

BUYER TERMS AND CONDITIONS

Updated on April 21, 2010

You are registering with and purchasing vehicles from EurocarGarage, You will receive a buyer number and password to log in to Copart.com. By registering with EurocarGarage you have access to all vehicles sold through Copart, subject to our licenses on file, with the exception of the VIX vehicles.

BY REGISTERING WITH THE EUROCAR GARAGE, THE CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT IT IS REGISTERING WITH, AND PURCHASING VEHICLES FROM, EUROCAR GARAGE AND NOT FROM COPART

EXPLANATION OF BIDDING PROCES

Buyer can bid live online or use 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 if you are the high bidder during Preliminary Bidding, BID4U will represent you and bid on your behalf up to your maximum bid during 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.

On-Approval Vehicles. Vehicles sold "On-Approval" will not be released to Buyers unless and until the Buyer is notified via email 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 notification of high bid acceptance. However, the majority of "On-Approval" vehicles receive bid acceptance or rejection within one day. Another possibility is you may receive counter offer, which you have no obligation to but can take it if you wish.

PAYMENTS & FEES:

OUR FEES

Registration Fee is \$200. Buyer must complete registration form. This is good for current calendar year and is not refundable or transferable, no exceptions!

Transaction Fee is 5% of the purchase price (bid amount) with minimum of \$200 per transaction.

COPART FEES

In addition to our fees buyer is responsible for Copart fees; please see the Copart Buyer Fee schedule located within the copy of our Terms and Conditions located on our registration page.

SECURITY DEPOSIT

Security Deposit is automatically set at \$400 per purchase and it allows you to bid up to \$4000. If you plan to bid on more expensive vehicle, you will need to increase spending limit as follows:

Spending Limit Increase 15% of vehicle sale price (if greater than \$400) and 20% for bids over \$10000

Security deposit is forfeited in case of non-payment of successful high bid. In addition, buyer is responsible for any collection, attorney and court costs. Bidding privileges will be suspended until payment has been received. We reserve the right to raise the security deposit for any Buyer for any reason, in our sole and absolute discretion.

Security deposit is to be made through Pay Pal, and will be refunded upon successfully completed transaction, or in the case buyer decides not to bid any longer, but only after all other fees have been covered! If Buyer has no Pay Pal account we can arrange other way to pay deposit. Please contact us for details.

LATE PAYMENT

Payment for any vehicle awarded is due within 2 working days (auction day plus 1 working day, i.e., if auction is on Monday, payment is due by close of business on Tuesday). Vehicles not paid within specified time frame will be subject to a late fee of \$50 per vehicle per day. Payment for vehicles may be made via bank to bank wire transfer, cash in hand, cashier's check, money orders or any certified funds. Payment must be made to EurocarGarage.

TRANSPORT

It is buyer's responsibility to organize transport for purchased vehicle.

We can organize transport for your vehicle if needed. This has to be arranged ahead at fee that's agreeable to all parties.

DISCLAIMERS:

- Buyer must be at least 18 years old to register with EurocarGarage.
- All vehicles are "SOLD AS IS WHERE IS" Buyer is solely responsible for all purchases. Buyer agrees that vehicles 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 buyer expense.
- EurocarGarage does not guarantee that any vehicle bought 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 EurocarGarage.
- EurocarGarage is not responsible for defects, errors, or omissions related to motor vehicle department or department of revenue paperwork not processed, or made by DMV/MVD/DOR.
- Massachusetts residents can not bid on clean title vehicles due to local laws.
- All bids are final. Once placed bids cannot be retracted, deleted or cancelled.
- EurocarGarage reserves the right to deny or cancel membership at any time and for any reason.
- Buyer must be aware that there will be Copart buyer fees above the bid price. Copart fees will include but may not be limited to buyer fees, internet bid fees, and gate fees. Any and all purchasers must pay these fees. These fees are not regulated by EurocarGarage; fees will appear on your invoice. It is the Buyer's responsibility to check Copart's fee schedule found in the Terms and Conditions located on our registration page, before bidding.

- Buyer is responsible for his Login and maintaining the confidentiality of Password. You agree your Login will only be used by you. Payment responsibility remains with you for all bids placed and accepted through your bidder number. If at any time you suspicion any illegal activity or use of your account, please contact us immediately.
- It is the Buyer's responsibility to ask any questions before bidding.
- All sales and titles will be made through EurocarGarage. Paperwork will be mailed to Buyer after transaction is done and over with.
- Import/Export Issues. It is the responsibility of the Buyer to comply with customs import procedures applicable to foreign title vehicles. Customs inspection, import fees and proof of emissions compliance may be required.
- The term "Vehicles" shall mean all items posted for sale, including but not limited to cars, trucks, motorcycles, boats, jet skis, industrial equipment, homeowners salvage, trailers, RV's, etc. EurocarGarage 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 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. 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. EurocarGarage expressly disclaims any and all representations, warranties, and guarantees regarding vehicles purchased from EurocarGarage. EurocarGarage doe not guarantee that keys are available for any vehicle purchased, 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, EurocarGarage does not guarantee that vehicles are equipped with any or all VIN plates. Parts may be missing. EurocarGarage 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 research, inspect, and/or investigate vehicles any and all Vehicle Information prior to buying the vehicle.
- Once a vehicle is removed from Copart's premises it is accepted AS-IS, and under no circumstances will EurocarGarage be liable for any claims of damage or loss of any kind or nature whatsoever.

Thank you for registering and good luck bidding!

EurocarGarage reserves the right to amend these Terms and Conditions at any time without prior notice

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