

RAAR Group USA, Inc.

S. California Sales Office

PO Box 3476

Redondo Beach, CA 90277 USA

Ph: 310-487-3800 Fx: 702-947-6320

Director: Rick Schotts

Email: rick.raargroup@gmail.com

DUNS #: 079-275-790 Cage Code: 7EXT2

Established Since 1985/Veteran Owned

www.raargroupusa.com

Standard Terms and Conditions

U.S. Standard Terms & Conditions of Sale

By registering, you hereby expressly accept and agree to be bound by and liable for breaches of these terms and conditions. These terms apply to all sales, including (without limitation) private treaty, webcast, auction, and other sales (each a "Sale"), in the United States conducted by RAAR Group USA, Inc., or any joint venture partners thereof (collectively "RAAR") unless otherwise specifically stated. Any exceptions to the following terms will be posted in the Terms and Conditions section on the Sale details page at www.raargroupusa.com. Subject to amendments and modifications announced by the RAAR.

- **EVERY ITEM SOLD "AS IS, WHERE IS".**
- **NO GUARANTEES OR WARRANTIES WHATSOEVER.**
- **PLEASE INSPECT THE ITEMS BEFORE BIDDING.**
- **ALL SALES ARE FINAL - NO EXCEPTIONS.**
- **ALL SALES ARE SUBJECT TO A BUYER'S PREMIUM. THE RATE OF 18% FOR THIS SALE.**
- **WIRE TRANSFER OR CASHIERS CHECK ONLY WILL BE ACCEPTED. BUYER MUST ADD \$30.00 TO THEIR INVOICE FOR WIRE FEES**

Any person participating in a Sale conducted by RAAR shall be bound by the following terms and conditions:

- **Registration; Bidder Paddle.** Upon registration, RAAR grants to the registered party ("Bidder"), the right to use Webcast Bidding, RAAR online auctions, or other bidding systems, and private treaty sales processes for the purpose of bidding at a Sale to be conducted by RAAR for one or more goods (the "Assets"). Such right is granted at RAAR's sole discretion and may be revoked at any time. Only one (1) Bidder per paddle number is allowed. The party whose information was provided at the time of registration is responsible for all purchases of Assets under that Bidder paddle number. RAAR reserves the right to refuse issuing a paddle number.
- **Bidder Information.** Each Bidder expressly agrees to provide accurate and complete contact, financial, Credit Card, and other requested information. Each Bidder hereby further expressly agrees that, whether each such Bidder is acting as a principal, an agent, or an officer, director, or other representative of an entity, or in any other capacity whatsoever, each such Bidder is personally liable for and shall be bound to remit payment of the purchase price, buyer's premium, taxes, and any other amounts payable with respect to any and all Assets for which the Bidder is the "successful bidder" (in each case, the "Purchaser") at the Sale (such Assets, the "Purchased Assets"). In the case of a Bidder acting on behalf of a third party or an entity, by registering, each such Bidder expressly represents, warrants, covenants and agrees that such Bidder has the requisite authority to bind the third party or entity on whose behalf each such Bidder acts.
- **Collusion.** By participating in this auction (whether you bid or not), you represent that you have not engaged in any collusive activity regarding this auction, and you agree to disclose any person with whom you have made an agreement regarding the bidding upon, or purchase of, any item auctioned.
- **Buyer's Premium. A Buyer's Premium ("BP") of 18% will be in effect for each sale of Purchased Assets, unless specifically stated otherwise in the Sale specific terms and conditions (the "Sale Specific Terms"). Please see Sale Specific Terms for amount of BP or for any exceptions.**
- **Payment Terms. ALL PURCHASES MUST BE PAID IN FULL UPON RECEIPT OF INVOICE.** Invoices will be e-mailed, typically within 24 hours of after the Sale closes. All payments must be made by Cashier's Check, Wire Transfer or Company Check with Bank Letter of Guarantee. Checks must be made payable to RAAR Group USA, Inc... In some cases, credit cards will also be accepted up to a specified amount. RAAR reserves the right to resell Purchased Assets if the proper deposit is not received at or before the time of sale. Unless specifically stated otherwise in the Sale Specific Terms, absolutely no Purchased Assets will be removed before (i) the conclusion of the Sale and (ii) payment is made in full. All Purchased Assets must be paid for in advance of the Purchased Assets being released to the Purchaser or the Purchaser's authorized representatives. No Purchased Assets will be released without confirmation that all of the Purchased Assets have been paid in full.

- **Applicable Taxes. SALES TAX/USE TAX.** Sales tax will **NOT** be charged and collected by the Auctioneer on all purchases. The Bidder agrees that they will voluntarily pay **SALES/ USE TAX** as required by the appropriate state and local laws. The successful Bidders agree to hold harmless **RAAR** from any liabilities whatsoever if the Bidder fails to pay **SALES/ USE TAX** as required. The Bidder agrees that they are solely responsible to pay **SALES/ USE TAX**, if required, to whatever jurisdiction is appropriate in the manner required by the designated law.
- **RAAR's Reservation of Rights.** The sale of all Assets will conform to the bid process, provided that RAAR reserves the right to sell Assets by individual group lots, "EN BLOC", or otherwise, as RAAR deems appropriate. RAAR reserves the right to sell on behalf of third parties, its own account, or on the account of others. Each Bidder hereby expressly acknowledges and agrees that RAAR may, in its sole discretion, reject any and all bids at any time. Should any dispute arise between two or more Bidders or as to any bid, the Asset(s) in question may, in RAAR's sole discretion, be immediately offered for sale again and resold in which case RAAR shall be deemed to have rejected each such bid. Each Bidder hereby expressly acknowledges and agrees that (i) RAAR shall regulate all matters relating to the conduct of the Sale, including (without limitation) bidding and bidding disputes, (ii) RAAR shall be the sole arbiter of any disputes, (iii) and RAAR's decision(s) shall be final and binding on all Bidders. RAAR reserves the right to decide which bids are to be accepted for any reason. RAAR can decide to accept or decline bids for the benefit of the overall sale for whatever reason that (RAAR) deems necessary.
- **Bids are Final.** Each Bidder hereby expressly acknowledges and agrees that (i) once submitted a bid shall be binding on the Bidder who submitted such bid and (ii) no bid may be retracted by a Bidder or other party.
- **"AS IS, WHERE IS"; NO WARRANTIES. BY REGISTERING, EACH BIDDER EXPRESSLY ACKNOWLEDGES AND AGREES THAT ALL SALES ARE (I) FINAL. (II) ON AN "AS IS, WHERE IS", "IN PLACE", "WITH ALL FAULTS" BASIS WITH NO CONDITIONS OR WARRANTIES, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS AS TO (A) TITLE, (B) DESCRIPTION, (C) FITNESS FOR PARTICULAR PURPOSE(S), (D) QUANTITY, (E) QUALITY, (F) MERCHANTABILITY, (G) STATE, (H) CONDITION, (I) LOCATION, (J) CONFORMITY TO ANY STANDARD IN RESPECT OF SAFETY, POLLUTION OR HAZARDOUS MATERIAL OR TO ANY STANDARD OR REQUIREMENT OF ANY APPLICABLE AUTHORITY, LAW, RULE, ORDINANCE, OR REGULATION, (K) FINANCABILITY, (L) AGE, YEAR OF MANUFACTURE, MODEL, OR MAKE, (XIII) OR OTHERWISE. RAAR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS AS TO (I) TITLE, (II) DESCRIPTION, (III) FITNESS FOR PARTICULAR PURPOSE(S), (IV) QUANTITY, (V) QUALITY, (VI) MERCHANTABILITY, (VII) STATE, (VIII) CONDITION, (IV) LOCATION, (X) CONFORMITY TO ANY STANDARD IN RESPECT OF SAFETY, POLLUTION OR HAZARDOUS MATERIAL OR TO ANY STANDARD OR REQUIREMENT OF ANY APPLICABLE AUTHORITY, LAW, RULE, ORDINANCE, OR REGULATION, (XI) FINANCABILITY, (XII) AGE, YEAR OF MANUFACTURE, MODEL, OR MAKE, (XIII) OR OTHERWISE. BIDDERS ARE STRONGLY ENCOURAGED TO INSPECT ALL ASSETS BEFORE BIDDING. PREVIEW AND INSPECTION DATES WILL BE PUBLISHED ONLINE AT WWW.RAARGROUPUSA.COM.**
- **No Reliance on Information.** All descriptions, advertising, lot catalogs, or any other source of information (oral or written) concerning the Assets provided by RAAR or otherwise obtained by a Bidder from a source other than RAAR (collectively, the "Information") are subject to additions deletions, changes, and modifications at any time prior to purchase and sale. Each Bidder expressly acknowledges and agrees that no sale of any Asset may be invalidated by a Bidder because of an error, inaccuracy, or other fault in the Information. Each Bidder hereby expressly acknowledges and agrees that the Information have been prepared for informational purposes only and shall not and may not be relied upon by any Bidder for any purpose, including (without limitation) accuracy or completeness. By bidding on an Assets, a Bidder represents, warrants, covenants and agrees that each such Bidder is relying upon each such Bidder's own investigation, inspection, research, and analysis of the Asset(s) for which a bid has been submitted and is not in any way relying upon the Information provided by RAAR or any other third party.
- **Safety and Repair of Purchased Assets.** Each Bidder expressly agrees that, following the Sale and removal of the Purchased Assets, but prior to operating or otherwise using the Purchased Assets, such Bidder shall retain a qualified person to inspect all Purchased Assets for safety and operational purposes. Each Bidder further expressly agrees to repair or restore, at Bidder's sole cost and expense, all Purchased to a safe operating condition that, among other things, meets any standard or requirement of any applicable governmental authority, law or regulation, including (without limitation) those concerning any use to which the lot may be put.
- **Removal of Purchased Assets.** All Purchased Assets shall be removed within the time frame specified by RAAR; provided, however, that no Purchaser shall be authorized or permitted to remove any Purchased Assets prior to receipt by RAAR of payment for such Purchased Assets. Each Purchaser expressly acknowledges and agrees that each such Purchaser shall be responsible for all costs and expenses associated with removal of the Purchased Assets and shall be liable to RAAR, Seller, owner and/or landlord of the premises at which the Purchased Assets are located, and all other third parties for any personal injury or death any person or damage to property, including (without limitation) any personal injury, death, or damage caused by hazardous substances or hazardous materials, caused, in whole or in part, by Purchaser or Purchaser's employees, independent contractors, subcontractors, representatives, invitees, agents, affiliates, or other representatives (collectively, the "Purchaser Representatives") Purchaser's acts or omissions arising from related to, during, or associated with the removal of the Purchased Assets.
- **Bidder Compliance with Applicable Law.** Each Purchaser expressly acknowledges and agrees that each such Purchaser and all Purchaser Representatives shall comply with all health and safety, OSHA, environmental, and other applicable laws, rules, and regulations and all requirements established by RAAR for the removal of Purchased Assets, including (without limitation) requirements as to bonding of third parties and insurance requirements. Each Purchaser expressly acknowledges and agrees that each such Purchaser and all third parties utilized by each Purchaser shall provide RAAR, the seller of the Assets (the "Seller"), the owner and/or landlord of the premises at which the Purchased Assets are located with certificates of liability and worker's compensation insurance in amounts acceptable to the above parties, each in their sole discretion, and name all such parties as additional insureds under the foregoing policies of insurance. RAAR may, in its sole discretion, refuse to permit any Purchaser Representative from accessing the premises at which the Purchased Assets are located.
- **Third Party Service Providers.** As a courtesy only, RAAR may provide contact information for riggers, machinery movers or other service providers. RAAR is not affiliated with, nor shall RAAR be responsible or liable for the action of, any rigger, machinery mover or

other service provider utilized by a Purchaser or Purchaser Representatives. Seller or RAAR may require the use of one or more specific riggers, machinery movers or other service providers at the premises at which the Purchased Assets are located. Successful bidders will be allowed to remove equipment on their own that does not require fork lift access based on the approved hours of removal. If a fork lift, or other heavy equipment is required in order to remove subject assets, only a rigger/equipment removal contractor that is approved by RAAR based on RAAR's stated liability and specific "Riggers Insurance" requirements will be allowed access. The approved rigger/equipment removal contractor will name RAAR as well as the Seller as additional insured in regards to our stated liability insurance policy coverage requirements and provide copies to RAAR and Seller before they will be allowed access to remove stated equipment. Such a requirement does not constitute a guarantee or endorsement by Seller or RAAR.

- **Privacy Policy.** Unless you ask us not to, we may contact you via email in the future to tell you about new sales or special events that may be of interest to you. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request, e.g. to inform you of a sale.
- **Transfer Documents.** Where available, documents of transfer, including motor vehicle ownership documents, in the possession of RAAR, will be provided to the Purchaser within seven days following payment or as soon thereafter as such documents are available.
- **Security Interest.** Each Bidder expressly grants to RAAR a security interest in and lien upon the Purchased Assets and proceeds thereof to secure payment of the purchase price for the Purchased Assets. Each Bidder expressly acknowledges and agrees that, in the event of non-payment by a Bidder, RAAR may proceed to file the Bidder Registration Agreement, UCC-1 financing statements, and any other documents to perfect the security interest and lien granted hereby.
- **Bidding as a Privilege.** RAAR reserves the right to refuse any applicant the privilege of bidding or attending at the auction or other Sale event, and may revoke such privilege at any time.
- **Time is of the Essence.** Each Purchaser hereby expressly acknowledges and agrees that time is of the essence in performing Purchaser's obligations associated with the purchase and removal of the Purchased Assets. If a Purchaser fails to make payment or remove any Purchased Asset within the time periods provided, RAAR may (but shall not be obligated to) resell the each such Purchased Asset by auction, private contract or otherwise, as RAAR in its discretion deems advisable, and the Purchaser shall be liable for the difference between the price at which the Purchased Assets were resold and price that should have been paid by Purchaser, plus all costs and expenses incurred by RAAR or the Seller and plus interest (at a minimum rate of 1.5% per month or 18% per annum), legal fees, moving and storage (at a minimum rate of \$2.00/sq. ft. per month) and commissions related to such resale.
- **Presence of Potential HAZMAT.** Each Bidder hereby expressly acknowledges and agrees that (i) the premises at which the Assets are located is a potentially dangerous place with hazardous, noxious, corrosive and pressurized materials and substances being present, heavy equipment being operated and electric circuits being live and (ii) every person at such premises, either before, during and after the Sale, shall be deemed to be there at their own risk with notice of the condition of such premises, the activities on such premises and the conduct of third parties. Each Bidder further agrees to advise his employees, independent contractors, subcontractors, representatives, invitees, agents, affiliates, or other representatives (the "Bidder Representatives") of the foregoing prior to entering the premises
- **Indemnity.** Each Bidder hereby agrees to indemnify, defend, and hold harmless RAAR, Seller, and their employees, independent contractors, subcontractors, representatives, invitees, agents, affiliates, or other representatives from and against and with respect to any and all loss, liability, assessment, claim, cause of action, demand, damage or expense, (including, without limitation, reasonable attorneys' fees), court costs, penalties, charges and amounts paid in settlement of the foregoing arising from or related to (i) the purchase and sale of the Assets, (ii) Bidder's acknowledgements, agreements, covenants, representations, or warranties in these terms and conditions, or (iii) any personal injury or death or any damage to property caused, in whole or in part, by such Bidder or such Bidder's Representatives.
- **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions of the Auction may be added by the Auctioneer by announcement or posted on the premises either prior to or at any time during the Auction. This Auction is being conducted according to the Uniform Commercial Code, Article 2, part 3, Sections 2-238 and 2-301.
- **TECHNOLOGY DISCLAIMER.** WHILE RAAR ENDEAVORS TO ENSURE THAT THE WEBSITES ARE NORMALLY AVAILABLE 24 HOURS A DAY, RAAR SHALL NOT BE LIABLE IF FOR ANY REASON THE WEBSITES ARE UNAVAILABLE AT ANY TIME OR FOR ANY PERIOD. ACCESS TO THE WEBSITES MAY BE SUSPENDED TEMPORARILY AND WITHOUT NOTICE IN THE CASE OF SYSTEM FAILURE, MAINTENANCE OR REPAIR OR FOR REASONS BEYOND RAAR'S CONTROL. RAAR RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO RELIST OR ADJUST BIDDING PERIODS ON ANY SALE DUE TO SYSTEM FAILURE, MAINTENANCE, OR REPAIR. BIDDER AGREES HE HAS SATISFIED HIMSELF AND IS NOT RELYING ON RAAR, NOR IS RAAR LIABLE, FOR ANY MATTER IN RESPECT OF THE ABOVE.
- **LIMITATION OF LIABILITY.** EACH BIDDER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT, REGARDLESS OF CIRCUMSTANCES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, (I) RAAR'S CUMULATIVE MAXIMUM LIABILITY TO A BIDDER, A PURCHASER OR PURCHASER REPRESENTATIVES FOR DAMAGES ARISING OUT OF OR RESULTING IN ANY MANNER WHATSOEVER TO THE ASSETS, THE PURCHASED ASSETS OR THE TRANSACTION CONTEMPLATED HEREBY, INCLUDING (WITHOUT LIMITATION) FAILURE TO DELIVER ANY PURCHASED ASSET, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE AND BP ACTUALLY RECEIVED BY RAAR FOR THE PURCHASED ASSETS AND (II) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES OF ANY NATURE OR KIND WHATSOEVER INCURRED OR EXPERIENCED BY ANY BIDDER, PURCHASER, OR PURCHASER REPRESENTATIVES.
- **WAIVER OF TRIAL BY JURY.** EACH BIDDER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY BIDDER AGAINST RAAR ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS AND CONDITIONS, THE ASSETS, OR THE PURCHASED ASSETS.
- **GOVERNING LAW.** THESE TERMS AND CONDITIONS, THE SALE SPECIFIC TERMS, AND THE PURCHASE AND SALE OF THE PURCHASED ASSETS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW INTERNAL LAWS OF THE STATE OF WYOMING WITHOUT REGARD TO CHOICE OF LAW RULES OR PRINCIPLES.

- **EACH BIDDER HEREBY EXPRESSLY REPRESENTS, WARRANTS, COVENANTS, AND AGREES THAT EACH SUCH BIDDER HAS RECEIVED, READ, UNDERSTANDS, AND SHALL BE BOUND BY AND COMPLY IN ALL RESPECTS WITH AND SHALL BE LIABLE FOR BREACHES OF THE FOREGOING TERMS AND CONDITIONS.**