

01/25/2012

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. You will receive a buyer number and password to sign in to Copart.com. AAA will assist you in purchasing, transportation and shipping if needed.

2. Buyer's number and passwords 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. If at any time you suspect any illegal activity or use of your account, please contact AAA Auto Sales Inc. immediately.

3. **All vehicles are sold "AS IS, WHERE IS"**. Buyer is solely responsible for all purchases. AAA DOES NOT PROVIDE ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ANY VEHICLE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. The Company is unable to insure that all listings and descriptions of Vehicles on the Copart Site are complete and therefore expressly disclaims the accuracy or completeness of any information that is provided to Customers regarding the Vehicles. The Company also makes no representation as to the completeness of the condition of the Vehicle or whether any particular equipment related to the Vehicle, including keys and Vehicle Identification Number ("VIN") plates, is included. The decision of the Customer to bid on a Vehicle should not be based on nor rely on such information ("Vehicle Information"). Vehicle Information includes everything that is included in the Copart Site listing regarding the Vehicle. 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. 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 three 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.

5. Should Buyer renege on bid, the security deposit will be used to cover the Relist Fee, which is \$400 or 10% of the winning bid, whichever is greater. Buyer will lose registration deposit, and no longer be allowed to bid through AAA Auto Sales Inc. He will also be responsible for \$ 200 Company fee.

6. Registration and transaction fees are as follows:

- Registration fee is \$0 and good for the purchases in the first 30 calendar days. If you should need more than 30 calendar days, please contact AAA Auto Sales Inc. prior to the expiration of the 30 calendar days. The cost for each additional month of registration is \$ 25. Your 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

- Transaction fee is per vehicle purchased, \$ 200

- NJ buyers are responsible for 7% sales tax, payable to our company

7. Registration includes a Bidder number and Password that can be used for online bidding at Copart.

8. 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 increased security deposit up to \$ 750 can be paid by Paypal, otherwise by wire transfer only. The security deposit can not be used to pay for a vehicle either in part or in full. It is fully refundable at any time upon request (processing time is 72 hours), 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.

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

10. 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 "payment").

11. All purchases and titles will be made through AAA Auto Sales Inc. Paperwork will be mailed to Buyer via Priority mail. Paperwork will be mailed only after all the fees are paid in full. AAA Auto Sales Inc. reserves the right not to release any vehicle or vehicle title for any reason.

12. Buyer must be at least 18 years of age or older to register.

13. Buyer must make arrangements to remove vehicle from Copart's yards within 7 calendar days of purchase or ask AAA Auto Sales Inc. for help with transportation. If in that time period the vehicle has not been picked up, the Buyer will be considered to have forfeited all of its rights in the vehicle, and the vehicle will become the property of AAA. 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 after it has been delivered as to the location where it will be stored.

14. All bids are final. Buyer bids cannot be retracted, deleted or cancelled.

15. As a Buyer you agree to be bound by these Terms and Conditions. AAA Auto Sales Inc. reserves the right to change Terms and Conditions without any notice. Should Buyer have questions and issues, it is the Buyer's responsibility to contact AAA Auto Sales Inc. before bidding .

16. Registration Laws 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.

17. 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 Auto Sales Inc. 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 Auto Sales Inc. 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.

17. The Customer 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."

18. The company reserves the right to deny or cancel any membership, bid or any purchase for any reason whatsoever.

19. 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.