

ING Solutions LLC
BUYER TERMS AND CONDITIONS
Last updated on: October 10, 2011

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

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

I. MEMBERSHIP

A. Membership Eligibility. Membership as a registered Buyer at ING 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. ING reserves the right to deny membership privileges to any individual or entity, in its sole and absolute discretion.

B. Registration. Buyers must complete the buyer registration form, and pay a one-time nonrefundable registration fee. ING offers two registration options:

1. Trial Registration. A one-time thirty (30) day free trial registration, during which Buyers shall have the ability to browse through Copart's website and bid on and purchase no more than one (1) vehicle during the trial registration. Buyers shall have the ability to upgrade the trial registration to an Annual registration at any time during the thirty (30) day trial period, by paying the registration fee of \$150.00. In the event the Buyers do not choose to upgrade to Annual Registration within the free trial period, their account will be closed and the security deposit refunded.

2. Annual Registration. An annual registration, during which Buyers shall have the ability to browse through Coparts website and bid on and purchase unlimited number of vehicles for one (1) year. The annual nonrefundable registration fee is \$150.00. ING reserves the right to increase registration and renewal fees at any time without notice.

Buyer's valid driver's license, state-issued ID or passport must be included with all registrations. All registration and renewal fees are non-refundable.

Example: If you want to bid on two (2) vehicles at the same time you must have at least \$800.00 on deposit with ING. This will allow you to bid up to \$4,000.00 on each vehicle or a combined total of \$8,000.00 on both vehicles. If you want to bid more than a total of \$8,000.00 on both vehicles then you have to increase the deposit to a value that is at least 10% of the total amount of money you wish to bid. Similarly, if you would like to bid on three vehicles at the same time, you must have at least \$1,200.00 on deposit with ING. This will enable you to bid up to \$4,000.00 on each vehicle or a combined total of \$12,000.00 on three vehicles.

Please Note: The deposit can not be used to pay for a vehicle(s) either in part or in full. It is fully refundable at any time upon request, provided there are no unfinished transactions or pending payments in your account.

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/c2/home.html> ("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 ING's 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 ING's services.

F. Membership Revocation. ING 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 Copart and ING, 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 or ING premises. Buyers agree to indemnify, defend, and hold Copart and ING 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 or ING premises. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL ING 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 ING 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, e-mail, and facsimile.

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 ING 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 \$5,000.00. Virtual Sale Bid is currently at \$5,000.00 (a tie with your bid - unfortunately, it happens). Your Preliminary Bid is placed next at \$5,100.00 (because you checked the increment bid box). The car sells to you at no more than \$5,100.00 or to Virtual Bidder for \$5,200.00 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 ING 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 ING 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**. ING 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 canceled.

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 ING 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 ING 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 ING or Copart be liable for subsequent claims of damage or loss of any kind or nature whatsoever**

J. 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.

III. FEES AND PAYMENTS

A. Payments for Vehicles. All payments for vehicles bought through ING 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 will be added to each item bought. Each auction facility has a set number of days (8-10 calendar days, including the sale day) for ING to pay for the vehicle(s). In the event the payment is not received by ING within the allowed time frame, the Buyer shall be considered to have forfeited its deposit and ING shall have the right to relist the vehicle. Payment for vehicles may be made to ING via money wire, cashier's check or money order. Payments for vehicles made by PayPal, Google Checkout or any other merchant system will be not accepted. Acceptance of company checks is subject to prior approval by the ING Accounting Department. 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 ING of a dishonored check, and to pay ING NSF 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 ING are subject to a \$200.00 transaction fee for each item bought. Florida residents purchasing to register the vehicle in Florida agree to pay a transaction fee of \$399.00 per each item bought.

C. Storage Fee. All vehicles not removed from Copart's facilities within seven (7) calendar days of sale including sale day are subject to a storage fee of \$20.00 per day. If a vehicle is not picked up from Copart's facilities within 20 days of purchase, the vehicle may be removed from the Copart's facilities to one of ING's facilities. The Buyer will be responsible for all towing charges, as well as any storage charges that may accrue. Buyer will have ten (10) days to pick up the vehicle from ING's storage facilities. If in that time period the vehicle has not been picked up, the Buyer will be considered to have forfeited all of its rights in the vehicle, and the vehicle will become the property of ING.

D. Sales Tax Indemnification. Buyers purchasing vehicles from ING on wholesale, pursuant to a sales tax exemption certificate, agree to indemnify, defend, and hold ING 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. Florida Buyers. Vehicles bought by residents of the state of Florida are subject to a state sales tax of 6% and an additional county discretionary sales surtax (based on the county of Buyer's residence). (Please see <http://dor.myflorida.com/dor/forms/2010/dr15dss.pdf> for more detailed information.)

F. Any vehicle purchased in the state of Florida, even if purchased by an out-of-state Buyer, is subject to the state sales tax, unless the vehicle is shipped by ING to a state other than Florida. In the event the Buyer elects to pick up the vehicle from Copart's facilities in Florida, regardless of the state of Buyer's residence, he shall be obligated to pay the state sales tax prior to the pick up of the vehicle.

F. Re-list Fees. In the event a vehicle is not paid for within the time specified by the ING, Buyer agrees that ING may, in its sole and absolute discretion, cancel the sale and relist the vehicle for sale. Buyer agrees to pay ING the relist fee of \$400.00 or 10% of the sale price, whichever is greater and ING's transaction fee of \$200.00. This fee will be taken from the Security Deposit paid in advance to ING. Buyers who repeatedly fail to fulfill their obligations are subject to suspension or revocation of their bidding privileges. Note: in some circumstances, after a Relist occurs, the auction is able to have Relist reversed. In the event that we are able to successfully reverse the sale, the reverse Relist fee is \$50.00.

All vehicles bought through ING are subject to Copart Fees: Please see the Fee schedule located within the copy of our Terms and Conditions located on our website.

Past Due Amounts:

Additionally, any amounts past due, shall bear interest at the lesser of 1.5% per month or the maximum interest rate permitted by law. Buyer also agrees to pay any and all costs incurred in attempting to collect past due accounts, including reasonable attorney's fees and court costs.

No Refund:

Buyer agrees and acknowledges that due to the non-cancelable and irrevocable nature of the transactions contemplated herein, all fees and deposits (with the exception of unused Security Deposit) are non-refundable and no credit card authorization may be revoked or be subject to "charge-back" for any reason.

IV. DISCLAIMERS

A. Vehicle Condition and History Disclaimer.

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

All vehicles offered for sale through ING 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 ING 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 ING. 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. ING expressly disclaims any and all representations, warranties, and guarantees regarding vehicles sold through a Copart facility. ING 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, ING does not guarantee that vehicles are equipped with any or all VIN plates. Parts may be missing. ING 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 ING 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 your expense.

B. Registration Laws Disclaimer. ING 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 thru ING. (For example, a vehicle legally purchased on a clean title by a Buyer thru ING 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".)

C. NMVTIS Reporting Disclaimer. Vehicles listed for sale at Copart have been reported to the National Motor Vehicle Title Information System ("NMVTIS"), and transaction data related to vehicles purchased though ING is reported to NMVTIS, at ING's sole discretion. Buyer accepts all risks associated with the purchase of vehicles through ING resulting from the reporting of the vehicle or the purchase transaction data to NMVTIS by ING or others.

V. SHIPPING

A. ING, at Buyer's request, shall ship any vehicle purchased by such Buyer from Copart domestically or internationally. ING shall use reasonable efforts to pick up the vehicle from Copart's facilities within five (5) business days of the sale of the vehicle, to prevent incurrence of storage charges. In the event, ING is unable to pick up the vehicle within said time period, Buyer agrees to pay \$20.00 per day as a storage fee.

B. Shipping Payment. Buyer shall pre-pay all costs incurred by ING with respect to the shipment of the vehicle, including but not limited to, storage fees, loading fees, fees for export documents, and key service fees. Prices for shipping are subject to change based on, among other things, market fluctuations and other unanticipated events. ING does not guarantee any shipping prices listed to the Buyer.

C. Shipping Disclaimer. ING shall use reasonable efforts to ship and deliver the vehicle to Buyer's destination within the agreed upon time and in the same condition as on the date of the sale.

ING expressly disclaims any and all liability with respect to damages to the vehicle, loss of keys, theft of parts or the vehicle, and/or delays in the shipment of the vehicle to Buyer. ING shall hold no responsibility with respect to the vehicle after the vehicle has been delivered to the location indicated by the Buyer.

Buyer acknowledges and agrees that the ING will use commercially reasonable measures to deliver the vehicle to the customer's specified location in the same condition as it was on the purchase date and within the specified time. However, should this be not the case, Buyer understands and agrees that he or she may not hold ING responsible or liable for delay of shipment, loss of keys, damages, or the theft of parts or the vehicle. Moreover, ING specifically rejects, with the consent of the Buyer, any responsibility for the vehicle after it has been delivered as to the location where it will be stored.

VI. MISCELLANEOUS

A. Governing Law Jurisdiction. This Agreement together shall be governed by the laws of the State of Florida without reference to the principles of conflicts of law. Each party hereby irrevocably submits to the jurisdiction of the courts of the State of Florida, sitting in Miami Dade County, and the courts of the United States for Florida.

B. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term or provision.