

# TERMS & CONDITIONS OF THE USA CARS WEBSITE

## (PRO VERSION – MAX SHIELD EU)

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### §1. Company Information

The owner and administrator of the Website is:

**USA CARS**

Człuchowska 65A

89-600 Chojnice

Pomeranian Voivodeship

Poland

NIP (Tax ID): 555 19 38 756

Sole Proprietorship

E-mail: [usacars.chojnice@gmail.com](mailto:usacars.chojnice@gmail.com)

The Website has an informational character and provides vehicle purchasing intermediation services related to foreign auctions.

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### §2. Nature of the Website and Source of Data

1. The Website publishes information about vehicles offered at foreign auctions, in particular:
    - Copart
    - IAAI
    - IAAI Canada
  2. Published data may include:
    - VIN number
    - Photos
    - Damage history
    - Sale price
    - Title type (e.g., clean title, salvage title)
  3. The data originates from external suppliers and publicly available auction sources.
  4. The Website maintains long-term cooperation with dealers and brokers in the USA who are official partners of auction houses. This cooperation concerns vehicle purchases on behalf of clients.
  5. The Website is not the operator or owner of Copart or IAAI auctions.
  6. All data is provided for informational and archival purposes and may contain inaccuracies resulting from the original source.
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## **§3. Scope of Services**

1. The Website:
    - provides vehicle information,
    - allows users to create accounts,
    - accepts vehicle purchase orders,
    - intermediates in vehicle import,
    - enables online payments for additional services.
  2. The Administrator does not directly sell vehicles.
  3. The Administrator acts solely as an intermediary based on a separate client order.
  4. The vehicle sales agreement is concluded via an authorized dealer/broker and the relevant auction house.
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## **§4. Vehicle Purchase Conditions**

1. Vehicles are purchased under the “as-is, where-is” rule in accordance with the applicable auction house regulations (Copart or IAAI).
  2. The Administrator does not guarantee:
    - the technical condition of the vehicle,
    - completeness of the vehicle,
    - consistency between auction description and actual condition,
    - the possibility of registration in a specific country.
  3. The Client acknowledges that vehicles from salvage or damaged auctions may require repairs and additional financial investment.
  4. The Administrator is not responsible for the Client’s decision to purchase a specific vehicle.
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## **§5. Payments**

1. Payments for intermediation services may be made online.
  2. A service agreement is concluded upon confirmation of order acceptance by the Administrator.
  3. Intermediation fees do not constitute the vehicle purchase price.
  4. The Administrator does not guarantee winning any auction.
  5. In the event of losing an auction, a service or handling fee may be non-refundable if clearly specified prior to concluding the agreement.
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## **§6. Right of Withdrawal (EU Consumers)**

1. Consumers have the right to withdraw from a distance contract within 14 days unless the service has been fully performed.
2. If the Consumer expressly agrees to begin service performance before the withdrawal period expires, the right of withdrawal is lost once the service has been fully performed.

3. The right of withdrawal does not apply once the auction has been won and the vehicle purchase executed.
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## **§7. Complaints**

1. Complaints must be submitted via email.
  2. The complaint should include a description of the issue and contact details.
  3. Complaints are reviewed within 14 days.
  4. EU Consumers may use alternative dispute resolution mechanisms, including the EU ODR platform.
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## **§8. Limitation of Liability (MAX SHIELD – EU)**

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### **1. Nature of Liability**

The Administrator provides informational and intermediation services only and is not a party to the vehicle sales agreement concluded between the Client and the auction house, dealer, or broker.

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### **2. Disclaimer Regarding Vehicles**

To the maximum extent permitted by applicable law, the Administrator shall not be liable for:

- actual technical condition of the vehicle,
- hidden defects,
- discrepancies between auction description and actual condition,
- missing keys, documents, or parts,
- prior repairs or service history,
- vehicle registration eligibility,
- repair costs,
- transportation costs,
- storage fees,
- customs or administrative decisions.

Vehicle purchases are made strictly under the “as-is, where-is” principle.

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### **3. No Warranties**

The Administrator provides no warranty, guarantee, or representation regarding:

- vehicle quality,
- profitability of purchase,
- market value,

- future resale value.

All information on the Website is for informational purposes only and does not constitute a legally binding offer.

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#### **4. Third-Party Liability**

The Administrator is not responsible for actions or omissions of:

- Copart,
- IAAI,
- dealers and brokers,
- transport companies,
- freight forwarders,
- customs agents,
- payment service providers.

Relationships between the Client and such entities are governed by their respective terms and conditions.

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#### **5. Financial Limitation of Liability**

Regardless of the legal basis of the claim, the Administrator's total liability shall be limited to the amount of the intermediation fee actually received for the specific service.

The Administrator shall not be liable for:

- loss of profits,
  - indirect damages,
  - consequential damages,
  - financial losses resulting from Client investment decisions.
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#### **6. Technical Disclaimer**

The Administrator shall not be liable for:

- temporary unavailability of the Website,
  - technical errors,
  - system failures,
  - delayed data updates.
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#### **7. Force Majeure**

The Administrator shall not be liable for failure or delay caused by force majeure events, including but not limited to:

- government actions,
- changes in law,

- international sanctions,
  - war,
  - international trade disruptions,
  - logistics interruptions beyond Administrator's control.
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## **8. Mandatory Legal Exceptions**

Nothing in these Terms excludes or limits liability for:

- intentional misconduct,
  - personal injury,
  - any liability which cannot be excluded under applicable mandatory law.
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## **§9. Database Protection**

1. The Website database constitutes a legally protected database.
  2. It is strictly prohibited to:
    - scrape data,
    - automatically extract content,
    - copy substantial parts of the database,
    - use the data for competitive purposes.
  3. Violations may result in civil liability.
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## **§10. Notice Procedure**

All infringement notices should be sent to:  
[usacars.chojnice@gmail.com](mailto:usacars.chojnice@gmail.com)

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## **§11. Governing Law**

1. These Terms are governed by Polish law.
  2. EU consumers retain the protection of mandatory laws of their country of habitual residence.
  3. Disputes shall be resolved by competent courts in accordance with applicable EU regulations.
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## **§12. Final Provisions**

1. The Administrator reserves the right to amend these Terms.
  2. Amendments take effect upon publication on the Website.
  3. These Terms enter into force on the date of publication.
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