

USA AUTOMARKET BUYER TERMS AND CONDITIONS

Last updated on: August 1st, 2012

1. AUCTION ACCESS WITH USA AUTOMARKET

USA AUTOMARKET LLC (referred to as “USA AUTOMARKET”) is a licensed auto dealer, established in 2004 in the state of Indiana. USA AUTOMARKET offers remarketing solutions for US auto auctions, by purchasing and reselling vehicles to eligible US-based and foreign retail and wholesale buyers (referred to as “Buyer”). USA AUTOMARKET does not offer broker services, instead it completes the purchase, documentation and title reassignment process as the rightful buyer of each vehicle, and then engages in reselling vehicles to eligible Buyers.

2. SINGLE PURCHASE TRANSACTION

USA AUTOMARKET offers this service to eligible Buyers interested in purchasing one or a few vehicles from Insurance Auto Auctions (referred to as “IAA”) and other US auto auctions. The Buyer will provide the specific lot number, maximum bid price and other details about the vehicle of interest. USA AUTOMARKET bidding specialist will place bids at the live Internet auction up to the maximum bid. If the vehicle is sold for less than the maximum bid, the Buyer will pay the winning price, plus auction fees.

3. SINGLE PURCHASE TRANSACTION FEES

A. Registration fee.

The registration is currently free. USA AUTOMARKET reserves the right to increase registration and renewal fees at any time without notice.

B. Security Deposit.

USA AUTOMARKET does not collect any money for a deposit. We require a valid Credit Card, and USA AUTOMARKET will place temporary hold of \$1000 until full payment received. If Buyer does not have a valid Credit Card, other deposit options might be available.

C. Transaction fee.

\$150 (per purchase)

D. Wire Transfer fee.

\$30 (if applicable)

E. Mailing fee.

FedEx title delivery \$30 (if applicable), USPS Priority postage - FREE

F. Title reassignment and retail sales documentation.

\$100 (if applicable, please ask about details)

G. Sales tax.

7% (applicable to retail sales in Indiana ONLY)

H. New title fee. (when local BMV processing required to get a new title under USA AutoMarket)

\$250

I. Reselling fee (when customer wants to resell the car at an auction under USA AutoMarket, only if title is still under USA AutoMarket)

\$250

J. Duplicate of title request (auction fees not included)

\$100

4. ANNUAL MEMBERSHIP

USA AUTOMARKET offers full access to IAA and other US auto auctions as an authorized USA AUTOMARKET agent, as if Buyer were a dealer. Buyer will have full capabilities to search, place preliminary bids, watch and participate at live Internet auctions.

5. ANNUAL MEMBERSHIP FEES

A. Registration fee.

IAA initial registration fee - \$75, renewal fee (every next year) - \$75

COPART initial registration fee - \$300, renewal fee (every next year) - \$200

B. Refundable deposit.

\$1000 (payable via Credit Card, Wire Transfer, Certified check)

C. Early termination fee. Customer has to pay \$250 if 3 or more cars not purchased.

D. Transaction fee.

\$100 (per purchase)

E. Wire Transfer fee.

\$30 (if applicable)

F. Mailing fee.

FedEx title delivery \$30 (if applicable), USPS Priority postage - FREE

G. Title reassignment and retail sales documentation.

\$100 (if applicable, please ask about details)

H. Sales tax.

7% (applicable to retail sales in Indiana ONLY)

I. New title fee. (when local BMV processing required to get a new title under USA AutoMarket)

\$250

J. Reselling fee (when customer wants to resell the car at an auction under USA AutoMarket, only if title is still under USA AutoMarket)

\$250

K. Duplicate of title request (auction fees not included)

\$100

6. ANNUAL MEMBERSHIP REQUIREMENTS

A. Eligibility. Membership as a registered Buyer at USA AUTOMARKET is open to individuals 18 years of age and older. In addition, yard-specific registration requirements and applicable laws, regulations, and restrictions may further limit Buyer registration and vehicle purchasing eligibility. USA AUTOMARKET reserves the right to deny membership privileges to any individual or entity, in its sole and absolute discretion. These eligibility rules apply to US-based and foreign buyers.

B. Documentation. Buyer will need to provide an official, government issued ID, such as driver's license, passport, ID card, military ID. Buyer will need to send a copy of a scan or photograph. USA AUTOMARKET will start the registration process as soon as all paperwork and payment

received (deposit and registration fees). Depending on the auction, the complete and working bidder account might be available as soon as 3-5 business days, some auctions will take up to 14 business days.

C. Buyer Responsibility. Buyers are responsible for all account activity, including, without limitation, all Proxy Bids submitted under Buyer's username and password through <http://www.USAAutoMarket.com>. 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 USA AUTOMARKET's receipt of written notice from Buyer of the unauthorized activity.

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

E. Membership Revocation. USA AUTOMARKET reserves the right to suspend or revoke the membership of a Buyer for any reason, in its sole and absolute discretion.

F. Indemnification. Buyers irrevocably and unconditionally waive and release their rights (if any) to recover from USA AUTOMARKET or its Affiliates, 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 USA AUTOMARKET or its Affiliates premises. Buyers agree to indemnify, defend, and hold USA AUTOMARKET or its Affiliates harmless from any and all damages, losses, liabilities, costs or expenses (including attorneys fees), arising from claims made by Buyer for bodily injury or property damage occurring on USA AUTOMARKET or its Affiliates premises.

7. MEMBERSHIP RULES

A. Private Account. Buyer will receive a private bidder account; nobody else will use their username and password.

B. Payment. Buyer will transfer money for their purchased vehicles next day after the auction. Dealer will receive an invoice from USA AUTOMARKET with purchase price of the vehicle, plus all applicable auction and service fees. The money will be transferred to USA AUTOMARKET account.

C. Late Fees. Buyer will be responsible for late payment fees if payment not sent next day after auction. Various auctions have different Late Fee policies, please inquire USA AUTOMARKET staff in regards to specific auction fees. Buyer should know that late payment fees might be as high as 2-3% of the purchase price.

D. Purchase Notice. Buyer will notify USA AUTOMARKET via email immediately after vehicle purchase, by sending a message with auction name, location, bidder account ID, lot number and vehicle make, model, year. The email address is bid@usaautomarket.com.

E. Deposit Refund. Buyer will receive full deposit back after account with USA AUTOMARKET is closed and any outstanding fees are paid.

F. Renege Fee. Renege fee (refusal to pay for purchased vehicle) for Copart is \$400 or 10% of purchase price, whichever is greater. No renege option with other auctions. Dealer must pay for purchased vehicles, no refusal option.

G. Vehicle Resale. USA AUTOMARKET will help sell unwanted units purchased by Buyer (when purchased by mistake, or deal is cancelled, other business reasons). Buyer will have to pay for the vehicle, and USA AUTOMARKET will handle paperwork, titles, communication with auctions. The vehicles will be sold at the closest auction (location agreed by Buyer) to minimize transportation expenses. Buyer will be able to set minimum price. USA AUTOMARKET fee for reselling is \$250 per vehicle, plus transportation costs.

H. Titles. USA AUTOMARKET will be responsible for communicating with auctions to get the titles, lien releases, other necessary paperwork.

I. Missing Items. USA AUTOMARKET will not be responsible for missing keys, missing parts or additional damages to the vehicles at auctions.

J. Account Access. USA AUTOMARKET will have Buyer's username and password to check the auction account. If Buyer changes the password, the Buyer must notify us via email: bid@usaautomarket.com.

K. Summary. USA AUTOMARKET offers this service to reliable and professional auto and equipment Buyers across the world. USA AUTOMARKET requires the Buyers to act with highest responsibility and security. Buyers should not distribute their username and password to anybody else, and keep it secure. Buyers are responsible and legally liable for any and all purchases made under their account. USA AUTOMARKET reserves the right to terminate the membership to any dealer deemed unreliable or financially irresponsible.

8. AUCTION SALES POLICIES

A. Bid Rejection. USA AUTOMARKET reserves the right to reject or void bids, for any reason, in USA AUTOMARKET's sole and absolute discretion. Should a dispute arise regarding a bid, USA AUTOMARKET is the exclusive deciding authority with sole and absolute discretion in resolving disputes. Buyers agree to indemnify, defend, and hold USA AUTOMARKET or its Affiliates harmless from any and all liability arising out of decisions made in resolving disputes.

B. Sale Cancellation. USA AUTOMARKET may, in its sole and absolute discretion and with or without notice, postpone or cancel a sale or withdraw a vehicle from a sale. USA AUTOMARKET 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. Proxy Bid. USA AUTOMARKET uses Proxy Bid to make the bidding process easier and more efficient. Simply enter a Proxy Bid representing the maximum price you are willing to pay for the vehicle(s) and Proxy Bid will bid on your behalf up to your maximum bid during both the

Proxy Bidding Period and the Virtual Sale. Proxy Bid 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 Proxy Bidding, you will be notified via email.

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

F. Vehicle and Title Release. USA AUTOMARKET reserves the right not to release any vehicle or vehicle title for any reason.

G. Title Types. USA AUTOMARKET does not guarantee title types.

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

I. Risk of Loss. Buyer takes full responsibility and assumes all risk of loss for all vehicles purchased from the time USA AUTOMARKET accepts Buyer's bid. From and after acceptance of Buyer's bid (for vehicles located at a USA AUTOMARKET or its Affiliates facility) Buyer acknowledges that USA AUTOMARKET is acting as bailee of Buyer's vehicle until such time as the vehicle is removed from USA AUTOMARKET or its Affiliates premises. Buyer agrees that under the terms of the bailment, (1) USA AUTOMARKET or Affiliate shall not be responsible for damage to or loss of the vehicle or parts thereof due to operational procedures in place at all USA AUTOMARKET or its Affiliates facilities, from acts of theft or vandalism, or acts of God; and (2) USA AUTOMARKET or its Affiliates 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 USA AUTOMARKET OR ITS AFFILIATES PREMISES IT IS ACCEPTED AS-IS, AND UNDER NO CIRCUMSTANCES WILL USA AUTOMARKET OR ITS AFFILIATES BE LIABLE FOR SUBSEQUENT CLAIMS OF DAMAGE OR LOSS OF ANY KIND OR NATURE WHATSOEVER

J. 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.

K. Storage Fee. All vehicles not removed from auction 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 USA AUTOMARKET or auction facilities within 20 days of purchase, the vehicle may be removed from the USA AUTOMARKET or Affiliate facilities to one of USA AUTOMARKET's specialty storage facilities. The Buyer will be responsible for all towing charges, as well as any additional storage charges that may accrue. Buyer will have ten (10) days to pick up the vehicle from USA AUTOMARKET'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 USA AUTOMARKET.

9. DISCLAIMERS

A. Vehicle Condition and History Disclaimer.

ALL VEHICLES ARE SOLD "AS-IS WHERE-IS"

All vehicles offered for sale through USA AUTOMARKET 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 USA AUTOMARKET's website, including but not limited to cars, trucks, motorcycles, boats, jet skis, industrial equipment, homeowners salvage, trailers, RV's, etc. USA AUTOMARKET or its Affiliates 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 USA AUTOMARKET or its Affiliates 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 USA AUTOMARKET. 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. USA AUTOMARKET expressly disclaims any and all representations, warranties, and guarantees regarding vehicles sold through a USA AUTOMARKET or its Affiliates facility. USA AUTOMARKET does not guarantee that keys are available for any vehicle sold through a USA AUTOMARKET or its Affiliates 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, USA AUTOMARKET does not guarantee that vehicles are equipped with any or all VIN plates. Parts may be missing. USA AUTOMARKET 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 through USA AUTOMARKET or its Affiliates 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. Registration Laws Disclaimer. USA AUTOMARKET 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 thru USA AUTOMARKET or its Affiliates. (For example, a vehicle legally purchased on a clean title by a Buyer thru USA AUTOMARKET or its Affiliates at a USA AUTOMARKET or its Affiliates 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".)

10. MISCELLANEOUS

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

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.

Name _____

Signature _____ Date: _____

Signature on last page indicates understanding and agreement with all terms and conditions