

## Terms and Conditions - Crabtree Auto Sales

### BUYER TERMS AND CONDITIONS

Last updated on: February 22, 2010

As a registered buyer ("Buyer") through Crabtree Auto Sales you agree to be bound by the following Buyer Terms and Conditions. Crabtree Auto Sales reserves the right to amend Buyer Terms and Conditions at any time without prior notice to you.

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

#### I. MEMBERSHIP

A. **Membership Eligibility.** Membership as a registered Buyer at Crabtree Auto Sales is open to individuals 18 years of age and older. In addition, yard-specific registration requirements and applicable laws, regulations, and restrictions may further limit Buyer registration and vehicle purchasing eligibility. Crabtree Auto Sales reserves the right to deny membership privileges to any individual or entity, in its sole and absolute discretion.

B. **Registration.** A registration fee of 100 USD is good for 30 calendar days, or one year for 200 USD. Please contact Crabtree Auto Sales to confirm your registration time period. Buyers must complete the buyer registration form. Crabtree Auto Sales reserves the right to increase registration and renewal fees at any time without notice.

C. **Deposit.** At all times, Buyers must have a minimum of 400 USD (the "Minimum Amount") on deposit with Crabtree Auto Sales. The Minimum Amount shall be sufficient to enable a Buyer to bid up to 4,000 USD for the purchase of any car(s). If a Buyer wishes to bid an amount higher than the Minimum Amount, the Buyer must submit \$100 for each additional \$1,000 of desired bid. If the balance on account falls below the Minimum Amount for more than five (5) business days, Buyer will lose his membership and will have to re-register in order to get membership privileges.

D. **Account Activity.** Buyers are responsible for all account activity, including, without limitation, all Preliminary Bids and Virtual Bids submitted under Buyer 's username and password through <http://copart.com> ("Copart"). Buyer 's account may not be transferred or assigned to any person or entity. In the event a Buyer 's account, membership I.D., or username and password are used without authorization, Buyer shall be responsible for all account activity and charges incurred prior to Crabtree Auto Sales receipt of written notice from Buyer of the unauthorized activity.

E. **Compliance.** Buyers shall comply with all applicable laws, statutes, ordinances, and regulations regarding their use of Crabtree Auto Sales services.

F. Membership Revocation. Crabtree Auto Sales reserves the right to suspend or revoke the membership of a Buyer for any reason, in its sole and absolute discretion. Accounts not covered by security deposit will be revoked.

G. Release of Liability and Indemnification. Buyers irrevocably and unconditionally waive and release their rights (if any) to recover from Crabtree Auto Sales or Copart, its directors, officers, employees, representatives, agents, subsidiaries, partners, and affiliates any and all damages, losses, liabilities, costs expenses, 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 Copart premises. Buyers agree to indemnify, defend, and hold Crabtree Auto Sales and Copart harmless from any and all damages, losses, liabilities, costs or expenses (including attorneys fees), arising from claims made by Buyer for bodily injury or property damage occurring on Copart premises. **UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL Crabtree Auto Sales or Copart BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS THAT RESULT FROM OR ARE RELATED TO THE SALE, DISTRIBUTION, USE OF, OR INABILITY TO USE, ANY VEHICLE, EVEN IF CRABTREE AUTO SALES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

H. Marketing and Promotional Materials. Buyers agree they have affirmatively requested to receive marketing and promotional materials via mail, and e-mail.

## II. SALE POLICIES

A. Bid Rejection. Copart reserves the right to reject or void bids, for any reason, in Copart's sole and absolute discretion. Should a dispute arise regarding a bid, Copart is the exclusive deciding authority with sole and absolute discretion in resolving disputes. Buyers agree to indemnify, defend, and hold Crabtree Auto Sales and 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. Example: You checked the increment bid box and bid \$5,000. Virtual Sale Bid is currently at \$5,000 (a tie with your bid - unfortunately, it happens). Your Preliminary Bid is placed next at

\$5,100 (because you checked the increment bid box). The car sells to you at no more than \$5,100 or to Virtual Bidder for \$5,200 or more.

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.

F. On-Approval Vehicles. Vehicles sold "On-Approval" will not be released to Buyers unless and until the seller notifies Copart and Crabtree Auto Sales 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 Crabtree Auto Sales notification of high bid acceptance. However, the majority of "On-Approval" vehicles receive bid acceptance or rejection within one day.

G. Vehicle and Title Release. Crabtree Auto Sales reserves the right not to release any vehicle or vehicle title for any reason.

H. Bids Entered. 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. 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 Copart's premises. Buyer agrees that under the terms of the bailment, (1) Copart and Crabtree Auto Sales shall not be responsible for damage to or loss of the vehicle or parts thereof due to operational procedures in place at all Copart facilities, from acts of theft or vandalism, or acts of God; and (2) Copart and Crabtree Auto Sales shall not be responsible for any claim of damage, regardless of whether Buyer, or any person on Buyer's behalf such as Buyer's agents, employees, or representatives, pick up the vehicle. Once a vehicle is removed from Copart's premises it is accepted AS-IS, and under no circumstances will Crabtree Auto Sales or Copart be liable for subsequent claims of damage or loss of any kind or nature whatsoever.

### III. FEES AND PAYMENTS

A. Payments for Vehicles. All payments for vehicles bought through Crabtree Auto Sales are due within two (2) business days of the sale date. In the event the payment is not received within the allotted time, a late payment fee of 50.00 USD will be added to each item bought. In the event the payment is not received within ten business days of the sale date, the Buyer shall be considered to have forfeited its deposit and Crabtree Auto Sales shall have the right to relist the vehicle. Payment for vehicles may be made via bank check, bank to bank wire transfer, cashier check, money order, paypal or cash. Buyers

agree to be personally liable for payment of any cashier 's check, money order, or check that is dishonored. In the event of a dishonored cashier 's check, money order, or check, Buyer agrees to make payment within two (2) days after receipt of notice from Crabtree Auto Sales of a dishonored check, and to pay Crabtree Auto Sales processing fee, and any and all collection costs including but not limited to, collection agency fees, and/or attorney 's fees and court costs.

B. Transaction Fee. All vehicles bought through Crabtree Auto Sales are subject to a 200 USD transaction fee for each item bought.

C. Storage Fee. See the Terms and Conditions located on our registration page. All vehicles not removed from Copart's facilities within a specified timeframe are subject to a storage fee of 20.00 USD per day.

D. Sales Tax Indemnification. Buyers purchasing vehicles from Crabtree Auto Sales on wholesale, pursuant to a sales tax exemption certificate, agree to indemnify, defend, and hold Crabtree Auto Sales harmless from any and all sales tax assessments, fines, penalties, damages, and costs, including attorneys fees, incurred as a result of a determination by taxing authorities that the transaction was subject to the payment of sales, use, or excise tax.

E. Re-list Fees. In the event a vehicle is not paid for within the time specified by the Crabtree Auto Sales, Buyer agrees that Crabtree Auto Sales may, in its sole and absolute discretion, cancel the sale and relist the vehicle for sale. Buyer agrees to pay Crabtree Auto Sales the relist fee of \$400 or 10% of the sale price, whichever is greater. This fee will be taken from the Security Deposit paid in advance to Crabtree Auto Sales. Buyers who repeatedly fail to fulfill their obligations are subject to suspension or revocation of their bidding privileges.

#### F. Copart Fees

All vehicles bought through Crabtree Auto Sales are subject to Copart Fees. Please see the fee schedule located within the copy of our Terms on our website

### IV. DISCLAIMERS

#### A. Vehicle Condition and History Disclaimer.

**ALL VEHICLES ARE SOLD "AS-IS WHERE-IS"**

All vehicles offered for sale through Crabtree Auto Sales 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. The term "Vehicles" shall mean all items posted for sale on Copart's website, including but not limited to cars, trucks, motorcycles, boats, jet skis, industrial equipment, homeowners salvage, trailers, RV's, etc. Copart and Crabtree Auto Sales 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 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 purchased through Crabtree Auto Sales. 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. Crabtree Auto Sales expressly disclaims any and all representations, warranties, and guarantees regarding vehicles sold through a Copart facility. Crabtree Auto Sales does not guarantee that keys are available for any vehicle sold through a Copart facility, 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, Crabtree Auto Sales does not guarantee that vehicles are equipped with any or all VIN plates. Parts may be missing. Crabtree Auto Sales 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. You agree that vehicles through Crabtree Auto Sales are sold "AS 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.

**B. Registration Laws Disclaimer.** Crabtree Auto Sales 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 through Crabtree Auto Sales. (For example, a vehicle legally purchased on a clean title by a Buyer through Crabtree Auto Sales at a Copart facility located in State "A" may be required to be sold on a salvage title if Buyer transports and resells the vehicle in State "B").