



**Iron Auction Group LLC**

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## **Full Bidder Terms and Conditions**

### **Live and Online Auction**

Bidder and Auctioneer agree that the terms listed below shall govern each auction sale.

The following terms and conditions apply to all auctions, both live and online. Addenda to these terms shall be listed for each auction and are in addition to the standard bidder terms and conditions.

- Bidder shall provide Auction with current, complete and accurate information.
- Bidders must be 18 years of age or older.
- Registration and use of bidder number, access and use of any online auction site of Iron Auction Group LLC (hereinafter the "Site") is subject to any and all specific terms and conditions set forth on any individual catalog or page within the auction platform and the terms and conditions of this User Agreement (hereinafter the "User Agreement") and all applicable laws and regulations, including but not limited to copyright and trademark laws. BY ACCESSING THE AUCTION SITE OR ONLINE PLATFORM, YOU AGREE TO ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, ALL OF THE TERMS AND CONDITIONS OF THE USER AGREEMENT and to comply with all applicable laws, statutes, ordinances and regulations regarding your use. Legal action will be taken against anyone violating the terms and conditions of the User Agreement or any other applicable law or regulation. Auctioneer reserves the right to periodically change the terms and conditions of the User Agreement and it is the Bidders' responsibility to periodically review all changes made to these terms and conditions prior to each use of this Site. By using this Site, you agree in advance to accept any such changes. Use of your bidder number and participation in our auction acknowledges your acceptance in full of these Terms and Conditions.
- The descriptions of lots in the auction and in advertisements prior to the auction are believed to be correct. Nevertheless, neither those descriptions nor any oral statements made by Owner/Seller or Auctioneer concerning any lot shall be construed as a warranty either expressed or implied. LOTS ARE SOLD AS IS - WHERE IS and WITH ALL FAULTS. Bidder acknowledges that all lots are available for inspection prior to the auction and, by these terms, Auctioneer and Owner/Seller strongly encourage Bidder to carefully inspect each lot in which Bidder had any interest to determine the lot's nature, quality, condition, quantity and size. Bidder shall rely solely on personal inspection and not on information listed in the catalog or on the Site or otherwise provided by Auctioneer or Owner/Seller. Bidder's failure to inspect, or otherwise be fully informed as to the nature, quality, condition, quantity and size of any lot will not constitute grounds for any claim, adjustment, refund, termination of the contract for sale, or refusal to close the sale, against Auctioneer or Owner/Seller. We urge Bidders to inspect each lot themselves or have an agent do so on his behalf. Prospective buyers should satisfy themselves as to condition and must understand that any statement made by Iron Auction Group LLC or its employees is merely a subjective qualified opinion, NOTWITHSTANDING WRITTEN REPORTS OR ANY DISCUSSION CONCERNING CONDITION IN THIS CATALOG.
- Invoices can be picked up at the auction site and/or will be emailed to successful bidders on auction day. Full payment of the purchase price is due on auction day for onsite bidders and within 48 hours for online bidders. Applicable taxes will be added to the purchase price of all taxable items unless a tax exemption certificate is submitted to the Auctioneer. Collection of applicable taxes will be in accordance with the laws of the state where the purchased asset is located.
- All items bid on and awarded to a Bidder are his property upon the final payment of your invoice via cash, check with bank letter of guarantee, wire or credit card (3% fee). Bidders in online only auctions agree that the card presented at registration will be charged for all purchases unless notification is made to Auctioneer within 24 hours of receipt of invoice. Bidders agree to waive all rights concerning charge backs or refund for any items charged to his credit card.

- Bidders will be suspended or permanently banned from all auctions if he provides false information when registering, such as a false name or fraudulent contact information. Bidders will be permanently banned from live and online auctions if he is the successful Bidder and does not honor his auction bid. Furthermore, if a Bidder does not honor his auction bid, any deposit will be forfeited.
- No adjustment will be made regarding merchandise inventory after a lot has been removed from the premises or after the removal date posted by Auctioneer, whether the property has been removed. Auctioneer reserves the right, for any reason, in its sole discretion, to terminate, change or suspend any aspect of the auction sale.
- Auctioneer reserves the right to resell any property not paid for in full within four days of the online auction lot's closing date. Failure to pay for lots won on auction will result in forfeiture of your deposit for expenses of resale, collection and damages resulting from the resale. The Owner/Sellers of property sold reserves the right to reject all bids, if they so choose.
- The final highest purchaser shall be designated at the end of each auction sale. If a dispute arises between two or more Bidders, Auctioneer reserves the right to reopen bidding. Auctioneer's designation of the Buyer shall be final. In the event of a tie bid, floor bids shall take precedence over online bids. Bidding increments are determined by the Auctioneer and by the item being sold and can change for each auction event.
- Buyers are responsible for planning for merchandise removal within the allotted pickup times. Any items not removed from the auction site within by the final removal date are subject to a \$100/day per item storage fee for up to ten days. After this time, Buyer forfeits his purchases, payments and storage fees and ownership of the merchandise reverts to the Owner/Seller.
- Merchandise becomes the full responsibility of Buyer at time of PAYMENT, and Buyer assumes all risk of loss and damage to property until removed from sale premises. Owner/Seller and Auctioneer agree that merchandise may remain on the sale premises for a period following the sale. The date by which all merchandise must be removed from the premises is posted on an auction-by-auction basis, on the specific auction page. After the final removal date, there will be a \$100.00 per day, per item/lot storage fee charged to the Buyer. SHIPPING: IRON AUCTION GROUP LLC DOES NOT SHIP: Iron Auction Group LLC will be pleased to provide a list of shippers or you can have your own shipper handle your purchases. Please contact the shipper of your choice to arrange for packaging and pick up of your items. Your items will be released as soon as payment in full is received. We request that your shippers schedule pick up at least 24 hours in advance to ensure no delays in pick up or release of your purchases.
- Iron Auction Group LLC's (hereinafter "Auctioneer") use of e-mail addresses is strictly limited to contact Buyers and Owner/Sellers; any use of this private information by you is strictly prohibited.
- The User Agreement constitutes the final expression of the parties' agreement and a complete and exclusive statement of the terms of the sale. The IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE SPECIFICALLY EXCLUDED from this sale and transaction and shall NOT apply to the merchandise that is the subject of these sales. Auctioneer cannot guarantee the authenticity and quality of products. Auctioneer is not responsible for typographical errors, misprints, damage or failure of equipment. Online bidders: Use of online platform is at your own risk.
- Despite efforts to avoid the withdrawal of lots from the sale after they are listed, it may sometimes be necessary. Auctioneer and the Owner/Seller reserve the right to do so at any time before or during the sale. The Owner/Sellers of property sold through this Site reserve the right to reject all bids in their sole discretion.
- Buyer will be furnished an invoice after the auction closes and paid receipt upon receipt of funds.
- Bidder accepts responsibility for and agrees to indemnify, defend and hold harmless each Owner/Seller and Auctioneer and their employees, governing body, officers, owners, affiliates, subsidiaries, directors, agents and representatives from and against any and all claims, losses, damages, liabilities, judgments, fees, costs and expenses (including reasonable attorneys' fees and expenses) related to, arising from or associated with Buyer's, his agents or representatives, use of the Site, including but not limited to personal injuries or property damage incurred on the sale premises or during removal and transport of any auction item/lots, and arising out of, based upon, or resulting from any breach or violation by Bidder of this User Agreement or any use by Bidder of the Site or as a result of a dispute with another Bidder.

- Auctioneer is providing services as an independent contractor for the Owner/Seller only and is not responsible for statements made by other parties.
- This User Agreement constitutes a binding agreement between Bidder and Auctioneer until terminated by Auctioneer, which Auctioneer may do at any time, without notice, in Auctioneer's sole discretion. If Bidder dissatisfaction occurs with the auction sale in any way, Bidder's only recourse is to immediately discontinue use of the Bidder Number or auction Site. Auctioneer reserves the right to terminate Bidder registration and use of Bidder Number and auction Site and impose limits on certain features of the auction Site or restrict Bidder's access to, or use of, part or the entire Site without notice or penalty.
- Auctioneer cannot, and will not, be held responsible for any interruption in service, errors, and/or omissions, caused by any means and does not guarantee continual, uninterrupted or error free service or use of the Site. Bidder acknowledges that this auction is conducted electronically and relies on hardware and software that may malfunction without warning. The Auctioneer, in its sole discretion, may void any sale, temporarily suspend bidding and re-sell any item/lots that were affected by any malfunction. The decision of the Auctioneer is final.
- Auctioneer gathers information about Bidders and Owner/Sellers for the purposes of conducting auctions. Auctioneer does not sell or rent this information.
- Auctioneer uses email mailing lists to notify its customers about online and live auctions. If you are receiving a mailing and wish to discontinue receiving future mailings, simply forward the received email to Auctioneer to have your name promptly removed from our list.
- As a Bidder, placing a bid is a binding contract between you and the Owner/Seller and the bid cannot be retracted. Once you place a bid, and if you win, you will be obligated to buy the product at the said price you indicated as your bid. Placing a bid at the auction or online and winning, then not paying for the product is illegal and prosecution can result. The Owner/Sellers of property sold through Auction reserve the right to reject all bids, in their sole discretion. Iron Auction Group LLC undertakes the execution of bidding as a convenience for clients and is not responsible for any inadvertent failure to execute bids, or for any error in the execution of bids. IN THE EVENT OF A TIE BID, FLOOR BIDDERS ALWAYS TAKE PRECEDENCE.
- As a Bidder you are responsible for any bids placed under your bidding number and password. The security of your Bidder information is your sole responsibility as you, the Bidder, will be responsible for all bids placed under your number. If at any time you feel that your Bidder number and password have been compromised due to lack of security on your part, you must notify Auctioneer immediately.
- Bidder agrees that when using the Maximum Bid feature online, you use it according to the specifications Auctioneer has in place for that feature. You, as a Bidder, agree to only use this feature if you understand how the Maximum Bid feature works.
- You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy the Site or the content contained herein without our prior, express written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from the Site without prior, express written permission of Auctioneer. THE SITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPOSED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.
- No legal advice is intended or implied by anything contained within our auction catalog, website or advertisements. No obligation, liability, responsibility, accountability or burden is undertaken, assumed or otherwise imposed by any advertisement on our Site or elsewhere.
- Any controversy or claim arising out of or relating to this Site User Agreement shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Charleston, South Carolina, and judgment on the arbitration award may be entered into any

court having jurisdiction thereof. Auctioneer may seek any interim or preliminary relief from a court of competent jurisdiction in Charleston, South Carolina necessary to protect the rights or property of Auctioneer pending the completion of arbitration. You and Auctioneer are independent contractors, and no agency, partnership, joint venture, employee or franchiser-franchisee relationship is intended or created by this Agreement.

- The User Agreement and any disputes arising out of or related to the Site shall be governed by and construed and enforced in accordance with, the laws of the State of South Carolina applicable to contracts entered into and to be performed entirely within the State of South Carolina. If any provision of this Site User Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Auctioneer's failure to act with respect to a breach by you or others does not waive the right to act with respect to subsequent or similar breaches. This User Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.