

# **Terms and conditions for Cleveland Pick-A-Part, Inc.**

Last Updated: 06/05/2019

**1. Disclaimers** – By registering as a buyer ("buyer") with Cleveland Pick-A-Part dba Cleveland Power & Performance Inc. ("CPAP") you agree to be bound by the following terms and conditions. You will also be subject to the Terms as Conditions as described by Copart. CPAP reserves the right to amend these terms and conditions at any time without prior notice to the Buyer. If, at any time you do not agree with the terms and condition of this Agreement, or of any subsequent amendments to this Agreement, immediately discontinue using and accessing the System.

**BY REGISTERING WITH CPAP, YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU ARE REGISTERING WITH AND PURCHASING VEHICLES FROM, CPAP AND NOT FROM COPART.**

**2. Registration** - Any individual or entity wishing to bid at Copart.com, must complete the buyer registration form, submit proof of identity (driver's license, state ID, passport, etc), and pay the non-refundable \$50.00 New Membership registration fee. The New Membership registration fee will be \$0 for the first two weeks of service or 2 purchases. At the time either milestone is met you will be charged \$50.00 automatically. The 2 weeks will start from the day you receive the Bidder ID and Password from us. When you complete the service registration process, you will receive a username and password linked to your account with CPAP. To gain access to bid in facilities not open to the public, Membership must be renewed annually by verifying accuracy of current member information on file and paying the appropriate registration fee. CPAP will automatically collect the annual registration fee from your deposit on August 1st of each year, unless other arrangements have been made by the member. Licenses must be renewed and submitted to Cleveland Pick-A-Part prior to expiration to retain active buyer status. You must be a Buyer in good standing in order to gain access to or bid on vehicles offered via Copart's Internet-based vehicle bidding program and procedures. You are responsible for maintaining the confidentiality of the username and password, and are fully responsible for all activities that occur under your username, password, or on your account. You agree to (a) immediately notify CPAP of any unauthorized use of your username and password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. CPAP cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

**3. Modifications to service** - CPAP reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that CPAP shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. Account inactivity exceeding 1 year will result in account changes. Inability to maintain a minimum deposit of \$400.00 over a 3 month period will result in account changes.

**4. Termination** - You agree that CPAP, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use, or if CPAP believes that you have violated or acted inconsistently with the letter or spirit of the “Terms and Conditions”. You acknowledge and agree that CPAP may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that CPAP shall not be liable to you or any third-party for any termination of your access to the Service.

**5. Fee and payment structure** – The structure is as follows;

- a. Buyers are not permitted to purchase any vehicles with in the state in which they reside. Should this occur and the vehicle is won, the vehicle will be relisted at the cost of the buyer. Disregard to this regulation will result in account termination.
- b. There is a minimum \$400.00 security deposit required to activate the buyers’ account and keep the account open and active. Once activated, the buyer can purchase one vehicle costing up to \$4000.00. If the buyers’ desired maximum bid is to exceed this value, the bidder must contact CPAP and pay an additional security deposit. The total security deposit will be equal to 10% of the maximum bid value- ex. a \$10,000.00 max bid will require a \$1,000.00 security deposit. To bid on multiple vehicles at one time, a 10% maximum bid security deposit must be paid for each vehicle with a minimum \$400.00 per vehicle. In the event a buyer does NOT win the vehicle auction, the security deposit will remain in a secure account with Cleveland Pick-A-Part. The buyer can then bid on an alternative vehicle up for auction that day or at a future date. If a vehicle is purchased, the vehicle cost and associated fees must be paid in full and the vehicle must leave the auction yard prior to availability of the deposit to bid on another vehicle. If the buyer chooses to close the account, or if we terminate the account per section 4, the deposit will be available for refund by company check to the buyer. The deposit will be released after a 2 weeks waiting period and only upon receipt of customer e-mail request (from the account of record) for proof of identity noting buyer number and account holder. The deposit will refunded in the form of a check issued to the name of the primary account holder only and mailed to the address on file.
- c. Once the buyer successfully wins a vehicle auction, Copart will forward CPAP their invoice including all Copart fees. CPAP will assess a transaction/broker fee as well as any additional fees and send to customer. The Reseller buyer fee is broken down based on sale price of vehicle won, as seen on Reseller Fees Addendum.
- d. Copart assesses fees on every vehicle purchased through their auctions. The buyer is responsible for researching specific fees charged by Copart as they are automatically added to the winning high bid. See the “Member Fees” tab under “Support” at the bottom of the page on the Copart website [www.copart.com](http://www.copart.com).

- e. Payment in full is due to CPAP by 4:00 EST two business days following the vehicle purchase date. If the payment is not made within two business days following the auction date, Copart will assess a late fee. Payment for 'Buy It Now' purchases must be paid within 24 hours of the vehicle being awarded, including weekends. If the vehicle is not paid for within 10 business days, that vehicle will be re-listed for sale by auction on the Copart web site and the buyer's security deposit will be forfeited. All vehicle payments must be made to Cleveland Pick A Part. Copart will not accept payment for a vehicle from our customers, no exceptions.
- f. If the vehicle purchased has not left the Copart yard of purchase within the time frame dictated by the yard of purchase, Copart will begin assessing a storage fee everyday including Saturdays and Sundays. It is your responsibility to visit the locations page to view the yard specific storage fee system. The vehicle will not be released for transport until all storage fees are paid in full. If the vehicle has not been removed from the Copart lot within 14 days of the auction date, the vehicle will be relisted for auction. CPAP will make payment for outstanding Copart fees using the purchaser's deposit as necessary.
- g. In the event a buyer wins the auction and chooses not to purchase the vehicle for any reason, the buyer deposit will be reduced by the amount of the relist fees owed to Copart plus \$50 to cover costs incurred by CPAP. Copart Relist Fees are 10% of the high bid price or \$400, whichever is greater. The buyer is also responsible for any and all collection costs, including attorney fees and court costs. Any buyer that reneges on a second vehicle will have his bidding privileges revoked.
- h. Buyer must arrange for a Licensed Transport Company to retrieve the vehicle from the Copart location after payment is received. Copart will only release vehicles to a licensed transport company.
- i. All titles come in from the insurance company/owner and are assigned to CPAP Inc. as the buyer. We are located in Ohio. Each state has its own laws regarding the titling of vehicles- SOME STATES WILL NOT ALLOW TRANSFER OF A CLEAN TITLE BRANDING ACROSS STATE LINES. THE BUYER IS RESPONSIBLE FOR UNDERSTANDING STATE BY STATE TITLING REQUIREMENTS. WHEN PURCHASING VEHICLES IT IS THE BUYER'S RESPONSIBILITY TO BE AWARE OF THE NMVTIS REPORT FOR EACH VEHICLE. The buyer is responsible for paying all fees and taxes associated with transferring title from state of origin to CPAP Inc. in Ohio and then into the buyer name. No title will be released to anyone but Cleveland Pick A Part. All titles will be mailed directly to CPAP. Copart is not required to release a title until the vehicle has left the yard. They then have 2 weeks to release non-pending titles. Once CPAP receives them we will contact you for the necessary information.

**THE BUYER SHOULD CONTACT CPAP WITH QUESTIONS REGARDING**

**CERTIFICATEs OF DESTRUCTION, JUNK TITLES, DEAD TITLES, OR BILL OF SALE VEHICLES AS THEY HAVE THEIR OWN SET OF RULES AND CANNOT GO BACK ON THE ROAD IN MOST CASES.**

**6. Indemnification** - Buyers purchasing vehicles from CPAP upon presentation of a sales tax exemption certificate agree to indemnify, defend and hold CPAP harmless from any and all sales tax assessments, fines, penalties, damages, and costs, including attorney fees, incurred as a result of a taxing authority determination that the transaction was subject to the payment of sales or excise tax. Ohio buyers will be charged applicable Ohio sales tax. Buyers and their guests irrevocably and unconditionally waive and release their rights (if any) to recover from CPAP and Copart, its directors, officers, employees, representatives, agents, subsidiaries, partners, and affiliates any and all damages, losses, liabilities, costs expenses(including attorneys fees), 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 CPAP or Copart premises. Buyers agree to indemnify, defend, and hold CPAP and the auction 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 CPAP or the auction premises.

**7. Disclaimer of Warranties-** By accessing this site, you acknowledge that you have read, understood and agreed to the terms and conditions provided. If you do not agree to these terms, do not use this site.

**a.** Buyers may not rely upon any information provided whether orally, written or digitally imaged, included but not limited to; year, make, model, condition, damage amount, damage type, drivability, accessories, mileage, odometer disclosures, VIN identification, title, repair history, title history and total loss history. CPAP Inc. does not guarantee that any vehicle sold can be legally registered in any state or country. Buyer is solely responsible for confirming, researching and inspecting vehicles any and all information regarding the type, condition, status and history of vehicles before buying them.

**b.** Vehicles are sold “as is” and with no warranty. Buyer understands that the vehicles may have hidden or unreported damage, as many have been declared a “total loss.” It is the responsibility of the buyer to inspect the vehicle before purchase.

**c.** CPAP Inc. and Copart expressly disclaim any liability for loss or damage to any vehicle at any point in the process of buyer procuring a vehicle including but not limited to theft, fire, negligent act, inclement weather, act of God, or damage in shipping.

**8. Disclaimers of Services** – The buyer expressly understands and agrees that;

**a.** Your use of the service is at your sole risk. The service is provided on an “as is” and “as available” basis. CPAP Inc. expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability,

fitness for a particular purpose and non-infringement.

**b.** CPAP Inc. makes no warranty that the service will meet your requirements; the service will be uninterrupted, timely, secure, or error-free; the results obtained from the use of the service will be accurate, reliable, complete or current; the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and; any errors in the service will be corrected.

**c.** Any material downloaded or otherwise obtained through the use of this service is done at your own risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

**d.** No advice or information, whether oral or written, obtained by bidder from CPAP Inc. or Copart, or through or from the service, shall create any warranty not expressly stated in our terms and conditions. If you have questions please contact CPAP Inc, not Copart.

**e.** Neither CPAP Inc., Copart, nor any internet access providers are responsible for incorrect or inaccurate entry of information, human error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, failures of any telephone network, computer equipment, software of any combination thereof, or inability to access the CPAP inc. or Copart websites.

**“Cleveland Pick A Part is not owned by or affiliated with Copart, Inc, or its subsidiaries.  
All vehicles are purchased from Cleveland Pick A Part, not Copart.”**

**By signing below, you are stating that you have read, understand, and agree to be bound by the  
terms and conditions listed above.**

\_\_\_\_\_  
**Print name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**