

OPENLANE - CarsArrive

1620 S. Stapley Dr. Suite 232
Mesa, AZ 85204
480-556-5235

Thank you for contacting OPENLANE / CarsArrive

OPENLANE, Inc. is the leading online auction company in North America for automotive dealers to buy and sell wholesale vehicles. We offer proven, end-to-end auto remarketing solutions to auto manufacturers, captive finance companies, leasing companies, daily rental companies, financial institutions and wholesale auto auctions throughout the United States and Canada.

We appreciate your interest in doing business with us and will make every effort to promptly process your application. Carrier set-ups are processed on weekdays only. We are unable to process your application until your paperwork is complete, and by this we mean:

- Your company information including:
 - Three (3) phone numbers (office and cell) and a valid fax number
 - Both your physical and mailing address
 - Email address (if applicable)

- A copy of your ICC authority indicating your valid MC number or your company's DOT certificate for intrastate transport only. We require a carrier be in business **at least three (3) months** based on issue date of their ICC authority.

- A legible W-9 reflecting your tax information for our accounting department.

- A copy of your ACORD Insurance Certificate reflecting both your Liability and your Cargo Insurance with OPENLANE listed as the certificate holder. **A MINIMUM of \$1,000,000 in Liability and \$100,000 in Cargo Insurance if you transport 1-3 vehicles, \$250,000 for transporters hauling from 4-10 vehicles with a MAXIMUM cargo insurance deductible of \$2,500.00.** The certificate must show your cargo insurance deductible. If the certificate does not show the cargo deductible we are unable to accept it. Unfortunately, companies submitting policies with a Binder, Declaration certificates or invalid policy numbers (TBA or TBD) will not be processed. We do not accept insurance company statements or invoices.

- Your information will be validated on the Central Dispatch.com and www.safersys.org websites. If you are not a member of Central Dispatch we require a minimum of two (2) business references.

Unfortunately, our system is not equipped to place holds on the loads, so the quicker we receive information, the quicker we can process your information and get you the load(s) you have requested.

The carrier set-up group is open 6:00 AM to 3:00 PM (MTN) time MON-FRI **ONLY**

Please fax all of your paperwork to 480-393-2948.
(Kindly use this fax number **ONLY** for carrier set up and insurance renewals)

PAYMENT TERMS

OPENLANE – CarsArrive offers two methods of payment:

1. Invoice - check will be mailed 14-21 days after receipt of proper paperwork. All checks are mailed on Tuesday's.
2. Comchek - issued 24-48 hours after receipt of proper paperwork. There is a \$25.00 processing fee. Comchek Express Code's will be sent by fax and e mail, and will be posted in the load notes in CarsArrive. (Comchek's are only sent to the fax numbers and e mail addresses we have documented in our system. Comchek's are NOT given out over the phone)

We do NOT accommodate COD payment by the destination location

In order to get paid:

1. Fax, e mail or mail us a copy of your Invoice and Proof of Delivery/BOL. In order for us to efficiently process your invoices, please send all accounting documents to the numbers listed at the bottom of this page.
2. All paperwork MUST include the following information in order to be accepted and processed for payment:
 - o Carrier Information
 - o VIN Number (at least 6 digits)
 - o Delivery Signature (clearly marked)
 - o Delivery Date (clearly marked)

All paperwork received without all the required information will NOT be processed for payment. **There are no exceptions.** Without all of the above listed information, we will not pay you. If paperwork is received without all of the required information a note will be posted in the CarsArrive website that you can logon and view and we will call to inform you of the missing information. You are responsible for submitting the correct information for payment. Please do not take our loads if you are unable to meet these requirements. Our payment terms only apply to those invoices submitted with all the required information and begin upon receipt of proper paperwork.

CarsArrive's accounting department is open Monday - Friday 6:00 AM - 5:00 PM Arizona Time
(Our office is closed on all federal holidays)

Phone: 480-556-5235 Option 3

Fax: 480-393-7800

E Mail: transportationapfaxes@openlane.com

**Address: 1620 S Stapley Dr Ste 232
Mesa AZ 85204**

The accounting team uses the Notes System in CarsArrive to give you important accounting information such as check numbers, comchek numbers and invoice rejection notifications. To log in to the CarsArrive Network to view a note:

1. Go to carsarrive.com (must use Internet Explorer)
2. Enter your user name and password
3. Click "My Loads"
4. Find the load number in question
5. Click on the magnifying glass to the right of the load details
6. Click "View Notes"



The following information is **required** on your Invoice / Proof of Delivery to receive payment:

- ✓ Your company information (name, address, phone & fax numbers)
- ✓ Pick up and Drop off locations
- ✓ VIN (at least 8 digits)
- ✓ Vehicle inspection
- ✓ Delivery signature in the correct location
- ✓ Delivery date next to the delivery signature

This is effective immediately and applies to all loads dispatched on January 12,2009 and after.

All paperwork received without all the required information will not be processed for payment. If paperwork is received without all of the required information we will post a note in the CarsArrive website that you can logon and view. We will not provide any further notification to you. You are responsible for submitting the correct information for payment. Our payment terms only apply to those invoices submitted with all the required information.

To log in to the CarsArrive Network to view a note:

1. Go to carsarrive.com
2. Enter your user name and password
3. Click "My Loads"
4. Find the load number in question
5. Click on the magnifying glass to the right of the load details
6. Click "View Notes"
7. You will see a note posted here if your paperwork is not acceptable

There are no exceptions. Without all of the above listed information, *we will not pay you.* Please do not take the load if you are unable to meet these requirements.

Please call with any questions: 480-556-5235



TRANSPORTER'S ACCOUNT APPLICATION FORM

Instructions:

- 1. Please complete each line; this is used to set up your account.
- 2. Please print the requested information
- 3. Please sign below to indicate the accuracy of this information

Company Name: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Contact Number: Office (____) _____ Cell (____) _____

Alternate Contact Person: _____

Alternate Number: Office(____) _____ Cell (____) _____

Fax Number: (____) _____ Alternate Fax; (____) _____

Primary E-Mail Address: _____ @ _____

Alternate E-Mail Address: _____ @ _____

Requested User ID: _____ Requested Password: _____

Payment: Invoice (14-21 days) or Comchek (\$25.00 fee /24-48 Hours)

Can any of your trucks haul four (4) or more sedans? Yes / No

Cargo Insurance Company: _____

Agent's Name: Agent's Phone: (____) _____

ICC Number: MC: _____ DOT Number: _____

I give my permission to CarsArrive Network to be named as a Certificate Holder on my Insurance Policies, and to discuss my insurance coverage with prospective auto shippers. I hereby give these consents and permissions and certify the accuracy of the above information:

Signature: _____

Printed Name and Title: _____

CARRIER AGREEMENT

This Carrier Agreement is made this ____ day of _____ by and between OPENLANE, Inc., a Delaware corporation with offices at 2200 Bridge Parkway, Suite 202, Redwood City, CA 94065 ("OPENLANE" or "we") and the undersigned entity (the "Carrier" or "you"):

RECITALS:

WHEREAS, OPENLANE owns and operates a web-based proprietary database and software system that provides a load matching and database management service (the "CarsArrive System"), pursuant to which transportation companies may accept assignments for transportation of one or more motor vehicles (each, a "Vehicle Load") on behalf of the owner of the Vehicle (the "Customer").

WHEREAS, Carrier wishes to access the CarsArrive System to accept and transport such Vehicle Loads on behalf of the Customers in accordance with the terms set forth herein and on the CarsArrive System or other webpages on OPENLANE.com (the "Services").

The parties agree as follows:

- 1. Compliance with Laws.** You represent, warrant and covenant that: (a) you are, and during the term of this Agreement will remain, (i) the owner or lessee of the truck or other vehicle used to transport the Vehicle Load (each, a "Transportation Truck"), (ii) the holder of all local, state and federal permits, licenses, certificates and registrations necessary to allow you to legally provide the Services; (iii) an authorized motor carrier as determined by USDOT or applicable state agency, (iv) in compliance with all applicable federal, provincial, state and local laws and regulations; (b) you agree to provide copies of necessary permits and licenses upon request, and (c) you will not allow the Vehicle to be driven on any public road or street at any time, even in order to load the Vehicle into the Transportation Truck.
- 2. Principals Only; No Re-Brokering of Services; Insurance.** You agree not to utilize other motor carriers, other brokers or any "substituted services" in order to provide the Services, including but not limited to re-brokering, reassigning, forwarding, relaying or otherwise transferring the obligations to perform the Services to any third party. **If you breach this provision and a substituted service provider of any type is used, you will remain liable for any loss, damage or delay to Customer's property or any third party incurred during transportation services to the same extent that you would be liable if you performed the transportation directly.** You will maintain insurance coverage in the minimum amounts set forth on **Exhibit A**, with OPENLANE as a certificate holder and comply with the other provisions on **Exhibit A**.
- 3. Compliance with Terms of Use; Limited License to Use CarsArrive System; No Damage Waivers.** You agree to adhere to the terms of this Agreement and OPENLANE's other policies, procedures, terms of use and documents as set forth on the OPENLANE.com website (including the CarsArrive System) (collectively, the "Terms of Use"), all of which may be changed by OPENLANE without notice to you from time to time. Subject to your adherence to the Terms of Use, you are granted a limited license to use the CarsArrive System to accept an assignment to transport Vehicle Loads as specified on the CarsArrive System. You agree that the CarsArrive System and all intellectual property rights therein, including but not limited to patent, trademark and copyright rights, are the sole property of OPENLANE, and that you will neither attempt to copy, reverse engineer or disrupt the function or operation of the CarsArrive System. You agree that you will not enforce damage waivers that you may have with a Customer in connection with the Services.
- 4. Conducting Business.** So long as OPENLANE has no actual knowledge to the contrary regarding the authority of any person purporting to be Carrier's agent or employee, OPENLANE: (i) may rely and act upon any purported signature of, or email, fax, telephonic or other oral communication from, any person purporting to be Carrier's agent or employee, with regard to accepting Vehicle Loads for transportation, or otherwise acting on Carrier's behalf, in the CarsArrive System or in connection with the provision of Services or this Agreement. OPENLANE may conduct business with Carrier through the (nonexclusive) use of electronic, computer, digital, or other paperless means, including the good faith reliance on electronic mail, facsimile transmittal or telephonic forms of communication.
- 5. Fees; Payments. We will pay you based on our negotiated terms.** OPENLANE will pay to you the fees (collectively, the "Fees") as set forth on the applicable page in the CarsArrive System for each respective Vehicle Load in accordance with this paragraph. All of your obligations and services regarding the transportation of the Vehicle Load are included in the Fees, and no additional compensation will be due to you other than the Fees unless specifically authorized in writing by OPENLANE. You agree that you may not charge the Customer additional fees or charges for the Services unless specifically authorized by OPENLANE. You must provide OPENLANE with an invoice for each Vehicle Load, along with the bill[s] of lading or other shipping documentation in the forms found on the CarsArrive System in each case signed by an authorized representative of the entity on whose behalf you transported the Vehicle Load (the "Transport Purchaser") at the time of delivery. OPENLANE will pay you the undisputed amount of any invoice within thirty (30) days of the date OPENLANE receives such invoice and bill of lading. You agree to provide OPENLANE with supporting documentation and other information as reasonably requested to verify the accuracy of any invoice. Any payment by OPENLANE is without prejudice to either party's right to contest the accuracy of any Fees or paid amounts. From time to time, OPENLANE may verify, check, monitor and audit the submissions it receives from you through the use of manual or computerized technology. Such verifications or audits may result in reduced payments to you. OPENLANE reserves the right to deduct amounts or expenses owed by you against Fees that are otherwise payable to you. OPENLANE will provide you with notice of any set-offs. The exercise of this right of set-off will not affect the parties' respective rights to other remedies under contract, at law or in equity.
- 6. Claims and Damages; Indemnification.** You are required to indemnify OPENLANE, its subsidiaries, employees and Customers against claims that occur during the period of time when the Vehicle is under your control and to maintain appropriate insurance. For the purpose of this Agreement, the Vehicle is "under your control" during the period of time beginning when Carrier picks up the Vehicle from the grounding location (the "Vehicle Pick Up Time") and ending when Carrier delivers the Vehicle to the specified delivery location in accordance with OPENLANE's policies and procedures (the "Vehicle Delivery Time"). In the event of a dispute between you and a

Customer or third party based on damages to Customer's or third party's vehicles or other bodily injury, property damage or personal injury, service disputes or related claims (a "Claim"), you agree to promptly notify OPENLANE, and on a good faith basis cooperate with OPENLANE or its agents in resolving the matter. OPENLANE or its agents, on a good faith basis may elect to make a determination on which party was at fault, in which case OPENLANE will promptly notify you of the determination. You will pay all such Claims within thirty (30) days of such notification in full and without deductible. To the extent that a Claim is determined to have occurred when the Vehicle was under your control, and you fail to resolve the dispute with the Customer or other third party, OPENLANE is authorized to pay such party on your behalf, and OPENLANE may subrogate the claim to your insurance carrier or deduct such amount from amounts otherwise due to you. To the fullest extent permitted by law, you agree to indemnify, defend and hold harmless OPENLANE, its subsidiaries, its successors and assigns and its officers, directors, employees, subcontractors, consultants, Customers, representatives and agents, from and against any and all losses, damages, injuries (including death), causes of action, claims, penalties, demands and expenses, including reasonable legal fees and expenses, of any kind or nature arising out of or on account of, or resulting from (a) any claim or allegation of a third party related to your acts or omissions or those of your officers, directors, employees, subcontractors, consultants, representatives or agents in connection with the Services, and (b) your breach of any provision of this Agreement. Except for third party claims, the indemnification obligations of this provision, and damages arising from a breach of confidentiality, neither party will be liable to the other party for, nor will the measure of damages include, any indirect, special or consequential damages or amounts for loss of income, profits or savings.

7. **Independent Contractors. We are separate entities, and are not creating a principal/agency relationship.** The parties intend to create an independent contractor relationship and nothing contained herein, or in the provision of Services, will be construed to make either you or OPENLANE partners, joint venturers, principals, agents or employees of the other. Neither party will have any right, power or authority, express or implied, to bind the other. The parties agree that no guaranty exists on the part of OPENLANE to submit a minimum number of dispatches to you. Any capital investments, business expenses, work force additions, or expenditures of any kind or nature that you have made in anticipation of any volume to be generated will be made solely at your risk and in no event and under no circumstances will OPENLANE be liable for any expenditures by you or on your behalf.
8. **Confidentiality. Customers require that you protect their information.** All data and information submitted by or on behalf of OPENLANE or Customer to you or otherwise in your possession or accessible by you pursuant to provision of the Services, including all personal information such as the name, phone number and address of a Customer or third party, and VIN of the Vehicle being transported ("OPENLANE Data"), are and will remain the property of OPENLANE or applicable third parties. You agree to keep the OPENLANE Data confidential, and you will not use such data for any purpose other than in connection with providing the Services.
9. **Miscellaneous.** This Agreement will be governed by the laws of the State of California, without giving effect to any choice of law rules. No term or condition of this Agreement will be deemed waived and no breach will be deemed excused unless such waiver or consent will be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other, whether express or implied, will constitute a consent to, waiver of, or excuse for any different or subsequent breach. Notice under this Agreement will be deemed given by one party when personally delivered or sent by overnight courier, facsimile, or certified or registered mail to the addresses in this Agreement and will be effective upon receipt. Except as provided in Section 4, this Agreement may not be modified except by a writing signed by both parties. This Agreement may be executed in one or more counterparts, including facsimiles, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument.
10. **Conflicting Terms; Severability.** This Agreement, along with the Terms of Use, sets forth the complete agreement of the parties with respect to the provision of Services. These terms will take precedence over any inconsistent, conflicting, or additional terms or conditions contained in any communication or document from you, including any bill of lading or other document that you may present to a grounding dealer. OPENLANE hereby notifies you of that it does not agree to other terms or conditions that you may supply, whether in conflict with, inconsistent with, or in addition to these terms and conditions. If any term or provision herein will be contrary to law or will be adjudged by any court or government agency of competent jurisdiction to be invalid, void or unenforceable, such term or provision will be deemed deleted and the remaining provisions and any application thereof will continue in full force and effect.

LEGAL NAME OF CARRIER (ENTITY NAME): _____

By (Signature of GM/Principal/Controller): _____

Name (Print Legibly): _____

Name of Principal (if not the signer): _____

Address: _____

Date: _____

Direct Telephone and Fax: _____

OPENLANE, INC.

By _____

Name: _____

Date: _____

REQUIRED INSURANCE

- Liability Insurance: Minimum \$1,000,000 liability
- Cargo Insurance: Minimum \$100,000 (1-3 car hauler), minimum \$250,000 4-10 car hauler)

You must submit a copy of your Insurance Certificate reflecting both your Liability and your Cargo Insurance with OPENLANE listed as the certificate holder. A MINIMUM of \$1,000,000 in Liability and \$100,000 in Cargo Insurance if Carrier transports 1-3 vehicles, \$250,000 for Carriers hauling from 4-10 vehicles with a MAXIMUM cargo insurance deductible of \$2,500.00. The certificate must show your cargo insurance deductible. You agree to furnish to OPENLANE a certificate showing compliance with the insurance requirements prior to the provision of Services, and from time-to-time within ten (10) days of OPENLANE's request. The certificate will provide that OPENLANE will receive 30 days prior written notice from the insurer of any termination, reduction or other change in the amount or scope of coverage. Your furnishing of certificates of insurance or purchase of insurance will not release or limit your obligations or liabilities hereunder.

CarsArrive Network

Where shippers and carriers meet.™

1620 South Stapley Drive Suite 232 Mesa, AZ 85204

TIE-DOWN REQUIREMENTS FOR AUDI AND VOLKSWAGEN VEHICLES

WHEN YOU TRANSPORT VOLKSWAGEN OR AUDI VEHICLES YOUR COMPANY WILL BE EXPECTED TO USE OVER-THE-TIRE STRAPS TO SECURE THE VEHICLE TO YOUR TRAILER.

YOU ARE NEVER TO USE CHAINS UNDER ANY CIRCUMSTANCES. IF YOU DO NOT HAVE STRAPS DO NOT BOOK THE LOAD.

OUR INSTRUCTIONS ARE VERY CLEAR:

Transport Tie Down Requirements :	All Volkswagen and Audi Vehicles must be secured with over-the-tire straps. Any undercarriage damage caused by the use of chains will be chargeable to the transporter.
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VW / AUDI DEALERS & AUCTION REPRESENTATIVES ARE REQUIRED TO NOTIFY US WHEN THEY LEARN OF ANY TRANSPORTER USING CHAINS AND NOT STRAPS.

KINDLY SIGN AND FAX or SEND WITH CARRIER PACKET – WITH YOUR SIGNATURE YOU ARE ACKNOWLEDGING THAT YOUR COMPANY ACCEPTS ALL RESPONSIBILITY FOR ANY DAMAGES AND THE COSTS TO REPAIR THE UNDERCARRIAGE OF VW AND AUDI VEHICLES CAUSED BY USING CHAINS TO SECURE THE VEHICLE TO YOUR TRAILER. FAILURE TO COMPLY COULD LEAD TO THE DEACTIVATION OF YOUR ACCOUNT AND BEING PROHIBITED FROM TRANSPORTING FOR CARSARRIVE AND OPENLANE.

COMPANY NAME: _____

AGENT'S SIGNATURE: _____

DATE: _____

CarsArrive Network

Where shippers and carriers meet.™

Carrier Survey

In order to better ensure that we are getting carriers the loads that they are interested in, we have few questions we would like you to answer.

Company Name: _____ Phone Number _____

Check if yes

Can you haul full loads (9 or more sedans)? -----

Do you have one or more enclosed trailers? -----

Do you haul INOP / Salvage vehicles? -----

Do you have over the tire wheel straps? -----

Do you have a TWIC Card? -----

Are you FAST certified for transporting cross-border? -----

What is your truck capacity?

1-3 car # of trucks _____

8-10 # of trucks _____

4-7 car # of trucks _____

Enclosed # of trucks _____

What are your preferred routes?

Common Reasons

For

Set Up Delays

Carriers experience delays in getting up and running with CarsArrive Network for many reasons, these are the most common.

- Carrier Authority has not been active for at least 3 months.
- CarsArrive was not listed as certificate holder on ACORD Insurance Certificate.
- Carrier does not meet our minimum insurance requirements.
- Insurance deductible exceeded \$2500.
- WE DO NOT accept Garage Keepers insurance as a substitute for Cargo insurance.
- We did not receive a copy of your business W-9
- We did not receive a signed copy of the CarsArrive carrier agreement.
- We could not read your paperwork.