



INTERNET BIDDER'S REGISTRATION AGREEMENT PERSONAL PROPERTY AUCTION

TERMS AND CONDITIONS OF SALE

Read Carefully Prior to Bidding

The property in today's sale will be offered for sale by Auctioneer on behalf of the owners of the property, referred to as the "seller," and will be governed by the terms and conditions set forth herein (the "Agreement"). Auctioneer is the agent of the seller.

1. Bidder's Registration. All persons who wish to bid in the auction must register and obtain a unique Bidder number. To register, Bidder must provide all of the registration information requested, electronically sign the Agreement, and submit the form to Auctioneer. All bidders must be 18 years of age or older and completely provide the information requested. Auctioneer reserves the right to refuse to register or permit any person to bid at its sole discretion. Bidder may register for the auction by phone, e-mail, or Internet. In connection with such registration, Bidder will be required to provide a credit card number (Visa, Master Card, American Express, or Discover) for verification of an intent to bid. Please follow the instructions carefully to make sure that the registration process is complete and accepted. Invoices and correspondence relating to purchases will be sent according to the information on the Bidder's registration.

2. Registration Confirmation. Bidder will be e-mailed registration approval upon successful completion of the registration process. Registration for Internet bidding closes twenty four (24) hours prior to the auction. Bidder should register as early as possible to obtain information about the properties and increase the likelihood of being notified of any pertinent changes that take place prior to the auction. The bid number, authorization, and login information given to Bidder upon successfully registering to bid shall only be used by Bidder during the auction to bid on the property. The registration is not transferable or assignable. No one else may register for Bidder or participate on Bidder's behalf.

3. Payment. Payment in full (including the Buyer's Premium when applicable) must be paid in the form of cash, checks, money order, all major credit cards (if you have a question about whether a credit card is accepted please call Auctioneer before bidding), prior to the removal/delivery of any property purchased. Checks can take up to fourteen (14) days to clear. Auctioneer reserves the right to refuse credit card payments on any lot. Bidder shall pay the purchase price, the Buyer's Premium, shipping and handling charges (if any), plus any and all applicable taxes, unless such taxes are exempted by law (proof of exemption must be provided). Bidder must make payment within three (3) days after notification of the sale. Unclaimed lots will be offered by Auctioneer to the next highest bidder. Failure to fulfill Bidder's payment obligations will affect future bidding privileges.

4. Buyer's Premium. A Buyer's Premium may be charged in this sale. Please review the advertisement and information on the web site about the sale, incorporated herein, in order to determine whether a Buyer's Premium is charged and the applicable amount. The Buyer's Premium is an advertised percentage of the high bid or flat fee added to the high bid to determine the total contract price to be paid by Bidder. For example, if the high bid is \$100 and there is a ten percent (10%) buyer's premium, the premium will be \$10.00, for a total bid of \$110.00. This amount does not include shipping and any taxes that may also be due. Shipping and applicable taxes will be added to the total purchase price. The Buyer's Premium does not create any agency relationship between Bidder and Auctioneer. Auctioneer is the agent of the seller only.

5. Time of the Auction. The auction will start and close on the dates and times specified on Auctioneer's home page or other applicable website. The auction has ended when the web site indicates that the "The auction is closed."

6. Stop Payment/Insufficient Funds. Upon making payment for a lot(s), no stop payment of funds will be honored. Any stop payment order of a check, or giving a check which is returned marked "insufficient funds," shall be deemed by the parties to be prima facie evidence of fraud existing at the time the transaction was consummated and shall be construed by the parties as intent to defraud.

7. Acceptance of Terms. A bid placed by any person shall be conclusive proof that Bidder is acquainted with the terms and conditions of sale and agreed to be bound by such terms and conditions prior to placing any bid.

8. Representations and Warranties. All representations and/or warranties made, if any, are between Bidder and Seller. Auctioneer shall not be held responsible for the correctness of any representations and/or warranties of any kind with respect to the property. Auctioneer shall not be held responsible for any representations and/or genuineness of description of any property. **UNLESS OTHERWISE EXPRESSLY NOTED BY AUCTIONEER, ALL SALES ARE FINAL AND ALL PROPERTY IS SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS" – THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ON THE LOT OR LOTS. ANY AND ALL WARRANTIES (UNLESS EXPRESSLY NOTED OTHERWISE) ARE DISCLAIMED AND WAIVED BY BIDDER.**

9. Sales Final and Inspection of Lots. Bidder acknowledges that Bidder has been provided the opportunity to inspect (including reviewing pictures and asking questions about) the property before purchasing same. Bidder has or has not inspected the property at Bidder's sole discretion. **ALL SALES ARE FINAL**. Bidder is solely responsible for determining the condition of any property. For detailed Lot descriptions, Bidder must call the Auctioneer BEFORE the auction ends.

10. Reserve Auctions. Unless explicitly stated otherwise by Auctioneer, each lot is being sold with reserve as a reserve auction. This paragraph is applicable to all reserve auctions. Auctioneer and seller reserve the right to withdraw any property before and during the sale of such property. The seller also reserves the right to reject any and all bids for any reason. The reserve price may not be disclosed. All bids must be raised in reasonable increments and Auctioneer, at its sole and complete discretion, may reject a nominal bid advance. Auctioneer reserves the right to place bids on any lot (on behalf of the seller) up to the amount of the reserve. Auctioneer will not specifically identify bids placed on behalf of the seller.

11. Without Reserve Auctions. This paragraph only applies to lots expressly sold without reserve, otherwise known as an absolute auction. Auctioneer and seller reserve the right to and may withdraw any property or cancel the sale at any time prior to calling for bids at the beginning of the auction. After Auctioneer has started calling for bids, the property may be withdrawn if there are



no bids within a reasonable period of time. Once a bid has been made for the property, it may not be withdrawn.

12. Disputes between Bidders. In case of any dispute between bidders, Auctioneer, at Auctioneer's sole and complete discretion, may reopen the bidding pursuant to specific terms determined by Auctioneer between the two highest bidders only, until the property is sold. If a dispute arises after the sale of any lot, Auctioneer's records shall be deemed conclusive in all respects.

13. Bidding. It is the responsibility of Bidder to make sure that Auctioneer is aware of Bidder's bid. Auctioneer accepts telephone bids, e-mail bids, and Internet bids via the applicable web site. **AUCTIONEER DISCLAIMS ANY LIABILITY FOR DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL, RESULTING FROM BIDS NOT RECEIVED, EXECUTED, OR ACCEPTED. BIDDER ACKNOWLEDGES THAT AUCTIONEER DOES NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR THE WEBSITE(S) USED FOR INTERNET BIDDING. BIDDER ACKNOWLEDGES THAT THE AUCTIONEER MAY NOT HAVE ANY CONTROL OVER THE WEBSITE(S) AND CANNOT GUARANTEE ITS OPERATION OR PERFORMANCE. THERE ARE OCCASIONAL INTERRUPTIONS AND DELAYS RELATING TO THE USE OF THE INTERNET AND THE WEBSITE. FURTHERMORE, AUCTIONEER SHALL NOT BE HELD LIABLE (FOR LOST PROFITS OR SPECIAL DAMAGES) OR RESPONSIBLE FOR THE FUNCTION OF THE WEBSITE OR ITS INABILITY TO FUNCTION. BIDDER ACKNOWLEDGES THAT HARDWARE MALFUNCTIONS, SOFTWARE MALFUNCTIONS, VIRUSES, AND SIMILAR ISSUES DO OCCUR AND ARE BEYOND THE KNOWLEDGE, SCOPE, AND CONTROL OF AUCTIONEER. USE OF THE INTERNET BIDDING OPTION THROUGH ANY WEBSITE IS AT YOUR OWN RISK. TO ENSURE PROPER BIDDING, BIDDER SHOULD BE CAREFUL. AUCTIONEER DOES NOT GUARANTEE ITS WEB SITE'S USE OR FUNCTION.** Bidder should also be careful to bid on the correct lot and ensure that Bidder's bid is for the amount intended. Auctioneer is not responsible for errors in bidding.

14. Acceptance of Bids. Auctioneer may disqualify or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, made in violation of this Agreement, or any applicable law.

15. Jurisdiction. The website is administered by Auctioneer from its offices in the United States of America. Individuals must reside within the United States of America to register to bid online. Auctioneer will not accept bids from individuals who reside outside of the United States of America and its territories. If you access the website from a location outside of the United States of America and its territories, Bidder consents to exclusive and continuing jurisdiction in the United States of America and agrees to be bound by and comply with all applicable laws. Auctioneer reserves the right to deny any person for any reason permission or access to bid online.

16. Transfer of Title. When Auctioneer notifies Bidder that a specific lot is "SOLD" or identifies a winning bidder, title for that lot shall immediately pass to the successful bidder, who then and there assumes the full risk and responsibility for the property. All property shall be removed from the sale premises by Bidder at his/her/its own risk and expense, or shipping arrangements made, within the time period specified by Auctioneer, except as provided for herein.

17. Notification. The successful Bidder will be notified by telephone and/or e-mail within two (2) business days after the auction close.

18. Breach of Contract. If this Agreement, or any terms and conditions announced by Auctioneer, are not complied with, in addition to other remedies available to the seller by law, including without limitation, the right to hold the Bidder liable for the bid price,

Auctioneer and seller may: (1) publicly or privately resell the property, with the non-complying Bidder being held liable for the payment of any deficiency purchase price, plus all costs incurred; and/or (2) cancel the sale and retain as liquidated damages all payments made by the non-complying Bidder. Auctioneer's commissions, all incidental damages, expenses, court costs, costs of collection and/or attorneys' fees will be charged to and be the responsibility of the non-complying Bidder.

19. Memorandum of Sale. Bidder authorizes Auctioneer to execute any memorandum of sale on behalf of and in the name of Bidder, or in Auctioneer's own name, in connection with the purchase of any lot, in accordance with Bidder's bid.

20. Auctioneer Liability. Auctioneer acts solely as an agent for Seller and is not a party to any contract for the sale of any property offered by the Seller for sale and/or sold at this auction. **IN NO EVENT SHALL AUCTIONEER BE LIABLE TO BIDDER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AUCTION OR THE PERFORMANCE OR BREACH THEREOF. AUCTIONEER'S LIABILITY TO BIDDER SHALL IN NO EVENT EXCEED THE TOTAL OF THE PURCHASE PRICE, BIDDER'S PREMIUM, AND TAXES PAID BY BIDDER TO AUCTIONEER, REGARDLESS OF WHETHER BIDDER'S CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.**

21. Sale by Lots. All sales are to be per lot, unless otherwise provided by Auctioneer. Auctioneer reserves the right to include in the auction any lot and the right to withdrawal any lot prior to calling for bids at the beginning of the auction. Auctioneer may combine, subdivide, regroup or reorganize any Lots.

22. Severability. If any provision of this Agreement is declared or determined to be null, void, inoperative, illegal or invalid for any reason, the validity of the remaining parts, terms or provisions will not be affected thereby and they will retain their full force and affect, and said null, void, inoperative, illegal or invalid part, term or provision will not be deemed to be part of this Agreement.

23. Interpretation. Each party to this Agreement acknowledges that it has read, or has had the opportunity to read, the terms provided herein. The parties agree that this Agreement reflects the terms as agreed to by the parties hereto. In the event a term or terms is considered ambiguous, neither party hereto, nor their respective counsel, will be considered the draftsperson of this agreement for the purpose of causing the terms of this Agreement to be construed against a party hereto.

24. Applicable Law. The parties hereto acknowledge and agree that this Agreement is made and entered into in the State where the property is located, and will in all respects be interpreted, enforced and governed under the internal laws (and not the conflicts of laws) of said State. In the event that the parties hereto, or any one of them, litigate any actual or potential breach of this Agreement, the parties hereto stipulate and agree to exclusive and continuing venue for any such action will be in the federal or state courts of said State.

25. Rights not Transferable. All rights granted herein are personal and exclusive to the registered Bidder, and may not be assigned or transferred to another person or entity, by operation of law or otherwise. Any attempt to assign or transfer any such rights shall be void and unenforceable. No third party may rely on any benefit or right conferred herein or granted to any bidder.

26. Partial Payment. In the event that the Bidder pays only a portion of the purchase price for any or all lots purchased, Auctioneer shall apply the payment received to such lot or lots as Auctioneer, in its sole discretion, deems appropriate.