

Terms and Conditions for AUTO YARD,LLC and The reseller program

Last Updated 07/01/09

Auto Yard, LLC is a licensed vehicles Dealer, Auto Broker and World Wide Auto exporter.

Buyer agrees and acknowledges that buyer is purchasing from AUTO YARD, LLC and NOT COPART.

We advise to all, that the reseller program is not an ideal program for every person.

Why do we say that? What you are buying may have hidden and unknown defects or mechanical problems, or additional damages that are sometimes not visible or disclose on the pictures. And also all vehicles purchases may sometimes have a salvage title or be sold as parts only with no title, and could not be registered in your state, please refer to your state and DMV laws, rules, and regulations before purchasing.

Auto Yard, LLC is not responsible for the condition or roadworthiness of vehicles you purchase.

All vehicles you purchase from Auto Yard, LLC are,

AS IS-WHERE-IS -NO WARANTEE.

1 : Registration Process & Deposits

To obtain a bid number and password there is a cost of **\$195** registration fee plus a **\$400** Securities Deposit that is paid up front through the registration process.

THIS WILL ALLOW YOU TO BID ON A SINGLE VEHICLE UP TO A \$4000 BID MAXIMUM, IN THE EVENT YOU WANT TO BID MORE THAN YOU NEED TO INCREASE YOUR SECURITIES DEPOSIT TO 25% OF YOUR BID PRICE.(EX: YOU WANT TO BID \$6000 THAN YOUR DEPOSIT WILL BE \$1500). **If you want to bid on multiples vehicles please email us or call us 1 603 898 9702 for more info.**

The securities deposit will be refunded and the bidder number terminated, If a buyer decides to be removed from the Reseller Program, the deposit **will be returned in full** if no bids have been **renewed** on and the account is in **good standing** with **no fees due**. Please allow up to 7 days for **deposit to be returned**.

However, The registration fee is non refundable

2 : Security deposit and Relist Fee

In the event a buyer reneges on a vehicle, the buyer agrees to pay Auto Yard, LLC the relist fee of \$400 or 20% of sale price, whichever is greater. This fee will be taken from your Security Deposit paid, in advance, to Auto Yard, LLC. 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. **Any buyer that reneges on a second vehicle will have his bidding privileges permanently revoked.**

3 : Bid Number & Password. Upon successfully registering through our website, you will receive a Copart Online Bidding Login ID ("Login"), and a password ("Password").

You are responsible for your Login id and maintaining the confidentiality of your Password. The Bidder should not give out their Bidder Number or Password TO ANYONE. Payments responsibilities remains with you for all bids placed and accepted by your bidder number. You agree to immediately notify Auto Yard, LLC of any unauthorized use of your Login or any other potential or actual breach of System security.

There are 3 ways that vehicles are bought through the reseller program.

A: on approval : means that the owner has 48 hour to approve the highest bid or reject it.

B: on minimum bid . means that the seller of the vehicles has a minimum amount that they wants.

C: none of the above: means the highest bid will buy the vehicles.

Bidders have the option to personally inspect the vehicles the day before the auction for a \$25.00 one day visit pass, or hire someone to inspect it. **Email** us for more info.

The bidders are encouraged to **email** or call AUTO YARD, LLC for issues and/or question prior to bidding.

We are available to advise and assist you on your bidding .Please do not call copart.

4 : Payment methods. All payments are made through paypal , western union, money gram, or wire transfer.

5 : Winning bids. Full payments are due 24 hours after winning notification, you will be emailed an invoice.

6 : Late payment. There will be a \$100 late fee if payment not received within 24 hours. After 2 days from winning bid notification the vehicles will be relisted if not paid for. (please refer to section 2)

7 : storage fee. If we are to transport your vehicles there will be no storage fee. If you were to arrange transport for your vehicles please be aware than Copart charges \$20 a day storage from the 2 day after the vehicles is paid for.

8 : Transport services. Vehicles cannot be driven away from the Copart yards. Transportation for each vehicle must be made after purchase has been completed. **Transportation, or exportation services of bidder vehicles is not included with the purchase price of these vehicles.**

This is a service that we offer separately from the purchase of the actual vehicle. Please email us or call our offices at 1-603-898-9702 for more information regarding transportation and exporting services.

Invoice example

Vehi cl e	04	HYUN ELANTRA GL RED	Vi n#	xxxxxxxxxxxxxxxxxxx	Row	*SALE
Sal e	3/16/09	# 3069	Yard	27 MA - SOUTH BOSTON		

1	3/16/09	vehic l e	SALE PRICE		2,200.00	
2	3/16/09	copart	BUYER FEE		275.00	
3	3/16/09	copart	INTERNET BID FEE		75.00	
4	3/16/09	copart	GATE		30.00	
			Auto yard transacti on fee		300	
			Transportati on fee		100	
			NET DUE (USD)	2,980.00		

LEGAL DISCLAIMER

1. By accessing, browsing and/or using this site you acknowledge you have read, understood and agreed to the terms and conditions provided. If you do not agree to these terms do not use this site.

2. Buyers may not rely upon any information provided (whether orally in writing or in digital image form), included but not limited: year, make, model, condition, damage amount, damage type, drive ability, accessories, mileage, odometer disclosures, vehicle identification number(VIN), title, repair history, title history, and total loss history. Auto yard, llc does not guarantee that any vehicle sold can be legally registered in any state or country. Buyer is solely responsible for confirming, researching, inspecting, vehicles and any all information regarding the type, condition, status, and history of vehicle before buying them.

3. 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.

4. All sales are final and no vehicle may be removed until paid in full. Auto yard, llc expressly disclaims liability for loss or damage to any vehicle after purchase, including, but not limited for loss or damage caused by theft, fire, negligent act or inclement weather or other act of God. Vehicles remain on the premises after purchase at buyer's sole expense and risk

For more information that is not covered here, feel free to contact Auto Yard at 603-898-9702