

Terms & Conditions

The following is a legally binding contract between you and Cysalvage.com of CARLANDPARTS2GO LTD - Reg. no. 166794, which determines your contractual relationship with Cysalvage.com of CARLANDPARTS2GO LTD and your behavior on the site.

Please note that, in particular, you are committing yourself to be bound by any bid you submit.

Clauses 1-8 describe the general terms and conditions which apply to all users of Cysalvage.com of CARLANDPARTS2GO LTD (the "Site"), including, without limitation those who place items for auction on the Site ("Vendors") and those who bid for items placed for auction on the Site ("Users").

Clauses 9-13 describe the additional provisions which apply to those Users who are authorized to participate in the auction of salvaged vehicles on the Site ("Dealers").

This Agreement together with the Terms and Conditions set out the rights and obligations of Cysalvage.com of CARLANDPARTS2GO LTD and you as Vendor, User or Dealer, in relation to certain online auction Services offered by Cysalvage.com of CARLANDPARTS2GO LTD through the Site and any other sites to which Cysalvage.com of CARLANDPARTS2GO LTD may link (together the "Services").

Operation of Auction Services

2.1 A transaction which is effected by using the Services offered by Cysalvage.com of CARLANDPARTS2GO LTD constitutes an "Auction".

An Auction is an online auction where Cysalvage.com of CARLANDPARTS2GO LTD provides an online venue to offer for sale the Goods to the Users in accordance with this Agreement.

2.2 The Goods made available through Auctions are offered for auction by Cysalvage.com of CARLANDPARTS2GO LTD.

2.3 The contractual terms and conditions which will apply as between a User and the Vendor in relation to the Goods which are the subject of any Auction shall be those specified by the Vendor, whether in writing or otherwise. It is Cysalvage.com of CARLANDPARTS2GO LTD responsibility, to notify Users of those terms and conditions.

2.4 Cysalvage.com of CARLANDPARTS2GO LTD reserves the unilateral right to foreclose or extend Auctions or to cancel or withdraw listings or to terminate entire Services, where Cysalvage.com of CARLANDPARTS2GO LTD at its sole discretion believes it has compelling legal or technical reasons to do so (including without limitation technical difficulties experienced by Cysalvage.com of CARLANDPARTS2GO LTD or on the Internet).

2.5 Cysalvage.com of CARLANDPARTS2GO LTD may in its absolute discretion refuse or remove bids or remove from sale or re-offer for sale listings or Goods in respect of which there is a dispute or which fail to draw bids above the reserve. Where practical, Cysalvage.com of CARLANDPARTS2GO LTD shall provide reasonable advance notice of any actions it may take in accordance with this condition.

2.6 Cysalvage.com of CARLANDPARTS2GO LTD agrees to use its reasonable endeavors to process bids which are placed in respect of Goods offered, but does not guarantee that any individual bid will be submitted.

2.7 Cysalvage.com of CARLANDPARTS2GO LTD is in no respects bound or required to offer any of the Services.

2.8 Cysalvage.com of CARLANDPARTS2GO LTD reserves the right to suspend or terminate this Agreement.

Reserve Prices and Bids

3.1 Goods may be offered subject to a reserve price (the "Reserve"), which may be higher than the starting bid. Cysalvage.com of CARLANDPARTS2GO LTD agrees that the winning bid(s) in any Auctions will be the highest bid or bids which exceed any reserve and meets any other express conditions of the relevant Auction.

3.2 By listing the Goods on the site, Cysalvage.com of CARLANDPARTS2GO LTD agrees to be bound by the highest bid made by any User in respect of the Goods, subject in all circumstances to the right of Cysalvage.com of CARLANDPARTS2GO LTD to intervene in any Auction under Condition 2 of this Agreement.

3.3 Proxy Bidding. A User may use Proxy Bidding to bid in an Auction. To set a proxy bid, a User must enter a Proxy Bid Limit. The system will automatically increment the User's bid each time it is superseded until either the User wins or the winning bid is raised to match or exceed the Proxy Bid Limit. The system acts like another bidder, as determined by the proxy bidding logic.

3.4.1 Proxy Bidding Logic. When a new high bid is entered, the system will automatically (i) send an email to the proxy bidder notifying the proxy bidder that he has been outbid (unless two proxy bids are competing in which case notification occurs at the end of this process), and (ii) if, and only if, the new high bid is less than the Proxy Bidder's Limit, the system will automatically raise the proxy bidder's bid above the new high bid, and notify the proxy bidder by email that a new proxy bid has been entered on his behalf. This process will continue each time a new high bid is entered until either (a) the proxy bidder wins the Auction because no new high bid is entered, or (b) the auction closes, at which time the system will be closed to new bids, although any competing proxy bids will be placed incrementally by the system until a winning bid is reached, or (c) the proxy bidder's Proxy Bid Limit is exceeded by a new high bid.

3.4.2 For avoidance of doubt by setting a Proxy Bid Limit it is an agreement between you and Cysalvage.com of CARLANDPARTS2GO LTD may bid incrementally up to that limit on your behalf. The proxy bidding process is no different from all other bidding on our site, however when an auction reaches its specified closing time and no further bids can be placed, time will be allowed for competing proxy bids to be incrementally placed by the system on behalf of their respective User until a winning bid is reached. Once you have set a proxy bid amount, you cannot go back and change it. If you submit another proxy bid your highest bid will be accepted.

3.4.3 For the avoidance of doubt, it is possible for the proxy bidder to lose when the winning bid stands at the proxy bidder's limit, i.e. if another bidder reaches the proxy bidder's limit first then the proxy bidder can only match that bid and will therefore lose. Also, if there are two proxy bids placed with identical high bid limits, the proxy bids will bid against each other until one has won, therefore, one of the bids will lose even though the winning bid stands at both of the Proxy Bid Limits. This bid processing is resolved by "turn to bid" and does not use the time the bid was placed to differentiate.

Liability

4.1 This Agreement, the Terms and Conditions and the Privacy Policy and any schedules hereto together constitute the entire agreement and understanding of the parties relating to the subject matter of this Agreement, and (in relation to that subject matter) supersede

any and all previous agreements, arrangements, statements and understandings, although nothing in this clause shall operate to limit or exclude liability for any fraud or fraudulent representation by either party. Each of the parties acknowledges and agrees that, in entering into this Agreement and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not).

4.2 Cysalvage.com of CARLANDPARTS2GO LTD will not be liable to the Vendor or any third party for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business howsoever caused (whether arising out of any negligence or breach of this Agreement or otherwise), even if that loss or damage was foreseeable by, or the possibility of it was brought to the attention of, Cysalvage.com of CARLANDPARTS2GO LTD.

4.3 Without limiting the preceding paragraph, the entire liability of Cysalvage.com of CARLANDPARTS2GO LTD under this Agreement (whether arising in negligence or otherwise) will not under any circumstances exceed the greater of (a) €8.54, or (b) an amount equal to the sums paid or payable by the Vendor to Cysalvage.com of CARLANDPARTS2GO LTD as Commission arising from the Auction(s) to which such liability relates, regardless of the cause or form of action.

4.4 Cysalvage.com of CARLANDPARTS2GO LTD accepts no control over or responsibility for the quality, safety, or legality of Goods which are the subject of Auctions, the truth or accuracy of their listings, the ability of Vendors to sell those Goods, or Users' capability to pay for them. Accordingly, the Vendor hereby releases Cysalvage.com of CARLANDPARTS2GO LTD, its agents and employees from all liability arising out of or in connection with any Auction, including (without limitation) all claims and demands relating to listings, bids, uncompleted or completed transactions, or goods or Services offered or actually sold through or in connection with any Auction.

4.5 Cysalvage.com of CARLANDPARTS2GO LTD shall not be liable for any failure to perform any of its obligations under this Agreement caused by matters beyond its reasonable control.

Changes to these Terms and Conditions.

6.1 Cysalvage.com of CARLANDPARTS2GO LTD reserves the right to amend these Terms and Conditions from time to time, and post the new version on the Services. If Cysalvage.com of CARLANDPARTS2GO LTD exercises this right, Cysalvage.com of CARLANDPARTS2GO LTD will place notification of such changes on the Cysalvage.com of CARLANDPARTS2GO LTD homepage. The new Terms and Conditions shall be effective, and will govern all Auctions as well as other activity on or through the Services and the various parties' relationship with Cysalvage.com of CARLANDPARTS2GO LTD - Reg. no. 166794, commencing immediately upon posting. If a person does not wish to be governed by the new version of the Terms and Conditions, the person must cease to participate in Auctions and to otherwise use the Services.

General Requirements for Auto Salvage Dealers

7.1 Three-Tiered Auction. The provisions of Clauses 10 - 17 set out the rights and obligations of Cysalvage.com of CARLANDPARTS2GO LTD and you as a Dealer in relation to the auction of certain salvaged vehicles ("Salvaged Vehicles") offered by Cysalvage.com of CARLANDPARTS2GO LTD through the Site (the "Dealer Services").

7.2 Three-Tiered Auction. The online auction of Salvaged Vehicles will be conducted as a 3-tiered process.

7.2.1 Vehicles which have been deemed incapable of economic or safe repair (ABI Category B) shall be auctioned only to licensed salvaged dealers who, by the terms of this agreement, shall accept certain obligations related to disposal of the Salvaged Vehicles purchase in the Auction.

7.2.2 Vehicles which have been deemed incapable of economic or safe repair (ABI Category B) and that Cysalvage.com of CARLANDPARTS2GO LTD feel due to the nature of the vehicle require further controls (Restricted Category B) shall be auctioned only to licensed salvaged dealers who are invited by Cysalvage.com of CARLANDPARTS2GO LTD to have access to these vehicles and who by the terms of this invitation, shall accept certain obligations related to the disposal of the Salvaged Vehicles purchased in the Auction.

7.2.3 All other Salvaged Vehicles shall be available for purchase by any Dealers registered on the Dealer Services.

7.3 To register for and use the Dealer Services, a person must be approved as a dealer by Cysalvage.com of CARLANDPARTS2GO LTD. Any person who has had his dealer license suspended or revoked shall not be authorized (while the license is suspended or revoked) to bid on a vehicle. Cysalvage.com of CARLANDPARTS2GO LTD may at any time refuse services (including, but not limited to, bidding, buying, listing, etc.) to anyone at anytime.

7.4 Registration. The Dealer undertakes to register for the Dealer Services by providing the correct name, address and any other requested details in the course of registration. ("Dealer Information"). If any of the Dealer Information entered becomes incorrect or is superseded, then the Dealer must notify Cysalvage.com of CARLANDPARTS2GO LTD with the corrected information as soon as possible, and in any event before concluding a transaction if the Dealer is a successful bidder.

7.5 Compliance. The Dealer undertakes to comply with all applicable laws and regulations from time to time in force in the Republic of Cyprus, without limitation and any amendment or re-enactment of the same. The Dealer warrants that it holds a valid waste disposal license together with a waste carriers license and any other licenses and consents required by law to cover its activities pursuant to these Terms and Conditions, and undertakes to provide certified copies of the same to Cysalvage.com of CARLANDPARTS2GO LTD within seven (7) days of any written request.

7.6 Dealer Information. Dealer hereby grants to Cysalvage.com of CARLANDPARTS2GO LTD a non-exclusive, worldwide, perpetual, irrevocable, royalty-free right to exercise the copyright and publicity rights (but no other rights) in the Dealer Information, in any media now known or not currently known, for the limited purpose of implementing the Site.

Salvage Auctions

8.1 Operation of Salvage Auctions. A Salvage Auction is an online auction where Cysalvage.com of CARLANDPARTS2GO LTD provides an online venue to allow qualified dealers to bid for and purchase salvaged vehicles. Cysalvage.com of CARLANDPARTS2GO LTD reserves the unilateral right to foreclose or extend Salvage Auctions or to cancel or withdraw listings or to terminate entire services, where Cysalvage.com of CARLANDPARTS2GO LTD at its sole discretion reasonably believes it has compelling reasons to do so (including without limitation technical difficulties experienced by Cysalvage.com of CARLANDPARTS2GO LTD, a Dealer or on the Internet) and may in its absolute discretion refuse or remove bids or remove from sale or re-offer for sale listings in respect of which there is a dispute (an "Intervention"). Where practical, Cysalvage.com of CARLANDPARTS2GO LTD shall provide reasonable advance notice to the Dealers of any Intervention. Similarly, Cysalvage.com of CARLANDPARTS2GO LTD will use its reasonable endeavours to process bids which are placed, but does not guarantee that any individual bid will be submitted. Cysalvage.com of CARLANDPARTS2GO LTD is in no respect bound or required to offer any of the Dealer Services - whether to all or any of the Dealers.

8.2 Access. The Dealer may not access the Dealer Services unless the Dealer is a registered user.

8.3 Passwords. The password used by the Dealer to access the Cysalvage.com of CARLANDPARTS2GO LTD site must not be passed or revealed to anyone else. The Dealer accepts full responsibility for any damage caused to the Dealer Services or to any other Dealer, user or third party as a result of such disclosure. For the avoidance of doubt, the Dealer must not disclose their password to any third party in order to enable the third party to access the vehicle auctions on the Cysalvage.com of CARLANDPARTS2GO LTD site.

8.4 Salvaged Vehicles. The Salvaged Vehicles offered for sale on the Site shall each be categorized as either Category B, Category C, Category D or Category X. Unless expressly stated otherwise, all Salvaged Vehicles will have been reported to the Registrar of Motor Vehicles in the Republic of Cyprus and will show up on vehicle checks.

8.4.1 A Category B Vehicle is a Salvaged Vehicle which is so structurally damaged or devoid of parts that it is not possible to repair it economically or safely. A Dealer who purchases a Category B Vehicle (a "Category B Dealer") shall be allowed to remove salvageable parts, and shall then be required to dismantle the Category B Vehicle and crush the shell, frame and chassis in accordance with ABI guidelines. Air bags and seat components must be properly disposed of in accordance with manufacturers instructions, the insurance industry requires that these items must never be resold. The processing of Category B Salvage must comply with the guidelines displayed in the "Code of Practice for the Disposal of Motor Vehicle Salvage" (ABI Code of Practice) issued by Motor Conference.

8.4.2 A Category C Vehicle is a Salvaged Vehicle which is damaged to the extent that the retail cost of repair to the vehicle exceeds the retail pre-accident value thereof.

8.4.3 A Category D Vehicle is a Salvaged Vehicle which is damaged to the extent that the retail cost of repair to the vehicle does not exceed the retail pre-accident value thereof.

8.4.4 A Category X Vehicle is a vehicle which has been subject to an insurance claim but which has sustained minimal or nil damage or which may have been repaired in accordance to manufacturers specifications, and therefore categorisation as per the Code of Practice for the Disposal of Motor Vehicle Salvage does not apply.

8.5 Indication and Images. For each Salvaged Vehicle auctioned on the Site, Cysalvage.com of CARLANDPARTS2GO LTD shall provide an indication of the damage to the Salvaged Vehicle (the "Indication"), and one or more images (the "Images"). The actual condition of a Salvaged Vehicle may vary substantially from the Indication, and the appearance of the Salvaged Vehicle may vary substantially from the Images. The Indication is not intended as an authoritative, completely accurate description of the Salvaged Vehicle, and therefore may not be relied upon by the Dealer as such. The Images are not intended as a completely accurate representation of the appearance of the Salvaged Vehicle, and therefore may not be relied upon by the Dealer as such. Without limitation to any right of intervention in any Salvage Auction expressed elsewhere in these Terms and Conditions, Cysalvage.com of CARLANDPARTS2GO LTD explicitly reserves the right to intervene in any Salvage Auction to amend the Indication and/or the Images of any Salvaged Vehicle; notwithstanding that right, Cysalvage.com of CARLANDPARTS2GO LTD expressly excludes any responsibility or liability in respect of any Indication or any Images.

8.6 Signwriting on vehicles. Cysalvage.com of CARLANDPARTS2GO LTD expressly reserve the right to remove or obscure (by whatever means it deems necessary) any signwriting that may be on a vehicle put up for auction, after the auction has concluded but prior to that vehicle being released from the Contractors premises.

8.7 Inspection. Cysalvage.com of CARLANDPARTS2GO LTD may, in its sole discretion, make certain Salvaged Vehicles available for inspection by the Dealer (an "Inspection"). The Dealer is encouraged to conduct an Inspection whenever such Inspection is made

available. For the avoidance of doubt, the Dealer does not have a right to an Inspection, and nothing in these Terms and Conditions obligates Cysalvage.com of CARLANDPARTS2GO LTD to provide an Inspection.

8.8 Misuse of the Dealer Services. Cysalvage.com of CARLANDPARTS2GO LTD reserves the right to suspend or terminate an account held by any Dealer which is or appears to be in breach of any of the provisions of these Terms and Conditions, including, without limitation, by providing false registration details or otherwise misusing the Dealer Services. Any person who holds such a suspended or terminated account may not re-register for the Dealer Services without Cysalvage.com of CARLANDPARTS2GO LTD prior written consent.

Bidding in Salvage Auctions

9.1 Bids. The winning bid in any Salvage Auction will be the highest bid which exceeds any reserve and meets any other express conditions of the relevant Salvage Auction ("Winning Bid"). If a bid made by a Dealer is followed by a higher bid by another Dealer that is later removed by Cysalvage.com of CARLANDPARTS2GO LTD for any reason, Cysalvage.com of CARLANDPARTS2GO LTD may in its sole discretion decide whether to accept the remaining bid as the Winning Bid. For the avoidance of doubt, all unsuccessful bids will lapse after closure of the relevant Salvage Auction.

9.2 Bids are not retractable. If the Dealer places the Winning Bid, and the Dealer's bid is accepted, then that Dealer (the "Winning Bidder") shall be legally obligated to complete the transaction.

9.3 Without limiting any other remedies, Cysalvage.com of CARLANDPARTS2GO LTD may suspend or terminate a Dealer account if the Dealer is found (by conviction, settlement, insurance or escrow investigation, or otherwise) to have engaged in fraudulent activity in connection with the Site (including but not limited to bid manipulation).

Payment

10.1 Cysalvage.com of CARLANDPARTS2GO LTD shall not make credit terms available to, or otherwise extend credit to Dealers using the Dealer Services.

10.2 VAT. The prevailing VAT rate (currently 15%) will be applied to all commercial vehicle sales, and motor car sales, pursuant to the relevant law of the Republic of Cyprus as amended from time to time.

10.3 The Winning Bidder shall be required to make confirmed payment in full and collect the vehicle within 10 calendar days (including day of auction closure) of the date of the auction closing (the "Payment and Collection Period"), and in any case before a Salvaged Vehicle will be released from the holding garage (the "Contractor"). All payments are inclusive of VAT (where VAT is applicable). For the avoidance of any doubt the release note will not be issued until payment in full has been confirmed as received into the Cysalvage.com of CARLANDPARTS2GO LTD bank account.

10.4 The following payment options are available with Cysalvage.com of CARLANDPARTS2GO LTD: (i) Direct Debit please contact Cysalvage.com of CARLANDPARTS2GO LTD to set yourself up. (ii) Charge Card transactions are available only by prior arrangement with Cysalvage.com of CARLANDPARTS2GO LTD. With Charge Card transactions- If the total amount to be paid (including a charge card transaction fee) is under €8543.01 you can pay by credit, debit or other card through our site. Please note that in this case 3% is added to the final purchase price in order to cover charge card transaction costs. Cysalvage.com of CARLANDPARTS2GO LTD reserves the right to vary this % to cover reasonable costs associated with credit card transaction costs. For the avoidance of any doubt vehicles where the total amount to be paid (including a charge

card transaction fee) is over €8543.01 can only be purchased by direct debit ,or Bank Transfer.

10.5 If any payment in respect of any Salvaged Vehicle is due to Cysalvage.com of CARLANDPARTS2GO LTD but not paid within the Payment and Collection Period (an "Unclaimed Vehicle"), then interest will be charged on that payment at an annual rate (but with interest accruing on a daily basis) of 3% above the base rate from time to time of Bank Of Cyprus Plc, such interest to accrue from the due date for such payment until the date of actual payment of all sums outstanding.

10.6 Credit card payments must be completed within 10 calendar days (including day of auction closure) of auction closure. Failure to do so will result in the automatic re-auctioning of the vehicle and suspension of dealers from the site.

10.7 For the avoidance of any doubt any direct debit instruction that is refused by a Dealers bank, will result in that Dealer being suspended from the Site immediately until a successful direct debit transaction is completed. Cysalvage.com of CARLANDPARTS2GO LTD reserve the right to permanently suspend a Dealer from the site whose Direct Debits are refused by their bank more than twice.

10.8 Notwithstanding any other provision in these Terms and Conditions, Cysalvage.com of CARLANDPARTS2GO LTD hereby reserves the right, in its sole discretion, to dispose of any Unclaimed Vehicle 14 days after the closure of an auction in whatever way Cysalvage.com of CARLANDPARTS2GO LTD decides, including, but not limited to the following: (i) offering the Unclaimed Vehicle to another bidder who participated in the relevant Salvage Auction; and (ii) re-auctioning the Unclaimed Vehicle on the Site.

10.9 Cysalvage.com of CARLANDPARTS2GO LTD reserves the right to cancel the registration and all associated rights of any Winning Bidder who does not make payment in full within the Payment and Collection Period.

Collection of Salvaged Vehicles

11.1 The Dealer must collect the Salvaged Vehicle from the Contractor within calendar days of auction closure. Failure to do so will result in the Dealer being charged Storage Fees ("Storage Fees") as follows: Days after Auction Closure Storage Fees days Euro € days €17.09 + VAT per day

11.2 The Dealer must telephone the Contractor's premises 24 hours before collecting the Salvage Vehicle, to confirm that the Salvage Vehicle is available for collection. Failure to comply with this requirement may lead to the Contractor denying the Dealer access to the Salvage Vehicle. For the avoidance of doubt if a dealer fails to telephone the Contractor 24 hours prior to collection in order to confirm availability, then no compensation will be available for the journey if on arrival the car is not available for release.

11.3 The dealer should upon delivery or collection check the Salvage Vehicle as this is deemed to be the point at which the dealer has accepted the Salvage Vehicle. Refunds and compensation will not be given under any circumstances on a Salvage Vehicle after a dealer has accepted it. In any scenario such rejection can only take place within 10 calendar days of the date of the auction closing ("Payment and Collection Period").

11.4 The Dealer hereby agrees that it shall use suitable vehicles for the collection of the Salvaged Vehicles, such vehicles to be roadworthy and safe, fit for purpose, generally presentable and comply with all relevant legislation.

11.5 The Contractor may, in its sole discretion, offer to deliver the Salvaged Vehicle to the Dealer. Such arrangement, if made, is strictly an agreement between the Contractor and the Dealer, and in no way involves, includes or obligates Cysalvage.com of CARLANDPARTS2GO LTD.

11.6 Title to the Salvaged Vehicles shall pass to the Dealer upon payment by the Dealer of all monies owed, including the winning bid price and any accumulated Storage Fees, and the tender of the Salvaged Vehicle to the Dealer or to the Dealer's designated agent or carrier. Cherished/Personalised registration numbers do not form part of nor are included in any sale transaction.

11.7 Where the Salvaged Vehicle has not been picked up 14 days after the auction closure date Cysalvage.com of CARLANDPARTS2GO LTD reserves the right to retain title to the salvaged vehicle as detailed in 11.6 and retain the purchase cost of the Salvaged Vehicle as deemed settlement against the storage fees and Cysalvage.com of CARLANDPARTS2GO LTD administration costs.

Exclusion of Warranties

12.1 All representations, warranties and conditions, express or implied, statutory or otherwise in respect of the Salvaged Vehicles are expressly excluded to the fullest extent permitted by law (including without limitation warranties and conditions as to fitness for purpose, description, and satisfactory quality).

12.2 The Dealer hereby acknowledges and agrees that any Salvaged Vehicle purchased by the Dealer shall be purchased in its state and condition at the time of purchase subject to all faults and defects ("as is"). The Dealer further specifically acknowledges that the Salvaged Vehicle purchased "as is" may be damaged, defective or otherwise unmerchantable, and upon collection / delivery fully accepts the vehicle in this condition.