

Terms and conditions for Cleveland Pick-A-Part, Inc.

Last Updated: 05/11/2010

1. Disclaimers – By registering as a buyer ("Buyer") with Cleveland Pick-A-Part Inc. ("CPAP") you agree to be bound by the following terms and conditions. CPAP reserves the right to amend these terms and conditions at any time without prior notice to the Buyer. If, at any time you do not agree with the terms and condition of this Agreement, or of any subsequent amendments to this Agreement, immediately discontinue using and accessing the System.

BY REGISTERING WITH CPAP, YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU ARE REGISTERING WITH AND PURCHASING VEHICLES FROM, CPAP AND NOT FROM COPART.

2. Registration - Any individual or entity wishing to bid at Copart.com, must complete the buyer registration form, submit proof of identity (driver's license, state ID, passport, etc), and pay the non-refundable \$195.00 annual registration fee. When you complete the service registration process, you will receive a username and password linked to your account with CPAP. To gain access to bid in facilities not open to the public, Membership must be renewed annually by verifying accuracy of current member information on file and paying the appropriate registration fee. Licenses must be renewed and submitted to Cleveland Pick-A-Part prior to expiration to retain active buyer status. You must be a Buyer in good standing in order to gain access to or bid on vehicles offered via Copart's Internet-based vehicle bidding program and procedures. You are responsible for maintaining the confidentiality of the username and password, and are fully responsible for all activities that occur under your username, password, or on your account. You agree to (a) immediately notify CPAP of any unauthorized use of your username and password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. CPAP cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

3. Modifications to service - Cleveland Pick-A-Part Inc. reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Cleveland Pick-A-Part Inc. shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

4. Termination - You agree that Cleveland Pick-A-Part Inc., in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use, or if Cleveland Pick-A-Part Inc. believes that you have violated or acted inconsistently with the letter or spirit of the "Terms and Conditions". You acknowledge and agree that Cleveland Pick-A-Part Inc. may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Cleveland Pick-A-Part Inc. shall not be liable to you or any third-party for any termination of your access to the Service.

5. Fee and payment structure – The structure is as follows;

a. There is a minimum \$400.00 security deposit required to activate the buyers' account and keep the account open and active. Once activated, the buyer can purchase one vehicle costing up to \$4000.00. If the buyers' desired maximum bid is to exceed this value, the bidder must contact CPAP and pay an additional security deposit. The total security deposit will be equal to 10% of the maximum bid value- ex. a \$10,000.00 max bid will require a \$1,000.00 security deposit. To bid on multiple vehicles at one time, a 10% maximum bid security deposit must be paid for each vehicle with a minimum \$400.00 per vehicle. In the event a buyer does NOT win the vehicle auction, the security deposit will remain in a secure account with Cleveland Pick-A-Part. The buyer can then bid on an alternative vehicle up for auction. If a vehicle is purchased, the vehicle cost and associated fees must be paid in full and the vehicle must leave the auction yard prior to availability of the deposit to bid on another vehicle. If the buyer chooses to close the account, the deposit will be available for refund by company check to the buyer. The deposit will be released within 48 hours of business days only and upon receipt of customer e-mail request(from the account of record) for proof of identity.

b. Once the buyer successfully wins a vehicle auction, there is a transaction fee assessed and paid to CPAP. The fee is equal to \$200 or 5% of the purchase price- whichever is greater.

c. In the event a buyer wins the auction and chooses not to purchase the vehicle for any reason, your deposit will be used to cover relist fees incurred by CPAP. Relist fees are 10% of the sale price or \$400, whichever is greater. The buyer is also responsible for any and all collection costs, including attorney fees and court costs. Any buyer that reneges on a second vehicle will have his bidding privileges revoked.

d. Copart assesses fees on every vehicle purchased through their auctions. The buyer is responsible for researching specific fees charged by Copart as they are automatically added to the winning high bid. See the terms and conditions on their web site for more information on Copart fees.

e. Payment in full is due by 4:00 EST two business days following the vehicle purchase date. If the payment is not made timely, the vehicle will be re-listed for sale by auction on the Copart web site and the buyers security deposit in full will be forfeited.

f. If the vehicle purchased has not left the Copart yard of purchase within five business days of the auction date including the auction date, Copart will begin assessing a storage fee of \$20.00 per day including Saturdays and Sundays. The vehicle will not be released for transport until all storage fees are paid in full. If the vehicle has not been removed from the Copart lot within 14 days of the auction date, the vehicle will be relisted for auction.

g. All titles come in from the insurance company/owner and are assigned to CPAP Inc. as the buyer. WE ARE LOCATED IN OHIO. EACH STATE HAS ITS OWN LAWS REGARDING THE TITLING OF VEHICLES- SOME STATES MAY NOT ALLOW TRANSFER OF A CERTAIN TITLE BRANDING. THE PURCHASER IS RESPONSIBLE FOR UNDERSTANDING STATE BY STATE TITLING AND PAYING ALL FEES AND TAXES ASSOCIATED WITH TRANSFERRING TITLE FROM STATE OF ORIGIN TO CPAP

INC. IN OHIO AND THEN INTO THE PURCHASER NAME. THE PURCHASER SHOULD CONTACT CPAP INC WITH QUESTIONS REGARDING CLEAN TITLED VEHICLES AS THEY HAVE THEIR OWN SET OF RULES.

6. Indemnification - Buyers purchasing vehicles from CPAP upon presentation of a sales tax exemption certificate agree to indemnify, defend and hold CPAP harmless from any and all sales tax assessments, fines, penalties, damages, and costs, including attorney fees, incurred as a result of a taxing authority determination that the transaction was subject to the payment of sales or excise tax. Ohio buyers will be charged applicable Ohio sales tax. Buyers and their guests irrevocably and unconditionally waive and release their rights (if any) to recover from CPAP and Copart, its directors, officers, employees, representatives, agents, subsidiaries, partners, and affiliates any and all damages, losses, liabilities, costs expenses (including attorneys fees), 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 CPAP or Copart premises. Buyers agree to indemnify, defend, and hold CPAP and the auction harmless from any and all damages, losses, liabilities, costs or expenses (including attorneys fees), arising from claims made by Buyer guests for bodily injury or property damage occurring on CPAP or the auction premises.

7. Disclaimer of Warranties- By accessing this site, you acknowledge that 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.

a. Buyers may not rely upon any information provided whether orally, written or digitally imaged, included but not limited to; year, make, model, condition, damage amount, damage type, drivability, accessories, mileage, odometer disclosures, VIN identification, title, repair history, title history and total loss history. CPAP Inc. does not guarantee that any vehicle sold can be legally registered in any state or country. Buyer is solely responsible for confirming, researching and inspecting vehicles any and all information regarding the type, condition, status and history of vehicles before buying them.

b. Vehicles are sold “as is” and with no warranty. Buyer understands that the vehicles may have hidden or unreported damage, as many have been declared a “total loss.” It is the responsibility of the buyer to inspect the vehicle before purchase.

c. CPAP Inc. and Copart expressly disclaim any liability for loss or damage to any vehicle at any point in the process of buyer procuring a vehicle including but not limited to theft, fire, negligent act, inclement weather, act of God, or damage in shipping.

8. Disclaimers of Services – The buyer expressly understands and agrees that;

a. Your use of the service is at your sole risk. The service is provided on an “as is” and “as available” basis. CPAP Inc. 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.

b. CPAP Inc. makes no warranty that the service will meet your requirements; the service will be uninterrupted, timely, secure, or error-free; the results obtained from the use of the service will be accurate, reliable, complete or current; the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and ;any errors in the service will be corrected.

c. Any material downloaded or otherwise obtained through the use of this service is done at your own risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

d. No advice or information, whether oral or written, obtained by bidder from CPAP Inc. or Copart, or through or from the service, shall create any warranty not expressly stated in our terms and conditions. If you have questions please contact CPAP Inc, not Copart.

e. Neither CPAP Inc., Copart, or any internet access providers are responsible for incorrect or inaccurate entry of information, human error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, failures of any telephone network, computer equipment, software of any combination thereof, or inability to access the CPAP inc. or Copart websites.

By signing below, you are stating that you have read, understand, and agree to be bound by the terms and conditions listed above.

Print name

Signature

Date