

Inloher Corp. DBA SalvageReseller.com  
BUYER TERMS AND CONDITIONS  
Last Updated 03/13/2012

REGISTERING TO INLOHER CORP. (INLOHER) DBA **SALVAGERESELLER.COM** INDICATES THAT YOU ACCEPT THESE TERMS AND CONDITIONS (T&C) SO PLEASE READ VERY CAREFULLY THESE T&C BEFORE REGISTERING. IF YOU DO NOT ACCEPT THESE T&C, PLEASE DO NOT REGISTER. INLOHER RESERVES THE RIGHT TO AMEND THESE T&C WITHOUT PRIOR NOTICE TO YOU.

INLOHER IS A LICENSED AND BONDED FLORIDA INDEPENDENT AND SALVAGE AUTO DEALER AND A COPART REGISTERED BROKER. BY REGISTERING TO INLOHER'S SALVAGERESELLER.COM WEBSITE YOU WILL BE ABLE TO BID AT COPART.COM WITH AN ONLINE BIDDING LOGIN ID (LOGIN) AND A PASSWORD (PASSWORD) INLOHER WILL SUPPLY TO YOU.

### Key Points

It is recommended that new Buyers read the full text of SalvageReseller.com's Terms and Conditions before Acceptance. At no time shall these key points, replace or modify in anyway SalvageReseller.com's full Terms & Conditions.

### 10 Key Buyer Points:

#### *Buyers agree*

1. by registering with SalvageReseller.com, to acknowledge and understand that it is registering with and purchasing vehicles from Inloher Corp. and not from Copart Auto Auction.
2. to accept that **ALL VEHICLES ARE BEING SOLD "AS-IS, WHERE-IS". ALL OFFERS ARE BINDING AND ALL SALES ARE FINAL**, this means that you are buying the vehicles "with all faults" and without any warranty or guarantee of any type, express or implied.
3. to accept that it is their sole responsibility to ascertain, confirm, research, inspect, and investigate all vehicles and any information regarding such vehicles prior to bidding on them.
4. to be liable for all Sales Tax and/or provide an applicable Certificate of Exemption.
5. to remit full payment for purchased vehicles in the amount of the auction closing price, Sales Tax (where applicable), Copart and Broker Fees, for each vehicle purchased.
6. to remit vehicle's payment only by a wire transfer or a direct deposit to our Bank of America account within three (3) business days of purchase including the sale day, and pay a Late Payment fee of \$50.00 per vehicle after this period.
7. to remit all signed documents, proper identification and notarized Power of Attorney (when required), within three (3) calendar days from the purchase date.
8. to remove the purchased vehicles only after the Vehicle Release Authorization has been issued, and no later than seven (7) calendar days including the sale day, and that after this period the buyer will have to pay a Storage Fee of \$20 daily.
9. to accept that once a vehicle is awarded, if fails to complete the purchase transaction, regardless of the reason, the buyer shall remit a Sales Cancellation Fee of \$250 for each vehicle.
10. to authorize us to charge any credit/debit card on file for any pending fee.

## MEMBERSHIPS

1. Eligibility. Membership to the SalvageReseller.com website is open to individuals 18 years of age and older who can form legally binding contracts under applicable law, without limiting the foregoing. Inloher reserves the right to deny membership privileges to any individual or entity, in its sole and absolute discretion.
2. Registration. Prospect buyers must complete the buyer registration form, pay the registration fee and the security deposit to be able to bid. There are two registration options:
  - a) A 30 days free trial registration with no vehicle limit. The buyer may cancel the free trial at any time within 30 days from the time of registration. After the free trial the buyer will automatically be registered for a monthly subscription and charged a \$20.00 USD nonrefundable monthly subscription fee. The buyer will be able to purchase any number and type of vehicles in which Inloher purchasing eligibility is not restricted at Copart by yard-specific registration requirements, applicable laws and/or regulations, and in which the buyer has the required Security Deposit.
  - b) A nonrefundable \$120.00 USD annual registration which allows the buyers to purchase any number and type of vehicles in which Inloher purchasing eligibility is not restricted at Copart by yard-specific registration requirements, applicable laws and/or regulations, and in which the buyer has the required Security Deposit. This registration will automatically renew each year and the buyer will be charged a nonrefundable \$120 renewal fee unless the subscription is canceled before the next scheduled payment.
3. Security Deposits. SalvageReseller.com buyers must have at all time a minimum of \$400.00 USD on deposit to be able to buy. The \$400.00 USD Security Deposit must be paid in full before you receive your login information and cannot be used as part of the payment of an awarded vehicle. This Security Deposit protects us if the buyer fails to pay as we are responsible for ensuring payment to Copart for all the vehicles awarded to our buyers.

The buyer agrees to (i) the \$400.00 Security Deposit shall be sufficient to enable a buyer to be the high bidder on one single vehicle for up to \$4,000.00 USD, (ii) if a buyer wishes to bid an amount higher than \$4,000.00 USD, the buyer must increase the Security Deposit \$100.00 USD for each additional \$1,000.00 USD of desired bid which must be paid before being able to submit the bid, (iii) if a buyer wishes to buy two or more vehicles at the same time, in order to be the high bidder in more than one (1) vehicle, each vehicle will need its own Security Deposit of a minimum of \$400.00 and must be paid before being able to submit the bid and (iiii) if for any reason the security deposit falls below \$400.00 the Buyer's account will be immediately suspended, if this situation remains for two (2) business days, the buyer will lose the membership and will have to re-register in order to get membership privileges. The Security Deposit will be refunded upon Buyers written request if the buyer has met all payments terms and conditions. In

the event buyer fails to pay any invoice and the debt becomes uncollectible, Inloher will use the security deposit to satisfy the debt.

4. Renewal. In order to maintain active the membership to SalvageReseller.com, buyers must pay a nonrefundable membership renewal fee of \$20.00 USD for the thirty (30) days membership or \$120.00 USD for the one (1) year membership as well as have the account in good standing. The renewal is automatic so buyers that do not wish to continue must cancel the subscription before the next scheduled payment. Inloher reserves the right to modify registration and renewal fees at any time without notice.
5. Account Security. Buyers are responsible for maintaining the confidentiality of the username and password, and are fully responsible for all activities that occur under their login, password, or on their account including, without limitation, all Preliminary Bids and Virtual Bids submitted under the Buyer's login and password through <http://copart.com/c2/home.html> ("Copart") or through terminals located in kiosks at Copart facilities. The buyer agrees to (i) immediately notify Inloher of any unauthorized use of the login and password or account or any other breach of security, and (ii) ensure that exits from the account at the end of each session. 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 login and password are used without authorization, Buyer shall be responsible for all account activity and charges incurred prior to Inloher's receipt of written notice from Buyer of the unauthorized activity. Inloher cannot and will not be liable for any loss or damage arising from the Buyer failure to comply with this section.
6. Membership Revocation. The Buyer acknowledges and agrees that Inloher reserves the right to suspend or revoke the membership for any reason, in its sole and absolute discretion, including without limitation breach of security, lack of use and payment obligations not fulfilled. Further, buyer agrees that Inloher will not issue any subscription refund and shall not be liable to the buyer or any third-party for any termination of the access to the Copart Website. Accounts not covered by security deposit for two (2) business days will be revoked.
7. Release of Liability and Indemnification. Buyers and their guests irrevocably and unconditionally waive and release their rights (if any) to recover from Copart and Inloher, its directors, officers, employees, representatives, agents, subsidiaries, partners, and affiliates ("Inloher Indemnitees") 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 Inloher premises. Buyers agree to indemnify, defend, and hold Copart and Inloher harmless from any and all damages, losses, liabilities, costs or expenses (including attorneys fees), arising from claims made by Buyer and Buyer's guests for arising from or related to: (i) bodily injury or property damage occurring on Copart or Inloher premises, (ii) Buyer's failure to comply with applicable laws or regulations, (iii) Buyer's subsequent sales or transfers of Vehicles to third parties, and (iiii) claims made against Copart or Inloher by Buyer's guests, agents, employees, or customers. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL COPART OR INLOHER 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 INLOHER

INDEMNITEES HAVE 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.'

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

## **FEES AND PAYMENTS**

1. Transaction Fees. The buyers agree to pay Inloher \$250.00 or 5% of the cost of the vehicle Sale Price (whatever is higher) not including Copart fees. Florida residents agree to pay \$350 or 5% of the vehicle Sale Price (whatever is higher) not including Copart fees. Inloher reserves the right to modify the transaction fee at any time without notice.
2. Payment of Vehicles. Payments for vehicles purchased through Inloher are due within 2 working days (not including auction day, i.e., if auction is on Monday, payments is due by 5.00pm EST on Wednesday). Payment for vehicles must be made to Inloher with a deposit to Inloher's bank account, by a Wire Transfer or with a Cashier's Check, NO OTHER WAY OF PAYMENT INCLUDING CREDIT CARD, PAYPAL.COM, WESTERN UNION, GOOGLE CHECK OUT, OR ANY OTHER SYSTEM IS ACCEPTED. In the event the payment is not received within seven (7) calendar days of the sale date, the Buyer shall be considered to have forfeited their security deposit and Inloher shall have the right to cancel the sale. All vehicle payments must be made to Inloher NOT TO COPART, under no circumstances the Buyer is allow to pay vehicles at a Copart facility.
3. Late Payment Fee. In the event the payment of a vehicle is not received within the allotted time, a late payment fee of 50.00 USD will apply to that vehicle.
4. Storage Fee. If the high bid was placed over the Internet, storage fees will begin to accrue on each vehicle at the rate of \$20.00 per day after seven (7) days, including sale day. For a high bid placed during preliminary bidding using a kiosk at the yard, storage fee will begin to accrue on each vehicle at the rate of \$20.00 per day after three (3) days, including sale day.
5. Relisting Fee. In the event the vehicle payment is not received within seven (7) calendar days of the sale date, the Buyer agrees that Inloher may, in its sole and absolute discretion, cancel the sale and Copart may relist the vehicle for sale. Buyer agrees to pay Inloher the relist fee of \$400 or 10% of the sale price, whichever is greater. This fee will be taken from the Security Deposit paid in advance to Inloher. The Buyer is also responsible for any and all collection costs, including attorney fees and court costs. Buyers who fail to fulfill their obligations are subject to revocation of their membership.
6. Sales Cancellation Fee. The buyer agrees to pay a \$250 sale cancellation fee, if any of the parties cancels the purchase, regardless of the reason, or if the buyer doesn't pay the purchased vehicle within the allotted time. The buyer authorizes Inloher to deduct this amount from the security deposit on fund, or from any other payment made by the buyer. If this is not possible, the buyer authorizes Inloher to charge the credit/debit card on file for the respective amount. If the payment is declined then the buyer must make this payment by wire transfer or direct bank deposit, in this case the buyer will have two (2)

business days to make this payment, during which the membership will be suspended. If the payment is not received within the allotted time the membership will be revoked. The Buyer will be responsible for any and all collection costs, including attorney fees and court costs.

7. Sales Tax Collection. Florida law requires a six (6) percent sales tax to be collected on sales price of a motor vehicle, mobile home, or vessel. Effective July 1, 2010, the maximum total sales tax and discretionary sales surtax to be collected on a vessel is \$18,000. For a sale of a motor vehicle, mobile home or vessel located in the state of Florida, by a Florida motor vehicle dealer, to a resident of another state, within the United States, the tax imposed is the amount of sales tax that would be imposed by the purchaser's home state; however, it is not to exceed the Florida 6% tax rate.

**SALES TAX RATE AND TAX CREDIT APPLICATION AS OF 11/30/2011**

<b>STATE</b>	<b>SALES TAX RATE</b>	<b>IS CREDIT ALLOWED BY OTHER STATE FOR TAX PAID IN FLORIDA?</b>
<b>ALABAMA</b>	2%	YES
<b>ALASKA</b>	0%	NO
<b>ARIZONA</b>	6.6%	YES
<b>ARKANSAS</b>	6%	NO
<b>CALIFORNIA</b>	8.25%	YES
<b>COLORADO</b>	2.9%	YES
<b>CONNECTICUT</b>	<b>6.35% (7% for motor vehicles with sales price exceeding \$50,000)</b>	YES
<b>DELAWARE</b>	0%	YES (If re-titled in Delaware within 90 days from date of the Florida title.)
<b>DISTRICT OF COLUMBIA</b>	0%	NO
<b>FLORIDA</b>	6%	
<b>GEORGIA</b>	4%	YES
<b>HAWAII</b>	0%	YES
<b>IDAHO</b>	6%	YES
<b>ILLINOIS</b>	<b>6.25%</b>	YES
<b>INDIANA</b>	7%	YES
<b>IOWA</b>	0%	YES
<b>KANSAS</b>	6.3%	YES
<b>KENTUCKY</b>	0% for motor vehicles sold to KY residents	YES
<b>LOUISIANA</b>	4%	YES
<b>MAINE</b>	5%	YES
<b>MARYLAND</b>	0%	NO
<b>MASSACHUSETTS</b>	6.25%	YES
<b>MICHIGAN</b>	6%	YES

<b>MINNESOTA</b>	6.5%	YES
<b>MISSISSIPPI</b>	5% on motor vehicles and light trucks 10,000 lbs. or less 3% on semi-trailers <b>and trucks over 10,000 lbs.</b> 7% on motorcycles	NO (except for mobile homes)
<b>MISSOURI</b>	4.225%	YES
<b>MONTANA</b>	0%	NO
<b>NEBRASKA</b>	5.5%	YES (up to 5.5%)
<b>NEVADA</b>	6.85,7.10,7.475,7.6, 7.725 OR 8.10% DEPENDING ON COUNTY	YES
<b>NEW HAMPSHIRE</b>	0%	NO
<b>NEW JERSEY</b>	7%	YES
<b>NEW MEXICO</b>	0%	YES
<b>NEW YORK</b>	4%	YES
<b>NORTH CAROLINA</b>	0%	YES
<b>NORTH DAKOTA</b>	0%	YES
<b>OHIO</b>	5.5%	YES
<b>OKLAHOMA</b>	0%	NO
<b>OREGON</b>	0%	NO
<b>PENNSYLVANIA</b>	6%	YES
<b>RHODE ISLAND</b>	7%	YES
<b>SOUTH CAROLINA</b>	5% (not to exceed \$300)	YES
<b>SOUTH DAKOTA</b>	0%	NO
<b>TENNESSEE</b>	7%	YES
<b>TEXAS</b>	6.25%	YES
<b>UTAH</b>	4.70%	YES
<b>VERMONT</b>	6%	YES
<b>VIRGINIA</b>	3% (\$35 minimum)	YES
<b>WASHINGTON</b>	6.8%	YES
<b>WEST VIRGINIA</b>	5% (on motor vehicles over \$500) \$25 tax on motor vehicles less than \$500	NO
<b>WISCONSIN</b>	5%	YES
<b>WYOMING</b>	4%	YES

8. Broker Mailing Fee. Non Florida resident buyers are responsible for paying the broker a \$5.00 mailing fee. The documents are sent by USPS Certified Mail. If the buyer wishes to have the documents mailed by a different carrier, over night or to an international address, the buyer must contact the broker for pricing and pay the mailing fee in advanced.

## SALE POLICIES

1. 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 Inloher and Copart harmless from any and all liability arising out of decisions made in resolving disputes.

2. 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.
3. Tie Bid Policy. Virtual Bids prevail over Preliminary Bids of equal amount.
4. Vehicle Pickup. The buyer acknowledges and agrees that if a vehicle is not picked up within thirty (30) days from the sale date, the vehicle will be subject to applicable abandonment laws.
5. Vehicle Titles. All titles will be made out and mailed to Inloher, and then Inloher will reassign the ownership to the buyer. Under no circumstances a title ownership will be assigned to a person or entity different than the buyer. Inloher reserves the right not to release any vehicle title for any reason.
6. 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.

7. 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.
8. On-Approval Vehicles. Vehicles sold 'On-Approval' will not be released to Buyers unless and until the seller notifies Copart and Inloher of its acceptance of the high bid. In some instances, it may take up to two working, including the day of the sale, for the seller to provide Inloher notification of high bid acceptance. However, the majority of 'On-Approval' vehicles receive bid acceptance or rejection within one day.
9. Bids Entered. Once a bid has been submitted, it cannot be retracted, deleted, or cancelled.

## **DISCLAIMERS**

1. Vehicle Condition and History Disclaimer: ALL VEHICLES ARE SOLD 'AS-IS WHERE-IS' All vehicles sold through Inloher 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. Inloher 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 Inloher 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 Inloher. 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. Inloher expressly disclaim any and all representations, warranties, and guarantees regarding vehicles sold through Inloher. Inloher does not guarantee that keys are available for any vehicle sold through Inloher, 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, Inloher does not guarantee that vehicles are equipped with any or all VIN plates. Parts may be missing. Inloher 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.

2. The Buyer agrees that Inloher and Copart are not responsible for any undisclosed and/or hidden damages not seen in the images including but not limited to removed or replaced parts, previous repairs, etc.
3. Vehicles sold through Inloher 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 the Buyer's expense.
4. Registration Laws Disclaimer. Inloher 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. (For example, a vehicle legally purchased on a clean title by a Buyer at a 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'.)
5. DMV/MVD/DOR Paperwork Disclaimers. Inloher is not responsible for defects, errors, or omissions (i) related to motor vehicle department or department of revenue paperwork not processed by Copart, or (ii) made by DMV/MVD/DOR.
6. NMVTIS Reporting Disclaimer. Vehicles listed for sale at Copart may have been reported to the National Motor Vehicle Title Information System (NMVTIS), and transaction data related to vehicles purchased through Inloher may be reported to NMVTIS, in Inloher's sole discretion. Buyer accepts all risks associated with purchasing vehicles through Inloher resulting from the reporting of the vehicle or the purchase transaction data to NMVTIS by Inloher or others.
7. 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 Copart's premises. Buyer agrees that under the terms of the bailment, (1) neither Copart



nor Inloher shall 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; (2) neither Copart nor Inloher shall be responsible for any claim of damage made after the vehicle has left Copart'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 premises it is accepted AS-IS, and under no circumstances will Copart or Inloher be liable for subsequent claims of damage or loss of any kind or nature whatsoever.**

8. 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.

**YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

1. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. INLOHER 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.
2. INLOHER MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE, RELIABLE, COMPLETE OR CURRENT (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE 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.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM INLOHER, OR THROUGH OR FROM THE SERVICE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE T&C.
5. NEITHER INLOHER 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 COPART WEB SITE.

**MISCELLANEOUS**

1. Governing Law Jurisdiction. This Agreement together shall be governed by the laws of the State of Florida without reference to the principles of conflicts of law. Each party hereby irrevocably submits to the jurisdiction of the courts of the State of Florida, sitting in Broward County, and the courts of the United States for Florida.
2. 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.