

TERMS AND CONDITIONS OF MANHEIM ARABIA FZ LLC (Manheim Arabia)

1. USE OF WEBSITE

1.1 Access to Online Sales

1.1.1 Your viewing and use of the Website and the Online Sales System is governed by and subject to You agreeing to the terms and conditions set out in this Agreement.

1.1.2 By applying to become a Registered Bidder, logging onto this site, making or purporting to make a Bid at any Auction Sale, You irrevocably submit to and are bound by this Agreement.

1.1.3 You acknowledge and agree that Manheim Arabia provides you with access to the Website and Online Sales System in consideration for and in reliance upon Your agreement to be bound to the terms of this Agreement.

1.2 Provider of Website and Online Sales System.

The Website and the Online Sales System are provided by Manheim Arabia and by entering into this Agreement You are entering into a legally binding contract with Manheim Arabia.

A. Terms and conditions for BID NOW

1. Manheim Arabia hereby grants to the party whose signature appears on the Bidder's Registration Agreement ("Bidder"), the right to use the number shown hereon for the purpose of bidding at its auction to be conducted by Auctioneers. This right is granted at the Auctioneers' sole discretion and can be removed or revoked at any time.

2. The Bidder acknowledges he/she has received, read, and understands these Terms and Conditions and agrees to comply and be bound by such when bidding at Manheim Arabia.

3. The Auction will be conducted by offering the items by lot ("Lot") individually or sold as a group. The Auctioneers have absolute discretion without giving any reason to refuse any bid, to divide any Lot, to combine any two or more Lots, to withdraw any Lot from the auction and in case of dispute to put up any lot for auction again. The Bidder offering the highest bid accepted by the Auctioneers shall be the purchaser ("Purchaser") of the offered Lot ("Purchase") and no Bidder shall retract his/her bid. All sales are final.

4. The Bidder, whether acting as agent, principal, and officer or by direction whatsoever, and/or the company he/she represents, both jointly and solely agree:

(a) to indemnify and save Auctioneers and its Sellers from any and all actions, causes of suits, damages, costs, action, expenses and losses of any nature, arising from the Purchase or subsequent use of any item, or the attendance or participation of Bidder, his agents or employees, at the auction sale and/or on the auction site whether before, during or after auction;

(b) to be responsible for the payment of the purchase price, Buyers Administration Fee and all taxes due on purchases made using the assigned bidder number regardless of whether the Bidder remains in possession of such bidder number;

(c) that all rights and defences available to Auctioneers hereunder shall extend to the Seller.

5. The terms and conditions shall be governed by and interpreted under the laws of, and any action hereunder shall be commenced in, the

United Arab Emirates or any jurisdiction in which the Bidder is represented or has assets.

7. Every lot is sold 'as is, where is' with all faults if any. There shall be no guarantees or warranties, express or implied, statutory or otherwise of any nature whatsoever in respect of the Lots offered at the auction. Specifically, but without limitation, Auctioneers make no representation or warranty that any of the lots:

(a) conform to any standard in respect of safety, pollution or hazardous material or to any standard or requirement of any applicable authority, law of regulation, or

(b) are fit for any particular purpose, driveable, roadworthy or registrable, or;

(c) are merchantable or financeable, or

(d) are of any particular age, year of manufacture, model, make or condition.

Bidder agrees he has satisfied himself and is not relying on Auctioneers, nor are Auctioneers liable, for any matter in respect of the above. Bidder further agrees to repair, at his cost any lot purchased at the auction to a safe and roadworthy condition and, without limitation, to a condition which meets any standard or requirement of any applicable authority, law or regulation in any country or region and meets road rules in respect to all safety applications including those concerning any use to which the lot may be put.

- **EVERY ITEM SOLD "AS IS – WHERE IS WITH ALL FAULTS IF ANY.**
- **NO GUARANTEES OR WARRANTIES WHATSOEVER.**
- **ALL SALES ARE FINAL.**

8. If the registered Bidder at Manheim Arabia has registered at this or any other auctions under other names, companies, enterprises- all purchases under all shall be considered for the purposes of interpreting the Terms and conditions as if purchased under a single name registration.

9. Auctioneers may, at any time, at their discretion or under the Sellers instructions and without notice or liability to Bidder withdraw or cancel the sale of any Lot.

10. No person shall be allowed to bid on any Lot:

(a) of which he is the Consignor; or

(b) as agent, associate or on behalf of the Consignor.

11. Any dispute arising as to any bidding will be settled by Auctioneers at their sole discretion and Auctioneers may put the Lot in dispute up for sale again. Any deficiency in the Lot shall not vitiate the sale but neither the seller nor the Auctioneer shall be required to deliver more than is in their possession. Auctioneers reserved the right to refuse any subsequent bid and cancel the Bidders registration.

12. Purchases become the responsibility of and shall be at the risk of Purchaser upon acceptance of his bid. Auctioneers shall not be responsible for loss or damage to any Purchase.

(a) payments must be made to Auctioneers by telegraphic transfer directly to the Auctioneers' bank trust account.

(b) each Lot sold will be subject to a Buyer Administration Fee – clearly announced and advertised prior to the commencement of the auction

13. Within 48 working hours from the completion of the auction & notification of a successful bid- Purchasers' will be obliged to pay in full for their purchases.

14. The ownership of the Lot shall not pass to the Purchaser and Purchaser shall not be entitled to possession of any of his Purchases, until the full purchase price of all his/her Purchase, including all applicable goods, sales or use taxes, has been fully paid and funds distributed to the vendor. In the event Purchaser fails to pay the amount due within the prescribed time, or fails to comply with any Terms and Conditions, Auctioneers shall retain a possessory lien on all Purchases of Purchaser and at Auctioneers' sole discretion have the right to resell such Purchasers by public or private sale without notice to Purchaser. Should Auctioneers resell such Purchase the original Purchaser shall forthwith upon demand pay Auctioneers, as damages, any deficiency arising from the resale. Auctioneer shall have the right to apply any proceeds of sale then due or at any time afterwards becoming due to the defaulting purchaser towards settlement of the purchase price

15. All purchases shall be removed from the nominated auction site within the time announced- all costs, responsibility and risk of such removal shall be borne by Purchaser. The Purchase shall be subject to storage charges and will be deemed abandoned by the Purchaser. In such event, Auctioneers, at their sole discretion, may resell per term (14) above, or remove and store the said Purchaser at Purchaser's sole risk and expense. Purchaser shall be liable for any rent incurred or damages suffered by Auctioneers because of Purchaser's failure to remove any Purchase.

16. BID NOW descriptions and Manheim Arabia catalogues have been prepared as a guide only; its accuracy cannot be guaranteed or warranted. No sale shall be defaulted; nor shall Manheim Arabia be liable as a result of defects or inaccuracies in the Catalogue.

17. If, for any reason, Auctioneers are unable to make available or deliver any Purchase or clear title to the same, or documentation required in respect of any Purchase, whether before or after delivery, Auctioneers' sole liability, if any, shall be return of monies paid in respect of the Purchase and available at its return by Purchaser.

18. Interest on overdue amounts will be paid by Purchaser at a maximum rate as allowed by law, together with any legal or collection and transportation costs incurred by Auctioneers.

19. The Bidder consents to the Auctioneers using the information provided in the Bidder Registration Agreement for internal marketing purposes and to assist the Auctioneers in refining and improving its services.

20. These are the complete Terms and may not be amended except by agreement in writing or announced and displayed by Manheim Arabia.

PAYMENT TERMS

All Purchasers are required to pay in US Dollars from their bank to the Manheim Arabia's bank.

The Purchaser shall make arrangements for full payment immediately upon conclusion and notification of accepted sale of a Lot and the balance of the purchase price within 48 hours after the auction.

A Registration Deposit of \$500 is required and accepted in US Dollars and bidding will be allowed only once registration is completed the deposit is fully refundable.

- Payment by Letter of Credit is *not* acceptable
- Payment by endorsed cheque is *not* acceptable
- Payment by cash is *not* acceptable

TERMS OF SALE

- Every item sold "AS IS – WHERE IS" with all faults if any.
- Auctioneers make no guarantees or warranties expressed or implied
- Insurance and removal costs are Purchaser's responsibility.

Please read **FULL TERMS AND CONDITIONS**

Descriptions and advertised vehicle details have been prepared as a guide only; to provide Purchasers with basic information -it is believed to be reliable but the accuracy is not guaranteed or warranted by Manheim Arabia.

Please check your invoice name for accuracy- Manheim Arabia will issue invoice only in the name of the party registered at Manheim Arabia and specifically registered to bid.

2. In case of a Buyer selling any of the units bought at the auction to a Third Party, it is the Buyer's responsibility to invoice the other party.

B. Terms and conditions for BUY NOW

1. Registration of Buyer.

1.1 Buyer must be registered to participate in Sales.

1.2 A person (the Applicant) may not make a purchase order as a Buyer unless they are a registered Buyer under clause 1.1.

2. Application for Registration

2..1 A person may apply to Manheim Arabia to participate in Sales by completing the Online Application Form.

2..2 By submitting an application to Manheim Arabia, the applicant represents and warrants to Manheim Arabia that all information provided by it to Manheim Arabia is complete, true and correct to its knowledge.

3. Use of login and password

If Manheim Arabia provides You (or an individual who You nominate) with a login and password to use the Online Sales System You:

3.1 acknowledge that the login and password are for the personal use of the named entity;

3.2 agree to maintain the confidentiality of the login and password both separately and as a pair;

3.3 agree not to disclose the login or password to any other person; and

3.5 agree, where a login and password are provided to an individual at Your request, to ensure that the individual complies with each of their obligations under paragraphs 3.1 to 3.4

4. Security Deposit [INSERT AS APPLICABLE]

4.1 Manheim Arabia may require a Buyer to pay to it an amount of money determined by Manheim Arabia as a Security Deposit to be held by Manheim Arabia (without any obligation to pay interest) as security for the payment of any amounts owed or payable to Manheim Arabia under this Agreement or as a result of a Sale.

4.2 The Parties acknowledge and agree that Manheim Arabia holds the Security Deposit as a legal debt owed to the Buyer subject to the terms of this clause 4 and not as trustee for, agent of or in any other fiduciary relationship with the Buyer.

4.3 Manheim Arabia may apply the Security Deposit against any amounts owed or payable to it under this Agreement or as a result of a Sale without prior notice to the Buyer.

4.4 Manheim Arabia may from time to time vary the amount of a Buyer's Security Deposit by notice to the Buyer.

4.5 The Buyer must ensure that it maintains the required balance of the Security Deposit with Manheim Arabia at all times.

4.6 Subject to clause 4.7, following termination of this Agreement for any reason, Manheim Arabia must repay the balance of the Security Deposit less bank fees and any amounts owing or payable to Manheim Arabia to the Buyer within 5 Business Days.

4.7 Without limitation, Manheim Arabia may retain the balance of the Security Deposit for so long as is reasonably necessary to finally resolve any claim or dispute between any or all of Manheim Arabia, the vendor of a vehicle and any other person.

5. TERMS AND CONDITIONS OF SALE

5.1 Definition of Sale

All Sales conducted by or in conjunction with the Online Sales System are subject to the Terms and Conditions then in force.

5.2 Modification to Online Rules

At any time prior to the commencement of a Sale, Manheim Arabia may modify the Online Sales Terms and Conditions. Please check this page of the site periodically.

6. SUSPENSION OF SERVICE

6.1 No Warranty or Representation of Availability

Manheim Arabia makes no and expressly disclaims any representation or warranty that Online Sales System will be available for use by You at all times or at any particular time, during and for the duration of any particular Sale Process or at all.

6.2 Interruption to Service during Sale Process

If the Online Sales System is interrupted (either generally or to particular Buyer) for any reason during a Sale Process (whether by way of suspension by Manheim Arabia under clause 6.3 or otherwise) Manheim Arabia may, but is not obliged to, declare the Sale Process void and recommence the Sale from the beginning.

6.3 Suspension of Service

6.3.1 Manheim Arabia may from time to time suspend the provision of the Online Sales System.

6.3.2 Where possible, Manheim Arabia will notify You in advance of the time and duration of any suspension of the Online Sales System, but do not represent or warrant that it will do so on every occasion, on any particular occasion or any occasion at all.

7. LIABILITY AND INDEMNITY

7.1 Necessary Authority

If You make use of the Online Sales System, whether for Yourself or another person, You acknowledge and warrant to Manheim Arabia that:

7.1.1 You have the full authority to engage in the transactions You undertake;

7.1.2 You will be liable for all costs, fees, charges and other amounts which may become payable to Manheim Arabia or any other person as a result of the use of the Online Sales System;

7.1.3 You are properly authorised to provide Manheim Arabia with any information which You provide;

7.1.4 You are not breaching any obligation of confidence or any requirement of any applicable law relating to the privacy of personal information by providing the information to Manheim Arabia; and

7.1.5 all information You provide to Manheim Arabia is true and complete to the best of Your knowledge.

7.2 No Exclusion of Legislation

Nothing in this Agreement, whether express or implied, shall be taken to exclude, restrict or modify any non-excludable conditions, warranties or rights set out in any legislation.

7.3 Limitation of Liability

Subject to clause 7.2, you agree and acknowledge that Manheim Arabia accepts no liability or responsibility arising for any indirect or consequential loss, damage or expense of any kind or nature and You release and forever discharge Manheim Arabia from any such liabilities and any claims, demands or causes of action in respect thereof.

7.4 Indemnity

You agree to indemnify Manheim Arabia for the full amount of any claim, suit or demand and Manheim Arabia's costs of such a claim, suit or demand (including, without limitation, Manheim Arabia's legal costs on a full indemnity basis) made by You or any other person in relation to Your use of the Online Sales System or the Website. This clause 7.4 survives termination of this Agreement for any reason and does not merge upon completion.

8. GENERAL

8.1 Notices

8.1.1 Manheim Arabia may give You notice of any matter or thing required or permitted to be notified to You under this Agreement by either:

8.1.1.1 sending You an electronic mail message to an electronic mail address nominated by You; or

8.1.1.2 posting the notice to the Website.

Such notice takes effect and is deemed served from the time the electronic mail message leaves Manheim Arabia system or is visible on the Website, as the case may be.

8.2 Governing Law

8.2.1 This Agreement and any Sale taking place utilizing the Online Sales System shall be governed by and construed in accordance with the laws of Dubai and the United Arab Emirates, irrespective of the physical location of any vehicle.

8.2.2 You and Manheim Arabia agree to submit to the exclusive jurisdiction of the courts of Dubai in respect of any dispute arising out of or in connection with this Agreement or a Sale and agree that any proceedings commenced by You in any other Court may be permanently stayed upon application by Manheim Arabia.

8.3 Personal Knowledge

A reference to a matter being to the knowledge of a person means the matter is to the best of the knowledge and belief of the person after making proper enquiry including enquiry which a reasonable person would be prompted to make by reason of knowledge of a fact.

6.4 Severance

If any provisions of these terms and conditions are found to be invalid or unenforceable, then that provision will be read down or severed and that invalidity or unenforceability does not affect the validity or enforceability of the other terms and conditions.

6.5 Whole Understanding

These terms and conditions represent the entire understanding between You and Manheim Arabia.

6.6 Variation

6.6.1 Manheim Arabia may vary these terms and conditions from time to time by making an updated set of terms and conditions available at this Website.

6.6.2 Any new terms and conditions take effect from the date stated or, where no date is stated, from the beginning of the next day after they become available.

6.7 Waiver and Exercise of Rights

6.7.1 A single or partial exercise or waiver of a right relating to this document does not prevent any other exercise of that right or the exercise of any other right.

6.7.2 No party will be liable for any loss or expenses incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

6.8 No Relationship

No party to this document has the power to obligate or bind any other party. Nothing in this document will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the parties.

6.9 Survival of Indemnities

Each indemnity in this document is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this document.

6.10 Enforcement of Indemnities

It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this document.

6.11 No Merger

The warranties, undertakings, agreements and continuing obligations in this document do not merge on completion.

6.12 Rule of Construction

In the interpretation of this document, no rule of construction applies to the disadvantage of the party preparing the document on the basis that it put forward this document or any part of it.

9. DEFINITIONS

In these terms and conditions, unless expressed or implied to the contrary: Agreement means this document and includes all Schedules and Annexures to it.

Buyer means a person who has made or purported to submit a purchase order using the Website of Manheim Arabia.

Buy Now is a purchase of vehicles by a Buyer other than by way of an auction sale or tender sale through the website of Manheim Arabia

Manheim Arabia means Manheim Arabia FZ LLC, a limited liability company registered with the Dubai Technology, E- Commerce and Media Free Zone Authority

Sale means a sale, agreement to sell or prospective sale of a vehicle under this Agreement.

Online Sales System means the online sales system of Manheim Arabia for the sale of vehicles

Sale Process means the process by which a Sale is conducted until the Sale is accepted by or on behalf of the vendor of a vehicle or the vehicle is withdrawn by Manheim Arabia.

Online Sales Terms and Conditions means the terms and conditions under which Sale under this Agreement will be conducted set out in Annexure A.

Security Deposit means an amount paid to Manheim Arabia by a Buyer under clause 4,

You and Your means the user of the website or the person using the Online Sales System including, without limitation, a Registered Buyer

Website means this website, located at the uniform resource locator <http://www.manheimarabia.com> and includes any part of this website.

Participation of Online Sales - Terms and Conditions

(Annexure A to Terms and Conditions for BUY NOW)

Unless expressed or implied to the contrary, terms used in these terms and conditions which are defined in the Terms and Conditions for BUY NOW have the same meaning.

Conduct of Sale

1. Buyers may submit purchase orders for vehicles offered for Sale by using the Online Sales System. This is performed on this website by submitting a "BUY" request.
2. By making a request for purchase the Buyer accepts and agrees to be bound by these Terms and Conditions. Your order is an offer to buy from Manheim Arabia
3. Each purchase order constitutes an irrevocable offer by the Buyer to purchase the vehicle at the specified price which may be accepted or rejected by the Vendor or Manheim Arabia.
4. All prices are expressed inclusive of any VAT payable unless otherwise stated.
5. Manheim Arabia may refuse to accept any purchase order. If for any reason Manheim Arabia is unable to supply a particular vehicle even in the event of an accepted sale by Manheim, Manheim Arabia will not be liable to You except to ensure that you are not charged for that vehicle and return of the amount of any Security Deposit if applicable less bank fees.

Payment and Delivery

6. All Purchasers are required to pay in US Dollars from their bank to the Manheim Arabia's bank.
 7. The Purchaser shall make arrangements for full payment immediately upon conclusion and notification of accepted sale of a vehicle prior to delivery of the vehicle.
 8. Stamp duty is to be paid by the purchasers where and when applicable under the relevant law.
 9. Ownership of a sold vehicle shall not pass to the purchaser until the vendor has clear title to the monies constituting payment from the Buyer. You are not entitled to collect the goods from their relevant location until the purchase transaction is completed, and you have paid the full purchase price to us (or to the seller at our direction).
 10. All goods must be removed from the nominated storage premises by the purchaser no later than the nominated collection day as described on the Online Sales System. No parties will be allowed to remove their goods until the sale has been completed and the full purchase price received by Manheim Arabia.
 11. You are responsible for the payment of all delivery charges, if applicable.
 12. Upon any purchaser failing to comply with any of the above conditions any money deposited in full or part payment or the Security Deposit shall be absolutely forfeited.
- ## Exclusion of Warranties and Liability
13. Manheim Arabia will not be responsible for any damage to property or injury to persons incurred during removal or delivery of the sold vehicle.
 14. You accept that any vehicles are offered for sale 'as is, where is' with all faults (if any). To the full extent permitted by law and notwithstanding the contents of or any description given on the

Online Sales System or other materials issued by Manheim Arabia in relation to a vehicle, no express or implied condition, warranty or guarantee is made or given in relation to that a vehicle as to its condition, quality, fitness for purpose, merchantability or compliance with description. Without in any way limiting the foregoing, any description of a vehicle described as including air bags or anti-lock braking system (ABS) does not indicate any warranty or representation that such air bags or ABS are fitted, complete, functioning or fit for the purpose for which they were designed.

15. You accept that the information provided describing the vehicle included on this Website may not always be reliable, accurate or complete.

16. You are not entitled to cancel any purchase transaction on the basis that the goods were not accurately described. We specifically exclude any implied warranty or conditions that we can lawfully exclude.

17. A sold vehicle shall be at the purchaser's risk upon acceptance of his order and neither the Vendor nor Manheim Arabia shall be accountable for any deficiency, damage or loss which may arise thereafter.

18. To the full extent permitted by law, neither the Vendor nor Manheim Arabia will be liable for any loss, damage, cost or expense suffered or incurred by a purchaser arising out of the sale and purchase of a vehicle. Subject to all applicable laws, any liability of Manheim Arabia shall be limited to a refund or credit of the charge made for services provided by Manheim Arabia.

19. All vehicles are sold as unregistered unless expressly stated to the contrary.

20. Pursuant to clause 19 of these conditions, the purchaser is responsible to surrender the vehicle registration plates to the traffic department in the region the vehicle is purchased. Neither the Vendor nor Manheim Arabia will be liable for any loss, cost or expense suffered as a result of use of the registration plates by the purchaser.

21. Any deficiency in the goods sold shall not vitiate the sale, but neither the Vendors nor Manheim Arabia shall be bound to deliver more than is in their possession.

Cancellation due to error

30. You accept that despite our reasonable precautions, goods may be listed at an incorrect price or with incorrect information due to typographical or other errors.

31. Manheim Arabia reserve the right to cancel any purchase transaction, even if you have paid the purchase price for the goods. We reserve this right up until the time you collect the goods. If we exercise this right, we will refund to you any purchase price that you have paid.