

Last updated 01/01/2011

Set forth below is terms and conditions required by Auto & Ship (the "Company") in connection with your purchase of any vehicle. The terms and conditions set forth below are in addition to the terms set forth on the Company's website and any other document entered into between you as buyer ("Customer") and the Company as seller.

1. Registration Procedures:

The Company is a Registered Broker of Copart, Inc. ("Copart") and as such is authorized to purchase vehicles listed on the Copart website located at www.copart.com ("Copart Site"). When used herein, Vehicle shall mean any car, truck, motorcycle, personal watercraft or other vehicle posted for sale on the Copart Site. The Company affords its Customers the opportunity to bid on and purchase selected Vehicles. Upon your registration with the Company and payment of the Company's One- Vehicle Registration fee of \$0.00 for 14 days or Annual registration unlimited vehicle purchases Of \$125.00 and Security Deposit, as defined below, you will be issued a unique Auto & Ship user name and password which will allow you to access the Copart Site and begin to bid.

2. Security Deposit Procedures:

The Security Deposit serves two purposes. First, it is the basis under which you are permitted to bid on the Copart Site up to the bidding limit you agreed to upon your registration. Second, it provides security to the Company in the event you default on payment for a Vehicle. The Security Deposit is not to be used towards the Purchase Price of any Vehicle unless the customer wishes to close the account. The minimum Security Deposit is \$400.00 and is based on a 1 car / \$4000 bid limit. The customer can raise their bid limit by increasing the security deposit to 10 % of a negotiated new bidding limit. This can be done by going to your account in autoandship.com and click on increase my bidding limit or contact an Auto and Ship representative.

The Registration Fee and the Security Deposit must be paid by credit card at the time of your registration as a Customer of the Company. Subsequent increases in security deposit above \$600.00 must be paid by wire transfer. The Registration Fee must be renewed annually; it is non-refundable and your registration may not be assigned or transferred. In the event that you do not purchase a Vehicle and no longer intend to use the Company's services, you may request, via email, the return of your Security Deposit in full. Upon the request to close your account, your user name and password will be cancelled and deactivated. However, in the event you win a vehicle and choose not to make payment, you understand and agree to pay the company the relist fee of \$400.00 or 10% of the sale price, whichever is greater and a \$350 transaction fee. This fee will be taken from your security deposit paid in advance to Auto and Ship. Therefore, you understand and agree that all or a portion of the security deposit shall automatically be forfeited without further action or notice of any kind.

3. Shipping Procedures

International Shipping:

a. Given the nature of export transactions as being exempt from state and federal taxes. The Customer hereby appoints the Company to be his or her sole and exclusive ground shipper of the Vehicle so that the Company can control the shipping process and insure the vehicle left the country. The Company will provide a quote to the Customer of the anticipated shipping charges within one day of the Purchase Date.

b. Further, the Customer acknowledges that the Company will use commercially reasonable efforts to have the Vehicle picked-up from the Copart facility within six days of the Purchase Date so that the Customer does not incur storage charges. However, the Company does not guarantee that this will be possible and in the event that the Vehicle is not picked up on the 5th day, the Customer agrees to pay a \$20.00 per day storage fee.

c. The Customer agrees to pay, in advance, the shipping cost and any other fees incurred by the Company, including but not limited to, any loading fee, storage fees, export documentation, or a key-service fee. Customer further agrees that ocean freight prices cannot be guaranteed and are subject to change as market prices fluctuate or other unforeseeable conditions or situations may arise.

d. The Customer acknowledges and agrees that the Company will use commercially reasonable measures to deliver the Vehicle (s) to the customer's ocean freight carrier in the same condition as it was on the Purchase Date and within the specified time. However, should this be not the case, the Customer understands and agrees that he or she may not hold the Company responsible or liable for delay of shipment, loss of keys, damages, or the theft of parts or the Vehicle. Moreover, the Company specifically rejects, with the consent of the Customer, any responsibility for the Vehicle after it's delivered as to the location where it will be stored.

e. Upon the delivery to the Customer of the ocean freight quote, the Customer agrees that the Company and the Customer will operate under the INCOTERM FCA.

Domestic Shipping:

a. The Customer may pick up purchased vehicle at his or her own discretion from the Copart facility once payment has been made in full. However, Customer agrees and acknowledges that NO vehicle whatsoever regardless of driving condition or title status may be driven prior to state inspection and or registration. **This statement serves as a non-driving affidavit.**

b. If the Customer appoints the Company as the shipper, the Customer acknowledges that the Company will use commercially reasonable efforts to have the Vehicle picked-up from the Copart facility within five days of the Purchase Date so that the Customer does not incur storage charges. However, the Company does not guarantee that this will be possible and in the event that the Vehicle pick-up is delayed, the Customer agrees to pay a \$20.00 per day storage fee.

c. The Customer agrees to pay, in advance, the shipping cost and any other fees incurred by the Company, including but not limited to, any loading fee, storage fees, or a key-service fee.

d. The Customer acknowledges and agrees that the Company will use commercially reasonable measures to deliver the Vehicle (s) to the customer's specified location in the same condition as it was on the Purchase Date and within the specified time. However, should this be not the case, the Customer understands and agrees that he or she may not hold the Company responsible or liable for delay of shipment, loss of keys, damages, or the theft of parts or the Vehicle. Moreover, the Company specifically rejects, with the consent of the Customer, any responsibility for the Vehicle after it's delivered as to the location where it will be stored.

4. Consultation Services:

We recommend that the customer take advantage of our consultation service prior to bidding on vehicles, however, it's up to the customer to request advice or consultation. If you're interested, please contact your account rep.

A consultation can be used by the Customer to obtain an opinion of the Company as to a Vehicle condition, a price evaluation, parts quote, and for information related to shipping or export regulation. Furthermore, the Customer acknowledges that consultations are merely opinions and that the Company gives no representation or warranty of any kind as to the accuracy or completeness of any such consultation.

The customer may request the company to bid on their behalf. The fee for this service is \$500.00 and includes consultation.

5. Vehicle Disclaimers:

a. All Vehicles are sold by the Company **AS IS** and **WHERE-IS. THE COMPANY 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.

b. It is the sole responsibility of the Customer to take all steps and measures necessary to evaluate the Vehicle and to research, inspect and investigate the Vehicle and its title history.

c. The Company does not make any representation or warranty whatsoever that the Vehicle will be eligible to be titled in any State or Country. All repairs to the Vehicle, including those that may be necessary to permit delivery or pick-up of the Vehicle are the sole responsibility of the Customer.

6. Terms of Purchase Procedures:

a. All purchases must be paid to Company by the Customer by a wire transfer ONLY within two (2) calendar days of the Purchase Date. Upon purchase, the company shall make the Copart vehicle invoice (s) which includes all of Copart's fees pertaining to that purchase available to the customer. Please refer to Copart fees in the copy of our Terms on our website.

b. All Customers agrees to pay a \$350.00 per vehicle transaction fee. If payment is not made to the company within or before 2 calendar days of the purchase date, the customer agrees to pay a \$50.00 late fee.

c. If the Customer does not make the payment on or before the 10th day after the Purchase Date, the Customer acknowledges that the Security Deposit and any interest to the Vehicle shall automatically be forfeited by Customer.

d. ALL SALES ARE FINAL. All bids and offers to purchase Vehicles are irrevocable and may not be cancelled by the Customer. Except as specifically described herein with regard to the Security Deposit, the Company will not issue any refund or credit and will not accept the return of any Vehicle for any reason whatsoever. All risk of every kind, including as to condition and title, pass to the Customer immediately and without further act or documentation upon payment for the Vehicle by Customer. See paragraph 9 below.

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

f. 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 authorization may be revoked or be subject to "charge-back."

g. All sales and use taxes are the sole responsibility of the Customer. In connection therewith, the Customer agrees to indemnify and hold harmless the Company for any and all damages and claims related to tax assessments, fines, penalties, and costs resulting from a claim of exempt tax status by the Customer.

h. With respect to salvage registration, all salvage vehicles must be repaired and inspected in customer's home state before the vehicle can be registered. Please refer to your local DMV for further information.

i. Company does not guarantee that any vehicle purchased can be registered in the customer's state or any state in the United States. Customer accepts all risk associated with titling, inspection (s) and registration laws between states that may negatively impact the client's investment.

j. All issues related to the import or export of the Vehicle is the responsibility of the Customer who shall also insure compliance with inspection, customs and emissions requirements, if any.

7. Acknowledgment of Customer.

BY REGISTERING WITH THE COMPANY, THE CUSTOMER AKNOWLEGES THAT IT UNDERSTANDS THAT IT IS REGISTERING AND PURCHASING VEHICLES FROM THE COMPANY AND NOT FROM COPART

Your registration with the Company and bidding on a Vehicle will require use of the Copart Site. Your use of the Copart Site is at your sole risk. The Copart Site service is provided on an "as is" and "as available" basis. The Company expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement with regard to Autoandship site or Copart Site. No warranty is made that the Copart Site will (i) meet your requirements, (ii) that the service will be uninterrupted, timely, secure, or error-free, (iii) the results obtained from the use of the service will be accurate, reliable, complete or current (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the service will be corrected. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, LOSS OF BUSINESS, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (iv) ANY OTHER MATTERS RELATING TO THE SERVICE.

8. Risk of Loss:

At the time that the Customer is the successful bidder on a Vehicle, the Customer accepts all responsibility and assumes all risk of loss for the Vehicle, including risk of damage to the Vehicle, loss of the Vehicle or any parts from the Vehicle due to theft, vandalism, negligence or Acts of God. The Company will have no responsibility or liability for damage or loss of any kind regardless of the circumstances thereof.

9. Miscellaneous:

a. The Customer acknowledges that all transactions between Customer and the Company shall be governed by Florida law without giving effect to principles of conflict of laws. The Customer consents to the jurisdiction of the courts of the State of Florida and the federal courts of the United States located in Florida and to venue in Miami-Dade County for the purpose of any action or proceeding instituted relating hereto, and waives as a defense in any such action or proceeding any assertion that they are not subject to such jurisdiction or that such action or proceeding may not be brought in such courts.

b. The customer acknowledges that the terms and conditions set forth herein supersede any other terms and conditions including any verbal communications or writings.

c. Customers are responsible for all account activity, including, without limitation, all preliminary bids and virtual bids submitted under Customer's username and password through www.copart.com or through terminals located in kiosks at Copart facilities. Customer's account may not be transferred or assigned to any person or entity. In the event a Customer's account, membership number, or username and password are used without authorization, Customer shall be responsible for all account activity and charges incurred prior to the Company's receipt of written notice from the Customer of the unauthorized activity.

d. by registering with the Company, the customer acknowledges that he or she is 18 years of age or older.

e. Company may from time to time change the terms and conditions herein without prior notice to the customer. Your continued use of the service constitutes your acceptance of such revised terms and condition.

f. The Customer agrees to receive from the company offers via email or phone regarding selected inventories that may be of interest to the customer.