

## VEHICLE TRANSPORTATION SERVICES AGREEMENT

### Vehicle information:

Qty*	Make	Model	Color	Year
VIN				
VIN				
VIN				
VIN				

\* - if more than 1 unit, subject to dimensional limits.

**Destination Country:**

**Port of Discharge:**

### Consignee Information:

**Name:**

**Tel.:**

**Address:**

**Country:**

**Passport/ ID#:**

### Notify Party\*\* Information:

**Name:**

**Tel.:**

**Address:**

**Country:**

**Passport/ ID.#:**

\*\* if other than Consignee

### Schedule of Fees:

**Shipping cost:**

**Other fees:** See Vehicle Transportation Terms and Conditions set forth below.

CUSTOMER CONFIRMS THAT THE INFORMATION CONTAINED IN THIS VEHICLE TRANSPORTATION SERVICES AGREEMENT (THIS "AGREEMENT") IS ACCURATE AT THE TIME OF SIGNING. CUSTOMER AGREES TO BE BOUND BY THE VEHICLE TRANSPORTATION TERMS AND CONDITIONS SET FORTH BELOW, WHICH ARE INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT FOR ALL PURPOSES.

**Agreed:**

**Copart UAE Auctions LLC**

**Customer**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## VEHICLE TRANSPORTATION TERMS AND CONDITIONS

1. Services. Customer engages Copart UAE Auctions LLC, a company organized under the laws of the United Arab Emirates ("Copart UAE"), to provide vehicle transportation and customs clearance services (the "Services") to Customer regarding the vehicle(s) described in this Agreement (each, a "Vehicle" and collectively the "Vehicles"). Copart UAE shall transport and ship each Vehicle from the auction facility where the Vehicle was purchased, located in the United States of America ("U.S."), to the Port of Discharge specified in this Agreement. Customer acknowledges and agrees that these Services are provided solely by Copart UAE. Customer waives any claims it may have against Copart UAE's parent companies, subsidiaries or affiliates related to the Services or this Agreement.
2. Export Clearance Service. Relying upon information provided by Customer, Copart UAE will manage the export clearance of each Vehicle by (a) preparing required documentation, (b) making necessary filings, and (c) providing U.S. customs authorities with information needed to clear the shipment through U.S. customs.
3. U.S. Export Compliance. Customer agrees it will not export, re-export or permit the re-export of any Vehicle to an ultimate destination of a restricted and/or embargoed country listed by the U.S. Department of State, Department of Commerce, or Department of Treasury, and/or to any individuals named on the Directorate of Defense Trade Controls' Debarred List and Nonproliferation Sanction List, Bureau of Industry and Security's Denied Person's List, Entity List and Unverified List and the Office of Foreign Assets Control's Specially Designated Nationals List, or any other U.S. government list.
4. Import Clearance. Customer shall act as "importer of record" or other responsible party (as the case may be) of the each Vehicle under all import laws of the country of destination and Port of Discharge. Customer is solely responsible for compliance with all import requirements of the country of destination and Port of Discharge, including the preparation and filing of all required documentation with applicable government authorities and the payment of all import fees, duties, taxes, and any other charges payable upon import of a Vehicle.
5. Timeliness. Copart UAE does not guarantee pick up, transportation or delivery of any Vehicle by a stipulated date or a stipulated time, nor shall Copart UAE be liable for the consequences of failure to do so.
6. Power of Attorney and Title Transfer. Customer appoints Copart UAE to act as Customer's attorney in fact for purposes of transferring title of each Vehicle from the person or entity that sold the Vehicle to Customer. Customer agrees that, upon receipt of all fees due under this Agreement, Copart UAE will transfer title of the Vehicle into the name of Customer.
7. Status Updates. Copart UAE will provide Customer with any available updates regarding the status and progress of Vehicle shipments.
8. Payment. Customer shall pay Copart UAE the full cost of shipping upon execution of this Agreement. All prices are in U.S. dollars; payment can be made in U.S. dollars (USD) or in UAE Dirhams at prevailing exchange rates. Customer shall pay all applicable fees, including duty and customs fees, if any, in a timely manner in accordance with this Agreement.
9. Duty and Customs Fees.
  - a. Any fees incurred due to a customs hold are Customer's responsibility.
  - b. Any revision in terminal handling charges, delivery order fees, port tariffs, or customs charges will be billed at actual rates incurred.
  - c. Shipping line demurrage charges and port storage charges, if any, will be billed at actual rates incurred.
  - d. Customs inspection fees, if any, will be billed at actual rates incurred.
10. Title-Related Delays. Customer will be solely responsible for any extra charges or delays resulting from the shipment of a Vehicle that falls under the following categories:
  - Missing or lost VIN
  - Dead VIN
  - Unsatisfied Lien
  - Lien Papers
  - Parts Only
  - No Title
  - Junk receipt
11. Dimensional Limits. All prices are quoted for Vehicles less than or equal to 825 cubic feet (ft<sup>3</sup>). Vehicles larger than 825 cubic feet (ft<sup>3</sup>) will incur additional fees.



12. Damage Waiver. Customer waives any claims Customer may have against Copart UAE for any damage that occurs to a Vehicle while in the possession of Copart UAE, its agents and subcontractors, or customs. Copart UAE shall be liable for any damage that occurs to a Vehicle during shipment only if Customer (a) subscribes to an additional fee in the amount of the greater of USD 99.00 or 2% of the Vehicle's invoice value and (b) provides Copart UAE with an approved condition report prior to signing this Agreement.
13. Storage. If for any reason, including non-payment of any freight charges by Customer, Copart UAE is unable to complete a Vehicle shipment, or if Customer fails to timely accept delivery of the Vehicle shipment or any part thereof at the Port of Discharge, Copart UAE will notify Customer and Copart UAE may then (a) store the Vehicle at Copart UAE's storage rates or, (b) at Copart UAE's option, abandon the Vehicle to customs at the Port of Discharge. All storage or late fees are Customer's responsibility. Unless Copart UAE expressly agrees otherwise, any Vehicle stored in excess of 60 days shall be considered abandoned and Copart UAE may dispose of said Vehicle as Copart UAE sees fit. Any proceeds received pursuant to Copart UAE's disposal of an abandoned Vehicle may be applied against any outstanding freight charges, advances, or charges of any kind which are due to Copart UAE, provided that Customer shall remain fully liable to Copart UAE for any deficiency should such proceeds be insufficient to offset any charges due to Copart UAE with respect to such Vehicle shipment.
14. Insurance. Copart UAE's fees, rates, and charges do not include acquisition of ocean insurance for port-to-port shipments or insurance for any other transportation segment unless specified in writing in Copart UAE's quote to Customer. Customer acknowledges that Customer, not Copart UAE, is solely responsible for obtaining any cargo insurance Customer deems necessary for any of its Vehicle shipments.
15. DISCLAIMERS. COPART UAE EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY REPRESENTATIONS, WARRANTIES, OR CONDITIONS RELATING IN ANY WAY TO THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, USEFULNESS, PERFORMANCE, ACCURACY, OR QUALITY OF THE SERVICES. COPART UAE SHALL NOT BE RESPONSIBLE FOR ANY DISRUPTIONS OR DELAYS IN THE USE OF THE SERVICES OR ANY LOSS OR INJURY ASSOCIATED WITH ANY SUCH DISRUPTION OR DELAY. FURTHER, COPART UAE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OR MISUSE OF PERSONAL INFORMATION THAT COPART UAE HAS DISCLOSED TO ANY SHIPPING COMPANY IN CONNECTION WITH THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.
16. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, COPART UAE AND ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, JOINT VENTURES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AND AGENTS SHALL HAVE NO LIABILITY FOR ANY LOST PROFITS OR CONSEQUENTIAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, MULTIPLIED OR ANY OTHER FORM OF DAMAGES, LOSS, OR INJURY WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RELATED VEHICLE PURCHASE, CUSTOMER'S USE OF, MISUSE OF, OR RELIANCE ON THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, CUSTOMER'S INABILITY TO USE THE SERVICES, THE AVAILABILITY OF THE SERVICES, AND/OR THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICES, INCLUDING DAMAGES INCURRED BY THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING THE PREVIOUS SENTENCE, IF COPART UAE, OR ANY PARENT COMPANY, SUBSIDIARY, AFFILIATE, JOINT VENTURE, OFFICER, DIRECTOR, SHAREHOLDER, EMPLOYEE, OR AGENT OF COPART UAE IS FOUND TO BE LIABLE, THE LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY IS LIMITED TO THE LESSER OF (A) THE ACTUAL COST TO REPAIR ANY DAMAGE TO A VEHICLE WHICH HAS BEEN SHIPPED PURSUANT TO THIS AGREEMENT OR (B) ANY AMOUNTS DUE OR PAID BY CUSTOMER PURSUANT TO THIS AGREEMENT AND THE RELATED VEHICLE PURCHASE.
17. Subcontracting. Copart UAE may assign its obligations or subcontract part or all of the Services provided under this Agreement to a third party.
18. Indemnification. Customer agrees to indemnify, defend, release, and hold harmless Copart UAE and the subsidiaries, affiliates, joint ventures, officers, directors, shareholders, employees, and agents of Copart UAE from and against all losses, liabilities, damages, claims, penalties, fines or other costs, including reasonable attorneys' fees, made by any third party relating to or arising directly or indirectly out of Customer's use of the Services, the exportation or importation of any Vehicle by Customer, or any violation by Customer or its employees, agents, or representatives of this Agreement, Copart UAE's policies, any law or regulation, or the rights of any third party.
19. Governing Law: Dispute Resolution. This Agreement shall be governed by and construed in accordance with the English law. Any and all disputes, differences, controversies or claims arising out of or in connection with this



Agreement shall be referred to and finally resolved by arbitration conducted in the English language under the DIFC-LCIA Rules (the "Rules"), which Rules are deemed to be incorporated by reference into this Agreement. The number of arbitrators shall be one, to be appointed by the LCIA Court, and the parties agree that the procedure for expedited formation of the Arbitral Tribunal set out in the Rules shall apply. The seat of arbitration shall be Dubai. The language to be used in the arbitral proceedings shall be English. The award shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction. By agreeing to arbitration in accordance with this clause, the parties do not intend to deprive any competent court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment or other order in aid of the arbitration proceedings or the enforcement of any award.

- 20. Force Majeure. Copart UAE shall be excused from any failure to perform its obligations under this Agreement where such failure is caused by acts of God or of the public enemy, storm, flood, fire, unusually severe weather, explosion, strikes, action of labor unions, civil unrest, war, or terrorist acts.
- 21. Severability. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 22. Modification. No modification, amendment, or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by both parties hereto.
- 23. Entire Agreement. This Agreement constitutes the entire agreement between Copart UAE and Customer, and supersedes any previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the transportation of Vehicles or the other Services that are the subject of this Agreement.
- 24. Attorneys' Fees. In addition to any other relief to which either party hereto may be entitled, if any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding as allocated by the court or arbitrator based upon its judgment as to the relative merits of the respective parties' positions in the matter.

**Agreed:**

**Copart UAE Auctions LLC**

**Customer**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Revised: February 2014