

ABC Auction & Appraisal Services

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TERMS AND CONDITIONS

1. The services provided by ABC Auction & Appraisal Services, a division of ABC Services Group, Inc., (“Auctioneer”) are governed by these Terms and Conditions. By participating in this auction, you consent to be bound by these Terms and Conditions as well as by any additional terms that may be imposed by the seller or announced at the auction.
2. Auctioneer may, in its sole discretion, deny any registration to any person or entity.
3. Acceptable payments are cash, cashier’s check and wire. US Currency only. NO EXCEPTION. Payee is ABC Auction & Appraisal Service, mailing address 13681 Newport Avenue, #8-609, Tustin, CA 92780. All bidding and invoicing will be in US Dollars (\$). ALL INVOICES MUST BE PAID BY THE TIME ANNOUNCED, OR THE DEPOSIT WILL BE FORFEITED TO AUCTIONEER.
4. **A \$3,500 cash refundable deposit is required to bid.**
5. There will be an 18% buyer’s premium for online purchases.
6. ALL SALES ARE FINAL, NO EXCEPTIONS. The condition of the merchandise being offered varies. Buyer understands and agrees: (1) that any description or sample of the merchandise given or furnished by Auctioneer is solely for identification and does not create any warranty, expressed or implied, that the merchandise conforms to such description or sample; (2) that all merchandise is purchased and accepted by Buyer “AS – WHERE IS”, “IN PLACE” and “WITH ALL FAULTS, KNOWN AND UNKNOWN”. ABC Auction & Appraisal Services MAKES NO WARRANTIES OR QUARENTES WHAT SO EVER WHETHER WRITTEN, ORAL OR IMPLIED AS TO QUALITY, QUANTITY, CONDITION, LOCATION, USEABILITY, SALEABILITY, WEIGHT, MEASUREMENT, YEAR MODEL, MECHANICAL CONDITION, PERFORMANCE, FITNESS FR A PARTICULAR PURPOSE OR OTHER SPECIFICATION. NO SALE SHALL BE INVINDICATED AND AUCTIONEER SHALL HAVE NO LIABILITY FOR A MISDESCRIPTION OF ANY ARTICLE OR LOSS WHETHER CONTAINED IN A CATALOG, ADVERTISEMENT OR OTHERWISE. Descriptions have been prepared for guide purposes only and shall not be relied upon by Buyer for accuracy or completeness. By submitting a bid, Buyer/Bidder affirms it has inspected all items or has waived its right to do so prior to bidding. Buyers shall be deemed to have relied entirely upon their own inspections and investigations.
7. Assets are intended to be sold without software, if any is applicable. If Seller’s software is included in an asset sale, notwithstanding the disclaimers set forth above, Auctioneer

makes no representations or warranties regarding the Buyer's right to use such software, as to the performance of the software, its non-infringement to otherwise. In such circumstances, Auctioneer recommends that Buyer contact the software manufacturer directly to resolve any issues.

8. Buyers will be charged all applicable sales taxes unless Buyer submits a satisfactory proof of exemption to Auctioneer. Proof must be provided PRIOR to removal of purchases. No taxes will be refunded once the purchasers have left the premises. Proof of exemption, subject to approval by Auctioneer, includes a valid Resellers Permit, State issued Letters of Exemption, Bills of Lading provided by shipper for Out of State shipments only, and any other documents as governed by applicable local, state, and federal laws deemed acceptable at Auctioneer's sole discretion. Taxes are calculated AFTER the buyer's premium.
9. All assets in the auction shall be sold to the highest bidder conforming to the bid process: provided, however, that some assets may be auctioned with minimum reserve prices, and/or subject to seller's right of confirmation. Auctioneer reserves the right to reject any bid that is only a minimal increase over the preceding bid, that is not commensurate with the value of the item being offered or that Auctioneer believes was made illegally or in bad faith. Further, Auctioneer, may bid at the auction either for its own account or on behalf of a third party. In the event of dispute among bidders, Auctioneer, may, in its sole discretion, wither accept what it deems to be the final bid or solicit further bids on the item in dispute. All sales are final. No returns or refunds will be permitted, unless authorized by the seller in writing.
10. Auctioneer reserves the right to sell articles by individual group lots and "En Bloc" as he deems appropriate. Auctioneer reserves the right to group, reduce, add, delete lots. Auctioneer reserves the right to sell on behalf of third parties, its own account or on the account of others. In the event there is a dispute between two or more claims of entitlement as the successful bidder, Auctioneer reserves the right to re-auction the item in dispute. Auctioneer shall regulate all matters relating to the conduct of the auction and his decision shall be final and binding on all bidders. Auctioneer shall be entitled to make changes in (the composition of) the lots or to withdraw them, up until the last moment before the sale, refuse bids without having to state the reason in which case the previous bidders shall be bound to their bids, and to correct himself. Auctioneer reserves the right to sell subject to reserve and to purchase for its own account or of others, whether by verbal or written proxy, all subject to prior sale. All sales shall be concluded on the fall of the hammer or as indicated by Auctioneer and no buyer may thereafter revoke his bid.
11. Any announcements made on the day of the auction take precedence over catalog or other previously announced or documented information, but do not alter in any way the basic terms and conditions of sale. ABC Auctions & Appraisal Services reserves the right to correct any mistakes or typographical errors made by itself or on its behalf in any of its announcements or documents.
12. By participating in an auction, each bidder represents, warrants and covenants that (i) it shall not misrepresent its ability to close the transaction pursuant to the terms and conditions of sale, (ii) it has the capacity to close the transaction, (iii) it has actual

authority to enter a bid, and to enter into an agreement to purchase the item, and (iv) and any bid it makes on an item constitutes an irrevocable offer to buy the item for the full amount of the bid.

13. Auctioneer may, in its discretion, offer the assets for sale by the piece or by the lot. In addition, Auctioneer may augment an auction with assets from various sellers. These assets may be interspersed throughout the auction. The seller has the right to remove assets from the auction either before or after bidding has completed. In the event of a removal after bidding has been completed, the purchaser's sole remedy shall be the refund of any purchase price paid.
14. Auctioneer will announce any additions to or deletions from the catalog on the day of the auction. Auctioneer and the seller assume no responsibility for, and make no representations or warranties concerning, descriptions of assets contained in marketing materials for the auction. It is the bidders' obligation to verify such description prior to the auction.
15. Neither Auctioneer nor seller shall be liable for any damages of any type or nature (whether in contract, tort or otherwise) sustained or claimed by any bidder or any other person or entity in connection with the auction. Without limiting for the foregoing, in no event shall Auctioneer's liability to any bidder for any act or omission occurring in connection with the auction exceed the amount that such bidder paid to Auctioneer as a deposit or as payment for a purchased item.
16. No checkout will be permitted during the auction sale. All invoices must be paid in full before any merchandise will be released from the premises. Unless Auctioneer determines otherwise at its sole discretion, checkout will begin on the day following the auction sale. Quantities must be checked before removal of purchases. No allowances will be made for claims or shortages once items are removed from the auction premises. Unless Auctioneer determines otherwise at its sole discretion, no item, no matter how small or how far the purchaser has to travel, may be removed until the close of the auction sale. Where available, documents of transfer, including motor vehicle ownership documents, will be provided within 30 days following the auction or as soon thereafter, as such documents are available. ABC Auction & Appraisal Services makes no warranties that such documents will be available. Any availability titles shall not pass to Buyer until full payment is received.
17. All property must be paid for and picked up in the time frames announced by Auctioneer at time of sale. If not, the merchandise will be deemed abandoned. The Buyer will lose right, title or interest Buyer may have acquired, and the merchandise shall revert and repossess to Auctioneer without further notice to Buyer. Buyer's deposit will be forfeited. No purchaser may assign, transfer, or dispose of his rights in any article purchased before he has paid the purchase price in full.
18. If any applicable conditions are not complied with by Buyer, in addition to any other remedies available to Auctioneer, including and without limitation, the right to hold Buyer liable for the total purchase price, Auctioneer may, at its option, (a) cancel the sale, retaining all payments made by Buyer, including any deposit made, as liquidate damages and/or (b) resell the merchandise at public auction or private sale in which event Buyer

will be liable for the cost of removing and reselling the abandoned merchandise, for any deficiency between Buyer's original purchase and subsequent sale resale price.

Auctioneer's commission, interest rates (a minimum of 1.5% per month or 18% per annum), legal fees, moving and storage (a minimum of \$2.00/ sq. ft. per month) and all other expenses related to the disposal or reselling of the abandoned property. In addition, Auctioneer may retain any merchandise purchased at auction by a defaulting Buyer as collateral security for Buyer's obligations to Auctioneer.

19. **Buyer is solely responsible to provide any personnel, equipment or materials needed to pick up purchases** and shall assume all responsibility for the removal of any item or property purchased at the sale and any and all risks associated with such removal including, without limitations, the responsibility for providing **licensed and bonded** professionals to ensure proper water, gas and/or power disconnection, disassembly, removal and loading and full financial responsibility for any damage or liability to persons or property resulting from any negligent act or omission of Buyer or Buyer's employees, agents and/or representatives during pick-up and removal.
20. Buyer agrees that in the event purchased merchandise contains any environmental hazards, toxic waste or other type of hazardous material in any form whatsoever, Buyer shall provide evidence that Buyer or its representatives are licensed for such removal and shall comply with all applicable local, state and/or federal rules, laws and regulations. Auctioneer, its agents or representatives will not be responsible for its containment, storage or removal.
21. Persons in attendance during the inspection, sale or removal of merchandise assume all risks of damage or loss to persons, property, or merchandise and shall exercise proper precautions at all times for the protection of persons and property and shall comply with all safety and health requirements as directed by Auctioneer, and local, state and federal regulations. Auctioneer, its agents, its employees and representatives shall not be liable by reason of any defect in or about the condition of the premises on which the auction is held. Buyer specifically releases Auctioneer, its agents and representatives from all liability thereof.
22. All risks of loss shall pass to Buyer at the time of payment. If Auctioneer is unable to deliver an article sold to Buyer due to fire, theft or any other reasons whatsoever, Auctioneer shall reimburse Buyer for all monies paid to Auctioneer in respect to the article and Auctioneer shall have no further liability to the purchaser arising from or relating to such loss, including without limitation any damages for loss of profits.
23. **In no event shall Auctioneer's liability to Buyer exceed the purchase price paid.** A buyer's claim shall be limited to the amount paid for the merchandise and shall not extend to any obligations: risk; liability; right; claim; remedy for loss of use, revenue or profit; liability of Buyer to any third party; personal injury; or any other direct, indirect, incidental or consequential damages. Auctioneer is acting as an agent only and is not responsible for its clients.
24. Buyer agrees to indemnify, defend and hold harmless Auctioneer, Seller and their agents and representatives, from any and all demands, claims, losses, damages and liabilities (including attorney's fees) asserted against, resulting to or imposed upon Auctioneer or

seller resulting from the negligence of Buyer or his/her employees, agents and representatives, while in, at or about the premises during inspection, sale or removal of merchandise.

25. ABC Auction & Appraisal Services, shall have the right to make image and audio video recordings of the auction, to use said recordings at its own discretion, and if deemed appropriate to make them public. Participants give their permission by participating in the auction.
26. The bidder's paddle is nontransferable. All bids made by the holder of the paddle will be Buyer's responsibility. A successful bid at auction constitutes a legally binding contract of sale. Auctioneer reserves the right to refuse any applicant the privilege of bidding or attending the auction and may revoke such privilege of bidding or attending the auction and may revoke such privilege of bidding or attending the auction AT ANY TIME.
27. This sale transaction shall be governed by and construed in accordance with local laws of the State of California, USA. If any provision of these Terms and Conditions shall be held invalid, illegal, unenforceable or inoperative, the balance of Terms and Conditions shall remain in full force and affect as if such provisions had not been included. These Terms and Conditions 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 sales of assets at this auction. There are no representations, warranties, terms, conditions, undertakings or collateral agreements except as herein provided.
28. Bidders acknowledge that an auction site or the seller's site is a potentially dangerous place. Flammable, noxious, corrosive and pressurized substances may be present. Heavy equipment may be operated, and electrical circuits may be live. Every person enters such site at his or her own risk with notice of the condition of the premises and the activities that will be or have been conducted on the premises. Bidders shall so advise their agents and employees. No person shall have any claim against Auctioneer, the Seller or their respective agents or employees for any injuries sustained or for damages to or loss of property that may occur at such site.
29. It is the buyer's sole responsibility to meet all governmental safety and environmental standards in removing, shipping and using purchased items. Certain of the items for sale may contain "hazardous substances" as that term is defined under federal, state or local environment laws and regulations. Auctioneer has no duty to remove any hazardous substances that are contained in or are a part of any item. Buyers agree to defend (by counsel satisfactory to Auctioneer) and indemnify Auctioneer and Seller and hold Auctioneer and Seller harmless from and against any claim, demand, cause of action, liability, or expense (including attorney's fee's and costs) asserted against or incurred by Auctioneer or Seller in connection with the sale, removal, shipment or use of any purchased items.
30. Buyers agree to comply with all US export control and related laws and acknowledge that Auctioneer is not the exporter of any purchased item. Certain items offered for sale at the auction may constitute "Restricted Technology". Under federal law, such items may not be shipped outside of the United States. Auctioneer makes no representation or warranty

concerning and has conducted no investigations to ascertain which items, if any, constitute Restricted Technology.

31. Seller reserves the right to cancel any sale at any time.
32. All Registered Buyers acknowledge and accept the above Terms and Conditions by participating in this auction.

ALL SALES ARE FINAL! NO REFUNDS OR EXCHANGES!

ALL INVOICES PAID IN FULL BEFORE REMOVING ITEMS