

## **BUYER TERMS AND CONDITIONS**

***Last updated on: October 08, 2018***

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. **It is the sole responsibility of 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.**

I agree 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 my 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/DOR 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/DOR.

### **II. SALE POLICIES**

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

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

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

**E. 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. **Once a vehicle is removed from**

**auction premises it is accepted AS-IS, and under no circumstances will the auction and Victoria Motors Inc. be liable for any claims of damage or loss of any kind or nature whatsoever.**

F. Sales Tax: Sales tax is additional to your invoice, Florida buyers pay their sales tax plus \$100 fee with Victoria Motors Inc. plus county sur tax charge, all other buyers pay tax in their respective State tax collector's office

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.

H. Auction Sales. Buyer has 30 days to remove vehicles from auction sale's location. After 30 days, the vehicle will be moved from the auction sale location to Victoria motors facilities, and Buyer will be responsible for towing charges from the auction location to storage or Victoria Motors Inc.'s facility, plus any storage charges that may accrue from that day onward, for up to 30 days. After the vehicle has been at Victoria Motors Inc.'s facility for 30 days and the towing and storage charges have not been paid, the vehicle will be considered abandoned and Victoria Motors Inc. will dispose of the vehicle accordingly.

### **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 agree that membership will be automatically subscribe 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 fiscal year (December 31<sup>st</sup>). Membership is good to the end of a fiscal year (December 31<sup>st</sup>).

#### **Renewal:**

In order to maintain active the 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 licenses and completed sales tax exemption certificates. Victoria Motors Inc. reserves the right to increase registration and renewal fees at any time without notice.

C. Account Activity. Buyers are 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 activity and charges incurred prior to

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

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

E. 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.

F. Release of Liability and Indemnification. Buyers 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 attorneys fees), arising from claims made by Buyer 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 LOST 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.

#### **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 \$250 per vehicle as transaction fees to Victoria Motors Inc. for vehicle less than \$25000 otherwise \$500 per vehicle as transaction fee to Victoria Motors Inc., \$20 Wire transfer fee payable together with all other applicable auction fees within 48hours of the purchase. Fees for purchases from other auction vary. Members residing in Florida State purchasing a vehicle Florida agree to pay a non-refundable transaction fee of three Hundred and Fifty U.S. Dollars and No Cents (\$350), State of Florida taxes and title fee. 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.

#### Member Fees

Sale Price Range	Non-Secured Funds Fees	Secured Funds Fees
\$0.01 - \$49.99	\$27.50	\$1.00
\$50.00 - \$99.99	\$40.00	\$1.00
\$100.00 - \$199.99	\$65.00	\$25.00
\$200.00 - \$299.99	\$90.00	\$50.00
\$300.00 - \$399.99	\$110.00	\$75.00
\$400.00 - \$499.99	\$130.00	\$110.00

\$500.00 - \$599.99	\$150.00	\$125.00
\$600.00 - \$699.99	\$170.00	\$140.00
\$700.00 - \$799.99	\$190.00	\$155.00
\$800.00 - \$899.99	\$210.00	\$170.00
\$900.00 - \$999.99	\$230.00	\$185.00
\$1,000.00 - \$1,199.99	\$255.00	\$200.00
\$1,200.00 - \$1,399.99	\$290.00	\$225.00
\$1,400.00 - \$1,599.99	\$315.00	\$250.00
\$1,600.00 - \$1,799.99	\$345.00	\$275.00
\$1,800.00 - \$1,999.99	\$375.00	\$300.00
\$2,000.00 - \$2,499.99	\$415.00	\$325.00
\$2,500.00 - \$2,999.99	\$455.00	\$350.00
\$3,000.00 - \$4,999.99	\$565.00	\$400.00
\$5,000.00 - \$7,499.99	\$665.00	\$425.00
\$7,500.00 - \$9,999.99	\$765.00	\$450.00
\$10,000.00 - \$14,999.99	\$970.00	\$500.00
\$15,000.00 - \$19,999.99	\$1,175.00	\$550.00
\$20,000.00 - \$24,999.99	\$1,375.00	\$600.00
\$25,000.00 - \$29,999.99	\$1,575.00	\$650.00
\$30,000.00 - \$34,999.99	\$1,775.00	\$700.00
\$35,000.00 - \$9,999,999.99	5%	2%
Homeowners Items	25%	20%

## CrashedToys Member Fees

Sale Price Range	Standard Buyer Fees
\$0.01 - \$49.99	\$30.00
\$50.00 - \$99.99	\$45.00
\$100.00 - \$199.99	\$70.00
\$200.00 - \$299.99	\$100.00
\$300.00 - \$399.99	\$120.00
\$400.00 - \$499.99	\$140.00
\$500.00 - \$599.99	\$160.00
\$600.00 - \$699.99	\$180.00
\$700.00 - \$799.99	\$210.00
\$800.00 - \$899.99	\$230.00
\$900.00 - \$999.99	\$250.00
\$1,000.00 - \$1,199.99	\$275.00
\$1,200.00 - \$1,399.99	\$310.00
\$1,400.00 - \$1,599.99	\$330.00
\$1,600.00 - \$1,799.99	\$360.00
\$1,800.00 - \$1,999.99	\$400.00
\$2,000.00 - \$2,499.99	\$440.00
\$2,500.00 - \$2,999.99	\$480.00
\$3,000.00 - \$4,999.99	\$575.00
\$5,000.00 - \$7,499.99	\$675.00

\$7,500.00 - \$7,999.99	\$775.00
\$8,000.00 - \$8,999.99	\$875.00
\$9,000.00 - \$9,999.99	\$975.00
\$10,000.00 - \$9,999,999.99	10%

## Additional Fees

### **Internet Bid Fee**

Auction offer buying kiosks in the lobbies of every facility. These kiosks can be used to place preliminary bids on vehicles located at that particular location.

If a winning bid was placed on a vehicle using a kiosk located at that facility, no Internet fees are assessed against that vehicle. If the winning high bid was placed during preliminary bidding via the Internet or during the live, virtual auction, Auction charges an Internet Bid Fee to the high bidder. The fee is based upon the high bid amount:

- \$0 fee: sale prices of \$99.99 or less
- \$29 fee: sale prices of \$100 - \$499.99
- \$39 fee: sale prices of \$500 - \$999.99
- \$49 fee: sale prices of \$1,000 - \$1,499.99
- \$59 fee: sale prices of \$1,500 - \$1,999.99
- \$69 fee: sale prices of \$2,000 - \$3,999.99
- \$79 fee: sale prices of \$4,000.00+

### **Gate Fee**

A \$59.00 Gate/Loading Fee is assessed to all vehicles except for CrashedToys items, which have a \$50.00 Gate/Loading Fee. This fee covers the movement of the vehicle from our sale/storage facilities to the buyer's loading area.

For buyers who are picking up the vehicle with vehicle transporters, this fee covers the time and manpower required to assist the driver in loading the vehicle onto the truck. Drivers are 100% responsible for securing their load at all times.

\*All heavy and medium duty vehicles with item numbers 801-900 are self-load only.

### **Auction Broker Program Fee**

A \$100.00 Fee is assessed to each item purchase through a broker.

### **Other Fees**

\$20 Auction mailing fee. If the vehicle amount and all applicable fees are not completely paid within 2 business days of purchase, including the sale day, a fee of \$50.00 per vehicle will be assessed.

In addition, a storage fee will begin to accrue on vehicles at the rate of \$20.00 per day, after 5 business days, including the sale day, for winning virtual auction bidders OR after 3 business days, including the sale day, for winning kiosk or live bidders.

**B. 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 any and all collection costs including but not limited to, collection agency fees, and/or attorney's fees and court costs. **Buyer agreed to pay ALL fees associated with each transaction.**

**C. 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.

**D. Relist Fees.** In the event a vehicle is not paid for within the time specified by the auction facility where the vehicle was sold, Buyer agrees that Victoria Motors Inc. may, in its sole and absolute discretion, cancel the sale, relist the vehicle for sale, and Buyer shall forfeit the security deposit and be responsible to pay a relist fee, plus any collection costs, including court costs and reasonable attorney's fees. Relist fees is \$400 for purchase price less than \$4000 and 10% of the purchase price of the vehicles with purchase price greater than \$4000. Buyer agrees to verify relist fees prior to purchasing vehicles. Buyers causing excessive vehicles to be relisted are subject to membership suspension or revocation of privileges.

**E. Security Deposits.**

**1. Security Deposit for All Buyers.** Upon registering with Victoria Motors Inc. as a Buyer, Victoria Motors Inc. will collect a \$650 and 10% of the purchase price of the vehicles with purchase price greater than \$4000 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, Victoria Motors Inc. will use the security deposit to satisfy the debt including but not limited to Auction penalties and buyer agree to pay \$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.

**2. 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 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.

- i. Sales Cancellation Fee. The buyer agrees to pay a \$250 sale cancellation fee, if any of the parties cancels the purchase, regardless of the reason, and/or the buyer fails to pay for the purchased vehicle within the allotted time. The buyer authorizes Victoria Motors Inc to deduct this amount from the security deposit on fund, or from any other payment made by the buyer. If this is not possible, the buyer authorizes Victoria Motors Inc to charge the credit/debit card on file for the respective amount. If the payment is declined then the buyer must make this payment by wire transfer or direct bank deposit, in this case the buyer will have two (2) business days to make this payment, during which the membership will be suspended. If the payment is not received within the allotted time the membership will be revoked. The Buyer will be responsible for any and all collection costs, including attorney fees and court costs.

**3. In the event that buyer do not purchase a Vehicle during the seven days trial and no longer intend to use Victoria Motors service for future purchase, buyer may request, via email, the return of buyer Security Deposit which will be credited**

**to buyer's account within 60days. 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 and storage fees. In the event that buyer uses security deposit as part of vehicle payment, title will not be release or mailed until all outstanding fees are paid.**

4. 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.

F: 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.:

1. This buyer terms and condition shall be governed by the law of the state of Florida.

2. Buyer consents to the forum selection, choice of law, jurisdiction, and venue provisions described above.

3. 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..

E. Integration. This Agreement is the entire and sole agreement of the parties hereto with respect to its subject matter. There have been no representations, warranties, or promises outside of the Terms and Conditions.