sale proceeds against the amounts owed.
9. **Conduct of Sale.** Auction reserves the right, in its sole discretion, to do any of the following:
 - a. withdraw any item entered or listed for sale;
 - b. postpone or cancel a scheduled sale without notice;
 - c. reject any and all bids;
 - d. announce that a sale is subject to an If Bid; or
 - e. unwind a sale after an item has been declared sold if, due to an error, omission, or other circumstances it would be fair and reasonable to do so.
10. **Vehicle Disclosures.** Buyers and Sellers should be familiar with the Vehicle Disclosure List and terminology used to describe the condition and history of a Vehicle.
11. **Lights.** ADESA uses a coloured light system to give bidders visual information about the conditions under which a Vehicle is being offered for sale. At In-Lane and LiveBlock® Vehicle Sales, the lights mean:
 - Green:* Arbitration available.
 - Yellow:* Disclosures about the condition or history of the Vehicle have been made. Arbitration is not available for disclosed conditions.
 - Red:* The Vehicle is being sold "as is". Arbitration is not available except for Major Deception by Seller.
 - White*¹: Auction is not in possession of the Vehicle's ownership/registration documents on sale day and/or the Vehicle was previously registered in another province.
12. **Run Lists.** Run Lists are prepared as a guide and are based on information believed to be accurate at the time of publication. However, we do not warrant or guarantee the accuracy of information contained in the Run List.
13. **Gate Passes.** You may be required to present a Gate Pass to Auction security before your purchased item or unsold consigned item can be released. A Gate Pass is always required before a Vehicle can be released. A Gate Pass will be issued after you have paid all amounts due to the Auction.
14. **Insurance & Risk.** The Auction does not provide insurance coverage for items. Consigned items will be and remain at the Seller's risk until sold. Once the Buyer's bid has been accepted as the winning bid, the item will be at the Buyer's risk. Buyer and Seller are encouraged to obtain at their own expense adequate insurance coverage for consigned and purchased items. Proof of insurance will be required for Vehicles consigned or purchased.

¹ If a Vehicle is from Alberta or Saskatchewan, please note that the Auction bill of sale stands as the Vehicle registration document. For Alberta Vehicles, a Letter of Registration Confirmation from the applicable Alberta Ministry may be provided on request (fee applies). If you are intending to register an Alberta or Saskatchewan Vehicle in another province, please confirm the documentation requirements with the applicable provincial licensing office before bidding to ensure that you will be able to satisfy them.

- 15. Limitation of Liability.** You agree that in no event will ADESA be liable to you for direct or indirect damages, consequential damages, loss of goodwill, work stoppage, data loss, computer failure or malfunction or lost profits (collectively "Damages"). Without limiting the foregoing, you further agree that ADESA will not be liable to you for losses or Damages due in whole or in part as a direct or indirect result of any theft, conversion, liability, loss, damage, claim, expense (including legal fees), suit, judgment, or demand (collectively "Losses") arising out of, based upon or resulting from the possession, transportation, use, storage or operation of any item by ADESA, including but not limited to Losses due to or caused by or during transportation, delay, Auction decision, arbitration, cancelled sale, clerical errors, or fire, storm, flood, war, civil disturbance, riot, act of God, lightning, earthquake, or other similar casualty (ADESA's wilful misconduct or gross negligence excepted). ADESA's liability, if any, shall be limited to the sale price of the item, less 10% per month from the sale date. All liability of the Auction, if any, shall terminate 90 days after the sale date.
- 16. Indemnity.** You agree to indemnify, defend and hold harmless ADESA from all Damages and Losses in any way related to or arising out of your breach of these Policies or your breach of any agreement with the Auction.
- 17. No Warranties by Auction.** The Auction shall not be liable to either the Buyer or the Seller for any visible or latent defects in items. The Auction does not make or guarantee any warranty, express or implied, including, without limitation, make, condition, quality, merchantability, fitness for a particular purpose, service policy, or odometer reading, with respect to any item. Unless otherwise stated, all items are sold on an "as is" basis.
- 18. Waiver of Rights Against ADESA.** No action or legal proceeding will be commenced or prosecuted by the Buyer or the Seller against

ADESA for any matter, cause or thing directly or indirectly related to the Auction's Services or the failure to provide Services, including but not limited to arbitration services. The Buyer and the Seller release and waive all rights, remedies, claims, and causes of action against ADESA from any claim or remedy whatsoever, whether known or unknown, for or by reason of using the Auction's Services or facilities including but not limited to its arbitration services

- 19. Investigations.** The Auction cooperates fully with all investigations conducted by regulatory, government and police authorities (collectively "Investigative Authority"). By using our services, you authorize us to comply with all reasonable requests from any Investigative Authority for information and/or documents concerning you, your business, and/or transaction history. Any item in the custody or control of ADESA may be subject to inspection by Investigative Authorities without prior notice to you.
- 20. Video/Audio.** Most In-Lane Sales are video and/or audio recorded. By attending an In-Lane sale, you are consenting to the use of video and audio recordings for the purposes of dispute resolution, enforcement of the ADESA Policies, and all purposes identified in ADESA's Privacy Policy.
- 21. Data Ownership.** All information and records, whether oral, written, visual, electronic, digital or tangible (collectively "Data") transmitted, received or stored on or using ADESA's systems, equipment, computers, servers, or premises is the property of ADESA. Accordingly, except as otherwise expressly provided in these Policies, ADESA has the right to use, control access to, aggregate, modify, package, derive benefit from, remove, destroy or sell Data in whole or in part. Notwithstanding the foregoing, Data that contains Personal Information will only be used and disclosed in accordance with ADESA's Public Auction Privacy Policy.

B. BUYER TERMS AND CONDITIONS

- 1. Vehicle Purchase Restriction.** Unless you are a registered motor vehicle dealer, Vehicles may not be purchased for the purposes of resale.
- 2. Bidder Registration.** If you wish to bid at our public auctions, you must register online at least 24 hours before the sale date or in person before or on the date of sale. You must have reached the age of majority and have the capacity to form legally binding contracts to be eligible to register. You are responsible for all purchases made using your bidder number or, if registering online, your user id and password. We reserve the right to decline a bidder registration application or to cancel bidding privileges at any time.
- 3. Bidder Deposit.** If you are the successful bidder on an item, you will be required to immediately pay a deposit equal to the greater of: 10% of the purchase price or the minimum deposit amount. For Vehicle sales, the minimum deposit amount is \$400. For all other items, the minimum deposit amount is \$100. When you register, you will be required to establish the ability to pay the applicable minimum deposit amount.
- 4. Payment.** Successful bidders must complete and sign the Bill of Sale or sales invoice immediately after the sale. Payment must be made to the Auction and not to the Seller. The Auction must receive payment in full within 1 business day after the auction sale. Payment can be made by certified cheque, bank draft, money order, debit card, or Electronic Funds Transfer. Payment by Visa or MasterCard will be accepted up to a maximum of \$5,000 per transaction. Cash payments in excess of \$400 are not accepted. Additional charges may apply based on payment method.
- 5. Buyer Fees and Charges.** If you are the successful bidder, in addition to the purchase price, you will be required to pay fees and other charges as follows:

- a. Buyer's Fee
- b. Ownership Registration Fee
- c. Licensing Fee
- d. Vehicle History Report Fee
- e. Regulatory Fee (e.g. OMVIC- where applicable)
- f. PST and GST, or HST (as applicable)²

The amount of each fee will be posted on the Run List for each auction sale. If you choose to purchase additional products or services additional fees will apply.

- 6. Payment Default.** Failure to pay in accordance with these Policies will result in forfeiture of your deposit. In addition to any other rights available at law, if you fail to pay in full within the required time, ADESA shall have the right to a possessory lien and/or to register a security interest (including a purchase money security interest) against the Vehicle(s) on which you were the successful bidder. ADESA may resell the Vehicle(s) without notice to you. The proceeds from the resale, less ADESA's fees and all costs incurred, will be credited against your account. You will be liable to pay ADESA immediately upon demand any deficiency remaining on your account. Your deposit will be applied to the deficiency and/or retained by the Auction as liquidated damages.
- 7. Possession.** You do not have the right to take possession of an item purchased until the Auction has received payment in full.
- 8. Know your Purchase.** Our auction sales mainly involve used Vehicles. Most used Vehicles have defects, flaws and/or wear and tear. Please allow for this in your bidding. Buyers should inspect items

² In some provinces, licensed motor vehicle dealers with a valid retail sales tax exemption certificate may be exempt from paying provincial sales tax.

and carefully review all information made available to them before bidding. A post-sale Buyer Protection Plan inspection on all Vehicle purchases is recommended.

9. Information Inconsistencies. Information regarding the description, condition or history of a Vehicle may come from multiple sources (e.g. auction condition report, pictures, vehicle history reports, text announcements, etc) which occasionally can result in duplicate and/or inconsistent disclosure information. If the information provided is inconsistent or unclear, please contact an ADESA Customer Service Representative for clarification prior to bidding.

10. Understand the Bidding Process. Please ensure that you understand the bidding process. Our auction sales are fast-paced and energetic. If you do not understand the bidding process, please ask one of our Customer Service Representatives to assist you. For LiveBlock® Sales, please also review the Online Training modules offered through the ADESA Online System.

11. Lights. You are responsible for observing and understanding the Vehicle sale lights.

12. Auctioneer Announcements. Listen carefully to the Auctioneer before the bidding begins. The Auctioneer may have important information to tell bidders (including LiveBlock® online bidders) about the item that is up for sale. Auctioneer announcements may update or correct information previously provided and, in the event of inconsistency, will take precedence. The Auctioneer is not required to repeat information about an item during the sale. The Buyer is responsible for listening to the Auctioneer announcements. If in doubt, ask an ADESA Customer Service Representative for assistance.

13. Tote Board. At most Auction sites there is an electronic tote board behind the Auctioneer's podium that displays the bid price of the item that is on the auction block. As there may be a delay between when the Auctioneer accepts a bid and when it is recorded on the tote board, you must listen to the Auctioneer carefully for the most current bid price. If there is a difference between the tote board price and the price called by the Auctioneer, the price called by the Auctioneer takes precedence.

14. Ringmen. Most of our In-Lane Sales have Ringmen (male or female) who stand in or near the auction lane and assist the Auctioneer in identifying bids. If you want to place a bid, catch the attention of a Ringman or the Auctioneer.

15. Bidding Process at In-Lane Sales.

- a. **Tendering a Bid.** You will be deemed to have tendered a bid when you indicate, by speech, expression, hand signal or otherwise, the intention to enter a bid equal to or greater than the price being called by the Auctioneer. Once tendered, a bid may not be withdrawn.
- b. **Accepting a Bid.** The Auctioneer may not accept a bid that, in the opinion of the Auctioneer, is only a nominal or fractional advance on the highest bid previously accepted by the

Auctioneer or if the Auctioneer believes that the bid was not tendered in good faith.

c. **Tied Bids.** Where bids are tied, the Auctioneer may break the tie in any manner that the Auctioneer considers appropriate in the circumstances. The decision of the Auctioneer is final.

d. **Sale.** Except for If Bids, an item is sold when the Auctioneer announces that it has been sold. The Buyer who tendered the highest bid accepted by the Auctioneer immediately before the *sold* announcement is the successful bidder and is required to complete the sale.

e. **If Bids.** When the bids do not reach the Reserve Price, the Auctioneer may conditionally sell the item subject to an *If Bid* (also called *phone bid* or *confirmation sale*). When a Buyer makes an *If Bid*, the Seller has two hours (or other announced time frame) to accept the bid. The Buyer may not withdraw the *If Bid* during the *If Bid* time frame.

16. LiveBlock® Bidding Process. You tender a LiveBlock® bid by selecting or entering the dollar amount of your bid in the appropriate box and selecting the appropriate LiveBlock® icon confirming your bid. Once a LiveBlock® bid is made, it cannot be withdrawn. The bid must be received by ADESA's server and must equal or exceed the price being called by the Auctioneer to be eligible for acceptance. Except for the method of tendering the bid, the bidding process applicable to In-Lane Sales applies to LiveBlock® bidders.

17. Vehicle History Reports. Vehicle History Reports are available for all Vehicles offered for sale. It is the Buyer's responsibility to read them.

18. Reserve Prices. If none of the bids received equal or exceed the Reserve Price, the items will not be sold unless the Seller expressly authorizes the sale.

19. Disputes. Any bidding disputes will be settled by the Auctioneer at his or her sole discretion. The decision of the Auctioneer is final.

20. Loading and Transportation. Buyer is responsible for all costs associated with loading and transporting items purchased. If requested, the Auction can arrange transportation (fees apply).

21. Storage Charges. Once you have purchased and paid for your items, please remove it from the Auction site as soon as possible. For Vehicles, storage fees of \$50 per calendar day apply on and after the fifth business day after the sale. For all other items, the per calendar day storage fee will be listed on the Run List.

22. Title. Regardless of the method of payment and the status of the ownership registration, title to a purchased item does not pass to the Buyer until payment in full has been made and the funds have actually been received by the Auction.

23. Exports. If you are planning to export an item, you are responsible for ensuring that the item satisfies all applicable export and import requirements. The Auction does not supply documentation for import or export purposes.

C. SELLER TERMS AND CONDITIONS

See complete Public Auction Policies for this section.

D. VEHICLE DISCLOSURE LIST

See complete Public Auction Policies for this section.

E. VEHICLE ARBITRATION

See complete Public Auction Policies for this section.