



DEALER ACKNOWLEDGEMENT FORM

1) Accuracy of Information

- a) The undersigned (the “**Customer**”) represents and certifies that all information provided by the Customer to ADESA Auctions Canada Corporation, ADESA Montreal Corporation, ADESA Quebec Corporation and/or OPENLANE Canada, Inc. and/or their affiliates (collectively, the “**Auction**”), and all information provided to Auction Access, is true, correct and complete. Failure to provide true, correct and complete information could result in the Customer incurring civil and/or criminal liability including, but not restricted to, punitive and/or exemplary damages.
- b) The Customer acknowledges and agrees that it will promptly notify the Auction in writing if there is any change, addition or deletion to the information provided to the Auction or Auction Access by the Customer.

2) Customer Bound by ADESA Policies and OPENLANE Terms of Use

- a) The Customer acknowledges and agrees that the Customer:
 - i) received and read a copy of the ADESA Policies, the OPENLANE Terms of Use and the Auction’s Privacy Policy;
 - ii) understands and is bound by the ADESA Policies, OPENLANE Terms of Use and the Privacy Policy (as amended from time to time);
 - iii) will review and will be bound by the terms and conditions of an Auction sale as posted from time to time at Auction’s sites and/or on the Auction’s website; and
 - iv) the ADESA Policies and OPENLANE Terms of Use govern all of the Customer’s business at the Auction and are implied terms and conditions of every agreement that Customer enters into with the Auction and with every buyer and seller.
- b) The Auction may amend the ADESA Policies, OPENLANE Terms of Use and/or the Privacy Policy at any time and for any reason by posting notice of such amendment(s) on the relevant Auction’s website at www.ADESA.ca and/or www.OPENLANE.ca and/or by posting or making available the amendment(s) at the Auction’s site(s). By participating in or using Auction’s services or facilities after such amendments are posted, the Customer will be deemed to have agreed to, and will be bound by the ADESA Policies, OPENLANE Terms of Use and Privacy Policy as amended.
- c) The Customer agrees that any dispute arising from the purchase or sale of a Vehicle through the Auction will be resolved in accordance with the then current ADESA Policies and/or OPENLANE Terms of Use as applicable. The Customer agrees that the arbitrator’s decision will be final and binding upon the Customer.
- d) Customer acknowledges and agrees that it has been advised that OPENLANE intends to combine the Terms of Use with the ADESA Policies and that the combined document (the “**Auction Policies**”) will then replace the Terms of Use. When so combined, all references in this Agreement to the “Terms of Use” shall mean the “Auction Policies”.

3) Assumption of Risk and Adherence to Safety

- a) Customer acknowledges there is a certain amount of risk inherent in auction activity including serious injury or death. Knowing, or having reason to know these facts, Customer appreciates the risk; and voluntarily accepts and assumes the risk. Customer acknowledges his/her responsibility to become familiar with Auction’s posted and communicated safety measures and to strictly obey and adhere to such measures at all times while on

Auction premises. Customer shall be alert, aware and act in a safe manner at all times. Customer is a limited licensee on all Auction premises, but the license does not extend to non-common areas of the premises, or where access is specifically limited to certain persons or personnel.

- b) Customer acknowledges that there are procedures, rules, and precautions that everyone visiting Auction facilities should follow. These are for the Customer's protection as much as for the protection of Auction employees. Each Auction facility is different in layout and personality. It is the Customer's obligation to take the time to become familiar with the facility that they are visiting and doing business in. Customers and their employees, agents, contractors, representatives and invitees must observe and comply with the Auction's safety rules as set out in the Auction Policies.
- c) Customer acknowledges on behalf of themselves, their executors, administrators, heirs, family members, successors, and assigns, that they hereby waive, release and forever discharge the Auction and its officers, directors, agents, successors, affiliates and assigns, from and against all actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, claims and demands (collectively "**Claims**") whatsoever, including but not limited to Claims for injury, illness, death, property damage or property loss, which they may at any time have for or by reason of their attendance on Auction Premises.

4) **Electronic Signature**

The Customer acknowledges and agrees that the Auction may apply the Customer's electronic signature to Sales Agreements, receipts, and any other document that the Auction considers necessary, incidental, desirable or expedient for the purposes of transacting business at the Auction including, but not limited to, transactions entered into on the Customer's behalf by its Authorized Representatives.

5) **Transportation of Vehicles**

- a. The Customer may, from time to time, request that the Auction arrange for the transportation of Vehicles by third party carriers ("**Carrier[s]**") on Customer's behalf.
- b. The Customer acknowledges and agrees that the Auction shall not be liable for theft, conversion, loss, damage, claims, expenses (including reasonable legal fees), suit or demand respecting Vehicles (collectively, "**Transportation Losses**") howsoever caused while the Vehicles are in the care, custody or control of the Carrier, and that the Customer shall fully indemnify and save the Auction harmless from and against any and all Transportation Losses.
- c. The Customer further acknowledges and agrees that the Customer's only claim or remedy for Transportation Losses, if any, shall be directly against the Carrier, without the involvement or intervention of the Auction.
- d. The Customer hereby releases and waives all rights, remedies, claims and causes of action against the Auction, and its present and former officers, directors, employees and its successors, predecessors, subsidiaries, affiliates and assigns in respect of Transportation Losses and from any claim or remedy whatsoever for, or by reason of, the Auction arranging for the transportation of Vehicles on behalf of Customer.
- e. The Customer acknowledges and agrees that it is responsible for obtaining its own insurance coverage for its Vehicles and that the Customer's insurer shall not have rights of subrogation against the Auction

6) **Bound by Representatives**

The Customer will be responsible for and bound by the actions of, and business transactions entered into by, any person that has the real or apparent authority to bind the Customer or who is otherwise authorized to represent the Customer at the Auction.

7) **Choice of Law**

This Dealer Acknowledgement Form shall be construed and interpreted in accordance with the laws of the province or territory in which it was executed and the laws of Canada applicable therein.

8) **Choice of Language**

The undersigned has requested that this document be drafted in the English language. Le soussigné a requis a ce que ce document soit redigé dans la langue anglaise.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS ACKNOWLEDGEMENT AND ALL OF THE DOCUMENTS TO WHICH THIS ACKNOWLEDGEMENT REFERS AND AGREES TO BE BOUND BY THEM.

DATED AT (city, town) _____ IN THE PROVINCE OF _____, THIS _____

DAY OF _____, 20____.

Customer Legal Name

Customer DBA/Trade Name

Auction Access Number

Witness' Signature

Per: _____
Customer Signature

Print Witness' Name

Name: _____

Title: _____