

## Terms For Online Auction Sales – Fixtures, Furniture & Equipment

All items offered for sale at the Auction ("Items", "Property", "Product", "Purchases") are offered by Tranzon Asset Strategies ("Auctioneer"), as Seller's agent, subject to the following Terms and Conditions of Sale, which, combined with each Auction's specific terms as posted in materials and on the web, make up the Complete Terms and Conditions of Sale.

1. **Registration Deposit.** Auctioneer shall authorize Buyers' provided credit card for \$300 as an Auction Registration deposit. This authorization will place a 3-7 day hold on these funds with your credit card company, but will not be charged unless purchases are made.
2. **Buyer's Premium.** A 15% Buyer's premium will be added to the price of each item purchased.
3. **Payment.** All payments are due upon the close of the Auction. Buyer hereby authorizes Auctioneer to process the payment for their purchasers using the credit card provided. Auctioneer will email an Invoice to Buyer upon processing payment. Buyer hereby waive their rights to chargeback.
4. **Taxes.** When required by law, Auctioneer 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 AUCTION, dealers who purchase for resale must fax to Auctioneer their resale permit numbers and complete a resale certificate, without which all applicable taxes will be charged by Auctioneer. However, sales/use taxes will be refunded in full to qualified Buyers at the time such documentation is provided to Auctioneer, provided such information is submitted within 7 days of the auction closing.
5. **Bidding.** All bids must be submitted using the online bidding system. Buyer is responsible to confirm their bids for accuracy. This may be done by selecting the Review Bids function at any time. Bidders will receive outbid notifications via email up until the last day of the auction, after which time you must log in to the bidding site to confirm your bids. Auctioneer is providing Internet bidding as a service to Buyer using a 3<sup>rd</sup> Party Bidding System. Under no circumstances shall Buyer hold Auctioneer liable for system failures resulting in Buyer's bid not being properly submitted. This auction uses staggered closing times and dynamic closing. This means that bids received in the final minutes before an items scheduled close time will extend the bidding an additional 4 minutes. All bidding and subsequent transactions shall be in U.S. dollars. Auctioneer reserves the right add to, group, withdraw or re-catalog items in this auction, as well as adjust minimum bids and/or reserve prices and extend or shorten closing times.
6. **Representations.** Auctioneer makes every effort to provide accurate information about the items being sold. However, neither Auctioneer nor its Client will assume responsibility for Buyer's bidding errors. It is Buyers' full responsibility to confirm the accuracy of items offered for sale. Buyers are recommended to inspect all items. Descriptions and photos 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 not listed as part of the lot. Do not rely solely on photos to make buying decisions; be sure to read descriptions. Auctioneer shall not be held responsible for such errors as posting the wrong photo for an item. When in doubt about the condition of an item, please bid accordingly.
7. **All Sales are Final.** A successful bid at auction, whether live or online, constitutes a legally binding contract of sale. All sales are final. There will be no refunds, returns or exchanges.
8. **Removal of Items Purchased.** Buyer is solely responsible to remove purchases within the timeframes posted.
9. **Failure to Remove Purchases.** In the event items are not removed in the timeframes allotted, the items purchased shall be deemed abandoned and Buyer will lose any right, title or interest Buyer may have acquired and the items shall revert and repossess to Auctioneer without further notice to Buyer. Auctioneer shall also be entitled to any costs associated with the removal, storage and reselling of Buyer's items, and any other charges, fees, and expenses incurred as a result of Buyer's failure, including all attorney fees and costs incurred by Auctioneer to enforce Buyer's obligations hereunder.
10. **Failure to Pay.** In the event Buyer fails to pay the entire purchase price by the payment deadline, Auctioneer may retain and/or recover, upon demand, from Buyer the required Deposit per Paragraph 1 as liquidated damages for such failure. In addition thereto, Auctioneer 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 sole expense. Any difference between the bid price for an item by the defaulting Buyer and the price received by Auctioneer at a resale shall be paid to Auctioneer by the defaulting Buyer. In addition, a defaulting Buyer shall be deemed to have granted Auctioneer a security interest in the item, which Auctioneer shall retain as collateral security for Buyer's obligation to Auctioneer.
11. **Non-Delivery.** Until such time as purchased items are removed from the premises by the Buyer, Auctioneer shall have the right to cancel or void the sale of any such items purchased by Buyer. Auctioneer shall have no liability to Buyer due to the non-delivery of any purchased item other than the return of Buyer's deposit 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.
12. **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 Auctioneer 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". AUCTIONEER MAKES NO WARRANTIES OR GUARANTEES WHATSOEVER WHETHER WRITTEN, ORAL OR IMPLIED AS TO QUALITY, QUANTITY, CONDITION, USEABILITY, SALEABILITY, WEIGHT, MEASUREMENT, 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) in the event there are manufacturer warranties in effect for the item purchased, Buyer must make all claims thereunder directly with the provider of the warranty. No statement or statements of any other paragraph herein shall be construed to in any way contradict the provisions of this paragraph.

13. **Appropriate Rights and Clearances Not Included.** All sale items sold by Auctioneer are sold without any corresponding grant of rights or clearance from any third parties. Since some of the sale 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.
14. **Buyer's Responsibility.** Upon the Auctioneer's declaration of an item as "Sold", title to the offered lot shall pass to the Buyer, subject to Buyer's full payment, who shall forthwith assume full risk and responsibility for the lot. 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.
15. **Hazardous Materials.** Buyer agrees that in the event any purchased items contain environmental hazards, toxic waste or other type of hazardous material in any form whatsoever, Buyer shall provide 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. Auctioneer, its agents or representatives shall not be responsible for its containment, storage or removal. Buyer shall indemnify, defend and hold Auctioneer harmless with respect to all costs, expenses, liabilities, damages or claims, including attorneys' fees, asserted by any person, entity or governmental agency or against Auctioneer 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. Auctioneer 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.
16. **Acts of Others.** Persons in attendance during inspection, sale or removal of merchandise assume all risks of damage or loss to persons, property, or merchandise and shall exercise proper precautions at all times for the protection of persons and property and shall comply with all safety and health requirements as directed by Auctioneer, and local, state and federal regulations. Neither Auctioneer, its agents, its employees or representatives shall be liable by reason of any defect in or about the condition of the premises on which the auction is held. Buyer specifically releases Auctioneer, its agents and representatives from all liability thereof.
17. **Limits of Liability.** In no event shall Auctioneer'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 Auctioneer harmless from: (1) the acts or omission of any party who provided any items to Auctioneer for sale, (2) the acts or omission of the owner or Lessor of the auction site or the site where the auctioned items are stored, (3) any claims Buyer may have against Auctioneer, Auctioneer's client(s) 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 Auctioneer 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 auction and that Buyer shall waive all rights of charge back based on any claims of misrepresentation, non-delivery or non-performance.
18. **Right of Removal.** Auctioneer reserves the right to remove any person from the auction site and to refuse that individual's bid, whether offered live, by proxy or by internet. In such event, any outstanding deposit will be immediately returned.
19. **Indemnification.** Buyer shall indemnify, hold harmless and defend Auctioneer, owners and building owners 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 Auctioneer, (3) any act or omission of Auctioneer, owners, building owners 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 Auctioneer 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.
20. **Bidder's Number.** The bidder's number is nontransferable. All bids made using the bid number will be the responsibility of Buyer.
21. **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.
22. **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.

## Terms For Online Auction Sales – Real Estate

1. Tranzon Asset Strategies (“Auctioneer”) is conducting the Auction Sale. The auction sale is subject to Seller confirmation.
2. The auction sale will be conducted on-line only. All bidding will take place at [www.tasbid.com](http://www.tasbid.com).
3. Auctioneer will verify all bidder registrations. If unable to verify the bidder identity, all bidding rights shall be terminated. Bidders will be required to provide a valid credit card at time of registration; a \$500.00 authorization will be placed on the credit card to determine validity.
4. Auctioneer utilizes timed auction events.
5. The online auction will include an auto-extend feature. Any bid placed within 4 minutes of the auction ending will automatically extend the auction for an additional 4 minutes from the time the bid is placed. The auto-extend feature remains active until no further bids are received within the 4 minute time frame.
6. A buyer’s premium of ten per cent (10%) shall be added to the Successful Bidder’s high bid price and become part of the total purchase price to be paid by the Successful Bidder.
7. At the conclusion of the auction, successful bidders will be emailed or faxed a contract to be executed and returned to Auctioneer. Successful bidders will deposit Ten Percent (10%) of the Contract Sales Price in the form of cashiers check or wire transfer to the escrow agent named on the contract for sale within 24 hours of auction conclusion. The entirety of the remaining balance is due at closing on or before the contract closing date stipulated in the purchase agreement. This must be completed within 24 hours of the auction closing time or the purchaser shall be in default.
8. The Successful Bidder will be required to execute the contract and other documentation concerning the property immediately upon receipt. These documents will set forth the “Purchaser”, the “Seller”, the “Broker” if applicable, and contain the precise terms and conditions of the sale. Copies of said documents shall be available through the Auctioneer’s office. In the event the winning bidder fails to submit the executed contract as well as the required earnest money deposit as provided for in the auction terms, the winning bidder authorizes Auctioneer to charge a penalty fee of \$2,000.00 to the credit card provided at time of registration. There may be additional remedies for the Seller as a result of default, see contract for specifics.
9. The sale will not be contingent upon obtaining financing and will not be extended for that purpose. Purchasers who fail to close the transaction because they do not obtain financing or any other reason will be required to release their entire deposit to Seller as liquidated damages and not as a penalty.
10. All bidders are encouraged to personally inspect the properties and documentation relating thereto. The properties are being sold “as-is, where is” with no representations or warranties whatsoever. The sale is not contingent upon inspection and will not be extended for that purpose. Neither Seller, Broker nor Auctioneer makes any warranties or representations, either expressed or implied, concerning the properties included in the sale. Neither Seller, Broker nor Auctioneer shall be liable for any relief, including damages, rescission, reformation, allowance or adjustment based on the failure of the properties to conform to any standard or expectation.
11. The sale will be fee simple title by Grant Deed, **as is**, with a standard coverage title policy provided by Seller at Purchaser’s expense subject only to current taxes, assessments, easements, rights-of-way, conditions, restrictions, other matters of record and any printed exceptions specified in the preliminary title report except monetary liens.
12. All sales must close within 30 days unless extended by the Seller, at its option, in writing. The Seller may, for a fee, grant an extension to the closing date. Requests for extensions must be made in writing at least five days prior to the scheduled closing date. All extension requests are evaluated by the Seller on a case-by-case basis and are solely at Seller’s discretion. Purchasers who fail to close in a timely manner for any reason shall be required to release their deposit(s) to seller as liquidated damages and not as a penalty. Seller retains the unilateral right to cancel escrow and retain the deposit in the event Purchaser fails to close as required by the terms of the Purchase Agreement.
13. The Purchaser will be required to pay all closing costs, including, but not limited to, document preparation fees, documentary transfer tax, recording fees, property tax prorations, title fees, and closing fees.
14. Broker participation is welcomed. A referral fee of 2% of the high bid price will be paid to the licensed California real estate broker whose prospect pays and closes on the property. No referral fees will be paid if the broker or a member of his/her immediate family is participating in the purchase of the property. To qualify for a referral fee, the real estate broker must: (a) be a licensed California real estate broker who will abide by the National Association of Realtors Code of Ethics, (b) sign an affidavit stating his/her involvement is serving only as broker and not as a principal, (c) first register the prospect by completing the Broker Registration Agreement (available from the Auctioneer’s office) and returning it by fax to 949.727.9022 no later than 24 hours prior to the scheduled auction; and the registration form must be signed by the prospect and received before any inspection of the property by the prospect. A complete registration file on all prospects will be maintained. No broker will be recognized on a prospect who has previously contacted or been contacted by the Seller or its representatives. Referral fees will only be paid upon closing and receipt of commissions by Tranzon Asset Strategies.
15. The Auctioneer reserves the right to deny any person admittance to the Auction, to postpone or cancel the Auction, to withdraw the properties from the Auction and to change any terms of the Auction or particular conditions of sale upon announcement prior to or during the course of the Auction.
16. The information contained in the information package is subject to inspection by all appropriate parties. No liability for its accuracy, errors, or omissions is assumed by the Auctioneer or its agents, the Brokers, Seller or its agents. Prospective bidders should independently verify any information being materially relied upon in making a purchasing decision.
17. Only the Purchase Agreement shall set forth Seller’s obligations to the Successful Bidder.
18. The auction is being conducted pursuant to all local and state laws.
19. The sole and exclusive venue for any disputes involving Seller regarding or relating to any auction or sale made by auction shall be the United States District Court for the Central District of California or, if that court does not have jurisdiction, the states courts of general jurisdiction located in Orange County, California. All Qualified Bidders irrevocably submit to the jurisdiction of those courts.