



BUYER TERMS AND CONDITIONS

May 12, 2010

As a buyer (“Buyer”) at **Pro Collision**, you agree to be bound by the following Buyer Terms and Conditions. **Pro Collision** 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.

By registering with Pro Collision, the customer acknowledges he/she understands that he/she is registering with and purchasing the vehicles from Pro Collision and not from Copart.

I. DISCLAIMERS

A. Vehicle Condition and History Disclaimer

All VEHICLES ARE SOLD “AS-IS WHERE-IS”

All vehicles sold through **Pro Collision** 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, including but not limited to cars, trucks, motorcycles, boats, jet skis, industrial equipment, homeowners salvage, trailers, RV’s, etc. **Pro Collision** 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 **Pro Collision** 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 offered for sale through **Pro Collision**. 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. **Pro Collision** and its vehicle suppliers expressly disclaim any and all representations, warranties, and guarantees regarding vehicles sold through **Pro Collision**. **Pro Collision** does not guarantee that keys are available for any vehicle sold through **Pro Collision**, 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, **Pro Collision** does no guarantee that vehicles are equipped with any or all VIN plates. Part may be missing. **Pro Collision** 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 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. **Pro Collision** 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 through Procollision. (For example, a vehicle legally purchased on a clean title by a Buyer at **Pro Collision** 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. DMV/MVD/DOR Paperwork Disclaimers. **Pro Collision** is not responsible for defects, errors, or omissions (i) related to motor vehicle department or department of revenue paperwork not processed by **Pro Collision** or (ii) made by DMV/MVD/DOR.

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 **Pro Collision** 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. **Pro Collision** and Copart will neither have liability nor obligation to Buyers as a result of any vehicle withdrawal, or sale cancellation or postponement.
- C. Vehicle and Title Release. **Pro Collision** and Copart reserve the right not to release any vehicle or vehicle title for any reason.
- D. Bids Entered. Once a bid has been submitted, it cannot be retracted, deleted, or cancelled.
- E. 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 the auction’s premises. Buyer agrees that under the terms of the bailment, (1) **Pro Collision** 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) **Pro Collision** 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 **Pro Collision**; and (3) **Pro Collision** shall not be responsible for any claim of damage made after the vehicle has left the auction's premises, 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 or Pro Collision's premises it is accepted AS-IS, and under no circumstances will Copart or Pro Collision be liable for subsequent claims of damage or loss of any kind or nature whatsoever.** In the event **Pro Collision** is responsible, damages shall be limited to the lesser of (I) the amount of the diminution in value of the vehicle as reasonably estimated by **Pro Collision**, or (ii) the purchase price (in which case Buyer shall return the vehicle to Copart). Copart may, in its sole discretion, resell the vehicle at a Copart sale, and the difference between the original sale price and the resale price shall be conclusive as to the amount of diminution of value, if any.

F. Import/Export Issues.

We do not offer import/export services at this time.

- G. Off-Site Sales. Buyer has 30 days to remove vehicles from offsite sale locations. After 30 days, the vehicle will be moved from the offsite sale location to one of Copart's facilities, and Buyer will be responsible for towing charges from the offsite location to Copart's facility, plus any storage charges that may accrue from that day onward, for up to 30 days. After the vehicle has been at Copart's facility for 30 days and the towing and storage charges have not been paid, the vehicle will be considered abandoned and Copart will dispose of the vehicle accordingly.

III. MEMBERSHIP

- A. Membership Eligibility. Registration as a Buyer at **Pro Collision** is open to individuals 18 years of age and older. You **must register with Pro Collision** in order to bid through **Pro Collision**. Registration is \$ 200.00 for one year, with a minimum security deposit balance of \$ 400.00. Both are required to be paid at the time of registration with Pro Collision. If you cancel your registration for any reason, the registration fee is non-refundable but the security deposit is refundable. Refund time is about 15 days for the security deposit. Yard-specific requirements and applicable laws, regulations, and restrictions may limit Buyer vehicle purchasing eligibility. **Pro Collision** reserves the right to deny bidding privileges to, any individual or entity, in its sole and absolute discretion.
- B. Registration. Buyers must complete the buyer registration form; registration is valid for 12 month's. Registration is \$ 200.00 for one year. Buyer must notify Pro Collision in writing 30 days prior to expiration or your registration period will renew automatically. Purchasers must provide copies of current driver's license, all current addresses including email address. **Pro Collision** reserves the right to increase registration and renewal fees at any time without notice. All fees, registration and deposit are solely the buyer's responsibility. All office, title and mailing fees are included in our registration fee.
- C. Authorized Bidders. Only individuals that sign up for a bidder number are authorized to purchase vehicles from **Pro Collision**.

- 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> or through terminals located in kiosks at Copart facilities. 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 Copart's receipt of written notice from Buyer of the unauthorized activity. Any person with a bidder number found to lend to any other person other than the original purchaser of the number will be fined \$200.00 for first offense, and lose bidding privileges.
- E. Compliance. Buyers shall comply with all applicable laws, statutes, ordinances, and regulations regarding their use of Pro Collision's services.
- F. Pro Collision Buyer Revocation. Pro Collision reserves the right to suspend or revoke the membership of a Buyer for any reason, in its sole and absolute discretion.
- G. Release of Liability and Indemnification. Buyers are irrevocably and unconditionally waive and release their rights (if any) to recover from Copart and Pro Collision, 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 Pro Collision premises. Buyers agree to indemnify, defend, and hold Copart and Pro Collision 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 Pro Collision premises. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL PRO COLLISION 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 HAS 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."
- H. Marketing and Promotional Material. Buyers agree they have affirmatively requested to receive marketing and promotional materials via mail, e-mail, and facsimile.

IV. FEES, PAYMENT, AND DELIVERIES

- A. Fees. Buyer, convenience, storage, loading/gate, late payment, and relist fees are subject to change without notice. A fee will be charged for each membership, duplicate salvage certificate or bill of sale requested. Buyer is solely responsible for ascertaining fees applicable to the Copart facility prior to incurring any charges. Please call Pro Collision for fee quotes.

- B. Transaction Fee. Each vehicle purchased will include a fee of \$250, or 5% of sale price, whichever is greater.
- C. Payment. Either PayPal or credit card may make payment for vehicles to **Pro Collision**. Buyers must make full payment with two calendar days of awarded vehicle date; awarded vehicle date counts as day one. Buyers agree to be personally liable for payment of any cashier's check or money order that is dishonored. In the event of a dishonored cashier's check, money order, or credit card, Buyer agrees to make payment within two days after receipt of notice from **Pro Collision** of a dishonored check, and to pay **Pro Collision's** 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.
- D. Sales Tax Indemnification. Buyers purchasing vehicles from agree to indemnify, defend, and hold **Pro Collision** 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. Relist Fees. In the event a vehicle is not paid for within the time specified by **Pro Collision**, Buyer agrees that **Pro Collision** may, in its sole and absolute discretion, cancel the purchase, relist the vehicle for sale, and Buyer shall be responsible to pay a relist fee, plus any collection costs, including court costs and reasonable attorney's fees. Relist fee is \$400 or 10% of high bid, whichever is Greater. Your Security deposit will be used to pay the Relist fee; any remaining deposit monies will then be refunded.
- F. Unpaid Fees and Priority of Application of Payments. Payments made by Buyer to **Pro Collision** will be applied in the following order: first towards any unpaid fees (including but not limited to Buyer, convenience, storage, loading/gate, late payment, relist, and delivery fees), then towards payment of any vehicles purchased by Buyer. For example, if Buyer makes a payment of \$1,000, but has outstanding relist fees of \$400, Pro Collision shall apply the first \$400 towards the unpaid relist fees, with the remaining \$600 applied towards payment for vehicles. Buyer agrees that **Pro Collision** has no duty to release vehicles or vehicle titles until all unpaid fees are paid in full.
- G. Security Deposits.
- a. Security Deposits for new buyers. Upon registering with **Pro Collision** as a Buyer, **Pro Collision** will collect a \$400 security deposit for a bid range of \$1 - \$4,000. To bid higher than \$4,000, a buyer must deposit an additional \$100 per every additional \$1000 bid (10%). **Pro Collision** will return the 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, **Pro Collision** will use the security deposit to satisfy the debt. Deposits are held for 1 year.
 - b. Increases in Security Deposit Requirements. Any Buyer whom is subject to the security deposit requirement may have the deposit requirement raised to an amount solely

determined by **Pro Collision** if Buyer has recurring issues involving the nonpayment of relist fees.

V. MISCELLANEOUS TERMS AND CONDITIONS

- A. **Homeowner Salvage Sales.** All homeowners salvage purchased at a Copart sale must be picked up on the sale day. There will be a 25% buyer fee added. \$50.00 loading/gate fee will only apply if a forklift is required to remove items purchased.

Frequently Asked Questions

- Q. What is the registration fee?
A. The fee paid to register with and become a customer of **Pro Collision** to purchase a Copart vehicle.
- Q. What is the security deposit?
A. This amount is used to secure your transaction in the event that you do not pay for the vehicle after the bid has been accepted and the vehicle awarded.
- Q. What is the transaction fee?
A. The fee paid by the customer for each vehicle purchase made by the customer through Pro Collision.