

SGI Salvage Auction Terms and Conditions

The following terms and conditions apply to the purchase of salvage vehicles or other property (each, a "Salvage Item") from Saskatchewan Government Insurance ("SGI") via IAA Auction Center Application ("Auction Center"). By bidding on Salvage Items sold via auctions on the Auction Center, (each referred to as a "Salvage Auction"), you, the Buyer, acknowledge and accept the terms and conditions set out below.

Please read the terms and conditions carefully before registering with IAA. It is the Buyer's responsibility to read, understand, and agree to the latest version before creating an account and/or following any updates to the terms and conditions. SGI reserves the right to change any of these terms and conditions, at any time without prior notice.

Limitation of Liability

Buyer agrees that in no event will SGI, or Impact Auto Auctions Ltd. and its parents, subsidiaries, affiliates, or each of their agents or employees, be liable to Buyer for indirect, consequential, punitive, exemplary, or special damages, loss of goodwill, work stoppage, data loss, computer failure or malfunction or lost profits (collectively "Damages"). Without limiting the foregoing, Buyer further agrees that SGI will not be liable to Buyer for losses or Damages due in whole or in part as a direct result or indirect result of any theft, conversion, loss, damage, claim expense (including legal fees), suit or demand (collectively "Loss") arising out of, based upon or resulting from the possession, transportation, use, storage or operation of any Salvage Item, including, but not limited to, Loss or Damages due to or caused by or during transportation, delay, dispute decision, cancelled sale, clerical errors, fire, storm, flood, war, civil disturbance, riot, epidemic, pandemic, public health emergency, quarantine, governmental order, act of God, lightning, earthquake, or other similar casualty.

Indemnity

Buyer agrees to indemnify, defend, and hold harmless SGI from and against all liabilities, damages, losses, expenses, demands, claims, suits, or judgments, including reasonable legal fees and expenses, in any way related to or arising out of the breach of these Terms and Conditions by Buyer or by any employee, representative, driver, agent, subcontractor or contractor of Buyer.

Registration

To buy Salvage Items from SGI, the Buyer must register as a buyer with the Auction Center.

Even if Buyer successfully registers with the Auction Center and is the successful bidder in a Salvage Auction, SGI reserves the right, in its sole discretion, to refuse to complete the transaction for the Salvage Item purchase by any individual or entity for any reason.

SGI Salvage Item Condition Disclaimer

All Salvage Items are sold "as-is" and without warranty or guarantee of any kind, either
written, expressed or implied, as to merchantability or fitness for a particular purpose or
otherwise. While SGI endeavours to ensure the accuracy of the information related to

- Salvage Items being sold, SGI does not warrant that item specifications are complete, accurate or error-free. The information provided is not intended to, and does not constitute, a representation or guarantee of any kind.
- Caution and safe handling of vehicle parts is recommended. Any vehicle may have had
 exposure to biohazards including, but not limited to, chemical occurrences and/or biological
 substances and/or associated materials such as needles or drug paraphernalia (also known as
 sharps). No decontamination has occurred and contact with this vehicle, or its parts may
 result in significant harm. Caution and safe handling are recommended.
- The Buyer is responsible for all photos of damages required prior to repair and inspection of vehicles. Requests for additional photos and estimates will be declined.
- SGI has not conducted any search related to vehicle recall or vehicle safety alerts.
- Privacy laws prevent SGI from providing any information about the previous owner and/or details of the collision resulting in the vehicle being declared a total loss.

Exclusions and Supplements to IAA's Terms and Conditions

Purchases made through the Auction Center shall be governed by IAA's Auction Policies and Arbitration Rules (https://ca.iaai.com/Support/AuctionRules), to which Buyer agreed when registering through the Auction Center. Purchases from SGI shall be governed by IAA's Auction Policies and Arbitration Rules, except as modified and amended as follows:

D 10. Verify the Brand (IAA's Policies do not apply)

- Buyer must be aware of the vehicle inspection and branding procedures in the province or jurisdiction the vehicle is to be registered and licensed in. Branding and inspection requirements may vary in each jurisdiction.
- The Buyer purchases the vehicle "as-is" and it is the Buyer's responsibility to ensure the vehicle meets branding and inspection requirements in the province or jurisdiction in which the vehicle is to be registered and licensed.
- Understand that "claims history" and vehicle "branding and inspection requirements" are not the same thing, and it is the Buyer's responsibility to become familiar with each phrase.
- Click here for the steps to follow for Saskatchewan vehicle inspections:
 - Body integrity
 - Mechanical safety
- Additional information on the Saskatchewan vehicle inspection program can be found in <u>The</u> Vehicle Inspection Procedures Regulations from the Government of Saskatchewan.
- Be aware that in most cases the vehicle registration will be branded. This means that even
 after repairs and inspections have been completed, the registration certificate will show the
 vehicle is a previous total loss or "Rebuilt." For more information on Saskatchewan vehicle
 branding please contact:

Vehicle Standards & Inspections

306-775-6188 (Regina) 1-800-667-8015 ext. 6188 (toll-free)

D 22. Payment Requirements

• Payment can be completed through the Auction Center using credit card.

- In-person payments are accepted at SGI Salvage Branch offices by cash, debit card, credit card, certified business cheques or electronic funds transfer.
- NOTE: In-person payments at SGI Salvage Branch offices are only accepted during regular business hours which are Monday to Friday: 8 a.m. to 4:30 p.m. CST.

D 24. Title & D 25. Ownership Transfers (IAA's Policies do not apply)

• Upon request, SGI will provide a Saskatchewan provincial registration.

D 26. Liens

• SGI does not guarantee vehicles to be free of liens or encumbrances. SGI will use reasonable effort to discharge any registered lien on the purchase.

D 27. Vehicle Storage Charges (IAA's policies do not apply)

- Vehicles stored at SGI Salvage Compounds must be removed by 5 p.m. five business days from the purchase date. Failure to do so may result in storage charges.
- If the vehicle is stored at an independent compound, storage charges may apply from the date of purchase to the date of removal.
- Vehicles located at compounds other than an SGI Salvage Compound are subject to storage charges in effect at that compound. Contact the appropriate storage yard to confirm if additional fees apply before bidding.
- The Buyer agrees to remove the purchased item from the storage facility within FIVE BUSINESS DAYS or pay a minimum of \$10 per day storage charge. Storage rates may vary depending on compound location. If the unit is not picked up within five days, it may be transported to another secure compound where the Buyer is responsible for towing costs and daily storage fees at the facility-charged rates.

D 28. Loading Fees (IAA's policies do not apply)

- The Buyer is responsible for the cost of loading and transporting vehicles. (If Buyer is towing a vehicle, a professional towing service is recommended.)
- SGI does not load full electric vehicles (EVs). Alternate arrangements at the Buyer's expense are to be made before removal from the storage facility.
- Vehicles one ton and less, are forklifted out of SGI Salvage Compounds during regular
 business hours at no charge; however, damage incurred during the loading process is at the
 Buyer's risk. Vehicles larger than one ton require specialized equipment, and alternate
 arrangements at the Buyer's expense must be made before removal from the storage facility.
 In the interest of safety, unsafe loading practices or the use of improper equipment are not
 permitted.
- Vehicles located at compounds other than an SGI Salvage Compound are subject to service
 fees in effect at the specific compound. Contact the appropriate storage yard to confirm if
 additional fees apply before bidding.
- Loading at SGI compounds is available between 8:15 a.m. and 4:45 p.m., Monday to Friday, excluding statutory holidays.

Using a professional towing service to remove a vehicle is recommended. All self-towed vehicles must comply with *The Highway Traffic Act*.

D 29. Transportation

IAA's Policies do not apply to SGI vehicles.

Section E – Seller's Obligations

IAA's Policies do not apply to SGI vehicles.

Section F – Arbitration Rules

IAA's Policies do not apply to SGI vehicles.