

BUYER TERMS AND CONDITIONS

Last updated on: February 12, 2024

As a registered buyer ("Buyer") at Victoria Motors Inc. ("Victoria Motors Inc.") you agree to be bound by the following Buyer Terms and Conditions. Victoria Motors Inc. 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. DISCLAIMERS

A. Vehicle Condition and History Disclaimer.

ALL VEHICLES ARE SOLD "AS-IS WHERE-IS"

All vehicles sold/buy through Victoria Motors Inc. are sold/buy **"AS-IS WHERE-IS", WITHOUT ANY WARRANTY, EXPRESS 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 Victoria Motors Inc.'s Website or purchase directly from any auction through Victoria Motors Inc., including but not limited to cars, trucks, motorcycles, boats, jet skis, industrial equipment, homeowners salvage, trailers, RV's, etc. **BUYERS ARE CUSTOMERS OF VICTORIA MOTORS INC AND ARE PURCHASING VEHICLE FROM VICTORIA MOTORS INC AND NOT DIRECTLY FROM THE AUCTION.** Victoria Motors Inc. 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 Victoria Motors Inc. and its vehicle suppliers is for convenience only. Buyers shall not rely on Vehicle Information in deciding whether or how much to pay on a vehicle offered for sale through Victoria Motors Inc. 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. Victoria Motors Inc expressly disclaims any and all representations, warranties, and guarantees regarding vehicles sold. Victoria Motors Inc 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, Victoria Motors Inc does not guarantee that vehicles are equipped with any or all VIN plates. Parts may be missing. Victoria Motors Inc does not guarantee that vehicles 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 of any issues and all Vehicle Information prior to paying security deposit to buying the vehicle.** The buyer agreed 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 the buyer's expense.

B. Registration Laws Disclaimer. Victoria Motors Inc. 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 Victoria Motors Inc.

C. DMV/MVD Paperwork Disclaimers. Victoria Motors Inc. is not responsible for defects, errors, or omissions or rejections (i) related to motor vehicle department or department of revenue paperwork not processed by Victoria Motors Inc., or (ii) made by DMV/MVD.

D. 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 Victoria Motors Inc office by phone to discuss options that may be available to them.

- E. Vehicle Transportation Disclaimer:** Per Victoria Motors Inc terms and conditions, only licensed transporter/towing company is allowed to remove vehicle from our premises or our supplier's 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 contact Victoria Motors Inc office by phone to discuss options that may be available to them.

II. SALE POLICIES

A. Bid Rejection. The Auction reserves the right to void bids for any reason in Auction's sole and absolute discretion. Buyer agree to indemnify, defend, and hold Auction and Victoria Motors Inc. harmless from all liability arising out of decisions made in resolving disputes.

B. Sale Cancellation. The Auction may, in its sole and absolute discretion and with or without notice, withdraw a vehicle from a sale. Victoria Motors Inc. will neither have liability nor obligation to Buyers as a result of any vehicle withdrawal, or sale cancellation or postponement.

C. Vehicle and Title Release. Victoria Motors Inc. reserves the right not to release any vehicle or vehicle title for any reason.

E. Bids Entered. Once a bid has been submitted, it cannot be retracted, deleted, or cancelled.

- F. 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) Victoria Motors Inc 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) Victoria Motors Inc 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 VICTORIA MOTORS INC be liable for any claims of damage or loss of any kind or nature whatsoever.**
- G. 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

A. Membership Eligibility. Membership as a registered Buyer with Victoria Motors Inc. is open to individuals 18 years of age and older. In addition, auctions-specific requirements and applicable laws, regulations, and restrictions may further limit Buyer registration and vehicle purchasing eligibility. Victoria Motors Inc. reserves the right to deny membership privileges to, or any individual or entity, in its sole and absolute discretion.

B. Registration. Registered Buyers must complete the buyer registration online, and pay a

\$250 (Two hundred and fifty dollars) nonrefundable registration fee good to the end of fiscal year. **A new member One-time free registration for one vehicle purchase or free seven days whichever comes first.** After seven days or one vehicle purchase buyer agrees that membership will be automatically subscribed and charge a \$50 nonrefundable monthly registration fee. The buyer will be able to purchase any number and type of vehicles in which Victoria Motors Inc purchasing eligibility is not restricted at auction by yard-specific registration requirements, applicable laws and/or regulations,

and in which the buyer has the required Security Deposit. Returning members have the option of \$50 (fifty dollars) monthly subscription or \$250 (Two hundred and fifty dollars) for the fiscal year (December 31st). Membership is good to the end of a fiscal year (December 31st).

C. Renewal: In order to maintain active membership with Victoria Motors Inc, buyers must pay a nonrefundable membership renewal fee of \$50.00 USD for the thirty (30) days membership or \$250.00 USD to the end of one (1) fiscal year membership as well as have the account in good standing with minimum security deposit of \$650. Membership/subscription renewal is automatic, buyers who do not wish to continue must cancel the subscription before the next scheduled payment. Victoria Motors Inc reserves the right to modify registration and renewal fees at any time without notice. Membership must be renewed at the beginning of each year by paying a nonrefundable membership renewal fee and submitting copies of all current licenses, and any information regarding change of ownership or address. Wholesale purchasers must provide copies of current Dealer's licenses and completed sales tax exemption certificates. Victoria Motors Inc. reserves the right to increase registration and renewal fees at any time without notice.

D. Account Activity. Buyer is responsible for all activities, including, without limitation, all agreed Preliminary Bids and Virtual Bids submitted for Buyer's through auction website. You agree that only Victoria Motors and its employee have the absolute right to bid for the Buyer. In the event a buyer number, membership I.D., or username and password are used without authorization, Buyer shall be responsible for all bidding activities and charges incurred prior to

Victoria Motors Inc.'s receipt of written notice from Buyer of the unauthorized activity.

E. Compliance. Buyers shall comply with all applicable laws, statutes, ordinances, and regulations regarding their use of Victoria Motors Inc.'s services.

F. Membership Revocation. Victoria Motors Inc. reserves the right to suspend or revoke the membership of a Buyer for any reason, in its sole and absolute discretion.

G. Release of Liability and Indemnification. Buyer and their guests irrevocably and unconditionally waive and release their rights (if any) to recover from Victoria Motors Inc., its 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 Victoria Motors Inc. premises. Buyers agree to indemnify, defend, and hold Victoria Motors Inc. and the auction harmless from any and all damages, losses, liabilities, costs or expenses (including attorney's fees), arising from claims made by Buyer or guests for bodily injury or property damage occurring on Victoria Motors Inc. or the auction premises. UNDER NO

- **CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL VICTORIA MOTORS INC. BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS PROFITS THAT RESULT FROM OR ARE RELATED TO THE SALE, DISTRIBUTION, USE OF, OR INABILITY TO USE, ANY VEHICLE, EVEN IF VICTORIA MOTORS INC 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."

IV. FEES, PAYMENT, AND DELIVERIES

A. Fees. Buyer agreed to pay and be responsible for ALL fees and charges associated with each transaction including but not limited to Buyer agree to pay

Vehicle Auction Price	Victoria Motors Transaction Fee
0-999	\$200
1000-1999	\$250
2000-4999	\$350
5000-9999	\$400
10000 - 14999	\$500
15000- 19999	\$650
20000- above	\$1000

minimum per vehicle as transaction fees to Victoria Motors Inc., \$25 Wire transfer fee payable together with all other applicable auction fees within 48hours of the purchase. Fees for purchases from auctions vary. Members residing in Florida State purchasing a vehicle agrees to pay a non-refundable transaction fee, \$100 hundred-dollar processing, State of Florida taxes and tittle fee. The buyer is solely responsible for ascertaining fees applicable to an auction facility prior to incurring any charges. Auction Fee is a standard fee based on auction price payable to the auction facility.

B. Payments for Vehicles. All payments for vehicles bought through Victoria Motors Inc 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. 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 Victoria Motors Inc shall have the right to relist the vehicle. Payment for vehicles may be made via bank wire transfer, direct deposit or in cash in person at Victoria Motors Inc'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 Victoria Motors Inc. 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 Victoria Motors Inc 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 **Auction. The buyer agreed to pay ALL fees associated with each transaction.**

Auction Broker Program Fee

A \$50.00 Fee is assessed for each item purchased through a broker by auction.

C. Payment: Buyer agrees that all Vehicles Purchased through Victoria Motors Inc. must be paid to Victoria Motors Inc. Under no circumstances will payment for vehicle be accepted from any other party, Payment for vehicles shall be made by bank wire transfer. Buyers agree to be personally liable for payment of any cashier's check, money order, or check that is dishonored. In the event of a dishonored cashier's check, Buyer agrees to make payment within two days after receipt of notice from Victoria Motors Inc. of a dishonored check, and to pay Victoria Motors Inc.'s NSF processing fee, and all collection costs including but not limited to, collection agency fees, and/or attorney's fees and court costs. **The buyer agreed to pay ALL fees associated with each transaction.**

D. Sales Tax: Sales tax is additional to your invoice, Florida buyers pay the state sales tax plus their county sur tax charge, all other buyers pay tax in their respective State tax collector's office.

E. Sales Tax Indemnification. Buyers purchasing vehicles from Victoria Motors Inc at wholesale pursuant to a sales tax exemption certificate agree to indemnify, defend, and hold Victoria Motors Inc 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. 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 vehicle not removed from the premises after 20 calendar days will be subject to a resale by Victoria Motors Inc in effort to cover storage and any other applicable costs. Any vehicle not removed from the premises after 30 calendar days or more will be subject to abandonment and will become property of **VICTORIA MOTORS INC**

F. Relist Fees. In the event a vehicle is not paid for within the time specified by Company, Buyer agrees that Victoria Motors Inc may, in its sole and absolute discretion, cancel the sale, and relist the vehicle for sale. Buyer agrees to pay Auction the relist fee of \$600 USD or 10% of the sale price (whichever is greater) and Victoria Motors Inc's transaction fee of \$250 USD. Buyer will forfeit the security deposit and be responsible to pay a relist fee price, Victoria Motors Inc's transaction fee, 3% credit card processor 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 buying on vehicles. Buyers causing excessive vehicles to be relisted are subject to suspension or revocation of their buying privileges.

G. Unpaid Fees and Priority of Application of Payments. Payments made by Buyer to Victoria Motors Inc will be applied in the following order: first towards any unpaid fees (including but not limited to Buyer, convenience fee, storage, loading/gate, late payment, relist, transaction and delivery fees), then towards payment of any vehicles purchased by Buyer. For example, if Buyer makes a payment of \$1,000 USD, but has outstanding relist fees of \$600 USD, Victoria Motors Inc shall apply the first \$600 towards the unpaid relist fees, \$250 USD Advance Motors transaction fee, with the remaining \$150 USD applied towards payment for vehicles. Buyer agrees that Victoria Motors Inc has no duty to release vehicles or vehicle titles until all unpaid

fees are paid in full.

H. Security Deposits. (i) Security Deposit for All Buyers. Upon registering with Victoria Motors Inc. as a Buyer, Victoria Motors Inc. will collect \$650 and 10% of the purchase price of a vehicles with purchase price greater than \$6500 security deposit. Victoria Motors Inc. will retain this deposit as security against unpaid invoices with the auction. In the event buyer fails to pay for an item or any invoice or purchases and the debt becomes uncollectible, buyer authorize Victoria Motors Inc. to use the security deposit to satisfy the debt including but not limited to Auction penalties and \$250 Victoria Motors transaction fee (Broker fee). In the event a Member fails to pay for any invoice and the debt becomes uncollectible, you agree, understand, and acknowledge that you hereby authorize Victoria Motors Inc. to apply the Security Deposit to the debt without recourse to you.

(ii). Security Deposit for Current Buyers. Current buyers with an excessive number of relist fees will be subject to automatic membership suspension or cancelled. If this occurs, Buyer will be subject to a minimum security deposit requirement of \$1000. Victoria Motors Inc. will retain this deposit as security against unpaid invoices with the auction. In the event buyer fails to pay any auction invoice and the debt becomes uncollectible, Victoria Motors Inc. will use the security deposit to satisfy the debt.

(iii). In the event that buyer did not purchase Vehicle during the seven days trial and no longer intend to use Victoria Motors service for future purchase, buyer may request, via email (contact@victoriamotorsinc.co) the return of buyer Security Deposit which will be credited to buyer's account within 60days less the convenience fee. And if buyer made purchase(s), the security deposit will be refunded after the vehicle has been fully paid and transported from the auction less any late fees, storage fees and credit card processing fee. If buyer uses security deposit as part of vehicle payment, title will not be release or mailed until all outstanding fees are paid.

(iv). Increases in Security Deposit Requirements. Victoria Motors Inc. reserves the right to raise the security deposit of a Buyer for any reason, in its sole and absolute discretion.

I. All vehicles must be transported from Auction facilities by a licensed tow provider. Vehicles cannot be driven off Auction property and buyer agrees that under no circumstances will a buyer tow the vehicle from the auction facility.

V. MISCELLANEOUS TERMS AND CONDITIONS

C. Auction Yard Rules.

1. Repairing vehicles on auction premises is strictly prohibited.
2. Vehicles not removed from auction parking or loading facilities by 4:00p.m. will be moved to the locked storage area and will only be released upon payment of an additional gate and storage fee.
3. Anyone caught stealing or damaging vehicles will be arrested and prosecuted to the fullest extent of the law. This includes keys.

D. Forum Selection, Venue, Jurisdiction, Choice of Law, and Service of Process. Buyer acknowledges and accepts the following as express conditions to membership with Victoria Motors Inc.:

A. Forum Selection, Venue, Jurisdiction, Choice of Law, and Service of Process. Buyer acknowledges and accepts the following as express conditions to membership with Victoria Motors Inc: This Agreement together shall be governed by the laws of the State of Florida without reference to the principles of conflicts of law. Each party hereby irrevocably submits to the jurisdiction of the courts of the State of Florida, sitting in Duval County, and the courts of the United States for Florida. 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 Victoria Motors Inc. 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