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AUCTION TERMS AND CONDITIONS

In consideration of Central, Inc. aka Central Auto Auction, fka Central Auto Exchange, hereinafter referred to as CAA or Auction, allowing an automobile dealer or an automobile dealer's Authorized Representative(s), as defined below (in either instance, the "Dealer"), to purchase and / or sell motor vehicles at CAA's auction facilities (the "Auction"), Dealer, as purchaser or seller, as applicable, agrees to the following terms and conditions ("Auction Terms and Conditions"):

1. CAA as Consignee. All vehicles delivered to the Auction by Dealer for sale at the Auction ("Consigned Vehicle") are delivered on consignment by Dealer for CAA to sell to other dealer patrons on behalf of Dealer. CAA is a service company that merely performs an auction service and does not purchase or sell or take title to Consigned Vehicles. Rather, CAA facilitates transfers of ownership between Dealer and other dealer patrons of the Auction. CAA reserves the right to refuse to do business with any Dealer in CAA's sole discretion.
2. Dealer Eligibility and Applicable Rules. By participating as purchaser or seller in any sale at the Auction, Dealer represents that it is: (a) licensed in one or more states, or under the similar laws of a country outside the United States, to sell motor vehicles; (b) registered with CAA; and (c) subject to the Auction Terms and Conditions contained herein and other applicable auction rules, including but not limited to any local auction rules, as a condition of doing business at the Auction. Dealer's application for registration with CAA shall constitute (1) authorization to CAA to investigate Dealer's (including its principals) credit history, and (2) authorization to release any information whatsoever regarding Dealer to any other automobile auction, or vehicle finance companies, including but not limited to Automotive Finance Corporation (AFC). Dealer agrees to execute any documents required by any bank or financial institution to release financial information to CAA. While CAA endeavors to operate according to uniform rules and procedures where possible, the Auction Terms and Conditions shall govern all transactions.
3. Auction Access or CAA Card. Upon approval by CAA and / or Auction Access, CAA will open an account for Dealer ("Account") and Dealer shall be issued a photographic identification card ("Auction Access or CAA Card") authorizing Dealer to purchase and / or sell Consigned Vehicles at the Auction. Dealer's Application and subsequent use of the Auction Access or CAA Card at any CAA Dealer Kiosk or customer service counter or auction block represents Dealer's agreement to the Auction Terms and Conditions, Auction Trading Policies, and agreement to pay any amounts due CAA as a result of such use of the Auction Access or CAA Card.
4. Sale Procedure. Unless the seller designates the sale as an "if" sale, all sales will be consummated when the auctioneer's hammer falls, with the auctioneer calling out the purchaser's bid badge number and the block clerk recording that sale and all the specific terms thereof. "If" sales shall be final and binding only when the highest bid is accepted by the seller and recorded or a subsequent offer or counteroffer is accepted and recorded. Seller must accept "if" bids by 5 p.m. sale day. If seller does not accept "if" bids by 5 p.m. sale day, buyer may at his discretion withdraw his bid. A Dealer, as seller or purchaser, will be bound by the recording of the purchase and sale and the terms thereof, as orally announced to such parties. Audio and / or video recordings of the bidding process if available may be relied upon at CAA's discretion in the case of a dispute.
5. Service fees. Dealer agrees to pay all posted and / or customary fees and charges of CAA for services rendered in connection with the purchase and sale of Consigned Vehicles, including, without limitation, seller fees, purchaser fees, entry fees, transportation fees, storage fees, NSF check fees, title attached fees, cleaning fees and other customary fees and charges, each as applicable. Dealer further agrees to reimburse CAA for all fees and charges paid by CAA in connection with the transfer of title of Consigned Vehicles.

6. Use of Auction. All purchase and sale transactions originating and / or consummated at the time a Consigned Vehicle is on the Auction premises shall be completed through CAA with Dealer responsible for the appropriate fees.
7. Payment Terms. All Consigned Vehicles purchased by Dealer must be paid for, and all CAA transaction fees and charges paid, on day of sale. CAA may set off from amounts it owes Dealer, whether based on proceeds of sales or otherwise, any amounts Dealer owes CAA. Further, CAA may retain possession of any vehicles owned or controlled by Dealer and / or withhold title documents until all NSF checks, related service charges or any other amounts owed by Dealer to CAA have been paid. With each and every payment to CAA by check or draft, by or on behalf of Dealer, Dealer represents and warrants (regardless of whether Dealer is the drawer of the check or draft) that, at the time of issuance of the check or draft and at the time such check or draft may be presented for payment, the account upon which such check or draft is drawn contains then available funds sufficient for payment of that check or draft. Any checks and / or drafts returned for non-sufficient funds ("NSF") must be settled and replaced immediately with cash or certified funds to prevent collection action. Upon return of any NSF check or draft, a service charge will be imposed and must be paid. Thereafter, CAA will review Dealer's financial ability and may in its discretion require that any future transactions be strictly cash. Dealer shall not under any circumstance stop payment on a check or refuse to honor a draft. Dealer shall pay all legal costs, including, without limitation, attorney fees and court costs, necessary for CAA to collect any monies owed to CAA by Dealer. Dealer also agrees that the title and ownership of such vehicle with all its equipment shall remain in the name of the Seller until any check given for the sale price of said vehicle or any part of the same, has been honored and paid in full.
8. Mileage Discrepancies. The seller will be responsible for all mileage discrepancies, without time limitation, and agrees to repurchase any vehicle with a mileage discrepancy at the demand of the Auction for its purchase price including all repairs and expenses within 10 days of written notification from the Auction.
9. Alternate Block Invoice / Yard Deals. The Buyer and Seller agree that, for the purpose of this sale, CAA, at its discretion, may issue an "Alternate Block Invoice" or a "Yard Deal – As Is Invoice." Buyer and / or Seller agree to file all required forms of CAA if an Alternate Block Invoice or a Yard Deal - As Is Invoice is issued. Further, the Buyer and Seller agree that the Alternate Block Invoice or a Yard Deal – As Is Invoice is as binding on them as if a Bill of Sale was issued. Buyer and Seller shall further hold harmless CAA for any non-disclosure of odometer statement on the short form Alternate Block Invoice or a Yard Deal – As Is Invoice.
10. Security Interest. In order to secure final payment of any indebtedness owed to CAA arising out of the sale of a Consigned Vehicle purchased by Dealer at the Auction, Dealer hereby grants to CAA a security interest (including a purchase money security interest where applicable) in any such Consigned Vehicle, together with all additions, accessions, accessories and replacements, and proceeds thereof, which security interest shall continue until all funds are collected with respect to such sale. Dealer authorizes CAA to prepare and file a financing statement for such Consigned Vehicle without Dealer's signature being required thereon. If requested, Dealer agrees to sign any such financing statement in person at the Auction. CAA's security interest in any vehicles is assignable to any auction, subsidiary or other affiliate of CAA, including but not limited to, AFC.
11. Warranties Regarding Title. Dealer covenants, guarantees and warrants that with respect to each Consigned Vehicle consigned by Dealer for sale through CAA: (a) title to the Consigned Vehicle will be transferred valid and free from all defects, liens and encumbrances; (b) Dealer has the right and power to sell and transfer title to the Consigned Vehicle; and (c) Dealer will defend title against all claims and demands of any person.
12. Signature on File. Dealer authorizes CAA to place the following legend "Signature on File" on any Bill of Sale issued by CAA for the purchase or sale of any motor vehicle in which the Dealership is either the seller or the purchaser, and accordingly will be bound by the terms and conditions of any and all motor vehicle purchases or sales made by Dealership at CAA.
13. Power of Attorney. Dealer authorizes Central, Inc.'s authorized agents to sign titles, bills of sale, mileage statements and any and all other documents required to effectuate the purchase and / or sale of any and all vehicles purchased or sold by said Dealer on Dealer's behalf.
14. Vehicle Identification Numbers. No Consigned Vehicles will be offered for sale without a proper vehicle identification number plate and second point of ID. CAA reserves the right to refuse to sell any Consigned Vehicle on which the vehicle identification number plate appears marred or in any way altered or any Consigned Vehicle not originally manufactured for sale in the United States (typically but not limited to European or Canadian conversions).
15. Auction Trading Policies. Consigned vehicles shall be sold in accordance with the Auction Trading Policies, a current written description of which Dealer acknowledges was provided to Dealer with these Auction Terms and Conditions, and which are incorporated herein by reference and made part of the Auction Terms and Conditions as if set forth herein in full.

16. Warranties by CAA. CAA is neither responsible for the accuracy of odometer mileage on the Consigned Vehicle nor the information contained in the odometer mileage statement. CAA does not make or guarantee any warranty, express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose, plates, service policy, vehicle history or condition, year of manufacture or mileage with respect to any Consigned Vehicle. CAA, furthermore, disclaims the accuracy of any market information provided to Dealer through its computerized system or otherwise, or markings on windshields (year, mileage, etc.) which market and vehicle information is provided as a courtesy to Dealer only. CAA may offer a title warranty issued by Auto Auction Insurance Agency or others. If so, CAA's liability in this respect will be strictly limited by the limits of the policy that may be in effect. A copy of the terms and conditions of the coverage which may be in effect is available to Dealer upon request.
17. Delivery of Vehicle. Delivery of a Consigned Vehicle purchased by Dealer at the Auction to the possession of Dealer before: (a) final payment is received by CAA; or (b) a valid certificate of title for the Consigned Vehicle has been delivered to Dealer, is solely for the convenience of Dealer, and no title or ownership interest is conveyed or is intended to be conveyed to Dealer until both of these conditions have been met. Dealer is liable for all expenditures or any mileage on, or damage to, a Consigned Vehicle occurring after the Consigned Vehicle is purchased by and delivered into Dealer's possession but before title is conveyed to Dealer. Neither CAA nor the selling Dealer shall be liable for any cost of repairs or other costs incurred by purchasing Dealer in the event title is not delivered and the purchasing Dealer returns the Consigned Vehicle. CAA shall not be liable for titles mailed and not received by the Dealer.
18. Risk of Loss. CAA shall not be liable nor responsible for acts of God, fire, theft, collision, vandalism, mechanical breakdown or any other damage sustained to any Consigned Vehicle while on or off the Auction premises or while being transported to or from Auction by CAA or while being worked on by CAA. Dealer shall maintain such insurance on vehicles in CAA's possession as Dealer in its sole discretion shall determine, it being understood that CAA assumes no liability for loss, damage or mechanical failure incurred while vehicles are in the possession of CAA. Selling dealer is fully responsible for its vehicles unless and / or until they are sold, at which point purchasing dealer assumes full responsibility for said vehicle. For the purposes of this section, sold means when the auctioneer's "hammer drops."
19. **Indemnity. Dealer shall indemnify, defend and hold harmless CAA, it's affiliates, directors, officers, agents and employees, from and against any liability, loss, damage, cost, expense , claim, suit or demand, including, without limitation, attorney's fees and other legal costs, resulting from, arising out of or connected with, directly or indirectly, any of the following: (a) purchase and / or sale of Consigned Vehicles, including, without limitation, title services provided by CAA, odometer mileage, odometer mileage statements, breach of Dealer's warranty of title, or alleged misrepresentations of a Dealer regarding vehicle title, history, or condition; and / or (b) breach by Dealer of any other of these Auction Terms and Conditions.**
20. Dealer's Representations Regarding Taxes. Dealer certifies that Dealer holds a certificate, license or other permit, issued by the sales tax authority of the state or province, and if necessary locality, of Dealer's automobile business or businesses which certificate, license or permit exempts Dealer from the payment of sales tax with respect to the purchase of Consigned Vehicles and bears the number or numbers set forth in the Dealer Application. Any Consigned Vehicles purchased by Dealer at the Auction are purchased for resale in the form of tangible personal property in the regular course of business and are of the sort usually purchased by the Dealer for resale. In the event that the property is used for any purpose other than for resale Dealer will pay directly to the proper taxing authorities such sale or use tax as may then accrue and be due and payable.
21. Dealer's Representations Regarding Financial Information. Dealer further represents and warrants that the financial and other factual information contained in the Dealer Application is true, complete and accurate. Dealer authorizes an investigation of Dealer's credit history and any other history deemed necessary by CAA, including, without limitation, Dealer's lending institution accounts listed in the Dealer Application. Dealer shall notify CAA immediately of: (a) any change of its principal financial lending institutions; or (b) any other material changes in the financial or other information contained in the Dealer Application, including, without limitation, a change of ownership interest(s) in the Dealer whereby more than 10% of such interest is transferred by sale, purchase, gift, assignment or otherwise.
22. CAA's Duties / Dealer's Guarantee. CAA agrees to perform the following actions with respect to Consigned Vehicles: (a) facilitate the purchase and sale of Consigned Vehicles and complete and execute on behalf of Dealer papers conveying title, including endorsement of the certificate of title, odometer statements, bills of sale and other similar documents in connection with the sale of all Consigned Vehicles; and / or (b) complete and execute on behalf of Dealer checks and / or drafts in connections with the purchase or sale of Consigned Vehicles. The authority of the Authorized Representatives shall continue in full force and effect until terminated by Dealer in writing actually received by CAA. New or additional representatives of Dealer must be authorized by Dealer in writing delivered in advance to CAA. Dealer guaranties, as principal, all transactions made at the Auction by

Dealer's Authorized Representatives. No Authorized Representative shall be under the age of eighteen (18) years and neither Dealer nor its Authorized Representative(s) shall bring any person under the age of sixteen (16) years onto the Auction premises as driver, assistant, observer, or otherwise.

23. Changes to Auction Terms and Conditions. These Auction Terms and Conditions are subject to change from time to time. Any such changes will be available upon request as well as posted at the Auction facility, and also be available on the Auction website. Use of the Auction Access or CAA Card or completion of other business transactions through CAA subsequent to such changes shall be evidence of Dealer's acceptance of any changes to these Auction Terms and Conditions. Further, Dealer is subject to all other terms and conditions communicated in writing to Dealer, in addition to terms and conditions posted conspicuously on bulletin boards or other signs located on the Auction premises, or posted on the Auction's website.

24. Fax / Email / Text Transmissions Dealer hereby gives permission to CAA to send faxes and / or email and / or text messages and / or any other communications CAA deems appropriate to dealer and / or authorized representatives at CAA's discretion. These communications / transmissions may include announcements, sale reports, inventory lists, sales literature or other information.

25. Miscellaneous. No waiver of the provisions hereof shall be effective unless in writing and signed by CAA. If any term, provision or section of these Auction Terms and Conditions is held invalid or unenforceable, under any statute or court decision, or any governmental rule or regulation, the remainder of these Auction Terms and Conditions shall remain effective. These Auction Terms and Conditions shall bind the respective heirs, executors, administrators, successors and assigns of Dealer and inure to the benefit of CAA and its successors, assigns and subrogees. These Auction Terms and Conditions and any and all agreements or authorizations executed by Dealer or CAA in connection herewith shall be governed by and interpreted in accordance with the substantive laws of the State of Connecticut without resort to principles of conflicts of laws. By execution of these Auction Terms and Conditions Dealer submits to the personal exclusive jurisdiction of the courts of the State of Connecticut and to venue in the Circuit and Superior Courts of New Haven County, Connecticut and the federal courts of the United States, sitting in Connecticut for the adjudication of any matters arising under or in connection with these Auction Terms and Conditions. Any action initiated by Dealer against CAA relating to these Auction Terms and Conditions shall be filed and conducted in said Courts. CAA may bring any suit against Dealer under or related to these Auction Terms and Conditions in any court of competent jurisdiction.

The Auction Trading Policies and Auction Terms & Conditions are subject to change at any time. By participating at this Auction, Dealers agree to be bound by the most current version of the Auction Terms & Conditions and Auction Trading Policies, as well as signs and notices that may be posted throughout the Auction facility.