



## **ADVANCE MOTORS LLC BUYER TERMS AND CONDITIONS** *Last updated on: May 13, 2011*

As a registered buyer ("Buyer") with Advance Motors LLC ("Company") you agree to be bound by the following Buyer Terms and Conditions. Company reserves the right to amend Buyer Terms and Conditions at any time without prior notice to you. Unless otherwise stated, all fees are quoted in U.S. Dollars.

**BY REGISTERING ADVANCE MOTORS LLC, THE CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT IT IS REGISTERING WITH AND PURCHASING VEHICLES FROM ADVANCE MOTORS LLC AND NOT FROM COPART.**

### **I. DISCLAIMERS**

A. Vehicle Condition and History Disclaimer.

#### **ALL VEHICLES ARE SOLD "AS-IS WHERE-IS"**

All vehicles sold/bought through Company are sold/bought **"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.** The term "Vehicles" shall mean all items posted for sale on Copart or Company's Website or purchased from any auction through Company, including but not limited to cars, trucks, motorcycles, boats, jet skis, industrial equipment, homeowners salvage, trailers, RV's, etc. Company and its vehicle suppliers expressly disclaim the accuracy or completeness of any and all information provided to Buyers regarding vehicles, whether provided in written, verbal, or digital image form ("Vehicle Information"). Vehicle Information provided by Company and its vehicle suppliers is for convenience only. Buyers shall not rely on Vehicle Information in deciding whether or how much to bid on a vehicle offered for sale through Company. Vehicle Information includes but is not limited to: year, make, model, condition, ACV, damage amount, damage type, drivability, accessories, mileage, odometer disclosures, vehicle identification number (e.g. "VIN", "HIN", and serial number), title, repair cost, repair history, title history, and total loss history. Company expressly disclaims any and all representations, warranties, and guarantees regarding vehicles sold through a Copart facility. Company does not guarantee that keys are available for any vehicle sold through a Copart facility, 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, Company does not guarantee that vehicles are equipped with any or all VIN plates. Parts may be missing. Company does not guarantee that vehicles meet or can be modified to meet local emission and/or safety requirements. **It is the sole responsibility of Buyer to ascertain, confirm, research, inspect, and/or investigate vehicles any and all Vehicle Information prior to buying the vehicle.** Buyer agrees 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 at my expense.

B. Registration Laws Disclaimer. Company does not guarantee that any vehicle bought 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 through Company.

C. DMV/MVD/DOR Paperwork Disclaimers. Company is not responsible for defects, errors, or omissions (i) related to motor vehicle department or department of revenue paperwork not processed by Company, or (ii) made by DMV/MVD/DOR.

## II. 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 Copart and Company 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. Company 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 Company 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 Company of its acceptance of the high bid. "On-Approval" vehicles receive bid acceptance or rejection by 5:00 p.m. the day after the sale.

G. Vehicle and Title Release. Company reserves the right not to release any vehicle or vehicle title for any reason.

H. Bids Entered. Once a bid has been submitted, it cannot be retracted, deleted, or cancelled.

I. Risk of Loss. Buyer takes full responsibility and assumes all risk of loss for all vehicles purchased from the time auction accepts Buyer's bid. From and after acceptance of Buyer's bid (for vehicles located at Copart facility) Buyer acknowledges that auction 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) Company and Copart 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) Company and Copart shall not be responsible for any claim of damage made after the vehicle has left Copart's premises, 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 Company or Copart be liable for any claims of damage or loss of any kind or nature whatsoever.**

J. Import/Export Issues. It is the responsibility of the Buyer to comply with customs import procedures applicable to foreign title vehicles. Customs inspection, import fees and proof of emissions compliance may be required.

### III. MEMBERSHIP

A. Membership Eligibility. Membership as a registered Buyer with Company is open to individuals 18 years of age and older. In addition, yard-specific requirements and applicable laws, regulations, and restrictions may further limit Buyer registration and vehicle purchasing eligibility. Company reserves the right to deny membership privileges to any individual or entity, in its sole and absolute discretion.

B. Registration. Buyers must complete the buyer registration form, and pay a one-time nonrefundable registration fee. 1). 30 day registration is FREE and is valid for 1 vehicle purchase. 2). Yearly membership is \$75 USD and is valid for unlimited purchases. Yearly membership must be renewed at the beginning of each calendar year by paying a nonrefundable membership renewal fee of \$75 USD and submitting any information regarding change of name or address. Buyers must submit a valid copy of their driver's license or passport at the time of registration. Company reserves the right to change registration and renewal fees at any time without notice.

C. Security Deposit. Buyer must maintain the security deposit with Company at minimum of \$400 USD at all times. The security deposit enables Buyer to bid up to \$4,000 USD and be the current high bidder on 1 vehicle count at a time. If Buyer wishes to bid an amount higher than the security deposit, Buyer must submit \$100 USD for each additional \$1,000 USD of desired bid allowance. If Buyer wishes to be bid on more than 1 vehicle count at a time, Buyer must submit an additional \$400 USD security deposit for each vehicle count he wants to bid on. The option of bidding on more than 1 vehicle count at a time is only available to unlimited vehicle purchase membership. Company will return the security deposit upon Buyer's written request if all invoices have been paid, but Buyer's account will be permanently suspended. In the event Buyer fails to pay any invoice and the debt becomes uncollectible, Company will use the security deposit to satisfy the debt. Company reserves the right to raise the security deposit for any Buyer for any reason, in its sole and absolute discretion.

D. Account Activity. 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 Company's website 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 Company's receipt of written notice

from Buyer of the unauthorized activity.

E. Compliance. Buyers shall comply with all applicable laws, statutes, ordinances, and regulations regarding their use of Company's services.

F. Membership Revocation. Company reserves the right to suspend or revoke the membership of a Buyer for any reason, at any time in its sole and absolute discretion. Suspension of membership in Company or any place Company utilizes may be applied for any of the following reasons including but not limited to, improper or unprofessional conduct on Company's website, on any website affiliated with Company, through any electronic format, through any non-electronic format, non-payment of contracted agreements, or any other reason Company or its affiliates deem applicable to membership suspension for a period of time to be determined by Company.

G. Release of Liability and Indemnification. Buyers irrevocably and unconditionally waive and release their rights (if any) to recover from Copart and Company, their respective 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 Company's premises. Buyers agree to indemnify, defend, and hold Copart and Company 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 Company's premises. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL COMPANY 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 COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Buyers and guests who are California residents waive California Civil Code §1542, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

H. Marketing and Promotional Materials. Buyers agree they have affirmatively requested to receive marketing and promotional materials via mail, e-mail, and facsimile.

#### **IV. PAYMENTS AND FEES**

A. Payments for Vehicles. All payments for vehicles bought through Company are due by 5:00 pm the next business day of the sale date. In the event the payment is not received within the allotted time, a late payment fee of \$50 USD will be added to each item bought. In the event the payment is not received within seven business days of the sale date, the Buyer shall be considered to have forfeited its full security deposit and Company shall have the right to relist the vehicle. Payment for vehicles may be made via bank wire transfer, direct deposit, cashier's check, money order or in cash at Company's office. Payments for vehicles made by PayPal, major credit cards or any other merchant system are not accepted. Acceptance of company checks is subject to prior approval by Company. Buyer agrees to be personally

liable for payment of any bank wire transfer, direct deposit, cashier's check, money order, or check that is dishonored. In the event of a dishonored bank wire transfer, direct deposit, cashier's check, money order, or check, Buyer agrees to make payment within two (2) days after receipt of notice from Company of a dishonored check, and to pay Company's 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.

B. Transaction Fee. All vehicles purchased, awarded and won at the auction due to bidding activity under Buyer's bidder account are subject to a \$200 USD transaction fee for each item purchased, awarded and won at the auction.

C. Storage Fee. All vehicles not removed from Copart's facilities within five (5) business days of sale are subject to a storage fee of \$20 USD per day. If a vehicle is not picked up from Copart's facilities within 20 days of purchase, the vehicle may be removed from the Copart's facilities to one of Company's facilities. The Buyer will be responsible for all towing charges, as well as any storage charges that may accrue that day onward. Buyer will have ten (10) days to pick up the vehicle from Company's storage facilities. If in that time period the vehicle has not been picked up and the towing and storage charges have not been paid, the Buyer will be considered to have forfeited all of its rights in the vehicle, and the vehicle will become the property of Company.

D. Sales Tax Indemnification. Buyers purchasing vehicles from Company at wholesale pursuant to a sales tax exemption certificate agree to indemnify, defend, and hold Company harmless from any and all sales tax assessments, fines, penalties, damages, and costs, including attorneys fees, incurred as a result of a determination by taxing authorities that the transaction was subject to the payment of sales, use, or excise tax.

E. Relist Fees. In the event a vehicle is not paid for within the time specified by Company, Buyer agrees that Company may, in its sole and absolute discretion, cancel the sale, relist the vehicle for sale. Buyer agrees to pay Company the relist fee of \$400 USD or 10% of the sale price and Company's transaction fee of \$200. Buyer will forfeit the security deposit and be responsible to pay a relist fee price, Company's transaction fee, plus any collection costs, including court costs and reasonable attorney's fees. Relist fees may vary by facility. 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.

F. Unpaid Fees and Priority of Application of Payments. Payments made by Buyer to Company will be applied in the following order: first towards any unpaid fees (including but not limited to Buyer, convenience, storage, loading/gate, late payment, relist, transaction and delivery fees), then towards payment of any vehicles purchased by Buyer. For example, if Buyer makes a payment of \$1,000 USD, but has outstanding relist fees of \$400 USD, Company shall apply the first \$400 towards the unpaid relist fees, with the remaining \$600 USD applied towards payment for vehicles. Buyer agrees that Company has no duty to release vehicles or vehicle titles until all unpaid fees are paid in full.

G. Refunds. Refund is defined as the transfer of funds pertaining only to a Security Deposit from Company to the registered Buyer of Company's website and is susceptible to the following requirements: 1. Buyer has not won the sale specified by the bid placed. 2. The date of the auction has passed. 3. Buyer specifically requests a refund through Company's website from the My Account page. The refund request has been verified as valid by Company. Allow up to 10 business days for all refund processing. Registration Fees are Non-Refundable.

#### **IV. MISCELLANEOUS**

A. Forum Selection, Venue, Jurisdiction, Choice of Law, and Service of Process. Buyer acknowledges and accepts the following as express conditions to membership with Company: This Agreement together shall be governed by the laws of the State of Oregon without reference to the principles of conflicts of law. Each party hereby irrevocably submits to the jurisdiction of the courts of the State of Michigan, sitting in Grand Traverse County, and the courts of the United States for Michigan. Buyer consents to the service of process by certified or registered mailing of the summons and complaint to the last address provided by Buyer to Company. Buyer consents to the forum selection, choice of law, jurisdiction, and venue provisions described above.

B. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term or provision.

C. Integration. This Agreement is the entire and sole agreement of the parties hereto with respect to its subject matter. There have been no representations, warranties, or promises outside of the Terms and Conditions.