

Wholesale Auction Listing Service

Policies and Procedures

Purpose

The purpose of these Policies and Procedures is to outline the methods, standards and forms used in the Go DEALER to DEALER Listing Service. This service is provided for the Dealer to assist in listing their wholesale inventory, taking pictures, creating auctions, and monitoring the auctions. Even if the Dealer already has their inventory fed into the Go DEALER to DEALER system, an Agent will continue to assist the Dealer by editing or adding the additional information and creating the auctions on behalf of the Dealer. This document also outlines the responsibilities of the Agent and the Dealer and the billing process.

Included Parties

Policies and Procedures outlined herein are applicable to both the Agent and the Dealer.

The Agent is the person that will assist the Dealer in listing inventory, photographing items, creating the auctions, and monitoring the auctions on behalf of the Dealer. Agents are not paid directly by the Dealer nor are any Agents authorized to perform any service outside the guidelines of this document. Once the Dealer has agreed to and authorized the Listing Service Form, the Agent has no responsibility or liability of the description, condition, auction values, and any additional information pertaining to the item or the auction.

As used herein, a Dealer may include a Dealer representative who is authorization by a Member Dealership to sell their inventory wholesale. The Dealer has full responsibility and liability over the item's description, pictures, and condition report which are provided for the auction, as well as all auction values and times. Dealer to Dealer, LLC is not responsible for the management of the auction including corrections or changes to the listed condition of the item.

Agent Responsibility

Logging In

The Agent will be given a userid and password for access to the Dealership's account. This userid will have credentials to Sell Items and Manage Items only. The Agent will not be able to place bids or see values of other items on the network, nor will the Agent be able to add, edit, or modify other user's privileges. The Agent will be able to change their password at anytime and will be responsible for keeping the userid and password secure. Any misuse of this access will be grounds for immediate termination of the Agent, and all damages will be the sole responsibility and liability of the Agent.

Listing the Item

Methods of listing an item may vary by Dealership. It is recommended that Dealerships have their entire inventory fed into their Go DEALER to DEALER account in order to streamline the listing process. The Agent is required to add or edit all information by gathering the data from the item directly or having the data provided by the Dealer.

The Condition of the item is critical to the listing process and must be completed in detail using the condition listing service form. This data can either be gathered by conducting a walk-around of the item, or from information provided by the Dealer. The Agent will not perform a mechanical inspection; only a visual inspection is permitted. Any mechanical issues or problems that cannot be detected through a visual inspection must be provided by the Dealer. The Agent's walk-around visual inspection is intended to gather data and assist the Dealer with detecting noticeable visual deficiencies with the item.

The Dealer is responsible for the overall Condition Report of each item.

Once the item has been added into the Dealer's on-line inventory, it is available for viewing and other Member Dealers will be able to request auctions for these items.

Pictures

If one or more pictures have been fed into the system through a feed, and if more pictures are desired, the Dealer may choose the appropriate option on the Listing Service Form. The Agent photographs the item based on the option selected. Each listing may differ depending on the category of the item.

For example:

Make sure that conditions are appropriate for photos

Take pictures of the interior (both front and back seats), and dash

First photos should be of exterior at an angle from the front

Take close-ups of any visible damage

Once the pictures have been uploaded into the Go DEALER to DEALER system, they are the sole property of the Dealer.

Creating the Auction

Once the item has been fully listed in the system, the item may be entered into an auction. The Agent will gather the auction information from the Dealer. The auction times and values will be dictated by the Dealer as shown on the Listing Service Form. The auction time cycles are only available for 1, 3, 5, 7 or 10 days through this listing service. The start time will be the next available auction start time, unless otherwise specified on the Listing Service Form. The Agent may communicate wholesale value with the Dealer based on current wholesale market reports; however, the Dealer is fully liable for the entered amounts. It is mandatory for all auctions created by the Agent to have a Buy Now option values entered.

The Listing Service Forms must be authorized by the Dealer before the auction is created.

It is recommended that the Agent identifies each item with a sticker in plain view on the item to inform the Dealer and their sales staff that the item is on an active auction. This is a reminder for the Dealer to pull the auction if the item is retailed or no longer available for wholesale.

Errors in Auction Information

In the event that there is an error in any auction, an update may be performed by the Agent, Dealer, or Go DEALER to DEALER's support staff to resolve the error. Dealer to Dealer is not responsible for the review of any description or condition of any item offered at auction. If an auction has ended with a sale, and a "material error" is found to exist by action of the Agent in the auction listing, then the auction will be considered "null and void". The Agent will re-list and monitor the item with no additional service fees incurred. The buying Dealer will not be billed for the Buy Fee and will be granted a waived buy fee equal to or less than the amount in question on another auction. The selling dealer is responsible for confirming the accuracy of the item with the buyer prior to transportation, as no other fees will be reimbursed or credited once the item has left the selling Dealer .

A "material error" does not include misstatement of item mileage within 1000 miles, omission of non-standard features (i.e. auto locks, CD player), or number of prior owners.

Follow Up

The Agent will monitor the pending and active auctions. If the auction meets (or exceeds) the reserve, or the Buy Now has been executed, the alert will go to all authorized users at the Dealership with selling privileges. It is recommended that the Agent informs the Dealer of the reserve price being met or the sale of the item. It is the full responsibility of the Dealer to remove the item from all other venues upon notice of the sale of the item.

The Agent will also receive emails regarding all *Auction Requests* and *Make Offers* which may be communicated to the Dealer for the creation of auctions or finalizations of the Make Offers.

Re-listing an Auction

Once an auction ends without the item being sold, the Dealer may choose to have the Agent re-list the auction for another 1, 3, 5, 7, or 10 day cycle on the Listing Service Form. If the item description or condition has changed since the last auction was created for this item, the Dealers responsibility is to inform the Agent of these changes. If needed, the Agent will modify the description, condition, or auction values before the re-listing of the auction is executed. These changes must be authorized by initialing in the appropriate area on the Listing Service Form by the Dealer.

Disclaimer

Dealer to Dealer, LLC, its subsidiaries, affiliates, officers, shareholders, directors, and employees, are not responsible for and the undersigned hereby completely releases, acquits and forever discharges Dealer to Dealer, LLC, its subsidiaries, affiliates, officers, shareholders, directors, and employees, from any responsibility for the negligent action or inaction of the Agent in carrying out the duties outlined herein.

Dealer Responsibility

The Dealer is solely responsible for all information regarding the description and the condition of the item listed and will be rated by the buying Dealer for accuracy of the auction listing. The Agent is only to provide the Listing Services as an assistant to the Dealer. The Dealer must authorize the Listing Service Form on each item before it enters into an auction. The auction times and values are to be assigned by the Dealer to the Agent. The selling Dealer is responsible for confirming the accuracy of the item with the buyer prior to transportation.

If it is found that the Dealer has made an error on the description, condition, auction values or times, prior to the reserve being met or the sale of the item, then any appropriate changes may be made within the guidelines of the user agreement. If the reserve has been met or the auction has ended with a sale, and the transaction cannot be completed, then the buy fee will be reversed to the selling Dealer as stated in the User Agreement in Section 4.4.

Pulling the Auction

If the item is sold outside of the auction (either by retail or any other venue), it is the responsibility of the Dealer to PULL the auction immediately. Failure to pull the auction when sold or no longer available by the Dealer and the reserve is met or exceeded, or the Buy Now option is executed, will result in reversal of the buy fee to the selling Dealer. See Section 4.4 in the User Agreement.

To assist in smoother transactions and proper pulls of the auctions, a sticker may be placed on the item in plain view (not to obstruct the drivability of the item) by the Agent or the Dealer. This will inform all associates at the Dealership that the item is in a wholesale auction and must be pulled prior to selling the unit. The Agent may assist the Dealer in pulling the auction per the Dealer's request.

Reserve Met Preparation

Once the reserve has been met, or the Buy Now option has been executed (meaning the item is sold), the Dealer agrees to mark the item sold or remove from all retail venues for the buying dealer. Failure to provide the item to the buyer at the close of the auction will result in the reversal of the buy fee to the selling Dealer. It is the sole responsibility of the Dealer to know when their reserve has been met and the item is sold. An email is sent for notification to the all accounts with selling privileges at the Dealership including the Agent. These results are also posted when logging into the Go DEALER to DEALER site. The Agent may notify the Dealer directly but is not required.

Billing

The fees for the listing service will be added to the online invoice weekly for the Dealer's records and monitoring. These transactions will be billed weekly through the electronic payment option stored in the Go DEALER to DEALER billing system. All the other transactions on the online invoice will be billed monthly as stated in the User Agreement under Section 2.1. The Dealer may keep copies of the Listing Service Forms for their records if needed. The originals will be kept on file by the Agent.



Wholesale Auction Listing Service Agreement

By signing this document, I have read and fully accept the policies and procedures and I understand and agree with the responsibility and liabilities as stated in this document. This signature will be valid for all future listings. Any changes to this document will be added to an addendum and signed by both Agent and Dealer. This last page is the only page necessary to fax back to Go DEALER to DEALER corporate offices at (435) 487-6709.

Date _____

Dealership _____

Authorized Dealer Printed Name

Authorized Agent Printed Name

X _____
Authorized Dealer Signature

X _____
Authorized Agent Signature