

BUYER TERMS AND CONDITIONS

3/26/2010

As a registered buyer ("Buyer") at M-97 Auto Parts ("M-97") you agree to be bound by the following Buyer Terms and Conditions. M-97 Auto Parts reserves the right to amend Buyer Terms and Conditions at any time without prior notice to you. Unless otherwise stated, all fees are quoted in U.S. Dollars.

Buyer(s) are customers of M-97 Auto Parts and are purchasing vehicle(s) from M-97 Auto Parts, and not from Copart.

I. DISCLAIMERS

A. Vehicle Condition and History Disclaimer.

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

All vehicles sold/bought through M-97 Auto Parts are sold/bought as is where is, without any warranty expressed 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 www.Copart.com and purchased from M-97 Auto Parts, including but not limited to cars, trucks, motorcycles, boats, jet skis, industrial equipment, homeowners salvage, trailers, RV's, etc. M-97 Auto Parts 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 M-97 Auto Parts and its vehicle suppliers for convenience only. It is the sole responsibility of the buyer to ascertain, confirm, research, inspect, and/or investigate vehicle as well as any and all vehicle information prior to buying the vehicle.

I agree that vehicles 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.

M-97 Auto Parts does not guarantee that any vehicle bought can be legally registered in any state or country, and buyer accepts all risk associated with variations in vehicle title and registration laws between states, provinces, and countries that may negatively impact the marketability of vehicles purchased through M-97 Auto Parts.

C. DMV/MVD/DOR Paperwork Disclaimers.

M-97 Auto Parts is not responsible for defects, errors, or omissions (i) related to motor vehicle department or department of revenue paperwork not processed by M-97 Auto Parts, or (ii) made by DMV/MVD/DOR.

II. SALE POLICIES

A. Bid Rejection.

Copart reserves the right to void bids for any reason, in Copart's sole and absolute discretion. Buyers agree to indemnify, defend, and hold M-97 Auto Parts harmless from any and all liability arising out of decisions made in resolving disputes.

B. Buyer Number Cancellation.

M-97 Auto Parts or Copart may, in its sole and absolute discretion and with or without notice, withdraw a buyer number from a sale. M-97 Auto Parts will neither have liability nor obligation to buyers as a result of any number withdrawal, or sale cancellation or postponement.

C. Vehicle and Title Release.

M-97 Auto Parts reserves the right not to release any vehicle or vehicle title for any reason. All titles are made out to M97 and then M97 will transfer to their buyer

D. Bids Entered.

Once a bid has been submitted, it cannot be retracted, deleted, or cancelled by the buyer.

E. Risk of Loss.

Buyer takes full responsibility and assumes all risk of loss for all vehicles purchased from the time auction accepts Buyer's bid. Once a vehicle is removed from auction premises it is accepted AS IS, and under no circumstances will Copart and M-97 Auto Parts be liable for any claims of damage or loss of any kind or nature whatsoever.

F. 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.

G. Auction Sales.

Buyer has 30 days to remove vehicles from Copart sale location. After 30 days, the vehicle will be moved from the Copart sale location to M-97 Auto Parts facilities and Buyer will be responsible for towing charges from the auction location to storage or M-97 Auto Parts' facility, plus any storage charges that may accrue from that day onward, for up to 30 days. After the vehicle has been at M-97 Auto Parts facility for 30 days, and the towing and storage charges have not been paid, the vehicle will be considered abandoned and M-97 Auto Parts will dispose of the vehicle accordingly.

III. MEMBERSHIP

A. Membership Eligibility.

Membership as a registered Buyer with M-97 Auto Parts is open to individuals 18 years of age and older. In addition, Copart specific requirements and applicable laws, regulations, and restrictions may further limit M-97 Auto Parts vehicle purchasing eligibility, and therefore our Buyer's vehicle purchasing eligibility. M-97 Auto Parts reserves the right to deny membership privileges to any individual or entity, in its sole and absolute discretion.

B. Registration.

Registered buyers must complete the buyer registration online, and pay a nonrefundable registration fee. Registration fee is variable directly relating to the initial service time requested. This fee can range from \$0 to \$200. Wholesale purchasers must provide copies of current licenses and completed sales tax exemption certificates. Membership is renewable by paying a nonrefundable membership renewal fee and submitting copies of all current licenses, and any information regarding change of ownership or address. M-97 Auto Parts reserves the right to increase registration and renewal fees at any time without notice. Please see chart in section VI for a complete breakdown of our fees.

C. Account Activity.

Buyers are responsible for all bidding activity, including, without limitation, all Preliminary Bids and Virtual Bids submitted under Buyer's Buyer number and password through Copart's website or through terminals located in kiosks at Copart facilities. Buyer number may not be transferred or assigned to any person or entity. In the event a Buyer number, membership ID, or username and password are used without authorization, Buyer shall be responsible for all bidding activity and charges incurred prior to M-97 Auto Parts' receipt of written notice from Buyer of the unauthorized activity.

D. Compliance.

Buyers shall comply with all applicable laws, statutes, ordinances, and regulations regarding their use of M-97 Auto Parts' and Copart's services.

E. Membership Revocation.

M-97 Auto Parts reserves the right to suspend or revoke the membership of a Buyer for any reason, in its sole and absolute discretion.

F. Release of Liability and Indemnification.

Buyers and their guests irrevocably and unconditionally waive and release their rights (if any) to recover from M-97 Auto Parts and 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 M-97 Auto Parts or Copart premises. Buyers agree to indemnify, defend, and hold M-97 Auto Parts and Copart 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 M-97 Auto Parts or the Copart premises. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL M-97 Auto Parts 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 M-97 AUTO PARTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IV. FEES, PAYMENT, AND DELIVERIES

A. Fees.

Buyer agrees to pay a per vehicle transaction fee of the greater amount of \$225.00USD or 2% of the sale price to M-97 Auto Parts payable together with all other applicable auction fees within 48 hours of the purchase. Buyer is solely responsible for ascertaining fees applicable to a Copart facility prior to incurring any charges. Copart buyer fees can be found in the terms and conditions located on our registration page.

B. Payment.

Payment for vehicles may be made by cashier's check or money order, credit cards, or bank to bank wire transfers and must be made directly to M-97 Auto Parts. 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 days after receipt of notice from M-97 Auto Parts, and to pay M-97 Auto Parts' 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.

C. Sales Tax Indemnification.

Buyers purchasing vehicles from M-97 Auto Parts at wholesale pursuant to a sales tax exemption certificate agree to indemnify, defend, and hold M-97 Auto Parts harmless from any and all sales tax assessments, fines, penalties, damages, and costs, including attorney's 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.

D. Relist Fees.

In the event a vehicle is not paid for within the time specified by the auction facility where the vehicle was sold, Buyer agrees that M-97 Auto Parts may, in its sole and absolute discretion, cancel the sale, relist the vehicle for sale and buyer shall forfeit the security deposit and be responsible to pay a relist fee, plus any collection costs, including court costs and reasonable attorney's fees. Relist fees shall be 10% of the sales price of the vehicle; your Security Deposit will be used to pay this fee. 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.

E. Security Deposits.

1. Security Deposit for all Buyers. Upon registering with M-97 Auto Parts as a Buyer, M-97 Auto Parts will collect a security deposit in the amount of \$400.00. The Security Deposit serves two purposes. First, it is the basis under which you are permitted to bid on the Copart Site up to the bidding limit you agreed to upon your registration. Second, it provides security to the Company in the event you default on payment for a Vehicle. The Security Deposit is not to be used towards the Purchase Price of any Vehicle unless the customer wishes to close the account. At the time of registration, a fully refundable Security Deposit of \$400.00 is supplied to M-97 Auto Parts and is based on a 1 car / \$4000 bid limit. After registration, the customer can raise their bid limit by increasing the security deposit to 10% of a negotiated new bidding limit.

V. MISCELLANEOUS TERMS AND CONDITIONS

A. Auction Yard Rules.

1. Repairing vehicles on auction yard premises is strictly prohibited.
2. Vehicles not removed from auction parking or loading facilities by 4:45pm will be moved to the locked storage area and will only be released upon payment of an additional gate and storage fee.
3. Anyone caught stealing or damaging vehicles will be arrested and prosecuted to the fullest extent of the law. This includes keys.

B. Forum Selection, Venue, Jurisdiction, Choice of Law, and Service of Process.

Buyer acknowledges and accepts the following as express conditions to membership with M-97 Auto Parts:

1. This buyer terms and conditions shall be governed by the law of the State of Michigan.
2. Buyer consents to the forum selection, choice of law, jurisdiction, and venue provisions described above.
3. Buyer consents to the service of process by certified or registered mailing of the summons and complaint to the last address provided by Buyer to M97 Auto Parts.

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 Conditions.

VI. FEES BREAKDOWN

All paperwork and title transfers will be completed as specified by the State of Michigan.

SERVICE SHEET SUMMARY

SERVICE	PRICING
1 WEEK: MAX 1 VEHICLE (REGISTRATION)	\$0 DEPOSIT REQUIRED MINIMUM \$400
1 MONTH (REGISTRATION / INCREASE)	\$50
3 MONTHS (REGISTRATION / INCREASE)	\$100
6 MONTHS (REGISTRATION / INCREASE)	\$150
1 YEAR (REGISTRATION / INCREASE)	\$200
TRANSACTION FEE	GREATER OF \$225 OR 2% OF THE SALE PRICE
SECURITY DEPOSIT	\$400 AND UP (10% OF THE MAXIMUM BID AMOUNT)
VEHICLE INSPECTION	\$150
VEHICLE OWNERSHIP TRANSFER	CALL FOR QUOTE
STORAGE	COPART: \$20/DAY (AFTER 7 DAYS OF SALE DATE) M-97: \$10/DAY
VEHICLE REGISTRATION	CALL FOR QUOTE
VEHICLE REPAIR	CALL FOR QUOTE
INTERSTATE SHIPPING	CALL FOR QUOTE
INTRASTATE SHIPPING	CALL FOR QUOTE
EXPORT DOCUMENTATION	CALL FOR QUOTE
EXPORT SHIPPING	CALL FOR QUOTE
EXPORT FINANCED	N/A
PARTS LOCATING	CALL FOR QUOTE
IMPORT DOCUMENT PROCESSING	CALL FOR QUOTE

SALVAGE AND STATE INSPECTION	\$50 + STATE INSPECTION FEE
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