

PRIVATE SEALED BIDS FORM

Today's Date: _____ Start Bid Amount: _____

Maximum Bid Amount: _____ Bidder's Signature: _____

Company Name: _____

First Name: _____

Middle Initial: _____

Last Name: _____

Mailing Address: _____

Contact Phone: _____

Text Only Number: _____

Email Address: _____

ATTACH COPY OF DRIVER'S LICENCE & 1 PIECE OF GOVERNMENT I.D. REQUIRED FOR ALL BIDDERS.

AGREEMENT OF THE TERMS AND CONDITIONS OF THIS ROUP SALES EVENT IS A REQUIREMENT FOR REGISTRATION AND THE PARTICIPATION IN THIS ROUP SALE. A BIDDING NUMBER WILL ONLY BE ISSUED ONCE YOU HAVE REGISTERED AS A BIDDER AND HAVE SUBMITTED A BID. Bidding Notice: Online Only. Contact Auctioneer for scheduled appointments to view - strict covid-19 procedures. No contact sale, any pending bids are subject for approval or being accepted by the Auctioneer. Only winning or trigger bids will be contacted directly. The successful bid will be subject to a 10% Buyer's Premium in addition to the successful bid price. The successful bidder will provide a deposit in the amount of 10% plus HST payable to "Laing & Associates in Trust" on May 26th, 2021, at the close of auction, as well as sign an Agreement of Purchase and Sale reflecting the successful bid terms with a proposed closing date of Monday May 31st 2021. The successful bid price will be exclusive of HST and the transaction will be subject to payment of HST, unless the successful bidder is self-assessing for HST purposes at the time of closing. Any Roup Sales Event can sell prior to or up until the close date of the event. Bidders can place a 'Trigger Bid' (pre-emptive) monetary amount anytime during the sale, giving all other bidders only an additional 2 hours to beat the 'Trigger Bid' placed. All bids must be in prior to the end of the sales event. AGENT/BROKER PROTECTED – CALL FOR DETAILS.

ROUP SALES EVENT CLOSES DATE: May 25th, 2021 @ 7:01 PM EST. **This is an ONLINE - ROUP SALE**, with bids accepted from: 05/11/2021 - 05/25/2021 THE "GOODS" TO BE SOLD: Specifically identified as the Goods in the listing online.

NATURE OF ROUP SALES EVENT: It is an on-line auction with viewings to be arranged by appointment. The Goods to be auctioned will only be sold individually and piecemeal if no satisfactory bid is received by the Auction Date for the single lot.

RESERVE BID: This is a confirmation ROUP SALE, meaning that the Seller has an undisclosed minimum amount expected to be received for the single lot, bulk sale of the Goods, failing which the Goods will be sold individually and piecemeal.

VIEWING: The Goods can be viewed virtually on-line or, alternatively, physically, by appointment, on a date and time to be arranged.

PAYMENT: Payment must be received no later than 12:00PM on Wednesday, May 26th, 2021. Payment to be made by wire transfer, e-transfer, bank draft or certified cheque.

REMOVAL: Any Goods must be picked up and removed on or before 3 business days from being notified by the Auctioneer, on a day and time to be set by appointment.

BUYER'S PREMIUM: A Buyer's Premium is due, in addition to the successful bid price, calculated @ 10% of the successful bid price + HST.

I, THE UNDERSIGNED, ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. Any bid that I make on the Goods is considered a binding, irrevocable and unconditional offer to purchase the Goods;
2. This is a Confirmation ROUP SALE, meaning that the Seller has an undisclosed minimum amount expected to be received for the sale of the Goods, referred to as the "Reserve Bid", and that my bid will be subject to the Seller's approval should it be less than the Reserve Bid;
3. I understand that the auctioneer is under a duty to advance the bid up to at least the amount of the Reserve Bid, but not in excess of that. I understand that if the bids fall below the Reserve Bid, the Seller reserves the right to end the auction without the Goods being sold;
4. All bids are final at ROUP SALE EVENTS;
5. All Goods are sold "as is, where is" without warranty or guarantee;
6. The effect of any sale of any goods at auctions is immediate. If my bid for the Goods herein is the successful bid, I immediately become the owner of the Goods and subject to the obligation to pay. There is no "cooling off" period, meaning that if I am awarded the final bid, ownership changes hands the moment the auctioneer says "Sold". I am solely responsible for the Goods from that moment onward, including the obligation to pay, remove, and transport the Goods.
7. No bidder, including myself, can retract a bid made during the ROUP SALE for any reason;
8. I will pay the Buyer's Premium in addition to my successful bid price. The Buyer's Premium is calculated @ 10% of my successful bid price + HST.
9. All payments are payable by certified cheque, bank draft, credit card, wire or electronic transfer to "Laing & Associates in Trust";
10. If I am paying by electronic transfer, I will email the transfer to dlaing@lainglegal.ca together with the release question answer "ROUP SALE";
11. Should I default on a payment in any manner whatsoever, I understand and agree that I am responsible for the payment of the legal fees of Laing & Associates, both for the conduct of the auction and the collection of the bid price due;
12. My credit card information is being provided so that, regardless of what mode of payment I designate below, in the event that any payment obligations remain unpaid as of the due date specified above, such payments can be charged against my credit card;
13. I further understand, acknowledge and agree that should I default in payment in any manner whatsoever on the purchase of the Goods, I may also be liable to the Seller for any damages that he or she may incur as the result of my default;
14. I understand and agree that time is of the essence. I understand that in the event that I do not pay the full successful bid price together with the Buyer's Premium by the date specified above, Laing & Associates will proceed with a sale of the Goods to another buyer without further notice to me and I will have no right to limit, restrict or delay the sale of the

Goods to another buyer and I will be responsible for the dollar value difference between my successful bid and any subsequent sale price of the Goods;

15. I warrant and guarantee that any payments that I make through a credit card will be verified and paid by my credit card provider and I will not dispute these charges with my credit card provider at any time subsequent to authorizing them;
16. I acknowledge that any representations made by the offices of Laing & Associates or members of their staff, whether verbal or written, are representations that came from the Seller, their client, and that the offices of Laing & Associates have no obligation to verify or authenticate such statements or representations and I release and save harmless the offices of Laing & Associates from liability relative to any dispute that may arise in this regard;
17. I understand and acknowledge that any announcements or notices made during the course of the ROUP SALE supersede any previous announcements or notices, whether written, verbal or online;
18. I understand and acknowledge that any decisions made by a representative of Laing & Associates, while acting as auctioneer during the course of the auction, relating to any concerns or matters arising from the ROUP SALE, are final and binding and not subject to dispute;
19. I understand and acknowledge that should I ever fail to make a payment that is due in accordance with these terms, I will be blocked from bidding in any future auctions conducted by Laing & Associates;
20. I understand that I have no right to a Bidding Number unless and until I acknowledge and comply with these terms. I understand that, once a Bidding Number is issued to me, I have sole and complete responsibility for the Bidding Number issued to me. I understand that this means that I will be responsible for any bids made with my issued Bidding Number, whether they are made by me or not.
21. I acknowledge and understand that this means that I must responsibly protect the Bid Card that is given to me with my Bidding Number on it. I acknowledge and agree that I will be responsible for paying any successful bids made with my Bid Card and Bidding Number.
22. I acknowledge and agree that it is my responsibility to immediately notify the auctioneer in the event that I lose or misplace my Bid Card so that the auctioneer can cancel my Bidding Number.
23. Neither the Auctioneer, Laing & Associates, nor the Seller or Consignor, makes any warranties or representations of any kind with respect to the Goods and in no event will they be held responsible for having made or implied any warranty of description, genuineness, authorship, attribution, provenance, period, culture, source, origin, condition, etc. of the Goods;
24. I acknowledge that should my bid be successful, I will be responsible for the removal of the Goods by the date specified above. In this regard, I acknowledge that I will be responsible for arranging shipping or the pick-up of the Goods at my expense, liability and risk. I acknowledge that, even though a representative of the Auctioneer may be present to give me access for pick-up of the Goods, the representative cannot and will not assist me in removing the Goods, and that I will be responsible for bringing my own crew and satisfactory vehicles for this purpose;
25. I agree to provide the information below and acknowledge that some of the information may be utilized to notify me of future or upcoming auctions but is primarily required to enable compliance with the terms and provisions set out herein;
26. NOTE: All sales final, sold as is, where is. No refunds.
27. An applicable Buyer's Premium will be added to each purchase.
28. Payment is due in full on receipt of invoice. Wire Transfer, E-Funds ONLY. Buyer is responsible for any and all costs of shipping/transportation or freight. 10% Buyers Premium, plus 13% HST will be charged on all items.
29. [Terms Of Use](#)
30. [Seller User Terms](#)
31. [Bidder User Terms](#)
32. **Bidder Account Approval**. Your account must be registered with and approved by us, in our sole discretion, before you can use our Services as Bidder.
33. **Listed Item(s)**. We are not the owner, seller or auctioneer of the Listed Item(s) on our Sites. We do not inspect Listed Item(s), validate a Seller's ownership of or authority to sell Listed Item(s), or provide any representations or warranties concerning Listed Item(s). Bidding on the Listed Item(s) is conducted at your own risk, and any resulting transaction for Listed Item(s) is solely between you and the Seller. We do not supervise, direct, or control Sellers. You understand and agree that we will not be liable for Listed Item(s) that you bid on, the acts or omissions of Sellers, or for any proposed or completed transactions between you and a Seller.
34. **Auction Information and Bidder Inspections**. The auction dates, information, descriptions and prices for Listed Item(s) are determined by the Seller and may be subject to change. Listed Item(s) may be used and may contain defects. We do not inspect or confirm the condition of the Listed Item(s). We do not verify the accuracy of, or control, the information and details provided by Sellers concerning the Listed Item(s). We also do not guarantee that Sellers have or maintain proper auctioneers' licenses or comply with applicable laws, rules, or regulations. You should take appropriate steps to verify the accuracy of the Listed Item descriptions. You should also take appropriate steps to inspect or validate the

- condition of Listed Item(s) prior to bidding on and receiving Listed Item(s). We are not responsible for any errors or omissions in the content of any Listed Item(s). We reserve the right, in our sole discretion, to (i) withdraw any Listed Item(s) from our Services; (ii) amend the information in a Listed Item; or (iii) cancel any proposed bid for Listed Item(s) that we deem to be suspicious or fraudulent and report such bid to applicable authorities.
35. **Additional Terms Posted by Seller.** A Seller may post additional terms and conditions for their Listed Item(s) (the "User Posted Terms"). User Posted Terms are between you and the Seller and are separate from these Terms. You are solely responsible for reading and understanding any User Posted Terms prior to placing a bid on such Listed Item(s). We do not create, review, negotiate, or enforce User Posted Terms. If you do not agree to the applicable User Posted Terms, you should not place a bid on the Listed Item(s).
 36. **Additional Fees by Seller.** In addition to the price of Listed Item(s), Sellers may charge a buyer's premium (which is an additional fee that a winning bidder is required to pay above the auction price) as well as shipping, handling, and other fees. These fees are set by the Seller and may be subject to change depending on the Seller and the Listed Item(s).
 37. **Additional Seller Registration.** A Seller may require a Bidder to separately register with it prior to bidding on the Seller's Listed Item(s), and may permit or deny the additional registration at its sole discretion.
 38. **Transportation and Risk of Loss.** We are not responsible for the transportation, delivery or risk of loss for any Listed Item(s). Except as otherwise set forth in any User Posted Terms, the Bidder with the winning bid will be responsible for all freight, shipping, and other costs related to transporting the Listed Item(s). These costs may include dismantling, special handling, loading, transportation costs, and permits required to move the Listed Item(s) to the Bidder's desired location. You should confirm transportation, delivery and risk of loss information with the Seller and your designated transportation provider. In no event shall we have any responsibility for the transportation of Listed Item(s) or for any risk of loss or liability related to Listed Item(s).
 39. **Bidding.** You understand, acknowledge and agree that:
 40. When you submit a bid using our Services, your bid will be forwarded to the Seller and may be viewed by the Seller as a firm commitment and an irrevocable offer to purchase. Once you place a bid on our Site, it may not be retracted. If you have the winning bid, a Seller may hold you legally obligated to complete the transaction unless otherwise prohibited by law or regulation.
 41. By using our Services to bid on Listed Item(s), you grant us permission to share your information with Sellers, including, without limitation, your contact information (e.g., name, address, telephone, number, email address, etc.) and other information that you provide to us.
 42. You may place a max bid on Listed Item(s). When you place a max bid, our bidding technology will automatically place bids on your behalf, using the smallest increment necessary to ensure you remain the high bidder until your max bid is met. If another bidder has placed the same bid before you, or a max bid that is higher than yours, we will attempt to let you know that you have been outbid. In that situation, you may attempt to place another bid within the specific auction time.
 43. Auctions may have time extensions. If a Seller elects to use a time extension for Listed Item(s), the bidding period on the Listed Item(s) may be extended when a higher bid than the then-current top bid is placed prior to expiration of that auction. The bidding period will continue as long as such higher bids are being placed within the time extension designated by the Seller.
 44. Sandhills reserves the right to withdraw, postpone, or cancel any Listed Item(s), in our sole discretion, with or without notice. We shall have no liability to you as a result of any withdrawal, postponement, or cancellation.
 45. Sandhills reserves the right to void a bid that you place, whether winning or not, which we believe (i) has not been made in good faith and in accordance with these Terms; or (ii) is intended to manipulate our Services.
 46. The Seller is conducting the auction and makes the sole and final determination with respect to the sale of Listed Item(s).
 47. WE DO NOT GUARANTEE THAT BIDS PLACED WILL BE RECEIVED AND PROCESSED IN A TIMELY MANNER.
 48. **Prohibited Bidder Conduct.** Any deliberate attempt to artificially influence the sale price of any Listed Item(s), directly or indirectly, including but not limited to bidding through a secondary account, agent, or representative, bidding on Listed Item(s) that you may also be selling, communicating with other Bidders, or shill bidding is expressly prohibited.
 49. **Additional Bidder Indemnity.** In addition to the indemnification provisions set forth in the Terms of Use For AuctionTime, EquipmentFacts and HiBid, you agree to indemnify, defend, and hold harmless the Indemnified Parties from and against any and all damages, costs, claims or liability (including reasonable attorneys' fees) arising out of or resulting from any injuries to persons or property of any type, occurring during your or your agent's inspection of property, or your or your agent's presence at a Seller's site, or resulting from the sale, removal, use or operations of any Listed Item(s).
 50. **Conflicts.** In the event of a conflict between the provisions set forth in these Bidder Terms and the Terms of Use of Roup Sales Service shall prevail.

51. Services Generally. We provide an auction platform, but we provide no auctioneering services. Any users who choose to conduct or participate in auctions using our Services are acting on their own behalves and are responsible for any actions that they may take with respect to any auctions or related transactions that they may enter into. We do not represent any users of our Sites or Services, and we are not a party to any transaction that may occur between users. You are solely responsible for resolving any disputes that you have with other users of our Sites or Services, whether as a visitor, Bidder, or Seller. However, we may, in our sole discretion, monitor or inquire about disputes or issues between users in order to protect our Sites and Services and address potential non-compliance of these Terms by a user.
52. Additional Terms. When you access and use our Sites and Services as a Seller or a Bidder, you also agree to the following (each of which shall be incorporated, as applicable, based on your use of our Services into these Terms):
53. Bidder User Terms (applicable if you choose to participate in an auction using our Services as a bidder or buyer ("Bidder")).
54. Seller User Terms (applicable if you choose to conduct an auction using our Services as a seller ("Seller")).
55. Access and Use. While we use reasonable efforts to provide our Sites and Services to you for so long as you are compliant with these Terms, we do not guarantee that they will be secure, or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platforms in order to access or use our Sites and Services. You should use your own virus protection software.
56. You may use our Sites and Services only if you can form a binding contract with us, in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. Any use of our Sites or Services by anyone under the age of majority in his/her state of residence is strictly prohibited. Our Services are not available to any users we have previously removed or suspended from our Services. We may suspend or terminate your access to our Services at any time, for any reason (such as your material breach of these Terms, our reasonable belief that it is necessary to protect the safety or property of others, to prevent fraud or for risk assessment purposes) or for no reason. We reserve the right to limit your use of our Sites or Services or terminate your account immediately, without notice or refund of any amounts that you may have paid to us.
57. Accounts. If you use our Services as a Bidder or Seller you must be registered with us and you will be assigned to a user account. By registering with us and/or using our Services as a Bidder or Seller, you represent and warrant that you (a) will abide by all of the terms set forth herein; (b) will not register for more than one account; (c) will not provide false or misleading information about yourself or the items, if any, that you list for auction (the "Listed Items"); (d) will not create any username or post any information on our Sites or Services that is offensive, rude, disparaging, intended to deceive or delude other users/visitors, threatening, abusive, harassing, hateful, defamatory, pornographic, political, racist, or otherwise unlawful or offensive, or that does not generally pertain to the designated topic or theme; (e) will maintain the security of any user identification code and/or password associated with your account, notify us immediately if you suspect that such security has been breached, and accept all risks of authorized and unauthorized access to your account and the information you provide to us; and (f) will not violate the intellectual property or privacy rights of any third party.
58. If you register or use our Services on behalf of a third party (such as another person or legal entity), then you represent and warrant that you are an authorized representative of that person or entity with the authority to bind such person or entity to these Terms, and you agree to these Terms on behalf of that person or entity.
59. Accounts are non-transferable. Only you may use your user account. You are liable for all activities that are undertaken using your user account. We may verify your registration and account by collecting contact information (including, but not limited to, legal company name, street address, and employer identification number) and banking information from you, directly calling you to confirm the accuracy of your account information, and taking whatever additional steps we deem necessary.
60. Your account provides you access to participate in auctions or list Listed Item(s) through our Services. It also gives you access to additional services and functionality that we may establish and maintain from time to time, in our sole discretion, including but not limited to the ability:
61. for Bidders to view their bidding history;
62. for Bidders to create and add items to their own watchlist;
63. for Sellers to view post-auction information for their auctions; and
64. for Bidders and Sellers to receive email updates and other occasional news from our Sites.
65. Intellectual Property Rights. We are the owner or the licensee of all intellectual property rights to and in our Sites and Services, and in the content published on them. Those rights are protected by copyright, trademark and other applicable laws, as well as by treaties around the world. You will not use, copy or otherwise take any action with respect to our Sites and Services or such content except as expressly permitted by these Terms. You will, likewise, respect the intellectual property rights of others in exercising the rights granted to you hereunder.

66. Acceptable Usage. You may access and use our Services solely to list Listed Item(s) for sale, conduct or participate in auctions and view Listed Item(s) for your potential bidding and purchase. If you copy, redistribute or resell any of our Services or any content made available to you through our Sites or our Services, your right to access and use both will cease immediately, and you must take down or destroy any content you have obtained in violation of these Terms.
67. Prohibited Uses. As part of our Sites and Services, we may provide access to data, information, and content relating to Listed Item(s) available for auction, including without limitation current and historical Listed Item(s) and related information, materials, and content (our "Auction Information"). You must not:
 68. modify or alter any Auction Information, content, materials or portions of our Sites or Services in any way;
 69. use any Auction Information, illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text, or any text separately from any accompanying illustrations, photographs, video or audio sequences or any graphics;
 70. remove any indications of ownership from any Auction Information or content which came from our Sites or Services, or claim it as your own or as that of any other entity or individual;
 71. use any part of our Services, Auction Information, or content on our Services for any purpose not expressly provided for in Section 6 without obtaining a license to do so from us or our licensors;
 72. access, or attempt to access, parts of our Sites or Services that are not intended for public use (including but not limited to website administration areas);
 73. modify, adapt or reverse engineer any aspect of our Sites, Services or Auction Information;
 74. conduct any web scraping, web harvesting, web data extraction, or any other data scraping of Auction Information or our Sites or Services;
 75. use any robot, spider, scraper, data mining tool, data gathering tools, data extraction tools, or any other automated means to access our Sites or Services, or collect, copy or record our Auction Information or content off our Sites or Services;
 76. take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
 77. copy, download, distribute, transmit, reuse, report, reproduce, modify, use, create derivative works from, or publicly display any Auction Information or content of our Sites or Services, including the text, images, audio, and video, for public or commercial purposes, including generating any reports or aggregating any data or content;
 78. extract reports from our Auction Information or Services other than records relating to your auction or bid history;
 79. take photos, screenshots or other images of our Auction Information, Sites or Services or any content therein;
 80. use our Auction Information or our Sites or Services in competition with us, to develop competing products or services, or otherwise to our detriment or commercial disadvantage;
 81. use our Auction Information or our Services for benchmarking or competitive analysis of our Services;
 82. identify us or display any portion of our Auction Information, Sites or Services on any site or service that disparages us or our products or services, or infringes any of our intellectual property or other rights;
 83. bypass any measures we may use to prevent or restrict access to our Services, including our robot exclusion headers;
 84. attempt to disrupt or interfere with the Auction Information or our Sites or Services in any way or with another user's/visitor's use of our Sites or Services, or use the Auction Information or our Sites or Services as a means of disrupting or interfering with other websites or networks;
 85. probe, scan or test for vulnerabilities of our Sites, Services, other websites, or any networks connected to them;
 86. willfully corrupt any Auction Information, data, documents or content available through our Sites or Services;
 87. Knowingly or recklessly transmit or distribute a virus into our network and computer systems; or assist, encourage or permit any other person to do any of the acts described above.
88. Breach of Usage. All the prohibited uses set forth in Section 7 above are forbidden regardless of the means used, including but not limited to, hacking or by the introduction of any worms, Trojan horses, viruses, unauthorized, malicious or harmful code or other harmful software. By breaching this provision, you may be committing a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately.
89. Uploading or Posting Content to Our Sites or Services We will collect data, content and information that you, as a visitor, Seller or Bidder, provide us or that is collected by us as you use the Sites or Services ("User Content"). You hereby grant to us, and represent and warrant that you have all rights necessary to grant to us, a worldwide, perpetual, irrevocable, non-exclusive, sublicenseable, transferable, and royalty-free right and license to use, store, copy, distribute, and make available to third-parties all User Content. We are not responsible for any loss or damage to your User Content while it is in our possession, and you should separately maintain copies of the User Content you provide to us. We have the right to disclose your identity to any third party who is claiming that any content submitted or uploaded by you to our Sites or

Services constitutes a violation of their intellectual property rights, or of their right to privacy. At any time, we have the right to remove any User Content you submit to our Sites or Services if, in our opinion, your post does not comply with these Terms.

90. WE TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY OF YOUR USER CONTENT.
91. Suggestions and Submissions. We appreciate and welcome your comments and feedback regarding our Sites and Services. If you send us comments, questions, suggestions, or ideas relating to our Sites and Services, you agree that such content is not given in confidence, that we are not obliged to keep such content secret, and that we are not obliged to respond. For more information on how we use such content please see our Privacy Policy and Cookies Policy. Please be advised that if you send us creative ideas, suggestions, inventions, or materials ("Creative Ideas"), we shall (i) own, exclusively, all now known or later discovered rights to the Creative Ideas and any creations, inventions, or derivative works resulting from the Creative Ideas; (ii) not be subject to any obligations of confidentiality and shall not be liable for any use or disclosure of any Creative Ideas; and (iii) be entitled to unrestricted use of the Creative Ideas for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.
92. Compliance with Laws. You are responsible for, and agree to abide by, all local, provincial, state, federal and international laws, rules and regulations applicable to your use of our Sites and Services, and any other tools, services or products offered on our Sites and Services and any transaction you may enter into with other users in connection with using our Sites or Services.
93. Any users located outside the United States must comply with laws, regulations, rules and regulatory orders of the United States, including the Foreign Corrupt Practices Act and the U.S. Export Control Act, in addition to applicable local laws. You may not use our Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government or under similar laws or regulations applicable in other jurisdictions. You are solely responsible for compliance with any and all applicable laws, rules and regulations relating to export and import requirements or restrictions.
94. Please be aware that, even though we are not a party to any transaction between users and we assume no liability for legal or regulatory compliance pertaining to Listed Item(s) on our Sites or Services, there may be circumstances where we are nevertheless legally obligated (as we may determine in our sole discretion) to provide information relating to auctions and bidding conducted using our Services and Listed Item(s) in order to comply with requests from governmental bodies in relation to investigations, litigation or administrative proceedings, and we may choose to comply with such obligations in our sole discretion.
95. Taxes. We are not responsible for determining whether tax applies to any transaction between users, or for withholding, collecting, reporting, or remitting any tax arising from any Listed Item(s). We do not give tax advice, and nothing we say or do should be interpreted as such, including our providing you with the opportunity to learn about, and separately utilize, tax-related services or solutions (for example, automated tax compliance software). The payment and collection of applicable taxes (including income, sales, excise, import, export, VAT and other taxes or duties associated with the purchase/use and sale/solicitation of any Listed Item(s)) must be, and are, the exclusive responsibility of the Bidder and Seller, as applicable. Generally speaking, it is the Seller's responsibility to determine what taxes, if any, apply to a transaction and to collect, report, and/or remit the correct tax to the appropriate tax authority; however, to the extent that you have any questions about your own payment, collection, reporting or remittance obligations, you should consult a qualified tax advisor.
96. Financing, Shipping, Insurance and Other Services. We may provide links on our Sites or Services to other websites operated by us, third-party providers or affiliates who provide various services or other offerings, including, without limitation, financing, shipping, and insurance services, pricing tools, and other offerings that might be of interest to you, and only for the convenience of our users. In consideration for providing any such link(s), we may receive a fee from the third party (ies) or affiliates whose goods or services you may choose to obtain. We will not be liable for any acts or omissions of any such third-parties or affiliates, whom you use at your own discretion and risk. Your access to and use of our other websites and third-party or affiliate services and websites may be subject to the applicable terms and conditions of that respective website, third-party or affiliate.
97. Disclaimer; No Warranty. TO THE FULLEST EXTENT PERMITTED BY LAW, OUR SITES AND SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH OUR SITES OR SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ARE SOLELY A PASSIVE CONDUIT TO PROVIDE CONTENT AND TO FACILITATE COMMUNICATIONS BETWEEN A BIDDER AND A SELLER, AND IN NO EVENT DO WE SELL ANY LISTED ITEM(S). WE MAKE NO WARRANTY THAT THE LISTED ITEM(S) WILL PROPERLY FUNCTION OR OPERATE WHEN YOU RECEIVE THEM, NOR THAT THEY WILL CONTINUE TO OPERATE OR FUNCTION FOR ANY PERIOD OF TIME AFTER YOU

- RECEIVE THEM. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR ANY PRODUCTS OR SERVICES OR FOR THE SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH OUR SITES, SERVICES OR ANY LINKED SITE, EVEN IF WE BECOME AWARE OF ANY ISSUES THEREWITH.
98. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED ON OUR SITES OR SERVICES, OR ANY MATERIALS OR CONTENT CONTAINED THEREIN, WILL BE ACCURATE, COMPLETE, UP-TO-DATE, UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SERVICES OR THE SITES OR SERVERS THAT MAKE SUCH SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE AND AGREE THAT ANY TRANSMISSION TO AND FROM OUR SITES AND SERVICES IS NOT CONFIDENTIAL AND YOUR COMMUNICATIONS OR CONTRIBUTED CONTENT MAY BE READ OR INTERCEPTED BY OTHERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY SUBMITTING COMMUNICATIONS OR CONTENT TO US AND BY POSTING INFORMATION ON OUR SITES OR SERVICES, INCLUDING LISTED ITEM(S), NO CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED OR OTHER RELATIONSHIP IS CREATED BETWEEN YOU AND US OTHER THAN PURSUANT TO THESE TERMS.
99. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT HOLD OR SEEK TO HOLD US RESPONSIBLE FOR THE CONTENT PROVIDED BY ANY USER, INCLUDING, WITHOUT LIMITATION, ANY TRANSLATION THEREOF, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT WE ARE NOT A PARTY TO ANY LISTED ITEM(S) TRANSACTION OR OTHER TRANSACTION BETWEEN USERS OF OUR SITES OR SERVICES. WE HAVE NO CONTROL OVER AND DO NOT GUARANTEE THE SAFETY OF ANY TRANSACTION, LISTED ITEM(S) OR THE TRUTH OR ACCURACY OF ANY LISTED ITEM(S) OR OTHER CONTENT PROVIDED ON OUR SITES AND SERVICES.
100. Indemnification. You will indemnify, defend, and hold harmless Sandhills, its subsidiaries, affiliates, and each of their respective officers, directors, employees, agents, successors, and assigns (the "Indemnified Parties") from and against any claim or demand (including reasonable attorneys' and experts' fees and costs), made by any third party due to or arising out of (i) your breach of these Terms; (ii) your improper use of our Sites or Services; (iii) any personal injury, death, or property damage caused by or arising out of the listing, sale, transportation or use of any Listed Item(s); or (iv) your violation of any law or rights of a third party, including related to any User Content you provide or post. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any matter without our written consent. While some jurisdictions may limit your liability hereunder, this indemnity shall apply to the fullest extent permissible by applicable law.
101. Release. IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE OTHER USERS OF OUR SITES OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY OTHER BIDDER OR SELLER, ANY THIRD PARTY VISITOR TO THE SITES OR THE PROVIDER OF ANY THIRD PARTY WEBSITE OR APPLICATION THAT MAY BE LINKED TO OR FROM OUR SITES OR SERVICES, YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE THE INDEMNIFIED PARTIES FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH SUCH DISPUTE.
102. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, ANTICIPATED PROFITS, BUSINESS OR SALES, ANY LOSS OF GOODWILL OR REPUTATION, OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES, EVEN IF THE INDEMNIFIED PARTIES, OR AN AUTHORIZED REPRESENTATIVE THEREOF, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF, BASED ON, OR RESULTING FROM (A) OUR SERVICES; (B) OUR SITES; (C) THESE TERMS; (D) ANY BREACH OF THESE TERMS BY YOU OR A THIRD PARTY; (E) YOUR, OR ANY THIRD-PARTY'S USE OF OUR SITES OR SERVICES, OR THE SERVICES ANY THIRD PARTY PROVIDES, RELATED TO THE BUSINESS WE OPERATE; (F) ANY USER INFORMATION OR USER-CONTRIBUTED CONTENT; (G) ANY INTERACTION BETWEEN OUR SITES OR SERVICES AND ANY THIRD PARTY SITE; AND (H) ANY ACTUAL OR ATTEMPTED COMMUNICATION OR TRANSACTION, INCLUDING WITHOUT LIMITATION, ANY PAYMENT OR PURCHASE TRANSACTION (EVEN IF WE OR ANY THIRD PARTY RECEIVES A FEE IN CONNECTION THEREWITH) BETWEEN USERS OF OUR SITES OR SERVICES.
103. IN NO EVENT SHALL THE TOTAL LIABILITY OF THE INDEMNIFIED PARTIES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE) ARISING FROM THESE TERMS, THE PURCHASE, SALE OR USE OF ANY LISTED ITEM(S), OR YOUR USE OF OUR SITES OR SERVICES EXCEED, IN THE AGGREGATE, THE LESSER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE TOTAL FEES EARNED BY US IN CONNECTION WITH THE LISTED ITEM(S) TO WHICH THE APPLICABLE CLAIM RELATES.

104. **Governing Law.** These Terms are governed by and construed in accordance with the laws of the Province of Ontario Canada, without regard to its conflict of law provisions. You irrevocably agree to the exclusive jurisdiction of the courts of Windsor Essex County, Ontario, Canada for any dispute arising out of these Terms.
105. **Translations.** For all purposes, the English language version of these Terms shall be the original, governing instrument and understanding of the parties. In the event of any conflict between the English language version of these Terms and any subsequent translation into any other language, the English language version shall govern and control.
106. **Amendments.** We may modify, add, or remove any portion of these Terms (including any Bidder User Terms, Seller User Terms and/or additional Terms and Conditions incorporated herein), from time to time, in our sole discretion, with or without notice to you, by posting such change on our Sites and/or Services. Once posted, such changes shall come into full force and effect.
107. **Entire Terms.** The introductory paragraph, and any documents that are linked to or referenced in these Terms, are hereby incorporated by reference and made part of these Terms. Collectively, the foregoing constitute the entire agreement between the parties and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter of these Terms.
108. **Advice.** Any guidance, discussions, or advice provided by Sandhills, its employees, independent contractors and agents related to using our Sites and Services, including but not limited to guidance for placing and/or bidding on Listed Item(s), is intended for general information purposes only. It is not intended as legal advice, and you agree that you will independently evaluate and not rely on such advice for any purpose.
109. **Headings.** Headings used in this agreement are intended, and shall for all purposes be deemed to be, for convenience only and shall have no force or affect whatsoever in the interpretation of this agreement.
110. **Reformation.** If a court of competent jurisdiction determines that the scope of any provision of these Terms is too broad to be enforced, the court shall reform such provisions to such narrower scope as it determines to be enforceable.
111. **Survival.** Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of these Terms.
112. **Severability.** If any provision of these Terms is determined to be unenforceable for any reason and is unable to be reformed by a court of competent jurisdiction as provided above, such provision shall be deemed separate and severable and the unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions hereof.
113. **Successors and Assigns.** These Terms shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns. These Terms may not be assigned by you without our prior written consent. We may freely assign these Terms to any third party.
114. **Waiver.** No delay or omission by a party in exercising any right under these Terms shall operate as a waiver of that or any other right. A waiver or consent given by a party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.
115. **Conflicts.** The provisions set forth in these Terms shall prevail over a conflicting provision (if any) set forth in the Bidder User Terms or Seller User Terms.

Signature

Date

This is your authorization to place your sealed bid on your behalf for this agreement to purchase. I/WE hereby agree to all the terms and conditions in this agreement, to protect, reimburse, hold harmless and indemnify you against any and all losses, claims, damages and costs which may be made against you or suffered by you by reason of you acting under this direction, and to pay invoices upon receipt and indemnify you for any and all legal costs incurred by you in the defense of any claims for damages as aforesaid, and for services performed under this direction. Interest of 2.50% per month (30 % per annum).