

BUYER TERMS AND CONDITIONS

Last updated on: October 1, 2013

By using AutoGeria Ltd or as a registered buyer ("Buyer") with AutoGeria LTD ("AutoGeria") you agree to be bound by the following Buyer Terms and Conditions. AutoGeria reserves the right to amend Buyer Terms and Conditions at any time without prior notice to you. In addition, conditions listed on the internet, Terms of Service ("TOS") and Privacy Policy for AutoGeria's website are incorporated into these Member Terms and Conditions by reference. AutoGeria website www.autogeria.com

Terms of Service can be viewed at <http://AutoGeria.com/pdf/tos.pdf>.

AutoGeria's Privacy Policy can be viewed at <http://www.autogeria.com/privacy-policy/>

Unless otherwise stated, all fees are quoted in U.S. Dollars.

BY REGISTERING WITH AUTOGERIA, THE CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT IT IS REGISTERING WITH AND PURCHASING VEHICLES FROM AUTOGERIA AND NOT FROM COPART.

I. DISCLAIMERS

A. Vehicle Condition and History Disclaimer.
ALL VEHICLES ARE SOLD "AS-IS WHERE-IS"

ALL VEHICLES SOLD/BOUGHT THROUGH AUTOGERIA ARE SOLD/BOUGHT "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 (purchased through AutoGeria), including but not limited to cars, trucks, motorcycles, boats, jet skis, industrial equipment, homeowners salvage, trailers, RV's, etc. AutoGeria and its vehicle suppliers 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 AutoGeria 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 offered for sale through AutoGeria. 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. AutoGeria expressly disclaims any and all representations, warranties, and guarantees regarding vehicles sold through a Copart facility. AutoGeria 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, AutoGeria does not guarantee that vehicles are equipped with any or all VIN plates. Parts may be missing. AutoGeria 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 any and all Vehicle Information prior to buying the vehicle. Buyer agrees that 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. 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. AutoGeria does not guarantee that any vehicle bought 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 AutoGeria.

C. DMV/MVD/DOR Paperwork Disclaimers. AutoGeria is not responsible for defects, errors, or omissions (i) related to motor vehicle department or department of revenue paperwork not processed by AutoGeria, or (ii) made by DMV/MVD/DOR, or (iii) made by title clerk processing, or (iv) titles lost by mail. Duplicate title requests may assess processing fees.

II. SALE POLICIES

A. Bid Rejection. Copart reserves the right to void bids for any reason, in AutoGeria'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 AutoGeria and Copart 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. AutoGeria 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 AutoGeria 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 auction notifies AutoGeria of its acceptance of the high bid. "On-Approval" vehicles receive bid acceptance or rejection by 5:00pm the 2nd business day after the sale.

G. Vehicle and Title Release. AutoGeria reserves the right not to release any vehicle or vehicle title for any reason. All titles will be made out and mailed from Copart to AutoGeria, and then AutoGeria will reassign the ownership to the Buyer. Buyer must submit a signed bill of sale and a valid copy of a government issued ID for AutoGeria to reassign ownership to Buyer. Under no circumstances title ownership will be assigned to a person or entity different than the Buyer.

H. Vehicle Pickup. The buyer acknowledges and agrees that if a vehicle is not picked up within ten (10) days from the sale date, even if it is paid in full the vehicle will be considered as abandoned and AutoGeria will have right to resell the vehicle. AutoGeria and Copart reserve the right not to release any vehicle for any reason.

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

J. Risk of Loss. Buyer takes full responsibility and assumes all risk of loss for all vehicles purchased from the time auction accepts Buyer's bid. From and after acceptance of Buyer's bid (for vehicles located at Copart facility) Buyer acknowledges that auction 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) AutoGeria and Copart 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) AutoGeria and Copart shall not 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 AutoGeria or Copart be liable for any 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. MEMBERSHIP

A. Membership Eligibility. Membership as a registered Buyer with AutoGeria is open to individuals 18 years of age and older who can form legally binding contracts under applicable law, without limiting the foregoing. One membership per person, membership is not transferrable. In addition, yard-specific requirements and applicable laws, regulations, and restrictions may further limit Buyer registration and vehicle purchasing eligibility. AutoGeria reserves the right to deny membership privileges to any individual or entity, in its sole and absolute discretion.

B. Registration. Buyers must complete the buyer registration form at AutoGeria's website and pay the non-refundable registration fee. AutoGeria offers two registration options:

1). REGULAR membership is a 14 day free registration that allows Buyer to purchase 1 vehicle at any Copart facility in which AutoGeria's purchasing eligibility is not restricted by yard-specific registration requirements, applicable laws and/or regulations. Buyer may cancel his REGULAR membership by sending an email to 'CANCEL@AUTOGERIA.COM' with their registration details and clear instructions or choosing the cancellation option by login to "My Account" at AutoGeria's website within first 14 days from the time of REGULAR registration. In the event Buyer does not select to cancel REGULAR Membership within 14 days, Buyer's membership will automatically be upgraded to a PREMIUM membership and charged a non-refundable \$150.00 USD annual subscription fee. Buyer agrees, that by registering for REGULAR membership, Buyer agrees to pay a non-refundable PREMIUM registration fee unless he cancels within first 14 days.

2). PREMIUM membership is \$150.00 USD annual registration that allows Buyer to purchase unlimited type and number of vehicles at any Copart facility in which AutoGeria's purchasing eligibility is not restricted by yard-specific registration requirements, applicable laws and/or regulations. This registration will automatically renew each year and Buyer will be charged a non-refundable \$150.00 annual renewal fee unless the subscription is canceled before the next scheduled payment.

Buyers must submit a valid copy of their driver's license or passport at the time of registration to keep the account in active status. AutoGeria reserves the right to change registration and renewal fees at any time without notice. Registration Fees are non-refundable.

C. Security Deposit. Buyer must maintain the security deposit with AutoGeria at minimum of \$440.00 USD at all times to keep the membership active. The \$440.00 USD Security Deposit must be paid in full before Buyer receives login information or has a bid placed on their behalf by AutoGeria. The security deposit enables Buyer to bid up to \$4,000.00 USD and be the current high bidder on 1 vehicle count at a time. If Buyer wishes to bid an amount higher than the security deposit, Buyer must submit \$110.00 USD for each additional \$1,000.00 USD of desired bid allowance. If Buyer wishes to bid on more than 1 vehicle count at a time, Buyer must submit an additional \$440.00 USD or 11% of maximum bid amount (whichever is higher) as security deposit for each vehicle count. AutoGeria will refund full security deposit upon Buyer's request via My Account at AutoGeria's website or email if all invoices have been paid and terms and conditions have been met. Deposit refund request must be submitted only through Email or My Account by selecting the refund option at AutoGeria's website and a confirmation number must be obtained. Verbal deposit requests will not be processed. All refunds will be processed back to original form of payment. If security deposit payment was made by wire transfer, the refund will be issued by AutoGeria check and sent by regular mail. Allow up to 30 business days for all refund processing. AutoGeria reserves the right to raise the security deposit amount and form of payment for any Buyer for any reason, in its sole and absolute discretion. The deposit cannot be used to pay for a vehicle either in part or in full. In the event Buyer fails to pay for any invoice and the debt becomes uncollectible, AutoGeria will use the security deposit to satisfy the debt.

D. Membership Cancellation: Membership with AutoGeria may be cancelled at any time if there are no outstanding invoices due and all terms and conditions are met. Membership cancellation request must be submitted by Email or online in My Account by selecting the cancellation option at AutoGeria's website and a membership cancellation number must be obtained. Verbal cancellation requests will not be processed.

E. Membership Renewal. In order to maintain an active membership with AutoGeria, Buyer must pay a non-refundable membership renewal fee of \$150.00 USD for the one (1) year membership as well as have account in good standing. The renewal is automatic so Buyers that do not wish to continue must cancel the membership before the day of the next scheduled subscription payment. AutoGeria reserves the right to modify registration and renewal fees at any time without notice.

F. Account Activity. Buyers are responsible for all bidding activity, including, without limitation, all Preliminary Bids and Virtual Bids submitted under Buyer's username and password through <http://copart.com> ("Copart") or through terminals located in kiosks at auction facilities. 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 bidding activity and charges incurred prior to AutoGeria's receipt of written notice from Buyer of the unauthorized activity.

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

H. Membership Revocation: AutoGeria reserves the right to suspend or revoke the membership of a Buyer for any reason, at any time in its sole and absolute discretion. Suspension of membership in AutoGeria or any place AutoGeria utilizes may be applied for any of the following reasons including but not limited to, improper or unprofessional conduct on AutoGeria's website, on any website affiliated with AutoGeria, through any electronic format, through any non-electronic format, non-payment of contracted agreements, or any other reason AutoGeria or its affiliates deem

applicable to membership. Further, Buyer agrees that AutoGeria 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.

I. Release of Liability and Indemnification. Buyers irrevocably and unconditionally waive and release their rights (if any) to recover from Copart and AutoGeria, their respective 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 or AutoGeria's premises. Buyers agree to indemnify, defend, and hold Copart and AutoGeria 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 Copart or AutoGeria's premises. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL AUTOGERIA 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 AUTOGERIA HAS 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."

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

IV. PAYMENTS AND FEES

A. Payments for Vehicles: All payments for vehicles must be made to AutoGeria by wire transfer, internet transfer or cheque deposit only and Full value of payment is due by 5:00 pm the next business day of the sale date. Over the counter cash deposits, account to account transfers will be applied and processing fees may be assessed. Vehicle payment by wire transfer must be received by 5:00 pm the next business day of the sale date. In the event the payment is not received within the allotted time, a late payment fee of \$50.00 USD per day will be added to each vehicle bought. In the event the payment is not received within ten (10) days of the sale date, the Buyer shall be considered to have forfeited its security deposit (see Relist Fees section) and AutoGeria shall have the right to relist the vehicle. Buyer becomes the legal owner of the vehicle upon full payment for the vehicle to AutoGeria and is responsible for vehicle transfer of ownership including registration in his name. If Buyer fails to transfer ownership and register the vehicle, Buyer will be responsible for any possible future collection costs, including court costs and reasonable attorney's fees that result from failing to complete ownership transfer.

B. Transaction Fee. Buyer agrees to pay brokerage published on our website in ' [Brokerage Fee Table](#) ' as a transaction fee for each vehicle purchased, awarded and won at the auction due to bidding activity within Buyer's bidder account. AutoGeria reserves the right to modify the transaction fee at any time without notice.

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

D. Relist Fees. In the event a vehicle is not paid for within the time specified by AutoGeria, Buyer agrees that AutoGeria may, in its sole and absolute discretion, cancel the sale, relist the vehicle for sale. Buyer agrees to pay AutoGeria the relist fee of \$440.00 USD or 11% of the sales price whichever is greater. Relist fee must be paid by transfer only. In the event Buyer fails to pay the relist fee by wire transfer this fee will be taken from the Security Deposit paid in advance to AutoGeria. Buyer will forfeit the security deposit and be responsible to pay a relist fee price, plus any collection costs, including court costs and reasonable attorney's fees. Buyer agrees to verify relist fees and relist dates prior to bidding on vehicles. Buyers causing excessive vehicles to be relisted are subject to suspension or revocation of their bidding privileges. Under some circumstances, after a Relist occurs, the auction is able to reverse the Relist. In the event it is possible, AutoGeria's Reverse Relist fee will be applied.

E. Unpaid Fees and Priority of Application of Payments. Payments made by Buyer to AutoGeria 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, transaction and delivery fees), then towards payment of any vehicles purchased by Buyer. For example, if Buyer makes a payment of \$1,000.00 USD, but has outstanding relist fees of \$400 USD, AutoGeria shall apply the first \$400 towards the unpaid relist fees, with the remaining \$600.00 USD applied towards payment for vehicles. Buyer agrees that AutoGeria has no duty to release vehicles or vehicle titles until all unpaid fees are paid in full.

F. Other Requested Services: Payment is required in FULL upfront for all other services such as transportation, shipping, repairs and clearing. Penalties will be imposed for late payment and vehicle will be released only when ALL payments are made in FULL.

G. Dispute Resolution. Buyer agrees and acknowledges that due to the non-cancelable and irrevocable nature of the transactions contemplated herein, all membership fees and security deposit are non-refundable and no refund will be processed for any reason. The security deposit is refundable if customer has paid all invoices, and the following terms and conditions are met: (i) Buyer has not won the sale specified by the bid placed, (ii) Buyer does not have any current bids, (iii) Buyer specifically requests a Security Deposit refund by email or choosing the refund option in "My Account" at AutoGeria's website, (iv) the refund request has been verified as valid by AutoGeria and Buyer's account is in good standing with no fees due. Buyer expressly agrees to submit in writing any objection regarding fees to AutoGeria LTD, 26 King George V. Road Onikan – Lagos, Nigeria. Should Buyer disagree with AutoGeria's decision, Buyer agrees to mediate the dispute before litigation. Buyer agrees to indemnify AutoGeria for any financial harm or any losses caused by Buyer's objections to fees that do not comply with this Agreement. Buyer will be held responsible for the reimbursement of any fees and losses incurred as a result of Buyer's failure to comply with any provision in these Terms and Agreement. Credit Card Billing Buyer expressly agrees that if Buyer pays by credit card, or demand debit, Buyer shall abide by the following statement: "I hereby authorize AutoGeria to initiate debit/credit entries to my bank deposit account or credit card." Buyer authorizes AutoGeria to debit outstanding fees from the account linked to Buyer's original form of payment.

H. Copart Fees. All vehicles bought through AutoGeria are subject to Copart Fees, as posted on AutoGeria's website.

I. Yard Visits. During the Preliminary Bidding Period, Buyers may preview vehicles offered at a scheduled sale at a Copart facility in person. A \$25.00 fee per Bidder and a \$25.00 fee for any AutoGeria guests must be paid when visiting a Copart facility to inspect a vehicle. Guests 16 years of age or older are allowed to enter Copart facilities (including during the Preliminary Bidding Period) when accompanied by a Buyer. Guest passes must be displayed at all times. Only Buyers in good standing are permitted to bid on vehicles and must have their active Bidder Number and Password on hand.

J. Sales Tax Indemnification. Buyers purchasing vehicles from AutoGeria at wholesale pursuant to a sales tax exemption certificate agree to indemnify, defend, and hold AutoGeria 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.

V. SHIPPING PROCEDURES

A. Shipping Options: Buyer may pick up purchased vehicle at his or her own discretion from the Copart facility once payment to AutoGeria has been made and received in full. However, Buyer agrees and acknowledges that NO vehicle whatsoever regardless of driving condition or title status may be driven prior to state inspection and/or registration. All vehicles must be towed or transported out of Copart. This statement serves as a non-driving affidavit.

B. Shipping Order. Buyer may place a domestic or international shipping order with AutoGeria. AutoGeria will act only as the shipper's shipping agent or shipping broker and assumes no liability for any loss, damage, expense or delay to the vehicles to be delivered. By placing a shipping order Buyer authorizes AutoGeria to select and engage drivers, agents and others as required for transporting, storing and delivering the vehicles.

C. Shipping Disclaimer. Buyer acknowledges and agrees that AutoGeria will use commercially reasonable measures to have the vehicle delivered to the customer's specified location in the same condition as it was on the purchase date and within the specified time. However, should this be not the case, Buyer understands and agrees that he or she may not hold AutoGeria responsible or liable for delay of shipment, loss of keys, damages, or the theft of parts or the vehicle. Moreover, AutoGeria specifically rejects, with the consent of the Buyer, any responsibility for the vehicle after it has been delivered as to the location where it will be stored. AutoGeria will not be responsible for damage or loss of vehicles or part thereof in transit or for any discrepancy between the vehicles delivered and the vehicles purchased at Copart. Buyer takes full responsibility and understands all risk of loss for all vehicles requested to be shipped on a shipping order.

D. Shipping Payment: Buyer agrees to prepay, in advance, the shipping cost and any other fees incurred by AutoGeria, including but not limited to, any loading fee, storage fees, export documentation or a key-service fee. Buyer further agrees that shipping prices and availability of services and/or quotes provided on AutoGeria's website cannot be guaranteed and are subject to change as market prices fluctuate or other unforeseeable conditions or situations may arise. Buyer acknowledges that AutoGeria will use commercially reasonable efforts to have the vehicle picked up from the Copart facility within 7 calendar days of the purchase date including sale day so that the Buyer does not incur storage charges. However, AutoGeria does not guarantee that this will be possible and in the event that the vehicle pick-up is delayed, Buyer agrees to pay a \$20.00 per day storage fee.

VI. MISCELLANEOUS

A. Forum Selection, Venue, Jurisdiction, Choice of Law, and Service of Process. Buyer acknowledges and accepts the following as express conditions to membership with AutoGeria: This Agreement together shall be governed by the laws of Lagos State without reference to the principles of conflicts of law. Each party hereby irrevocably submits to the jurisdiction of the courts of Lagos State, and the courts of the Federal Republic Of Nigeria. Buyer consents to the service of process by certified or registered mailing of the summons and complaint to the last address provided by Buyer to AutoGeria. Buyer consents to the forum selection, choice of law, jurisdiction, and venue provisions described above.

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.

C. Integration: This Agreement is the entire and sole agreement of the parties hereto with respect to its subject matter. There have been no representations, warranties, or promises outside of the Terms and Conditions.