



**SALVAGE BUYING AGREEMENT**

This Salvage Buying Agreement (the “**Agreement**”) is made between **INSURANCE CORPORATION OF BRITISH COLUMBIA (“ICBC”)** and the following party (the “**Salvage Buyer**”):

<b>Legal Company Name:</b>	
<b>Doing Business As (if applicable):</b>	
<b>Business Address:</b>	
<b>Contact Name:</b>	
<b>Fax No:</b>	
<b>Email:</b>	

as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”). *[Note: Date to be completed by ICBC at time of signing by ICBC.]*

**TERM**

Subject to earlier termination under the terms of this Agreement, the term of this Agreement will commence on the Effective Date set out above and will terminate at 12:01 a.m. Pacific Time on \_\_\_\_\_. *[Note: Date to be completed by ICBC at time of signing by ICBC.]*

Thereafter, subject to the terms of this Agreement and payment by the Salvage Buyer of all applicable Fees, this Agreement shall automatically renew for periods of one (1) year each, provided that either party may terminate this Agreement at any time by providing the other party with at least thirty (30) days’ written notice.

**BACKGROUND**

ICBC operates a provincial salvage system throughout British Columbia through which registered buyers can bid on ICBC Salvage.

This Agreement sets out the terms and conditions under which ICBC will grant buyers access to the ICBC Salvage Website and limited access (if any) to ICBC Salvage Facilities for the purpose of bidding on and potentially purchasing Salvage put up for sale by ICBC.

**AGREEMENT**

IN CONSIDERATION of the premises and mutual covenants in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by ICBC and the Salvage Buyer), ICBC and the Salvage Buyer covenant and agree as follows:

1. This Agreement consists of this two-page cover sheet (the “**Cover Sheet**”), the attached salvage buying terms (the “**Salvage Buying Terms**”) setting out, among other matters, certain responsibilities and obligations of the Salvage Buyer and the general terms and conditions posted on the ICBC Salvage Website (the “**GT&C**”), all of the terms and conditions of which are binding upon ICBC and the Salvage Buyer when this Cover Sheet is signed by both parties.



2. The Salvage Buyer may purchase Salvage from ICBC and ICBC may sell Salvage to the Salvage Buyer subject to the terms and conditions of this Agreement. For greater certainty, nothing in this Agreement obligates ICBC to put Salvage up for sale on the ICBC Salvage Website or for the Salvage Buyer to bid on Salvage on the ICBC Salvage Website.

3. Each of ICBC and the Salvage Buyer agrees with and represents and warrants to the other that it has read, understood and agreed to the terms and conditions of this Agreement and that this Agreement has been signed by an authorized signatory of that party, and is a binding agreement of that party.

4. This Agreement may be signed in counterparts, which when taken together will constitute one agreement. This Agreement may be signed by the exchange of signed counterparts by fax or electronically in PDF or similar format.

**INSURANCE CORPORATION OF BRITISH COLUMBIA**

\_\_\_\_\_  
[LEGAL NAME OF SALVAGE BUYER]

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## SALVAGE BUYING TERMS

### 1. DEFINITIONS

For the purposes of this Agreement (including without limitation the Cover Sheet, these Salvage Buying Terms and the GT&C posted on the ICBC Salvage Website), any amendments hereto, and, in addition to the terms defined above and elsewhere herein, the terms below shall have the following meanings:

- (a) “**Bidder**” means any individual (including without limitation individuals who are employees of the Salvage Buyer) nominated by the Salvage Buyer to bid on ICBC Salvage and that legally bind the Salvage Buyer to purchases of ICBC Salvage.
- (b) “**Control**” of any person means: (i) with respect to any corporation or other person having voting shares or the equivalent, the ownership or power to vote, directly or indirectly, shares or the equivalent, representing 50% or more of the power to vote in the election of directors, managers or persons performing similar functions; (ii) ownership of 50% or more of the equity or beneficial interest in that person; or (iii) the ability to direct the business and affairs of any person by acting as a general partner, manager or otherwise.
- (c) “**Environmental Laws**” means any statutes, laws, regulations, orders, bylaws, standards, directions, policies, interpretations, rules, codes, orders, guidelines, permits or other requirements of any Governmental Authority, now or hereafter in force, relating in any way to the environment, human health, occupational health and safety or transportation of dangerous goods, including common law and equity and including the *Canadian Environmental Protection Act* (Canada), the *Fisheries Act* (Canada), the *Transportation of Dangerous Goods Act* (Canada), the *Environmental Management Act* (British Columbia) and all rules and regulations promulgated thereunder from time to time including, the *Contaminated Sites Regulation* (British Columbia), the *Hazardous Waste Regulation* (British Columbia) and the *Vehicle Dismantling and Recycling Industry Environmental Planning Regulation* (British Columbia); and the *Workers Compensation Act* (British Columbia) and all rules and regulations promulgated thereunder from time to time including the *Occupational Health and Safety Regulation* (British Columbia).
- (d) “**Fees**” means the fees the Salvage Buyer will pay ICBC in accordance with a fee schedule posted on the ICBC Salvage Website (including without limitation any penalty fees contemplated hereunder), which ICBC may change from time to time in its sole discretion, and for certainty excludes any amounts owing and payable by the Salvage Buyer to ICBC in respect of a particular sale lot awarded by ICBC to the Salvage Buyer pursuant to the terms and conditions of this Agreement.
- (e) “**Governmental Authority**” means a federal, provincial, regional, municipal or local government or subdivision thereof including an entity or person exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government or subdivision, and a board or tribunal acting with jurisdiction over the Salvage Buyer.
- (f) “**ICBC Data**” means all of the information and data on or accessible through the ICBC Systems.
- (g) “**ICBC Salvage**” or “**Salvage**” includes all manner of salvage offered for sale by ICBC through the ICBC Salvage Website, or any other medium selected by ICBC, including vehicles that have been written off by ICBC, Recovered Total Theft Vehicles and general salvage.
- (h) “**ICBC Salvage Facilities**” includes all facilities where ICBC Salvage is stored, regardless whether they are owned or operated by ICBC and that are located in British Columbia.



- (i) “**ICBC Salvage Website**” means the electronic system through which ICBC offers ICBC Salvage for sale, accepts bids from registered buyers, and sells Salvage to registered buyers at the following website: <https://onlinebusiness.icbc.com/salvage>, such website address may be updated or amended by ICBC from time to time.
- (j) “**ICBC Systems**” means the computer systems and networks of ICBC and/or its affiliates, including all hardware, software and other components thereof, including without limitation the ICBC Salvage Website.
- (k) “**Ministry of Environment Letter**” means a letter issued by the British Columbia Ministry of Environment to the Salvage Buyer confirming registration of the Salvage Buyer under the *Vehicle Dismantling and Recycling Industry Environment Planning Regulation* promulgated under the *Environment Management Act* (British Columbia).
- (l) “**Rebuilder/Dealer**” means a person who is licensed as a motor dealer by the Motor Vehicle Sales Authority of British Columbia or who is licenced for a substantially similar purpose by an equivalent body in any jurisdiction other than British Columbia, except in the case of a Rebuilder/Dealer who operates as a business not required to hold a motor dealer licence or equivalent licence in any jurisdiction other than British Columbia.
- (m) “**Recovered Total Theft Vehicles**” means salvage vehicles that were previously stolen, and at the time of recovery by ICBC, have minimal or no damage. For greater certainty, Recovered Total Theft Vehicles have passed a provincial mechanical inspection and have a registration status of ‘normal’.
- (n) “**sale lot**” means any discrete item of Salvage that is offered for sale by ICBC and may be purchased by any salvage buyer for a single aggregate price.
- (o) “**Wrecker/Dismantler/Recycler**” means a person whose business is that of substantially wrecking, dismantling, disassembling and/or compacting, shredding, otherwise processing for destruction or recycling a vehicle.
- (p) “**vehicle**” means a device in, on or by which a person or thing is or may be transported or drawn on a highway, but does not include a device designed to be moved by human power, a device used exclusively on stationary rails or tracks, mobile equipment or a motor assisted cycle.
- (q) “**Zoning Laws**” means any statutes, laws, regulations, orders, bylaws, standards, directions, policies, interpretations, rules, codes, orders, guidelines, permits or other requirements of any Governmental Authority, now or hereafter in force, relating in any way to the development and use of real property, including common law and equity and including the *Local Government Act* (British Columbia) and the *Community Charter* (British Columbia) and all rules and regulations promulgated thereunder from time to time.

## 2. SALVAGE BUYER FEES

The Salvage Buyer will remit, in a timely manner, all Fees that are applicable from time to time in accordance with the fee schedule posted on the ICBC Salvage Website. To the extent that any Fees are required on an annual basis, ICBC shall not refund any portion of those annual Fees in the event of termination of this Agreement by the Salvage Buyer or ICBC.



**3. SALVAGE BUYER RESPONSIBILITY AND DUTIES**

**3.1** During the term of this Agreement, the Salvage Buyer shall:

- (a) possess a valid business licence or equivalent specific to the business type operated, for the area in which the business premises are located, as required by law, and provide ICBC with a copy of the licence at time of application to be registered as a Salvage Buyer, and at time of renewal of this Agreement;
- (b) comply at all times with all applicable laws, regulations or requirements of any Governmental Authority, including without limitation, Environmental Laws and any Zoning Laws;
- (c) comply with all ICBC policies, rules and regulations posted to the ICBC Salvage Website or otherwise made known to the Salvage Buyer concerning the protection, use and disposal of any personal information, including any personal information posted on the ICBC Salvage Website or in any ICBC System or any personal information contained in any Salvage;
- (d) if the Salvage Buyer is in the Wrecker/Dismantler/Recycler category, and its place of business is located in British Columbia, provide ICBC with a Ministry of Environment Letter at time of application to be registered as a Salvage Buyer, and at time of renewal of this Agreement;
- (e) if the Salvage Buyer is in the Rebuilder/Dealer category, be a duly licensed motor dealer by the Motor Vehicle Sales Authority of British Columbia or be licensed by a substantially equivalent body in any jurisdiction other than British Columbia for substantially similar purposes, and provide ICBC with a copy of the licence at time of application to be registered as a Salvage Buyer, and at time of renewal of this Agreement;
- (f) have access to computer equipment capable of accessing the Internet with an e-mail account through an Internet Service Provider (ISP), and possess a current e-mail account;
- (g) if an individual, be at least 19 years of age;
- (h) in accordance with Section 2 of this Agreement, pay all Fees and in accordance with the terms and conditions of this Agreement pay all amounts owing by the Salvage Buyer to ICBC in respect of any sale lot awarded by ICBC to the Salvage Buyer;
- (i) maintain applicable federal and provincial sales tax registrations and any other applicable tax registrations required by any Governmental Authority;
- (j) prior to the payment of any purchase price for any particular sale lot, advise ICBC if the sale lot in question is not for resale purposes;
- (k) if applicable, provide to ICBC a copy of the Salvage Buyer's certificate of incorporation or any business registration or business name registered with the British Columbia Registrar of Companies;
- (l) conduct enquiries to satisfy themselves as to the condition and appropriateness of any Salvage;
- (m) ensure that any tow picking up any purchased Salvage is properly registered, licensed and insured;
- (n) provide a copy of this Agreement to its Bidder(s) and shall cause each Bidder to comply with the terms and conditions of this Agreement; and



- (o) be responsible at law and otherwise for all actions and omissions of its contractors (including towers), employees and Bidders.

**3.2** The Salvage Buyer will immediately notify ICBC in writing of any non-compliance or anticipated non-compliance with the conditions set out in Section 3.1 and will also inform ICBC of all steps the Salvage Buyer proposes to take to stop any continuing non-compliance, to mitigate any impacts arising from such non-compliance, and to prevent any further or anticipated non-compliance from occurring.

#### **4. RISK OF TITLE**

Custody, control, risk of, and title to all ICBC Salvage transfers from ICBC to the Salvage Buyer upon full payment of the applicable purchase price by the Salvage Buyer to ICBC for the applicable Salvage.

#### **5. PERSONAL INFORMATION**

**5.1 Remit Personal Information.** If the Salvage Buyer retrieves any materials or contents from any item of Salvage that contains personal information of any individual (including any materials in electronic form), the Salvage Buyer shall immediately notify ICBC by telephone (notwithstanding the notice provisions at Section 12 of these Salvage Buying Terms) and if requested by ICBC promptly remit such item to ICBC.

**5.2 No Contact.** Without in any way limiting the Salvage Buyer's obligations under subsection 3.1(c), the Salvage Buyer shall not use any information obtained in the course of purchasing any Salvage, including information posted on the ICBC Salvage Website, or in any ICBC Systems, or contained in any Salvage to contact a previous owner of the Salvage.

#### **6. ACCESS TO ICBC SYSTEMS**

**6.1 ICBC Salvage Website.** ICBC Systems and ICBC Data are exclusively owned by ICBC. The Salvage Buyer shall only have access to the ICBC Salvage Website for the purpose of viewing Salvage for sale or to conduct other legitimate business relating to their activities or operations, including, among other things, accessing accounts payable or auction rules. To the extent that the Salvage Buyer has access to any ICBC System other than the ICBC Salvage Website pursuant to other agreements or arrangements with ICBC, the Salvage Buyer is strictly prohibited from accessing those other ICBC Systems (excluding the ICBC Salvage Website) for purposes of collecting any data or information that informs or otherwise influences the Salvage Buyer's activities on the ICBC Salvage Website or in connection with this Agreement.

**6.2 System Access.** ICBC will issue usernames and passwords (collectively, the "Passwords") to the Salvage Buyer and any registered Bidders for the ICBC Salvage Website. The Salvage Buyer will ensure that the Passwords remain secure and confidential at all times and shall ensure that the Passwords are not disclosed by them (or any registered Bidder) to any unauthorized person. The Salvage Buyer is responsible for the acts and omissions of any person to whom they give the Passwords, and for greater certainty is responsible and liable for any and all bids for Salvage made with the use of the Passwords.

**6.3 Disclaimer.** Access to and use of the ICBC Systems and the ICBC Data is provided on an "as is" and "as available" basis, and without any representations, warranties or conditions of any kind (whether express or implied) and including without limitation any representations, warranties or conditions of or relating to: accuracy; availability; capacity; completeness; delays; durability; errors; fitness for a particular purpose; lack of negligence; viruses or other harmful component, errors, or interrupted service; merchantability; non-infringement; performance; results; suitability; quality; timeliness; title; or workmanlike effort; all of which are hereby disclaimed by ICBC to the fullest extent permitted by law, and furthermore, ICBC will not under any circumstances be liable to the Salvage Buyer or any other person for any damage or loss of any nature or kind whatsoever, whether in contract, tort, negligence, strict liability, or under any other theory of law or equity, arising from, connected with, or relating to the access to and use of the ICBC Systems and the ICBC Data, regardless of any negligence or other fault or wrongdoing (including without limitation gross negligence or fundamental breach) by ICBC or any other person for



whom ICBC may be responsible at law, even if ICBC has advised the Salvage Buyer or any other person of the possibility of such potential loss or damage being incurred.

## **7. INTELLECTUAL PROPERTY**

The Salvage Buyer will not use any of ICBC's trademarks, services names, slogans, expressions, titles, designs, logos, icons, graphics, designations, emblems, signs, symbols, trade names, official marks or any data residing on any ICBC System, including without limitation the ICBC Salvage Website for any purpose whatsoever without the prior written approval of ICBC. Without limiting the foregoing, the Salvage Buyer will not use photographs on the ICBC Salvage Website for any purpose whatsoever, including without limitation for posting on internet sites and advertisements.

## **8. AMENDMENT OF SALVAGE BUYER GENERAL TERMS AND CONDITIONS AND FORMS**

ICBC may, in its sole discretion, amend the GT&C and any related forms from time to time by posting a bulletin containing any such amendments on the ICBC Salvage Website. Amendment(s) will be effective either as of the date the bulletin containing such amendment(s) is posted on the ICBC Salvage Website, or, if the applicable ICBC Salvage Website bulletin specifies a later effective date, then as of such later date. By continuing to place bids on the ICBC Salvage Website after any amendments to the GT&C become effective in accordance with this Section 8, the Salvage Buyer signifies its acceptance and agreement, without qualification, to be bound by the amended GT&C.

## **9. TERMINATION**

**9.1 Termination for Cause.** If any of the following occurs, the Salvage Buyer is considered to be in default under this Agreement and ICBC may, in its sole discretion, terminate this Agreement effective immediately upon providing notice of the termination to the Salvage Buyer:

- (a) **False Statements:** The Salvage Buyer made a material false statement in its application to ICBC for designation as a Salvage Buyer;
- (b) **Misrepresentations:** The Salvage Buyer makes an intentional, negligent or fraudulent misrepresentation to ICBC;
- (c) **Unlawful Acts and Fraud:** The Salvage Buyer, any director, officer or shareholder of the Salvage Buyer, any other person(s) who Controls the Salvage Buyer, any employee of the Salvage Buyer, or any Bidder for whom the Salvage Buyer is responsible, commits an act of wilful misconduct, fraudulent misconduct or any other unlawful or illegal act (excluding any unlawful or illegal act which is, in the opinion of ICBC, minor in nature, except minor unlawful or illegal acts which in the opinion of ICBC may be damaging or detrimental to ICBC's reputation, image or which may bring the salvage buying program or ICBC into disrepute), regardless of whether or not such misconduct or act is connected with or related to the Salvage Buyer's business or the salvage buying activities under this Agreement;
- (d) **Conduct Detrimental to the Image of ICBC:** The Salvage Buyer operates their business in a manner which adversely affects or which is damaging or detrimental to the public image, reputations or goodwill of ICBC or ICBC's salvage operations;
- (e) **Unauthorized Taking:** The unauthorized taking of any property or tampering with any property in, on, or attached to, or associated with, any Salvage while located at an ICBC Salvage Facility, whether or not the property is removed from the ICBC Salvage Facility; or
- (f) **Breach of Agreement:** If the Salvage Buyer, or a Bidder for whom the Salvage Buyer is responsible, breaches any provision of this Agreement.



**9.2 Other Termination.** ICBC may terminate this Agreement effective immediately upon providing notice of termination to the Salvage Buyer provided such termination is part of a mass termination of all salvage buyers or a portion of salvage buyers in a particular geographic area for the purposes of establishing a new agreement in respect of the subject matter hereof.

**10. SUSPENSION**

If any of the following occurs, the Salvage Buyer is considered to be in default under this Agreement and ICBC may, in its sole discretion, suspend this Agreement effective immediately upon providing notice of the suspension to the Salvage Buyer, until such time as the Salvage Buyer is in compliance and ICBC is satisfied, in its sole discretion, that the Salvage Buyer has taken certain steps deemed necessary by ICBC to avoid such non-compliance in the future:

- (a) Failure to Pay: The Salvage Buyer fails to pay in full for an awarded sale lot as directed by ICBC;
- (b) Failure to Remove: The Salvage Buyer refuses or neglects to remove an awarded sale lot from the ICBC Salvage Facilities within the time period specified in this Agreement; or
- (c) Breach of Agreement: If the Salvage Buyer, or a Bidder for whom the Salvage Buyer is responsible, breaches any provision of this Agreement.

**11. ASSIGNMENT**

**11.1 Assignment.** The Salvage Buyer acknowledges that the rights and duties created by this Agreement are personal to the Salvage Buyer. The Salvage Buyer may not assign, transfer or dispose of all or part of any direct or indirect interest in this Agreement except with the prior written consent of ICBC, and such consent may be granted or withheld by ICBC in its absolute discretion and without reason.

**11.2 Events Considered to be an Assignment.** Any sale or other disposition of all or substantially all of the Salvage Buyer's assets or any change of Control of the Salvage Buyer is considered to be an assignment of this Agreement by the Salvage Buyer for the purpose of this Section 11.

**12. NOTICES**

All notices and communications required or permitted under this Agreement must be in writing and must be delivered by personal delivery, by mail or courier, by facsimile transmission or by e-mail to the Salvage Buyer at its address, facsimile number and e-mail address stated above, to ICBC at its address, facsimile number and e-mail address stated below, or at such other address, facsimile number and e-mail address as a party may give notice of in writing. ICBC's address for delivery is:

Manager Salvage Services  
ICBC Lower Mainland Salvage  
747 Boyd Street  
New Westminster  
V3M 5X2  
Fax: 604-525-9638  
Email: swcontact@icbc.com

Any such notices and communications given by mail will be effective 72 hours after being deposited in the mail in Canada with first class postage prepaid, or if given by personal delivery, when delivered. A notice delivered by facsimile or e-mail will be deemed to have been received on the next business day following the date of transmittal as evidenced by the records of the sender.





### 13. MISCELLANEOUS

**13.1 Headings.** The headings in this Agreement are inserted for the convenience of the parties and they are not to be used to interpret any provision of this Agreement.

**13.2 Time of Essence.** Time is of the essence of this Agreement.

**13.3 Entire Agreement.** This Agreement (including the Cover Sheet, these Salvage Buying Terms, and GT&C, as amended from time to time) sets forth the entire agreement between the parties regarding the subject matter of this Agreement. There are no representations or agreements now existing which are not contained in this Agreement. This Agreement supersedes any and all previous communications, representations, negotiations, discussions, agreements or understandings (whether oral or written) between them with respect to the subject matter of this Agreement.

**13.4 Amendments.** Except any amendments made to the GT&C by ICBC in accordance with Section 8 of these Salvage Buying Terms, all other terms of this Agreement can only be amended or modified by written agreement of the parties to this Agreement.

**13.5 Governing Law.** This Agreement is governed by and interpreted in accordance with the laws of British Columbia, and the federal laws of Canada applicable in British Columbia, excluding any rules of private international law or the conflict of laws that would lead to the application of the laws of any other jurisdiction. The parties will attorn to the exclusive jurisdiction of the courts of British Columbia on any related matter.

**13.6 Provisions May be Severed.** If any provision of this Agreement is decided to be unenforceable or invalid for any reason, that unenforceable or invalid provision will not affect the enforceability or validity of the remaining provisions of this Agreement, which will remain in full force and effect, and any unenforceable or invalid provisions will be severable from the rest of this Agreement.

**13.7 Enurement.** This Agreement will be binding upon and enure to the benefit of the parties and their respective heirs, executors, administrators, representatives, successors and permitted assigns.

**13.8 Waiver.** No waiver of any breach of any term of this Agreement will be effective or binding unless made in writing and signed by the party giving the waiver, or made otherwise agreed to by the parties. No condoning, excusing or waiver by any party to this Agreement of any default, breach or non-observance by any other party to this Agreement will operate as a waiver of that party's rights under this Agreement or will defeat or affect the right of that party in respect of any continuing, or subsequent default, breach or non-observance, and no waiver will be inferred from or implied by anything done or omitted to be done by the party having those rights.

**13.9 Remedies Cumulative.** Except as specifically set out in this Agreement, all right and remedies of either party under this Agreement are cumulative and are in addition to and will be not be considered to exclude any other rights or remedies available to a party at law or in equity, and all rights and remedies may be exercised concurrently, consecutively and alternatively.



## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

- (a) Unless otherwise defined in these General Terms and Conditions, capitalized terms used herein have the meaning ascribed to those terms elsewhere in the Salvage Buying Agreement (including the Cover Sheet and the Salvage Buying Terms); and
- (b) “**Award Date**” means the date upon which ICBC posts an award notification on the ICBC Salvage Website that a particular salvage buyer has been successfully awarded a particular sale lot offered for sale by ICBC through the ICBC Salvage Website.

### 2. BUYER CATEGORIES

**2.1 Categories.** The following persons may qualify as a Salvage Buyer who is entitled to bid on any sale lot to the extent specified below:

- (a) a Rebuilder/Dealer is entitled to bid on any sale lot, including a Recovered Total Theft Vehicle, provided that the sale lot is not identified as “dismantle only”;
- (b) a Wrecker/Dismantler/Recycler is entitled to bid on any sale lot, including a Recovered Total Theft Vehicle;
- (c) an educational institution that is actively involved in delivering collision or mechanical repair programs or courses., approved in advance by ICBC at ICBC’s sole discretion, is entitled to bid on any sale lot except a Recovered Total Theft Vehicle; and
- (d) other categories as ICBC may, from time to time, create.

**2.2 Acknowledgement.** If the Salvage Buyer forms part of the Wrecker/Dismantler/Recycler category and is awarded a sale lot by ICBC that is not identified on the ICBC Salvage Website as “dismantle only”, then that Salvage Buyer acknowledges and agrees that upon such award the sale lot in question, other than any sale lot that constitutes a Recovered Total Theft Vehicle, shall automatically be designated “non-reparable” without any further action by ICBC or any other party.

### 3. CONDITION OF SALVAGE

**3.1 “As Is, Where Is”.** All Salvage sold through the ICBC Salvage Website is sold on an “as is where is” basis, without any warranty, express or implied, including any warranty as to condition or fitness for any use or purpose. Without limiting the foregoing, ICBC does not guarantee (a) the accuracy of any odometer readings, (b) the structural or mechanical condition of any sale lot, and (c) the sale lot to be exactly as shown in pictures on the ICBC Salvage Website.

**3.2 “As Is, Where Is” - Liens.** Without limiting Section 3.1 immediately above, ICBC does not guarantee that any Salvage is free from liens, or other charges.

**3.3 Keys.** ICBC does not guarantee that keys are available for any vehicle sold through the ICBC Salvage Website, regardless of whether keys are shown in the vehicle listing or ICBC Salvage Website vehicle images, or were present in the vehicle prior to the time of purchase by the Salvage Buyer.



#### 4. DAMAGE TO SALVAGE

ICBC shall not be responsible or liable for any damage to or loss associated with any Salvage that is awarded to a Salvage Buyer under the terms of a Salvage Buying Agreement, except that ICBC shall be responsible for damage to or loss of any Salvage or parts thereof caused by a grossly negligent act or omission of ICBC in its handling of the Salvage at any ICBC Salvage Facility, whether before or after title has passed to the Salvage Buyer pursuant to Section 4 of the Salvage Buying Terms, in which case the damages shall be limited to the lesser of:

- (a) the amount of the diminution in value, based on the value of the item in question as Salvage, as a result of the damages suffered by the Salvage as reasonably estimated by ICBC; and
- (b) the purchase price paid by the Salvage Buyer for the applicable Salvage (in which case the Salvage Buyer shall be obligated to return the Salvage to ICBC).

ICBC is not responsible for any claim of damage made after the Salvage has left the ICBC Salvage Facility.

#### 5. ACCESS TO ICBC SALVAGE FACILITIES

Each registered Bidder will receive a unique identity card (a “**Bidder Card**”) permitting the holder to limited access to the ICBC Salvage Facilities. Such limited access will only be granted to those persons possessing a valid Bidder Card. The Bidder Card may only be used by the person to whom it was issued. The Bidder Card is not assignable. While on site at any ICBC Salvage Facility, registered Bidders must visibly display at all times any identification card assigned by ICBC and follow all sign in and sign out procedures and any posted security protocols.

#### 6. BIDDERS

**6.1 Nomination.** A Salvage Buyer may nominate up to three Bidders and such Bidders will be registered under that Salvage Buyer’s name in ICBC’s System. If a Salvage Buyer is an individual, that Salvage Buyer may nominate himself or herself as a registered Bidder.

**6.2 Withdrawal.** A Salvage Buyer may at any time withdraw its registration of any of its Bidders by notifying an ICBC Salvage Facility in writing and returning the applicable Bidder Card. In such event, ICBC shall not accept any nominations from a Salvage Buyer for any new Bidders until the earlier of the following occurrences:

- (a) the Bidder whose registration is being withdrawn has returned his or her Bidder Card; and
- (b) if the Bidder Card is not returned within thirty (30) days, the Salvage Buyer paying ICBC a Fee plus any applicable taxes in accordance with the fee schedule posted to the ICBC Salvage Website.

**6.3 Replacement of Bidder.** Upon reaching the maximum of three Bidders on a Salvage Buyer’s account, that Salvage Buyer is only permitted to replace one (1) Bidder within any given twelve (12) month period at no cost to the Salvage Buyer other than the cost to replace the Bidder Card, if applicable. If the Salvage Buyer wishes to replace a Bidder in contravention of the foregoing sentence, then ICBC shall charge the Salvage Buyer a Fee plus any applicable taxes in accordance with the fee schedule posted to the ICBC Salvage Website.

**6.4 Unauthorized Use of Bidder Card.** A Salvage Buyer will immediately notify ICBC of any unauthorized use of the Bidder Card or if the Bidder Card has been lost or stolen.

#### 7. SALVAGE BUYER CONTACT

Each Salvage Buyer will designate a manager or other senior person within its organization to act as its primary contact in connection with the Salvage Buyer’s participation in the purchase of ICBC Salvage (the “**Contact**”). The Contact will have the ability to make decisions and receive and give instructions on behalf of the Salvage Buyer that are binding on the Salvage Buyer, excluding decisions or instructions that would constitute an amendment to the



Salvage Buying Agreement or a waiver of any rights or entitlements under that Agreement. The Salvage Buyer must provide ICBC at least five (5) business days before a change of Contact, unless such prior request is not possible, and in that case, the Salvage Buyer will promptly give ICBC notice of the new name and title of the individual who replaced the Contact.

## **8. PAYMENT AND REMOVAL OF SALVAGE**

**8.1 Payment.** Salvage Buyers shall pay for all purchases of Salvage within two (2) business days of the Award Date. ICBC shall not release a particular sale lot until payment has been received by ICBC for that particular sale lot and any other sale lot purchased by the Salvage Buyer on the same day and from the same ICBC Salvage Facility. Payment in full for all sale lots of Salvage purchased will be accepted at any ICBC Salvage Facility that is both owned and operated by ICBC, any claim centre designated by ICBC or as otherwise agreed to by ICBC from time to time.

**8.2 Failure to Pay.** If a Salvage Buyer fails to pay for purchased Salvage within two (2) business days of the Award Date, ICBC may, in its sole and absolute discretion, relist the Salvage for sale through the ICBC Salvage Website or otherwise. ICBC shall be entitled to offer the applicable sale lot to the next highest Bidder. At ICBC's sole discretion, the Salvage Buyer's bidding privileges will be suspended in accordance with Section 10 of the Salvage Buying Terms until such date as ICBC notifies the Salvage Buyer that the suspension has ceased.

**8.3 Removal of Salvage.** The Salvage Buyer who successfully purchases a given sale lot is obligated to take possession of the Salvage and remove it from the ICBC Salvage Facility within two (2) business days of the Award Date, failing which the Salvage Buyer's bidding privileges will be suspended under the terms of Section 10 of the Salvage Buying Terms at ICBC's sole discretion. The Salvage Buyer is responsible for any applicable storage fees after the two (2) business days of the Award Date.

## **9. ICBC RIGHTS AND RESPONSIBILITIES**

- (a) ICBC may withdraw any Salvage from a sale or postpone or cancel a sale of any particular Salvage, in its sole and absolute discretion, without notice and without any liability or obligation to any salvage buyer.
- (b) ICBC reserves the right to reject a bid for any reason whatsoever, in its sole and absolute discretion.
- (c) If a dispute arises regarding a bid, ICBC is the exclusive deciding authority with sole and absolute discretion to resolve disputes regarding bids and registered Bidders.
- (d) ICBC reserves the right to offer Salvage for sale subject to a minimum bid.
- (e) ICBC reserves the right to sell its Salvage using third parties.
- (f) If, through withdrawal, loss or error, ICBC cannot make a sale lot available to a Salvage Buyer who has been awarded such sale lot, then ICBC's liability shall be limited in any circumstance whatsoever to a refund to the Salvage Buyer of the applicable purchase price paid.