

TERMS AND CONDITIONS OF SERVICE

Please read the following terms and conditions carefully. The acceptance of our terms and conditions shall be considered to be the only contractual agreement between the customer and the service provider. THIS CONTRACT shall define the terms and conditions regarding the performance of any and all vehicle inspection services which are purchased from Auto N Spec, LLC.

THE AGREEMENT These Terms and Conditions are applicable to the Auto N Spec, LLC inspection Order Form (hereinafter referred to as, "Agreement"). The Agreement in its entirety is between the person paying for the inspection services and Auto N Spec, LLC. This Agreement shall not be changed, unless either party who has or submits changes, signs a written agreement by which both parties agree to the said change. If any conflict between the parties arises, then the Terms and Conditions contained herein shall apply. Auto N Spec, LLC reserves the right to decline any inspection order at its sole discretion; in which event, any prepaid fee for the inspection will be refunded to you the customer.

PURCHASE DETAILS – The inspection is only performed on the vehicle in which you, (the customer) identified (entered) on the Auto N Spec, LLC order form. If you (the customer) would like more than one vehicle inspected then you, (the customer) must purchase an inspection for each vehicle on separate orders. Auto N Spec, LLC will only perform inspections during daylight hours and clear weather conditions. The inspection process includes the subject vehicle to be inspected by an Auto N Spec, LLC agent, employee or an Auto N Spec, LLC trained Independent Contractor. Auto N Spec, LLC inspectors will evaluate the overall condition of the vehicle at the time the inspection takes place. The inspection report is based on what the inspector observes when he/she performs the inspection. Auto N Spec, LLC inspectors cannot dismantle nor will they dismantle anything on a vehicle being inspected. Therefore Auto N Spec, LLC will carefully observe what can be seen or heard. Our inspectors can give valuable insight about the overall condition of the vehicle. The inspection reports are based on the inspector's opinion of the vehicle based on what is observed during the inspection. Your Auto N Spec, LLC report will include all reasonable accessible items that allow the inspector to offer an informed opinion on the condition of a vehicle. Additional items may be inspected upon written request. Auto N Spec, LLC will make every effort to fulfill your request but does not guarantee that the requested item/s will be inspected. Our inspectors try to find all apparent problems some problems may not be able to be observed during the inspection. Auto N Spec, LLC will make reasonable effort to test drive the vehicle during the inspection, but cannot guarantee that a test drive will be completed. Auto N Spec, LLC will ONLY test drive a vehicle under the following conditions, If driving conditions permit, if the vehicle does not have any serious mechanical issues, the adult seller allows us to, the seller shows us current proof of insurance, registration, inspection sticker, and license plate for the vehicle being inspected. This is not a safety inspection. If a test drive is not possible the inspection report will still be completed. If a test drive was not possible your inspection report will indicate the reason/s. The lack of a test drive due to any circumstances does not provide any remedy or recourse to the customer that ordered the inspection report. The Auto N Spec, LLC report reflects the condition of the vehicle at the time of the inspection. Because a vehicle's condition may change between the time the inspection is conducted and the actual purchase of the vehicle, we recommend having an inspection completed as close in time to the purchase or sale of the vehicle. Auto N Spec, LLC inspections/services are by no means an appraisal of the vehicle's monetary value. Auto N Spec, LLC is not liable for any changes that may occur after its inspectors have completed the inspection. Once the inspection has been completed Auto N Spec, LLC will send you an e-mail to the address that you provided. The e-mail will consist of a report of the vehicle's identifying information, physical cosmetic attributes, options general condition, and a series of photograph. It will also contain an inspection report that will reflect an evaluation of the items listed on the Auto N Spec, LLC at the time the vehicle is inspected. Auto N Spec, LLC offers its services "as is", "where is" without any representations or warranties. Auto N Spec, LLC makes no representations as to any vehicle's design, compliance with any manufacturer specifications, operation, mechanical condition or safety of any vehicle inspected or any components parts. This report also shall not be construed as a substitute for any safety and/or emissions inspection that is required by any and all applicable state laws. Auto N Spec, LLC shall only be held responsible for any services that we directly provide to you.

If you purchase a vehicle inspection from Auto N Spec, LLC you agree that the aggregate liability of Auto N Spec, LLC, and its stock holders, members, partners, directors, managers, officers, employees, agents and affiliates to you or any of your family members or passengers in the subject vehicle for any action, damage, claim, liability, cost, expense, or loss in anyway arising out of or related to any vehicle inspection purchased from Auto N Spec, LLC shall be limited to (please note that it may not be more than, but can be less than) the fees paid by you to Auto N Spec, LLC pursuant to this Agreement. In no event shall any of the Auto N Spec, LLC parties be liable to you, any family member, or any passenger for consequential, exemplary, special, direct, indirect, incidental or punitive damages, including, without limitation, lost profits or opportunity cost even if any or all of the Auto N Spec, LLC Parties were notified of the possibility or likelihood of such damages occurring. The provisions of this section shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence). In jurisdictions that prohibit the exclusion or limitation of liability for consequential,

incidental or other damages, the liability of each Auto N Spec LLC Party is limited to the greatest extent permitted by law. (Just to be clear, if we messed up something the most you could get back or hold us liable for is what you paid us.)

If you attempt to contact the inspector to do an inspection without Auto N Spec, LLC consent, or you attempt to remove Auto N Spec, LLC from the inspection process, Auto N Spec, LLC has the right to cancel the inspection, not perform the inspection, and keep the funds.

Please be aware that you are purchasing an inspection from an independent third party. Auto N Spec, LLC does not advise the buyer in any way, with regard to the value of any vehicle, authenticate its origin, or verify its ownership or any and all liens and encumbrances that may exist. We also do not provide advice as to whether your sale or purchase is the right transaction for you, the buyer. Auto N Spec, LLC will provide you with all of the information you need to make a well informed purchase. Auto N Spec, LLC inspectors do not review the owner's manual or maintenance records, however, the registration and vehicle identification number may be viewed to properly identify the owner of the vehicle. However, we in no way verify that the person purporting to be the owner of the vehicle has the absolute legal right to sell said vehicle.

If you change your mind about your inspection purchase you MUST notify us (See the "CONTACT INFORMATION" section below) prior to us contacting the seller in order for us to credit you with a full refund of the amount you have paid us. Please note you will be notified upon us contacting the seller. If you change your mind about your inspection purchase and notify us after we have made contact with the seller, but before and inspector is in route to perform your inspection we will credit you with a refund equal to the amount you paid us less a cancellation fee of \$25.00. If you attempt to notify us after our inspector is in route to perform your inspection there will be NO REFUNDS. If the car sells prior to the inspection being performed, we will issue a credit to be used for another inspection, at your discretion. In this situation, there will be NO REFUND, only a credit to be used at a later date.

It is agreed that as the person binding this contractual agreement with Auto N Spec, LLC you are the only party that may be entitled to bring any suit or any other formal legal action against us regarding the inspection report or our services. Furthermore, it is agreed that any potential liability regarding the Auto N Spec, LLC report shall be limited to the refund of the fee. In no event shall the liability of Auto N Spec, LLC, its employees, officers, directors, partners, agents and affiliates exceed the amount of the fees paid by you to Auto N Spec, LLC. Prior to taking any formal legal action against Auto N Spec, LLC or any of its Affiliates as a result of your purchase of a vehicle inspection report from us, you agree to provide us with written notice of our alleged breach of the Agreement and you agree to give us at least 30 calendar days to try to reasonably satisfy you. Our ultimate goal is to have 100% satisfied customers.

Any and all questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement are governed by the laws of the State of Louisiana in the unlikely event that we have a disagreement over the services purchased from our website, any claim will have to be brought in the United States District Court for the 23rd Judicial District, located in the parish of Ascension or, if federal jurisdiction is not available, in the appropriate court of the State of Louisiana that is located in Ascension Parish, Louisiana. The parties hereby irrevocably consent to the jurisdiction of the aforementioned courts. In addition, and without withstanding the foregoing, you voluntarily and knowingly waive, to the fullest extent permitted by law, any objection that you have now or may have later to the venue of a lawsuit, action or proceeding brought in any such court and that you feel that the court we just agreed to is an inconvenient location. Final judgment or order by such court shall be conclusive and binding upon you and may be enforced in any court in which you are subject to jurisdiction by a suit upon such judgment. Each party agrees to expressly waive their right to a jury trial in any court action or proceeding that occurs related to the terms and conditions of this agreement. The Auto N Spec, LLC report, including all data and images are the joint property of Auto N Spec, LLC and you. Auto N Spec, LLC will not be liable to anyone with whom you share the report unless that person separately pays Auto N Spec for the inspection report prior to receipt of the report.

In the event Auto N Spec, LLC shall be delayed or prevented from the performance of its obligations because of circumstances beyond the control of Auto N Spec, LLC, then Auto N Spec, LLC, are excused from performing its obligations under its Agreement. Auto N Spec, LLC, in the event of exercising the Force Majeure clause shall only be liable to refund the full amount of the inspection fee to the customer. The failure of Auto N Spec, LLC to enforce any provision of this entire Agreement shall not be construed as a waiver or limitation of its right to enforce and compel strict compliance with that provision or any other provision of this Agreement.

We at Auto N Spec, LLC care the privacy of all customers. By purchasing a vehicle inspection through Auto N Spec, LLC you will be providing personal information to us such as your name, address, phone number, and e-mail address. If you are on the www.autonspec.com website, we will only share your information with our Affiliates to carry out the intent of the service you purchased from us or to present you special offers and/or incentives from our affiliates. We will never share your information with an unaffiliated third party, unless we are required to do so by law.

All communication shall be addressed at the address you put on the Auto N Spec, LLC Inspection Order Form, and to Auto N Spec, LLC shall be addressed to the address set forth in the Contact Us Section of www.autonspec.com. By providing your telephone number to us, you agree that Auto N Spec, LLC and any of its affiliates to call you, leave you a voice, or text message, email for any servicing or informational purpose related to the service that you purchased at any telephone number, including cellular telephone numbers and email address that you provide in connection with your account. You also agree that Auto N Spec, LLC and any of its Affiliates may include your personal information in a call, text, e-mail or via electronic message. You acknowledge that Auto N Spec, LLC and its affiliates will not charge you for any call, text message, email or other electronic message, but your service provider may. In addition you understand and agree that Auto N Spec, LLC and/or any of its affiliates may always communicate with you in any manner permissible by law that does not require your prior consent privacy policy.

Auto N Spec, LLC reserves the right to make changes to these Terms and Conditions at any time, as it is the sole discretion and with further notice to the customer. Please feel free to contact us if you have any questions or comments.