



## CONSIGNMENT AGREEMENT

No. \_\_\_\_\_

FOR GOOD AND VALUABLE CONSIDERATION the undersigned "Consignor" and CANADIAN REMARKETING GROUP ("CRG") hereby acknowledge and agree as follows:

1. This Agreement shall cover any and all used motor vehicles consigned from time to time for resale by the Consignor to the Authorized Agent (hereinafter called a "Consigned Vehicle"). It is the Consignors' obligation to properly describe and represent the condition of each Consigned Vehicle submitted on consignment to CRG for sale. Unless otherwise disclosed in writing by the Seller to CRG, the Seller shall be deemed to have made the following representations and warranties in respect of each Consigned Vehicle, which representations and warranties are being relied upon by CRG in agreeing to act as agent for the Consignor and in providing the services to the Seller hereunder:

- (a) the said vehicle is owned by the Consignor free and clear of all liens and encumbrances;
- (b) the said vehicle has not been previously stolen and recovered;
- (c) the said vehicle has not been damaged by fire, flood or had material damage from a previous accident repair;
- (d) the said vehicle has not been previously used as a taxi, commercial limousine or police car;
- (e) the said vehicle has not had damage and/or repairs that would otherwise void any manufacturer's warranty.

2. The Consignor hereby appoints and authorizes CRG as its "Authorized Agent" for all purposes to offer for resale, either directly through in-house auction sale or by way of on-line auction (through a third party agent). For each Consigned Vehicle the Consignor shall provide instructions (in writing) as to the method of sale including without limitation any restrictions/timeframe on the completion of such sale. Consignor shall set a reserve price on each vehicle in writing. CRG will collect certified payment from buyer and issue net proceeds cheque back to Consignor less all fees incurred directly related to the sale or services provided on each vehicle. CRG reserves the right to reject a request for the sale of any Consigned Vehicle in its sole discretion.

3. To effect the sale of a Consigned Vehicle, the Consignor hereby irrevocably appoints and grants to and in the name of Canadian Remarketing Group a limited power of attorney to execute, as authorized agent for and on behalf of the Consignor, all such necessary documentation to effect the sale of each Consigned Vehicle, including, without limitation, a bill of sale reflecting the sale of such Consigned Vehicle. The form of Bill of Sale used by CRG in connection with both its in-house sale and its third party on-line sale has been provided to and approved by the Consignor.

4. Instruction from the Consignor to CRG regarding the pick-up, storage, transportation and sale of a Consigned vehicle may from time to time be given orally, electronically or in writing provided, however, that the terms of this Agreement shall govern every transaction relating to a Consigned Vehicle and this Agreement shall not be amended except with the prior written consent of CRG.

5. The Consignor hereby agrees to indemnify, defend and hold harmless CRG, its shareholders, directors, officers, employees and agents from any and all actions, losses, damages, claims, costs, expenses, liabilities and obligations (a "Loss") incurred by or suffered by them as a result of the sale (or purported sale) of a Consigned Vehicle including any defect in title or other undisclosed defect in the Consigned Vehicle save and except where such Loss arises solely as a result of the negligence of CRG.

6. CRG makes no representation or warranty, express or implied, as to a Consigned Vehicle and shall have no liability relating thereto. All warranties, including any warranty or merchantability, fitness for a particular purpose or title to a vehicle are expressly excluded. CRG shall have no liability for any failure to perform and it is not responsible for failure to execute a bid or for errors relating to the execution of a bid, unless as a result of its negligence.

7. The Consignor hereby confirms that it has read the Sales Policy and Arbitration Policies posted at the CRG resale premises and agrees that such policies are incorporated herein by reference and form an integral part of this Agreement. In this regard, any and all disputes arising under this Agreement or relating to a Consigned Vehicle shall be subject to resolution in accordance with the CRG Arbitration Policy provided such arbitration is brought within the time frame set forth therein, failing which the Consignor hereby waives any and all rights it may have.

8. The Consignor shall pay for all fees, commission, transportation and storage costs charged by CRG in connection with the services provided by CRG based on rates in effect on the date such services were provided. The Consignor hereby acknowledges and agrees that CRG may offset such unpaid and overdue fees against amounts otherwise owing the Consignor by providing written notices of its intention to do so.

9. It is the express wish of the parties that this Agreement and any related documents be drawn up in the English language. Les parties conviennent qu'il est leur voionte expresse et reciproque que ce contrat et tout document quis'y rattache soient rediges en anglais.

10. This Agreement shall be governed by an enforced in accordance with the laws of the Province of \_\_\_\_\_ and the Federal laws of Canada applicable therein. Subject to Section 7 regarding Binding Arbitration, each party irrevocably attorns to the jurisdiction of the Courts of the Province of \_\_\_\_\_.

11. CRG may from time to time amend this Agreement by posting such amendments at its resale centre location, and such amendments shall be effective and binding on the Consignor at the time of such posting. By continuing to provide to CRG Consigned Vehicles after such amendments are posted, the Consignor will be deemed to have agreed to and be bound by this Agreement as amended.

\_\_\_\_\_  
CONSIGNOR-PRINT NAME ABOVE

ADDRESS: \_\_\_\_\_

FAX/PHONE: \_\_\_\_\_

PER: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

I HAVE THE AUTHORITY TO BIND THE CORPORATION

CANADIAN REMARKETING GROUP LTD.

4116 – 50<sup>TH</sup> AVENUE, S.E., CALGARY, AB.  
T2B 2T7

FAX: 403-287-8431/PHONE: 403-287-8421

PER: \_\_\_\_\_

SEAN MORIN, PRESIDENT

I HAVE THE AUTHORITY TO BIND THE CORPORATION