

## **"TERMS AND CONDITIONS"**

**For purchases of vehicles from Carpaka.com on Copart.com**

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

### **§1**

#### **ACCEPTANCE OF TERMS OF THE RULES OF PROCEDURE**

Users of this website provided fully accept to our Terms and Conditions, which may be updated by us without a notice. You can see the most current version of the Terms and Conditions at any time on our site Carpaka.com. You agree that you will not in any way modify, move, add, delete, or tampered with in any other way edit content, when using particular services company and Carpaka.com site. If you do not agree to these terms, you should discontinue use of this website and immediately leave it.

### **§2**

#### **USER ACCOUNT, PASSWORD AND SECURITY**

**Carpaka can only deal with registered buyers who reside outside the USA and Canada and all vehicles must be exported.**

You must be 18 years to be able to register to use the site Carpaka.com. When the user completes the registration process user receive a user name (login) and password to enable your personal search, auctions and purchase vehicles through us on Copart.com. Users are fully responsible for maintaining the confidentiality of the user name and password and for all activities that occur under your user name, password or account. You agree to immediately notify the company Carpaka of any unauthorized use of your user name, password, account or any other breach of security, and is required to log off the system at the end of each session. Carpaka can not and will not be held responsible for any loss or damage arising from your failure to comply with these conditions.

### **§3**

#### **MODIFICATIONS TO SERVICE**

Company Carpaka makes every effort to ensure that the information on Carpaka.com is the most accurate and true. Carpaka reserves the right at any time to modify or discontinue, temporarily or permanently of its Internet service, a service (or part thereof) with or without notice. You agree that Carpaka not be liable to you or to any third party for any modification, suspension or discontinuance of the Service, or other unforeseen events associated with the provision of computer services, human error, the effect of force majeure. You are hereby disclaims any rights in

respect of claims against the company Carpaka, its officers, directors, employees, agents, for any damage, loss, claims, costs or expenses, direct or indirect, known or unknown, foreseeable or not, which may arise or be connected with any circumstances encountered at the time of access or use of this site Carpaka.com.

#### **§4 CLOSING ACCOUNT**

You agree that Carpaka, in its sole discretion, may terminate your password, account (or part thereof) or use of the Service and remove and discard any content within the Services, for any reason, including, without limitation, due to lack of use or if it considers that the user has violated or acted inconsistently with the letter and spirit of the Rules of Procedure. You acknowledge and agree that Carpaka may immediately deactivate or delete a user account and all related information and files in your account and / or prohibit further access to such files or the Service. What's more, you are agreeing that Carpaka will not be liable to User or any third party for any termination of access to the Service. Carpaka will close and remove the account after 90 days of inactivity on your account.

#### **§5 PROPERTY RIGHTS**

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content presented in the Service are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized in writing by Carpaka you agree: not to modify, not rent, not rent, sell, trade, create or distribute content from Carpaka.com site, including the Service or the Software in whole or in part. This site, together with the whole of the information, digital images, data, content and services is for information purposes only and contains information subject to the rules on property rights, copyrights, trademarks and other intellectual property rights. The entire content of the company and business partners. All trademarks are reserved proprietary.

#### **§6 DISCLAIMER OF WARRANTIES**

You expressly understand and agree that he has:

- a) You will use the services at your own risk. All vehicles sold through Carpaka are sold "AS-IS" and "WHERE-IS". Carpaka not be granted and does not transfer to any warranty, even implied, including, for the guarantees and of merchantability, fitness for a particular purpose, or market value.
- b) Carpaka does not warrant that:
  - our service, a service or product meets the expectations of the user,
  - service will be uninterrupted, timely, secure and free from errors,-the results obtained from the use of the service will be accurate, reliable
  - quality of the products, services, information or other material purchased or

obtained by you through the service meets your expectations,

- and that the errors on the site will be removed.
- c) Any material you download or to obtain them in another way by making use of the service is done at your own risk, and you will be responsible for any damage to a computer system or loss of data that result from the collection of these materials.
- d) No advice or information, whether oral or written, obtained Carpaka from, or through connection to a service, do not give any warranty, even if they appear in the terms of use.
- e) Neither Carpaka or Internet access providers are not responsible for inaccurate or incorrect information, human error, technical malfunction, lost data, data transmission, omission, defect removal, failure of telephone network, computer equipment, software, or lack of access Carpaka.com to your site.
- f) Carpaka 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 Copart.com 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 Carpaka. 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. Carpaka and its vehicle suppliers expressly disclaim any and all representations, warranties, and guarantees regarding vehicles sold through Carpaka. Carpaka does not guarantee that keys are available for any vehicle sold through Carpaka, 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, Carpaka does not guarantee that vehicles are equipped with any or all VIN plates. Parts may be missing. Carpaka 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 and any and all Vehicle Information prior to bidding on vehicles.

I agree that Carpaka vehicles are sold AS-IS ,WHERE-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.

- g) Carpaka 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 at Copart Auto Auction through Carpaka.
- h) Carpaka is not responsible for defects, errors, or omissions (i) related to motor vehicle department or department of revenue paperwork, or (ii) made by DMV/MVD/DOR.

## §7 SALE POLICIES

- a) Bid Rejection. Copart reserves the right to reject or void bids for any reason. Buyers agree to indemnify, defend, and hold Copart 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 cancel a sale or withdraw a vehicle from a sale. Copart 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 Copart 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.
- 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. BID4U is not available for VIX vehicles.
- f) On-Approval Vehicles. Vehicles sold "On-Approval" will not be released to Buyers unless and until the seller notifies Copart of its acceptance of the high bid. In some instances, it may take up to three working days, including the day of the sale, for the seller to provide Copart notification of high bid acceptance. However, the majority of "On-Approval" vehicles receive bid acceptance or rejection within one day.
- g) Copart reserves the right not to release any vehicle or vehicle title for any reason.
- h) 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 Copart accepts Buyer's bid.
- j) Fees associated with the acquisition of a vehicle from the Copart auction are available below.

## **§8 CHARGES FOR PURCHASED OF VEHICLES**

The prices for these same services and activities may vary depending on the location of purchase. Auto Actions Copart are located throughout the U.S. (currently about 120 locations) and 15 locations in the United Kingdom. The management location individually determine the rates of charges for its services. The prices given below are averages, most frequently used.

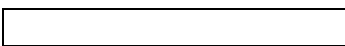
Chronologically, the following fees and charges:

1. Registration fee – is free of charge. That maen the cost you \$0 ( zero) dollars. The account remains valid for 3 months from the date of registration, after that period the buyer numbers, passwords and activation will be canceled.

2. Security deposit ,a minimum of 400usd or 10% of the planned purchase is required. Deposit will be returned if prospective buyer does not purchase a vehicle, or deposit can go to the payment for the purchased vehicle. Deposit may be lost only if buyer a vehicle fails to make payment for it within a specified period of 24 hours.
3. Storage fee - charge for storage, the storage of the vehicle you purchased from the second day after the purchase of \$ 20 for each day.
4. Late payment - The fee for the delay in payment of \$ 50 for each day.
5. Relist fee - charge for the re-issue of cars for sale as unpaid in time, it is a minimum of \$400 or 10% of the purchase, depending on the vehicle, whichever amount is greater.
6. Tax - paid by local merchants in the same state of the United States and individuals do not have the relevant document on the settlement of taxes. We and our customers as a exportes do not pay any taxes in the U.S.

Then there are additional Copart charges for buying a vehicle. See the fee schedule in the copy of Terms and Conditions located on our registration page.

Delivery fee - Copart offer a service delivery of purchased vehicle for short distances such as up to 100 miles. Charges average \$ 2 per mile, minimum \$ 100. The fee for delivery to the port depends on the selected carrier and the distance from the nearest port, for example, the average price of 1 to 2 USD per mile, for a typical passenger car. For oversized or vehicles or not moveable on their own wheels higher rate will apply. Then there are additional costs for loading and unloading.

**Dealer fee:**

Purchaser will for pay to Carpaka for assistance only in the purchase dealer fee of \$ 200 for each vehicle bought.

**Imports cost:**

Purchaser of vehicle additional will pay all of transportation, shipping cost from the place of purchase to the place of destination. Customs duty and tax charges buyer will pay in own country. For help with organizations inland transportations, shipping overseas and customs representation purchaser will be charged additional 5% of purchase price. For more information's check on our website <http://www.carpaka.com/informacje/> .

## **§9 LIMITATION OF LIABILITY**

If this is the site or the materials available through this service, you're doing it at your own risk. You understand that there may be delays, omissions, interruptions, inaccuracies, and/or other problems with the information, products and services provided on this site.

You expressly understand and agree that Carpaka and Copart shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, benefits, data, loss of business or other intangible losses (even if Carpaka has been advised of the possibility of such damages), resulting from: (i) the use or inability to use the service, 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 services, unauthorized access to or modification of data or transmissions, or any other matters relating to services.

## **§10 GENERAL INFORMATION**

Terms of Use and the relationship between you and Carpaka subject to Polish law. The parties agree to submit to the personal and exclusive jurisdiction of the courts in Poland. If any provision of the Rules is found by a court of competent jurisdiction to be invalid, the parties agree, however, that the court should make efforts in order to give them guided by the intentions of effectiveness included in the provision, and the other provisions of the Rules of Procedure in force. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or relating to the use of the Service or the Terms of Use must be filed within one 1 year from such claim or cause of action shall be forever barred.

## **§11 PRIVACY POLICY**

Privacy Policy In the document of compliance is provided by our company with respect to acquiring the site through the processing of personal data and their further use. Notwithstanding the provision of privacy, Carpaka company reserves the right at any time to disclose any information if required to do so by law or the will to act in good faith, assuming that it is necessary to ensure compliance with the law, protect the rights or property company .

**If you do not agree with the conditions outlined above, and those rules, he must immediately leave the site.**

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