



Salvage Terms and Conditions

The following terms and conditions apply to the purchase of salvage vehicles or other property (each, a “**Salvage Item**”) from The Manitoba Public Insurance Corporation (“**MPI**”) via the Auction Center Application (“**Auction Center**”) at Impact Auto Auctions Ltd., whether branded as “**IAA**”, “Impact Auto Auctions”, or otherwise (“**IAA**”). To the extent there is a conflict or inconsistency with the IAA Auction Policies and Arbitration Rules (“**IAA Policies**”), MPI’s terms and conditions shall take precedence over the IAA Policies and any IAA rules, terms or conditions regarding the purchase of Salvage Items.

BY BIDDING ON SALVAGE ITEMS SOLD VIA AUCTIONS ON AUCTION CENTER, (each referred to as a “Salvage Auction”), YOU (the “Buyer”) ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS SET OUT BELOW.

Please read the terms and conditions carefully prior to bidding on a Salvage Item. The latest version of these terms and conditions are available on [MPI's website](#), and it is your responsibility to ensure that you read, understand and agree to the latest version prior to bidding. MPI reserves the right to change any of these terms and conditions at any time, without prior notice. Please check the latest information posted herein to inform yourself of any changes.

IAA Policies

Without limiting the generality of the foregoing, the following IAA Policies do not apply to MPI Salvage Items:

- Seller’s Obligations
- Arbitration Rules
- MPI does not accept payment via Electronic Transfers
- MPI does not provide assistance in arranging transportation
- MPI does not guarantee that Salvage Items are free from liens, security interests, or other charges



Limitation of Liability

Buyer agrees that in no event will MPI be liable to Buyer for indirect, consequential, punitive, exemplary or special damages, loss of goodwill, work stoppage, data loss, computer failure or malfunction or lost profits (collectively “**Damages**”). Without limiting the foregoing, Buyer further agrees that MPI will not be liable to Buyer for losses or Damages due in whole or in part as a direct or indirect result of any theft, conversion, loss, damage, claim, expense (including legal fees), suit or demand (collectively “**Loss**”) arising out of, based upon or resulting from the possession, transportation, use, storage or operation of any Salvage Item, including but not limited to Loss or Damages due to or caused by or during transportation, delay, dispute decision, cancelled sale, clerical errors, fire, storm, flood, war, civil disturbance, riot, epidemic, pandemic, public health emergency, quarantine, governmental order, act of God, lightning, earthquake, or other similar casualty.

Indemnity

Buyer agrees to indemnify, defend and hold harmless MPI from and against any and all liabilities, damages, losses, expenses, demands, claims, suits or judgments, including reasonable legal fees and expenses, in any way related to or arising out of the breach of these Terms and Conditions by a Buyer or by any employee, representative, driver, agent, subcontractor or contractor of a Buyer.

Registration of Buyers

Only Buyers with valid and current registration as a “Buyer” on Auction Center are permitted to purchase Salvage Items from MPI.

Salvage Item Condition and History Disclaimer

ALL SALVAGE ITEMS ARE SOLD “AS-IS” AND WITHOUT WARRANTY OR GUARANTEE OF ANY KIND, EITHER WRITTEN, EXPRESSED OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.



While MPI endeavors to ensure the accuracy of the information related to Salvage Items being sold, MPI does not warrant that item specifications are complete, accurate, or error-free. The information provided is not intended to, and does not constitute, a representation or guarantee of any kind.

It is the responsibility of the Buyer to determine, prior to bidding, whether to make arrangements to view Salvage Items in accordance with the viewing options detailed under the “Viewing” heading, below. Regardless of any available viewing options, the Buyer accepts Salvage Items with any faults or defects. MPI will not contact previous owners and/or shops for missing keys, parts or vehicle history.

Without limiting the generality of the above, MPI does not guarantee:

- The accuracy of vehicle year, make or model;
- The accuracy of the odometer or mileage reading.
- The structural or mechanical condition of Salvage Items;
- The Salvage Item to be exactly as shown in photographs;
- That keys are available for all vehicles; or
- That Salvage Items are free from liens, security interests, or other charges.

Buyer understands and acknowledges that:

- Salvage status can be:
 - Salvageable: Vehicles with a salvageable status have collision damage, structural damage or both.
 - Salvageable with Exception: Vehicles with cosmetic damage only (i.e., damage that does not render the vehicle unsafe, structurally or mechanically).



Vehicles with a Salvageable with Exception designation may be further designated as:

- Writeoff (Other);
 - Writeoff (Stolen);
 - Writeoff (Hail),
 - Normal; or
 - Rebuilt.
- Irreparable: Vehicles with an irreparable status cannot be returned to the roads and are sold for parts only.
 - Where a vehicle is listed as “Irreparable”, “Salvageable” or “Writeoff”, such vehicle is mechanically and otherwise unfit to be driven on the highways of Manitoba in accordance with *The Drivers and Vehicles Act*;
 - Vehicles designated as “Salvageable” and “Writeoff” will require the appropriate certification, which may include a Certificate of Inspection or Body Integrity Certificate, prior to registration in Manitoba; and
 - Vehicles designated as “Irreparable” cannot be registered or insured in Manitoba.

BUYERS PURCHASING FROM OUTSIDE OF MANITOBA MUST VERIFY REQUIREMENTS AND CERTIFICATIONS FOR THE INTENDED USE OF THE SALVAGE ITEM WITH THE APPROPRIATE REGISTRATION AUTHORITY.



Viewing

Salvage Items located at 1981 Plessis Road or 400 Gunn Road in Winnipeg Manitoba (collectively, “MPI’s Salvage Yard”) may only be viewed online. Salvage Items located outside of Winnipeg may be viewed online or in person at the applicable storage facility, if the storage facility offers in-person viewing. Buyers should contact the applicable storage facility directly to inquire and make in person viewing arrangements.

Payment

There are multiple ways for Buyers to pay for Salvage Items, including:

Online Payment – Credit Cards

Online credit card payments with a \$25,000 limit per transaction are available to registered Canadian buyers with a minimum of 6 months purchase history in good standing. Visa and Mastercard are accepted, and there is a 2.4% surcharge added to credit card transactions. Partial payments are not accepted through online Credit Card. In person credit card payments are not accepted.

This option is not available for Québec registered buyers.

Remote Payment

Payment can be completed via electronic fund transfer (“EFT”). Please note that this is not the same as e-transfer. MPI does not accept e-transfers.

To send an EFT for payment for purchased MPI Salvage Items, Buyers must use the following information:

Company Name: The Manitoba Public Insurance Corporation

Institution: Bank of Montreal

Transit: 00037

Bank Number: 001

Account: 1943626

Branch Address: 335 Main Street, Winnipeg, MB, R3C 1C2

Once completed, Buyers must send an email to MPISalvage@mpi.mb.ca with any remittance advice.



For further information regarding international wire payments, Buyers are directed to contact Salvage Operations at 204-985-7844 during business hours (Monday to Friday, 8:30 a.m. to 4:30 p.m.).

In Person Payment

Payment can be completed in person at MPI's salvage office located at 1981 Plessis Road, Building B ("**Salvage Office**") with debit, certified cheque, bank draft, or money order. MPI does not accept cash payment.

Certified Cheques

In addition to the in-person payment option above, payment with certified cheques can be completed by couriering to the following address:

Manitoba Public Insurance
Salvage Operations – Bldg. B
1981 Plessis Rd.
Winnipeg, Manitoba R2C 5C7

Payment for Salvage Items by Buyers designated as a "Public Buyer" must be received no later than 11:59 p.m. Central Standard Time on the date the Salvage Item is sold to the Buyer at a Salvage Auction ("**Sale Date**"). Payment for Salvage Items by Buyers not designated as a "Public Buyer" must be received no later than 11:59 p.m. Central Standard Time on the first Friday following the Sale Date.

In person payments at MPI's Salvage Office will only be accepted during regular business hours which are 8:30 a.m. to 4:30 p.m. Central Standard Time from Monday to Friday.

If full payment is not received before the deadlines outlined above, a late fee of **\$100.00** will be added to the Buyer's account. If full payment is not received by the first Tuesday following the Sale Date, the sale may be cancelled, and the Salvage Item may be re-sold at the next auction sale on an unreserved basis. Buyer is liable to MPI for all losses incurred including the difference in sale price (if any) plus



applicable fees as determined in MPI's sole discretion. **Failure of a Buyer to pay promptly may result in the permanent loss of the Buyer's Salvage Auction privileges.**

Transaction Refusal & Sale Cancellation

Transaction Refusal

MPI reserves the right, in its sole discretion, to refuse to complete the transaction for the purchase of any Salvage Item by any individual or entity for any reason.

Sale Cancellation

MPI may in its sole discretion, postpone or cancel a sale or withdraw any Salvage Item from any sale prior to receipt of full payment. MPI will have no liability or obligation to Buyers as a result of any Salvage Item withdrawal or sale cancellation or postponement. Further, MPI reserves the right in its sole discretion to cancel, reverse or reject a sale transaction in the event of fraudulent or other misrepresentation in the Salvage Item description or bidding information. In the event a sale is cancelled after a Buyer has remitted payment, MPI will credit the full amount to the Buyer.

Bids Entered

SUBJECT TO MPI'S CANCELLATION AND TRANSACTION REFUSAL RIGHTS DESCRIBED HEREIN, ALL SALES ARE FINAL. ONCE A BID HAS BEEN SUBMITTED, THERE WILL BE NO REFUNDS, EXCHANGES, RETRACTION OF BIDS OR RETURNS. MPI ENCOURAGES ALL BUYERS TO CAREFULLY REVIEW THEIR BIDS PRIOR TO SUBMISSION.

Salvage Items may be subject to a reserve or opening bid, which is the confidential minimum price acceptable to MPI.



Buyer Dispute

For disputes related to a particular purchase of an MPI Salvage Item, Buyers should contact MPI Salvage Operations via email MPISalvage@mpi.mb.ca or by phone 204- 985-7844.

Buyers shall make reasonable effort to notify MPI of any disputes no later than seven days from the Sale Date. Wherever possible, Salvage Items should remain at the applicable storage facility for the duration of any dispute.

For technical issues with the site or a particular auction, Buyers should contact IAA.

Release of Salvage Items and Ownership Documents

MPI will not release possession of any Salvage Item(s) to a Buyer until the total purchase price for all Salvage Item(s) listed on the invoice has been fully paid and all applicable storage fees are paid in full. In the event that the Buyer fails to pay the total purchase price within the prescribed time, or fails to comply with any of the terms of sale, MPI reserves the right to award the Salvage Item(s) listed on the invoice to another bidder or to re-auction the Salvage Item(s). MPI also reserves the right not to release any Salvage Item(s) or ownership document for any reason prior to receipt of full payment. Bills of sale will be provided to the Buyer upon full payment being received.

Salvage Item Pick-up

Salvage Items must be picked up within the applicable specified timeframe outlined below. If any Salvage Item is not picked up within the specified timeframe, the Buyer is responsible for any per-day charges incurred per Salvage Item. Salvage Items remaining at MPI's Salvage Yard after the Sale Date will be at the sole risk of the Buyer. The Buyer assumes all risk of loss or further damage to the Salvage Item once the Salvage Item has been paid for in full.

The Buyer must remove all of its awarded Salvage Items from the applicable salvage yard as follows:

Rural Items

Buyers have 5 days from a Salvage Auction date to pick up Salvage Items. For pickup hours, please contact the applicable storage facility for its hours of operation.



MPI is responsible for storage charges up to 5 days (end of day Monday) after the date that rural Salvage Items are sold. Any additional storage charges incurred after the 5-day period will be the sole responsibility of the Buyer.

Winnipeg Salvage Items

Salvage Items located at MPI's Salvage Yard will remain within MPI's Salvage Yard until removed by the Buyer or towing company. Once a Salvage Item has been paid for, the Buyer may access MPI's Salvage Yard to remove their purchase. MPI's Salvage Yard is open 24 hours per day, 7 days per week for the removal of Salvage Items.

The following applies to removal of Salvage Items from MPI's Salvage Yard:

- MPI's Salvage Office business hours: 8:30 a.m. – 4:30 p.m. (Monday to Friday);
- Buyers must attend the main security entrance to gain access into MPI's Salvage Yards;
- Buyers must adhere to the signage posted within MPI's Salvage Yard;
- All Salvage Items requiring towing (i.e. salvage vehicles) must be towed from MPI's Salvage Yard in accordance with *The Highway Traffic Act* (Manitoba) and *The Drivers Vehicles Act* (Manitoba);
- Buyers must remove their Salvage Items from the MPI Salvage Yard no later than 11:59 p.m. Central Standard Time on the first Monday following the sale. Failure to remove Salvage items by the deadline will result in storage and/or additional fees;
- Storage charges will be applied beginning the first Tuesday following the Sale Date and will be applied at a rate of **\$20.00 per day** until the Salvage Item is removed by the Buyer. Payment of storage charges can be completed in the Salvage Office during regular business hours; and



- Buyers are to ensure that MPI's Salvage Yard security has seen the "gate pass" document generated in the Buyer's profile after full payment is received ("**Gate Pass**") or bill of sale before a Salvage Item leaves MPI's Salvage Yard. If using a contract tower, Buyers must provide the contract tower with a copy of the Gate Pass or bill of sale in order to remove Salvage Items.

Rules While on MPI Property

The following rules must be followed while on MPI property:

- No smoking inside any buildings on MPI property.
- Buyers are expected to behave professionally and in a courteous manner when interacting with other Buyers, MPI employees and customers at all times.
- Drive slowly – watch for vehicle and pedestrians.
- Use headlights and emergency flashers at all times to increase your vehicle's visibility.
- Persons under the age of 18 must be supervised by a responsible adult at all times.
- Pedestrians – be aware of vehicle traffic at all times.
- Use extra caution when slippery conditions are present and be aware of uneven road surfaces.
- No climbing onto, under or on top of salvage vehicles.
- No boosting or starting of salvage vehicles.
- Comply with all posted speed limits and other signage.
- Follow the instructions of security staff.



- Alcohol, drugs or intoxication on the premises is prohibited.
- Tow truck operators must wear Class 2 high visibility apparel and activate lights on tow trucks at all times.
- Operating or driving salvage vehicles in MPI's Salvage Yard is strictly prohibited.
- Any illegal activity including theft, attempted theft, vandalism or tampering with vehicles, violence, threats or intimidation toward others will not be tolerated.
- Illicit buying or selling of salvage, or misrepresentation or fraud regarding any claim to MPI is strictly prohibited and will result in MPI refusing to complete the transaction for the purchase of a Salvage Item by the applicable individual or entity as determined in MPI's sole discretion.

Registration Disclaimer

In the event a Salvage Item has an active lien, Buyers are to contact MPI's Salvage Operations MPISalvage@mpi.mb.ca. MPI will endeavor to discharge any registered lien on purchased Salvage Items.

Suspension or Termination of Salvage Privileges

If any of the following occurs, MPI may, in its sole discretion, immediately terminate or suspend the Buyer's account upon providing notice to the Buyer:

- Poor purchase history: in past, the Buyer has failed to pay in full for awarded Salvage Items;
- Buyer reneges on purchase(s) of Salvage Items;
- Breach of these terms and conditions: the Buyer is in breach of any of these terms and conditions ; or
- Inappropriate or disrespectful behaviour: MPI is committed in providing a workplace that is free of disruptive conflict, such as, unlawful discrimination, harassment, disrespectful



behaviour or violence

The Buyer is responsible and liable for all actions and omissions of its own representatives (such representatives including but not being limited to: employees, contractors such as towers, agents, and other delegates). All representatives of a Buyer must comply with the applicable terms and conditions. Where such representatives breach the terms and conditions, MPI reserves the right, in its sole discretion, to suspend or terminate the Buyer's account and prohibit the Buyer from participating in future auctions.

Renegé Fees

If a Buyer reneges on a Salvage Item they have purchased, **an automatic suspension of a minimum of 1 week shall apply until the outstanding suspension and renege fees are paid**, as outlined below. If a Buyer has purchased multiple Salvage Items, the suspension and renege fee shall apply to each Salvage Item.

Occurrence	Charges
1 st occurrence	\$500 per Salvage Item, plus difference of the resale value if the Salvage Item sells for less at the next Salvage Auction.
2 nd occurrence	\$750 per Salvage Item, plus difference of the resale value if the Salvage Item sells for less at the next Salvage Auction.
3 rd occurrence	\$1000 per Salvage Item, plus the difference of the resale value if the Salvage Item sells for less at the next Salvage Auction.
4 th and additional occurrences	\$1000 per Salvage Item, plus the difference of the resale value if the Salvage Item sells for less at the next Salvage Auction.

Buyer Information

MPI will receive certain information about Buyers from IAA. *The Freedom of Information and Protection of Privacy Act* (“**FIPPA**”) and *The Personal Health Information Act* (“**PHIA**”) each impose obligations on MPI to collect, use, or disclose “personal information” and “personal health information”, as those terms are defined in FIPPA and PHIA (collectively called “**Personal Information**”), in the strictest of confidence, and in accordance with those Acts.



MPI takes the protection of Personal Information very seriously and maintains physical, electronic and procedural safeguards to protect Personal Information from unauthorized access.

What information will MPI receive?

- Buyer contact information
 - name and/or company name
 - address – residential and/or mailing
 - Notification e-mail and e-mail address used to register on Auction Center
- Buyer business information
 - Owner name, address, mailing address, telephone number
 - Owner driver licence information
 - GST/HST numbers
 - License information
 - Tax information
 - Registrant Identification Number (Ontario)
- IAA system information about Buyer
 - Bidder and Buyer number assigned to Buyer by IAA
 - Type of bidder
 - Buyer's jurisdiction
 - Buyer's preferred language
 - Date of Auction Center registration and registration renewals
 - Whether and when Auction Center received Buyer's registration package
 - Payment and fee information
 - Suspended status on IAA systems

Why will MPI receive this information?

- To facilitate auction sales of Salvage Items



How MPI will use the information?

- To facilitate auction sales of Salvage Items
- For Buyers that choose to finance their purchase of an MPI Salvage Item, information required to facilitate that financing will be shared with the applicable financing company.
- To facilitate the enforcement of requirements under *The Drivers and Vehicles Act* (Manitoba).

If you have questions about the collection and handling of your personal information by Manitoba Public Insurance, please contact the Manitoba Public Insurance Access and Privacy Coordinator at 204-985-8770 ext. 7384, or by mail at 702-234 Donald Street, Box 6300, Winnipeg MB, R3C 4A4.