



## **TERMS AND CONDITIONS**

*Last Updated 08/01/2018*

As a registered buyer ("Buyer") through Caucasus Auto Import ("CAI") you agree to be bound by the following Buyer Terms and Conditions. CAI 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 CAI, THE CUSTOMER ACKNOWLEDGES THAT IT UNDERSTANDS IT IS REGISTERING WITH AND PURCHASING VEHICLES FROM CAI AND NOT FROM COPART.**

### **I. MEMBERSHIP**

- A. Membership Eligibility. Membership as a registered Buyer at CAI is open to individuals 18 years of age and older located outside the United States and Canada. Buyers located within the United States or Canada may not purchase from CAI as part of the Reseller program.
- B. Registration. Buyers must complete the CAI Buyer registration form and pay a one-time non refundable registration fee. Registration with CAI costs;
  - a. \$50 USD for 1 month,
  - b. \$100 USD for 6 months
  - c. \$150 USD for a 12 month annual membership.

In order to maintain an active Buyer membership you must maintain a minimum credit level in your account of \$400 USD. Upon the Buyers account balance falling below this minimum level, then the Buyer shall have access but be unable to participate in bidding. The \$400 minimum amount can be simply and quickly restored using wire transfer.

C. 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> ("Copart"). 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 CAI's receipt of written notice from Buyer of the unauthorized activity. Account activation is always at the discretion of CAI. **NOTE**; The Buyer is responsible for your Login and maintaining the confidentiality of your Password. The Buyer should not give out their Buyer Number or Password. The Buyer agrees that their Login will only be used by or disclosed to duly authorized employees/agents on their account that have been pre approved by CAI. Payment responsibility remains with you for all bids placed and accepted by you. The Buyer agrees to immediately notify CAI of any unauthorized use of the Buyer's Login or any other potential or actual breach of System security.

D. Compliance. Buyers shall comply with all applicable laws, statutes, ordinances, and regulations regarding their use of CAI's services.

E. Restricted Access. Buyer understand that in some States the Buyer is unable to bid on some vehicles. To discuss issues relating to these restriction please feel free to contact CAI.

F. Account Closure. Should the Buyer at anytime wish to close their CAI membership they can do so by faxing or emailing their intent to do so to CAI. They must include bank detail to which their remaining account balance can be credit/ refunded to. CAI reserves the right to deny, suspend or revoke the membership privileges of a Buyer for any reason, in its sole and absolute discretion without notice. Accounts not covered by security deposit or that have remained unused for long periods will be revoked.

G. Release of Liability and Indemnification. Buyers irrevocably and unconditionally waive and release their rights (if any) to recover from Copart and CAI, 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 Copart premises. Buyers agree to indemnify, defend, and hold Copart and CAI harmless from any and all damages, losses, liabilities, costs or expenses (including attorneys fees), arising from claims made by Buyer and Guests for bodily injury or property damage occurring on Copart premises. **UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL COPART or CAI 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 CAI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

H. Marketing and Promotional Materials. Buyers agree they have affirmatively requested to receive marketing and promotional materials via mail, e-mail, and facsimile.

## II. SALE POLICIES

A. Buying. All vehicles are purchased from CAI, not Copart. Issues which rise from sale process must be discussed with CAI. Buyer understands and agrees that it shall have no remedies or causes of action against Copart and Copart shall have no liability to Buyer for any reason arising out of or related to the purchase of a vehicle. All liability shall be between CAI and Buyer.

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 CAI 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. Copart will neither have liability nor obligation to Buyers as a result of any vehicle withdrawal, or sale cancellation or postponement.

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

D. Increment Bidding. Increment bidding is an option available to Buyers using Preliminary Bidding that authorizes Copart 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 \$5,000. Virtual Sale Bid is currently at \$5,000 (a tie with your bid - unfortunately, it happens). Your Preliminary Bid is placed next at \$5,100 (because you checked the increment bid box). The car sells to you at no more than \$5,100 or to Virtual Bidder for \$5,200 or more.*

E. 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.

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

G. Vehicle and Title Release. Copart and CAI reserves the right not to release any vehicle or vehicle title for any reason including but not excluding non payment of outstanding Copart or CAI fees.

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

I. Transportation. It is Buyer's responsibility to organize Transport for their purchased vehicle(s). CAI can assist in organizing transport for your vehicle'(s) if needed. This has to be arranged ahead at fee that's agreeable to all parties.

J. Risk of Loss. Buyer takes full responsibility and assumes all risk 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 Copart's premises. Buyer agrees that under the terms of the bailment, (1) Copart and CAI shall not be responsible for damage to or loss of the vehicle or parts thereof due to operational procedures in place at all Copart facilities, from acts of theft or vandalism, or acts of God; and (2) CAI shall not be responsible for any claim of damage, 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 premises it is accepted AS-IS, and under no circumstances will Copart or CAI be liable for subsequent claims of damage or loss of any kind or nature whatsoever

K. 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.

### **III. FEES AND PAYMENTS**

A. Deposit. At all times, Buyers must have a minimum of 500 USD (the "Minimum Amount") on deposit with CAI on their first purchase, after that, buyers purchases are considered as collateral in case of risk occurrences.

B. Payments for Vehicles. All payments for vehicles bought through CAI are due within 2 working days (auction day plus 1 (one) working day), i.e., ( *if auction is on Monday, payment is due by close of business on Tuesday*). Vehicles not paid within specified time frame will be subject to a late fee of \$50 per vehicle per day. In the event the payment is not received within ten business days of the sale date, the Buyer shall be considered to have forfeited its deposit and CAI shall have the right to relist the vehicle. Payment for vehicles may be made via money wire Transfer. Payments other than initial Deposits up \$1000 USD for vehicles made by PayPal, or any other merchant system will be not accepted. In the event of CAI incurs unseen charges resulting from the transfer/payment methods used by the Buyer, the Buyer agrees to make reimbursement of these within two (2) business days after receipt of notice from CAI and all collection costs including but not limited to, collection agency fees, and/or attorney's fees and court costs.

C. Transaction Fee. All vehicles bought through CAI are subject to a 5% (of Sale price) minimum of \$200 USD transaction fee for each item bought, if transportation services are not done by CAI, in that case, transaction fee might drop to \$0.

D. Payment currency. Unless otherwise stated, all fees are quoted in U.S. Dollars. Georgian buyers have the option of paying in either GEL or USD. If payment are going to be made in GEL then the National Bank of Georgia cash rate for USD / GEL on the day of payment will be made. Georgian Buyers can discuss this option with CAI at any point. CAI hope to make this option available for other countries/currencies in the near future.

E. Title handling and shipping. All Titles will be made out to CAI and will firstly mailed to CAI, then Transferred to the Buyer along with a fully itemized invoice/receipt which can be used as a Bill of Sale.

F. Storage Fee. All vehicles not removed from Copart's facilities within five (5) business days of sale are subject to a storage fee of 20.00 USD per day. If a vehicle is not picked up from Copart's facilities within 20 days of purchase, the vehicle may be removed from the Copart's facilities to one of CAI's facilities. The Buyer will be responsible for all towing charges, as well as any storage charges that may accrue. Buyer will have ten (10) days to pick up the vehicle from CAI's storage facilities. If in that time period the vehicle has not been picked up, the Buyer will be considered to have forfeited all of its rights in the vehicle, and the vehicle will become the property of CAI.

G. Sales Tax Indemnification. Buyers purchasing vehicles from CAI on wholesale, pursuant to a sales tax exemption certificate, agree to indemnify, defend, and hold CAI 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.

H. Relist Fees. In the event a vehicle is not paid for within the time specified by CAI, Buyer agrees that CAI may, in its sole and absolute discretion, cancel the sale and relist the vehicle for sale. Buyer agrees to pay CAI the relist fee of \$400 or 10% of the sale price, whichever is greater. This Relist fee is a Copart requirement. This Relist fee will be taken from the Buyer's Deposit paid in advance and held by CAI. Buyers who repeatedly fail to fulfill their obligations are subject to suspension or revocation of their bidding privileges.

I. Copart yard visits. Fees for visits to Copart yards are \$25 USD per Buyer and \$25 USD each for any accompanying guests.

J. Unpaid Fees and Priority of Application of Payments. Buyer is solely responsible for ascertaining fees applicable to the Copart facility prior to incurring any charges. Payments made by Buyer to CAI 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, CAI shall apply the first \$400 towards the unpaid relist fees, with the remaining \$600 applied towards payment for vehicles. Buyer agrees that CAI has no duty to release vehicles or vehicle titles until all unpaid fees are paid in full. **NOTE**; It is in the Buyer's Financial interest to pay any and all fees for purchased Vehicle'(s) as soon as possible- ASAP!

*Please feel free to contact us if you have any concerns or are not clear about any fees or our terms and conditions.*

#### **IV. DISCLAIMERS**

A. Vehicle Condition and History Disclaimer. **ALL VEHICLES ARE SOLD "AS-IS WHERE-IS" All vehicles offered for sale through CAI 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 on Copart's website, including but not limited to cars, trucks, motorcycles, boats, jet skis, industrial equipment, homeowners salvage, trailers, RV's, etc. Copart and CAI 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 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 purchased through CAI. 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. CAI expressly disclaims any and all representations, warranties, and guarantees regarding vehicles sold through a Copart facility. CAI does not guarantee that keys are available for any vehicle sold through a Copart facility, 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, CAI does not guarantee that vehicles are equipped with any or all VIN plates. Parts may be missing. CAI 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. You agree that vehicles purchased through CAI 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. Transportation Disclaimer. ("Transportation") is defined as the act of relocating any vehicle or product from either CAI's office, from CAI's affiliates' location, or from a Copart location to any previously stated locations or to a Buyer's specified shipping address. Transportation is not the responsibility of CAI, however CAI does provide access to various shipping services. All Transportation fees, terms and conditions, and additional information are provided by the selected Transportation service company. All responsibilities and liabilities pertaining to Transportation can be found in the Disclaimers portion of this document. CAI is not responsible for receiving, unloading, or loading of any vehicles being brokered for Transportation through CAI. If, for any reason, CAI has to receive, unload, or load vehicles, there will be a fee assessed for those services and the customer will be held responsible for payment of those fees. Any fees pertaining to Transportation services provided by CAI must be paid in full before the load is assigned to any Transportation company. If the Transportation services are provided by CAI or its affiliates, the customer will be held responsible for payment of said Transportation charges and brokerage fees for CAI.

C. Registration Laws Disclaimer. CAI 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 CAI. (For example, a vehicle legally purchased on a clean title by a Buyer through CAI at a Copart facility located in State "A" may be required to be sold on a salvage title if Buyer transports and resells the vehicle in State "B".)

## **V. MISCELLANEOUS**

A. Governing Law Jurisdiction. Terms of Use and the relationship between you and CAI subject to Georgia law. The parties agree to submit to the personal and exclusive jurisdiction of the courts in Georgia and only Georgia. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or relating to the use of the Service or the

Term of Use, must be filed within (Thirty) 30 Days from such claim or cause of action shall be forever barred.

B. *Severability*. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term or provision.