

# PRE-AUTHORIZED DEBIT AGREEMENT

## Wholesale-Express



Yes, I wish to subscribe to the pre-authorized debit service offered by Wholesale Express for the payment of my transactions.

### 1. Authorization

The present form authorizes Wholesale-Express to process a pre-authorized debit on the following bank account:

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Branch Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Bank account owner name (Please Print): \_\_\_\_\_

### 2. Debit amount

For the date indicated on this form, I authorize a payment from the account identified above for the following amount: \_\_\_\_\_

### 3. Consent

I attest that the banking information provided on this form is correct and complete. I also attest that everyone who must sign for this bank account has signed this form. By signing this form, I acknowledge that I have read and understood the contents of this form and that I agree to abide by its terms and conditions. I understand that there may be a delay for the first debit.

#### Bank account owner signature

Signature \_\_\_\_\_

YYYY MM DD

Date \_\_\_\_\_

Signature \_\_\_\_\_

YYYY MM DD

Date \_\_\_\_\_

Please return this authorization form by fax at 450-778-9525 or by e-mail to [j.lavoie@wholesale-express.com](mailto:j.lavoie@wholesale-express.com)



## Service Agreement

This Agreement is entered into between :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
" Client "

**AND** Wholesale-Express, 501 Boul. Laurier, Sainte-Madeleine,  
Québec J0H 1S0  
" Service Provider "

**AND** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
" Surety "

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WHEREAS the client wishes to procure the services offered by the Service Provider.

WHEREAS Service provider is willing to offer the client the services listed herein :

WHEREAS the parties agree to enter into a contract in writing :

WHEREAS Service provider is authorized to exercise all rights required to enter into this Service provider agreement ( hereinafter " Contract " )

Then, the parties agree tthe following :

1. Service provider agrees to :
  - I ) Provide a mobile application used to evaluate vehicles, as on-line auction inventory management tool and for the purchase of Wholesale vehicles.
  - II ) Provide the logistics for transport;
  - III ) Guarantee and secure the electronic transfer of funds;
  - IV ) Control and arbitrate the auctions.
  
2. In counterpart, CLIENT agrees to :
  - I ) Disclose all information concerning the history and state of vehicles placed on sale in order to get the juste market evaluation. Check on Service provider terms and conditions for more information.
  - II ) Send by registered mail, within seventy two hours ( 72 hrs ) of the request, all the necessary documents required for the transport of the vehicle.  
(Registration, Atac, Register of personal and movable real rights, wholesale contract )
  - III ) Provide a RDPRM report for each vehicle sold at the auction.
  
3. All auctions are performed from a strictly confidential secured mobile application. The application works on a worldwide reference platform related to development and production, which guarantees Client portability and optimal performance.
  
4. Contact Fees :

The auction fees are payable according to the following table for any vehicle purchased by the intermediary of the Service provider.

1	0 \$ - 999 \$	95 \$
2	1 000 \$ - 4 999 \$	150 \$
3	5 000 \$ - 14 999 \$	250 \$
4	15 000 \$ - 29 999 \$	295 \$
5	30 000 \$ - 39 999 \$	385 \$
6	40 000 \$ and +	1% on all Prices

#### Variable transportation costs

Monthly usage fee of 899.00\$ if 20% of the auctions are not delivered via the Service provider.

Monthly fee of 450.00\$ if 20% of auctions are not delivered via the Service provider for an amount of less than thirty vehicles per month.

RDPRM fee of 10.00\$ if not provided by seller.

Contract costs may be adjusted at any time unilaterally by the Service provider and the Client agrees to pay such fees to the service provider upon receipt of an email, letter or exchange stating the modification of these fees.

#### 5. Service provider's Terms and Conditions :

The Service provider's terms and conditions duly signed by the Client form and integral part of this service Contract and bind the Client and the Service Provider.

The Service provider's terms and conditions also appear on Service provider's online auction application.

#### 6. Termination

Client may terminate the present Contract by sending Service provider a formal notice of termination ten days (10) prior to the termination date of the Contract.

#### 7. Service provider may terminate this Contract at any time without notice.

#### 8. The Surety intervenes in this Contract by providing a joint and several guarantee of all Client's obligations towards Service provider under the terms and conditions of this contract, including but not limited to, the reimbursement of any sum due by the client to the Service provider, for any reason whatsoever, and the Surety renounces the benefit of division and discussion.

CLIENT Name : \_\_\_\_\_

Client's signature : \_\_\_\_\_

Date : \_\_\_\_\_

Name of Service Provider : \_\_\_\_\_

Signature of the Service Provider : \_\_\_\_\_

Date : \_\_\_\_\_

Name of Surety : \_\_\_\_\_

Signature of the Surety : \_\_\_\_\_

Date : \_\_\_\_\_

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## Terms and conditions

1. **Interpretation.** WHOLESale-EXPRESS terms and conditions cover all our auction activities and they are implicit on each of the agreements that you conclude with the auction and with every buyer or seller. In doing business with WHOLESale-EXPRESS you fully agree to respect and to be bound by all of WHOLESale-EXPRESS terms and conditions.

WHOLESale-EXPRESS will act as an intermediary solely for the exchange of titles between the seller and the buyer, with the specific objective of simplifying transactions. Once the vehicle is sold, the seller will transfer the title to Wholesale-Express who will in turn transfer it to the buyer, to ensure the timeliness and ease of transaction without any obligation on the part of Wholesale-Express who will, on no account, be considered by the parties as the seller of the of vehicle. The buyer and the seller expressly waive the application of article 1760 of the Civil Code of Quebec for all transactions concluded in the province of Quebec and shall waive the application of all legal disposition or similar rule in any jurisdiction outside of Quebec. All contracts, bills of sale or purchase to intervene between Wholesale-Express and the seller will submitted to the present Terms and Conditions which will take precedence over the terms of the contract of sale or purchase contract in the event where there is an ambiguity, inconsistency or a conflict.

2. **Notice of changes.** WHOLESale-EXPRESS can change its policies at any moment in time, by posting the changes on our Web site (within 30 days of the changes having been made).
3. **Definitions.** In addition to other terms defined elsewhere in the policies of WHOLESale-EXPRESS, the following terms are defined as follow:
  - a) WHOLESale-EXPRESS **online services:** Tools and services for the sale of vehicles by means of the internet that are offered by our Website.
  - b) WHOLESale-EXPRESS **policy:** Policies concerning the auction, arbitration rules, contract of use of the Website, privacy policy and any changes thereto.
  - c) **Arbitration:** Dispute resolution process described in the section of the arbitration policies of WHOLESale-EXPRESS.
  - d) **Bid system:** WHOLESale-EXPRESS.
  - e) **Buyer:** Customer who purchases, offers to purchase or bids on vehicles or services through WHOLESale-EXPRESS.
  - f) **Inspection report:** Description of the physical or mechanical condition of a vehicle.
  - a) **Client:** A motor vehicle registered merchant, person, partnership, association, corporation, limited responsibility association, fiduciary, non-incorporated organization, government agency, or any other entity or commercial enterprise that is expressly or implicitly authorized to do business with WHOLESale-EXPRESS. Any reference to 'you' signifies the client.
  - b) **Customer representative:** Authorised representative of the client and or any person with the real or apparent authority to act in the name of the client.
  - c) **Disclosure:** Obligatory disclosure concerning the vehicle, as established in the section of obligatory disclosures policies of WHOLESale-EXPRESS.
  - d) **Cost:** Costs and expenses, as determined periodically by WHOLESale-EXPRESS for services rendered.
  - e) **Exit permit:** Paper or electronic document that should be presented by the buyer or the representative of the WHOLESale-EXPRESS client to obtain the permission to free the purchased vehicle.

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- f) **Important deception:** Gesture, false representation or deliberate omission that, considering all circumstances, would be reasonably perceived as misleading, being non-professional, unethical, covering, but not limited to, any omission of disclosure that would be seriously affect the value of the vehicle.
  - g) **Off-site vehicle:** Vehicle that is not placed on the auction ground of WHOLESale-EXPRESS.
  - h) **On-Line purchaser:** Client that uses WHOLESale-EXPRESS on-line services to buy vehicles.
  - i) **Personal information:** Information concerning an identifiable person, which does not include the name, title, business address, or telephone number of the employee of an organisation per the Protection of personal information and electronic documents law, 2000 c.5.
  - j) **Reserve price:** Minimum price at which the vehicle can be sold, as stated by the seller.
  - k) **Seller:** Client that offers a vehicle to be sold through WHOLESale-EXPRESS services.
  - l) **Services :** Services and products related to the retail of vehicles offered by WHOLESale-EXPRESS, or for sale by WHOLESale-EXPRESS including, but not limited to, auction sales, marketing, transport, repairs, inspections, services related to the buyer protection Program, market research , arbitration and on-line services of WHOLESale-EXPRESS.
  - m) **Vehicle:** Car, truck, VR, wagon, motorcycle, snowmobile, or any other vehicle designed to roll on the ground, including boats, machines and equipment.
  - n) **History report of vehicle:** Information from a credible source of the automobile industry (for example, Carproof, Auto Check, Carfax, government file, etc.) regarding the history or the condition of a vehicle.
4. **Governing Law.** This agreement shall be governed, construed and enforced under the laws of the province where the services are provided, as well as by Canadian laws regarding this subject.
  5. **Extension of meaning:** The singular includes the plural and vice versa, and the masculine includes the feminine.
  6. **Data Ownership:** All information and records, whether oral, written, visual, electronic, digital or material (collectively the "data"), transmitted, received or stored in the systems, equipment, computers, servers or facilities of WHOLESale-EXPRESS, are the property of WHOLESale-EXPRESS. Therefore, unless otherwise specified in the policies of WHOLESale-EXPRESS, WHOLESale-EXPRESS has the right to use, control access, consolidate, modify, derive a benefit, remove or destroy or sell 'Data' in whole or in part. Notwithstanding the foregoing, the date containing personal information will be used and disclosed only in accordance with the Privacy policy of WHOLESale-EXPRESS.

## OUR COMMITMENT TO YOU

1. We will be fair and impartial in our dealings with buyers and sellers.
2. We will create an environment that inspires confidence in the integrity of our business.
3. We will maintain records to verify the purchase price and all cost charged for a minimum period of 6 months.
4. We will comply with the federal, provincial, and local laws that govern our type of business activities.
5. We will take all necessary steps to serve our customers promptly, courteously and responsibly.

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## OUR ROLE

1. We provide services that create a fast and efficient marketplace for buyers and sellers to exchange used vehicles. We do not take possession of vehicles purchased or sold through our services and our facilities. WHOLESale-EXPRESS is not a party to contract of sale between the buyer and the seller.
2. By applying the policies of WHOLESale-EXPRESS, WHOLESale-EXPRESS regulates the market so sellers can be assured of receiving payments for vehicles they sold, and the buyers can have confidence in the quality and condition of the vehicles they buy. The auctions are designed to promote fair and equitable treatment of the buyer and the seller.
3. We offer reliable services and value-added benefit to promote the success of your business.
4. WHOLESale-EXPRESS receives a fee, usually from the buyer and the seller, and sometimes from the third parties, for the services it provides.
5. WHOLESale-EXPRESS offers an arbitration system to quickly resolve disputes between buyers and sellers.
6. WHOLESale-EXPRESS makes no representation, offers no warranty as to the accuracy or integrity of the description of the equipment, guarantee, service policy, ( Other than in respect to vehicles sold for 10 000.00\$ or more ) accuracy of the history, the odometer, or of disclosure statements with respect to vehicles offered for sale.
7. WHOLESale-EXPRESS offers a warranty on titles exclusively to the buyers of vehicles sold for 10000.00\$ or more, which be applicable in the accordance with the section entitled <<Additional obligation of the seller>> of the present Terms and Conditions, with the objective of protecting the auction's buyers.

## OBLIGATIONS OF CUSTOMERS

1. **Integrity.** To ensure proper functioning of the market of the auction, WHOLESale-EXPRESS and its customers must behave with integrity.
2. **Privileges associated with the auction.** We reserve the right to suspend the privileges associated with the auction of a customer temporarily or permanently, at any time. Failure to comply with the policies of WHOLESale-EXPRESS could cause the temporary or permanent suspension of your privileges associated with the auction.
3. **Client registration.** You must contact WHOLESale-EXPRESS at the following phone number: (450) 778-2961; a customer service representative will contact you to identify your needs and provide you with a personalized service. We will give you a user name and a password. You are responsible for the confidentiality of your username and your password, and we will be responsible of all transactions executed with them. Please notify WHOLESale-EXPRESS in writing immediately if you discover that an unauthorized use of your online account is made.
4. **Compliance with laws.** There are various rules, laws and regulations that govern your business. We expect you to know and comply with all federal and provincial and local laws and regulations concerning your right to buy or sell vehicles through our online auction.
5. **Courtesy.** We require our employees to serve you in a professional and courteous manner and, in return, we believe they deserve the same treatment from you.
6. **Traders only.** All sales are intended to registered motor vehicle dealers only. It is forbidden for retail buyers to participate in online sales. Retail buyers are not permitted to spy on online sales. Customers should not allow their retail clients to check an online sale or the list of prices of the electronic inventory of vehicles displayed through WHOLESale-EXPRESS online system, Traders Division.



7. **Tampering.** All tampering of the odometer reading or any other part whatsoever is strictly prohibited.
8. **Fees and payments.** In exchange of WHOLESale-EXPRESS services you agree to pay WHOLESale-EXPRESS all applicable fees. Fees are due and payable on the date the services are rendered. You agree that WHOLESale-EXPRESS can deduct expenses and any other amounts you owe to WHOLESale-EXPRESS from any amounts that may be payable to you by WHOLESale-EXPRESS including proceeds from the sale of vehicles. **Interest on overdue accounts will accrue at the rate 24% per year.** You acknowledge and agree that WHOLESale-EXPRESS may change its fees at any time without notice. Please contact your WHOLESale-EXPRESS customer service representative if you want updated information regarding your fees. The customer must pay all costs, including but not limited to, legal fees, based on solicitor-client cost reasonably incurred by the auction to collect all amounts due by the client to the auction.
9. **Compensation.** In addition to compensation rights that WHOLESale-EXPRESS may have in any jurisdiction where vehicles are sold, if the customer fails to pay when fees are due, or when any affiliated party to the customer owes funds to WHOLESale-EXPRESS and such affiliated party fails to pay fees when due, WHOLESale-EXPRESS will have the right to collect the amount owed by the customer or any affiliated party, including from funds owed by WHOLESale-EXPRESS to the client.
10. **Guaranteed Mortgage.** Hereby the client grants WHOLESale-EXPRESS a right of permanent Guarantee and a Mortgage on all vehicles bought through WHOLESale-EXPRESS and over all vehicles of the client that are in the possession custody or under the control of WHOLESale-EXPRESS, regardless of the place where they are located, and all the products of the sale, to guarantee the payment of all expenses, debts, liabilities and obligations of the client with respect to WHOLESale-EXPRESS. If the customer fails to pay any amount to WHOLESale-EXPRESS when due, WHOLESale-EXPRESS will have the right to exercise its rights and resorts as a secured creditor, rights granted by statute, common law, equity or otherwise.
11. **Risk.** The auction offers no insurance coverage for vehicles. The vehicle will remain at the seller's risk until it is sold. Once the buyer's offer is accepted as the winning bid, the vehicle will be at the buyer's risk. The vehicle remains at the risk of the buyer unless the sale is cancelled through arbitration and until that time. If the sale is cancelled, the vehicle will return to the seller's risk until it is sold.
12. **Disclaimer.** The client agrees that WHOLESale-EXPRESS will never be liable to the customer for any indirect, consequential, loss of customers. Work stoppage, loss of data, computer failure or malfunction or lost profit (collectively "damage"). Notwithstanding the foregoing, the client further agrees that WHOLESale-EXPRESS will not be liable to the customer for any loss or damage caused in whole or in part to a direct or indirect result of any theft, conversion, loss, damage, claim, expense (including legal fees ) actions or demands (collectively "losses") arising or resulting from the ownership, transportation, storage or use of the vehicle by WHOLESale-EXPRESS, including but not limited to, losses due to transport, waiting time, an arbitration decision, a canceled sale, office errors or a fire, storm flood, war, public disturbance, riot, natural disaster, lightning, earthquake or similar disaster or caused by these events, or during the events (except willful misconduct or gross negligence on the part of WHOLESale-EXPRESS). Responsibility for WHOLESale-EXPRESS, if any, shall be limited to the selling price of the vehicle, less 10% per month from the date of sale. Any liability of the auction, if necessary, will end 90 days after the date of the sale.
13. **Compensation.** Customer agrees to compensate, defend and hold WHOLESale-EXPRESS free from any liability, damages, losses, costs, demands, claims, suits or judgments, including reasonable legal fees and expenses, which are related in any way to a violation of the policies of WHOLESale-EXPRESS by the customer or by any representative of the client.
14. **The auction offers no warranty.** The auction should not be liable to the buyer or the seller of any visible or hidden defects of the vehicle. The auction does not give warranty or guarantee, express or implied, including, but not limited to, those concerning the make, condition, quality, marketability, customer service or the odometer reading in respect of any vehicle.

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15. **Investigations.** The auction cooperates without restriction in any investigation by regulators, the government and police authorities (collectively 'investigative authorities'). In dealing with the auction, you authorize us to respond to any reasonable request from all investigative authorities, such as handling all documents and information relating to you personally, about your activities or commercial history. Every vehicle in the custody or control of WHOLESale-EXPRESS may be subject to inspection by the investigative authorities without notice.
16. **Sales taxes.** The customer warrants that it holds a certificate, license or other permit granted by the authorities to sell in their jurisdiction, where applicable, the city or place where the business is situated; certificated or licenses which exempts the customer from paying the provincial sales tax with respect to the purchase of vehicles and includes the registration permit number of the client. All vehicles purchases by the customer in the auction are acquired as tangible property in the ordinary course of business and are the type normally purchased by the customer for resale. Should the property be used for purposes other than the resale, the customer will pay directly the appropriate tax, which then could be applied and become due and payable.
17. **Choice related to GST and QST.** The customer will use the GST forms per the subsection 177(1.3) of the Excise tax law, and the QST forms per the subsection 41.0.1, 41.2 and 41.2.1 of the Quebec sale tax law.
18. **Cancellation.** If the seller cancels a sale, the seller will have to pay a 300\$ penalty to WHOLESale-EXPRESS.
19. **The present Terms and Conditions may be amended at all times by Wholesale-Express. The seller and the buyer agree to sign, upon request by Wholesale-Express any updated version of the present Terms and Conditions which will continue to apply to the Services Agreement.**

## OBLIGATIONS OF THE BUYER

1. **Method of payment.** The buyer must pay for the purchased vehicle, plus applicable fees, upon receiving the email delivered by the application which contains the sales contract and Wholesale-Express preauthorized payment agreement. The payment must be made by pre-authorized debit within 72 hours or receiving the email generated the email be the platform, in accordance with the agreement on the provision of services and the Wholesale-Express pre-authorized payment agreement. If the buyer fails to make his payment within 72 hours of receiving the aforementioned email, the buyer commits to pay Wholesale-Express late fees of 50.00\$ per day and renounces his right to arbitrate the vehicle in question.
2. **Make sure you know what you are buying.** Our business is an auction of used vehicles. Most used vehicles are not in perfect shape, have imperfections, carry signs of normal wear and tear, as a result of the previous use. We therefore ask you to consider this fact when presenting your offers. Buyers should carefully review all the information on the vehicle that are available to them before making offers, the history reports of the vehicle, photographs, inspection report and remarks, as well as comments and on-line ads etc., as appropriate. Please note that buyers require an inspection after the sale, under the buyer protection program, and it is eligible to all arbitration proceedings.
3. **Inconsistent information.** The information on the description, condition or history of a vehicle can come from several sources (example, inspection report, photos, history report of the vehicle, text ads, etc.) which can sometimes carry duplicate or insistent information. If the information provided is inconsistent or confusing, please contact your representative at WHOLESale-EXPRESS to obtain clarification prior to submitting an offer.
4. **Bidding process.** Make sure you understand the process of the auction. If you do not fully understand the process, please ask your representative at WHOLESale-EXPRESS for help.
5. **Process of auction.** The buyer offering the highest amount will receive a message.

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6. **Immediate purchase.** The first customer, who offers the amount reported in the immediate purchase box, gets the bid.
7. **Reversal of a sale.** WHOLESALE-EXPRESS may, in its sole discretion, reverse a sale or withdraw a vehicle from a sale; if there has been an error or omission in the description, statements, price or any other element on the vehicle in question; or if evaluating the circumstances, it would be just and reasonable to do so.
8. **NSF.** If your payment is not cleared by your bank, you will immediately pay the amount in cash or with certified funds. An administration fee will apply to any non-payment due to insufficient funds.
9. **Property rights.** Regardless of the method of payment and the status of registration of the owner properties, rights of property of a vehicle purchased will be transferred to the buyer when the latter has made full payment of the payment of the purchase and the auction will have received the funds.
10. **Inspection after the sale.** The buyer must have a thorough inspection at the moment of taking possession or delivery of the vehicle and if the vehicle's condition does not match with the vehicle description or condition presented by the seller, the buyer should immediately notify WHOLESALE-EXPRESS arbitration department. No request for arbitration will be considered after this time (24hrs after delivery in the case of body damages visible to the eye and 7 days for mechanical, electrical issues and any other problem not visible to the eye).
11. **Exports.** If you plan to export the vehicle, it must meet all Canadian export business requirements and all requirements for importation of the country of destination. The auction does not provide documentation for import or export purposes.
12. **Interest.** Any unpaid amount by the buyer due to a seller and/or Wholesale-Express shall bear interest at the rate of 24% per annum starting from the time the amount owed is payable.

## DISCLOSURE OBLIGATIONS OF THE SELLER

A vendor will build confidence in its products and its credibility with buyers by disclosing all relevant facts about the history and condition of vehicles sold. A vendor that provides a vehicle for sale with WHOLESALE-EXPRESS is required to disclose the information listed below by completing the appropriate application form. The list is not complete. Since vehicles and our industry are in constant evolution and change, the requirement of the vendor to disclose may also change. Therefore, the auction reserves the right to consider other information that is not specifically mentioned below.

	Feature	Explanation	Arbitration
1	Defective Antilock Braking System	The seller must disclose if the ABS system is not operational (if so equipped). Only repairs above \$750 dollars (Mitchell guaranteed Rates) are subject to arbitration.	Normal
2	Repairs Following an accident \$ _____	The seller must be disclose that a vehicle has been repaired following an accident if the total cost of repairing damage caused by a single accident has been of the order of \$ 3000 or higher. There is an obligation to report that damage repairs from an accident were made regardless to weather the damage was caused by collision, accident, weather condition or any other type of incident. If the cost of the repairs are known, it must be disclosed. If the information on damage repair caused by an accident contained on a report from history of the vehicle is incorrect, there is an obligation to rectify during the arbitration period or risk having the sale cancelled. Although the	Normal

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seller has no obligation, if he decides to declare repairs due to an accident where the amount is less than \$ 3000, he can do it separately as an additional statement. Arbitration is not allowed for repairs under \$3000, due to an accident.

3	Adjacent Panels Replaced	The sellers must disclose if more than two adjacent panels (excluding bumper panels) of a vehicle have been replaced. Please note that if the panels have replaced due to an accident or other incident, depending on the cost of the repairs, it may be also necessary for the seller to make a statement of repair due to an accident.	Normal
4	Missing or Defective Airbags	The seller must disclose if the vehicle's airbags are missing or defective.	Normal
5	Alternative Fuel or Conversion	The seller must disclose if a vehicle uses propane or natural gas, or if at some point it had propane or natural gas system.	
6	Excessive Corrosion	The seller must disclose if the vehicle is marked with excessive rust. Rust is considered excessive when the area where it is located or the Amount of rust affects the structural integrity of the vehicle, when a part Or structural component is perforated by rust.	Normal
7	Damage By fire	The seller must disclose if the vehicle was damage by fire.	Normal
8	Damage Caused by Flooding	The seller must disclose if the vehicle was damaged by water when: <ul style="list-style-type: none"> <li>-Water or any other liquid enters the vehicle down to floor plate or Higher.</li> <li>-If one of the following components was damaged due to immersion:</li> <li>-Front or rear lights or wiring harnesses.</li> <li>-The engine and its major components.</li> <li>-The transmission and differential.</li> <li>-The dashboard and wiring.</li> <li>-Passengers seat cushions.</li> <li>-Powered seats and powered windows.</li> <li>-Major components of the audio system.</li> </ul>	Extended
9	Semi Clandestine Market	The seller must disclose if the vehicle has been already registered in a country other than de United States or Canada, or manufactured improperly to north American standards. All vehicles coming from the Semi clandestine market offered for sale must include a report of the	Normal

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Vehicle verified by CARFAX, or equivalent organisation.			
10	Incorrect Marking of Vehicle	The seller must disclose if a logo, a decal, ornament or similar markings on the vehicle do not match the brand or model or series of such vehicle.	Not Applicable
11	Irreparable	Although the registration has been classified, the seller must disclose if the vehicle cannot be repaired so that it can't be driven on the road and it can only be used for parts or scrap. We presume that irreparable vehicles are also a total loss and that, therefore, it is not necessary a declaration of total loss to be made.	Normal
12	Kilometers	If the odometer reading is correct, the seller must disclose the distance the vehicle has traveled, as shown in the odometer. Small differences of 3000 km, or 5% (whichever is less to be considered) are not subject to arbitration.	Extended
13	Major repairs	<p>The seller must disclose if major component of the vehicle is defective or not operational, and if the component cost is over \$ 750 (on a non-cumulative basis) to repair or to replace under Mitchell normalized warranty rates. The major components are:</p> <ul style="list-style-type: none"> <li>-Engine</li> <li>-Transmission</li> <li>-Power train</li> <li>-Frame</li> <li>-Suspension system</li> <li>-Electronic hardware</li> <li>-Fuel supply system</li> <li>-Electric system</li> <li>-Exhaust system</li> <li>-Damage caused by hail</li> </ul> <p>The following items cannot be subject to arbitration:</p> <ul style="list-style-type: none"> <li>-Interior trim</li> <li>-Windows, tires</li> <li>-Visible body damage</li> </ul>	Extended
14	Manufacturer Redemption	If the vehicle was purchased by the manufacturer under the Canada Automotive Arbitration Plan or under laws of any jurisdiction, including but not limited to, the Lemon Laws of the United States, the seller must disclose this information. If the reasons, date or jurisdiction are known, they must be disclosed.	Normal
15	Significant	The seller must be disclose if the vehicle differs substantially from the	Normal

	Changes Compared to The production Specifications	original manufacturer specifications.	
16	5-digit Odometer	The seller must disclose if the odometer has 5 digits, while more than 100,000 miles or kilometers have been completed.	Normal
17	Broken or Defective Odometer	The seller must be disclose of the odometer is defective or broken, if it does not consider the distance covered accurately.	Normal
18	Miles Odometer	The seller must disclose if the odometer counts miles.	Normal
19	Replace Odometer	The seller must disclose if the odometer has been replaced.	Expended
20	Reverse Count Odometer	The seller must disclose if the odometer count has been reversed.	Extended
21	Unreadable Odometer	The seller must disclose that the odometer is unreadable if the distance traveled is recorded accurately, but cannot be read due to pixels' damage, because the vehicle cannot be started for an odometer reading or any similar reasons.	Normal
22	Out of Province List_____5 . .	If the province where the vehicle was last registered is different from that in which that the vehicle is currently sold, the vehicle must be declared 'out of province' and the seller must identify the last province in which the vehicle was registered to a retail customer. The seller must disclose all the provinces in which the vehicle was previously registered.	Normal
23	Previous Daily rental Status	The seller must disclose if the vehicle was previously used as a vehicle for daily rental (unless the vehicle was owned by a private user, afterward).	Normal
24	Vehicle used For driving School	The seller must disclose if the vehicle was used as a driving school in the past.	Normal
25	Vehicle used	The seller must disclose if the vehicle was used as a vehicle for	Normal

	For emergency Services	emergency services in the past.	
26	Vehicle used As a police car	The seller must disclose if the vehicle was used as a police patrol car in the past.	Normal
27	Vehicle used As a taxi or Limousine	The seller must disclose if the vehicle was used as taxi or limousine in the past.	Normal
28	Stolen and Recovered Vehicle	The seller must disclose if the vehicle was recovered after been reported as stolen.	Extended
29	Damage to The structure	The seller must declare a vehicle that has sustained structural damage if the damage was consistent with the definition of damage To the structure as outlined in the Policy on damage of the National Auto Auction Association. See <a href="http://www.naaa.com">www.naaa.com</a>	Extended
30	Classified Property <u>Classification</u>	The seller must disclose if the vehicle has been classified under the Provincial Act or Estate, and must indicate the assigned classifications.	Extended
31	Actual miles <u>Unknown</u>	The seller must declare when the actual kilometers traveled by the vehicle is unknown; if the distance traveled is unknown and there is no reliable record to check the odometer reading at certain dates. when the statement is made, regarding the fact that the actual number of miles traveled by the vehicle is unknown, the total distance that the vehicle has been driven is probably much higher than that indicated by the odometer reading.	Extended
32	Actual miles Traveled <u>Unknown</u>	If the total distance unknown, but per reliable records, the distance traveled by a certain date is known, the seller must disclose the last known distance and provide the date.	Extended
33	<u>Total loss</u>	The seller must disclose if an insurer has determined that the vehicle was a total loss.	Extended
34	A vehicle From the <u>United states</u>	The seller must disclose if the vehicle has already been registered in the United States or manufactured not in compliance with Canadian Standards. All American vehicles offered for sale must have a history report of the vehicle verified by CARFAX or equivalent.	Normal

35	Vehicle Identification <u>Number</u>	The seller must disclose if the original VIN plate (on the dashboard, driver's side) was removed, modified or replaced. The vehicles may not be offered for sale unless the original VIN plate is intact or has been Replaced in accordance with provincial and federal regulatory Requirements.	Normal
36	Cancelled <u>Warranty</u>	The seller must disclose if the manufacturer has cancelled the warranty on the vehicle or has given notice of its intention to do so. Notice of cancellation of guarantee given after the date of the sale May not be subject to arbitration.	Normal
37	Year  Brand  Model  <u>Series</u>	The seller must disclose the year, brand, model and series (the Level of interior trim) of the vehicle, as indicated by the coded VIN.	Normal

#### ADDITIONAL OBLIGATIONS OF THE SELLER AND WHOLESALE-EXPRESS LIMITED WARRANTY

1. **Property and titles.** When you sell a vehicle, you warrant the auction and the buyer that you are allowed to sell this vehicle; that you have the property of the vehicle, that is free of charge, bond, mortgage, or restraint of any kind, whatsoever. All documents required to enable the transfer of ownership to the buyer must be given to the auction the day before the sale.
2. **Vehicle Identification Number.** The sellers will not be able to put a vehicle up for auction if they do not carry intact the original VIN plate or a replacement plate in accordance with provincial and federal regulatory requirements.
3. **Disclosure.** The seller is responsible for ensuring that all statements and all other important disclosures are reported and appear in the description of the vehicle. The seller is also responsible for ensuring that all the information provided is accurate. The seller must declare esthetic damages in a clear manner as to provide an unambiguous description of the vehicle's condition.
4. **Warranty.** In a case where the vehicle ownership titles of any vehicle sold by a seller for an amount of 10,000.00 \$ or more are not free of the existence of mortgage, charge, lien, pledge, encumbrance or any other restriction on personal property, or are sold in contravention of paragraph 1. Titles/Ownership of the present section, WHOLESALE-EXPRESS agrees to reimburse the amount corresponding to the sale price of the vehicle sold to the buyer with the exclusion of any other claim for damages, prejudice, loss of profits and expenses suffered or incurred by the buyer who waives these against WHOLESALE-EXPRESS. The reimbursement will be made by WHOLESALE-EXPRESS insofar as the following conditions are fully meet:

- 1) Reception of written request by the buyer accompanied by supporting evidence;

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- 2) Reasonable period of time given so that WHOLESale-EXPRESS may investigate the situation;
- 3) The buyer has the obligation to cooperate with WHOLESale-EXPRESS at all times to minimize his losses as well as losses suffered by WHOLESale-EXPRESS;
- 4) The buyer must have, at all times, taken all the necessary means required in the legally prescribed delays to protect his interests, as well as the interests of WHOLESale-EXPRESS, including notably but not limited to undertaking, or contesting any legal procedure relative to the vehicle, to its claim or any demand arising from its claim, and this with objective of protecting his interests his and those of WHOLESale-EXPRESS.

The seller agrees to reimburse WHOLESale-EXPRESS immediately for the price of sale reimbursed by WHOLESale-EXPRESS to the buyer, plus interests at a rate of 24% per year starting at the date of reimbursement of the price of sale by WHOLESale-EXPRESS to the buyer. In such a situation, the seller also commits to reimburse WHOLESale-EXPRESS for all reasonable legal fees incurred by WHOLESale-EXPRESS to analyse the property titles, to reimburse the buyer and claim the amounts due to WHOLESale-EXPRESS by the buyer.

5. **Seller's refusal.** In the event where the seller refuses and/or neglects to submit and/or transfer to WHOLESale-EXPRESS any vehicle sold at auction, and this, within seventy two (72) hours of the reception by WHOLESale-EXPRESS of the amount corresponding to the price paid by the buyer and/or in case where any seller refuses and/or neglects to deliver to WHOLESale-EXPRESS the required documents necessary to transfer ownership to the buyer, the seller agrees to pay a delay penalty of 50.00\$ per day to WHOLESale-EXPRESS, and this, subject to any claim or action undertaken by WHOLESale-EXPRESS and/or the buyer to transfer the property title to WHOLESale-EXPRESS and/or the buyer and subject to the claim of all damages suffered by WHOLESale-EXPRESS and/or the buyer.

## ARBITRATION

1. **Arbitration services of WHOLESale-EXPRESS.** WHOLESale-EXPRESS offers an arbitration service to resolve disagreements between buyers and sellers. Our process is designed to be impartial, fast and inexpensive. The overall process of arbitration is to maintain the integrity and fairness of the bidding process for both buyers and sellers. Our arbitration specialists are qualified employees of WHOLESale-EXPRESS who know fairly well the used vehicles market. The only people authorized and habilitated to manage and make fair and unbiased decisions regarding arbitration claims while applying and respecting WHOLESale-EXPRESS'S rules and policies are the arbitration specialists. The arbitrator is therefore habilitated to make decisions necessary to maintain the independence and objectivity of the arbitration process.
2. **Request of arbitration.** A) Start by contacting the Arbitration Department. A client can initiate a request for arbitration by filling out an arbitration request form available at [www.wexpress.ca](http://www.wexpress.ca) and selecting the "Car claim section". You must transmit your request before the end of the arbitration period prescribed and transmit the information required to complete an arbitration form. Only items identified on the arbitration form will be considered by the arbitrator. The normal arbitration request may be submitted only once, per vehicle sold and no additional information will be considered after the arbitrator has taken charge of the claim.

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B) The arbitration department reserves itself a delay of 5 business days to take charge of the claim and contact the client requiring an arbitration service. This delay may be prolonged if judged necessary by the arbitrator depending on the nature of the claim and the measures that need to be taken to assure the proper treatment and management of the claim.

3. **Arbitration period.** Depending on the nature of the request, the arbitration period will be either normal or extended.
  - **The normal period of arbitration** is **one business** day after delivery of the vehicle to the buyer.
  - **The extended period of arbitration** is **seven days** after the date the vehicle was delivered to the buyer.
  - Duration of the arbitration period. The auction reserves the right to extend the arbitration period when, according to the representative of WHOLESale-EXPRESS it would be fair and reasonable to do it. Although the seller is required to make all applicable statements, the buyer is also required to be diligent in his inspection and do the necessary research regarding its vehicle purchases. Therefore, if in the exercise of reasonable diligence, the buyer discovers a potential issue in the arbitration applicable period, it is unlikely that an exception to the time limit prescribed shall be granted.
4. **Investigation.** The arbitration shall examine only the items specified in the arbitration form. The arbitrator may, but it is not obligated to, consult the buyer, the seller or both parties to reach an understanding of the elements referred to the arbitration. Depending on the issue, the arbitrator may also seek the advice of mechanics, qualified inspectors of vehicles, or other members of the staff of the auction. Whenever appropriate, the arbitrator may refer the vehicle to an external source such as an authorized auto dealer or a specialist, for consultation.
5. **Decision.** When the investigation is complete, the arbitrator will decide the complaint submitted to arbitration is valid. Before deciding what should be the decision, the arbitrator may try to reach a settlement between buyer and seller through mediation. If an agreement cannot be reached, the arbitrator will decide the appropriate solution, whenever necessary.
6. **Appeal.** General rule. The arbitrator has wide discretion to grant any solution or remedial action it considers fair and reasonable under the circumstances. The intention of the arbitrator is to see that a declaration does not affect the value of the vehicle concerned, there can be no loss, therefore, no possible solution. The solutions may be: Cancel the sale and refund of the purchase price, reimbursement of costs and expenses incurred partial refund of the purchase price, repair the defect at the seller's expense, repair and costs shared by the buyer and seller, no financial or other type of compensation, or similar action.
7. **Fees and costs of arbitration.** The auction reserves the right to impose arbitration costs of the buyer on the seller in the event of a major deception or for arbitration claims that are not made in good faith. If the auction incurs expenses, as part of the investigation (example; services from an external source, towing, transport, etc.) the arbitrator, within the area of its mandate, can determine the liability to pay the cost incurred.
8. **Irrevocability.** The decision of the arbitrator and the solution imposed is final and binding on the buyer and the seller. In doing business with WHOLESale-EXPRESS, the buyer and the seller agree to participate in the arbitration process of the auction, to respect and implement a decision of the arbitrator, which is irrevocable. From the moment that the decision of the arbitrator is executed, the

buyer and the seller are considered to be releasing each other from all claims demands on the elements referred to arbitration.

9. **Return process.** If the arbitrator decides that the sale should be cancelled, the purchaser must return the vehicle to the closest branch of WHOLESale-EXPRESS. A vehicle is not considered returned until received, inspected and approved by our management. A vehicle must be returned in the same condition, or in better condition than that in which it was sold. Expenses for excess of miles may be charged for returned vehicles.

10. **Limitations on the availability of arbitration.**

Arbitration is not available in the following situations	Exceptions
a) Elements properly disclosed as statements of the seller	None
b) The matter discussed in a report of history of the vehicle, an inspection report or any similar source available to the online buyer by the seller before the bidding begins.	None
c) Vehicles with over 160,000 km	Major deception By the seller
d) Characteristics of a vehicle that do not be disclosed as obligatory statements	Major deception By the seller
e) The points raised outside the period applicable for arbitration	When the Auction decides, all things considered, it is just and reasonable to extend the period of arbitration.
f) Vehicles not intended for use on public roads (for example, boats Snowmobiles, equipment).	Major deception by the seller
g) Antique vehicles, recreational motorized caravan and Motorcycles.	Major deception by the seller
h) Noise or conditions of the vehicle which are inherent characteristic of a brand or model of a particular vehicle, unless they are deemed 'excessive' by the arbitrator. The arbitrator may refer to the underwriting guidelines at a dealer of the original vehicle to determine if the noise or characteristics are truly excessive under such circumstances.	None
i) All wearable pieces that one would normally expect to replace or adjust for the expected life of the vehicle, including, but not limited to, tires,	None

windshield wipers, brake pads disc, brake shoes, brake discs, belt, hoses, lubricants, fluids, timing belts, lights bulbs, filters, shock absorbers.

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11. **Customers.** The arbitration is a service offered only to buyers and sellers of the auction and not to their clients. The service is not available if the buyer no longer has possession or ownership of the vehicle.
12. **Legal proceedings.** No action or legal proceeding will be started or brought by the buyer or the seller against each other in regard to:
  - a) Any item being or having been the subject of arbitration, unless it is to enforce the terms of the arbitrator's decision.
  - b) Any item for which arbitration is not possible under the policies of WHOLESale-EXPRESS, unless the arbitration is not offered because, and only because of the deadline to submit the item to arbitration, including any extension of the expired period.
  - c) No action or legal proceeding will be started or brought by the buyer or the seller against WHOLESale-EXPRESS for any reason, cause or matter, directly or indirectly related to the services of the auction or failure to provide services, including but not limited to, the arbitration services.
13. **Note.** The arbitration process is not a tool to reduce the price or treat 'buyer's remorse'. Buyers are advised to avoid impulsive shopping and thoroughly inspect the vehicles before bidding. All used vehicles normally have defects and may require repairs. Buyers must take this into account when submitting their bids. Arbitration is regularly monitored by the auction. Vendors who when submitting their bids repeatedly fail to represent their vehicle properly when doing all the required reports or buyers who repeatedly submit doubtful request for arbitration may have privileges with the auction suspended temporarily or permanently.

#### AGREEMENT ON THE USE OF THE WEBSITE

1. **Property.** WHOLESale-EXPRESS and all Websites and applications of WHOLESale-EXPRESS (the 'Website') are owned and operated by WHOLESale-EXPRESS. The material contained on our Website, including but not limited to text, images, graphics, sound, photographs, and software (collectively the 'Content') are protected by intellectual property laws. Some of the Content is updated on a real time basis and are the property of WHOLESale-EXPRESS or a third party authorized to use it under license. It is prohibited to copy, reproduce, manipulate, alter, modify, create derivative works from, distribute, republish, upload, post, transmit or publicly display the Content in any way without our prior written consent.
2. **System integrity.** It is prohibited to use any device, software or routine to interfere or attempt to interfere with the proper functioning of our WHOLESale-EXPRESS System or any WHOLESale-EXPRESS Website or any auction conducted with the help of our WHOLESale-EXPRESS. You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of our WHOLESale-EXPRESS System.
3. **Eligibility of the user.** The services offered by WHOLESale-EXPRESS are available only to persons authorized to enter into a legal bidding contract according to the law. Without limiting the foregoing, our services are not available to minors. If you do not meet these requirements, please do not use our

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services. In addition, WHOLESale-EXPRESS services are not available to persons who are prohibited from with any WHOLESale-EXPRESS Web Site auction or that are considered undesirable.

4. **No representation or Warranty - Disclaimer of Warranties.** To the fullest extent permitted by applicable law, the Web site and its content, and any linked web site, are provided 'as is' and without representation or warranty of any kind, whether express or implied, including warranties or marketable quality, or the applicability of the information to a particular purpose or non-infringement of intellectual property. WHOLESale-EXPRESS does not warrant that the Web Site or its content will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or harmful components that could cause damage, WHOLESale-EXPRESS does not guarantee or make any representation regarding the use of material from this site for correctness, accuracy, reliability and speed or otherwise. You will be responsible for all costs related to maintenance, repairs or corrections required which could be associated with your use of this site.
5. **Limitation of liability.** WHOLESale-EXPRESS and its parent companies, subsidiaries, affiliates, directors, officers, employees and agents shall in no way be liable for any loss or damage including, but limited to any direct, indirect, special punitive or incidental damage, caused or been caused by this Website or this Website or its content, including but not limited to, losses arising from the use or inability to use the Website, any failure of performance, error, omission. Interruption, defect, slow transmission operation, computer virus or any other failure, even if there is negligence, or if WHOLESale-EXPRESS has been advised of the possibility of such loss. If you are unsatisfied with our Website or with any material available through the Website or any of the Website, including the selling conditions, your sole and exclusive remedy is to discontinue using the Website. The exclusion or limitation of warranties, conditions or liability for certain damages may not be permitted under certain jurisdictions. In such situations, some or all of these terms, or this section and the preceding may not apply to you. If permitted by law the liability of WHOLESale-EXPRESS is limited to resupply the Website service. In no event WHOLESale-EXPRESS can be held responsible for lost profits or any special, direct or secondary damage due to our Website, our services or this Agreement, whatever happens and including negligence.
6. **Compensation.** You agree to compensate, and WHOLESale-EXPRESS and its parent companies, subsidiaries, affiliates, director, officers, employees and agents shall in no way be liable of any claim or demand, including reasonable legal fees, made by any third party due to or arising from your breach of this Agreement or any document incorporated by reference, or your violation of any law or the rights of any third party.
7. **Links to third party Websites.** The Website may content links to other Websites which are not maintained by WHOLESale-EXPRESS. We are not responsible for the content of these Websites belonging to third parties. The inclusion of any link to a Website does not mean that we support this website. Such websites owned by third parties may use practices regarding privacy or data collection that are independent of us. WHOLESale-EXPRESS assumes no liability for these independent policies from ours, or lack of such policies, or any actions or omissions of third parties.

## PRIVACY POLICY

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1. **Definitions.** In this Privacy Policy, the capitalized terms have the same meaning as in the policies of WHOLESale-EXPRESS.
2. **Commitment to the protection of privacy.** WHOLESale-EXPRESS is committed to respect and protect your privacy. WHOLESale-EXPRESS has developed this Privacy Policy to ensure that your rights are protected.
3. **Limited the collection of information.**
  - a) The collection of personal information is limited to those necessary to achieve the objectives determined by WHOLESale-EXPRESS in the present Policy. The collection of data is done by fair and lawful means.
  - b) When you register with us or you enter into contracts with our society, WHOLESale-EXPRESS collects and maintains certain personal information about you. This information is used to identify your company and yourself, and include items such as your driver's license number, your criminal record, your date of birth, registration number of auto dealer or business and your purchases and sales of vehicles ( example, vehicle type, quantity, price, vehicle identification number, the odometer reading, year, make, model, date of purchase or sale and your purchase or sale trends) your banking, financial and tax information. Some of the information obtained by WHOLESale-EXPRESS can be considered personal.
4. **Purpose for collecting personal information.**
  - a) WHOLESale-EXPRESS collects, uses and discloses personal information for the following purposes:
    - A1) Process applications for registration and related documents required to become a member of WHOLESale-EXPRESS in good standing, and to arrive at a decision regarding the acceptance or rejection of the client's application.
    - A2) Ensure that only registered customers and authorized vendors use the services of our auction.
    - A3) Validate the information submitted to us.
    - A4) Verify, evaluate or monitor your credit worthiness.
    - A5) Help us recover any amount that some customers owe to WHOLESale-EXPRESS.
    - A6) Communicate with you in response to purchases, requests, complaints or comments you have address to WHOLESale-EXPRESS.
    - A7) Contact you regarding our activities and sales.
    - A8) Help us develop, evaluate and improve our strategies, sales and marketing techniques.
    - A9) Provides third parties with some necessary information they need to do business with WHOLESale-EXPRESS or to provide you with more efficient services.
    - A10) Help us, and others, to assess the industry of used vehicles.
    - A11) Answer to reasonable requests from investigative agencies.
    - A12) Maintain and update our list of banned auto dealer.
  - b) We collect, use and disclose aggregated sales data, including the location of sale, the price, odometer reading, and the condition, description and identification number of the vehicle, to help us, and help others, to assess the market trends, to prepare and analyze data and prepare reports on the market and evaluate products.
  - c) We provide names of buyers and sellers, as well as other information, some of which may be personal, to law enforcement and regulatory agencies.

- d) We can pass on our list of banned merchants (including the name and address of the company involved, the names of all individuals representing the company whose privileges have been suspended, and the reasons for the suspension) to third parties, including other companies using the auction.
5. **Limitation on the use, disclosure and retention of information.** Personal information will not be used or disclosed for purposes other than those for which it was collected, unless you have given your consent to do so, or if required by law. This information will be retained only if necessary for fulfillment of those purposes or as required by law.
6. **Consent.** When possible, WHOLESale-EXPRESS will seek your consent to use and disclose your personal information when it obtains that information. By providing your personal information to WHOLESale-EXPRESS, in doing business with WHOLESale-EXPRESS, or using the services offered by WHOLESale-EXPRESS, you consent to the collection, use and disclosure of your personal information for the purposes set up in this Privacy Policy.
7. **Safeguards.** To control the access to your personal information and to see that they are properly protected, WHOLESale-EXPRESS has implemented computer safeguards through firewalls and passwords.
8. **Transparency.** WHOLESale-EXPRESS will make readily to customers' specific information about its policies and practices related to the management of personal information. Customer will be able, on request, to be informed of the existence, use and disclosure of their personal information, and have access to that information. They may also challenge the accuracy and completeness of the information in question and request changes.
9. **Policy changes.** WHOLESale-EXPRESS reserves the right to change this Privacy Policy at any time and at its discretion. Any changes will be preceded by a notice posted on our Website at [www.wholesale-express.ca](http://www.wholesale-express.ca) For any questions regarding the privacy policy of WHOLESale-EXPRESS, please contact our Counsel at the following address: 501 Boul. Laurier, suite 101, Sainte-Marie-Madeleine, Québec J0H 1S0, Canada



WHOLESALE EXPRESS CANADA  
501 Laurier Ouest Boulevard  
Sainte-Marie-Madelaine  
Quebec J0H 1S0

- The "AVAILABLE NOW" method allows you to place a vehicle in the auction with the reserve price. The seller undertakes to deliver the vehicle if it reaches the reserve price or, if an agreement is made with our sales team.
- The "AVAILABLE NOW" method allows buyers to facilitate the purchase of vehicles simply by reaching the reserve price set by the seller and by being the highest bidder.
- The "AVAILABLE NOW" method allows the buyer to bid on an auction item unlimited times.
- A \$160 fee will be charged to the seller for each transaction in "AVAILABLE NOW" mode. In the event that the vehicle is not sold, no fee will be charged to the seller.
- For everything auctioned off according to the "AVAILABLE NOW" method, the seller has the obligation to provide the CARFAX report updates for his vehicle in the same application. If the seller has already requested a CARFAX report, he will not have to pay for the second application.
- The seller is obligated to sell the vehicle if the reserve price is reached. Otherwise, the seller will be charged a \$300 cancellation fee.
- The seller may place a vehicle that has already been evaluated on Wholesale Express in the "AVAILABLE NOW" auction. During the auction, the highest bidder will receive an offer equal to the seller's reserve price. The highest bidder has the option to purchase the vehicle or to decline the offer. If the highest bidder buys the vehicle for the reserve price, the auction ends successfully.
- Buyer's fees remain unchanged at \$160 per transaction and transport costs remain the same as for normal transactions.
- Please note that any arbitration that generates a \$50 fee will then be charged to the party who is assigned the responsibility of the arbitration.

Dealer Name: \_\_\_\_\_

Dealer #: \_\_\_\_\_

Signature: \_\_\_\_\_

WE Rep: \_\_\_\_\_

Date: \_\_\_\_\_

Initial \_\_\_\_\_



**WHOLESALE-EXPRESS**  
**Pre-Authorized Payment Agreement**

In the present Agreement,

‘I’ refers to the holder of a Pre-Authorized payment account.

‘We’ refers to WHOLESALE-EXPRESS.

‘PAP’ refers to a pre-authorized debit payment under the terms of the present Agreement.

‘Bank Account’ refers to the bank account indicated on the present authorization of Pre-Authorized debit (‘the Authorization’) from which the PAP will be deducted.

‘Institution of PAP’ refers to the financial institution where I have my ‘Bank Account’.

I hereby authorize the Bank to debit the ‘Bank Account’ in order to pay my transaction to WHOLESALE-EXPRESS, the bill that will be owed from time to time, according to amounts that I would have indicated on the Authorization. I understand that the Bank account will be automatically collected on the due date mentioned on the PAP form.

I understand that I have the responsibility to make sure that the amount to be paid, according to the Authorization, is available in my Bank account; otherwise insufficient funds fees could be charged.

I understand that if a PAP cannot be withdrawn by de Institution of the PAP, I should pay on the due date the amount expected on the present Agreement; otherwise my Account with WHOLESALE-EXPRESS could fall on default.

I understand that the cancellation of the Authorization does not end my Account with WHOLESALE-EXPRESS and it does not exempt me of my obligation to pay WHOLESALE-EXPRESS the amounts due. The Authorization concerns only the payment option and has no effect in my obligations with the Bank.

I will inform in writing WHOLESALE-EXPRESS of any change concerning my Bank account, at least 30 days before the next withdraw.

I consent that the Bank reports to the PAP institution all personal information contained in the Authorization, given that this information is required to process my PAP.

Signed on \_\_\_\_\_

Authorized signature \_\_\_\_\_

Initial \_\_\_\_\_

## Pre-Authorized Payment Authorization

### WHOLESALE-EXPRESS

Yes, I want to join the pre-authorized payment service of WHOLESALE-EXPRESS, as a payment option for my transaction.

#### 1. Authorization

I authorize WHOLESALE-EXPRESS, by the present document, to collect the pre-authorized payment from the following Bank account:

Name of the financial institution \_\_\_\_\_

Address of the Branch \_\_\_\_\_

Branch Transit Number \_\_\_\_\_

Account Number \_\_\_\_\_ (must be checking account)

Name (names) of the account holder \_\_\_\_\_

#### 2. Debit Amount

On the due date indicated below, I request that the amount of \$ \_\_\_\_\_ is to be collected from the Bank account mentioned above.

#### 3. Consent

I attest that all the information provided of my Bank account in the present Authorization are complete and exact.

I confirm that all person whose signature is required on the Bank account mentioned above, have signed the present Authorization. In signing here, I acknowledge to have read the Pre-Authorization Payment Agreement, and I commit to fully respect it. I understand that it could take some time before the first payment.

Signatures of account holder \_\_\_\_\_

Please send this Authorization by fax to 1-450 778-9525 or by email to

julie.lavoie@cgocable.ca

with a VOID cheque of your bank account.

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