

Terms of Sale – Tiger Commercial & Industrial

All items, property or product offered for sale ("Items", "Property", "Product") are offered by Tiger Capital Group, LLC. DBA Tiger Commercial & Industrial ("Agent"), as an agent of the Property owner ("Seller"), subject to the following terms of sale ("Terms of Sale"), which, combined with any supplemental or revised terms posted in materials, on the web or as announced by Agent at the time of sale ("Sale Specific Terms"), make-up the complete and entire Terms of Sale ("Terms of Sale") that govern any sale by Agent to a Buyer. References to "Landlord(s)" throughout these terms shall be defined to include the property owners of each sale location upon which Items are located ("Sale Site").

1. Registration, Deposits and Payments.

All persons participating in the Sale, whether or not successful at purchasing Property, (referred to as a "Bidder" or "Buyer") must register to become eligible to participate in the Sale, and must provide complete and accurate information as required by Agent. This information may be used as necessary to ensure Buyer's fulfillment of its obligations as defined herein. Information obtained at the time of registration will also opt Buyer into Agent's sale notification system, which may be opted out by following the instructions at the bottom of each Sale notice. Buyer's information will not be sold, or otherwise shared with other companies, with the exception of the Seller and, in the case of a legal sale, to those parties as may be dictated by the rules governing the sale process.

Registration Deposit

Buyers participating online must provide the Initial Deposit 24 hours prior to the Sale. Tiger may not be able to respond to registration requests on the day of sale. Credit cards may be accepted for the Initial Deposit from online Buyers up to and during the sale on the following conditions: 1) Buyer grants Agent the irrevocable right to authorize Buyer's credit card for the minimum deposit and such subsequent amounts necessary to secure Buyer's purchases; 2) Buyer grants Agent the irrevocable right to capture the authorizations on Buyer's credit card to secure Buyer's purchases; 3) Buyers acknowledges that a credit card authorization shall not be sufficient to secure purchases over \$10,000, and therefore shall provide any additional deposit necessary in one of the other Acceptable Payment Forms 24 hours prior to the Sale; 4) Buyer acknowledges and accepts that credit card authorizations are subject to a 3-7 day hold on funds with Buyer's credit card company, which hold is not under the control of Agent to release. International buyers, please see sale specific terms for deposit requirements.

Initial Deposits will be refunded upon request and provision to Agent of Buyer's deposit receipt, provided no purchases of Items are made. In the event Buyer fails to pay the entire purchase price by the payment deadline and/or remove all Items in the timeframes allotted, the 25% deposit will become non-refundable and buyer may be charged additional fees as liquidated damages. Deposit refunds must be claimed within 30 days of the date of the Sale with a proper Deposit receipt, or otherwise shall be deemed as forfeited. International buyers, please see sale specific terms for deposit requirements.

Upon Buyers' successful purchase, Buyer shall be immediately responsible for payment of their total purchased Items in one of the Acceptable Payment Forms. Unless posted otherwise in the Sale Specific Terms, Payment of the Balance Due ("Final Payment") is required by 24 hours after receiving the final invoice.

Final payments must be made in one of the Acceptable Payment Forms or, if allowed per the Sale Specific Terms, by Visa or MasterCard. Unless alternative arrangements have been acknowledged and accepted by Agent prior to the conclusion of the Sale, Online Buyers hereby authorize Agent to process the payment for the balance of their purchased Items using the credit card provided. However, Buyers spending in excess of \$10,000 must provide an alternate Acceptable Payment Form for the portion of Buyer's purchases exceeding \$10,000. Buyer is responsible for any bank charges incurred for processing wire transfers (please note that it

Terms of Sale – Tiger Commercial & Industrial

is very common for your bank as well as intermediate banks to charge a fee). Buyers paying by credit card hereby waive their rights to chargeback.

All payments must be made in U.S. Dollars. IRS regulations require us to report all cash payments, as defined by the IRS, exceeding \$10,000 from any one purchaser for one transaction or two or more related transactions. When accepted, business checks must be accompanied by a bank letter, drawn on a bank which is acceptable to the Agent, which states that the bank will guarantee payment up to a specified amount (this letter must contain the words “guarantee payment”). Buyer authorizes Agent to complete and deposit signed checks provided to Agent without the dollar amount.

2. **Buyer's Premium.** A Buyer's premium has been included to the price of each item purchased. See each sale's listing on the SoldTiger.com website for the specific buyers' premium rate to be charged.

3. **Taxes.** When required by law, Agent shall collect and Buyer shall pay all sales/use taxes or other applicable taxes, which will be added to the purchase price, including the Buyers premium, on all purchased Items. PRIOR TO THE CLOSE OF THE SALE, Buyers who purchase for resale must fax or email to Agent documentation to prove their exemption status, including, but not limited to, their resale permit and a completed and signed resale certificate form, without which all applicable taxes will be charged by Agent. Buyers purchasing from out-of-state (if accepted by the state) can provide a Bill of Lading proving that the purchased items are being transported directly out-of-state by a common carrier. Sales/use taxes will be refunded in full to Buyers who prove their qualified exemptions as described above at the time documentation deemed acceptable by Agent is received by Agent, provided such information is submitted within 5 business days after the last day of checkout (checkout timeframe varies by auction see specific terms for each auction). Tiger reserves the right to reject any claim for sales tax exemption that it believes to be insufficient to satisfy the scrutiny of the applicable taxing authority. Buyer's obligation to make payment, in full, for all Items purchased, is not contingent upon or subject to any determination by Tiger regarding Buyer's sales/use tax exemption status or the timely notice in which Buyer's sales/use tax exemption status is provided to the Buyer.

4. **Bidding.** Agent reserves the right to add to, group, withdraw, re-catalog Items in all Sales, or to sell in any order Agent deems suitable, as well as adjust minimum bids and/or reserve prices and extend or shorten closing times. Agent, and/or its affiliates or subsidiaries may bid at the auction either for its own account or on behalf of a third party. In the event there is a dispute between two or more claims of entitlement as the successful bidder, Agent reserves the right to resell the item(s) in dispute. Agent reserves the right to hold all bulk bids in abeyance and at the conclusion of the sale or after the offering of a specific item, to accept either the bulk bid or the aggregate of the individual bids received during the sale, whichever is higher. Agent reserves the right to reject any bid which is only a fractional advance over the preceding bid or which is not commensurate with the value of the lot. Some of the Items offered may be subject to a reserve price (minimum allowable selling price).

Buyers participating online are responsible to confirm submittal of online bids for accuracy. When offered, Internet bidding is provided via a 3rd Party Bidding System. Under no circumstances shall Buyer hold Agent liable for system failures resulting in Buyer's bid not being properly submitted. All bidding and subsequent transactions shall be in U.S. dollars.

5. **Representations.** Agent makes every effort to provide accurate information about the Items being sold; however in no other way is accuracy of same guaranteed by Agent. Neither Seller nor Agent will assume responsibility for Buyer's bidding errors. Buyers shall be deemed to have relied entirely upon their own inspections and investigations. Buyers are recommended to inspect all Items. When provided, descriptions, photos, conditions, dimensions, odometer, usage and hours etc. are offered as a guide only. In certain cases, a photo of like product may be used to represent several different lots. Photos may also capture nearby Items

Terms of Sale – Tiger Commercial & Industrial

not listed as part of the lot. Agent shall not be held responsible for such errors as posting the wrong photo, description, condition, dimension, odometer, usage and hours etc. for an item. When in doubt, please physically inspect or bid accordingly.

6. **Vehicle Titles.** Where applicable, vehicle title documents, which are in the possession of the Auctioneer, will be provided to the buyer within twenty (20) business days following the sale, or as soon thereafter as such documents become available. Buyer is responsible for transfer and/or registration costs direct with the DMV including any back fees and/or penalties.

7. **All Sales are Final.** A signed invoice constitutes acceptance of the Terms of Sale and is a legally binding contract of sale. All sales are final. There will be no refunds, returns or exchanges.

8. **Removal of Items Purchased.** See Sale specific information regarding removal dates, deadlines and conditions. Checkout will be scheduled by appointment only. All Items purchased must be paid in full before an appointment can be scheduled or Items will be released from the premises. Buyers without an appointment will be required to wait for the next available checkout clerk. Buyer is solely responsible to pickup its purchased Items within the timeframes provided. Buyer must provide its invoice at time of pickup. All Items must be removed by Buyer at its own risk and expense, and in compliance with all applicable laws, regulations or ordinances. Quantities should be checked by Buyer or their Agent before removal of Items. No allowances will be made for claims or shortages once Items have been removed.

Buyer is responsible to arrange to have its purchased Items packed, insured, rigged, moved or shipped, and shall accept full responsibility for all labor, materials and costs necessary to complete its removal, as well as any damages, losses, acts or omissions related to Buyer's removal of purchased Items from the Sale Site. Buyer represents that it is familiar with the Item(s) it is purchasing, as well as their condition, location, contents, etc., and is purchasing such Item(s) with a knowledge and understanding of the removal requirements of the Item(s), including any regulations related to the dismantling, rigging or moving of the Item(s). In the event Agent assists Buyer with any part of the removal process, it does so as a courtesy, and shall assume no responsibility for damages, losses, acts or omissions of any packer, carrier, rigger or mover, whether or not such packer, carrier, rigger or mover is recommended by Agent. Agent is under no obligation to provide materials or other services, and in no event will be liable for damage to Buyer's purchased Items regardless of cause. In the event buyer uses a third party to remove their Item(s), buyer is responsible to coordinate such removal within the posted checkout times for each specific sale with their 3rd party service providers. Buyers are also responsible to provide their 3rd party service providers with Agent Release Authorizations. An 'Agent Release Authorization' form is available on the Tiger site for use when retaining any 3rd party to pickup purchases.

Agent requires Certificates of Insurance from any purchaser or their agents that will be removing Items which require rigging, moving, dismantling, cutting, grinding, purging, cutting or disconnecting electrical or plumbing utilities, use of any type of vehicle or material handling equipment (i.e. forklift, crane or similar), or based on special circumstances as determined exclusively by Agent. All Certificates of Insurance, must be properly completed, list all loss payees, as required by Agent and must evidence general liability insurance at a minimum of \$5 million per occurrence, auto liability at a minimum of \$1 million per occurrence and workers compensation insurance at statutory limits **or such other limits as may be required for a specific sale.**

In the event the sale involves the removal of installed Items, Buyer acknowledges that they are responsible for and entitled to remove the item as described to first point of utility disconnect. Further, Buyer acknowledges that they are purchasing the item and its contents, but should not assume it is entitled to any controls, in wall wiring, cables, connectors or down line components, unless specifically stated so in the lot description. In the event the removal of an item results in damage to the Sale Site and/or the creation of trash and debris on or around the Sale Site, Buyer shall be responsible for associated repair and clean up of the Sale Site. This

Terms of Sale – Tiger Commercial & Industrial

includes, but is not limited to, patching of an exterior wall or roof to reasonable standards when the removal of the item results in a hole.

9. **Export.** Buyer is responsible to obtain proper licenses, where required for the export of any Items that are considered controlled commodities and which are restricted from export outside of the United States without proper export licenses. Buyer further agrees to fully comply with all applicable export control laws, regulations, rules, and orders of the United States and all other applicable jurisdictions, and will not export, re-export, release, or transfer (collectively "export"), directly or indirectly, any Equipment, or enter into any transactions, for any proscribed end-use, or to or with any proscribed country, entity, or person (wherever located), including but not limited to those entities and persons listed on the U.S. Government's Denied Persons List, Unverified List, Entity List, Debarred Parties List or Specially Designated Nationals List, without first obtaining at its own expense written authorization from the U.S. Government. Agent will have the right to cancel any sale at any time in the event it determines, in its sole discretion, that the sale does or may violate applicable U.S. export control or similar laws.

10. **Failure to Remove Purchased Items.** In the event Items (including portions of a lot) are not removed by Buyer in the timeframes allotted, the Items shall be deemed abandoned and subject to the following actions without any further notice to Buyer: (i) Buyer may lose any right, title or interest Buyer has acquired in the Item(s); (ii) Agent, Seller or Landlord, in their sole discretion, may reposes the Items and retain title for their own interests; and/or (iii) Agent, Seller or Landlord may arrange for the Items to be discarded, removed, stored or resold, and shall be entitled to any costs associated with these actions and/or any other charges, fees, and expenses incurred as a result of Buyer's failure, including all attorney fees and costs incurred by Agent, Seller and/or Landlord to enforce Buyer's obligations hereunder.

11. **Failure to Pay.** In the event Buyer fails to pay the entire purchase price by the payment deadline (i.e., 24 hours after receiving the invoice), Agent may retain and/or recover, upon demand, from Buyer the required Deposit per Paragraph 1 as liquidated damages for such failure. In addition thereto, Agent may, at its discretion, either resell Buyer's Items at a public or private sale without further notice to Buyer and/or dispose of the item at Buyer's sole expense. Any difference between the sale price for an item by the defaulting Buyer and the price received by Agent at a resale shall be paid to Agent by the defaulting Buyer. In addition, a defaulting Buyer shall be deemed to have granted Agent a security interest in the item, which Agent shall retain as collateral security for Buyer's obligation to Agent.

12. **Non-Delivery.** Until such time as purchased Items are removed from the premises by the Buyer, Agent shall have the right to cancel or void the sale of any such Items purchased by Buyer. Agent shall have no liability to Buyer due to the non-delivery of any purchased item other than the return of Buyer's deposit or payment for a canceled or voided sale item. No claim of any kind for purchased Items, whether or not based on negligence, shall be greater in amount than the purchase price paid by Buyer.

13. **Absence of Warranties.** The condition of the Items being offered varies. The Buyer understands and agrees: (1) that any description or sample of the Items given or furnished by Agent is solely for identification, and does not create any warranty expressed or implied, that the item actually conforms to such description or sample, (2) that Buyer or agent on Buyer's behalf has inspected or has had the opportunity to inspect, all of the Items upon which Buyer will be bidding and/or does purchase, (3) that all Items are purchased and accepted by Buyer "AS IS", "WHERE IS" and "WITH ALL FAULTS". AGENT MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES WHATSOEVER WHETHER WRITTEN, ORAL OR IMPLIED AS TO QUALITY, QUANTITY, CONDITION, USABILITY, SALABILITY, WEIGHT, MEASUREMENT, DATE OF EXPIRATION YEAR, MODEL, MECHANICAL CONDITION, PERFORMANCE, OR OTHER SPECIFICATIONS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY AGAINST PATENT, TRADEMARK, COPYRIGHT OR TRADE SECRET INFRINGEMENT, (4) **THERE IS NO WARRANTY RELATING TO QUIET ENJOYMENT, OR THE LIKE IN THE DISPOSITION OF ANY OF THE ASSETS.** Buyers

Terms of Sale – Tiger Commercial & Industrial

are hereby advised that the Agent and Seller have no knowledge with respect to, and have no obligation to investigate, the merchantability or fitness for any particular purpose or use of any of the Assets. (5) in the event there are manufacturer warranties in effect for the item purchased, Buyer must make all claims hereunder directly with the provider of the warranty. **NO WARRANTY OR REPAIR PROGRAM FOR THE ASSETS IS BEING OFFERED AS PART OF THE SALE.** No statement or statements of any other paragraph herein shall be construed to in any way contradict the provisions of this paragraph.

14. Appropriate Rights and Clearances Not Included. All Items are sold by Agent without any corresponding grant of rights or clearance from any third parties. Since some of the Items may, if commercially used, infringe third party rights, Buyer acknowledges and agrees that it shall be solely responsible for acquiring all appropriate rights and clearances from all third parties. Such rights and clearances include, but are not limited to, third party copyright, trademark, patent, trade secret, and privacy rights.

15. Buyer's Responsibility. Upon the Agent's declaration of an item as "Sold" and Buyer's full payment, title to the offered lot shall pass to the Buyer, who shall forthwith assume full risk and responsibility for the lot. Dependent upon the Item(s) value, Buyer may consider taking steps to have the Item(s) insured as of such transfer of title Buyer is solely responsible to provide any personnel, equipment or material needed to pick up Items purchased and shall assume all responsibility for the removal of any item purchased at the sale and any and all risks associated with such removal including, without limitation, the responsibility for providing licensed, qualified and bonded professionals to ensure proper water, gas and/or power disconnection, and to leave the Sale Site in a safe condition, undamaged by the removal process. Agent retains the right to prohibit and stop the ongoing removal of any item, by a Buyer, which Agent, at its' sole discretion, determines is not being removed in a professional and reasonable manner.

16. Hazardous Materials. Buyer agrees that in the event any purchased Items contain Hazardous Materials,¹ Buyer shall be responsible for disposing of such Hazardous Materials. Buyer agrees to provide Agent with evidence that Buyer or its representatives are licensed for such removal and shall comply with all applicable local, state and/or federal rules, laws and regulations. Agent, its agents or representatives shall not be responsible for its containment, storage or removal. Buyer shall indemnify, defend and hold Agent harmless with respect to all costs, expenses, liabilities, damages or claims, including attorneys' fees, asserted by any person, entity or governmental agency or against Agent directly or indirectly relating in any manner to any hazardous or toxic materials which may be regulated under applicable laws, rules or regulations and which relate in any way to the dismantling and removal of any purchased item. Agent shall in no event be obligated to sell any item which contains any hazardous materials or to incur any costs or expenses relating in any manner, either directly or indirectly to any hazardous materials. Buyer shall be responsible for any and all remediation costs relating to the dismantling and removal of any purchased item containing hazardous materials, whether or not such hazardous materials were known to Buyer prior to Buyer's purchase, as Buyer is expected to have conducted all necessary due diligence to assess and determine the presence of hazardous materials within purchased Items. Buyer will not bring any Hazardous Materials onto the premises.

17. Acts of Others. All persons entering the Sale Site acknowledge that the Sale Site is a potentially dangerous place, which includes the operation of equipment and access to certain lots and areas that may be inherently dangerous. Every person, which includes, but is not limited to the Buyer, as well as Buyer's representatives, agents and associates, who enter the Sale Site, before, during and after the sale of Items shall be deemed to be there at their own risk with notice of the condition of the premises, the activities on the premises and the conduct of any third parties and shall so advise their agents, employees and associates. No person shall have any claim against Auctioneer, Seller or Landlords, or any of their respective agents,

¹ As used herein, "Hazardous Materials" means any toxic or hazardous substance, material or waste which is regulated by any local or US governmental authority, including, but not limited to, any material or substance whether in the form of a solid, liquid, gas or any other form whatsoever, which by any Governmental Requirements either requires special handling in its use, transportation, generation, collection, storage, handling, treatment or disposal, or is defined as "hazardous" or harmful to the environment.

Terms of Sale – Tiger Commercial & Industrial

employees or principals at any Sale Site, for any injuries sustained nor for damages to or loss to persons or property which may occur from any cause whatsoever. Auctioneer, Seller and Landlords, as well as their agents, employees or representatives, shall not be liable by reason of any defect in or about the condition of the Sale Site. Buyer specifically releases Auctioneer, Seller and Landlords, as well as their agents and representatives from all liability thereof.

18. Limits of Liability. In no event shall Agent's liability to Buyer exceed the purchase price actually paid for an individual item or lot. A Buyer's claim shall be limited to the amount paid for the merchandise, and shall not extend to any obligation, risk, liability, right, claim, remedy for loss of use, revenue or profit, liability of Buyer to any third party, personal injury, or any other direct, indirect, incidental or consequential damages. Buyer further acknowledges that each item it purchases at the sale represents a separate transaction, and that no one transaction shall be conditioned upon another transaction. Buyer hereby holds Agent, Seller and Landlords harmless from: (1) the acts or omission of any party who provided any Items to Agent for sale, (2) the acts or omission of the owner or Lessor of the Sale Site or the site where the Items are stored, (3) any claims Buyer may have against Agent, Seller, Landlords, or any former owner of the property being sold, (4) Buyer's failure in any way to properly inspect Items and/or fulfill its obligations per the terms and conditions of the sale, as indicated within this document or as announced by Agent at the time of sale. In the event Buyer provides a deposit or payment using a Credit Card, Buyer acknowledges that it is purchasing under the As-Is, Where-Is terms of the Sale and that Buyer shall waive all rights of charge back based on any claims of misrepresentation, non-delivery or non-performance.

19. Assignment of Rights. Buyer acknowledges that its failure to comply with the Terms of Sale may result in damages incurred by Agent, Seller and/or Landlords ("Damaged Party"). Buyer hereby authorizes Agent to assign Agent's rights under this Agreement to any Damaged Party, so that the Damaged Party may pursue Buyer directly to recover losses incurred.

20. Right of Removal. Agent reserves the right to remove any person from the Sale Site, as well as to refuse an individual's offer to purchase Items.

21. Indemnification. Buyer shall indemnify, hold harmless and defend Agent, Seller and Landlords, from and against any and all losses, damages, liabilities and claims, including attorney fees, costs and expenses arising out of based upon or resulting from: (1) failure to secure all safety equipment and to meet all applicable government safety standards in removing Items purchased or used by Buyer, (2) failure to comply with safety instructions issued to Buyer from Agent, (3) any act or omission of Agent, Seller, Landlords or their respective agents, representatives or employees, relating to or affecting the Items bid on or purchased by Buyer, (4) the claim of any third party claiming or challenging title to any Items purchased by Buyer or claiming infringement of any proprietary interest, (5) the claim of any person resulting from Agent offering for sale or selling the Items purchased by Buyer, (6) any injury to Buyer or any other person or property of any type whatsoever caused during the inspection, dismantling, removing or transporting of Items purchased by Buyer.

22. Governing Law. The validity, construction and performance of these Terms of Sale shall be governed by the substantive law of the State of California as applied to agreements among California residents entered into and to be performed entirely within California, without giving effect to its conflict of laws provisions. The prevailing party shall be entitled to reimbursement by the losing party of all statutory and non-statutory costs and expenses, including, but not limited to, all of its attorney fees.

23. Severability. If any provision of these Terms of Sale is deemed to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts shall not be affected.