



مجموعة بركات بالاس
BarakatPalace
Group

Barakat Palace Terms and Conditions

Revised July 7, 2013

The Protection Pledge is offered on purchases of any item listed on

www.barakatpalace.com or www.barakatpalace.cu.cc

Under the Protection Pledge, pledges that for vehicles that are purchased for less than \$2,999.999.99:

- The year, make, and model are correct as listed in vehicle description.
- The vehicle images represent the general appearance of the exterior and interior of the vehicle at the time of sale.
- The odometer reading for vehicles less than 10 years old is accurately documented within 1,000 miles on vehicle ownership documents.
- Valid legal ownership will be conveyed to you (Or to your representative in UAE) within 7 working days.
- The ownership documents you receive will match the Title State/Type description listed on our website.
- No unannounced liens impair the vehicle title.
- If you pay Barakat Palace or Barakat Palace's Registered Broker for a vehicle, you are guaranteed to receive the vehicle.
- You will be able to access and retrieve any vehicle purchased by you during Barakat Palace's regular business hours.
- The vehicle's running condition has been accurately classified according to criteria for those programs.

In the event any of the conditions above are not met, Barakat Palace will refund the purchase price and all buyer's fees, subject to the limitations below.

Limitations

The following are some examples of situations that are NOT protected by Protection Pledge:

1. Damage occurring after you, your agent, representative, shipping company or transporter removes the vehicle from a Barakat Palace facility, or damage occurring after a shipping company (even if hired through our website) delivers a vehicle to you.
2. Cosmetic damage, such as paint or external surface rust.
3. Damage that would not be visible in a digital image of a vehicle.
4. Damage that cannot be verified by us
5. Sending a non-refundable deposit for a vehicle and not receiving the vehicle, or a refund, because you chose to not complete the transaction or pay the remaining balance for any reason.
6. Punitive claims, lost profits, loss of work, or restocking costs.
7. Failure to disclose a title brand if another title brand was disclosed in the listing, or if the title was described in the listing as anything but "clear".
8. Receiving a title that is not signed, is improperly assigned, or receiving a title but not being able to register the vehicle.
9. Buyer's remorse.
10. Any damage or listing discrepancies that were disclosed to you prior to acceptance of the vehicle.
11. Any damage that could have been discovered upon a reasonable inspection if you paid for and picked up the vehicle in person.
12. Any damage that does not impact the safety or operability of the vehicle.
13. Repairs or alterations made by you to the vehicle without the written consent of Barakat Palace.
14. Inspection costs, warranty fees, taxes paid, or any other fees or expenses that are not expressly covered under these Terms and Conditions.
15. Vehicles with a final sale price of \$50,000 or more.
16. Vehicles that were not purchased directly from us.

In no event shall Barakat Palace's liability to you under the Member Protection Pledge program exceed the final sale price of the vehicle at the Barakat Palace auction, plus your Barakat Palace buy fees, plus, in the event you retained Barakat Palace to transport the vehicle to you, the amount you paid Barakat Palace to transport your vehicle.

Eligibility Requirements

Participation in the MPP program is subject to the following eligibility requirements:

1. Using your account, you have successfully completed the purchase of a vehicle on from us.
2. Your member account with us is in good standing (i.e. not suspended or terminated) at the time the claim is filed.

3. You filed your claim in a timely manner.
4. The vehicle final sale price was under \$50,000.
5. You have not filed a Member Protection Pledge reimbursement request in the last 6 months.
6. Before altering, repairing, selling, or transferring the vehicle before a determination is made on your claim, you obtained the prior written consent of the General Manager of the Barakat Palace facility that auctioned or sold the vehicle.
7. You are able to provide the General Manager with any documentation to substantiate all purchase payments, and/or estimates for repair, related to your claim within 10 days of filing your claim.
10. You return the vehicle to Barakat Palace in the same condition received, except in the event your claim is that you never received the vehicle, or the vehicle was confiscated by law enforcement because it was reported as stolen prior to the time you purchased the vehicle.

Claims

You must submit your claim within the time frames set forth below. A vehicle will be deemed to have been “delivered” to you when either: 1) you, your agent, employee, or your transportation company removes the vehicle from Barakat Palace’s premises, or 2) at the time the vehicle is delivered to you if your vehicle is delivered to you by us or Barakat Palace’s subhauler as a result of a transportation order you submitted on Barakat Palace’s website.

Claim submission deadlines:

The year, make, and model are not correct as listed in Barakat Palace’s vehicle description. 24 hours after taking possession.

24 hours after delivery

The vehicle images do not represent the appearance of the exterior and interior of the vehicle at the time of purchase.

At time of delivery

The odometer reading for vehicles less than 10 years old is not accurately documented within 1,000 miles on vehicle ownership documents

24 hours after delivery

Valid legal ownership is not conveyed to you.

90 days after delivery

Vehicle’s title is branded, but the fact that the title is branded is not reflected in the vehicle description.

24 hours after delivery

Liens impair the vehicle title. 90 days after delivery If you pay Barakat Palace for a vehicle, but you did not receive the vehicle.

14 days after auction sale date

If the vehicle's running condition has not been accurately classified according to criteria for those programs.

14 days after auction sale date

Any claims made under the Member Protection Plan should be directed to the General Manager of the Barakat Palace facility where the vehicle was located at the time it was auctioned or sold by us. Submit all documentation (purchase receipts, repair estimates, etc.) requested by the General Manager. Any action taken by you during the investigation, without the General Manager's consent, that impairs Barakat Palace's ability or rights to mitigate any potential loss, will void your eligibility for reimbursement.

Barakat Palace will, in its sole discretion, determine whether you are eligible to participate in the program, whether a loss is of the type that qualifies for a Member Protection Plan Reimbursement, and the final amount of any reimbursement.

Miscellaneous

Member Protection Plan protection is secondary to any other avenue of recovery. As such, any recoveries reimbursed or credited to you by any third party will be deducted from your request for reimbursement to determine your final payment amount under the Member Protection Plan.

Any settlement or funds received from the seller of the vehicle will be deducted from any amounts that Barakat Palace may pay to you under the MPP program.

Barakat Palace may terminate the Member Protection Plan or modify these Terms and Conditions with or without notice to you. The terms of the Member Protection Plan specified on this page at the time that you purchased your vehicle will apply. It is your responsibility to periodically review these Terms and Conditions to ensure you are familiar with any changes and the then-current policies.

The Member Protection Plan does not protect purchases on any other Barakat Palace website.