



## **Exchange Now – Terms and Conditions**

Effective January 22, 2018

By purchasing vehicles from XCAR Inc. DBA BUY NOW INVENTORY.COM (hereto referred to as the “**Seller**”) under the EXCHANGE NOW program, you as the dealer customer, both individually and on behalf of your dealership, business or other entity, as the case may be (the “**Dealer**”), acknowledge and agree that

- A) the purchase and use of the Product will be subject to these terms and conditions
- B) in order to participate in the program, Dealer must agree to these Terms and Conditions
- C) Dealer has full authority to bind to these Terms and Conditions to any dealership, business or other entity for whom Dealer may be acting as a representative or agent.

### **EXCHANGE NOW PROGRAM**

The Exchange Now Program allows Dealers to return vehicles purchased from the Seller for a full credit of purchase price towards another vehicle purchase from the website [buynowinventory.com](http://buynowinventory.com) .

These Terms and Conditions govern Dealer’s participation in the program:

- A) Only vehicles originally purchased from BUY NOW INVENTORY.com are eligible for the exchange program.
- B) The window of time for exchanging a vehicle is between 49 and 56 days after the wholesale order purchase date.

- C) Vehicles must have less than 300 miles difference in the odometer reading compared to the original wholesale order.
- D) Vehicles being exchanged are subject to inspection by the Seller. Seller must agree that the vehicle is being returned in the same or better condition as originally received by the Dealer.

Damage or modifications to an exchanged vehicle may result in a deduction of the credit given to the Dealer, or total prohibition of the vehicle exchange.

- E) Transport fees for vehicles being exchanged under the program are payable by the Dealer.
- F) The Seller may prohibit the exchange of a vehicle if the Seller determines in its sole discretion that the Dealer or buyer has violated these Terms and Conditions or any other agreement with XCAR Inc DBA BUY NOW INVENTORY.COM or its Affiliates, or that there has been fraud or collusion on the part of Dealer and/or such Buyer.
- G) Dealer acknowledges that XCAR Inc DBA BUY NOW INVENTORY.COM is a private business and has the right to decline to do business with Dealer, buyer, or any other person at any time, or to refuse to offer or make available any Product to Dealer or any other person (including any buyer of a Dealer Vehicle) at any time, in its sole discretion.
- H) Dealer shall initiate all requests to exchange a Dealer Vehicle in writing via: [www.buynowinventory.com/dealereexchange](http://www.buynowinventory.com/dealereexchange)

Requests for vehicle exchanges cannot be made through a salesperson, employee or agent of the Seller.

- I) Upon completion of the exchange request, Dealer shall return the Dealer Vehicle to the Seller's facility at 7412 South 212<sup>th</sup> Street, Kent WA within twenty-four (24) hours.

J) For Dealers not located in the Seattle area, the Dealer may return a vehicle by delivering it to a Manheim Auction location in the greater United States, per the direction of the Seller, within 24 hours.

K) Dealer acknowledges and agrees that in the event of any dispute or disagreement with respect to the Product or any Dealer Vehicle, a CREDIT of the purchase price towards another purchase from BUY NOW INVENTORY Dealer shall be Dealer's sole and exclusive remedy.

Notwithstanding the foregoing, Seller shall not, in any event, have any obligation to exchange the purchase price for any Product to any third-party buyer of a Dealer Vehicle as a result of any dispute between Dealer and Seller.

L) Dealer will process the necessary paperwork to obtain clear title to the Dealer Vehicle and assign it to XCAR Inc or its designee prior to exchange of the Dealer Vehicle. Dealer will also cooperate in providing any other paperwork or signatures reasonably-requested by Seller to process a returned Dealer Vehicle and/or credit request.

M) Dealer represents and warrants that each Dealer Vehicle exchanged under these Terms and Conditions has clear title and is free and clear of any judgments, liens or citations, and the odometer reading on any Dealer Vehicle and the odometer statement related to such Dealer Vehicle is true and accurate in all respects.

N) Dealer acknowledges that Seller is not responsible for the reimbursement of transport costs or other out-of-pocket fees with respect to the Dealer Vehicle.

O) Dealer shall comply with all applicable federal, state, and local laws, rules and regulations relating in any way to vehicle sales and purchases.

P) **Participation** in the program is subject to purchasing a minimum of 10 vehicles monthly.

Q) **Fees** for participating in the program will be subject to the following tiered pricing.

10-14 vehicles purchased in a 7 day period    \$295 per vehicle

15-19 vehicles purchased in a 7 day period    \$245 per vehicle

20+ vehicles purchased in a 7 day period    \$195 per vehicle

R) In no event will XCAR Inc DBA BUY NOW INVENTORY.COM be liable to dealer or any third party (including any buyer of a dealer vehicle) for any special, indirect, punitive, consequential, or incidental damages, including, without limitation, lost profits, arising out of or related to these terms and conditions, under any cause of action, whether based on breach of contract, tort (including negligence), or any other legal theory, even if advised of the possibility of such damages.

S) **Right of Set-Off.** in the event that Dealer has failed to pay any Fees or other amounts owed to XCAR Inc or its Affiliates, XCAR Inc shall have the unconditional right to deduct and set-off such unpaid Fees or other amounts from any amounts that may become due or owing to Dealer.

T) **Governing Law/Venue.** These Terms and Conditions and performance hereunder will be governed by the laws of the State of Washington. The parties hereby agree that the sole jurisdiction and

venue for any action to enforce any arbitration proceeding, or any other litigation arising from or relating to these Terms and Conditions will be an appropriate federal or state court located in King County, Washington.

U) **Changes to Terms and Conditions.** Seller reserves the right to modify these Terms and Conditions from time to time and will post any such changes on the BUY NOW INVENTORY website. Dealer agrees that the purchase or use of any Product after such changes have been posted to the website will constitute Dealer's assent to any such changes.