

Bidder's Terms and Conditions

Last Updated 11/01/10

1. Introduction:

DJW TRUCK DISMANTLING is a licensed Auto/Truck Dismantler (No. 53580). We are a Copart Registered Broker.

DJW TRUCK DISMANTLING DOES NOT BROKER CLEAN TITLE VEHICLES.

By registering with the DJW TRUCK DISMANTLING, the Customer acknowledges that it understands that it is registering with, and purchasing Vehicles from DJW TRUCK DISMANTLING, and not from Copart.

Our goal is to simplify the bidding and buying process as much as possible, especially for the first time buyer. There are many rules and regulations that must be adhered to involving several different agencies and sometimes, different states. Our experience and reputation can help you cut through the red tape. We are open Monday through Friday 8:00 am to 5:00 Pacific Standard Time. You should contact us directly, not Copart, with any questions you may have concerning the Broker Program.

We can provide you with third party inspections, transportation of your vehicle after purchase, on-site vehicle storage at our facility, as well as exportation of vehicles to other states.

DJW TRUCK DISMANTLING makes no claims as to the condition or roadworthiness of vehicles you purchase from DJW TRUCK DISMANTLING. All vehicles are sold AS IS-WHERE IS. 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 any vehicle. We advise our customers to obey all state laws, rules, and DMV regulations pertaining to motor vehicles. No vehicle should be driven away from the Copart yard.

2. Terms Applicable To All Bidders:

If the vehicle is sold subject to seller approval, the seller has up to 48 hours to approve or reject the bid. Once DJW TRUCK DISMANTLING has been notified that the bidder has won the bid for a vehicle (bidder will be notified via email), the bidder has 24 hours to initiate payment to DJW TRUCK DISMANTLING through a wire

transfer or deposit cash to our bank account. We do not accept PayPal or credit cards, as payment for vehicles. Once DJW TRUCK DISMANTLING receives confirmation from the bank that payment has been credited to DJW TRUCK DISMANTLING, the bidder will receive instructions from DJW TRUCK DISMANTLING via e-mail on how to take possession of the vehicle. The vehicle will not be released to the bidder until full payment is received by DJW TRUCK DISMANTLING. The bidder is responsible for any transportation fees, delinquent DMV fees and storage fee or access fees. Non-payment of a successful Bid within 48 hours may result in a loss of the full or partial bid deposit and loss of your bid privileges. A one day grace period with a \$50 late charge will only be available with the advance written consent of DJW TRUCK DISMANTLING. All bid participants must be at least eighteen years of age.

3. Terms Applicable To California Bidders:

DJW TRUCK DISMANTLING DOES NOT BROKER CLEAN TITLE VEHICLES. All vehicles will be sold on an acq# junk slip.

Bidders residing in California may be required to have smog, Brake and Lamp, VIN verification, CHP inspection or Weight certificate. DJW TRUCK DISMANTLING will issue a junk slip for any purchased vehicle. California bidders must also pay any applicable state or local sales tax. We suggest you contact your local DMV for specific registration and title requirements prior to bidding!

4. Terms Applicable To Non-California Bidders:

Non-California bidders are fully responsible for their residence state DMV requirements, inspections, and documents, and will only receive junk slip for any purchased vehicle. Be advised that most states do not recognize a California Bill of Acquisition. You may not be able to title such a vehicle in your state.

5. Important Time Lines:

Deposit and non-refundable registration fees must be paid up front to DJW TRUCK DISMANTLING. You must register 48hrs in advance to bidding, including receipt of deposit.

The winning bid amount, all fees including the Copart buyer fee (see buyer schedule in the Terms and Conditions located on our registration page), Copart virtual bid fee, Copart gate fee, and any transaction fee are due within 24 hours after buyer's receipt of a winning bid notification.

6. Pickup and storage Terms:

A. Preliminary bidders: Immediately after bid approval, bidders have two business days or 48 hours free storage to pick up the vehicle. A \$20.00 per day storage fee will be charged after 7 days, including the day of sale. If the winning bid was placed over the internet or 3 days after a bid placed at a Kiosk at the Copart yard. The Copart yard is closed on the weekends. All fees, including late fees must be paid before picking up your vehicle. If vehicle is not picked up within 7 business days, the vehicle may be re-listed under the “Re-listing Conditions” described below. You may also lose your deposit.

B. Live Virtual Bidders: Immediately after bid approval, bidders have 7 days of free storage. After that, storage is \$20.00 per day, including weekends. Remember, the Copart yard is closed on weekends. All fees, including late fees must be paid before picking up vehicle. If vehicle is not picked up within 7 days, including the day of sale the vehicle may be re-listed under the “Re-listing Conditions” described below. You may also lose your deposit. For bids “**on approval**”, the **seller** has until 5:00PM the day after the sale to approve your bid. The payment and storage fees do not start accruing until the bid is approved by the **seller**.

7. Bid Fee Schedule & Terms:

All payments are made only through a direct wire transfer or cash deposit to our bank. We do not take credit cards or Paypal. We will take your check, but it must clear prior to bidding.

A. Start Up Fees at Registration: Security Deposit- \$400.00 (10% of \$4000.00). Deposit payment can be made using PayPal. However, we do not accept PayPal for additional deposit payments, or bid payments. For bid limits over \$4000 see “Deposit calculator” on our web-site to calculate security deposit.

Non-refundable Registration Fee- \$195.00

B. Winning Bid Fees: are due by close of the next business day. You will be e-mailed an invoice.

C. Transaction Fee: The greater of \$200.00 or 5% of the Sales Price.

Use "[Fee Calculator](#)" on our web-site to see, how fees calculated

8. Deposit and Re-List Fees:

A. Re-list Fee: In the event a buyer fails to complete the purchase of a vehicle, the buyer agrees to pay a re-list fee of \$400 or 10% of the sales price, whichever is

greater. This fee will be taken from your pre-paid security deposit. Buyer is also responsible for any and all collection costs, including attorney fees, court costs and expert witness fees. Bidding privileges will be suspended until payment in full has been received by DJW TRUCK DISMANTLING. Any Buyer that fails to complete the purchase of a second vehicle will have his bidding privileges permanently revoked.

Use "[Deposit Calculator](#)" on our web-site to calculate deposit

B. Deposit: If a buyer decides to no longer be registered with DJW TRUCK DISMANTLING, the deposit will be returned if no bids are pending and the buyer's account is in good standing with no fees due. Deposit will be refunded within 10 business days.

9. Copart Online Bidder I.D. and Password:

When you sign up to become a buyer with DJW TRUCK DISMANTLING, you will be issued a Copart online bidder I.D and personal password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another bidder at any time or to disclose your password to any third party. You agree to notify DJW TRUCK DISMANTLING immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account. Do not give out your Bidder I.D. or Password to anyone. You agree your bidder I.D. will only be used by you or disclosed by you only to duly authorized employees/agents on your account. Payment responsibility remains with you for all bids placed and accepted under your bidder I.D. and password. Bidder I.D.s are good for up to 90 days with no activity. After 90 days of no activity, the bidder I.D. is canceled, and your deposit will be returned subject to the conditions stated in paragraph 8B. Bidder must then re-register to obtain a new active bidder I.D. If bidder keeps his/her bidder I.D. active by at least one purchase every 90 days, he/she may keep the bidder I.D. for one year, at which time he/she will have to re-register for a new bidder I.D.

10. Other legal Stuff:

A. Limitation on Liability: IN NO EVENT SHALL DJW TRUCK DISMANTLING BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF DJW TRUCK DISMANTLING OR COPART SERVICES, EVEN IF DJW TRUCK DISMANTLING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. Disputes: The Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of law provisions. You and agree to submit to the exclusive jurisdiction of the courts located within the State of California to resolve any dispute arising out of the Agreement or the DJW TRUCK DISMANTLING services. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THIS AGREEMENT.

C. Indemnity: You agree to indemnify and hold DJW TRUCK DISMANTLING and Copart, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of DJW TRUCK DISMANTLING or Copart services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth in this Agreement and/or if any Content that you post on or through DJW TRUCK DISMANTLING services which causes DJW TRUCK DISMANTLING to be liable to another.

D. 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 auction's premises. Buyer agrees that under the terms of the bailment, (1) DJW TRUCK DISMANTLING and Copart shall not be responsible for damage to or loss of the vehicle or parts thereof due to operational procedures in place at all auction facilities, from acts of theft or vandalism, or acts of God; (2) DJW TRUCK DISMANTLING shall only be responsible for damage to or loss of the vehicle or parts thereof caused by the direct willful or grossly negligent act or omission of DJW TRUCK DISMANTLING; and (3) DJW TRUCK DISMANTLING and Copart shall not be responsible for any claim of damage made after the vehicle has left at auction's premises, regardless of whether transporter picking up the vehicle.

Once a vehicle is removed from Copart's premises it is accepted AS-IS, and under no circumstances will Copart or DJW TRUCK DISMANTLING be liable for subsequent claims of damage or loss of any kind or nature whatsoever.

E. Entire Agreement: You agree to accept all of the above-stated terms and conditions upon your first use of the DJW TRUCK DISMANTLING website or any DJW TRUCK DISMANTLING services. Acceptance of said terms and conditions are further affirmed by your becoming a bidder. The terms and conditions stated herein constitute the entire agreement between you and DJW TRUCK DISMANTLING regarding the use of the DJW TRUCK DISMANTLING services website. The failure of DJW TRUCK DISMANTLING to exercise or enforce any right or provision of this agreement shall not operate as a waiver of such right or provision. The section titles herein are for convenience only and have no legal or contractual effect. The terms and conditions herein operate to the fullest extent permissible by law. If any provision of this agreement is unlawful, void or unenforceable, that provision is deemed severable from this agreement and does not affect the validity and enforceability of any remaining terms or conditions.

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