

Last Update 05/21/2010

Alpine Auto Gallery LLC

Bidders Terms and Conditions for Alpine Auto Gallery

Alpine Auto Gallery LLC is a licensed, bonded and Insured New Jersey Auto Dealer. Our objective is to assist the first time buyers in purchasing salvage vehicles directly from the source. There are many rules and regulations that change from state to state and country to country. With over 20 years in the salvage business we can walk you through the different salvage laws and rebuilding process to the best of our ability.

BY REGISTERING WITH ALPINE AUTO GALLERY LLC, THE CUSTOMER ACKNOWLEDGES THAT IT UNDERSTANDS THAT IT IS REGISTERING WITH AND PURCHASING VEHICLES FROM ALPINE AUTO GALLERY AND NOT FROM COPART.

We offer nationwide transportation service as well as International Container service to all major ports at very competitive prices. Our customer service is unsurpassed in the Auto Industry. Alpine Auto Gallery makes no representation as to the condition or roadworthiness of any vehicle purchased from Alpine Auto Gallery. Please contact us with any questions or concerns about any vehicle prior to bidding. All questions, payments and concerns should be directed to Alpine and not Copart. Under no circumstances should you contact Copart with any questions, concerns or payments. You are bidding at Copart through our license and are not registered directly with auction. All payments have to be made to Alpine.

All vehicles are sold "AS IS-WHERE-IS". Bidders have the option to personally inspect the vehicles the day before the auction (gate pass fee \$25). We can provide detailed inspections at an additional cost, usually about \$200. All vehicles must be towed from any Copart facility. No driving of salvage vehicles from any facility or prior to repairs and salvage inspection.

We suggest that all Bidders contact their specific DMV to determine each states salvage laws, rules, and regulations. No Salvage vehicle may be driven on the road prior to repair or inspection by the appropriate salvage inspection agency based on final jurisdiction. All vehicle removal or transportation is at buyers expense(see Transportation section for pricing). Transportation of a vehicle purchased at an auction is solely the responsibility of the buyer. Alpine Auto Gallery LLC can only assist with the transportation of the vehicle but all costs and expenses are the obligation and responsibility of the purchaser.

All Bidders - If the vehicle was sold subject to approval, the seller has up to 48 hours to approve or reject any and all bids. Once Alpine Auto Gallery LLC has been notified that the bidder has won the vehicle, the bidder has 48 hours to make payment to Alpine Auto Gallery LLC by Bank certified funds, wire transfer or cash in person(best method is wire transfer). Upon confirmation that payment has been credited to our bank account, the bidder will receive instructions via e-mail on how to take possession of the vehicle. The vehicle will not be released to the bidder until full payment is received by Alpine Auto Gallery LLC. The bidder is responsible for any

transportation fees, delinquent DMV fees, storage fees and all Copart fees and our commission before the vehicle will be released.

Non-payment of a vehicle within the 48 hours may result in a loss of the full bid deposit and loss of bidding privileges. A late fee of \$50 will be applied by the auction if payment is not received within 48hrs from the date the vehicle is awarded and placed on the account.

U.S. RESIDENTS: ALL SALVAGE VEHICLES MUST BE FULLY REPAIRED AND INSPECTED IN YOUR HOME STATE BEFORE THEY CAN BE REGISTERED. PLEASE CHECK WITH YOUR LOCAL DMV TO SEE WHAT THE PROCEDURE IS.(Stay away from Bills of sale ,junk titles and certificate of destruction)

New Jersey residents will be responsible for local sales tax of 7% on all purchases

INTERNATIONAL BUYERS:

WE ARE NOT FAMILIAR WITH CUSTOMS LAWS IN YOUR COUNTRY. THAT IS THE RESPONSIBILITY OF THE BUYER.(Vat tax and EU tax are paid in the final destination if applicable)

Pickup and storage

Immediately after bid approval, bidders have two business days or 48 hours free storage to pick up the vehicle. , \$20.00 a day storage fee will be charged by Copart for every day the vehicle remains on site. Auctions are closed on weekends. All fees, including late fees must be paid before picking up vehicle. If vehicle is not picked within 5 business days, the vehicle may be re-listed which will result in loss of initial security deposit of \$400. For bids “on approval”, the seller has 48 hours to approve the bid. The payment and storage is not incurred until the bid is approved.

Bidder Fee Schedule

Security Deposit - \$400.00 OR 10% of your bid amount which ever is greater.(this limits you to bid to the maximum of 10% of your security deposit. You can increase this limit by adding additional deposit of \$100 for every \$1000 of increased limit)

Alpine Auto Gallery LLC Registration Fee- \$0.00

Winning Bid Fees (due close of next business day, you will be emailed an invoice)

Winning Bid Amount (\$Variable)

PLEASE READ!! AUCTION FEES – Please see the Buyer Fee schedule located within the copy of our Terms and Conditions located on our website.

Alpine Transaction Fee - Greater of \$200.00 or 5% of winning bid amount plus Copart fees

NEW Jersey residents are subject to local sales tax of 7%

Re-list Fee -

In the event a buyer reneges on a vehicle, buyer agrees to pay ALPINE AUTO GALLERY LLC

A re-list fee of \$400 or 10% of sale price, whichever is greater. This fee will be taken from your Security Deposit paid in advance, to ALPINE AUTO GALLERY. Buyer is also responsible for any and all collection costs, including attorney fees and court costs. Bidding privileges will be suspended until payment has been received. Initial registration fee is not refundable as well as All renege fees on a vehicle.

Deposit-

If a buyer decides to end their registration with ALPINE AUTO GALLERY, the deposit will be returned if no bids have been reneged on and account is in good standing with no fees due .FINAL INVOICE WILL BE EMAILED . Please allow two weeks for processing fees.

Bidder Number or Password

Account Responsibility - You will receive a Copart Online Bidding Login ID ("Login") and a password ("Password"). You are responsible for your Login and maintaining the confidentiality of your Password. The Bidder should not give out their Bidder Number or Password. You agree your Login will only be used by or disclosed by you to any other duly authorized employees/agents on your account. Payment responsibility remains with you for all bids placed and accepted by you. You agree to immediately notify Alpine of any unauthorized use of your Login or any other potential or actual breach of System security. The bidder number is valid for 1 year (based on calender year) and must be renew every year for \$100. If the bidder number has a 60day period of no activity it will be revoked and issued to new bidder. You will need to obtain a new number if you decide to bid again in the future. Contact us if you have any concerns or are not clear about any fees or our terms and conditions.

ALPINE AUTO GALLERY LLC TERMS AND CONDITIONS

THE USE OF THE ALPINE AUTO GALLERY WEBSITE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS. YOUR USE OF THIS SITE SHALL BE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, PLEASE DO NOT USE THIS SITE. IF YOU HAVE ANY QUESTIONS ABOUT THESE TERMS, PLEASE CONTACT US AT ALPINECARS@ATT.NET.

GENERAL USE AND RESTRICTIONS:

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THIS SITE IS PROVIDED TO YOU ON AN "AS IS" AND "WHERE-IS" BASIS, WITHOUT ANY WARRANTY. ALPINE AUTO GALLERY AND ITS AFFILIATES, FOR PROVIDING MATERIALS, SERVICES, OR CONTENT TO THIS WEBSITE, ALPINE MAKE NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE SITE INCLUDING BUT NOT LIMITED TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIAL, INFORMATION, PRODUCT, OR SERVICE CONTAINED ON THE SITE. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. ALPINE AND ITS AFFILIATES WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING FROM OR CONNECTED WITH THE SITE, INCLUDING BUT NOT LIMITED TO, YOUR USE OF THIS SITE OR YOUR INABILITY TO USE THE SITE, EVEN IF ALPINE AND ITS AFFILIATES HAVE PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

REMEMBER: ALPINE is merely offering the buyer the ability to bid directly at the Copart Salvage Auctions. We can not guarantee, verify, warrantee information about the products at the auction . Please call with any questions prior to bidding. Any person bidding and not completing

the transaction will be subject to forfeiture of their deposit of \$400 or 10% of the winning bid which ever is greater.

INACCURACIES OR ERRORS The descriptions, pictures and other representations of products on this site may contain inaccuracies and/or errors. ALPINE and its affiliates do not make any warranty or representation with respect to the accuracy or completeness of any such information.

You acknowledge that prices and availability of products, descriptions of which are provided on this site may change without notice to you at any time pursuant to the sole discretion of Alpine or the respective auction..

Risk of Loss.

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 auction's premises. Buyer agrees that under the terms of the bailment, (1) ALPINE 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 auction facilities, from acts of theft or vandalism, or acts of God; (2) ALPINE shall only be responsible for damage to or loss of the vehicle or parts thereof caused by the direct willful or grossly negligent act or omission of ALPINE; and (3) ALPINE shall not be responsible for any claim of damage made after the vehicle has left at auction's premises, regardless of whether transporter picking up the vehicle. Once a vehicle is removed from Copart's premises it is accepted AS-IS, and under no circumstances will Copart or ALPINE be liable for subsequent claims of damage or loss of any kind or nature whatsoever

Import/Export Issues. It is the responsibility of the buyer to comply with U.S customs import/export laws and procedures applicable to foreign title vehicles. Customs inspection, import fees and proof of emissions compliance may be required. Please contact your local government for more details.

Vehicle Condition and History Disclaimer.

ALL VEHICLES ARE SOLD "AS-IS WHERE-IS" All vehicles sold through Alpinesalvage.com 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. Alpine and its affiliates 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"). Buyers shall not rely on Vehicle Information in deciding whether or how much to bid on a vehicle offered for sale through Alpine Auto Gallery. Vehicle Information included but is not limited to: year, make, model, condition, ACV, damage amount, damage type, drivability, accessories, mileage, odometer disclosures, vehicle identification number ("VIN"), title, repair history, title history, and total loss history. Alpine and/or its affiliates expressly disclaim any and all representations, warranties, and guarantees regarding vehicles sold through the Alpine website. Alpine and its affiliates do not guarantee that keys are available for any vehicle sold

regardless of whether keys are listed as available or displayed online with the 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, and as a result Alpine does not guarantee that vehicles are equipped with any or all VIN plates. Alpine does not guarantee that vehicles meet or can be modified to meet local emissions and/or safety requirements. It is the sole responsibility of Buyer to ascertain, confirm, research, inspect, and/or investigate vehicles and any and all information regarding the type, condition, status, and history of vehicles prior to bidding on them.

Registration Laws Disclaimer. ALPINE and its affiliates do not guarantee that any vehicle sold can be legally registered in any state or country. 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 Alpine.

TERMS OF USE REVISIONS: Alpine may revise these Terms and Conditions at any time without prior notice by updating this posting. Your continued use of the Site after such a modification will constitute your acceptance of such revised Terms and conditions.

APPLICABLE LAW AND CHOICE OF FORUM Any action related to these Terms will be governed by the laws of the State of NEW JERSEY, without regard to the choice or conflicts of law provisions of any jurisdiction. You agree to submit to the jurisdiction of the courts located in the State of NEW JERSEY, for the resolution of any and all disputes arising from or related to these Terms and conditions and/or your use of this Site or our bidding service. You, the customer, hereby agree that any and all litigation related to Alpine and/or its affiliates shall be litigated only in New Jersey Courts under the laws of same.

UNAUTHORIZED ACTIVITIES Submissions and unauthorized use of any materials contained on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity, certain communications statutes and regulations and other applicable laws and regulations. You alone are responsible for your actions or the actions of any person using your user name and/or password. As such, you shall indemnify and hold harmless ALPINE AND ITS AFFILIATES, and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from any and all claims against any and all costs, damages, liabilities, and expenses (including attorneys' fees) incurred in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party if your use of the Site or the use of the Site by any person using your user name and/or password violates any applicable law or regulation, or the rights of any third party. User shall not Contact Copart or any of its facilities or employees with any questions or concerns about any vehicle, bid or fees and payments. All payments shall be made to Alpine Auto Gallery Directly.(Please see fee structure for exact details).

OUR SERVICES ARE AVAILABLE ONLY TO YOU, AND MAY ONLY BE USED BY INDIVIDUALS WHO CAN FORM LEGALLY BINDING CONTRACTS UNDER APPLICABLE LAW. WITHOUT LIMITATIONS, OUR SERVICES ARE NOT AVAILABLE TO MINORS (PERSONS UNDER THE AGE OF 18) OR TEMPORARILY OR INDEFINITELY SUSPENDED ALPINE AUTO GALLERY LLC MEMBERS.

IF ANY PROVISION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, SUCH PROVISION SHALL BE STRUCK AND THE REMAINING

PROVISIONS SHALL BE ENFORCED. YOU AGREE THAT THIS AGREEMENT AND ALL INCORPORATED AGREEMENTS MAY BE AUTOMATICALLY ASSIGNED BY ALPINE AND ITS AFFILIATES.