Bidders Terms and Conditions for A&A Truckee Tahoe/AAAuto.com

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BY REGISTERING WITH A&A TRUCKEE TAHOE/AAAUTO.COM, THE CUSTOMER ACKNOWLEDGES THAT IT UNDERSTANDS IT IS REGISTERING WITH AND PURCHASING VEHICLES FROM A&A TRUCKEE TAHOE/AAAUTO.COM AND NOT FROM COPART

When you click the "I agree" button on the A&A Truckee Tahoe/AAAuto.com registration pages, you are acknowledging that you UNDERSTAND and AGREE that you will abide by the following Terms and Conditions:

With respect to Copart's internet web site and web pages including Copart's vehicle description pages, A&A Truckee Tahoe/AAAuto.com is not and cannot be responsible for any information provided on Copart's web site. The member must recognize that A&A Truckee Tahoe/AAAuto.com provides access to and use of but has no control, influence, or responsibility over the content of Copart's web site. A&A Truckee Tahoe/AAAuto.com is also not responsible for any incidental and/or consequential damages, which may result from the member's use of or reliance on the information provided by Copart on their web site or bidding system.

All vehicles sold through Copart 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. Copart and its vehicle sellers expressly disclaim the accuracy or completeness of any and all information provided to Members regarding vehicles, whether provided in written, verbal, or digital image form. Vehicle information provided by Copart and its vehicle sellers 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 Copart. 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.

Copart and its vehicle sellers expressly disclaim any and all representations, warranties, and guarantees regarding vehicles sold through Copart. Copart does not guarantee that keys are available for any vehicle sold through Copart, 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, Copart does not guarantee that vehicles are equipped with any or all VIN plates. Parts may be missing.

Copart does not guarantee that vehicles meet or can be modified to meet local emission and/or safety requirements. It is the sole responsibility of the Buyer to ascertain, confirm, research, inspect, and/or investigate vehicles and any and all vehicle information prior to bidding on vehicles. All Buyers agree that Copart 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.

A&A Truckee Tahoe/AAAuto.com STRONGLY RECOMMENDS that every bidder personally inspect each vehicle prior to placing any bids or hire an appraiser to perform the inspection on his/her behalf and at his/her expense.

A&A Truckee Tahoe/AAAuto.com is a licensed California and Arizona Auto Dealer, Auto Wholesaler, and Auto Broker. We are also a California BAR licensed repair station with over 30 years in the automotive industry; we have the experience to provide the best service for our customers which is our primary goal. We welcome the opportunity to provide this service to our customers . You should contact A&A Truckee Tahoe/AAAuto.com, not Copart, with any issues that you may have with the Registered Broker Program.

A&A Truckee Tahoe/AAAuto.com makes no claims as to the condition or roadworthiness of vehicles you purchase from A&A Truckee Tahoe/AAAuto.com. All vehicles sold through A&A Truckee Tahoe/AAAuto.com are AS IS-WHERE-IS. Bidders have the option to personally inspect the vehicles the day before or morning of the auction for a \$25.00 one day visit pass, or hire an inspector or appraiser to inspect it. We advise all our participants to adhere to state and DMV laws, rules, and regulations. No vehicle should be driven away from the Copart yards. They must be transported.

All Bidders - If the vehicle was sold subject to seller approval, the seller has up to 48 hours to approve or reject the bid. Once A&A Truckee Tahoe/AAAuto.com has been notified that the bidder has won the bid for a vehicle (bidder will be notified via email), the bidder has 48 hours to deposit and clear payment to A&A Truckee Tahoe's/AAAuto.com's bank account through wire transfer or Bank of America cash deposit. Once A&A Truckee Tahoe/AAAuto.com, the bidder will be emailed a paid invoice. The vehicle will not be released to the bidder until full payment is received byA&A Truckee Tahoe/AAAuto.com. A&A Truckee Tahoe/AAAuto.com does not do transporting or transportation. Refer to Copart's transportation button on their website. The bidder is responsible for any transportation fees, delinquent DMV fees and storage and access fees. Non-payment of the Bid within 48 hours will result in a \$50 late charge and may result in a loss of the full or partial bid deposit and loss of bid privileges. All bidders must be at least eighteen years old. A&A Truckee Tahoe/AAAuto.com reserves the right to change the terms and conditions at any time, with or without notice. A&A Truckee Tahoe/AAAuto.com may cancel bidder within 4 prorated refund of any unused registration fees paid at any time and may refuse to accept bidders without explanation.

Customer agrees and acknowledges that NO vehicle regardless of driving condition or title status may be driven prior to state inspection and/or registration, or without the proper temporary permits and insurance. All vehicles must be towed or transported out of Copart's yards. This statement serves as a non-driving affidavit.

**For California Bidders** - Bidders residing in California and buying a salvage title vehicle must have smog, Brake and Lamp, and VIN verification or CHP inspection within 30 days of vehicle possession. California bidders must also go to their local DMV field office within 10 days of title reassignment from A&A Truckee Tahoe/AAAuto.com, and apply for new title and release of liability. The bidder will also pay the fees due and may apply for a 30 day temporary permit. Clean titles require smog only.

California bidders must also pay state/local sales tax. California bidders should receive the title state and type as listed on Copart's vehicle page. If the vehicle is listed with the California title type option "DLR/DSM GET CT/Salvage Certificate ALL OTHERS ACQ", (Dealer and Dismantlers get Clean Title/Salvage Certificate, all others get Bill of Acquisition) then as a dealer, we can provide you with the clean title or salvage certificate.

For Non-California Bidders- Non-California Bidders should receive the title state and type as listed on Copart's vehicle page. Non-California bidders are fully responsible for their state DMV requirements, inspections, and documents, and should only receive the state and title type as listed on Copart's vehicle page. Non-California bidders do not pay California able tax, do not pay California DMV fees, and are not required to have any California inspections. Be aware that most states do not recognize a California Bill of Acquisition. You may not be able to title such a vehicle in your state. But, if the vehicle has the title option of "Acquisition, Dealers and Dismantlers get Salvage Certificate/ Clean Title", then as a dealer we can provide you with the Salvage Certificate or Clean Title. We are allowing bidding in all states in the USA except in the following states: Alabama, Ohio, Michigan, Wisconsin, Washington and Florida. We also allow international bidding. Massachusetts residents cannot bid on clean title vehicles due to local laws.

## Important Time Lines

#### Deposit and registration fee paid up front

Winning bid amount, all fees including Copart buyer fee (see buyer schedule), Copart virtual bid fee, Copart gate fee, and Transaction fee are due two business days from winning bid date.

Pickup and storage fall under two categories -- Storage will begin to accrue on the sixth day after the sale day if the high bid was placed on the Virtual Live Auction. Storage will begin to accrue on the third day after the sale day if the high bid was placed as a Preliminary Bidder or at a Copart kiosk. Weekend days count, even with Copart closed. If the bid was on "Minimum" or "On Approval" the storage clock does not start until the day the bid is approved. The rate is twenty dollars (\$20.00) per day.

For bids on "Minimum" or "On Approval", the seller has up to two business days to approve the bid. The payment and storage clocks do not start running until the bid is approved. Copart & A&A Truckee Tahoe/AAAuto.com are both closed on the weekends and holidays.

# Bidder Registration and Fee Schedule

A&A Truckee Tahoe/AAAuto.com offers two different registration options. Both options require a standard refundable \$400

Security Deposit.

1. One Week- No Registration Fee Option. The security deposit payment must be made as a cash deposit at your local Bank of America or wire transfer from your own bank. The account information is listed on A&A Truckee Tahoe's/AAAuto.com's home web page. Your deposit will be refunded at the end of the week by company check, which you should receive in 7-10 days unless you decide to pay one of the registration fees and continue as an active member.

2. Standard Registration- Standard Registration- The standard registration option requires either a non refundable \$50 for one month or a non refundable \$150 for six months registration fee along with the standard refundable \$400 security deposit. These fees and deposit may be paid with either a credit or debit card. A wire transfer or cash deposit is also acceptable.

Winning Bid amount plus Feesare due within close of two business days following the auction. You will be emailed an invoice from A&A Truckee Tahoe/AAAuto.com that includes Winning Bid Amount (\$Variable), Copart's Fees, and A&A Truckee Tahoe/AAAuto.com's Transaction Fee. After payment has been made and cleared A&A Truckee Tahoe/AAAuto.com's account,

you will be sent a paid Copart invoice and may then pick up the vehicle.

Copart Fees- See Table located within the Terms & Conditions located on our registration page.

## Deposit and Relist Fee

Relist Fee - In the event a buyer reneges on a vehicle, buyer agrees to pay A&A Truckee Tahoe/AAAuto.comthe minimum relist fee of \$400 or 10% of sale price, whichever is greater. This fee will be taken from your Security Deposit paid, in advance, to A&A Truckee Tahoe/AAAuto.com. Buyer is also responsible for any and all collection costs, including attorney fees and court costs.

Bidding privileges will be suspended until payment has been received. Any buyer that reneges on a second vehicle will have his bidding privileges permanently revoked.

Deposit - If a buyer decides to end their membership, the deposit will be returned if no bids have been reneged on and account is in good standing with no fees due and no open bids.

# Bidder Number or Password

Account Responsibility - You will receive a Copart Online Bidding Login ID ("Login") and a password ("Password"). You are responsible for your Login and maintaining the confidentiality of your Password. The Bidder should not give out their Bidder Number or Password. You agree your Login will only be used by or disclosed by you to any other duly authorized employees/agents on your account. Payment responsibility remains with you for all bids placed and accepted by you. You agree to immediately notify A&A Truckee Tahoe/AAAuto.com of any unauthorized use of your Login or any other potential or actual breach of System security.

Good Luck Bidding !!!