

## TERMS & CONDITIONS

TERMS AND CONDITIONS OF ON-LINE AUCTION SALES CONDUCTED, HOSTED OR OTHERWISE ADMINISTERED BY COLLAR CITY AUCTIONS REALTY & MGMT., INC. ("AUCTIONEER" OR "AUCTION COMPANY") EITHER THROUGH AUCTIONEER'S WEB SITE WWW.COLLARCITYAUCTIONS.COM OR ANY OTHER WEB SITE DESIGNATED BY AUCTIONEER FOR THE PURPOSE OF CONDUCTING AN ON-LINE AUCTION.

ALL REAL ESTATE BIDS ARE SUBJECT TO SELLER APPROVAL WITHIN 24-HOURS POST AUCTION CLOSING. THE SELLER RESERVES THE RIGHT TO ACCEPT THE HIGH BID EVEN IF THE RESERVE HAS NOT BEEN MET. IT IS YOUR RESPONSIBILITY TO CONTACT OUR OFFICE IF YOU DO NOT RECEIVE AN INVOICE. (SEE LOT ONE FOR DETAILS)

PERSONAL PROPERTY: YOU WILL RECEIVE AN INVOICE VIA EMAIL WITHIN APPROXIMATELY 24-HOURS AFTER THE AUCTION IS COMPLETED. IT IS YOUR RESPONSIBILITY TO CONTACT OUR OFFICE IF YOU DO NOT RECEIVE AN INVOICE.

REMOVAL: SEE INDIVIDUAL LOTS.

INSPECTION: SEE INDIVIDUAL LOT DESCRIPTIONS.

SHIPPING AVAILABLE FOR THIS AUCTION.

FULL PAYMENT MUST BE RECEIVED WITHIN 3-Days Post Auction.

A Buyer's Premium Scale PER ITEM will be assessed based on the following, which will be added to the high bid price. (This is in addition to your bid price).

\$0 - \$50,000 = 18% BP

\$50,001-\$75,000 = 17% BP

\$75,001-\$99,999 = 16% BP

\$100,000 and Up = 15% BP

Buyer's that do not pay on time shall be assessed an 15% late fee in addition to initial total amount due.

Please be sure to read additional Auction Terms on [www.collarcityauctions.com](http://www.collarcityauctions.com)

Online Bidder Fees: 1. Notice: Please read these terms and conditions thoroughly prior to registration. By clicking the 'submit' button all bidders and other persons participating in auctioneer's on-line auctions agree that they read, write, speak and clearly understand the English language and have read these terms and conditions and have full knowledge of these online terms and conditions and unconditionally agree to perform and be bound thereby without reservation.

2. Identification: All purchasers are required to give full name (First, Middle Initial and Last), company name, address, current phone number, fax number, cell phone or secondary contact number, accurate email address, VALID credit or debit card information and VALID banking information when required. Your credit card will be charged \$2.00 HOLD and RELEASE to verify the card is valid before being approved to bid. This is NOT AN ACTUAL CHARGE and there is NO COST TO REGISTER to participate in our online auctions.

3. Anyone under the age of 21, or who for whatever reason are unable to enter into legally binding contracts, are prohibited from using our online auction or participating in any on-line auctions hosted by Auction Company.

4. Read these terms of sale carefully. By participating in the auction you agree to these terms and make representations as set forth herein. These terms are legally binding and if you violate any of them, Auction Company, or the seller may seek legal relief, including but not limited to reporting your conduct to appropriate law enforcement entities. Please note that these terms include an agreement by which you wholly indemnify seller and auctioneer.

5. TERMS OF SALE - APPLICABLE TO ALL BIDS/SALES: a. All deposits, bidding and invoicing will be in U.S. dollars (\$) only.

b. When required by Auction Company, all bidders will be required to tender a deposit or credit card authorization in order to register to bid. No bidders will be registered without tendering said deposit or credit card authorization. The amount of deposit will be set by auctioneer on a case-by-case basis and will be posted on auctioneer's web site and/or shown herein. Deposits may be made by cash, certified funds, wire transfer, or credit/debit card (with sufficient available credit) only. Auctioneer will post the requirements for each auction and/or each item or parcel on auctioneer's web site and/or herein. Personal checks and company checks will not be accepted. If Bidder elects to pay the down payment by wire transfer, a nonrefundable wire transfer reimbursement fee of \$35.00 is required if Bidder resides in the United States, or \$65.00 if Bidder resides outside the United States. This nonrefundable fee is to defray Collar City's costs and expenses of processing the wire transfer payments. In no event shall any wire transfer fees be reimbursed.

c. Once your online bid is submitted, you have entered into a binding contract with Auction Company and the Seller and you are unconditionally obligated to pay for your winning bid(s). Bidders must have adequate financial resources to fulfill bid commitments. By bidding, you are agreeing to be held personally liable for the bid amount, buyer's premium, and any other fees or applicable taxes, whether or not the item description specifies the fees, taxes or assessments that may be applicable to the purchase of the item or property.

d. Winning bidders who fail to pay for their bids (for whatever reason) will be assessed a penalty fee equal to 15 % of the total outstanding invoice(s) or flat \$500.00 whichever is greater. This fee or monies available on credit card will be charged to the credit/debit card that was used to register with the Auction Company or any monies deposited by bidder with the Auction Company prior to the auction. Plus forfeit any monies already on deposit. The bidder may be barred from future auctions conducted by the Auction Company. By using this on-line auction service, you agree that any dispute concerning the auction, any bid, use of the online auction service, or goods or property purchased through this on-line auction shall be governed by the TERMS & CONDITIONS AS SETFORTH HEREIN AND ADDITIONAL TERMS ANNOUNCED AUCTION DAY and without giving effect to any choice or conflict of law provision or rule whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York, and that you consent to personal jurisdiction over you in New York State, and that the exclusive locale and venue for any such claim, dispute or legal action shall be the New York State Supreme Court, County of Schenectady or at the option of Auction Company, in any Federal court of competent jurisdiction or any courts located in the county in which the Property is located. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought.

Bidder agrees that bidder will not bring any action or proceeding arising out of or relating to this agreement in any other court. If bidder commences a claim or legal action in any jurisdiction or before any tribunal other than New York State Supreme Court, Schenectady County you hereby expressly agree to be liable for all attorney's fees, court costs, disbursements and the like incurred by Auction Company in connection with obtaining a dismissal and/or transfer of the matter. If you fail to pay for your winning bid, including the buyer's premium, additional fees or administrative fees, or any portion thereof, then you shall be liable for all attorney's fees, court costs, time and disbursements incurred by Collar City Auctions Realty & Mgmt., Inc. in attempting to collect the amounts due. In all other respects, attorney's fees, disbursements, and court costs associated with any claim, dispute or legal action between the parties to this agreement shall not be recoverable by one party against the other.

e. All sales are final. Once your bid is accepted as the high bid, no refunds, exchanges, or credits will be issued for any reason whatsoever. Your lack of a thorough inspection or lack of announced description changes are not the problem of the Auction Company.

f. Any bidders having submitted a deposit with Auction Company, but not winning any bid in the auction, will be entitled to a full refund (less any non-refundable fees or wire transfer fees if applicable). Auction Company will use its best efforts to make such refunds to non-winning bidders on the next business day following the auction. Upon return of the deposit check or wire funds, this agreement shall automatically terminate, and Bidder and Auction Company shall be deemed to have released each other from all obligations hereunder as if this agreement was never executed, and Bidder shall not have nor make any claims to the Property or against Auction Company or any Sellers having participated in the auction.

g. Anyone outside of the continental United States will be required to supply Auction Company with complete Name, Company Name, Mailing Address, Country of Origin and agree to wire transfer a minimum deposit of \$5,000 US Funds. All deposits must be received no later than 48 hours before the completion of the sale.

h. Sales tax: Tax exempt purchaser's: MUST complete a New York State ST-120 or ST-125 Form Available on the online auction and return to our office via fax: 518-895-8152 or email: [reception@collarcityauctions.com](mailto:reception@collarcityauctions.com) PRIOR TO THE AUCTION ENDING or be subject to applicable sales taxes. We will not make any exceptions. Send the form as required or pay the sales tax. Please do not send in AFTER AUCTION CLOSES and expect us to revise all of our completed records because you did not read this when registering, during bidding, in the lot description and now. However, we will be happy to revise your invoice after the deadline for a \$75.00 fee and will make revision once the revision fee has been received in full.

i. Bankruptcy: If at any time prior to payment in full, purchaser files a petition in bankruptcy or for other similar protection from creditors, or an involuntary petition in bankruptcy or other similar proceeding is filed against purchaser, then, at the option of the auctioneer, the sale may be voided with the seller and Auction Company reserving all rights to pursue collection of any deficiency or loss.

j. Additional terms and conditions: The auctioneer may add other terms and conditions of sale, such additional terms and conditions to be announced prior to or during the auction as necessary.

k. Indemnification: Purchaser agrees to indemnify and hold Auction Company, its principals, agents, staff and the seller harmless from and against all claims and liabilities relating to the condition or use of the articles purchased or

failure of user to follow instructions, warnings or recommendations of the manufacturer, or to comply with Federal, state and local laws applicable to such articles, including OSHA requirements, or for proximate or consequential damages, costs or legal expenses arising there from.

I. Claims: No claims will be allowed once bidder becomes winning bidder.

Purchase immediately becomes the sole and exclusive responsibility of the "bidder as purchaser" and relieves Auction Company, its principals, and agents of any and all liabilities that may arise from damage, theft or loss prior to removal of goods from premises.

m. Responsibility for non-delivery: Auctioneer shall not, in any event, be liable for non-delivery of any matter or thing, to any purchaser of any lot.

n. Compliance with terms of sale-failure to remove items: In default of payment of bills in full within the time therein specified, the auctioneer in addition to all other remedies allowed by law may retain all monies received as deposit or payment or otherwise, not as a penalty, but as liquidated damages. Lots not paid for and removed within the time allowed may be resold at public or private sale without further notice, and any deficiency, together with all expenses and charges of re-sale, collection and associated expenses, including, but not limited to attorney's fees will be charged to the defaulting purchaser. Bidder as purchaser unconditionally authorizes Auction Company to charge these fees to Credit/Debit Card on file without recourse and agrees not to dispute or reject any charge backs.

o. Risk to person and property: Persons attending during exhibition, inspection or removal of goods assume all risks of damage of or loss to person and property and specifically release the Auction Company, its principals and agents from liability herefore. Neither the auctioneer nor his principal shall be liable by reason of any defect in or condition of the items on which the sale is based.

p. Addition to or withdrawal from sale: The auctioneer reserves the right to withdraw from sale any of the property listed or to sell at this sale property not listed, and also reserves the right to group one or more lots into one or more selling lots or to subdivide into two or more selling lots. Whenever the best interest of the seller will be served, the auctioneer reserves the right to sell all the property listed, in bulk.

q. Dispute between bidders: If any dispute arises between two or more bidders, the auctioneer may decide the same or put the lot up for sale again at once, and resell to the highest bidder. The auctioneer's decision shall be final and absolute.

r. Reserve: The auctioneer reserves the right to reject any and all bids. On lots upon which there is a reserve, the auctioneer shall have the right to bid on behalf of the seller.

s. Records: The record of sale kept by the auctioneer and bookkeeper will be taken as final in the event of any dispute.

t. Agency: The auctioneer is acting as agent between the seller/consignor and bidder as purchaser, only and is not responsible for the acts of their or its principals, acts of the seller, seller's agents. Buyer unconditionally acknowledges that the purchase transaction is taking place solely between the seller and the purchaser and the Auction Company, its principals and agents are strictly acting in the capacity of the seller's agent.

u. Conduct of Strictly Online Auction: We use dynamic ending times for all on-line auctions. On-line auction ending times will be extended by two-minute intervals if bids are placed during the last minute of the scheduled auction ending time. Such extension of the ending time of the auction will continue, in two-minute intervals, as long as active bidding continues. Once there are 120 seconds without any bidding, no further extensions will be given and the auction will end. This does not apply to Live Simulcast Auctions.

v. Vehicle Transfer Documents: Bidder as Purchaser agrees to accept the paperwork advertised and provided to Auction Company by Seller. It is the bidder's responsibility to verify marketability of title and or liens and encumbrances prior to submitting a bid. Please contact Auction Company with any questions prior to bidding.

w. Limitations of Liability: For any reason whatsoever, an item purchased cannot be delivered, the buyer waives liability on the part of Auction Company and further agrees that any obligation of said item is limited to the bid and paid for price of item. Persons attending the auction preview, sale, or removal assume all risks of damage of or loss to person and property and specifically release and indemnify Auction Company and sellers from liability.

Auction Company and/or seller shall not be liable by reason of any defect in or condition of the premises in which the sale is held. x. Vehicles: Auction Company is not responsible for any penalties on past-due registrations, over the road taxes or smog compliance certificates. It is the bidder's sole responsibility to check all vehicles for plates/tags, smog devices, and/or any defects.

**CREDIT CARD AGREEMENT** By completing the registration, participating and registering and entering any bid, it is expressly agreed by the Bidder and Collar City Auctions Realty & Mgmt, Inc. ("Collar City Auctions") that once Bidder is selected by Collar City Auctions in its sole discretion as the high bidder in any auction, all auction purchases by Bidder shall be subject to the following credit card terms and conditions:

1. I, unconditionally agree, authorize and grant permission to the Merchant (Collar City Auctions) to charge my card for any down payment and buyer's premium monies and or my purchased property in full, even in the event, I dispute my purchases. I also agree that the Merchants determination of winning bidders shall govern this transaction without recourse. Storage charges shall accrue from date of auction at \$85.00 per day for vehicles and \$25.00 per day per item for tangible purchases not removed within specified removal terms.

2. All sales are final without recourse of any kind now or in the future.

3. All items are sold by Collar City Auctions and purchased by Bidder in "as is" condition at time of sale with absolutely no warranty of any kind.

4. No Refunds.

5. No Credits.

6. No Adjustments.

7. No Charge Backs.

8. I hereby unconditionally authorize all charges made by Collar City Auctions to the credit card provided for any item or items I bid on and am determined by Collar City Auctions, in its sole discretion, to be the high bidder now or at any time in the future and I hereby unconditionally agree not to dispute or attempt to disclaim any such charges whether part or full made by Collar City Auctions pursuant to this Credit Card Agreement.

9. I acknowledge and understand that charges on my Credit Card Statement made pursuant to this Credit Card Agreement may contain the name "Collar City Auctions" on it.

10. I agree and acknowledge that I, the undersigned Bidder, have read and understand this Credit Card Agreement and that I understand, write, speak and read the English Language. I further authorize Collar City Auctions to charge the credit card for any and all charges permitted under this Credit Card Agreement, the Terms and Conditions of Auction Sale, and any other forms, terms of sale, or agreements between myself or my company as Bidder and Collar City Auctions.

11. I acknowledge that the buyer's premium of 18% will be charged in addition to my bid price, plus applicable sales taxes.

12. See Terms and Conditions of Auction Sale for additional terms and conditions. I hereby acknowledge my receipt and understanding of the Terms and Conditions of Auction Sale.

13. The undersigned Bidder expressly agrees to be fully and unconditionally bound by all terms and conditions, the bidder contract, and ALL other auction terms as may be applicable. I also unconditionally agree to be responsible for ALL COLLECTION COSTS ASSOCIATED WITH MY DEFAULT OF ANY TERMS OF THIS TRANSACTION, INCLUDING ALL ATTORNEY, COLLECTION AND COURT FEES.

**6. TERMS OF SALE - NON-REAL ESTATE ITEMS (EXCLUDING FIREARMS):** a. Payment in full for all winning bids on non-real estate items must be made not later than 3-days post auction. Time is of the essence. All payments shall be by MC, Visa, Discover or Debit Card. No American Express, Cash, Wire Transfer only.

All bidding, invoicing, and payments will be in U.S. dollars (\$) only. Full payment within 3-Days Post Auction by Cash, M/C, Visa, Discover, Debit Card. See Web Site for Additional Terms and Sample Bank Letter.

b. All purchases, excluding firearms, must be removed not later than scheduled removal period, unless being shipped, when applicable. No lot can be removed unless full payment has been received by Auction Company and a "paid" receipt issued. Removal shall be at the sole expense, risk and liability of the purchaser. Purchases may be removed only on presentation of "paid" receipt. Auctioneer shall not be responsible for goods not removed within the time allowed, but shall have the option at its sole discretion to remove and/or store said goods and the costs associated therewith shall be charged to the winning bidder. Auction Company not responsible for rigging, packaging, damages, assistance with loading, or shipping of any purchased items.

c. Conditions of articles sold: The auctioneer shall not be responsible for the correct description, genuineness, authenticity of, or defect in any lot, and makes no warranty in connection therewith. No sale shall be set aside nor

allowance made on account of any incorrectness, error in cataloging, or any imperfection not noted. No deduction will be allowed on damaged articles.

All articles are available for inspection prior to the auction as noted, and are sold "as is" and without recourse.

Articles are not warranted as to merchantability or fitness for any particular purpose, and no claim may be made by purchaser relating to the condition or use of articles purchased, or for proximate or consequential damages arising there from.

d. Safety devices: Articles purchased may not incorporate approved activating mechanisms, operating safety devices or safety guards, as required by OSHA or otherwise.

It is purchaser's responsibility that articles purchased are so equipped and safeguarded to meet OSHA and any other requirements before placing such articles into operation.

e. Sale by estimated weight, count or measure: Where items are sold by estimated weight, count or measure, the purchaser will be billed for and required to pay for the estimated weight, count or measure as listed when sold.

7. TERMS OF SALE - FIREARMS (When Applicable) In addition to all other terms herein:

a. Payment in full for all winning bids on firearms must be made no later than 3-business days Post Auction. Time is of the essence. All payments shall be by cash, wire transfer, or certified funds payable to "Collar City Auctions Realty & Management, Inc." All bidding, invoicing, and payments will be in U.S. dollars (\$) only.

b. All firearms sales are subject to all applicable laws, rules and regulations, including the requirements of the Federal Bureau of Alcohol, Tobacco, Firearms and Explosives. Firearms dealers participating in any on-line auction service of Auction Company must be Federal Firearms Licensees (FFL) and file proof of valid licensure with Auction Company via email at [service@collarcityauctions.com](mailto:service@collarcityauctions.com) or via facsimile 518-895-8152 prior to bidding. Pursuant to the Brady Handgun Violence Prevention Act of 1993, all winning bidders of firearms will be subject to the Federal Bureau of Investigation's National Instant Background Check System (NICS) approval at the time of purchase. Do not bid if you will not pass the NICS check. If you fail the NICS check, you will be disqualified as a bidder on any firearms and your bid will automatically be rejected. In such a case, the firearm may be sold to the next highest bidder, to a third-party, or returned to the seller, in the sole discretion of the Auction Company. No refunds of any kind will be given for failure to pass the NICS check. Firearms may be shipped to an FFL of your choice after full payment, including shipping and handling charges have been received by the Auction Company. Otherwise, bidder, as purchaser shall pick up firearms at the office of the Auctioneer provided purchaser is a New York State Resident. New York Residents must have a valid New York State Pistol Permit to Bid on Handguns.

8. TERMS OF SALE - REAL ESTATE: (When Applicable) a. Anyone outside of the continental United States bidding on real estate must submit a minimum deposit of \$10,000 (US Funds Only) which will allow them to bid.

Deposit must be delivered to the Auction Company via wire transfer no later than 48 hours before the auction sale.

b. All prospective bidders are strongly urged to perform their own independent due diligence for each parcel of real property they are considering bidding on and to engage counsel of their own choosing and to obtain and examine a title report regarding all real property bidder intends to bid on during the on-line auction. Seller and auctioneer make no warranties or representations, expressed or implied, written or oral, with respect to the state of title of any of the real properties.

c. If you are determined by the Auctioneer to be the winning bidder on a property, your specified deposit will be immediately applied and credited to down payment. In addition, an additional mandatory buyer's premium (add-on to bid price) at "knockdown" auction day in cash, certified bank check payable to buyer. Balance of buyer's premium due on, or before end of next business day at 5:00 PM EST at the office of the auctioneer, "time being of essence". There shall be a \$100 per day late fee for failure to pay the full buyer's premium by the deadline and shall continue to accrue until full buyer's premium has been received. Failure to pay buyer's premium in full within 48 hours of payment deadline may, at the election of the Auction Company and/or Seller, result in bid being voided and property may be sold to back-up bidder or other 3rd party or removed from the auction, in the sole discretion of the auctioneer. Balance of purchase price must be paid at closing on or before advertised/posted closing date. All payments must be in the form of a wire transfer, certified bank check made payable to buyer, or cash. Wire transfer fees shall be paid by the purchaser. This is a cash sale and is not contingent on the buyer's ability to obtain financing. By bidding, bidder is making an irrevocable offer to purchase. Deposits paid or other amounts paid by bidder are not considered an "option" payment. You are agreeing to consummate the purchase when you place your bid for the property. If you are not certain that you want to purchase the property, do not bid on it. If you have not inspected the property and desire to do so before purchasing the property, do not bid on the property.

If you are the winning bidder, no refunds or credits will be given due to property not meeting bidder's expectations or

for any other reason.

d. The deposit/down payment will be considered an earnest money deposit for the property and will not be refunded under any circumstances. Buyer's premium will not be refunded under any circumstances. If you have provided a cashier's check or a personal or company check for your earnest money which has been returned for any reason, including but not limited to, being declared "NSF", being drawn on a closed account, being fraudulent, or having a stop order placed on it, you are not eligible to participate in any bids and may not participate in any auctions conducted by auctioneer. If despite this notice you appear at the auction or submit a bid online, your bids will be disregarded and the other bidders will be informed that you are not eligible to participate in the auction and to disregard your bids.

e. Successful bidders must have adequate financial resources to fulfill bid commitments. If you successfully bid on real property, you contract to purchase the property for the bid amount. By placing a bid on real property in the auction you are representing to auctioneer and the seller that you have adequate cash or financing in place to purchase the property at the bid price and pay all associated costs, fees, etc., that you have performed adequate due diligence with regard to the property or expressly waive the right to do so. By participating in the auction, you acknowledge that auctioneer and the seller are relying on your representation of sufficient funding. You further acknowledge by your participation in the auction that auctioneer and the seller will be injured if you are unable to close for any reason, including losses associated with marketing and conducting the auction.

f. The successful bidder of real property shall immediately execute a non-contingent "Auction Real Estate Purchase Contract" for each property on which the bidder is successful as declared by the auctioneer. Copies of the "Auction Real Estate Purchase Contract" are available for review prior to the auction at the auction information office or by calling the auctioneers.

g. Special note: A buyer's premium fee, as specified, will be added to the final bid amount on each parcel of real property sold. The bid amount plus the buyer's premium and administrative fees, if any, equals the final purchase price.

h. Closing: All properties must close on or before advertised/posted date unless otherwise agreed to in writing by the auctioneer. Seller shall pay all current ad valorem taxes, condo fees, or other fees or assessments assessed against the property up to the date of closing.

i. Buyer's note: Any person attending the auction (whether a bidder or not) is a guest of the Auction Company and subject to removal by the Auction Company at its discretion. On the day of the sale, no modification to the form of the contract will be accepted. The failure to execute the contract in the form presented may result, at seller's option, in a voiding of the winning bid and the sale of the property to the next high bidder or other 3rd party, or placement of the property back in the auction

j. Auctioneer reserves the right to add or delete any property from this auction or to alter the order of properties presented during the auction.

k. All properties sell "as is-where is" with no warranties expressed or implied. Property will be conveyed by "Deed Specified". An owner's title policy may be obtained by the purchaser and shall be an expense of the purchaser, but will not delay the final payment due or transfer of title. The information set forth in every advertisement or publication regarding this auction sale has not been independently verified by seller or auctioneer. Its accuracy is not warranted in any way, including, but not limited to, information concerning ownership or condition of any building, well, septic system, or any other appurtenances located upon, in or at the property, presence or absence of utilities, subsurface conditions, presence or radon gas, presence or absence of lead-based paint, tenant or lease information, zoning, easements, encroachments, dimensions and acreage of parcel, square footage of improvements, and all photographs. Buyer agrees that they are not relying on any information provided by the auctioneer or seller in deciding whether to bid on the property. There is no obligation on the part of seller or the auctioneer to update this information.

l. The Sellers, Auction Company, Auctioneer(s) and their Agents do not have any liability whatsoever for any oral or written representation, warrants or agreements relating to the property (including information appearing in the auctioneer's brochures, advertising, web site, or other marketing materials or announcements made at the time of the auction) except those of the seller(s) as expressly set forth in the "Auction Real Estate Purchase and Sale Contract."

m. In most cases, There is no minimum starting bid required on any property, however, the seller reserves the right to immediately accept or reject the high bid as listed. There is no obligation on the part of the seller to accept any backup bids in the event the high bidder fails to perform.

n. Agency disclosure: Auctioneer and all licensees employed by or associated with auctioneer represent the seller in the sale of these properties.

o. Disclaimers: 1. The property will be sold by seller to buyer on an "as is, where is, and with all faults" basis. Buyer accepts all faults of the property whether known or unknown, presently existing or that may hereafter arise. Buyer acknowledges and agrees that the seller and the auctioneer have not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, or, as to, concerning or with respect to: (i) the value, nature, quality or condition of the property or any building, structures, appurtenances thereto or thereon, including, without limitation, the water, soil, geology, subsurface conditions, dimensions, acreage, location, age thereof; (ii) the income to be derived from the property; (iii) the suitability of the property for any and all activities and uses which buyer may conduct there from; (iv) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (v) the habitability, merchantability, marketability, profitability or fitness for any particular purpose of the property; (vi) the manner or quality of the construction or materials, if any, incorporated into or existing on the property; (vii) the manner, quality, state of repair of the property; (viii) the existence of any view from the property or that any existing view will not be obstructed in the future; or (ix) any other matter with respect to the property, and specifically, without limitation, that neither the seller nor the auctioneer have made, does not make, and specifically disclaims any representation regarding compliance with the Americans with Disabilities Act or with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including solid waste (as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261), or the disposal or existence, in or on the property, of any hazardous substance (as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated there under), zoning, local law, or any other judicial or statutory requirements, restrictions, obligations, or other regulation of any kind that may be applicable to the property, or any building, structures, appurtenances thereto or thereon.

2. Buyer further acknowledges and agrees that having been given the opportunity to inspect the property from either walk through or drive by, buyer is relying solely on buyer's own investigation of the property and not on any information provided or to be provided by seller or broker or auctioneer. Buyer further acknowledges and agrees that any information provided by or on behalf of seller with respect to the property including, without limitation, all information contained in any property information package previously made available to buyer by seller and broker was obtained from a variety of sources and that seller and broker and auctioneer have not made any independent investigations or verification of such information and make no representation as to the accuracy or completeness of such information. Bidder acknowledges that seller and auctioneer and their employees, agents, affiliates, and associates reserve the right to place bids on properties up to the sellers' reserve price, if desired, at their sole discretion. Purchaser understands that sellers shall not tender bids above its reserve price.

3. Seller and auctioneer and their employees, agents, contractors, officers and directors shall not be liable or bound in any manner by any oral or written statements, representations or information pertaining to the property, or the operation thereof, that is furnished by any real estate broker, agent, employee or other person. Seller makes no representations or warranties with respect to the physical condition or any other aspect of the property, including without limitation the structural integrity of any improvements on the property, the conformity of the improvements to any plans or specifications for the property that may be provided to buyer, the conformity of the property to applicable zoning or building code requirements, the existence of soil instability, past soil repairs, susceptibility to landslides, sufficiency of under shoring, sufficiency of drainage, or any other matter affecting the stability or integrity of the land or any buildings or improvements situated thereon.

4. Buyer and anyone claiming by, through or under buyer, hereby fully and irrevocably release seller and broker and auctioneer and their respective employees, officers, directors, representatives and agents from any and all claims that buyer may now have or hereafter acquire against seller and broker, their employees, officers, directors, representatives and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any construction defects, errors, omissions or other conditions, including environmental matters, affecting the property, or any portion thereof. This release includes claims of which buyer is presently unaware or which buyer does not presently suspect to exist in his favor which, if known by buyer, would materially affect buyer's release of seller and broker and auctioneer. It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that the property is sold by the seller and purchased by buyer subject to the foregoing.

5. Buyer assumes entire responsibility and liability for any claim or actions based on or arising out of injuries, including death, to persons or damages to or destruction or loss of property, sustained or alleged to have been sustained by buyer, its agents, principals and/or employees, in connection with or to have arisen out of or incidental to the auction, including but not limited to the performance of this contract, regardless of whether such claims or actions are founded in whole or in part upon alleged negligence or negligent misrepresentations of seller, auctioneer, or the employees, agents, invitees, or licensees thereof. Buyer further agrees to indemnify and hold harmless seller, auctioneer and their representatives, and the employees, agents, invitees and licensees thereof in respect of any such matters and agrees to defend any claim or suit or action brought against seller, auctioneer, and employees, agents, invitees, and licensees thereof.

6. The Auctioneer reserves the right to withdraw from the sale any of the items, to sell items not listed, to group or subdivide one or more lots, or to sell all the items listed in bulk. Items are generally sold to the highest bidder but

some may be subject to the seller's right of confirmation. The Auctioneer has the right to reject any nominal or fractional bid which he believes may negatively affect the sale. The Auction Company may amend, change, modify, discontinue or suspend any aspect of the auction sale without notice and without liability to prospective bidders. Additional terms and conditions of sale may be added and will be announced and/or posted on the premises prior to the Auction.

7. By pressing "Submit" and submitting your request to register as a bidder for the on-line auction. Bidder as purchaser acknowledges receipt of these Terms and Conditions of On-Line Auction Sales and unconditionally agrees to be bound by the terms and conditions herein as a condition of bidder registration.

8. Please email [reception@collarcityauctions.com](mailto:reception@collarcityauctions.com) with any questions.

9. Due to the nature of doing business over internet auctions, Collar City Auctions reserves the right to re-start bidding on a lot or lots due to any technical issues experienced during the auction. Collar City Auctions Realty & Mgmt, Inc. shall not be responsible or liable to anyone or entity for any reason or matter that may occur during the auction, closing of the auction and post auction. I, the bidder unconditionally agree that I have read this paragraph and all other terms of the auction and acknowledge that this online auction is technology based and can malfunction at anytime and if that occurs Collar City Auctions reserves the right to restart the auction at their discretion with the current high bid. I, the bidder, agree that I may not withdraw any bids due to a technology problem and further agree to fulfill any and all of my obligations pursuant to the terms contained herein. Bidder also agrees to be fully responsible for all collection cost, including attorney fees if they do not perform in any manner related to their obligations herein and as contained in the lot description.

Becoming a member of our site and participating in any auction is a privilege and we are not obligated to do business with any individual or entity and reserve the right to suspend or close any account at any time we determine necessary without notice or explanation.

By agreeing to terms and conditions, you unconditionally agree to inform and provide a copy of these terms and conditions anyone representing you at time of removal or at any inspection that they will be bound to the same terms and conditions that you have agreed to be bound by and you further agree and unconditionally acknowledge that you will make any person, employee, spouse, friend, family member or individual in any manner aware that acting as your agent binds them as your agent and further to the terms as your agent.

By Registering to bid you unconditionally agree that you clearly Read, Write, Speak and Understand The English Language and further agree to be bound by the terms and conditions setforth herein as well as any additional auction terms.

Thank you and we appreciate your business.