



BUYER TERMS AND CONDITIONS

May 13, 2011

As a registered buyer ("Buyer") of J&L Auto Brokers, you agree to be bound by the following Buyer Terms and Conditions. **J&L AUTO BROKERS** reserves the right to amend Buyer Terms and Conditions at any time without prior notice.

BY REGISTERING WITH J&L AUTO BROKERS, YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU ARE REGISTERING WITH AND PURCHASING VEHICLES FROM J&L AUTO BROKERS AND NOT FROM COPART.

BUYER TERMS AND CONDITIONS

As a registered buyer ("Buyer") with **J&L AUTO BROKERS** you agree to be bound by the following Buyer Terms and Conditions:

A. As a Buyer with **J&L AUTO BROKERS**, you will bid live at Copart's website. You will receive a buyer number and password under our own account to sign in to Copart. By registering with **J&L AUTO BROKERS** you have access to all vehicles sold through Copart **with the exception of the VIX vehicles**. **J&L AUTO BROKERS** will then assist you in purchasing and shipping.

B. Buyer's number and passwords are for Buyer and Buyer only. You are responsible for your Login and maintaining the confidentiality of your 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 suspect any illegal activity or use of your account, please contact **J&L AUTO BROKERS** immediately.

C. Links to Third-Party Websites

Our website contains links to third-party websites. Please review the privacy policies of these websites to be informed of their respective privacy practices. We bear no liability or responsibility for the privacy practices of any third-party website.

DISCLAIMERS

1. Vehicle Condition and History Disclaimer.

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

All vehicles sold through **J&L AUTO BROKERS** are “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 offered for sale, including but not limited to cars, trucks, motorcycles, boats, jet skis, industrial equipment, homeowners salvage, trailers, RV’s, etc. **J&L AUTO BROKERS** 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 by Copart or **J&L AUTO BROKERS** 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 through **J&L AUTO BROKERS**. 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. **J&L AUTO BROKERS** and its vehicle suppliers expressly disclaim any and all representations, warranties, and guarantees regarding vehicles purchased from **J&L AUTO BROKERS**. **J&L AUTO BROKERS does not guarantee that keys are available for any vehicle purchased from J&L AUTO BROKERS, 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, **J&L AUTO BROKERS** does not guarantee that vehicles are equipped with any or all VIN plates. Parts may be missing. **J&L AUTO BROKERS** 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.**

I agree that vehicles purchased from J&L Auto Brokers are 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.

2. Registration Laws Disclaimer. **J&L AUTO BROKERS** 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 that are purchased from **J&L AUTO BROKERS** (For help and any question please via email us at sales@jlautobrokers.com)

3. DMV/MVD/DOR Paperwork Disclaimers. **J&L AUTO BROKERS** is not responsible for defects, errors, or omissions (i) related to motor vehicle department or department of revenue paperwork not processed by the auction, or (ii) made by DMV/MVD/DOR.

Title and all related paperwork will read exactly how you register. We WILL NOT change any names. NO EXCEPTIONS

4. 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.

MEMBERSHIP

1. **Membership Eligibility.** Membership as a registered Buyer with **J&L AUTO BROKERS** 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. **J&L AUTO BROKERS** reserves the right to deny membership privileges to, or exclude from **J&L AUTO BROKERS** or **Copart**, any individual or entity, in its sole and absolute discretion.
2. **Registration.** A registration fee of 50.00 USD is good for 90 calendar days. If you should need more than 90 calendar days, please contact **J&L Auto Brokers** prior to the expiration of the 90 calendar days. If you would like to inquire about registering for a longer period of time, please contact **J&L Auto Brokers** to make prior arrangements. Buyers must complete the buyer registration form. **J&L Auto Brokers** reserves the right to increase registration and renewal fees at any time without notice. (**SEE SERVICE PRICE SHEET SUMMARY BELOW**)
3. **Bid Number & Password.** Upon successfully registering through our website, you will receive a Copart Online Bidding Login ID ("Login"), and a password ("Password").
4. **Account Activity.** Buyers are responsible for all bidding activity, including, without limitation, all Preliminary Bids and Virtual Bids submitted under Buyer's username and password through <http://copart.com> ("Copart") and 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 bidding activity and charge incurred prior to Company's receipt of written notice from Buyer of the unauthorized activity.
5. **Compliance.** Buyers shall comply with all applicable laws, statutes, ordinances, and regulations regarding their use of **J&L AUTO BROKERS'** services.
6. **Membership Revocation.** **J&L AUTO BROKERS** reserves the right to suspend or revoke the membership of a Buyer for any reason, in its sole and absolute discretion
7. **Release of Liability and Indemnification.** Buyers are irrevocably and unconditionally waive and release their rights (if any) to recover from Copart and **J&L AUTO BROKERS**, their respective 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 **J&L AUTO BROKERS** premises. Buyers agree to indemnify, defend, and hold Copart and **J&L AUTO BROKERS** 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 Copart or **J&L AUTO BROKERS** premises. **UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL COPART OR J&L AUTO BROKERS 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 COPART OR J&L AUTO BROKERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Buyers and guests who are California residents waive California Civil Code §1542, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

SALE POLICIES

A. Bid Rejection. Copart reserves the right to reject or void bids for any reason, at 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 **J&L AUTO BROKERS** harmless from any and all liability arising out of decisions made in resolving disputes.

B. Bids Entered. Once a bid has been submitted, it cannot be retracted, deleted, or cancelled.

C. 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. **J&L AUTO BROKERS** will neither have liability nor obligation to Buyers as a result of any vehicle withdrawal, or sale cancellation or postponement.

D. Tie Bid Policy. Virtual Bids prevail over Preliminary Bids of equal amount.

E. Increment Bidding. Increment bidding is an option available to Buyers using Preliminary Bidding that authorizes Company 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 \$6,000. Virtual Sale Bid is currently at \$6,000 (a tie with your bid -unfortunately, it happens). Your Preliminary Bid is placed next at \$6,100 (because you checked the increment bid box). The car sells to you at no more than \$6,100 or to Virtual Bidder for \$6,200 or more.

F. 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.

G. On-Approval /On Minimum bid Vehicles. Vehicles sold "On-Approval / On-Minimum bid" will not be released to Buyers unless and until the seller notifies auction 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 auction notification of high bid acceptance. However, the majority of "On-Approval / On-Minimum bid" vehicles receive bid acceptance or rejection within one day

H. Vehicle and Title Release. **J&L AUTO BROKERS** reserves the right not to release any vehicle or vehicle title for any reason.

I. Risk of Loss. Buyer takes full responsibility and assumes all risk of loss for all vehicles purchased from the time the auction accepts Buyer's bid. From and after acceptance of Buyer's bid (for vehicles located at an auction 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) **J&L AUTO BROKERS** 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) **J&L AUTO BROKERS** 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 **J&L AUTO BROKERS**; and (3) **J&L AUTO BROKERS** 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 J&L AUTO BROKERS 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.

FEES, SERVICES, AND PAYMENT

1. Registration fee: has a cost of \$50.00 USD to sign up. Which would give the subscriber the right to place offers on vehicles located on Copart.com for 90 calendar days. **Registration page must be filled out in full detail before being issued a Bidder Number and Password to bid at Copart.com (SEE SERVICE PRICE SHEET SUMMARY BELOW)**

2. Security Deposit: J&L Auto Brokers collects a minimum of \$400 USD as a security deposit from Buyer. The security deposit enables Buyer to bid up to \$4,000 USD for the purchase of any vehicle(s). If Buyer wishes to bid an amount higher than the security deposit, Buyer must submit \$100 USD for each additional \$1,000 USD of desired bid. Example: if Buyer wants to bid on a vehicle up to \$8,500 USD, he must have \$850 with Company as security deposit prior to bidding. Buyer must maintain the security deposit with Company at a minimum of \$400 USD at all times. J&L Auto Brokers will return the security deposit upon Buyer's request if all invoices have been paid, but Buyer's account will be suspended. In the event Buyer fails to pay any invoice and the debt becomes uncollectible, J&L Auto Brokers will use the security deposit to satisfy the debt. J&L Auto Brokers reserves the right to raise the security deposit for any Buyer for any reason, in its sole and absolute discretion. **Buyers must maintain a minimum Security Deposit of \$400 USD or greater to maintain a bidder account. If there is no Security Deposit in your bidder account for 7 days. Your bidder account will be closed.**

3. Security Deposit Refunds: The Security Deposit is refundable ONLY if the vehicle is not purchased, (the vehicle sells for more at the Auction than the customer's offer is Not Approved by the Auction). Within 24 hours after the results of the Auction are released, if you were not successful acquiring the vehicle, you will receive a notification email asking if you wish for Security Deposit to be refunded or if you want to keep it in fund for a future auction. If the bidder wishes a refund we will issue it within 48 hours of receiving the buyer's answer. The refund is always made via PayPal or a company check. If the vehicle has been acquired from the auction and the customer cancels the purchase, the **Security Deposit will be used to satisfy the Relist Fee Any remaining Security Deposit will be refunded.. After 45 days all Security Deposits will be refunded via company check, no exception.**

3. Transaction fee: All vehicles bought through J&L Auto Brokers are subject to a \$200 or 5% of winning bid amount, whichever is greater, transaction fee per vehicle bought.

4. Payment of vehicle: Full payment must be received by J&L AUTOBROKERS within TWO BUSINESS DAYS of winning vehicle at the auction. All vehicles not paid for in the first two business days will incur a late fee of \$50.00, per vehicle. The payment must be sent via PayPal. If the vehicle is not paid in full during the **first SIX BUSINESS days** after the purchase notification, **J&L AUTOBROKERS** will consider the vehicle as LOST; the customer will forfeit Security Deposit and all claims to vehicle. After one instance of nonpayment the subscriber is subject to termination of their account.

5. Storage Fee: A Storage Fee of \$20.00 per day will be applied when a vehicle has not been picked up within **SIX DAYS**

6. Facilities Entrance Fee: There will be a fee of **\$25 per person per entry**, for buyers wishing to enter auction facilities to inspect vehicles. Payment must be made at auction facility at time of entry. **Absolutely no exceptions will be made**

NOTICE: Deposit can be made by PAYPAL. Payment can be made by PAYPAL

1. Sales Tax Indemnification. Buyers purchasing vehicles from **J&L AUTO BROKERS** at wholesale pursuant to a sales tax exemption certificate agree to indemnify, defend, and hold **J&L AUTO BROKERS** 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.

2. Relist Fees. In the event a vehicle is not paid for within the time specified by **J&L AUTO BROKERS**, Buyer agrees that **J&L AUTO BROKERS** may, in its sole and absolute discretion, cancel the sale, relist the vehicle for sale. Buyer agrees to pay **J&L AUTO BROKERS** the relist fee of \$400 USD or 10% of the sale price, whichever is greater. Buyer will pay this from their Security Deposit and be responsible to pay a relist fee, plus any collection costs, including court costs and reasonable attorney's fees. Relist fees may vary by facility. Buyer agrees to verify relist fees prior to bidding on vehicles. Buyers causing excessive vehicles to be relisted are subject to suspension or revocation of their bidding privileges.

We DO NOT accept personal, company or credit card checks. NO EXCEPTIONS

Unpaid Fees and Priority of Application of Payment. Payments made by Buyer to **J&L AUTO BROKERS** will be applied in the following order: first towards any unpaid fees (including but not limited to Buyer, storage, or late payment), then towards payment of any vehicles purchased by Buyer. For example, if Buyer makes a payment of \$1,000, but has outstanding late fees of \$75, **J&L AUTO BROKERS** shall apply the first \$75 towards the unpaid late fees, with the remaining \$925 applied towards payment for vehicles. Buyer agrees that **J&L AUTO BROKERS** has no duty to release vehicles or vehicle titles until all unpaid fees are paid in full.

Copart Fees: Please see the Terms and Conditions listed on our registration page.

INSPECTIONS DISCLAIMER

J&L AUTO BROKERS is not responsible for the Inspection Report offered in every vehicle. This inspection is performed by a third party not related to us and is offered as an additional service for our visitors. The use of this service is at your own risk and neither **J&L AUTO BROKERS** warranty that this service will meet your requirements and that the results obtained will be accurate, reliable, complete or current. You agree that the results of the report performed by the third party does not warranty, express or implied, including but not limited to any warranty of fitness for a particular purpose or merchantability the vehicles sold through **J&L AUTO BROKERS**. We encourage all our buyers to not solely rely their purchase decision on the inspection report.

Site Access

We cannot guarantee continuous or secure access to our services, and operation of the Site may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions. We are not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of our Site. You agree that you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not: take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure; interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site.

Risk of Loss

The customer takes full responsibility and assumes all risk of loss for all vehicles purchased from **J&L AUTO BROKERS**. The customer agrees that **J&L AUTO BROKERS** and the storage facility itself shall not be responsible for damage to or loss of the vehicle or parts thereof due to operational procedures in place at all of those facilities, from acts of theft or vandalism, or natural phenomena. The storage facility 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 the Storage facility, **J&L AUTO BROKERS**, and the storage facility shall not be responsible for any claim of damage made after the vehicle has left the storage premises.

MISCELLANEOUS TERMS AND CONDITIONS

A. Forum Selection, Venue, Jurisdiction, Choice of Law, and Service of Process. Buyer acknowledges and accepts the following as express conditions to membership with J&L AUTO BROKERS:

1. Any action or proceeding arising out of a vehicle purchased at the auction shall be litigated only in the state/province and county where the auction facility that stored the vehicle at the time of sale was located. The laws of the state/province in which the auction facility that stored the vehicle at the time of sale shall apply. For example, if a vehicle was stored at the auction's facility in Houston, Texas at the time of sale, any action or proceeding arising out of the sale of that vehicle must be litigated in Harris County, Texas and Texas law would apply.

2. Buyer consents to the forum selection, choice of law, jurisdiction, and venue provisions describe above.

B. Integration. This Agreement is the entire and sole agreement of the parties hereto with respect to its subject matter. There have been no representations, warranties, or promises outside of the Terms and

WE DO NOT SELL OR RESELL CUSTOMER VEHICLE

As a Buyer you agree to be bound by these Terms and Conditions. J&L AUTO BROKERS reserve the right to change Terms and Conditions upon notice.

Should Buyer have questions and issues, it is the Buyer's responsibility to contact J&L AUTO BROKERS before bidding. 888-423-2114 or at info@jlautobrokers.com

J&L Auto Brokers

Tel: 888-423-2114 or sales@jlauto brokers.com

SERVICE PRICE SHEET SUMMARY

SERVICE	PRICING
No registration required for single item purchase.	TO INQUIRY PLEASE CALL US
3 MONTH ONLINE SERVICE	\$50 USD
6 MONTHS ONLINE SERVICE	CALL FOR QUOTE
1 YEAR ONLINE SERVICE	CALL FOR QUOTE
TRANSACTION FEE	GREATER OF \$200.00 USD OR 5% OF WINNING BID
SECURITY DEPOSIT	\$400.00 USD 10% OF DESIRED MAXIMUM BID
BIDDING, BUYING, CONSULTING	CALL FOR QUOTE
VEHICLE OWNERSHIP TRANSFER	INCLUDED IN TRANSACTION FEE
INTERSTATE SHIPPING	CALL FOR QUOTE
INTRASTATE SHIPPING	CALL FOR QUOTE
EXPORT DOCUMENT PROCESSING	CALL FOR QUOTE
EXPORT SHIPPING	CALL FOR QUOTE
PARTS LOCATING	CALL FOR QUOTE
SALVAGE AND STATE INSPECTION (APPLIES ONLY TO ALABAMA RESIDENTS)	CALL FOR QUOTE

Please see the buyer fee schedule located within the copy of our Terms and Conditions located on our website.