

05/23/2013

As a registered buyer ("Buyer") through AAA Auto Sales Inc. ("AAA") you agree to be bound by the following Buyer Terms and Conditions. AAA reserves the right to amend Buyer Terms and Conditions at any time without prior notice to you.

**BY REGISTERING WITH AAA AUTO SALES INC., THE CUSTOMER  
ACKNOWLEDGES THAT THEY ARE REGISTERING WITH AND PURCHASING  
VEHICLES FROM AAA AUTO SALES INC. AND NOT FROM COPART**

**1. As a Buyer of AAA**, you will bid at Copart under our account and license. Registration includes a Bidder number and Password that can be used for online bidding at Copart. AAA will assist you in purchasing, transportation and shipping if needed. Buyer must be at least 18 years of age or older to register.

**2. Buyer's number and password** are for Buyer and Buyer only. You are responsible for your Login and maintaining the confidentiality of your Password. You agree your Login will only be used by you. Payment responsibility remains with you for all bids placed and accepted through your bidder number. Buyers are responsible for all bidding activity, including, without limitation, all Preliminary Bids and Virtual Bids submitted under Buyer's username and password through <http://copart.com> ("Copart") or through terminals located in kiosks at auction facilities. Buyer's account may not be transferred or assigned to any person or entity. In the event a Buyer's account, membership I.D., or username and password are used without authorization, Buyer shall be responsible for all bidding activity and charges incurred prior to AAA's receipt of written notice from Buyer of the unauthorized activity.

**3. ALL VEHICLES ARE SOLD "AS-IS WHERE-IS"**

All vehicles sold through Copart and are sold "AS-IS WHERE-IS", WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. AAA Auto Sales Inc. expressly cannot guarantee the accuracy or completeness of any and all information provided to the Buyer regarding vehicles, whether provided in written, verbal, or digital image form ("Vehicle Information"). Vehicle Information provided is for convenience only. The Buyer shall not rely on Vehicle Information in deciding whether or how much to bid on a vehicle offered for sale through Copart. AAA does not guarantee that keys are available for any vehicle sold through Copart, regardless of whether keys are present in online vehicle images, or were present in the vehicle prior to the time of purchase. Certain jurisdictions permit vehicles to be sold with missing VIN plates; as a result, AAA does not guarantee that vehicles are equipped with any or all VIN plates. Parts may be missing. It is the sole responsibility of the Buyer to ascertain, confirm, research, inspect, and/or investigate vehicles and any and all Vehicle Information prior to bidding on vehicles. The Buyer agree that vehicles are sold AS IS and are not represented as being in a road worthy condition, mechanically sound, or maintained at any guaranteed level of quality. The vehicles may not be fit for use as a means of transportation and may require substantial repairs and expense. Vehicles are sold as is with no warranty. Necessary repairs and part location are the Buyer's responsibility. Purchaser acknowledges that the vehicle is sold in damaged condition and has been declared a total loss in many cases. The vehicle may have hidden or latent damages and/or defects. It is the buyer's responsibility to have the car fully inspected. All sales prices exclude state taxes, license, title, and registration fees, as well as delivery charges.

**Please, note that for additional fee of \$ 25 bidders can visit the Copart facility and also pay the inspector to view the vehicle. We strongly recommend to inspect the vehicle prior the bidding.**

**4. Registration and transaction fees are as follows:**

- Registration fee is \$0 and good for the purchases in the first 14 calendar days. If you should need more than 14 calendar days, please contact AAA prior to the expiration of the 14 calendar days. You registration will be cancelled automatically if you don't renew it prior the expiration.

- Security deposit per vehicle purchase is \$400 minimum or 10% of bid whichever is greater. For example, \$400 for any bid up to \$4,000; and \$500 for a \$5,000 bid, etc
- The Buyer agrees to pay Company \$200.00 as a transaction fee for each vehicle purchased (if the price is not more than \$ 10,000), awarded and won at the auction due to bidding activity within Buyer's bidder account. Company reserves the right to modify the transaction fee at any time without notice. Please, contact AAA Auto Sales inc. before bidding if you are planning to bid more than \$ 10,000.
- NJ buyers are responsible for 7% sales tax, payable to our company
- The Buyer must be aware that there will be Copart buyer fees above the bid price. Copart fees will include but may not be limited to buyer fees, internet bid fees, and gate fees. Any and all purchasers must pay these fees. These fees are not regulated by AAA Auto Sales Inc.; they will be included in your final invoice from AAA Auto Sales Inc. It is the Buyer's responsibility to check Copart's fee schedule before bidding (you may find them at our website under "auction fees").

**5. Security deposit** must be paid at the time of Registration. The increased security deposit must be paid before the \$4,000 bid limit is raised. For example, if you want to bid \$9,500, you must contact AAA Auto Sales Inc. and make arrangements for an increased security deposit of \$950 (10% of bid limit). The security deposit cannot be used to pay for a vehicle either in part or in full. It is refundable at any time upon request (processing time is 7 days), provided that there are no unfinished transactions or pending payments in your account; however, it will be used to cover the Relist Fee and company fee in the event you win a vehicle and not pay for it. The Relist Fee is \$400 or 10% of the winning bid, whichever is greater.

**6. All bids are final.** Buyer bids cannot be retracted, deleted, changed or cancelled.

**7. Payment** for the won vehicle should be made directly to our company, including selling price, all auction fees, and a Transaction fee for our company's services (transportation or shipping fees if applicable). Payment is due within two business days including the day of the auction. Payment for vehicles may be made to AAA via wire transfer, cashier's check, cash or money order. Payments for vehicles made by PayPal, Google Checkout or any other merchant system will not be accepted. Buyers agree to be personally liable for payment of any cashier's check, money order, or check that is dishonored. In the event of a dishonored cashier's check, money order, or check, Buyer agrees to make payment within two (2) days after receipt of notice from AAA of a dishonored check, and to pay AAA NSF processing fee, and any and all collection costs including but not limited to, collection agency fees, and/or attorney's fees and court costs. If a vehicle and all applicable fees are not completely paid within 3 business days of purchase including the sale day, a late payment fee of \$ 50 per vehicle will be assessed. In addition, storage will begin to accrue on vehicles at the rate of \$ 20 per day after 7 days, including sale day. If the vehicle is not paid within 7 calendar days of purchase including the sale date, your account will be suspended, vehicle relisted and security deposit will be retained to cover all the applicable fees.

**8. Relist Fees.** In the event a vehicle is not paid for within the time specified by Company, Buyer agrees that AAA may, in its sole and absolute discretion, cancel the sale, relist the vehicle for sale. Buyer agrees to pay AAA the relist fee of \$400.00 USD or 10% of the sale price whichever is greater and AAA's transaction fee of \$200.00. Relist fee must be paid by wire transfer only. In the event Buyer fails to pay the relist fee by wire transfer, this fee will be taken from the Security Deposit paid in advance to AAA. Buyer will forfeit the security deposit and be responsible to pay a relist fee price, AAA's transaction fee, plus any collection costs, including court costs and reasonable attorney's fees. Buyer agrees to verify relist fees and relist dates prior to bidding on vehicles. Buyers causing excessive vehicles to be relisted are subject to suspension or revocation of their bidding privileges. Under some circumstances, after a Relist occurs, the auction is able to reverse the Relist. In the event it is possible, AAA's Reverse Relist fee will be applied.

**9. Transportation.** Buyer must make arrangements to remove vehicle from Copart's yards within 7 calendar days of purchase or ask AAA for help with transportation. Buyer may pick up purchased vehicle at his or her own discretion from the Copart facility once payment to Company has been made and received in full. However, Buyer agrees and acknowledges that NO vehicle whatsoever regardless of driving condition or title status may be driven prior to state inspection and or registration. **All vehicles must be towed or transported out of Copart. This statement serves as a non-driving affidavit.** AAA, at Buyer's request, shall ship any vehicle purchased by such Buyer from Copart domestically or internationally. AAA shall use reasonable efforts to pick up the vehicle from Copart's facilities within five (5) business days of the sale of the vehicle (if the vehicle is paid), to prevent incurrence of storage charges. In the event, AAA is unable to pick up the vehicle within said time period; Buyer agrees to pay \$20.00 per day as a storage fee. Buyer acknowledges and agrees that the AAA will use commercially reasonable measures to deliver the vehicle to the customer's specified location within the specified time. However, should this be not the case, Buyer understands and agrees that he or she may not hold AAA responsible or liable for delay of shipment, loss of keys, damages, or the theft of parts or the vehicle. Moreover, AAA specifically rejects, with the consent of the Buyer, any responsibility for the vehicle.

**10. All purchases and titles** will be made through AAA Auto Sales Inc. AAA reserves the right not to release any vehicle or vehicle title for any reason. All titles will be made out and mailed from Copart to AAA, and then AAA will reassign the ownership to the Buyer. Buyer must submit a valid copy of a government issued ID for AAA to reassign ownership to Buyer. Under no circumstances title ownership will be assigned to a person or entity different than the Buyer. Paperwork will be mailed to Buyer via Priority mail. Paperwork will be mailed only after all the fees are paid in full, and all necessary paperwork has been received from the Buyer.

**11. Registration Laws and Paperwork Disclaimer:** AAA Auto Sales Inc. does not guarantee that any vehicle sold can be legally registered in any state or country, and Buyer accepts all risks associated with variations in vehicle title and registration laws between states, provinces, and countries that may negatively impact the marketability of vehicles purchased. With respect to salvage registration, all salvage vehicles must be repaired and inspected in customer's home state before the vehicle can be registered and driven. Please refer to your local DMV for further information. AAA also is not responsible for defects, errors, or omissions related to Copart, motor vehicle department or department of revenue paperwork not processed by AAA, or made by DMV/MVD/DOR, or made by title clerk processing, or titles lost by mail. Duplicate title requests may assess processing fees.

**12. Buyer takes full responsibility** and assumes all risk of loss for all vehicles purchased from the time Copart accepts Buyer's bid. From and after acceptance of Buyer's bid (for vehicles located at a Copart facility) Buyer acknowledges that Copart is acting as bailee of Buyer's vehicle until such time as the vehicle is removed from Copart's premises. Buyer agrees that under the terms of the bailment, (1) Copart and AAA shall not be responsible for damage to or loss of the vehicle or parts thereof due to operational procedures in place at all Copart facilities, from acts of theft or vandalism, or acts of God; and (2) Copart and AAA shall not be responsible for any claim of damage, regardless of whether Buyer, or any person on Buyer's behalf such as Buyer's agents, employees, or representatives, pick up the vehicle. **Once a vehicle is removed from Copart's premises it is accepted AS-IS, and under no circumstances will AAA Auto Sales Inc. or Copart be liable for subsequent claims of damage or loss of any kind or nature Whatsoever.**

**13. The Buyer specifically agrees and acknowledges** that due to the non-cancelable and irrevocable nature of the sales transactions with the Company, no such credit card/PayPal authorization may be revoked or be subject to "charge-back." If the Buyer, for any reason, initiates dispute/chargeback, we will proceed with legal actions. And if the case decided in our favor, the Buyer will not get any refund, and his registration will

be revoked forever. Buyer will be held responsible for the reimbursement of any fees and losses incurred as a result of Buyer's failure to comply with any provision in these Term and Conditions.

**14. AAA reserves the right to deny or cancel** any membership, bid or any purchase for any reason whatsoever.

**15. It is the Buyer's responsibility** to contact AAA Auto Sales Inc. about issues and concerns before bidding.

**16. Buyers irrevocably and unconditionally waive and release their rights** (if any) to recover from Copart and AAA Auto Sales Inc., its directors, officers, employees, representatives, agents, subsidiaries, partners, and affiliates any and all damages, losses, liabilities, costs expenses, or claims therefore, whether direct or indirect, known or unknown, or foreseen or unforeseen, which may arise from or be related to bodily injury, property damage, or other occurrence which occurs on Copart or AAA Auto Sales Inc. premises. Buyers agree to indemnify, defend, and hold Copart and AAA Auto Sales Inc. harmless from any and all damages, losses, liabilities, costs or expenses (including attorneys fees), arising from claims made by Buyer for bodily injury or property damage occurring on Copart or AAA Auto sales Inc. premises. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL AAA Auto Sales Inc. BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS THAT RESULT FROM OR ARE RELATED TO THE SALE, DISTRIBUTION, USE OF, OR INABILITY TO USE, ANY VEHICLE, EVEN IF AAA Auto Sales Inc. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **SALE POLICIES**

**A. Bid Rejection.** Copart reserves the right to void bids for any reason, in Copart's sole and absolute discretion. Should a dispute arise regarding a bid, Copart is the exclusive deciding authority with sole and absolute discretion in resolving disputes. Buyers agree to indemnify, defend, and hold AAA and Copart harmless from any and all liability arising out of decisions made in resolving disputes.

**B. Sale Cancellation.** Copart may, in its sole and absolute discretion and with or without notice, postpone or a cancel a sale or withdraw a vehicle from a sale. AAA will neither have liability nor obligation to Buyers as a result of any vehicle withdrawal, or sale cancellation or postponement.

**C. Tie Bid Policy.** Virtual Bids prevail over Preliminary Bids of equal amount.

**D. Increment Bidding.** Increment bidding is an option available to Buyers using Preliminary Bidding that authorizes Copart to increase an entered maximum bid by one and only one increment in the event a Virtual Bidder ties your entered maximum bid. If your bid is the highest bid, then your bid will NOT be incremented. Example: You checked the increment bid box and bid \$5,000. Virtual Sale Bid is currently at \$5,000 (a tie with your bid - unfortunately, it happens). Your Preliminary Bid is placed next at \$5,100 (because you checked the increment bid box). The car sells to you at no more than \$5,100 or to Virtual Bidder for \$5,200 or more.

**E. BID4U.** Copart uses BID4U to make the bidding process easier and more efficient. Simply enter a Preliminary Bid representing the maximum price you are willing to pay for the vehicle and BID4U will bid on your behalf up to your maximum bid during both the Preliminary Bidding Period and the Virtual Sale. BID4U will only bid one increment over the current bid to maintain your position as the highest bidder. This allows you the possibility of purchasing a vehicle below your maximum bid. If a bidder with a higher maximum bid outbids you during Preliminary Bidding, you will be notified via email.

**F. On-Approval Vehicles.** Vehicles sold "On-Approval" will not be released to Buyers unless and until the auction notifies AAA of its acceptance of the high bid. "On-Approval" vehicles receive bid acceptance or rejection by 5:00pm the 2<sup>nd</sup> business day after the sale.