

# BIDITUP AUCTIONS WORLDWIDE

&

# MAYNARDS INDUSTRIES USA LLC

## BIDDER'S BINDING CONTRACT

### DEFINITIONS:

**AGREEMENT** is defined as this BIDITUP AUCTIONS WORLDWIDE & MAYNARDS INDUSTRIES USA LLC BIDDER'S BINDING CONTRACT.

**AUCTIONEER** is defined as Industrial Assets Corp. doing business as Biditup Auctions Worldwide AND Maynards Industries USA LLC acting as the auctioneer of **LOTS**, seller of **LOTS**, and who may from time to time be the legal owner of **LOTS**.

**BIDDER** is defined as the individual, sole proprietor, limited partnership, partnership, limited liability company, corporation, trust, administrator, agent, executor, legal representative, assignee, successor in interest, trustee, trustor, officer, director, manager, or any and all other types or forms of business entities not specifically identified herein as well as the authorized signor on behalf of the business entity that enters into this **AGREEMENT** by signing this **AGREEMENT**. **BIDDER** by complying with the terms of this **AGREEMENT** shall be authorized by **AUCTIONEER**, at **AUCTIONEER'S** sole discretion, to bid on **LOTS**.

**BUYER PREMIUM** is defined as a percentage of the final bid that is added to the bid price. Example with 18% Buyers Premium: Bidder bids \$100.00. Bidder is invoiced \$118.00 plus applicable sales tax.

**LOTS** are defined as any items, of any type whatsoever, offered by **AUCTIONEER** to be bid upon by **BIDDERS** at the time of any auction or other sale conducted by **AUCTIONEER**.

**OWNER** is defined as any person or entity, of any type whatsoever, who is the legal owner of any items at the time that **AUCTIONEER** places said items into **LOTS** to be bid upon by **BIDDERS**.

THIS AUCTION WILL BE CONDUCTED PER THE TERMS AND CONDITIONS SET FORTH IN THIS **AGREEMENT** AND SUPERSEDED BY ALL OTHER PROVISIONS, AMENDMENTS, MODIFICATIONS AND ANNOUNCEMENTS ADDED BY AUCTIONEER AT ANYTIME PRIOR TO OR DURING THE AUCTION SALE AND/OR AS POSTED ON [WWW.BIDITUP.COM](http://WWW.BIDITUP.COM). BIDDER HEREBY AGREES AND ACKNOWLEDGES AUCTIONEER IS NOT RESPONSIBLE OR LIABLE FOR BIDDER'S ACKNOWLEDGMENT OF ANY SUCH ANNOUNCEMENTS AND BIDDER ASSUMES ALL RISKS AND LIABILITIES ONCE IT BIDS.

### BUYER BEWARE

**RESERVE; THIS AUCTION IS BEING CONDUCTED WITH RESERVE. THE AUCTIONEER RESERVES THE RIGHT IN ITS SOLE DISCRETION TO BID ON ANY AND ALL LOTS, IN SUCCESSION, BID AFTER BID, LOT AFTER LOT, AND IN BULK.**

**BIDDER AND BIDDER ALONE ACKNOWLEDGES THAT BIDDER IS RESPONSIBLE FOR INSPECTING LOTS TO SATISFY BIDDER AS TO LOTS CONDITION, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FOR ANY OTHER REASON BEFORE A BID IS MADE ON ANY LOTS BY BIDDER.**

ALL **LOTS** ARE SOLD ON “AS IS, WHERE IS” BASIS AND WITH ALL FAULTS WITHOUT EXCEPTION AND WITH REMOVAL FROM THE AUCTION PREMISES OR STORAGE SITE AT **BIDDER’S** SOLE RISK AND EXPENSE. **AUCTIONEER** MAKES NO REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY, DURABILITY, CAPABILITY, FUNCTION, PERFORMANCE, VALUE, FITNESS FOR A PARTICULAR PURPOSE, OR CONDITION OF THE **LOTS** BEING AUCTIONED OR THE **LOTS** SUITABILITY FOR ANY USE, PURPOSE, OR OTHERWISE. **AUCTIONEER** EXPRESSLY AND SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE **LOTS**.

**AUCTIONEER** makes no representations, warranties, promises, covenants or guarantees, expressed or implied, as to defects in, fitness for a specific purpose, or the completeness or accuracy of the description in any advertising of any **LOTS** being auctioned and is not responsible for any advertising discrepancies, descriptions, nomenclature or inaccuracies of any kind including but not limited to descriptions, age, year of manufacturer, model, make or otherwise **INCLUDING THE DESCRIPTION CONTAINED IN FINAL INVOICE**. **AUCTIONEER** shall not knowingly misrepresent the nature of any **LOTS** or **LOTS** to be sold at auction, including, but not limited to, age, authenticity, value, condition, or origin **INCLUDING THE DESCRIPTION CONTAINED IN THE FINAL INVOICE**. All descriptions, photographs, slide shows, advertising, lot catalogs, or any other source of information (oral or written) concerning the **LOTS** provided by **AUCTIONEER** or otherwise obtained by a **BIDDER** from a source other than **AUCTIONEER** are subject to additions deletions, changes, and modifications at any time prior to **AUCTIONEER** knocking down the **LOTS** or declaring the **LOTS** sold to **BIDDER INCLUDING THE DESCRIPTION CONTAINED IN THE FINAL INVOICE**. **BIDDER** expressly acknowledges and agrees that no sale of any **LOTS** may be invalidated by a **BIDDER** because of an unintentional error, inaccuracy, or other fault in any of the above described information **INCLUDING DESCRIPTION CONTAINED IN THE FINAL INVOICE**. **BIDDER** hereby expressly acknowledges and agrees that the above described information has been prepared for informational purposes only and shall not and may not be relied upon by **BIDDER** for any purpose, including (without limitation) accuracy, fitness for a specific purpose, or completeness **INCLUDING THE DESCRIPTION CONTAINED IN THE FINAL INVOICE**. By bidding, **BIDDER** represents, warrants, covenants and agrees that **BIDDER** is relying upon **BIDDER’S** own investigation, inspection, research, and analysis of the **LOTS** for which a bid has been submitted and is not in any way relying upon any of the above information provided by **AUCTIONEER** or any other third party **INCLUDING THE DESCRIPTION CONTAINED IN THE FINAL INVOICE**. **THE AUCTIONEER HAS NO OBLIGATION TO PROVIDE ANY PASSWORD, LICENSE, TECHNICAL SUPPORT, OR OTHER TECHNOLOGY-RELATED SERVICE, PRODUCT, OR THING ASSOCIATED WITH ANY LOT OR ITEM**.

**AUCTIONEER** encourages **BIDDER** to avail itself of the opportunity to make inspections prior to bidding and/or purchasing any **LOTS**. **BIDDER** hereby acknowledges that it has inspected, had the opportunity to inspect, and/or voluntarily waived the opportunity to inspect all of the **LOTS** upon which it will be bidding and/or purchases **INCLUDING THE DECIPTION CONTAINED IN THE FINAL INVOICE**.

Once **AUCTIONEER** knocks down the item or declares it sold to **BIDDER**, there are no credits, returns, exchanges, refunds or rebidding unless at **AUCTIONEER’S** sole discretion or a request for rebid is made directly to **AUCTIONEER** within five (5) minutes by **BIDDER** after the **LOTS** have been sold and **AUCTIONEER** acknowledges and accepts **BIDDER’S** request for a rebid. No claim will be considered for allowance or rescission of any sales based upon failure of the **LOTS** to correspond with any standard expected by **BIDDER INCLUDING THE DESCRIPTION CONTAINED IN THE FINAL INVOICE**.

**AUCTIONEER** shall have the right to make image and audio video recordings of the auction, to use the recordings and if deemed appropriate in **AUCTIONEER’S** sole discretion to make such image and video recordings public. **BIDDERS** hereby give their permission and consent by participating in the auction.

**AUCTIONEER** at its sole discretion may deny entry, registration or bidding at any time to any person or entity. **BIDDER** paddles and invoices are nontransferable. All bids made by the holder of the bid paddle are the responsibility of the **BIDDER**. All sales are final and there are no refunds, returns, credits, exchanges or rebids once **AUCTIONEER** knocks down the **LOTS** or declares **LOTS** sold to **BIDDER**.

**BIDDER** agrees a successful bid at auction constitutes a legally binding contract of sale and **AGREEMENT** is binding upon **BIDDER** for all amounts due and owing at the conclusion of bidding and/or time of invoice.

**BIDDER** hereby waives, releases, remises, acquits and forever discharges **AUCTIONEER**, and its respective employees, agents, or any other person acting on behalf of **AUCTIONEER**, of and from, any claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which **BIDDER** now has or which may arise in the future on account of or in any way arising out of or connected with any defects, latent or otherwise, the physical condition of any **LOTS** purchased, or any law, statute, or regulation applicable thereto. **BIDDER** shall indemnify and hold **AUCTIONEER**, and its respective employees, agents, or other persons acting on behalf of **AUCTIONEER** against any claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which the undersigned now has or which may arise in the future on the account of or in any way arising out of or connected with any defects, latent or otherwise, or the physical condition of any **LOTS** purchased or any law or regulation applicable thereto. **BIDDER** specifically waives the provisions of California Civil Code section 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."

In order to participate in the auction, all **BIDDERS** must provide **AUCTIONEER** a 25% deposit in cash, cashier's check, or company check accompanied by a bank letter of guarantee of unqualified payment to **AUCTIONEER**, or a wire transfer (with a wire transfer fee included) of **BIDDER'S** maximum expected spending inclusive of taxes and fees. **Credit cards are not acceptable form of payment and will not be accepted.** The final payment in full of **BIDDER'S** invoice must be received by **AUCTIONEER** within the first banking day 24 hours after the auction or **BIDDER** will be in default of **AGREEMENT**. **AUCTIONEER** will charge **BIDDERS** a taxable surcharge **BUYERS PREMIUM** on **AUCTIONEER'S** invoice to **BIDDER**. **BIDDER** shall provide proof satisfactory to **AUCTIONEER** of **BIDDER'S** entitlement to claim exemption from sales tax. **BIDDER'S** proof of any claimed tax exemption must be representative of the same industry as the **LOTS** purchased. In the absence of proof satisfactory to **AUCTIONEER**, **BIDDER** shall pay all taxes. **AUCTIONEER** is not responsible for any Department of Motor Vehicle fees, taxes, registration, licensing, penalties, smog certificate, or any other fees. Certain vehicles as announced and/or noted in the auction catalog or on **BIDDER'S** invoice will be sold "AS IS" with a Bill of Sale only. Each titled item will be charged a \$75 title transfer fee. If available to **AUCTIONEER**, titles will be sent to **BIDDER** approximately 7-30 business days after receipt of payment from **BIDDER** to **AUCTIONEER**. Sales tax on Motor Vehicles is the responsibility of **BIDDER** to be remitted to **BIDDER'S** appropriate state Department of Motor Vehicles. All vehicles are sold "AS IS, WHERE IS, WITH NO WARRANTIES EXPRESSED OR IMPLIED". It is the **BIDDER'S** responsibility to inspect the vehicle to verify accurate description, model, year, mileage, condition and any and all details pertaining to the vehicle. **AUCTIONEER** is not responsible for any inaccuracies regarding **LOTS** of any kind INCLUDING THE DESCRIPTIONS ON THE FINAL INVOICE..

**LOTS** are subject to cancellation and withdrawal from the auction without prior notice. **AUCTIONEER** reserves the right to augment this auction with **LOTS** from additional sellers. These additional **LOTS** may be interspersed and not specifically identified throughout the auction. **AUCTIONEER** shall regulate all matters relating to the conduct of the auction and **AUCTIONEER'S** decisions shall be final and binding on all **BIDDERS**. **AUCTIONEER** reserves the right to group, regroup, reduce, add to or delete **LOTS** as well as accept or reject any or all bids at **AUCTIONEER'S** sole and absolute discretion. **AUCTIONEER** reserves the right to offer any or all **LOTS** in bulk at any time during the auction at **AUCTIONEER'S** sole and absolute discretion. **AUCTIONEER** shall determine the bidding increments and **AUCTIONEER** reserves the right to bid on any **LOTS** at **AUCTIONEER'S** sole and absolute discretion.

**Changes in Circumstance:** All aspects of this auction are subject to change without notice. The **AUCTIONEER** reserves the right to – at any time and in the **AUCTIONEER'S** sole and absolute discretion – (a) add or remove items from the auction, (b) split or combine lots, (c) add minimum bids or reserve prices, (d) cancel, suspend, extend, or reschedule the sale of an individual item, lot, auction, and/or auction event, (e) make changes to the auction's closing, inspection, or removal times, or (f) take any other action the **AUCTIONEER** deems necessary to effect the fair conduct of this sale or protection of buyers', sellers', or other parties' interests. In the event a seller withdraws an item from this auction prior to the close of the auction, the **AUCTIONEER** may leave the item on the catalog and buy the item back on behalf of the seller to establish the **AUCTIONEER'S** earned commission and the buyer's premium due to the **AUCTIONEER'S** from the seller.

Immediately upon **AUCTIONEER** announcing sold or knock down by **AUCTIONEER**, **BIDDER** shall be the purchaser of the **LOTS** and thereafter the **LOTS** shall become the sole and absolute responsibility of **BIDDER**. **BIDDER** shall thereupon and thereafter assume all risk of loss (including but not limited to loss by way of theft or damage) and liability relating to the **LOTS**. **BIDDER** is advised to pre-arrange insurance coverage for **BIDDER'S** purchases as there will be no refunds for missing, lost, damaged or stolen **LOTS** unless and only at **AUCTIONEER'S** sole discretion. **AUCTIONEER** shall in no event be liable to **BIDDER** for any damages, costs, or fees associated with the non-delivery of any **LOTS** except for the return to **BIDDER** of the deposit or other sums paid for such non-delivered **LOTS**. The non-delivery period extends from the **AUCTIONEER'S** knock down until the conclusion of time allotted for **BIDDER'S** removal of **LOTS**. In no event shall the **AUCTIONEER'S** liability to **BIDDER** exceed the amount actually paid by **BIDDER** for the **LOTS**.

**BIDDER** HEREBY ACKNOWLEDGES AND AGREES THAT **AUCTIONEER** SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

Title to and possession of **LOTS** shall not pass to **BIDDER** until **AUCTIONEER** has received payment in full for all **LOTS** purchased by **BIDDER**. All **LOTS** and the entirety of **BIDDER'S** invoice require payment in full prior to **AUCTIONEER** releasing any **LOTS**. If all **LOTS** are not paid in full by **BIDDER** for any reason, and **BIDDER** has provided **AUCTIONEER** any monetary consideration, **AUCTIONEER** will retain all **LOTS** and any and all monetary consideration paid by **BIDDER** to mitigate **AUCTIONEER'S** financial damages caused by **BIDDER**. If after the subsequent mitigation amounts (if any) received by **AUCTIONEER** exceed the amount of **BIDDER'S** invoice and costs incurred by **AUCTIONEER** fees, **AUCTIONEER** will refund such amounts to **BIDDER** once determined by **AUCTIONEER** in **AUCTIONEER'S** sole discretion. **BIDDER** hereby agrees **LOTS** purchased at this auction will be invoiced in totality, although in some cases separately priced on the invoice, the total amount due **AUCTIONEER** of **BIDDER'S** invoice is deemed a single **AGREEMENT** in the event of a legal dispute.

If for any reason **BIDDER** fails to pay the full amount of **BIDDER'S** invoice within the first banking day (24 hours after the auction), and/or fails to remove all of **BIDDER'S** **LOTS** on or before the date posted on **BIDDER'S** invoice, and/or fails to comply with any other terms and conditions of this **AGREEMENT**, all **LOTS** on the **BIDDER'S** invoice will be considered abandoned and **AUCTIONEER** in **AUCTIONEER'S** sole discretion and without further notice to **BIDDER** may remove, dispose of, scrap, resell at public or private sale, any or all **LOTS**. **BIDDER** agrees to pay **AUCTIONEER**, as applicable, any monetary mitigation deficiency and costs as a result thereof, including all removal, rent, lay and hold over fees, and any other fees or costs associated with **AUCTIONEER'S** loss. **BIDDER** understands and acknowledges that there is sufficient consideration by both parties to perform, and that if payment in full is not made within the specific time outlined in this **AGREEMENT**, **BIDDER** agrees to be bound by a "consent judgment" and is in violation and in default of this **AGREEMENT**. By signing below **BIDDER** consents to the terms of a judgment entered against **BIDDER** and hereby waives **BIDDER'S** rights to any court proceeding. In addition, relating to such disposition of **LOTS**, together with all charges, including attorney's fees, arbitration fees, interest and any and all other expenses in connection with such disposition, plus a \$500.00 per diem administrative fee per **LOTS** until such **LOTS** are removed. **Bidder** agrees that **AUCTIONEER** may retain all deposits previously received and apply all such deposits to any deficiency without further notice to **BIDDER**. **BIDDER** agrees that "TIME IS OF THE ESSENCE" in regards to **AGREEMENT** regarding payment of **BIDDER'S** invoice and removal of **BIDDER'S** **LOTS**. For purposes of clarity, **BIDDER** further acknowledges and agrees **AUCTIONEER** will be monetarily damaged for the subsequent disposal of any **LOTS** for any reason and that **BIDDER** is responsible to pay **AUCTIONEER** for all of the above costs, damages, fees, any other such monetary mitigation deficits, damages known and unknown, and any and all other monies expended by **AUCTIONEER** to collect and enforce this **AGREEMENT**. Any and all monetary damages caused by **BIDDER'S** actions or lack of action regarding **LOTS** **AUCTIONEER** become the debt of **BIDDER**.

### **BINDING ARBITRATION CLAUSE**

ALL PARTIES TO THIS AGREEMENT HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL. **BIDDER** HEREBY GIVES UP ALL RIGHTS TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM **BIDDER** MAY HAVE AGAINST **AUCTIONEER** INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. ANY

CONTROVERSY OR CLAIM ARISING OUT OF CONTRACT, TORT, STATUTE OR OTHERWISE (INCLUDING THE INTERPRETATION OF THIS ARBITRATION CLAUSE, AND THE ARBITRABILITY OF THIS CLAIM OR DISPUTE) BETWEEN THE PARTIES HERETO AND/OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, OR CONSIGNORS, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., UNDER JAMS COMPREHENSIVE ARBITRATION RULES & PROCEDURES. THE NUMBER OF ARBITRATORS SHALL BE ONE (1). THE PARTIES AGREE THAT THEY SHALL EACH BE RESPONSIBLE FOR THEIR OWN ARBITRATION FEES AND COSTS UNTIL SUCH TIME AS THE ARBITRATOR AWARDS ARBITRATION COSTS TO THE PREVAILING PARTY. THE ARBITRATION SHALL BE HELD WITHIN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA. FEDERAL LAW AND CALIFORNIA LAW APPLY TO THIS **AGREEMENT**. IF ANY ACTION BASED ON THE PERFORMANCE, BREACH OR INTERPRETATION OF THIS **AGREEMENT** IS BROUGHT, THE PREVAILING PARTY IN SUCH ACTION AS DETERMINED BY THE ARBITRATOR SHALL BE ENTITLED TO RECOVER FROM THE LOSING PARTY ALL ACTUAL COSTS, EXPENSES OF ARBITRATION, AND ATTORNEY'S FEES. ANY AWARD OF THE ARBITRATOR SHALL BE IN WRITING AND WILL BE FINAL AND BINDING ON ALL PARTIES, SUBJECT TO ANY LIMITED RIGHT OF APPEAL UNDER THE FEDERAL ARBITRATION ACT. THE PARTIES RETAIN THE RIGHT TO SEEK REMEDIES IN SMALL CLAIMS COURT FOR DISPUTES OR CLAIMS WITHIN THAT COURT'S JURISDICTION, UNLESS SUCH ACTION IS TRANSFERRED, REMOVED OR APPEALED TO A DIFFERENT COURT. NEITHER PARTY WAIVES THE RIGHT TO ARBITRATE BY USING SELF-HELP REMEDIES, SUCH AS REPOSSESSION, OR BY FILING AN ACTION TO RECOVER THE **LOTS**, TO RECOVER A DEFICIENCY BALANCE, OR FOR INDIVIDUAL INJUNCTIVE RELIEF. IF ANY PART OF THIS ARBITRATION PROVISION, OTHER THAN WAIVERS OF CLASS ACTION RIGHTS, IS DEEMED OR FOUND TO BE UNENFORCEABLE FOR ANY REASON, THE REMAINDER SHALL REMAIN ENFORCEABLE. IF A WAIVER OF CLASS ACTION RIGHTS IS DEEMED OR FOUND TO BE UNENFORCEABLE FOR ANY REASON IN A CASE IN WHICH CLASS ACTION ALLEGATIONS HAVE BEEN MADE, THE REMAINDER OF THIS ARBITRATION PROVISION SHALL BE UNENFORCEABLE.

**AUCTIONEER** DOES NOT WARRANT AND HEREBY DISCLAIMS THAT THE FUNCTIONS, FEATURES OR CONTENT CONTAINED IN THE ONLINE OR WEBCAST BIDDING PLATFORM OR SOFTWARE, INCLUDING ANY THIRD-PARTY SOFTWARE, PRODUCTS OR OTHER MATERIALS USED IN CONNECTION WITH THE WEBSITE OR BIDDING WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. **AUCTIONEER** RESERVES THE RIGHT TO ACCEPT AND OR REJECT AND OR REMOVE ANY ELECTRONIC BIDS FOR ANY REASON AT ANY TIME IN **AUCTIONEER'S** ABSOLUTE AND SOLE DISCRETION. **BIDDER** AGREES ALL OF **BIDDER'S** ELECTRONIC BIDS ARE BINDING REGARDLESS OF ORDER AND OR TIME IN WHICH THE BIDS ARE ACCEPTED OR REJECTED.

**No Liability for Site Malfunction:** You understand that this auction is online-only, and so relies on devices, software, and programs that may malfunction without warning. You agree that the **Auctioneer** will not be liable for any error or inconvenience that may be the result of such a malfunction. You further understand and agree that the **Auctioneer** may void or suspend any sale, or resell any item if the **Auctioneer** determines a transaction to have been affected by any site malfunction or human error relating to the site. In no event will the Auction Host have any duty or responsibility to the bidder not directly related to the function of the site.

**Auctioneer** does not promise that the website, or any content, service, or feature of the website and/or any software or application of the website (collectively "Services") will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the Services will provide specific results. **Auctioneer** cannot guarantee the continuous operation of or access to its Services. Bid update and other notification functionality on the website may not occur in real time and is subject to delays beyond **Auctioneer's** control. You understand and agree that you are making use of the Services at your own risk and that the Services are delivered on an "as-is" and "as-available" basis. Accordingly, to the extent permitted by applicable law, Auctioneer disclaims all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. To the extent permitted by applicable law, **Auctioneer** is not liable, and you agree not to hold **Auctioneer** responsible, for any damages or losses (including but not limited to any special, indirect, incidental, or consequential

damages), resulting directly or indirectly from: (i) the content you provide (directly or indirectly) using the Services; (ii) your use of or your inability to use the Services; (iii) delays or disruptions in Services; (iv) viruses or other malicious software obtained by accessing or linking to Services; (v) glitches, bugs, errors, or inaccuracies of any kind in Services; and (vi) damage to your hardware device from the use of any Service. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you. You assume total responsibility for your use of the website, and your sole remedy against **Auctioneer** for dissatisfaction with the Services is to stop using the website or any such Services. Regardless of the previous paragraphs, if **Auctioneer** is found to be liable, **Auctioneer's** liability to you or to any third party is limited to the refund of your purchase price.

## **TERMS AND CONDITIONS FOR DISCONNECT AND REMOVAL**

As a courtesy only, **AUCTIONEER** may provide contact information for riggers, machinery movers or other service providers. **AUCTIONEER** is not affiliated with, nor shall **AUCTIONEER** be responsible or liable for the action of, any rigger, machinery mover or other service provider utilized by a **BIDDER** or **BIDDER'S** authorized representative. **AUCTIONEER** may require the use of one or more specific riggers, machinery movers or other service providers at the premises at which **LOTS** are located. Such a requirement does not constitute a guarantee or endorsement by **AUCTIONEER**.

All electrical disconnect, liquid removal, rigging, loading, broom cleaning, trash & debris removal, floor stud removal and transportation are the sole and absolute responsibility of **BIDDER**. **BIDDER** agrees to remove all of **BIDDER'S** purchased **LOTS** in full, with no abandonment privileges from the premises on or before the date on the **BIDDER'S** invoice.

No **LOTS**, no matter how small, may be removed while the auction is in progress. Representatives of **AUCTIONEER**, at **AUCTIONEER'S** sole discretion, may stay one hour after the auction is completed for the removal of small **LOTS**. In no event shall small **LOTS** remain at the auction site, or otherwise. All **LOTS** must be removed by 4:00 PM on the day following the auction.

**BIDDER** must present **AUCTIONEER'S** personnel with proof of valid worker's compensation insurance and a commercial general liability insurance certificate in a minimum amount of \$2,000,000.00 combined single limit per occurrence coverage naming **AUCTIONEER**, Landlord, and/or Property Owner as additional insured and provide proof of auto liability coverage.

If available at **AUCTIONEER'S** sole and absolute discretion, bridge cranes and hoists may be used by **BIDDER** if crane insurance is included on the above certificate and only with the written permission of the crane owner.

Should any pits, floor bolts or hazards of any type exist after removal of equipment, it is **BIDDER'S** responsibility, at **BIDDER'S** cost, to reasonably safe guard these areas using generally accepted safety practices, such as safety tapes, pipes or bars welded in place or suitable safety barriers acceptable to **AUCTIONEER**. All floor bolts and/or anchoring fasteners are to be cut flush to the floor and the area left broom clean and all debris removed. It is the responsibility of **BIDDER** to be sure that power to the **LOTS** is off and then to safely disconnect all electrical wiring and utility piping from the **LOTS** and to cap at the first electrical or air junction of the **LOTS**.

**LOTS** are to be staged for loading in the area assigned by **AUCTIONEER'S** personnel.

It is **BIDDER'S** responsibility to secure all safety equipment to meet all applicable government safety standards in using or removing any **LOTS** purchased. Certain **LOTS** may contain residual chemicals and/or hazardous materials. **Bidder** hereby agrees to indemnify and hold harmless **AUCTIONEER**, Landlord, and/or Property Owner from any and all damages, claims, liabilities from any injuries to persons, or damage to property of any type whatsoever caused by **BIDDER**, its agents, employees, or contractors during the sale, during the removal, use, or operation of the **LOTS** purchased. Any hydraulic fluid removal and/or oil leaks are **BIDDER'S** responsibility to remove and clean up. **BIDDER** takes full responsibility for compliance with all applicable Federal, State, and Local environmental laws, statutes, regulations, rules, and/or ordinances and

shall exercise reasonable care to ensure that there is no release to the environment of any hazardous wastes or substances as defined in applicable Federal, State, and Local laws, statues, regulations, rules, and/or ordinances.

**BIDDER** shall not allow any trucks to be left running in an enclosed building or structure.

**AUCTIONEER** is not liable for **BIDDER'S** personal belongings left on premises.

Any surface or structural damage to the premises including but not limited to the walls, ceilings, floors, overhead doors, gates and/or any other item(s), etc. are the **BIDDER'S** sole responsibility. **BIDDER** will not be permitted to leave with **LOTS** until all repairs are made to the premises.

Theft will not be tolerated, and **AUCTIONEER** reserves the right to inspect all trucks, toolboxes, rigger cases, and any and all other vessels within which **LOTS** could be placed prior to leaving the premises. Instances of theft will result in immediate termination of auction privileges, removal from the premises, and **AUCTIONEER** shall file the appropriate report with local law officials and seek prosecution thereof. **BIDDER** shall check all **LOTS** quantities prior to removal from the premises. No adjustments will be made after **LOTS** assets have been removed from the auction premises.

These terms and conditions together with any amendments or modifications, expressly made by **AUCTIONEER** at the time of the auction constitute all the terms and conditions with respect to the sale of items at this auction. There are no representations, warranties, terms, conditions, undertakings or collateral agreements accept as herein-above provided. The **LOTS** specific Owner is a third-party beneficiary to the terms and conditions of this **AGREEMENT** and is entitled to the rights and benefits hereunder, and may enforce the provisions hereof as if it were a signatory hereto.

Severability - If any provision of this **AGREEMENT** as applied to either party or to any circumstance shall be adjudged by a court to be void and unenforceable, the same shall in no way affect:

- (a) Any other provision of this **AGREEMENT**;
- (b) The application of such provision in any other circumstances;
- (c) The validity or enforceability of the **AGREEMENT** as a whole.

Binding on Successors - This **AGREEMENT** and the covenants and conditions contained herein shall apply to, be binding upon and inure to the administrators, executors, relatives of the parties, assignees, successors, agents and assigns of the parties hereto.

Construction - This **AGREEMENT** shall not be construed against the party preparing it, but shall be construed as if both parties jointly prepared this **AGREEMENT** and any uncertainty and ambiguity shall not be interpreted against any one party. This **AGREEMENT** is to be performed in Los Angeles County, State of California and is to be interpreted, enforced and governed by and under the laws of the State of California.

Time is of the Essence - Time is of the essence for the performance of each and every covenant and the satisfaction of each and every condition contained in this **AGREEMENT**.

Further Documents - The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate any of the provisions within this **AGREEMENT**.

**BIDDER** acknowledges that **BIDDER** has provided **AUCTIONEER** a signed check for which **BIDDER** is the authorized signatory for all purposes, without restriction, sufficient to pay this negotiable instrument upon demand. **BIDDER** authorizes **AUCTIONEER** to obtain **BIDDER'S** financial information from any source and complete the check as necessary for the amount of **BIDDER'S** invoice at the auction to be presented for payment. **BIDDER** agrees to pay all cost of collections including attorney's fees, to pay interest at the rate of

18%, unless prohibited by law, and in such case at the highest amount permitted by law from the date of issuance of the check if dishonored by a financial institution, to waive any requirement of presentment, to the exclusive jurisdiction of this Agreement for any dispute relating to this **AGREEMENT**. A credit instrument is identical to a personal check. Willfully drawing or passing a credit instrument knowing there are insufficient funds in an account upon which may be drawn, or with the intent to defraud, is a crime which may result in criminal prosecution.

**Suspension of BIDDER Privileges:** You understand and agree that any violation of these Terms and Conditions of this **AGREEMENT** may result in the **AUCTIONEER** suspending your online bidding privileges indefinitely. Nothing in this paragraph will limit the **AUCTIONEER'S** right to any other remedies at law or in equity.

**BIDDER, hereby expressly represents, warrants, covenants and agrees that BIDDER has received, read, fully understands, accepts and hereby acknowledges and agrees to be legally bound by all of the Terms & Conditions of this AGREEMENT as stated above and shall be bound by and comply in all respects with and shall be liable for breaches of the forgoing terms and conditions and further hereby agrees to abide by any and all posted notices and announcements made hereafter pertaining to the terms and conditions of this auction sale whether present or not by BIDDER'S ELECTRONIC ACCEPTANCE OR signature below.**