



## VEHICLE TRANSPORTATION AGREEMENT



SECURE  
SHIPMENT



SAFE & SECURE  
PAYMENTS



GLOBAL  
SHIPPING



VERIFIED  
COMPANY

### COOPART AUCTION PLATFORM MEMBERSHIP TERMS AND CONDITIONS

We have updated our Privacy Policy effective May 19, 2025, to comply with updates to U.S. data protection laws and our current business practices.

To continue using our website and services, please click “Accept.”

If you do not accept the new Membership Terms and Privacy Policy, click “Decline” and you will not be able to access the website.

### IMPORTANT NOTICE

These Terms affect your legal rights in relation to Coopart.

Therefore, please read all terms carefully.

By registering as a Coopart member or placing a bid in a Coopart auction, you represent and warrant that you:

- have fully read all terms;
- understand them; and
- agree to all rules and regulations.

Coopart may amend these Terms and related policies from time to time. In such cases, the updated version will be published on the website and important changes will be communicated accordingly.

### AUCTION SYSTEM

Vehicles listed for sale on Coopart websites are sold through an internet-based auction system.

Only registered and active Basic and Premier members may place bids on vehicles.

The Coopart auction system consists of two stages:

#### STAGE 1 – PRELIMINARY BIDDING

This is an open internet auction.

Members may place bids on vehicles online.

The user enters the maximum amount they are willing to pay for the vehicle, and the BID4U system automatically bids on their behalf.

The Preliminary Bidding period ends before the Virtual Sale begins.

During this period, members may inspect vehicles:

- online; or
- in person at a Coopart facility.

## **STAGE 2 – VIRTUAL SALE**

This is a live virtual auction conducted exclusively online.

Members bid against one another in real time.

The BID4U system automatically continues the previously submitted highest bid.

When bidding stops, a countdown timer begins.

If a new bid is entered, the countdown restarts.

Coopart reserves the right, at its sole discretion, to extend or restart the countdown.

## **TYPES OF BIDDING**

### **Internet Preliminary Bidding**

Members place bids online in advance.

### **Virtual Bidding**

Members participate online in real time.

### **Sealed Bidding**

A sealed-bid auction system.

BID4U is not available in this format.

### **Buy It Now**

Certain vehicles may be purchased immediately at the listed price.

### **Make an Offer**

A member may submit an offer for a vehicle.

The offer remains valid for two business days.

### **Live Auction Bidding**

A live physical auction format.

Internet and live bidding are conducted simultaneously.

## **THIRD-PARTY PURCHASERS**

Customers may use independent brokers, international operators, or resellers to purchase vehicles through the Coopart system.

These third parties (“Third Party Purchasers”):

- are independent from Coopart;
- operate under their own terms and conditions; and
- sell vehicles to their own customers.

Coopart is not a party to these relationships.

Therefore, users must carefully review their:

- terms and conditions;
- services; and
- payment policies.

## **IMPORTANT NOTE**

A member may not bid on a vehicle that they themselves are selling.

## **I. DISCLAIMERS**

### **A. DISCLAIMER REGARDING VEHICLE CONDITION AND HISTORY**

Unless otherwise required by applicable law, all vehicles sold through Coopart are sold:

**“AS-IS WHERE-IS”**

meaning in their existing condition and location.

No warranties of any kind are provided, including but not limited to:

- warranties;
- quality guarantees;
- merchantability; or

- fitness for a particular purpose.

## **DEFINITION OF “VEHICLE”**

The term “Vehicle” includes:

- automobiles;
- trucks;
- motorcycles;
- boats;
- jet skis;
- industrial equipment;
- trailers;
- RVs; and
- other goods.

However, any personal items or cargo that may be inside the vehicle are not considered part of the vehicle. Removing or disposing of such items is the responsibility of the buyer.

## **DISCLAIMER REGARDING VEHICLE INFORMATION**

Coopart and sellers do not guarantee the accuracy or completeness of vehicle information. Such information is provided solely for convenience purposes.

This information may include:

- year;
- make;
- model;
- condition;
- VIN number;
- damage history;
- odometer readings;
- title information;
- repair costs;
- total loss history; and
- other related information.

Members must independently conduct:

- inspections;
- examinations; and
- investigations

regarding the vehicle.

## **ADDITIONAL TERMS**

- The presence of keys is not guaranteed.
- The completeness of VIN plates is not guaranteed.
- Certain parts may be missing.
- Vehicles are not guaranteed to comply with local environmental or safety standards.

## **VEHICLE CONDITION**

Coopart does not represent vehicles as being:

- roadworthy;
- mechanically sound; or
- in high-quality condition.

Certain vehicles may not be ready for use and may require substantial repairs.

At Coopart facilities, the following activities are prohibited:

- repairs;

- dismantling; or
- removal of parts.

The buyer must remove vehicles from the Coopart facility in a lawful and safe manner.

## **B. DISCLAIMER — TITLE AND REGISTRATION LAWS**

Coopart does not guarantee that any vehicle can legally be registered in any state or country. The member accepts all risks arising from differences between state, provincial, and national:

- title laws; and
- registration regulations,

which may affect the vehicle's market value or resale potential.

Example:

A vehicle legally purchased with a "clean title" in State "A" may later be required to be sold with a "salvage title" in State "B."

## **C. DISCLAIMER REGARDING DMV / MVD / DOR DOCUMENTS**

Coopart is not responsible for:

1. defects, errors, omissions, or delays in motor vehicle department or tax authority documents not processed by Coopart; or
2. mistakes or delays caused by government authorities.

## **D. NMVTIS DISCLAIMER**

Vehicles listed for sale on Coopart may be entered into the National Motor Vehicle Title Information System ("NMVTIS").

Additionally, transaction data relating to vehicles purchased through Coopart may be submitted to NMVTIS at Coopart's discretion.

Each Member accepts all risks associated with reporting information to NMVTIS.

Certain members who purchase vehicles may be subject to NMVTIS reporting requirements.

For more information:

<https://vehiclehistory.bja.ojp.gov/>

## **E. DISCLOSURE OF MEMBER INFORMATION**

Each Member acknowledges that Coopart may, where necessary and in accordance with applicable law:

- disclose Member information; and
- disclose transaction information relating to Members

to governmental authorities, regulatory bodies, or courts without prior notice.

Coopart may also provide information to law enforcement agencies for the purposes of:

- preventing illegal activity;
- conducting investigations; or
- identifying rule violations.

## **II. SALE RULES**

### **A. REJECTION OF BIDS**

Coopart reserves the right, in accordance with state law, to reject or cancel any bid.

In the event of any dispute regarding bids, Coopart shall make the final determination.

Members agree to indemnify and hold Coopart harmless from all liability arising from such disputes.

### **B. CANCELLATION OF SALES**

Coopart may, at its sole discretion:

- postpone a sale;
- cancel a sale; or

- remove a vehicle from sale.

Coopart shall not be liable to members for any consequences arising from such actions.

Coopart may also cancel or reverse a sale in cases involving:

- fraud prevention;
- prevention of unlawful activity; or
- suspected material errors in vehicle information.

If a sale is cancelled after payment has been made, funds may be refunded to the original payment method or credited to the member's account.

### **C. TIED BID RULE**

In the event of identical bids, Virtual Bids and Live Auction Bids take priority over Preliminary Bids.

### **D. BID4U (AUTOMATIC BIDDING)**

The BID4U system is designed to simplify bidding.

The user enters the maximum amount they are willing to pay, and BID4U automatically bids on their behalf.

BID4U only increases bids by one bidding increment above the current bid.

As a result, a vehicle may be purchased for less than the maximum bid amount.

If another user enters a higher maximum bid, notification will be sent by email.

BID4U is not available for VIX vehicles.

### **E. MINIMUM BID, APPROVAL, AND COUNTER BIDDING**

If a seller designates a vehicle as:

- "Bid to Be Approved";
- "On Approval"; or
- subject to a minimum bid,

and the highest bid does not meet that minimum, the vehicle will not be sold.

The seller may approve the bid until 7:45 PM Pacific Time on the next business day.

Counter Bidding allows the seller to submit a counteroffer after the auction.

The member's highest bid remains an open offer subject to seller acceptance.

### **F. VIX AND SEALED BID REPO VEHICLES**

These vehicles remain in the seller's possession.

They may only be viewed through online photographs.

BID4U is not available for these vehicles.

In the event of identical bids, the first submitted bid prevails.

Once submitted, a bid may only be increased and may not be reduced or withdrawn.

Coopart will notify the seller's decision within three business days.

If the bid is accepted, the Member is obligated to complete the purchase.

If Coopart notifies the Member more than 45 days later that the vehicle is available, the Member may:

1. cancel the sale; or
2. accept the vehicle.

### **G. DELIVERY OF VEHICLE AND TITLE**

Coopart may refuse delivery of the vehicle or title for any reason.

### **H. SUBMITTED BIDS**

Once submitted, bids:

- may not be withdrawn;
- deleted; or

- cancelled.

## **I. RISK OF LOSS**

The Member assumes all risk relating to the vehicle from the moment their bid is accepted.

Coopart acts solely as a temporary custodian while the vehicle remains on its premises.

Coopart is not responsible for:

- theft;
- vandalism;
- natural disasters; or
- damage arising from normal operations.

Coopart may only be liable for damage caused directly by intentional misconduct or gross negligence.

Once a vehicle leaves the Coopart facility, it is deemed accepted in its existing condition.

## **VEHICLE LOADING AND TRANSPORT**

The Member is responsible for complying with all laws relating to the safe transportation of vehicles.

Coopart employees may assist with loading; however, they are not responsible for:

- safe loading; or
- proper securing of vehicles.

## **OFF-SITE SALES**

Vehicles sold off-site may be picked up from the designated location.

If not removed within six days, Coopart may relocate the vehicle to another facility.

In such cases:

- towing expenses; and
- additional storage fees

shall be the responsibility of the Member.

After 30 days, the vehicle may be considered abandoned.

## **K. TIMELY REMOVAL OF VEHICLES**

If purchased vehicles are not removed on time:

- they may be transferred to secured storage; and
- additional gate fees and storage fees will apply.

## **III. INTERNATIONAL TRADE LAWS**

### **A. SANCTIONS COMPLIANCE**

The Member agrees to comply with all U.S. economic and financial sanctions laws.

The Member represents that they are:

- not listed on sanctions lists;
- not located in sanctioned countries; and
- not controlled by sanctioned parties.

The Member may not purchase Coopart vehicles on behalf of sanctioned parties.

### **B. EXPORT REQUIREMENTS**

The Member agrees to comply with all U.S. export laws.

This includes all activities relating to:

- export;
- re-export;
- transportation; and
- transfer to another country.

The Member confirms that they are not an export-restricted party.

## **C. ROUTED EXPORT TRANSACTIONS**

If the Member is a company located outside the United States, it must appoint an authorized export agent. Coopart may only be designated as USPPI in limited circumstances.

## **D. IMPORT REQUIREMENTS**

The Member assumes full responsibility for all import-related matters, including:

- documentation;
- taxes;
- customs duties;
- environmental compliance; and
- all other import regulations.

## **E. INTERNATIONAL SHIPPING PROGRAM**

Coopart offers a referral program for transportation services through international freight forwarding companies.

By using such services, the Member agrees to comply with all export regulations.

# **IV. MEMBERSHIP**

## **A. MEMBERSHIP ELIGIBILITY**

To become a Coopart member, an individual must be at least 18 years old.

Applicants must also provide:

- personal information;
- government-issued identification; and
- business documentation.

Coopart may reject any membership application at its sole discretion.

## **BIOMETRIC INFORMATION**

Coopart may collect and process facial recognition data.

Such information may be used for:

- identity verification; and
- fraud prevention.

The information will not be retained for more than three years.

The Member consents to the collection and use of such data.

## **B. TYPES OF MEMBERSHIP**

### **Registered Guests**

May browse only.

They may not bid or purchase vehicles.

### **Basic Members**

Must provide identification, required documents, and pay membership fees.

### **Premier Members**

Have expanded privileges and must provide a deposit.

Membership must be renewed annually.

## **C. AUTHORIZED BIDDERS**

Premier business members may authorize up to three individuals to bid on their behalf.

## **D. VISITORS**

Visitors over the age of 16 may enter with Basic or Premier members.

## **E. PASSWORDS AND SECURITY**

The Member is responsible for all activity conducted through their account.

Passwords must not be shared with others.

Coopart may temporarily or permanently suspend accounts if login credentials are shared.

## **ACCOUNT ACTIVITY**

You agree to use third-party software, including browser applications, that comply with Coopart's data security protocols.

Unless otherwise notified by Coopart, you agree to use software supporting:

- Secure Socket Layer (SSL) protocols; or
- other security protocols approved by Coopart,

and to comply with Coopart's access requirements.

You acknowledge that:

- Coopart is not obligated to notify you regarding software updates, patches, or enhancements; and
- Coopart is not responsible for security breaches involving data transmitted through networks or telecommunications systems not controlled by Coopart.

You further acknowledge that, despite reasonable security measures, information transmitted via the internet or electronic communication methods may be intercepted by unauthorized third parties.

## **F. COMPLIANCE WITH LAWS**

Members must comply with all applicable:

- laws;
- regulations; and
- governmental requirements

when using Coopart services and purchasing vehicles.

This specifically includes activities relating to:

- transportation;
- export;
- storage;
- transfer;
- resale;
- dismantling; and
- title modification.

Coopart may, at its sole discretion:

- restrict;
- suspend;
- terminate accounts;
- withhold funds; or
- freeze bids or transactions

if Coopart suspects that a Member or authorized user has violated:

- Coopart policies;
- applicable laws;
- government regulations; or
- court orders.

## **G. VEHICLE FINES**

The Member is fully responsible for all:

- fines;
- tax liabilities;
- fees;
- impound expenses;

- parking violations; and
- toll road violations

relating to vehicles purchased through Coopart.

The Member agrees to indemnify and hold Coopart harmless from such liabilities.

Coopart may charge a \$75 processing fee per incident for handling such matters.

Coopart may also:

- pay fines on behalf of the Member;
- charge additional fees up to 150% of the fine amount; and
- debit the Member's account or bank card accordingly.

Failure to timely pay fines may result in suspension or termination of purchasing privileges.

## **H. COOPART FACILITY RULES**

Members, representatives, and visitors must comply with all rules applicable at Coopart facilities.

The following items found inside vehicles must not be removed:

- envelopes;
- documents; or
- other property.

Such discoveries must be reported to Coopart.

Individuals involved in vehicle theft or damage may be arrested and prosecuted.

This includes damage to items or keys located inside vehicles.

Coopart offers a \$100 reward for information assisting in identifying vehicle theft or damage occurring at a Coopart facility.

Members and visitors:

- must not approach electric fences; and
- must not bring tools onto the premises, including diagnostic devices or jump box equipment.

## **I. NO CONTACT WITH PREVIOUS OWNERS OR DRIVERS**

Members may not contact or attempt to contact any prior:

- owner;
- registered individual;
- insured person; or
- driver

of any vehicle listed or purchased through Coopart.

This restriction applies regardless of how the information was obtained.

Exceptions are permitted only:

1. when required by law;
2. for safety or recall purposes; or
3. with official authorization from Coopart.

Violation of this rule may result in:

- account suspension;
- bid cancellation; or
- termination of sales.

## **J. TERMINATION OF MEMBERSHIP**

Coopart may, at its sole discretion:

- restrict;
- suspend; or
- permanently terminate membership accounts.

Individuals who violate Coopart policies or applicable laws may not create new accounts.

## **K. RELEASE OF LIABILITY AND INDEMNIFICATION**

Members and their visitors release Coopart's:

- directors;
- employees;
- representatives;
- partners;
- affiliates; and
- vehicle sellers

from all claims that may arise.

This specifically includes claims involving:

- bodily injury;
- property damage; or
- other losses.

Members agree to indemnify and hold Coopart harmless from all associated claims and expenses.

Under no circumstances shall Coopart be liable for:

- special damages;
- incidental losses;
- lost profits; or
- expenses arising from the use or inability to use a vehicle.

## **WEBSITE DISCLAIMER**

Although the following content on Coopart websites is believed to be reliable:

- text;
- photographs;
- graphics;
- software; and
- information,

errors may still exist.

Coopart does not guarantee the:

- accuracy;
- completeness;
- reliability; or
- timeliness

of such information.

Information on Coopart websites may be changed without prior notice.

## **NO WARRANTY REGARDING SOFTWARE OR SERVERS**

COOPART DOES NOT WARRANT THAT ITS WEBSITES WILL OPERATE ERROR-FREE OR THAT ITS SERVERS ARE FREE OF:

- viruses; or
- harmful software.

If use of the website results in the need for:

- equipment repair;
- data recovery; or
- system replacement,

Coopart shall not be responsible for such costs.

The website is provided strictly on an "AS IS" basis.

## **L. MARKETING AND ADVERTISING COMMUNICATIONS**

Members consent to receiving marketing and promotional communications from Coopart through:

- email;

- SMS;
- mobile applications;
- social media;
- telephone; and
- other communication methods.

To withdraw such consent, Members may review the Coopart Privacy Policy.

## **V. PAYMENTS AND DELIVERY**

### **A. FEES**

All members agree to pay:

- membership fees;
- vehicle purchase fees; and
- all other applicable charges.

All fees may be changed without prior notice.

### **B. PAYMENT**

Payment may only be made using payment methods accepted by Coopart.

Coopart may impose:

- payment restrictions;
- limits; or
- pre-authorization requirements.

Balances unpaid after 30 days may accrue interest at 1.5% per month (18% annually).

Members are responsible for all costs relating to returned or invalid checks.

### **C. SALES TAX**

Sales tax is determined based on several factors, including:

- vehicle type;
- title type;
- member address; and
- vehicle location.

The Member is responsible for all costs arising from tax obligations.

### **D. RELIST FEES**

If a vehicle is not paid for on time, Coopart may:

- cancel the sale; and
- relist the vehicle for sale.

In such cases, the Member is responsible for relist fees and all collection costs.

### **E. AUTOMATIC DELIVERY**

With Coopart approval, vehicles may be shipped using automatic delivery services.

### **F. PAYMENT FOR DELIVERED VEHICLES**

All payments must be made in full prior to delivery.

Storage fees will apply after the expiration of the grace period.

If delivery cannot be completed, the Member is responsible for all additional expenses.

### **G. APPLICATION OF PAYMENTS**

Member payments shall first be applied toward:

1. unpaid fees; and
2. thereafter toward the vehicle purchase price.

Coopart may refuse to release vehicles or titles until all fees are fully paid.

## **H. SECURITY DEPOSITS**

### **Basic Members**

Coopart may require a deposit from Basic Members.  
Unused deposits may be refunded.

### **Premier Members**

Premier Members are required to provide a \$400 deposit.  
Once all obligations are satisfied, the deposit may be refunded; however, the account will be downgraded to Basic Membership status.

## **VI. GOVERNING LAW AND JURISDICTION**

### **A. GOVERNING LAW AND COURTS**

All disputes relating to a vehicle shall be governed by the laws of the state or province where the vehicle is located.

Example:

If a vehicle is located in Billings, Montana, all legal proceedings shall take place in the State of Montana. All remaining matters shall be resolved in Dallas County, Texas.  
The Member fully agrees to these terms.

### **B. ENTIRE AGREEMENT**

These Terms and Conditions constitute the complete and exclusive agreement between Coopart and the Member.

No additional promises or warranties not expressly stated herein shall have any legal effect.

## **IAA AUCTION PLATFORM TERMS OF USE**

The following terms and conditions (“Terms of Use”) constitute an agreement between you and Insurance Auto Auctions (IAA) regarding the use of IAA websites (including the [www.iaai.com](http://www.iaai.com) website), software, applications, and all services and content provided through them (collectively, the “Service”). BY ACCESSING, VIEWING, OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE AND EXIT IMMEDIATELY.

IAA reserves the right to modify the Service and these Terms of Use at any time. Any changes become effective immediately upon posting. Your continued use of the Service after updated terms are posted means that you accept the revised terms. Please review these terms periodically for updates.

**Note:** If you are a registered IAA buyer, additional terms may apply. For more information, refer to the “Buyer’s Agreement” and “Auction Rules” documents. Certain parts of the Service may also contain additional or separate terms. In such cases, those specific terms will prevail.

## **OWNERSHIP OF CONTENT, COPYRIGHTS, AND TRADEMARKS**

All content contained in this Service, including images, videos, text, data, graphics, designs, logos, software, and all other materials (“Service Content”), is the property of IAA, its affiliates, or licensors and is protected by United States and international copyright laws.

The name “IAA,” the IAA logo, and other marks are trademarks of IAA or third parties. They may not be used without IAA’s permission.

Except as expressly stated in these Terms of Use, no rights or licenses under any copyright, trademark, or other proprietary rights of IAA or any third party are granted to you or any other user.

## **REGISTRATION**

Certain services may require registration (“Account”). During registration, you may be assigned a Login ID, password, and, where applicable, a Buyer Number.

You represent and agree that:

- all information you provide will be accurate and complete;
- you will not create an account on behalf of another person;
- you will not attempt to access the system using another person’s information.

IAA reserves the right to suspend or terminate your account if it suspects that your information is inaccurate or incomplete.

You are responsible for maintaining the confidentiality of your Login ID, password, and Buyer Number. If you suspect unauthorized use, you must immediately notify IAA at [cservice@iaa.com](mailto:cservice@iaa.com).

IAA is not responsible for damages resulting from your failure to protect your account information.

## **PERMITTED USE AND RESTRICTIONS**

Subject to these terms, you may use information from the Service:

- solely for personal and informational purposes;
- without modifying the content;
- without distributing it publicly without IAA’s permission.

You may not:

- modify the content;
- reverse engineer the software;
- interfere with or disrupt the Service;
- use automated bots, scrapers, or data collection tools to gather information.

You also agree not to:

- interfere with other users’ ability to use the Service;
- attempt unauthorized access to the system;
- provide false information.

## **AUCTION INFORMATION**

IAA provides information related to vehicle auctions (“Auction Sales Data”). This information may only be used for:

- evaluating vehicles;
- conducting transactions;
- participating in auctions.

Without authorization, you may not:

- store;
- distribute;
- sell;
- use for financial market purposes;
- create another system or dashboard using the data.

## **UNAUTHORIZED USE**

IAA reserves the right to investigate unauthorized or unlawful use and to take appropriate legal action. Users who violate these terms may have their access restricted or permanently terminated.

## **THIRD-PARTY WEBSITES**

The Service may contain links to third-party websites. IAA is not responsible for their content or services. When using such websites, their own terms and privacy policies apply.

## **PRIVACY**

IAA's Privacy Policy is considered part of these Terms of Use.

### **USER-SUBMITTED CONTENT**

Certain sections of the Service may allow you to upload:

- comments;
- videos;
- information;
- or other content ("User Content").

You are solely responsible for the legality and accuracy of such content.

By uploading content, you grant IAA a free, unlimited license to:

- use;
- modify;
- distribute;
- publish the content.

You may not upload content that:

- infringes copyrights;
- is threatening or hateful;
- is pornographic;
- contains viruses or malicious code;
- violates any law.

### **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE."

IAA does not guarantee:

- that the Service will be error-free;
- the accuracy of information;
- uninterrupted operation of the Service.

IAA and its affiliates are not liable for:

- loss of profits;
- loss of data;
- business interruption;
- direct or indirect damages.

### **INDEMNIFICATION**

You agree to defend and indemnify IAA against all claims and expenses arising from:

- your violation of these terms;
- misuse of the Service;
- content you upload.

### **MODIFICATION OR TERMINATION OF THE SERVICE**

IAA may at any time:

- modify the Service;
- temporarily suspend it;
- permanently discontinue it.

IAA is not responsible for any consequences resulting from such actions.

### **DENIAL OF ACCESS**

IAA may restrict or terminate a user's access to the Service at any time without explanation.

## **GOVERNING LAW AND ARBITRATION**

These terms are governed by the laws of the State of Illinois.

Any dispute:

- shall be resolved exclusively through arbitration;
- court proceedings are not permitted.

Arbitration shall take place only in Cook County, Illinois.

## **OTHER PROVISIONS**

The information in this Service is primarily intended for the U.S. market. Certain services may not be available in other countries.

If any provision of these terms becomes invalid, the remaining provisions shall remain in full force and effect.

## **CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT**

If you believe that any content on the Service infringes your copyright or other intellectual property rights, you must provide IAA with the following information:

- signature of an authorized person;
- description of the infringed right;
- location of the infringing content;
- your address, phone number, and email;
- a statement that the use is unauthorized;
- a statement confirming the accuracy of the information provided.

## **IAA TRANSPORT PROGRAM BUYER TERMS AND CONDITIONS**

These shipping terms and conditions (“Terms”) apply to all IAA buyers (“Buyer”) using the IAA Transport program’s shipping, export, and brokerage services (“Agreement”). These Terms become effective on the date services are purchased and may be modified without prior notice.

These Terms apply to all orders submitted by the Buyer and all quotations, order confirmations, and invoices issued by Insurance Auto Auctions, Inc., its subsidiaries, affiliates, and related entities (“IAA”). These Terms and IAA Auction Rules replace all previous transport program terms and conditions. These Terms are binding upon all buyers, shippers, consignees, and third parties using IAA Transport services. IAA Auction Rules form an integral part of these Terms. In case of conflict, the IAA Auction Rules prevail.

### **1. LEGAL OWNERSHIP**

The Buyer confirms that:

- they are the successful auction purchaser of the transported vehicle(s);
- payment for the vehicle has been made through available funds;
- they are authorized to enter into this Agreement or have been authorized by the legal owner of the vehicle.

If the Buyer is an individual, they confirm they are at least 18 years old and legally capable of entering into this Agreement.

### **2. GENERAL TERMS**

- These Terms are binding on all buyers, shippers, and consignees served by IAA.
- These Terms apply to all services performed by IAA unless prohibited by applicable federal or state law.
- If there is any conflict between these Terms and the Bill of Lading, these Terms prevail.

- No employee or agent may modify or waive these Terms without written approval from an authorized IAA officer.
- IAA may revise these Terms without prior notice. Continued use of services after revised Terms are posted constitutes acceptance of the revised Terms.
- The Buyer understands that transportation may be performed by an independent carrier (“Carrier”) rather than directly by IAA.

### **3. PRICING**

Unless otherwise stated, prices include all taxes and service fees.

If the Buyer does not provide valid tax exemption documentation, all applicable federal, state, and local taxes remain the Buyer’s responsibility.

Changes to the delivery address may result in price adjustments.

International shipments may be subject to customs duties and VAT taxes billed separately.

Additional charges may apply for oversized, heavily damaged, modified, or non-standard vehicles.

### **4. PAYMENT**

Ocean freight and all-inclusive transportation charges must be prepaid within five (5) days after invoice receipt.

Late payments may incur a penalty of \$50 per vehicle or 2% of the vehicle sale price.

IAA will not arrange transportation until all charges are fully paid.

### **5. SCHEDULING**

No pickup or delivery dates are guaranteed. All dates are estimates only.

Delays may occur due to weather conditions, mechanical failures, road conditions, or unforeseen circumstances.

IAA is not liable for costs resulting from delays.

### **6. DELIVERY**

The Buyer must accept the vehicle in its transported condition.

Vehicle unloading is the Buyer’s responsibility.

If the Buyer is unavailable at delivery, the vehicle may be redirected to a terminal or storage facility, which may result in additional charges.

### **7. ROUTING**

The Carrier determines the transportation route at its sole discretion and is not required to use any specific route.

### **8. DOOR-TO-DOOR SERVICE**

“Door-to-door” service means the vehicle will be delivered as close as reasonably possible to the specified address.

If direct delivery is not possible due to road restrictions, safety concerns, or vehicle size, final delivery arrangements become the Buyer’s responsibility.

### **9. CONTACT INFORMATION**

IAA and the Carrier rely on the contact information provided by the Buyer.

If the Buyer is unavailable, the Buyer must designate a representative authorized to act on their behalf.

### **10. CANCELLATION POLICY**

Orders may only be canceled through official email notification.

If cancellation occurs less than two days before pickup, a Dry Run Fee applies:

- \$150 for distances between 0–1000 miles;
- \$250 for distances over 1000 miles.

## **11. TERMINATION OF AGREEMENT**

IAA may terminate this Agreement at any time, even without cause. However, accepted orders already in progress will still be completed.

## **12. DISCLAIMER OF LIABILITY**

IAA is liable only if direct negligence by IAA is proven.

IAA is not responsible for:

- loss of personal items inside the vehicle;
- damage from rust, mold, or animals;
- electronic or catalytic converter damage;
- weather conditions, war, strikes, or government actions;
- loss or theft of information.

## **13. PAYMENT AND INDEMNIFICATION**

The Buyer and consignee are jointly responsible for all charges.

They also agree to pay any fines, penalties, or expenses resulting from their actions.

## **14. LIEN RIGHTS**

IAA may retain possession of cargo for unpaid charges.

If payment is not made, the vehicle may be sold through public or private sale.

## **15. LIMITATION OF LIABILITY**

- Maximum compensation for ground transportation is limited to \$500 USD.
- Maximum compensation for ocean transportation is also limited to \$500 USD.
- The Buyer is responsible for obtaining cargo insurance.
- IAA is not liable for loss of profits or special damages.

## **16. NOTICE AND DISPOSITION OF CARGO**

If the vehicle is not accepted or collected, IAA will notify the Buyer.

If no instructions are received within 30 days, the vehicle may be sold according to law.

## **17. DELIVERY CONFIRMATION**

IAA will provide a copy of delivery documentation upon request.

## **18. BILL OF LADING**

All ground and ocean transportation services are subject to IAA's official Bill of Lading.

## **19. OCEAN TRANSPORTATION**

IAA is authorized to prepare export documentation.

The Buyer is responsible for all associated fees.

## **20. CUSTOMS CLEARANCE**

IAA and its customs broker act solely as the Buyer's agent for customs clearance purposes.

The Buyer is responsible for complying with all import/export laws.

## **21. EXPORT CONTROL**

The Buyer certifies that all export information provided is accurate. Providing false information may result in criminal and civil liability.

## **22. TRANSPORTATION DAMAGE**

Any damage occurring during loading, unloading, or transportation is solely the responsibility of the Carrier.

Claims must be submitted according to the IAA Damage Resolution Assistance policy.

## **23. IAA DAMAGE CLAIM ASSISTANCE**

The Buyer must report damage by email within 48 hours and submit all required documents within 3 business days.

## **24. ADDITIONAL TERMS**

- The Buyer agrees to indemnify IAA against third-party claims.
- All notices must be submitted in writing.
- Confidential information must be protected.
- Failure to enforce any right temporarily does not constitute waiver of that right.
- Obligations arising before termination remain enforceable after termination.
- This Agreement is governed by the laws of the State of Illinois.
- Disputes shall first be resolved through arbitration.
- The parties are independent contractors.
- If any section becomes invalid, the remaining sections remain in effect.
- The Buyer may not assign this Agreement without IAA's written consent.
- IAA is not liable for force majeure events such as natural disasters, war, or unforeseen circumstances.
- The Buyer must comply with all anti-corruption laws.
- Transactions involving OFAC-restricted or terrorism-related persons are prohibited.
- The Buyer must complete and submit all required documents within 24 hours.
- The Buyer may not offset unpaid claims against transportation charges.

## **TERMS AND CONDITIONS FOR VEHICLES PURCHASED THROUGH THE COMPANY'S U.S. AUCTION ACCOUNT**

- The exchange rate from USD to AED for auction vehicle payments is fixed at 3.67. No additional fee is charged to the customer for bank wire transfers. No other hidden charges apply. However, payment must be completed within 48 hours from the purchase date.
- After full payment for the vehicle is received, the vehicle will be picked up within 3 business days, excluding the payment date.
- Towing and shipping rates are calculated based on the vehicle purchase date.
- An additional \$150 fee applies to SUV vehicles. (Please contact our team for the list of SUV-classified vehicles.)
- All vehicles purchased from broker states, including (AL, MI, OH, and WI), are subject to an additional fee of \$75–\$100 per vehicle.
- The Company is not responsible for vehicles that cannot be transported or have title-related issues. A separate list of title-related restrictions applies.
- If the auction listing indicates “Key Yes,” but the key is missing at the time of pickup, the Company is not responsible. Customers will be informed once the vehicle is picked up.
- Vehicles located at sublots or offsite locations are subject to an additional fee of \$75–\$150.
- HYBRID and EV vehicles are subject to an additional \$300 fee.

- The Company is responsible for damages occurring from the vehicle pickup location in the United States to the final destination. However, the Company is not responsible for pre-existing auction damage or missing parts. The customer must review the vehicle photos on the day the vehicle arrives at the U.S. warehouse. If any damage is discovered, the Company must be notified within 24 hours. Otherwise, damage claims will not be accepted.
- If a vehicle is damaged, the Company will only cover repair costs based on current market rates.
- Estimated Time of Arrival (ETA) may vary depending on shipping line schedules and operational changes.
- The Company is not responsible for vehicles leaving the auction without an exhaust system; however, the Company will make all reasonable efforts regarding such issues.
- According to UAE regulations, a \$50 documentation fee applies to vehicles valued above 10,000 AED. (An additional \$25 fee applies to all vehicles requiring a Certificate of Origin.)
- The Company is not responsible for U.S. or UAE customs inspections or any type of government inspection procedures.
- We proudly provide services in English, Spanish, Russian, Persian, and Turkmen languages.

### **EXPORT SERVICES TO THE DESIGNATED DESTINATION**

The Company agrees to provide transportation and logistics services for the vehicle(s) purchased by the Customer through the Company's auction accounts, from the agreed point of origin to the designated final destination.

### **TRANSPORTATION CHARGES**

The Customer agrees to pay all of the following expenses:

- Ocean freight charges
- Inland transportation costs
- Port service fees
- Customs clearance fees
- Documentation expenses
- Storage fees
- Additional expenses incurred during transportation
- Expenses caused by delays resulting from natural disasters or war

The total transportation cost will be specified in the invoice issued by the Company.

### **PAYMENT TERMS**

The Customer must pay the invoice within fifteen (15) days from the invoice date.

If payment is not made within this period:

- Late payment penalties may apply
- Storage fees will accrue
- Legal debt recovery actions may be initiated

### **COMPANY'S LIEN RIGHTS AND RIGHT TO SELL**

The Customer acknowledges that the Company has a carrier's lien for all unpaid charges.

If payment is not made within fifteen (15) days, the Company shall have the right to:

- Hold the vehicle until full payment is received
- Apply additional storage charges

If payment remains unpaid for eighty (80) days or longer, the Company may, after providing written notice to the Customer, sell the vehicle or cargo through public auction or private sale in order to recover:

- Transportation charges
- Storage fees
- Administrative expenses
- Legal costs

Any remaining balance after deduction of all expenses will be refunded to the Customer.

## **CUSTOMER DECLARATION**

The Customer confirms that:

- They are the lawful owner or authorized representative of the vehicle
- The vehicle does not contain any illegal or prohibited items
- All submitted documents are accurate and valid

## **LIABILITY**

The Company shall exercise a high standard of care and diligence while transporting and storing the vehicle.

However, the Company shall not be liable for:

- Delays caused by weather conditions, port congestion, customs procedures, or government authorities
- Damages resulting from natural disasters, war, or circumstances beyond the Company's control
- Pre-existing damage present at the time of purchase

## **GOVERNING LAW**

This Agreement shall be governed by the laws of the United Arab Emirates.

Any disputes that cannot be resolved amicably between the Parties shall be settled in the courts of the UAE.

## **DIGITAL ACCEPTANCE**

If this Agreement is accepted through the Company's mobile application or website, the Customer agrees that:

- Clicking the "Accept & Continue" button constitutes a legally binding electronic signature
- By clicking "Accept & Continue," the Customer confirms that all provided information is accurate and legally valid
- The Customer confirms that they have read and accepted all terms and conditions

Failure to accept these terms will prevent continuation of the transportation order process.

# **PEM LINE SHIPPING LLC**



## ДОГОВОР ПЕРЕВОЗКИ ТРАНСПОРТНОГО СРЕДСТВА



SECURE  
SHIPMENT



SAFE & SECURE  
PAYMENTS



GLOBAL  
SHIPPING



VERIFIED  
COMPANY

### ПЛАТФОРМА АУКЦИОНОВ СООРАРТ УСЛОВИЯ ЧЛЕНСТВА И ИСПОЛЬЗОВАНИЯ

Мы обновили Политику конфиденциальности, вступающую в силу 19 мая 2025 года, чтобы соответствовать изменениям законодательства США о защите данных и нашей текущей бизнес-практике.

Чтобы продолжить использование сайта и услуг, нажмите «Принять».

Если вы не принимаете новые Условия членства и Политику конфиденциальности, нажмите «Отклонить».

### ВАЖНОЕ УВЕДОМЛЕНИЕ

Настоящие условия влияют на ваши юридические права в отношении Coorart.

Поэтому внимательно прочитайте все условия.

Регистрируясь как участник Coorart или делая ставку на аукционе Coorart, вы подтверждаете, что:

- полностью прочитали все условия;
- понимаете их;
- соглашаетесь с ними.

Coorart может изменять условия и политики. Обновления публикуются на сайте.

### АУКЦИОННАЯ СИСТЕМА

Автомобили продаются через интернет-аукцион.

Только зарегистрированные участники Basic и Premier могут участвовать в торгах.

Аукцион состоит из двух этапов:

#### ЭТАП 1 — ПРЕДВАРИТЕЛЬНЫЕ СТАВКИ

Открытый интернет-аукцион.

Пользователь вводит максимальную сумму, и система BID4U автоматически делает ставки.

Этот этап заканчивается до начала виртуального аукциона.

В этот период автомобили можно:

- смотреть онлайн;
- осматривать лично.

#### ЭТАП 2 — ВИРТУАЛЬНЫЙ АУКЦИОН

Онлайн-аукцион в реальном времени.

Участники делают ставки друг против друга.

Система BID4U продолжает ставку автоматически.

Если ставки прекращаются — начинается обратный отсчёт.

Если поступает новая ставка — таймер сбрасывается.

Coorart может продлить или перезапустить отсчёт.

## **ВИДЫ СТАВОК**

- Интернет-предварительные ставки
- Виртуальные ставки в реальном времени
- Закрытые ставки (без BID4U)
- Buy It Now (покупка сразу)
- Make an Offer (предложение цены, действует 2 дня)
- Live Auction (живой аукцион)

## **ТРЕТЬИ ЛИЦА**

Покупатели могут использовать посредников или брокеров.

Они:

- независимы от Coopart;
- работают по своим правилам.

Coopart не участвует в этих отношениях.

## **ВАЖНО**

Нельзя делать ставки на автомобиль, который вы сами продаёте.

## **I. ОТКАЗ ОТ ОТВЕТСТВЕННОСТИ А. СОСТОЯНИЕ АВТОМОБИЛЕЙ**

Все автомобили продаются «AS-IS WHERE-IS» (как есть и где есть).

Гарантии отсутствуют:

- качество;
- пригодность;
- работоспособность.

## **Что считается “Vehicle”**

- автомобили
- грузовики
- мотоциклы
- лодки
- техника
- прицепы
- кемперы
- другое имущество

Личные вещи внутри не входят в продажу.

## **Информация об автомобиле**

Coopart не гарантирует точность данных:

- год;
- модель;
- VIN;
- пробег;
- повреждения;
- документы.

## **Дополнительно**

- ключи могут отсутствовать;
- детали могут быть потеряны;
- авто может не соответствовать стандартам безопасности.

## **Состояние**

Автомобили могут быть:

- не на ходу;
- требующие ремонта.

Запрещено:

- ремонтировать;
- разбирать;
- снимать детали на территории Coopart.

## **В. ДОКУМЕНТЫ И РЕГИСТРАЦИЯ**

Coopart не гарантирует возможность регистрации автомобиля в любой стране.

## **С. ГОСУДАРСТВЕННЫЕ ДОКУМЕНТЫ**

Coopart не отвечает за ошибки или задержки госорганов.

## **D. NMVTIS**

Информация может передаваться в систему NMVTIS.

<https://vehiclehistory.bja.ojp.gov/>

## **Е. РАСКРЫТИЕ ИНФОРМАЦИИ**

Coopart может передавать данные:

- государственным органам;
- судам;
- полиции.

## **II. ПРАВИЛА ПРОДАЖ А. ОТКЛОНЕНИЕ СТАВОК**

Coopart может отклонять ставки.

Решение окончательное.

## **В. ОТМЕНА ПРОДАЖ**

Coopart может:

- отменить продажу;
- удалить автомобиль;
- перенести аукцион.

Средства могут быть возвращены.

## **С. ОДИНАКОВЫЕ СТАВКИ**

Виртуальные и живые ставки имеют приоритет.

## **D. BID4U**

Автоматическая система ставок.

Пользователь задаёт максимум, система торгуется сама.

Может купить дешевле максимума.

## **Е. МИНИМАЛЬНАЯ ЦЕНА**

Если ставка ниже минимума — продажа не состоится.

Продавец может одобрить ставку до следующего рабочего дня.

## **F. VIХ И ЗАКРЫТЫЕ ЛОТЫ**

- только фото онлайн;
- VID4U не работает;
- ставка не отменяется;
- победитель — первая ставка при равенстве.

## **G. ДОСТАВКА**

Coopart может отказать в выдаче авто.

## **H. СТАВКИ НЕ ОТМЕНЯЮТСЯ**

После подачи ставка окончательная.

## **I. РИСК**

После принятия ставки риск переходит покупателю.

Coopart не отвечает за:

- кражи;
- повреждения;
- стихийные бедствия.

## **ПОГРУЗКА**

Coopart не отвечает за безопасность погрузки.

## **OFF-SITE**

Если авто не забрали — хранение платное.

Через 30 дней авто может считаться брошенным.

## **III. МЕЖДУНАРОДНЫЕ ПРАВИЛА**

- соблюдение санкций США;
- экспортные законы;
- импортные правила;
- таможня — ответственность покупателя.

## **IV. ЧЛЕНСТВО**

- 18+;
- документы обязательны;
- возможна биометрия.

## **ТИПЫ АККАУНТОВ**

- Guest — просмотр
- Basic — базовый доступ
- Premier — расширенный доступ + депозит

## **БЕЗОПАСНОСТЬ**

Пользователь отвечает за аккаунт.

Пароли нельзя передавать.

## **F. ЗАКОНЫ**

Coopart может:

- блокировать аккаунт;
- замораживать средства;

- отменять сделки.

## **G. ШТРАФЫ**

Пользователь платит:

- штрафы;
- налоги;
- эвакуацию;
- сборы.

## **H. ПРАВИЛА ПЛОЩАДКИ**

Запрещено:

- забирать документы;
- использовать инструменты;
- нарушать безопасность.

## **I. ЗАПРЕТ НА КОНТАКТ**

Запрещено связываться с предыдущими владельцами.

## **J. ПРЕКРАЩЕНИЕ ЧЛЕНСТВА**

Coopart может закрыть аккаунт в любой момент.

## **K. ОТВЕТСТВЕННОСТЬ**

Coopart не несёт ответственности за:

- травмы;
- ущерб;
- убытки.

## **V. ПЛАТЕЖИ**

- все сборы обязательны;
- комиссии могут меняться;
- просрочка = штрафы.

## **НАЛОГИ**

Покупатель платит все налоги.

## **ХРАНЕНИЕ**

Если авто не забрали — платное хранение.

## **VI. ЗАКОН**

Споры решаются:

- по месту нахождения авто;
- либо в Техасе (Dallas County).

## **ЗАКЛЮЧЕНИЕ**

Это полный договор между Coopart и участником.

Никакие дополнительные обещания не действуют, если не указаны в документе.

## **ПЛАТФОРМА АУКЦИОНОВ IAA УСЛОВИЯ ИСПОЛЬЗОВАНИЯ**

Следующие условия и положения («Условия использования») представляют собой соглашение между вами и Insurance Auto Auctions (IAA) относительно использования веб-сайтов IAA (включая сайт [www.iaai.com](http://www.iaai.com)), программного обеспечения, приложений и всех услуг и контента, предоставляемых через них (далее — «Сервис»).

ПОЛЬЗУЯСЬ, ПРОСМАТРИВАЯ ИЛИ ПРИМЕНЯЯ СЕРВИС, ВЫ ПОДТВЕРЖДАЕТЕ, ЧТО ПРОЧИТАЛИ, ПОНЯЛИ И СОГЛАСИЛИСЬ С ЭТИМИ УСЛОВИЯМИ.

ЕСЛИ ВЫ НЕ СОГЛАСНЫ С ЭТИМИ УСЛОВИЯМИ, НЕ ИСПОЛЬЗУЙТЕ СЕРВИС И НЕМЕДЛЕННО ВЫЙДИТЕ.

IAA оставляет за собой право изменять Сервис и настоящие Условия использования в любое время. Любые изменения вступают в силу сразу после публикации. Продолжение использования означает согласие с изменениями. Рекомендуется регулярно проверять обновления.

Примечание: если вы зарегистрированный покупатель IAA, могут применяться дополнительные условия. См. «Buyer's Agreement» и «Auction Rules». Некоторые части сервиса могут содержать отдельные условия — в этом случае они имеют приоритет.

### **ПРАВА НА КОНТЕНТ, АВТОРСКИЕ ПРАВА И ТОВАРНЫЕ ЗНАКИ**

Весь контент сервиса, включая изображения, видео, текст, данные, графику, дизайн, логотипы, программное обеспечение и другие материалы («Контент Сервиса»), является собственностью IAA, её аффилированных лиц или лицензиаров и защищён законами США и международным правом.

Название «IAA», логотип IAA и другие знаки являются товарными знаками IAA или третьих лиц.

Их нельзя использовать без разрешения.

Никакие права или лицензии на авторские права или товарные знаки не предоставляются пользователю, кроме прямо указанных.

### **РЕГИСТРАЦИЯ**

Некоторые услуги требуют регистрации («Аккаунт»). При регистрации вам может быть выдан Login ID, пароль и Buyer Number.

Вы подтверждаете, что:

- вся информация точна и полная;
- вы не создаёте аккаунт от чужого имени;
- не пытаетесь использовать чужие данные.

IAA может заблокировать аккаунт при подозрении на недостоверные данные.

Вы обязаны хранить данные доступа в тайне. При подозрении на взлом сообщите на [cservice@iaa.com](mailto:cservice@iaa.com).

IAA не несёт ответственности за ущерб из-за утечки данных.

### **РАЗРЕШЁННОЕ ИСПОЛЬЗОВАНИЕ**

Вы можете использовать информацию только:

- для личных целей;
- без изменения;
- без публичного распространения без разрешения.

Запрещено:

- модифицировать контент;
- взламывать или анализировать код;
- нарушать работу сервиса;
- использовать боты или парсеры.

Также запрещено:

- нарушать работу других пользователей;
- пытаться получить несанкционированный доступ;

- предоставлять ложную информацию.

## **АУКЦИОННАЯ ИНФОРМАЦИЯ**

Данные аукционов («Auction Sales Data») можно использовать только для:

- оценки автомобилей;
- участия в сделках;
- участия в аукционах.

Запрещено:

- хранить;
- продавать;
- распространять;
- использовать для финансовых систем;
- создавать свои базы данных.

## **НЕЗАКОННОЕ ИСПОЛЬЗОВАНИЕ**

IAA может расследовать нарушения и принимать юридические меры.

Нарушителям могут ограничить доступ.

## **СТОРОННИЕ САЙТЫ**

IAA не несёт ответственности за внешние сайты.

## **КОНФИДЕНЦИАЛЬНОСТЬ**

Политика конфиденциальности является частью условий.

## **ПОЛЬЗОВАТЕЛЬСКИЙ КОНТЕНТ**

Вы можете загружать:

- комментарии;
- видео;
- данные.

Вы несёте ответственность за контент.

Вы даёте IAA бессрочную лицензию на использование вашего контента.

Запрещено загружать:

- нарушающий авторские права контент;
- угрозы;
- порнографию;
- вирусы;
- незаконные материалы.

## **ОТКАЗ ОТ ГАРАНТИЙ**

Сервис предоставляется «КАК ЕСТЬ».

IAA не гарантирует:

- отсутствие ошибок;
- точность данных;
- непрерывную работу.

IAA не несёт ответственности за:

- потерю прибыли;
- потерю данных;
- убытки.

## **ВОЗМЕЩЕНИЕ УЩЕРБА**

Вы обязаны компенсировать IAA ущерб из-за:

- нарушения правил;
- неправильного использования;
- загруженного контента.

## **ИЗМЕНЕНИЕ СЕРВИСА**

IAA может:

- изменять сервис;
- приостанавливать;
- прекращать работу.

## **ОГРАНИЧЕНИЕ ДОСТУПА**

IAA может заблокировать доступ без объяснения причин.

## **ЗАКОН И АРБИТРАЖ**

Применяется закон штата Иллинойс.

Все споры решаются через арбитраж в Cook County, Illinois.

Суды не используются.

## **ПРОЧИЕ УСЛОВИЯ**

Сервис предназначен в основном для США.

IAA не гарантирует доступность в других странах.

## **НАРУШЕНИЕ АВТОРСКИХ ПРАВ**

Для жалобы необходимо:

- подпись;
- описание нарушения;
- адрес контента;
- контактные данные;
- заявление о незаконности использования;
- подтверждение точности информации.

## **ТРАНСПОРТНАЯ ПРОГРАММА IAA**

### **Условия перевозки**

Применяются ко всем покупателям.

### **1. ПРАВО СОБСТВЕННОСТИ**

Покупатель подтверждает:

- он победитель аукциона;
- оплатил автомобиль;
- имеет право заключать договор.

### **2. ОБЩИЕ УСЛОВИЯ**

- условия обязательны;
- применяются ко всем услугам;
- при конфликте приоритет у этих условий;
- изменения возможны без уведомления;
- перевозка может выполняться сторонним перевозчиком.

### **3. ЦЕНЫ**

Цены включают налоги и сборы.

Дополнительные налоги оплачивает покупатель.

### **4. ОПЛАТА**

Оплата в течение 5 дней.

Штраф:

- \$50 за автомобиль или
- 2% стоимости.

### **5. СРОКИ**

Даты доставки не гарантируются.

### **6. ДОСТАВКА**

Покупатель обязан принять автомобиль.

Разгрузка — ответственность покупателя.

### **7. МАРШРУТ**

Перевозчик выбирает маршрут самостоятельно.

### **8. ДОСТАВКА ДО ДВЕРИ**

Доставка максимально близко к адресу.

### **9. КОНТАКТЫ**

IAA использует данные, предоставленные покупателем.

### **10. ОТМЕНА**

Отмена через email.

Штраф:

- \$150 до 1000 миль;
- \$250 более 1000 миль.

### **11. ПРЕКРАЩЕНИЕ**

IAA может прекратить договор в любое время.

### **12. ОТВЕТСТВЕННОСТЬ**

IAA не отвечает за:

- личные вещи;
- коррозию;
- повреждения;
- форс-мажор.

### **13. ОПЛАТА И ОТВЕТСТВЕННОСТЬ**

Покупатель несёт все расходы.

### **14. ЗАЛОГ**

IAA может удерживать автомобиль при неуплате.

### **15. ОГРАНИЧЕНИЕ ОТВЕТСТВЕННОСТИ**

Максимум компенсации:

- \$500 за перевозку.

## **16. ХРАНЕНИЕ**

Если авто не забрали — могут продать через 30 дней.

## **17. ДОКУМЕНТЫ**

IAA предоставляет документы по запросу.

## **18. КОНОСАМЕНТ**

Все перевозки регулируются официальным документом.

## **19. МОРСКАЯ ПЕРЕВОЗКА**

IAA оформляет экспорт.

## **20. ТАМОЖНЯ**

IAA действует как агент.

## **21. ЭКСПОРТНЫЙ КОНТРОЛЬ**

Покупатель несёт ответственность за точность данных.

## **22. ПОВРЕЖДЕНИЯ**

Ответственность перевозчика.

## **23. ЗАЯВКИ НА УЩЕРБ**

Сообщить в течение 48 часов.

## **24. ДОПОЛНИТЕЛЬНЫЕ УСЛОВИЯ**

- Покупатель соглашается возмещать IAA убытки по искам третьих лиц.
- Все уведомления должны предоставляться в письменной форме.
- Конфиденциальная информация должна быть защищена.
- Временное неприменение какого-либо права не означает отказ от этого права.
- Обязательства, возникшие до прекращения договора, остаются действительными после его прекращения.
- Настоящее соглашение регулируется законами штата Иллинойс.
- Споры сначала подлежат разрешению через арбитраж.
- Стороны являются независимыми подрядчиками.
- Если какой-либо пункт станет недействительным, остальные пункты остаются в силе.
- Покупатель не может передавать (уступать) это соглашение без письменного согласия IAA.
- IAA не несёт ответственности за форс-мажорные обстоятельства, такие как стихийные бедствия, война или непредвиденные события.
- Покупатель обязан соблюдать все антикоррупционные законы.
- Сделки с лицами, находящимися под санкциями OFAC или связанными с терроризмом, запрещены.
- Покупатель обязан заполнить и предоставить все необходимые документы в течение 24 часов.
- Покупатель не имеет права зачитывать неоплаченные требования против транспортных расходов.

## **УСЛОВИЯ И ПОЛОЖЕНИЯ ДЛЯ АВТОМОБИЛЕЙ, КУПЛЕННЫХ ЧЕРЕЗ АУКЦИОННЫЙ СЧЁТ КОМПАНИИ В США**

- Курс обмена USD в AED для оплаты автомобилей фиксирован: 1 USD = 3.67 AED. Дополнительная комиссия за банковский перевод не взимается. Скрытые платежи отсутствуют. Однако оплата должна быть завершена в течение 48 часов с момента покупки.
- После полной оплаты автомобиль будет вывезен в течение 3 рабочих дней, не включая день оплаты.
- Стоимость эвакуации и доставки рассчитывается исходя из даты покупки автомобиля.
- Дополнительно взимается \$150 за автомобили класса SUV. (Список SUV предоставляется отдельно.)
- Все автомобили, купленные в штатах брокеров (AL, MI, OH, WI), облагаются дополнительной комиссией \$75–\$100 за автомобиль.
- Компания не несёт ответственности за автомобили, которые невозможно транспортировать, или имеющие проблемы с документами. Существует отдельный список ограничений по титулу.
- Если в объявлении указано «Key Yes», но ключ отсутствует при заборе, компания ответственности не несёт. Клиент будет уведомлён после получения автомобиля.
- Автомобили с удалённых площадок (sublots / offsite) облагаются дополнительной комиссией \$75–\$150.
- Гибридные и электрические автомобили (HYBRID / EV) облагаются дополнительной комиссией \$300.
- Компания несёт ответственность за повреждения, возникшие с момента забора автомобиля в США до конечного пункта доставки. Однако компания не отвечает за повреждения, существовавшие ранее на аукционе, или отсутствующие детали. Клиент обязан проверить фотографии автомобиля в день прибытия на склад в США. О любых повреждениях необходимо сообщить в течение 24 часов. Иначе претензии не принимаются.
- В случае повреждений компания компенсирует только ремонт по рыночным ценам.
- Предполагаемое время прибытия (ETA) может изменяться из-за судоходных линий и операционных изменений.
- Компания не несёт ответственности за автомобили, покинувшие аукцион без выхлопной системы, однако будет предпринимать разумные меры.
- Согласно законодательству ОАЭ, взимается \$50 за документацию для автомобилей стоимостью свыше 10,000 AED. Дополнительно \$25 за сертификат происхождения (Certificate of Origin).
- Компания не несёт ответственности за таможенные проверки США или ОАЭ и любые государственные инспекции.
- Услуги предоставляются на английском, испанском, русском, персидском и туркменском языках.

### **ЭКСПОРТНЫЕ УСЛУГИ В НАЗНАЧЕННЫЙ ПУНКТ**

Компания обязуется предоставить транспортные и логистические услуги для автомобилей, купленных через её аукционные аккаунты, от согласованного пункта отправления до конечного пункта назначения.

### **ТРАНСПОРТНЫЕ РАСХОДЫ**

Клиент оплачивает все расходы:

- морской фрахт
- внутренняя перевозка
- портовые сборы
- таможенное оформление
- документы

- хранение
- дополнительные расходы
- расходы из-за задержек (война, стихийные бедствия)

Общая стоимость указывается в счёте.

## **УСЛОВИЯ ОПЛАТЫ**

Оплата должна быть произведена в течение 15 дней с даты счёта.

При просрочке:

- начисляются штрафы
- начисляется хранение
- возможны юридические меры взыскания

## **ПРАВО УДЕРЖАНИЯ И ПРОДАЖИ**

Компания имеет право удерживать автомобиль до полной оплаты.

Если оплата не произведена в течение 80 дней, компания может:

- продать автомобиль через аукцион или частно
- покрыть расходы (доставка, хранение, юридические услуги)

Остаток средств возвращается клиенту.

## **ЗАЯВЛЕНИЕ КЛИЕНТА**

Клиент подтверждает, что:

- он является владельцем или уполномоченным лицом
- автомобиль не содержит запрещённых предметов
- документы достоверны

## **ОТВЕТСТВЕННОСТЬ**

Компания обязуется соблюдать осторожность при перевозке и хранении.

Но не несёт ответственности за:

- задержки (погода, порты, таможня)
- форс-мажор (война, стихийные бедствия)
- уже существующие повреждения

## **ПРИМЕНИМОЕ ПРАВО**

Применяется законодательство ОАЭ.

Споры решаются в судах ОАЭ.

## **ЭЛЕКТРОННОЕ ПРИНЯТИЕ**

Если договор принят через сайт или приложение:

- нажатие «Assert & Continue» считается электронной подписью
- клиент подтверждает правильность данных
- клиент подтверждает согласие с условиями

Если не принять условия — процесс заказа транспорта невозможен.

**PEM LINE SHIPPING LLC**



## AWTOULAG DAŞAMA ŞERTNAMASY



SECURE  
SHIPMENT



SAFE & SECURE  
PAYMENTS



GLOBAL  
SHIPPING



VERIFIED  
COMPANY

### COOPART AUKSION PLATFORMASYNYŇ AGZALYK ŞERTLERI WE DÜZGÜNLERI

Biz 2025-nji ýylyň 19-njy maýyndan güýje girýän Gizlinlik Syýasatymyzy ABŞ-nyň maglumat goragy baradaky kanunlarynyň täzelenmeleri we häzirkä iş tejribämize laýyk getirmek maksady bilen täzeledik. Web sahypamyzy we hyzmatlarymyzy ulanmagy dowam etdirmek üçin “Accept” düwmesine basyň. Eger täze Agzalyk Şertlerini we Gizlinlik Syýasatyny kabul etmeýän bolsaňyz, “Decline” düwmesine basyň we web sahypasyna girip bilmersiňiz.

#### MÖHÜM DUÝDURYŞ

Bu şertler Coopart bilen baglanyşykly kanuny hukuklaryňyza täsir edýär.

Şonuň üçin ähli şertleri üns bilen okaň.

Coopart agzasy hökmünde hasaba alnyp ýa-da Coopart auksionynda baha goýmak bilen, siz:

- ähli şertleri doly okandygyňyzy
- düşündiňizi
- ähli düzgünleri kabul edýändigizi

kepillendirýärsiňiz.

Coopart wagtal-wagtal bu şertleri we degişli syýasatlary üýtgedip biler. Şeýle ýagdaýda täze görnüş web sahypasyna ýerleşdiriler we möhüm üýtgeşmeler barada habar berler.

#### AUKSION ULGAMY

Coopart web sahypalarynda satuwa çykarylan ulaglar internet esasly auksion ulgamy arkaly satylýar.

Diňe hasaba alnan we işjeň Basic hem-de Premier agzalar ulaglara baha goýup biler.

Coopart auksion ulgamy iki basgançakdan ybarat:

#### 1-NJI BASGANÇAK – DESLAPKY BAHHA GOÝMAK

Bu açyk görnüşli internet söwdasydyr.

Agzalar internet arkaly ulaglara baha goýup bilerler.

Ulanýjy ulag üçin tölemäge taýýar iň ýokary bahasyny girizýär, BID4U ulgamy bolsa onuň adyndan awtomatiki baha goýýar.

Deslapky baha goýmak döwri Virtual Sale başlamazdan öň tamamlanýar.

Bu döwürde agzalar ulaglary:

- internet arkaly
- ýa-da Coopart merkezinde şahsy görüp bilerler.

#### 2-NJI BASGANÇAK – VIRTUAL SALE

Bu diňe internet arkaly geçirilýän göni wirtual auksiondyr.

Agzalar real wagtda biri-birine garşy baha goýýarlar.

BID4U ulgamy öňki ýokary bahany awtomatiki dowam etdirýär.  
Baha goýmak togtanda countdown başlanýar.  
Eger täze baha girizilse, countdown täzedan başlaýar.  
Coopart öz ygtyýary boýunça countdown-y uzaldyp ýa-da täzedan başlap biler.

## **BAHA GOÝMAGYŇ GÖRNÜŞLERI**

### **Internet Preliminary Bidding**

Agzalar internet arkaly öňünden baha goýýarlar.

### **Virtual Bidding**

Agzalar göni wagtda internet arkaly gatnaşýarlar.

### **Sealed Bidding**

Ýapyk görnüşli baha goýma ulgamy.

Bu ýerde BID4U işlemeýär.

### **Buy It Now**

Käbir ulaglary görkezilen baha boýunça derrew satyn alyp bolýar.

### **Make an Offer**

Agza ulag üçin öz teklibini iberip biler.

Teklip 2 iş gününüň dowamynda güýjünde bolýar.

### **Live Auction Bidding**

Göni fiziki aukcion görnüşü.

Internet we göni aukcion bir wagtda alnyp barylýar.

## **ÜÇÜNJI TARAP SATYN ALYJYLARY**

Müşderiler Coopart ulgamy arkaly ulag satyn almak üçin garaşsyz brokerleri, halkara operatorlaryny ýa-da resellerleri ulanyp bilerler.

Bu üçünji taraplar (“Third Party Purchaser”):

- Coopart-dan garaşsyzdyr
- öz şertleri boýunça işleýär
- öz müşderilerine ulag satýar

Coopart bu gatnaşyklaryň hiç bir tarapy däldir.

Şonuň üçin ulanyjylar olaryň:

- şertlerini
- hyzmatlaryny
- töleg düzgünlerini

üns bilen barlamalydyr.

## **MÖHÜM BELLIK**

Agza öz satýan ulagyna baha goýup bilmez.

## **I. JOGAPKÄRÇILIKDEN BOŞADYŞLAR**

### **A. ULAGYŇ ÝAGDAÝY WE TARYHY BOÝUNÇA DUÝDURYŞ**

Ulanýlýan kanun başgaça talap etmese, Coopart arkaly satýlýan ähli ulaglar:

“AS-IS WHERE-IS”

ýagny “bar ýagdaýynda we bar ýerinde” görnüşinde satýlýar.

Hiç hili:

- kepillik
- hil kepilligi
- söwda laýyklygy
- belli bir maksat üçin laýyklyk berilmeýär.

## “ULAG” DÜŞÜNJESI

“Ulag” diýen düşünje aşakdakylary öz içine alýar:

- awtoulaglar
- ýük ulaglary
- motosikller
- gaýyklar
- jet ski
- senagat enjamlary
- trailerler
- RV ulaglary
- beýleki harytlar

Emma ulagyň içinde bolup biljek şahsy zatlar ýa-da ýükler ulagyň bir bölegi hasaplanmaýar. Şol zatlary almak ýa-da ýok etmek satyn alyjynyň jogapkärçiligidir.

## ULAG MAGLUMATLARY BOÝUNÇA DUÝDURÝŞ

Coopart we satyjylar ulag baradaky maglumatlaryň takyklygyna ýa-da dolulygyna kepil geçmeýärler. Bu maglumatlar diňe amatlylyk üçin berilýär.

Şol maglumatlara şular girýär:

- ýyly
- markasy
- modeli
- ýagdaýy
- VIN belgisi
- zeper taryhy
- odometr maglumatlary
- title maglumatlary
- abatlaýyş çykdaýlary
- total loss taryhy

we beýlekiler.

Agzalar ulag barada özbaşdak:

- barlag
- gözden geçiriş
- derňew

geçirmelidirler.

## GOŞMAÇA ŞERTLER

- Açarlaryň bardygy kepillendirilmeýär
- VIN plitalarynyň doly bolmagy kepillendirilmeýär
- Käbir şaýlar ýetmezçilik edip biler
- Ulaglaryň ýerli ekologik ýa-da howpsuzlyk standartlaryna laýyk gelmegi kepillendirilmeýär

## ULAGLARYŇ ÝAGDAÝY

Coopart ulaglary:

- ýol üçin taýýar
- mehaniki taýdan saz
- ýokary hilli ýagdaýda diýip görkezilmeýär.

Käbir ulaglar ulanmaga taýýar bolman biler we uly abatlaýyş çykdaýlaryny talap edip biler.

Coopart merkezlerinde:

- abatlamak

- sökmek
- şaýlaryny aýyrmak gadagandyr

Satyn alyjy ulaglary Coopart merkezinden kanuny we howpsuz ýagdaýda çykarmalydyr.

## **B. DUÝDURYŞ — HASABA ALYŞ WE REGISTRASIÝA KANUNLARY**

Coopart hiç bir ulagyň islendik şatda ýa-da ýurtda kanuny taýdan registrasiýa edilip bilinjekdigine kepil geçmeýär.

Agza dürli şatlaryň, welaýatlaryň we ýurtlaryň:

- title kanunlary
- registrasiýa düzgünleri

arasyndaky tapawutlar sebäpli ulagyň bazardaky bahasyna ýa-da gaýtadan satylyşyna täsir edip biljek ähli töwekgelçilikleri kabul edýär.

Mysal üçin:

Agza tarapyndan “A” şatynda “clean title” bilen kanuny satyn alnan ulag, “B” şatynda gaýtadan satylanda “salvage title” bilen satylmaly bolup biler.

## **C. DMV / MVD / DOR RESMINAMALARY BOÝUNÇA DUÝDURYŞ**

Coopart aşakdaky ýagdaýlar üçin jogapkärçilik çekmeýär:

1. Coopart tarapyndan işlenilmedik motor ulag departamentiniň ýa-da salgyt edaralarynyň resminamalaryndaky kemçilikler, ýalňyşlyklar, ýetmezçilikler ýa-da gijikmeler
2. Döwlet edaralary tarapyndan goýberilen ýalňyşlyklar ýa-da gijikmeler

## **D. NMVTIS BOÝUNÇA DUÝDURYŞ**

Coopart-da satuwa çykarylan ulaglar National Motor Vehicle Title Information System (“NMVTIS”) ulgamyna girizilen bolup biler.

Mundan başga-da, Coopart arkaly satyn alnan ulaglaryň söwda maglumatlary Coopart-nyň kararyna görä NMVTIS ulgamyna iberilip bilner.

Her bir Agza NMVTIS ulgamyna maglumat girizilmegi bilen baglanyşykly ähli töwekgelçilikleri kabul edýär.

Käbir ulaglary satyn alan agzalar NMVTIS hasabat talaplaryna degişli bolup biler.

Has giňişleýin maglumat üçin:

<https://vehiclehistory.bja.ojp.gov/>

## **E. AGZA MAGLUMATLARYNYŇ AÇYKLANYLMAGY**

Her bir Agza Coopart-nyň zerur ýagdaýlarda we degişli kanunlara laýyklykda:

- Agzalar baradaky maglumatlary
- Agzalaryň geçiren söwdalary baradaky maglumatlary

öňünden habar bermezden döwlet edaralaryna, gözegçilik guramalaryna ýa-da kazyýet işlerine hödürläp biljekdigini kabul edýär.

Şeýle hem Coopart:

- bikanun hereketleriň öňüni almak
- derňew geçirmek
- düzgün bozmalary anyklamak

maksady bilen hukuk goraýjy edaralara maglumat berip biler.

## **II. SATUW DÜZGÜNLERI**

### **A. BAHA GOÝMANY RET ETMEK**

Coopart ştat kanunlaryna laýyklykda islendik bahany ret etmek ýa-da ýatyrnak hukugyny özünde saklaýar. Bahalar boýunça jedel ýüze çykan ýagdaýynda soňky karary diňe Coopart berýär.

Agzalar Coopart-y şeýle jedeller bilen bagly ähli jogapkärçiliklerden goramaga razy bolýarlar.

## **B. SATUWYŇ ÝATYRYLMAGY**

Coopart öz ygtyýary boýunça:

- satuwy yza süýşürüp biler
- ýatyryp biler
- ulagy satuwdan çykaryp biler

Bu ýagdaýlar sebäpli Coopart agzalaryň önünde jogapkärçilik çekmeýär.

Şeýle hem Coopart:

- galplygyň önüni almak
- bikanun hereketleriň önüni almak
- ulag maglumatlarynda möhüm ýalňyşlygyň bardygyny çaklamak

ýagdaýlarynda satuwy ýatyryp ýa-da yzyna gaýtaryp biler.

Eger töleg geçirilenden soň satuw ýatyrylsa, pul öňki töleg görnüşine gaýtarylar ýa-da agzanyň hasabyna geçirilip bilner.

## **C. DEŇ BAHALAR DÜZGÜNI**

Virtual Bids we Live Auction Bids deň bolan ýagdaýynda Preliminary Bids-den ileri tutulýar.

## **D. BID4U (SIZIŇ ÝERIŇIZW BAHA GOÝMAK)**

BID4U ulgamy baha goýmagy ýeňilleşdirmek üçin ulanylýar.

Ulanyjy diňe tölemäge taýýar iň ýokary bahasyny girizýär, BID4U bolsa onuň adyndan awtomatiki baha goýýar.

BID4U diňe häzirki bahadan bir ädim ýokary baha goýýar.

Şeýlelikde ulagyň iň ýokary bahadan arzan satyn alnyp bilinmegi mümkin.

Eger başga bir ulanyjy has ýokary maksimum baha goýsa, size email arkaly habar berilýär.

BID4U VIX ulaglarynda işlemeýär.

## **E. MINIMAL BAHA, APPROVAL WE COUNTER BIDDING**

Eger satyjy ulag üçin:

- “Bid to Be Approved”
- “On Approval”
- ýa-da minimal baha

goýsa we ýokary baha şol minimumdan pes bolsa, ulag satylmaýar.

Satyjy indiki iş gününüň agşam 7:45-ine çenli (Pacific Time) bahany kabul edip biler.

Counter Bidding satyja auksiondan soň garşy baha teklip etmäge mümkinçilik berýär.

Agzanyň ýokary bahasy satyjynyň kabul etmegi üçin açyk teklip bolup galýar.

## **F. VIX WE SEALED BID REPO ULAGLARY**

Bu ulaglar henizem satyjynyň elinde bolýar.

Olary diňe internetdäki suratlar arkaly görmek bolýar.

BID4U bu ýerde ulanylmaýar.

Deň baha ýagdaýynda ilkinji gelen baha ýeňiji bolýar.

Bir gezek girizilen baha diňe ýokarlandyrylyp bilner, ýöne peseldilip ýa-da yzyna alnyp bilinmez.

Coopart satyjynyň kararyny 3 iş gününüň dowamynda habar berýär.

Eger baha kabul edilse, Agza ulagy satyn almaga borçly bolýar.

Eger Coopart ulagyň taýyndygyny 45 günden soň habar berse, Agza:

1. satuwy ýatyryp biler  
ýa-da
2. ulagy kabul edip biler

## **G. ULAGYŇ WE TITLE-YŇ BERILMEGI**

Coopart islendik sebäbe görä ulagyň ýa-da title-nyň berilmegini ret edip biler.

## **H. GIRIZILEN BAHALAR**

Bir gezek girizilen baha:

- yzyna alnyp bilinmez
- pozulyp bilinmez
- ýatyrylyp bilinmez

## **I. ÝITGI TÖWEKGELÇILIGI**

Agza onuň bahasy kabul edilen pursatyndan başlap ulag bilen bagly ähli töwekgelçiligi öz üstüne alýar.

Coopart diňe ulag öz meýdançasynnda duran wagty wagtlaýyn saklaýjy hökmünde çykyş edýär.

Coopart aşakdaky ýagdaýlar üçin jogapkärçilik çekmeýär:

- ogurlyk
- wandalizm
- tebigy hadysalar
- adaty operasiýa işleri sebäpli ýüze çykan zeperler

Coopart diňe göni bilkastlaýyn ýa-da agyr seresapsyzlyk sebäpli ýüze çykan zeperler üçin jogapkär bolup biler.

Ulag Coopart meýdançasynnda çykarylandan soň ähli ýagdaýynnda kabul edilen hasaplanýar.

## **ULAGY ÝÜKLEMEK WE DAŞAMAK**

Agza ulagyň howpsuz daşalmagy üçin ähli kanunlary ýerine ýetirmäge borçludur.

Coopart işgärleri ulag ýüklemäge kömek edip bilerler, emma:

- howpsuz ýükleniş
- dogry berkidiliş

üçin jogapkärçilik çekmeýärler.

## **MEÝDANÇADAN DAŞARY SÖWDALAR**

Meýdançadan daşary söwdalar üçin ulaglary görkezilen ýerde alnyp bilner.

6 günüň dowamynda alnyp gidilmese, Coopart ulagy başga meýdança geçirip biler.

Şonda:

- tow çykdaýlary
- goşmaça saklama tölegleri

Agzanyň üstüne düşýär.

30 günden soň ulag taşlanan hasap edilip biler.

## **K. ULAGLARYŇ WAGTYNDA ALNYP GIDILMEGI**

Satyn alnan ulaglar wagtynda alnyp gidilmese:

- ýapyk saklama meýdançasyna geçirilýär
- goşmaça gate fee we storage fee ulanylýar

## **III. HALKARA SÖWDA KANUNLARY**

### **A. SANKSIÝA TALAPLARY**

Agza ABŞ-nyň ykdysady we maliýe sanksiyä kanunlaryna boýun bolmaga borçlanýar.

Agza özüni:

- sanksiyä sanawlarynda ýok
- sanksiyä astyndaky ýurtlarda ýerleşmeýän
- sanksiyaly taraplaryň gözegçiliginde däl

diýip tassyklaýar.

Agza sanksiyaly taraplaryň adyndan Coopart ulaglaryny satyn alyp bilmez.

## **B. EKSPORT TALAPLARY**

Agza ABŞ-nyň eksport kanunlaryna boýun bolmaga borçlanýar.

Bu:

- eksport
- re-eksport
- daşama
- başga ýurda geçirmek

ýaly ähli hereketleri öz içine alýar.

Agza eksport taýdan çäklendirilen tarap dældigini tassyklaýar.

## **C. ROUTED EXPORT TRANSACTIONS**

Eger Agza ABŞ-dan daşarda ýerleşýän kompaniýa bolsa, eksport amallary üçin ygtyýarly agent bellemegi zerurdyr.

Coopart diňe käbir ýagdaýlarda USPPI hökmünde görkezilip bilner.

## **D. IMPORT TALAPLARY**

Agza import boýunça ähli jogapkärçiligi öz üstüne alýar:

- resminamalar
- salgytlar
- gümrük tölegleri
- ekologik talaplar

we beýleki ähli import düzgünleri.

## **E. HALKARA SHIPPING PROGRAMMASY**

Coopart halkara freight forwarder kompaniýalary arkaly daşama hyzmatlaryna ugrukdyrma programmasyny hödürleýär.

Agza bu hyzmatlary ulananda ähli eksport düzgünlerine boýun bolýar.

## **IV. AGZALAR**

### **A. AGZA BOLMAK ŞERTLERI**

Coopart agzasy bolmak üçin azyndan 18 ýaş bolmaly.

Şeýle hem:

- şahsy maglumatlar
- döwlet tarapyndan berlen ID
- biznes resminamalary

tabşyrylmalydyr.

Coopart islendik agzalyk ýüz tutmasyny ret edip biler.

### **BIOMETRIK MAGLUMATLAR**

Coopart ýüz tanama maglumatlaryny ýygnap we işläp biler.

Bu maglumatlar:

- şahsyýeti tassyklamak
- galplygyň önüni almak

üçin ulanylýar.

Maglumatlar 3 ýyldan köp saklanmaýar.

Agza bu maglumatlaryň ýygnalmagyna we ulanylmagyna razy bolýar.

## **B. AGZA GÖRNÜŞLERI**

### **Registered Guests**

Diňe gözläp bilerler. Baha goýup ýa-da satyn alyp bilmeýärler.

### **Basic Members**

ID we degişli resminamalar bermeli hem-de agzalyk tölegini tölemeli.

### **Premier Members**

Has giň mümkinçiliklere eýe bolup, depozit tölemeli.

Agzalyk her ýyl täzelenmelidir.

## **C. AUTHORIZED BIDDERS**

Premier business agzalary 3 adama çenli baha goýmak ygtyýaryny berip biler.

## **D. VISITORS**

16 ýaşdan uly myhmanlar Basic ýa-da Premier agzalar bilen bile girip bilerler.

## **E. PASSWORD WE HOWPSUZLYK**

Agza ähli account işjeňligi üçin jogapkärdir.

Password başga biri bilen paýlaşylmaly däldir.

Coopart başga adamlara login maglumatlaryny beren ýagdaýynda accounty wagtlaýyn ýa-da doly bloklap biler.

## **HASAP IŞJEŇLIGI**

Siz üçünji tarap tarapyndan öndürilen programma üpjünçiligini ulanmaga razy bolýarsyňyz, şol sanda Coopart tarapyndan ulanylýan maglumat howpsuzlygy protokollaryna laýyk gelýän “browser” programmalary hem muňa girýär.

Coopart başgaça habar bermedik ýagdaýynda, siz:

- Secure Socket Layer (SSL) protokolyny ýa-da
- Coopart tarapyndan kabul edilen beýleki howpsuzlyk protokollaryny

goldaýan programma üpjünçiligini ulanmagy we Coopart-nyň ulgama giriş düzgünlerine eýermegi kabul edýärsiňiz.

Siz aşakdakylary kabul edýärsiňiz:

- Coopart programma üpjünçiliginiň täzelenmeleri, düzedişleri ýa-da gowulandyrmalary barada size habar bermäge borçly däldir;
- Coopart tarapyndan dolandyrylmaýan kompýuter torlary ýa-da telekommunikasiýa ulgamlary arkaly iberilýän maglumatlaryň howpsuzlygynyň bozulmagy üçin Coopart jogapkärçilik çekmeýär.

Şeýle hem siz, Coopart tarapyndan ähli degişli howpsuzlyk çäreleri görüldigine garamazdan, internet ýa-da beýleki elektron aragatnaşyk serişdeleri arkaly geçirilýän maglumatlaryň rugsatsyz üçünji taraplar tarapyndan alnyp bilinjekdigini kabul edýärsiňiz.

## **F. KANUNLARY ÝERINE ÝETIRMEK**

Agzalar Coopart hyzmatlaryny ulananda we ulag satyn alanda ähli degişli:

- kanunlary,
- düzgünnamalary,
- döwlet talaplaryny

ýerine ýetirmäge borçludylar.

Bu aýratynlykda aşakdakylary öz içine alýar:

- ulag daşamak,
- eksport etmek,
- saklamak,

- başga adama geçirmek,
- gaýtadan satmak,
- sökmek,
- title üýtgetmek.

Coopart öz ygtyýary boýunça wagtlaýyn ýa-da hemişelik ýagdaýda:

- agza hasabyny çäklendirip,
- togtadyp,
- ýatyryp,
- tölegleri saklap,
- bahalary ýa-da satuw amallaryny doňduryp biler,

eger Coopart agzanyň ýa-da onuň ygtyýarly ulanyjysynyň:

- Coopart düzgünlerini,
- degişli kanunlary,
- döwlet düzgünnamalaryny,
- kazyýet kararlaryny

bozandygyny çaklasa.

## **G. ULAG JERIMELERI**

Agzanyň Coopart arkaly satyn alan ulaglary bilen baglanyşykly ähli:

- jerimeler,
- salgyt talaplary,
- tölegler,
- impound çykdaýylary,
- parking jerimeleri,
- toll road jerimeleri

dolulygyna Agzanyň jogapkärçiligindedir.

Agza Coopart-y şeýle çykdaýylardan doly goramaga razy bolýar.

Coopart şeýle resminamalary işlemek üçin her ýagdaý boýunça \$75 processing fee alyp biler.

Şeýle hem Coopart:

- jerimeleri Agzanyň adyndan töläp,
- şol mukdaryň 150%-ine çenli goşmaça töleg alyp,
- Agzanyň hasabyndan ýa-da bank kartasyndan çykaryp biler.

Jerimeleri wagtynda tölemeçlik Agzanyň satyn alyş hukuklarynyň wagtlaýyn ýa-da doly ýatyrylmagyna sebäp bolup biler.

## **H. COOPART MEÝDANÇA DÜZGÜNLERI**

Agzalar, olaryň wekilleri we myhmanlary Coopart meýdançalaryndaky ähli düzgünlere boýun bolmalydyrlar.

Ulagyň içindäki:

- konwertler,
- resminamalar,
- beýleki zatlar

alnyp gidilmeli däldir. Şeýle ýagdaýlar Coopart-a habar berilmelidir.

Ulag ogurlan ýa-da zeper ýetirilen ýagdaýynda degişli adamlar tussag edilip kanuny jogapkärçilige çekiler.

Bu ulagyň içindäki zatlara ýa-da açarlara ýetirilen zyýanlary hem öz içine alýar.

Coopart meýdançasynynda ulag ogurlygyny ýa-da zeper ýetirilmegini anyklamaga kömek eden maglumat üçin \$100 sylag berilýär.

Agzalar we myhmanlar:

- elektrik haýatlyryna golaýlaşmaly däldirler;
- gurallary, şol sanda diagnostika enjamlaryny ýa-da jump box enjamlaryny meýdança getirmeli däldirler.

## **I. ÖŇKI EÝELER WE SÜRÜJILER BILEN HABARLAŞMAGA DÜZGÜN**

Agza Coopart-da görkezilen ýa-da satyn alnan ulagyň öňki:

- eýesi,
- registrasiýa edilen adamy,
- ätiýaçlandyrylan şahsy,
- sürüjisi

bilen habarlaşmaly ýa-da habarlaşmaga synanyşmaly dälendir.

Munuň üçin maglumat nireden alnandygynyň ähmiýeti ýok.

Diňe şu ýagdaýlarda rugsat berilýär:

1. kanun boýunça talap edilse;
2. howpsuzlyk ýa-da recall maglumatlary üçin;
3. Coopart tarapyndan resmi rugsat berlen ýagdaýlarda.

Düzgün bozulan ýagdaýynda:

- agza hasaby bloklanyp,
- bahalar ýatyrylyp,
- satuwlar bes edilip bilner.

## **J. AGZALYGYŇ ÝATYRYLMAGY**

Coopart öz ygtyýary boýunça:

- agza hasabyny çäklendirip,
- togtadyp,
- doly ýatyryp biler.

Coopart düzgünlerini ýa-da degişli kanunlary bozan şahslar täze agza hasaby döredip bilmezler.

## **K. JOGAPKÄRÇILIKDEN BOŞATMA WE GARŞYLYK ÖWENJI**

Agzalar we olaryň myhmanlary Coopart-yň:

- ýolbaşçylary,
- işgärleri,
- wekilleri,
- hyzmatdaşlary,
- filiallary,
- ulag satyjylary

garşysynda ýüze çykyp biljek ähli talaplardan ýüz öwürýärler.

Bu aýratynlykda aşakdaky ýagdaýlary öz içine alýar:

- beden şikesleri,
- emläk zyýany,
- başga ýitgiler.

Agzalar Coopart-y ähli çykdajylardan we talaplardan goramaga razy bolýarlar.

Coopart hiç bir ýagdaýda aşakdakylar üçin jogapkärçilik çekmeýär:

- aýratyn zyýanlar,
- garaşylmadyk ýitgiler,
- girdeji ýitgileri,
- ulagyň ulanylmagy ýa-da ulanylyp bilinmezligi sebäpli ýüze çykan çykdajylar.

## **WEB SAÝTLARY BOÝUNÇA DUÝDURYŞ**

Coopart web saýtlaryndaky:

- tekstler,
- suratlar,
- grafikalar,
- programmalar,

- maglumatlar ygtybarly hasap edilse-de, olarda ýalňyşlyklar bolup biler.

Coopart maglumatlaryň:

- takyklygyna,
- dolulygyna,
- ygtybarlylygyna,
- wagtynda täzelenmegine

kepil geçmeýär.

Coopart saýtlaryndaky maglumatlar önünden habar berilmezden üýtgedilip bilner.

## **PROGRAMMA WE SERVERLER BOÝUNÇA GARANTIÝA ÝOK**

COOPART WEB SAÝTLARYNYŇ ÝALŇYŞSYZ IŞLEJEKDIGINE ÝA-DA SERVERLERINDE:

- wiruslaryň,
- zyýanly programmalaryň

ýokdugyna kepil geçmeýär.

Eger saýty ulanmak sebäpli:

- enjamlary bejertmek,
- maglumatlary dikeltmek,
- ulgamy çalyşmak

zerurlygy ýüze çyksa, Coopart bu çykdaýylar üçin jogapkärçilik çekmeýär.

Saýt “AS IS” görnüşinde, ýagny bar ýagdaýynda hödürlenýär.

## **L. MARKETING WE MAHABAT MAGLUMATLARY**

Agzalar Coopart-dan:

- email,
- SMS,
- mobil programma,
- sosial media,
- telefon,
- beýleki aragatnaşyk usullary

arkaly marketing we mahabat maglumatlaryny almaga razy bolýarlar.

Bu razylygy yzyna almak üçin Coopart Privacy Policy bilen tanyşyp bolýar.

## **V. TÖLEGLER WE ELTIP BERME**

### **A. TÖLEGLER**

Ähli agzalar:

- agzalyk töleglerini,
- ulag satyn alyş töleglerini,
- beýleki degişli tölegleri

tölemäge razy bolýarlar.

Ähli tölegler önünden habar berilmezden üýtgedilip bilner.

### **B. TÖLEG**

Töleg diňe Coopart tarapyndan kabul edilýän töleg usullary arkaly amala aşyrylyp bilner.

Coopart:

- töleg çäklendirmelerini,
- limitleri,
- önünden rugsat talaplaryny

girizip biler.

30 günden soň tölenmedik balans üçin aýlyk 1.5% (ýylda 18%) göterim hasaplanyp bilner.

Gaýtarylan ýa-da güýji bolmadyk çekler üçin Agza ähli çykdaýylary tölemäge borçludur.

## C. SATUW SALGYDY

Satyn alyş salgydy birnäçe faktorlara baglylykda kesgitlenýär:

- ulag görnüşi,
- title görnüşi,
- agzanyň salgysy,
- ulagyň ýerleşýän ýeri.

Agza salgyt talaplary sebäpli ýüze çykýan ähli çykdaýylar üçin jogapkärdir.

## D. RELIST FEES

Eger ulag wagtynda tölenmese, Coopart:

- satuwy ýatyryp,
- ulagy gaýtadan satuwa goýup biler.

Bu ýagdaýda Agza **relist fee** we ähli ýygnama çykdaýylaryny tölemäge borçludyr.

## E. AWTOMATIK ELTIP BERME

Coopart-nyň rugsady bilen ulaglar awtomatik eltip berme hyzmaty arkaly iberilip bilner.

## F. ELTIP BERILÝÄN ULAGLAR ÜÇIN TÖLEG

Eltip berilmezden öň ähli tölegler doly tölenmelidir.

Grace period gutarandan soň storage fees ulanylar.

Eger eltip berme tamamlanmasa, Agza goşmaça çykdaýylary tölemäge borçludyr.

## G. TÖLEGIŇ ULANYLYŞ TERTIBI

Agzanyň tölegi ilkinji nobatda:

1. tölenmedik fee-lere,
2. soň ulagyň bahasyna

ulanylýar.

Coopart ähli fee-lar doly tölenýänçä ulag ýa-da title bermezlige haklydyr.

## H. HOWPSUZLYK DEPOSITLER

### Basic Members

Coopart Basic Member üçin depozit talap edip biler.

Depozit ulanylmasa, yzyna gaýtarylyp bilner.

### Premier Members

Premier Member üçin \$400 depozit talap edilýär.

Ähli tölegler ýapylsa, depozit yzyna gaýtarylýar, emma account Basic Membership derejesine düşürilýär.

## VI. KANUN WE ÝURISDIKSIÝA

### A. KANUN WE KAZYÝET

Ulag bilen bagly ähli jedeller ulagyň ýerleşen ýerindäki ştat ýa-da welaýat kanunlaryna laýyklykda seredilýär.

Mysal:

Eger ulag Montana ştatyndaky Billings şäherinde ýerleşýän bolsa, ähli kazyýet işleri Montana ştatynda geçirilýär.

Galgan ähli meseleler Texas ştatynyň Dallas County sebitinde seredilýär.

Agza bu şertleri doly kabul edýär.

## B. DOLY YLALAŞYK

Bu Şertler we Düzgünler Coopart bilen Agzanyň arasyndaky doly we ýeke-täk resmi ylalaşykdyr.

Bu ýerde görkezilmedik hiç hili goşmaça wada ýa-da kepillik güýje eýe dälendir.

## IAA AUKSION PLATFORMASYNYŇ ULANYŞ ŞERTLERI

Aşakdaky şertler we düzgünler (“Ulanýş Şertleri”) siz bilen [Insurance Auto Auctions \(IAA\)](#) arasynda, IAA-nyň web sahypalaryny (şol sanda [www.iaai.com](http://www.iaai.com) sahypasyny), programmalaryny, goşundylaryny hem-de şol hyzmatlaryň üsti bilen hödürlenýän hyzmatlary we mazmuny (jemleýin “Hyzmat”) ulanmak barada baglaşylan ylalaşykdyr. HYZMATY AÇMAK, GÖRMEK WE/ÝA ULANMAK BILEN, SIZ ŞU ŞERTLERIŇ OKALANDYGyny, DÜŞÜNILENDIGINI WE OLARA BOÝUN EGÝÄNDIGIŇIZI TASSYKLAÝARSYŇYZ. EGER ŞU ŞERTLER BILEN YLALAŞMAÝAN BOLSAŇYZ, HYZMATY ULANMAN WE DESSINE ÇYKYŇ.

IAA islän wagty Hyzmatda we şu Ulanýş Şertlerinde üýtgeşme girizmäge haklydyr. Islendik üýtgetmeler çap edilen pursatyndan güýje girýär. Tüzelenen şertlerden soň Hyzmaty ulanmagy dowam etdirmegiňiz, täze şertleri kabul edýändigizi aňladýar. Üýtgeşmeleri görmek üçin bu şertleri wagtal-wagtal barlaň.

**Bellik:** Eger siz hasaba alnan IAA alyjysy bolsaňyz, goşmaça şertler hem ulanylýar. Has giňişleýin maglumat üçin “Buyer’s Agreement” we “Auction Rules” resminamalaryna serediň. Şeýle hem, Hyzmatyň käbir bölümlerinde goşmaça ýa-da aýratyn şertler bolup biler. Şeýle ýagdaýda şol aýratyn şertler ileri tutulýar.

## MAZMUNYŇ EÝEÇILIGI, AWTORLYK HUKUKLARY WE SÖWDA NYŞANLARY

Bu Hyzmatdaky ähli mazmun, şol sanda suratlar, wideolar, tekstler, maglumatlar, grafikalar, dizaýnlar, logolar, programma üpjünçiligi we beýleki ähli materiallar (“Hyzmat Mazmuny”) IAA-nyň, onuň hyzmatdaşlarynyň ýa-da ygtyýarnama eýeleriniň emlagidir we ABŞ-nyň hem-de halkara awtorlyk hukuklary bilen goralýar.

“IAA” ady, IAA-nyň logotipi we beýleki nyşanlar IAA-nyň ýa-da üçünji taraplaryň söwda belgileridir. Olar IAA-nyň rugsady bolmazdan ulanylyp bilinmez.

Şu Ulanýş Şertlerinde açyk görkezilmedik ýagdaýynda, size ýa-da başga bir ulanyja IAA-nyň ýa-da başga bir tarapyň awtorlyk hukugy, söwda belgisi ýa-da başga eýeçilik hukugy boýunça hiç hili ygtyýar berilmeyär.

## HASABA ALYŞ

Käbir hyzmatlara girmek üçin sizden hasaba alyş talap edilip bilner (“Account”). Hasaba alyş wagtynda size Login ID, açar söz we degişli ýagdaýda Buyer Number berilýär.

Siz:

- berýän maglumatlaryňyzyň dogry we doly boljakdygyny;
- başga biriniň adyndan hasap açmajakdygyny;
- başga biriniň maglumatlary bilen ulgama girmäge synanyşmajakdygyny tassyklaýarsyňyz.

IAA maglumatlaryň nädogry ýa-da doly däldigine şübhelenýän bolsa, hasabyňyzy wagtlaýyn togtatmaga ýa-da ýapmaga haklydyr.

Login ID, açar sözüňiz we Buyer Number-ýň gizlinligini saklamak siziň jogapkärçiligiňizdedir. Rugsatsyz ulanyşdan şübhelenýän bolsaňyz, dessine [cservice@iaa.com](mailto:cservice@iaa.com) salgysyna habar bermeli.

IAA, maglumatlaryňyzy gorap bilmändigizi sebäpli ýüze çykan zyýan üçin jogapkär däldir.

## **RUGSAT EDILEN ULANYŞ WE ÇÄKLENDIRMELER**

Şu şertleriň çäginde siz Hyzmatdaky maglumatlary:

- diňe şahsy we maglumat maksatly;
- mazmuny üýtgetmän;
- IAA-nyň rugsady bolmazdan köpçülige paýlamazdan ulanyp bilersiňiz.

Siz:

- mazmuny üýtgedip,
- tersine inženerlik edip (programmanyň nähili işleýändigini we nähili ýasalandygyny öwrenmek üçin ony böleklere bölüp seljermek),
- bozup,
- awtomatiki botlar, scraper ýa-da maglumat ýygnamak gurallary arkaly maglumat ýygnap bilmersiňiz.

Şeýle hem siz:

- başga ulanyjylaryň hyzmatdan peýdalanmagyna päsgel bermeli däl;
- rugsatsyz ulgama girmäge synanyşmaly däl;
- galp maglumat bermeli däl.

## **AUKSION MAGLUMATLARY**

IAA size ulag aukSIONlaryna degişli maglumatlary (“Auction Sales Data”) berýär. Bu maglumatlary diňe:

- ulaglara baha bermek,
- söwda etmek,
- aukSIONda gatnaşmak maksady bilen ulanyp bolýar.

Rugsatsyz ýagdaýda:

- maglumatlary saklamak,
- paýlamak,
- satmak,
- maliýe bazarynda ulanmak,
- başga ulgam ýa-da dashboard döretmek gadagandyr.

## **RUGSATSYZ ULANYŞ**

IAA rugsatsyz ýa-da kanunsyz ulanyşy derňemäge we degişli kanuny çäreleri görmäge haklydyr.

Şertleri bozýan ulanyjylaryň hyzmatlara girişi çäklendirilip ýa-da doly ýapylyp bilner.

## **ÜÇÜNJI TARAP SAHYPALARY**

Hyzmatda üçünji tarap web sahypalaryna baglanyşyklar bolup biler. IAA olaryň mazmuny ýa-da hyzmatlary üçin jogapkär dälidir.

Şol sahypalary ulananyňyzda olaryň öz şertleri we gizlinlik syýasaty ulanylýar.

## **GIZLINLIK**

IAA-nyň Gizlinlik Syýasaty şu şertleriň bir bölegi hasaplanýar.

## **ULANYJY TARAPYNDAN YÜKLENEN MAGLUMATLAR**

Käbir bölümlerde siz:

- teswir,
- wideo,
- maglumat ýaly mazmun ýükläp bilersiňiz (“User Content”).

Bu maglumatlaryň kanunylygy we dogrulygy üçin diňe siz jogapkärsiňiz.

Mazmun ýüklemek bilen siz IAA-a şol maglumatlary:

- ulanmak,
- üýtgetmek,
- paýlamak,
- çap etmek boýunça mugt we çäksiz ygtyýar berýärsiňiz.

Siz aşakdaky mazmuny ýükläp bilmersiňiz:

- awtorlyk hukuklaryny bozýan;
- haýbatly ýa-da ýigrenji;
- pornografik (kämilik ýaşyna ýetnedikleri ulanýan);
- wirusly ýa-da zyýanly;
- kanunlary bozýan maglumatlar.

## **KEPILLIKDEN BOÝUN GAÇYRMA WE JOGAPKÄRÇILIGIŇ ÇÄKLENDIRILMEGI**

**HYZMAT “BAR BOLŞY ÝALY” WE “ELÝETERLI BOLŞY ÝALY” HÖDÜRLENÝÄR.**

IAA:

- hyzmatyň ýalňyşsyz boljakdygyny,
- maglumatlaryň takyklygyny,
- hyzmatyň kesintisiz işlejegini kepillendirmeyär.

IAA ýa-da onuň hyzmatdaşlary:

- girdeji ýitgisi,
- maglumat ýitgisi,
- işiň togtamagy,
- göni ýa-da gytaklaýyn zyýanlar üçin jogapkär dälidir.

## **ÖWEZINI DOLMAK**

Siz:

- şu şertleri bozmagyňyz,
- hyzmaty nädogry ulanmagyňyz,
- ýüklän maglumatlaryňyz sebäpli ýüze çykan ähli talaplar we çykadajylar üçin IAA-ny goramaga razy bolýarsyňyz.

## **HYZMATYŇ ÜÝTGEDILMEGI ÝA-DA BES EDILMEGI**

IAA islän wagty:

- hyzmaty üýtgedip,
- wagtlaýyn duruzyp,
- doly bes edip biler.

Bu sebäpli ýüze çykan netijeler üçin IAA jogapkär dälidir.

## **GIRIŞI INKÄR ETMEK**

IAA islän wagty hiç hili düşündirişsiz ulanyjynyň hyzmatlara girişini çäklendirip ýa-da ýapyp biler.

## **DOLANDYRYJY KANUN WE ARBITRAŽ**

Şu şertler Illinois ştatynyň kanunlaryna laýyklykda dolandyrylýar.

Islendik jedel:

- diňe arbitraž arkaly çözülýär;
- kazyýet işine rugsat berilmeýär.

Arbitraž diňe Cook County, Illinois ştatynda geçirilýär.

## **BEÝLEKI DÜZGÜNLER**

Bu hyzmatdaky maglumatlar esasan ABŞ bazary üçin niýetlenendir. Käbir hyzmatlar beýleki ýurtlarda elýeterli bolman biler.

Şu şertleriň haýsydyr bir bölegi güýjüni ýitirse, beýleki bölekler güýjünde galýar.

# INTELLEKTUAL EÝEÇILIK HUKUKLARYNY BOZMAK BARADAKY TALAPLAR

Eger hyzmatdaky haýsydyr bir mazmunyň awtorlyk ýa-da beýleki intellektual hukuklaryňyzy bozýandygyna ynanýan bolsaňyz, IAA-a aşakdaky maglumatlary ibermeli:

- ygtyýarly adamyň goly;
- bozulan hukugyň beýany;
- bozýan mazmunyň ýerleşýän ýeri;
- salgyňyz, telefon we email maglumatlaryňyz;
- ulanyşyň rugsatsyzdygy baradaky beýannama;
- berlen maglumatlaryň dogrudygyny tassyklaýan beýannama.

## IAA TRANSPORT PROGRAMMASYNYŇ SATYN ALYJY ŞERTLERI WE DÜZGÜNLERI

Bu yük daşama şertleri we düzgünleri (“Şertler”) IAA Transport programmasynyň iberiş, eksport we araçlyk hyzmatlaryny ulanýan ähli IAA alyjylaryna (“Alyjy”) degişlidir (“Ylalaşyk”). Bu Şertler hyzmat satyn alnan günden güýje girýär we öňünden duýduryş berilmezden üýtgedilip bilner. Bu Şertler Alyjy tarapyndan berlen ähli sargytlara we Insurance Auto Auctions, Inc. ýa-da onuň şahamçalary, hyzmatdaşlary we degişli guramalary (“IAA”) tarapyndan berlen ähli bahalandyrmalara, sargyt tassyklamalaryna we hasap-fakturalara degişli bolup durýar. Bu Şertler hem-de IAA-nyň Auksion Düzgünleri IAA Transport programmasy boýunça öňki ähli şertleriň we düzgünleriň ýerine geçýär. Bu Şertler IAA-nyň Transport hyzmatlaryny ulanýan ähli alyjylar, iberijiler, kabul edijiler we üçünji taraplar üçin hökmanydyr. IAA-nyň Auksion Düzgünleri şu Şertleriň aýrylmaz bölegi bolup durýar; eger garşylyk ýüze çyksa, onda IAA-nyň Auksion Düzgünleri ileri tutulýar.

### 1. KANUNY EÝEÇILIK

Alyjy daşalýan ulag(lar) boýunça auksionda ýeňiji boldy, ulag üçin elýeterli serişdeler arkaly töleg etdi we şu Ylalaşyga girmäge ygtyýarlydyr ýa-da ulagyň kanuny eýesi tarapyndan şu Ylalaşyga girmäge resmi taýdan ygtyýarlandyrylandyr. Eger Alyjy şahsy tarap bolsa, ol 18 ýaşdan ulydygyny we şu Ylalaşygy kanuny taýdan baglaşmaga ukyplydygyny tassyklaýar.

### 2. UMUMY DÜZGÜNLER

- A. Bu Şertler IAA tarapyndan hyzmat edilýän ähli alyjylar, iberijiler we kabul edijiler üçin hökmany şertnama bolup durýar.
- B. Bu Şertler IAA tarapyndan ýerine ýetirilýän ähli hyzmatlara degişli bolup, degişli federal ýa-da ştat kanunlaryna garşy gelmeýän ýagdaýynda güýjünde galýar.
- C. Eger şu Şertler bilen daşama resminamasynda (“Bill of Lading”) garşylyk bolsa, şu Şertler ileri tutulýar.
- D. IAA-nyň ygtyýarly ýolbaşçysynyň ýazmaça rugsady bolmazdan hiç bir işgär ýa-da agent şu Şertleri üýtgedip ýa-da ýatyryp bilmez.
- E. IAA bu Şertleri öňünden habar bermezden üýtgedip biler. Üýtgedilen Şertler web sahypasynda ýerleşdirilenden soň hyzmatlary ulanmagy dowam etdirmek, täze Şertleriň kabul edilendigini aňladýar. Alyjy ulagyň IAA tarapyndan däl-de, aýratyn daşama kompaniýasy (“Carrier”) tarapyndan daşaljakdygyna düşünýär.

### **3. BAHALAR**

Bahalar, başgaça görkezilmedik ýagdaýynda, ähli salgytlary we hyzmat töleglerini öz içine alýar. Alyjy degişli salgyt ýeňilligi resminamasyny hödürlemese, ähli federal, ştat we ýerli salgytlar Alyjynyň jogapkärçiliginde bolar.

Eltip bermek salgysynyň üýtgemegi bahanyň hem üýtgemegine sebäp bolup biler. Halkara daşamalar gümrük paçlaryna we VAT salgytlaryna tabyndyr (aýratyn hasaplanar). Adaty däl, uly göwrümlü, güýçli zeper ýeten ýa-da modifikasiýa edilen ulaglar üçin goşmaça tölegler ulanylyp bilner.

### **4. TÖLEG**

Okean arkaly iberiş we ähli hyzmatlary öz içine alýan daşama tölegleri hasap-faktura alnandan soň bäş (5) günüň dowamynda önünden tölenmelidir.

Giç töleg edilse, her ulag üçin \$50 ýa-da ulagyň satuw bahasynyň 2%-i möçberinde jerime alynar.

IAA ähli tölegler doly tölenýänçä daşamany guramaz.

### **5. GRAFIGI BELLEMEK**

Ýüküň alnyp gidiljek ýa-da eltiriljek senesi boýunça hiç hili kepillik ýok. Ähli seneler diňe takmynydyr. Gijikmeler howa şertleri, tehniki näsazlyklar, ýol ýagdaýlary ýa-da garaşylmadyk ýagdaýlar sebäpli bolup biler. IAA gijikmeler sebäpli ýüze çykan çykadajylar üçin jogapkärçilik çekmeýär.

### **6. ELTIP BERMEK**

Alyjy ulagyň daşalyş wagtyndaky ýagdaýyny kabul etmäge borçludyr. Ulagy düşürmek Alyjynyň jogapkärçiligindedir.

Eger Alyjy eltip berilýän wagtynda ýok bolsa, ulag terminala ýa-da başga saklaýyş ýerine ugradylyp bilner, bu ýagdaý goşmaça töleglere sebäp bolup biler.

### **7. MARŞRUT**

Daşajy ulagyň ugruny özbaşdak kesgitleýär we belli bir marşrut boýunça gitmäge borçly däldir.

### **8. “DOOR-TO-DOOR” HYZMATY**

“Gapydan-gapýa” hyzmaty ulagyň mümkin boldugyça görkezilen ýere ýakyn eltiriljekdigini aňladýar. Emma ýol düzgünleri, howpsuzlyk ýa-da ulagyň ululygy sebäpli göni eltirmek mümkin bolmasa, soňky eltiriş Alyjynyň jogapkärçiliginde bolar.

### **9. ARAGATNAŞYK MAGLUMATLARY**

IAA we daşajy, Alyjynyň beren maglumatlaryna bil baglaýar. Alyjy ýok ýagdaýynda onuň adyndan çykyş etjek wekili görkezmelidir.

### **10. ÝATYRMAK DÜZGÜNLERI**

Sargyt diňe resmi email arkaly ýatyrylyp bilner.

Almak senesinden iki gün önünden gijä galynsa, “Dry Run Fee” ulanylýar:

- 0–1000 mil aralyk üçin — \$150
- 1000 milden köp aralyk üçin — \$250

## **11. ŞERTNAMANYŇ ÝATYRYLMAGY**

IAA sebäpsiz ýagdaýda-da şu Ylalaşygy ýatyryp biler. Emma kabul edilen sargytlar ýerine ýetiriler.

## **12. JOGAPKÄRÇILIKDEN BOŞADYLMA**

IAA diňe öz göni geleňsizligi subut edilen ýagdaýynda jogapkärçilik çekýär. IAA aşakdaky ýagdaýlar üçin jogapkär däldir:

- ulagyň içindäki şahsy zatlaryň ýitmegi;
- poslama, kömelek ýa-da haýwanlardan gelen zeper;
- elektronika ýa-da katalizator zeperleri;
- howa şertleri, uruş, iş taşlaýyş ýa-da döwlet edaralarynyň hereketleri;
- maglumatlaryň ýitmegi ýa-da ogurlanmagy.

## **13. TÖLEG WE ÖWEZINI DOLDURMA**

Alyjy we kabul ediji ähli tölegler üçin bilelikde jogapkärdirler. Şeýle hem olaryň hereketleri sebäpli ýüze çykýan ähli jerimeleri ýa-da çykdaýjylary ödemäge borçludýrlar.

## **14. ÝÜK ÜÇIN GIREW HUKUGY**

IAA tölenmedik tölegler üçin ýüki saklap biler. Töleg edilmedik ýagdaýynda ulag açyk ýa-da ýapyk satuwda satylyp bilner.

## **15. JOGAPKÄRÇILIGIŇ ÇÄKLENDIRMESI**

- A. Ýerüsti daşamalar üçin iň ýokary öwez — \$500 USD.
- B. Okean arkaly daşamalar üçin hem iň ýokary öwez — \$500 USD.
- C. Alyjy ýük üçin ätiýaçlandyryş almaga borçludyr.
- D. IAA girdeji ýitgileri ýa-da aýratyn zyýanlar üçin jogapkär däldir.

## **16. HABARNAMA WE ÝÜKIŇ YKBALY**

Eger ulag kabul edilmez ýa-da alnyp gidilmez bolsa, IAA Alyja habar berýär. 30 günň dowamynda görkezme bolmasa, ulag kanuna laýyklykda satylyp bilner.

## **17. ELTIP BERMEK TASSYKLAMASY**

IAA talap edilende eltip bermek resminamasynyň nusgasyny berýär.

## **18. DAŞAMA RESMINAMASY (“BILL OF LADING”)**

Ähli ýerüsti we deňiz arkaly daşamalar IAA-nyň resmi “Bill of Lading” resminamasyna tabyndyr.

## **19. OKEAN DAŞAMALARY**

IAA eksport resminamalaryny taýýarlamaga ygtyýarlydyr. Alyjy ähli ýygnama töleglerini tölemäge borçludyr.

## **20. GÜMRÜK RESMILEŞDIRMESI**

IAA we onuň gümrük agenti diňe gümrük resmileşdirme işleri üçin Alyjynyň wekili hökmünde çykyş edýär. Alyjy ähli import/eksport kanunlaryna laýyk hereket etmäge borçludyr.

## **21. EKSPORT GÖZEGÇILIGI**

Alyjy ähli eksport maglumatlarynyň dogrudygyny tassyklaýar. Ýalan maglumat bermek jenaýat we raýat jogapkärçiligine sebäp bolup biler.

## **22. DAŞAMA WAGTYNDA ZEPERLER**

Ýükleme, düşürme ýa-da daşama wagtyndaky ähli zeperler diňe daşajynyň jogapkärçiligindedir. Talaplar “IAA Damage Resolution Assistance” düzgünine laýyklykda berilmelidir.

## **23. IAA ZEPER TALAPLARY BOÝUNÇA KÖMEGI**

Alyjy zeper barada 48 sagadyň dowamynda email arkaly habar bermelidir we 3 iş gününüň dowamynda ähli degişli resminamalary ibermelidir.

## **24. GOŞMAÇA ŞERTLER**

- A. Alyjy IAA-ny üçünji tarap talaplaryndan goramaga borçlanýar.
- B. Ähli habarnamalar ýazmaça görnüşde iberilmelidir.
- C. Gizlin maglumatlar goralmany.
- D. Haýsydyr bir hukugyň wagtlaýyn ulanylmazlygy onuň ýatyrylmagy diýmek däldir.
- E. Ylalaşyk ýatyrylsa-da, öň ýüze çykan borçnamalar güýjünde galýar.
- F. Bu Ylalaşyga Illinois ştatynyň kanunlary degişli bolar.
- G. Jedeller ilkinji nobatda arbitraž arkaly çözülmelidir.
- H. Taraplar özbaşdak hyzmatdaşlardyr.
- I. Haýsydyr bir bölümiň güýji ýitirilse, galan bölümler güýjünde galýar.
- J. Alyjy IAA-nyň ýazmaça rugsady bolmazdan şertnamany başga tarapa geçirip bilmez.
- K. Tebigy betbagtçylyk, uruş ýa-da garaşylmadyk ýagdaýlar sebäpli IAA jogapkärçilikden boşadylýar.
- L. Alyjy ähli korrupsiýa garşy kanunlara boýun bolmalydyr.
- M. OFAC we terrorçylyk bilen bagly gadagan edilen şahslar bilen işleşmek gadagandyr.
- N. Alyjy ähli zerur resminamalary 24 sagadyň dowamynda dolduryp tabşyrmaga borçludyr.
- O. Alyjy tölenmedik talaplary daşama töleglerinden aýyrmak hukugyna eýe däldir.

## **KOMPANIÝANYŇ ABŞ AUKSION AKKAUNDYNDAN SATYN ALYNAN AWTOULAGLAR ÜÇIN ŞERTLER WE DÜZGÜNLER**

- Awtoulagyň aukSIONa tölegi üçin USD-den AED-e çalyşma kursy 3.67 bolup durýar. Müşderiden bank geçirimi (wire transfer) üçin goşmaça töleg alynmaýar. Başga goşmaça töleg ýokdur. Emma töleg satyn alnan senesinden başlap 48 sagadyň dowamynda geçirilmelidir.
- Ulag üçin doly töleg geçirilenden soň, ulag töleg günü hasaba alynmazdan 3 iş gününüň dowamynda alnyp gidiler.
- Towing we shipping nyrhлары ulagyň satyn alnan senesine görä müşderä hasaplanylýar.
- SUV görnüşli ulaglar üçin goşmaça 150\$ töleg alynýar. (SUV ulaglarynyň sanawy üçin toparymyz bilen habarlaşyň.)
- Broker şatlaryndan satyn alnan ähli ulaglar, ýagny (AL, MI, OH we WI) her ulag üçin goşmaça 75–100\$ tölege degişli bolýar.
- Kompaniýa daşap bolmaýan ýa-da title bilen bagly meseleleri bolan ulaglar üçin jogapkärçilik çekmeýär. Şeýle title meseleleriniň aýratyn sanawy bar.
- Eger aukSION maglumatynda “Key Yes” görkezilen bolsa, emma ulagyň açary aukSION wagtynda ýok bolsa, Kompaniýa munuň üçin jogapkärçilik çekmeýär. Ulag alnyp gidilende bu barada size habar berler.
- Sublot ýa-da offsite location ulaglary üçin goşmaça 75–150\$ töleg alynýar.
- HYBRID we EV ulaglary üçin goşmaça 300\$ töleg alynýar.
- Kompaniýa ulagyň ABŞ-daky alyş nokadyndan ahyrky barjak ýerine çenli ýüze çykan zeperler üçin jogapkärçilik çekýär. Emma aukSIONdaky öňki zeperler ýa-da ýetmeýän şaýlar üçin jogapkärçilik çekmeýär. Müşderi ulagyň ABŞ-daky ammara gelen günü suratlary barlamalydyr. Eger zeper ýüze çykarylsa, 24 sagadyň dowamynda Kompaniýa habar bermelidir. Şeýle edilmese, zeper boýunça talap kabul edilmez.
- Eger ulag zeperlenen bolsa, Kompaniýa diňe bazar bahasyna laýyk abatlaýyş çykdajylaryny töleýär.
- Çaklanylýan gelip ýetme wagty (ETA) shipping liniýalarynyň tertibindäki we wagtларыndaky üýtgeşmelere bagly bolup biler.
- Kompaniýa exhaust-y (dym çykaryjy ulgamy) bolmazdan aukSIONdan çykarylan ulaglar üçin jogapkärçilik çekmeýär, emma kompaniýa bu mesele boýunça mümkin bolan ähli tagallalary edýär.
- BAE-niň düzgünlerine laýyklykda, ulagyň bahasy 10,000 AED-den ýokary bolan ýagdaýynda 50\$ documentation fee ulanylýar. (Country of Origin sertifikaty üçin ähli ulaglara goşmaça 25\$ töleg degişli bolýar.)
- Kompaniýa ABŞ ýa-da BAE gümrük gözegçilikleri we islendik inspeksiýa görnüşleri üçin jogapkärçilik çekmeýär.
- Biz size hyzmatlary iňlis, ispan, rus, pars we türkmen dillerinde hödürleýäris!

### **BELLENILEN NOKADA ÇENLI EXPORT HYZMATLARY**

Kompaniýa, müşderiniň kompaniýanyň aukSION hasaplary arkaly satyn alan awtoulag(lar)yny ylalaşylan ugruň başlangyç nokadyndan bellenen soňky barjak ýerine çenli daşamak we logistika hyzmatларыny ýerine ýetirmäge razy bolýar.

### **DAŞAMA TÖLEGLERI**

Müşderi aşakdaky çykdajylaryň hemmesini tölemäge razy bolýar:

- Deňiz arkaly daşama tölegi

- Ýerüsti transport çykdaýjylary
- Port hyzmatlary
- Gümrük resmileşdirilmegi
- Resminama çykdaýjylary
- Saklama tölegleri
- Daşama döwründe ýüze çykýan goşmaça çykdaýjylary
- Tebigy hadysalar we uruş sebäpli ýüze çykan gijikmeler bilen bagly çykdaýjylary

Jemi daşama bahasy kompaniýa tarapyndan berlen hasap-fakturada görkeziler.

## **TÖLEG ŞERTLERI**

Müşderi, hasap-fakturany onuň berlen senesinden başlap on bäş (15) gününň dowamynda tölemeli.

Şol möhletde töleg geçirilmedik ýagdaýynda:

- Gijikdirilen töleg jerimeleri ulanylar
- Saklama tölegleri hasaplanylýar
- Kanuny taýdan bergini yzyna almak çäreleri görülip bilner

## **KOMPANIÝANYŇ GIREW HUKUGY WE SATMAK HUKUGY**

Müşderi, kompaniýanyň tölenmedik ähli çykdaýjylary üçin, daşajjynyň girew hukugynyň bardygyny kabul edýär.

Eger töleg on bäş (15) gününň dowamynda geçirilmedik bolsa, kompaniýa aşakdaky hukuklara eýe bolýar:

- Töleg doly geçirilýänçä awtoulagy saklamak
- Goşmaça saklama töleglerini goşmak

Eger töleg segsen (80) gün ýa-da ondan köp wagtyň dowamynda tölenmese, kompaniýa Müşderä ýazmaça habar bereninden soň ulagy ýa-da ýüki aukcion ýa-da hususy satuw arkaly satyp biler:

- Daşama çykdaýjylaryny
- Saklama töleglerini
- Administratiw çykdaýjylary
- Kanuny çykdaýjylary

Ähli çykdaýjylar aýrylandan soň galan pul müşderä yzyna gaýtarylar.

## **MÜŞDERINIŇ BEÝANNAMASY**

Müşderi aşakdakylary tassyklaýar:

- Ulagyň kanuny eýesi ýa-da ygtyýarly wekili bolandygyny
- Ulagyň içinde bikanun ýa-da gadagan edilen zatlaryň ýokdugyny
- Berlen ähli resminamalaryň dogry we güýjüniň bardygyny

## JOGAPKÄRÇILIK

Kompaniýa awtoulagy daşamak we saklamak döwründe ýokary dereje gözegçilik we seresaplylyk bilen hereket eder.

Emma kompaniýa aşakdaky ýagdaýlar üçin jogapkärçilik çekmeýär:

- Howa şertleri, portdaky dyknyşyk, gümrük ýa-da döwlet edaralary sebäpli ýüze çykan gijikmelere
- Tebigy betbagtçylyklar, uruş ýa-da gözegçilikden daşary ýagdaýlar sebäpli ýüze çykan zyýanlara
- Awtoulagda öň bar bolan (satyn alynan wagtyndaky) zeperlerine

## ULANYLYAN KANUN

Bu şertnama Birleşen Arap Emirlikleriniň kanunlaryna laýyklykda dolandyrylýar.

Islendik jedeller, Taraplaryň ylalaşmadyk ýagdaýynda, BAE-niň kazyýetlerinde çözülýär.

## SANLY ULGAMYNDA KABUL ETMEK

Eger şu şertnama kompaniýanyň mobil programmasy ýa-da web sahypasy arkaly kabul edilse, Müşderi aşakdakylary kabul edýär:

- «Accept & Continue» düwmesine basmak bilen kanuny taýdan güýji bolan sanly gol hökmünde hasaplanýar
- «Accept & Continue» düwmesine basmak bilen, Müşderi berlen ähli maglumatlaryň dogrudygyny we kanuny taýdan güýji bardygyny tassyklaýar
- Müşderi ähli şertleri we düzgünleri okandygyny hem-de kabul edendigini tassyklaýar

**Şertleri kabul etmezlik daşama sargydyňy dowam etdirmäge mümkinçilik bermez**

**PEM LINE SHIPPING LLC**