

# Simply Sell Guarantee National Program – Terms & Conditions

Version 06.24.24

## 1. Program Eligibility.

These Terms and Conditions (“Terms and Conditions”), as set forth herein and which may be amended from time to time, shall govern the relationship and become a part of any and all transactions between the persons or entities, including yourself, your dealership, your company and your representatives (collectively, “Customer”), using the **Simply Sell Guarantee** program (the “Program”) offered by OPENLANE. The undersigned customer’s enrollment in the Program is subject to acceptance by OPENLANE management. To be eligible for the Program:

- a) A dealer must be enrolled in the Program at the time of vehicle inspection to qualify;
- b) The vehicle listing must be created during an on-site inspection by OPENLANE;
- c) Only the following vehicles will qualify for the Program: (i) vehicles sold in the “45 minute auction”; and (ii) vehicles sold on “Simulcast” if the in-system “Send to Simulcast” feature is utilized.

## 2. Vehicle Eligibility.

The Program applies to each and every vehicle sold in the “45 minute auction” AND vehicles sold on Simulcast if the in-system “Send to Simulcast” feature is utilized, subject to the following exceptions:

- a) Vehicles with a sale price below \$1,000.00 Canadian Dollars or exceeding \$75,000.00 Canadian Dollars;
- b) Vehicles with a re-built title or any branding including but not limited to total loss, flood, salvage or TKU (“true kilometers (miles) unknown” or “not actual kilometers (miles)” or for which the true odometer reading is unknown) or previously stolen vehicles;
- c) Specialty inventory including but not limited to commercial vehicles, off-road vehicles, ATVs, buses, farm and construction equipment, forklifts, heavy-duty trucks, medium duty trucks, marine, motorcycles, power sports, recreational vehicles, snowmobiles and trailers;
- d) Heavy-duty vehicles with a weight greater than 6,350 kilograms as determined by the Gross Vehicle Weight Rating (GVWR) established by Transport Canada;
- e) Vehicles that have been up-fitted for specialty purposes by non-OEM providers, including, for example: bucket trucks, tow trucks, monster trucks, refrigerated trucks, school buses, etc.;
- f) Kit vehicles, homemade vehicles and other modified vehicles;
- g) Hand-built or exotic vehicles (including, for example, Audi R8, Aston Martin, Bentley, Bugatti, Dodge Viper, Ferrari, LaForza, Lamborghini, Lotus, Maserati, Maybach, Mercedes-Benz G-Class, McLaren, Panoz, H1 Hummer, Rolls Royce, etc.);
- h) Vehicles subject to or previously subject to a manufacturer buyback under the Canadian Motor Vehicle Arbitration Plan (CAMVAP), or under the laws of any jurisdiction, including U.S. “lemon laws”; and
- i) Vehicles sold without good title.

## 3. Program Exclusions.

The existence of any one of following conditions renders an otherwise eligible vehicle ineligible for the Program:

- a) The vehicle does not start, does not run without a battery pack or is otherwise a “non-runner”;
- b) The vehicle has structural damage to the undercarriage (i.e., frame rails, apron, inner rocker panel, frame braces, floor panels, etc.);
- c) The vehicle has been driven more than 25 km following its inspection; or
- d) The vehicle sale takes place 30 calendar days or more from the date of inspection

**4. Program Coverage.**

The Program covers all information that is reasonably available at the time of the inspection as determined by OPENLANE in its sole discretion. Generally, this will mean that items within the scope of the inspection such as cosmetic issues will be covered by the Program; however, undisclosed title and odometer issues, undeclared accidents and latent issues (including, but not limited to, concealment through deception) will not be covered by the Program. In addition, issues related to drivability will not be covered and will be solely the Seller’s responsibility. The sale of a vehicle with a valid claim requiring a resolution greater than \$3,000.00 Canadian Dollars for a “Program Capped Coverage Issue” (see “Appendix A”) will be voided, the sole responsibility of the Seller and will not be treated as a deductible to the claim. The Coverage under the Program will be voided if Customer modifies an OPENLANE inspected vehicle listing in any way other than to supplement disclosures made by the OPENLANE representative.

**5. General.**

Except as otherwise provided herein, the OPENLANE terms and conditions apply to all transactions on the OPENLANE system. OPENLANE reserves the right to end or modify the Program at any time upon notice to Customer. An enrolled dealer may opt out of the program (including on-site inspection service) upon 10 days written notice to OPENLANE.

**6. Pricing.**

For purposes of this program, a fee of \$89.00 Canadian Dollars (\$79.00 Canadian Dollars for Pro Dealers) will be charged for every eligible vehicle sold.

**ACKNOWLEDGED BY CUSTOMER:**

Legal Name of Customer (Dealership): \_\_\_\_\_

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

Name & Title: \_\_\_\_\_

**ACCEPTED BY OPENLANE:**

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

Name & Title : \_\_\_\_\_

## APPENDIX A

### Program Capped Coverage Issues

- ABS
- ADAS
- Airbags
- Air Conditioning
- Convenience features
- Electrical Features (*gas, diesel vehicles*)
- Engine
- Powered accessory motors (*eg. sunroof*)
- Technology screens

### Program Full Coverage Issues

- Existing non-disclosed Exterior & Interior Damage
- Headlights
- Keys / Remotes
- Model & trim accuracy
- Odour
- Odometer entry error
- Paint and bodywork
- Steering rack/ball
- Tires mismatched
- Windshield & other Glass