

- 1) **Purchase Dispute Guidelines.** We strive to be the most efficient and fair auction for both Buyers and Sellers of wholesale Vehicles. We have developed our purchase dispute guidelines in an effort to make them appropriate for an online auction and yet familiar to Buyers and Sellers that are accustomed to physical auctions. **There are, however, important differences between our purchase dispute guidelines and those of a physical auction, and both Buyers and Sellers should read all of the Terms of Use, including this section, carefully before listing, selling, buying or transporting a Vehicle.** The following purchase dispute guidelines (the “Standard Purchase Dispute Guidelines”) govern the resolution of most disputes between Buyers and Sellers arising from the purchase and/or sale of Vehicles on the Auction, provided however that certain Sellers have purchase dispute guidelines that differ from the Standard Purchase Dispute Guidelines (the “Seller-Specific Purchase Dispute Guidelines”). The Seller-Specific Purchase Dispute Guidelines are set forth on the applicable vehicle detail page or below. The Standard Purchase Dispute Guidelines, as amended by the applicable Seller-Specific Purchase Dispute Guidelines, are the “Purchase Dispute Guidelines.” As a Buyer or Seller, you understand and agree that, by accessing or using the Auction, you agree to abide by the Purchase Dispute Guidelines. A Buyer’s failure to comply with the Purchase Dispute Guidelines may result in the rejection of the claim, the assessment of penalty fees and/or the suspension of Buyer’s rights to use the Auction. A Seller’s failure to comply with the Purchase Dispute Guidelines may result in the assessment of penalty fees and/or the suspension of the Seller’s rights to use the Auction. OL reserves the right to waive any provision of the Purchase Dispute Guidelines if OL determines, in its sole discretion, that the provision operates in an unfair or unreasonable manner in a given instance.
- a) Initiation of a Purchase Dispute.
- i) Buyer must complete Transaction. In order to initiate a purchase dispute regarding a Vehicle (a “Purchase Dispute”), Buyer must: (1) take possession of the Vehicle, (2) initiate the Purchase Dispute on or before the applicable Purchase Dispute Initiation Deadline and (3) pay the Total Payment Amount to OL, provided however that in an exceptional circumstance, such as a clear error in the Transaction or a material change in the Vehicle’s description on the vehicle detail page after Buyer has bid, then OL may consider canceling the Transaction prior to Buyer paying for and taking possession of the Vehicle.
- ii) Purchase Dispute Initiation Deadline means the following:
- (1) If Buyer uses OL-Arranged Transportation to transport the Vehicle, the Purchase Dispute Initiation Deadline for any Purchase Dispute (other than for failure to timely deliver Good Title or failure to disclose Title Brands, Gray Market Vehicle status or Excess Unpaid DMV Fees) is the date that is two calendar days after the Delivery Time, provided however that if the second calendar day falls on a day that is not a business day, then the Purchase Dispute Initiation Deadline is the next business day (For example, if the Vehicle is delivered to Buyer on Thursday, then the Buyer may initiate a Purchase Dispute on the following Monday.) and provided further that if Buyer does not pay the Total Payment Amount to OL and/or arrange for OL-Arranged Transport by the Payment Due Date, OL may in its discretion cancel Buyer’s right to initiate a Purchase Dispute with regard to such Vehicle.
- (2) If Buyer does not use OL-Arranged Transportation to transport the Vehicle, the Purchase Dispute Initiation Deadline for any Purchase Dispute (other than for failure to timely deliver Good Title or failure to disclose Title Brands, Gray Market Vehicle status or Excess Unpaid DMV Fees) is the date that is fourteen (14) calendar days after the Transaction Date or the PSI Process End Date (if applicable). Note that if a Buyer does not use OL-Arranged Transportation, the Purchase Dispute Initiation Deadline is tied to the Transaction Date or PSI Process End Date (if applicable) and not the Delivery Time. Thus, the Purchase Dispute Initiation Deadline may be missed (and the Vehicle will be ineligible for Purchase Dispute) if there is any delay in transportation of the Vehicle or payment by the Buyer (because transportation cannot be arranged until the Buyer pays the Total Payment Amount), whether as a result of a post-sale inspection of the Vehicle or any other reason.
- (3) The Purchase Dispute Initiation Deadline for failure to disclose a Title Brand, Gray Market Vehicle status or Excess Unpaid DMV Fees is seven (7) days after Buyer’s receipt of the title, provided however that if a Title Brand or Gray Market Vehicle status: (i) appears on a Carfax or AutoCheck or similar vehicle history report (a “**Vehicle History Report**”) ordered by Buyer within forty five (45) days after the Transaction Date, then such deadline is the earlier of five (5) business days after the earlier of (1) discovery of such Title Brand or Gray Market Vehicle status or (2) the date of such Vehicle History Report, and (ii) does not appear on such timely ordered Vehicle History Report, then such deadline is extended to the earlier of five (5) business days after discovery of such Title Brand or Gray Market Vehicle status and one year after the Transaction Date.

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- iii) Eligible Claims for Purchase Dispute initiated by Buyer that is not a Grounding Dealer. A Buyer that is not a Grounding Dealer may initiate a Purchase Dispute for an eligible claim described in the applicable Vehicle Listing Category set forth in Section 2(d)(ii) (in each case, a “Dispute-Eligible Claim”).
 - iv) Eligible Claims for Purchase Dispute initiated by Buyer that is a Grounding Dealer. Notwithstanding anything to the contrary herein, if the Buyer is in possession of the Vehicle immediately prior to the Transaction on the Transaction Date (a “Grounding Dealer”), Buyer may initiate a Purchase Dispute only in the event of: (1) an undisclosed Odometer Problem, (2) undisclosed Title Brand, Gray Market Vehicle status or Excess Unpaid DMV Fees, or (3) Seller's failure to deliver Good Title in accordance with the applicable deadlines set forth herein.
- b) Purchase Dispute Process.
- i) Buyer Initiation on or before Purchase Dispute Initiation Deadline. A Buyer may initiate a Purchase Dispute with regard to a vehicle by submitting via the OPENLANE online Customer Service Portal on or before the Purchase Dispute Initiation Deadline (the “**Purchase Dispute Initiation Date**”) and reporting the following information: Buyer’s name and telephone number; contact person at Buyer and telephone number; Vehicle VIN, model and year; Delivery Time; and a description of the Dispute-Eligible Claims. In certain circumstances, Buyer may be asked to submit their Purchase Dispute information to a provided email account or fax number.
 - ii) Buyer Provision of Supporting Documentation on or before Documentation Deadline. The Buyer will promptly (but in any event on or before four (4) business days after the Purchase Dispute Initiation Date) provide documentation supporting the Dispute-Eligible Claim to OL, including but not limited to: (i) the original description of the Vehicle in the vehicle condition report and/or vehicle detail page, (ii) digital photographs of the defect(s) underlying the Dispute-Eligible Claim, (iii) wholesale (not retail) repair estimates from a reputable source and (iv) Bill of Lading or other document from transportation company, if applicable. Please note that information that appears on a Vehicle History Report ordered by Buyer is not sufficient evidence (in and of itself) of a Dispute-Eligible Claim other than a claim regarding an undisclosed Title Brand or Gray Market Vehicle status.
 - iii) OL Assistance in Purchase Dispute Resolution; OL’s Decision is Final and Binding on Buyer and Seller. OL will review the documentation provided by Buyer and any other materials in OL’s discretion and will facilitate a good faith resolution of the Dispute-Eligible Claim between Buyer and Seller. If the Buyer and Seller are unable to reach a mutually acceptable solution, they hereby appoint OL to serve as arbitrator and empower it to render a final, binding decision in settlement of the dispute, by which decision they agree to abide. It is understood that, as arbitrator, OL will grant any remedy or relief that it deems just and equitable under the circumstances. Buyer and Seller agree to exculpate OL from any claims in connection with any decision that OL renders in connection with the Purchase Dispute.
 - iv) Final Dispute Award. If OL determines, in its sole discretion, that the claim is a Dispute-Eligible Claim, then Seller or OL may: (1) elect to cancel the Transaction, or (2) elect to have Seller pay OL (and OL will pay such amount to Buyer) a purchase price adjustment based on the estimated cost of repair or replacement of the defect or discrepancy in question as determined by OL in its sole discretion (the “**Purchase Price Adjustment**”). If the Transaction is cancelled, Seller will pay the cost of transporting the Vehicle from Buyer’s location to a location designated by Seller (but solely if the Vehicle is not transported to a physical auction site) and refund Buyer the Total Payment Amount, including certain of the Buyer’s fees and the cost of transportation of the Vehicle to Buyer (the “**Cancellation Refund Amount**”). The Cancellation Refund Amount or Purchase Price Adjustment, including any fees assessed by OL on Seller in connection with the Purchase Dispute process, is the “**Final Dispute Award.**”
 - v) Payment of Final Dispute Award. Seller agrees to remit the Final Dispute Award to OL on or before three (3) business days after OL’s notification in writing to Buyer and Seller of the Final Dispute Award (the “**Award Documentation Date**”). OL will remit the Final Dispute Award, less any fees on the earlier of: (i) two (2) business days after the date on which OL has received the relevant Final Dispute Award funds from the Seller when applicable, and (ii) fourteen (14) calendar days after the Award Documentation Date. OL may withhold (or offset) such funds to Buyer if (i) transferable title is not returned (when applicable), (ii) Buyer has unresolved past due amount payable to OL, and/or (iii) OL determines that the Vehicle’s condition has changed while in the Buyer’s

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possession. In the event of any late payment of a Final Dispute Award by Seller, OL may assess late payment penalties of \$10 per day (or the maximum allowable by law) or offset any such amount against other amounts payable to Seller pursuant to Section 2(c)(vi).

vi) Buyer's Obligations regarding Vehicle during Purchase Dispute process.

- (1) Repairs Made Prior to Initiation of Purchase Dispute. Buyer is liable for any and all repair, reconditioning or other work done to the Vehicle prior to Buyer's initiation of a Purchase Dispute, provided that Seller is liable for and will pay up to \$400 in verifiable reconditioning expense for such work that has been done on a Vehicle that is subject to a Purchase Dispute for Seller's failure to deliver Good Title by the applicable deadline or disclose Title Brands.
- (2) No Repairs Made After Initiation of Purchase Dispute. If the Transaction is cancelled, Buyer will not be reimbursed for any repair, reconditioning or other work done to the Vehicle after Buyer's initiation of the Purchase Dispute.
- (3) Buyer will care for Vehicle. Buyer will not use any Vehicle on which it has initiated a Purchase Dispute and must exercise reasonable care to preserve and store the Vehicle (at Buyer's own expense, and not Seller's or OL's) until the Purchase Dispute has been resolved and Seller has taken possession of the Vehicle. Risk of loss of the Vehicle remains with the Buyer until the Vehicle is picked up from Buyer's location. If the Transaction is cancelled, Buyer will make the Vehicle available for pickup by Seller (or Seller's authorized agent) and Vehicle will be in the same or better condition than it was at Vehicle Pick Up Time, unless Buyer has submitted a claim for damage as a result of OL-Arranged Transportation. Buyer will not charge any parking, marshalling or other fee in connection with its maintenance of the Vehicle pending the resolution of the Purchase Dispute. Buyer will be charged the cost of damage repair and/or assessed a penalty fee for any breach of this provision.

Right to Exclude Specific Buyer from Eligibility for Purchase Disputes. A non-Dealer Seller may give written notice to a specific Buyer with a copy to OL (mailed to Attention Legal Department, OPENLANE.com, 4600 Bohannon Drive, Menlo Park, CA 94025 (and, effective as of February 1, 2010, 2200 Bridge Parkway, Suite 202, Redwood City, California 94065)), that such Buyer will not be able to initiate a Purchase Dispute with regard to any Vehicle purchased from such Seller at any time from and after the date that is thirty (30) days after the date Buyer receives such notice from Seller, and such Buyer will not be able to initiate a Purchase Dispute for any Vehicle purchased from such Seller after such deadline for any reason.

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