



GENERAL TERMS OF SALE

All items offered for Sale ("Items", "Property", "Product", "Purchases") are offered by PRG ProShop ("Seller"), with the support and assistance of ThreeSixty Asset Advisors ("Seller's Agent") in its limited capacity as Seller's Agent (collectively referred to herein as "Sales Team"), subject to the following Terms and Conditions of Sale, which, combined with each Sale's specific terms as posted in materials and on the web, make up the Complete Terms and Conditions of Sale.

Registration. Parties interested in participating in the Sale ("Bidder(s)", "Buyer(s)") must register as a Bidder on Sales Team's online bidding site or, in the case of a live Sale, onsite, by filling out registration forms completely and accurately. This information may be used as necessary to ensure Bidder's fulfillment of its obligations as defined herein. Information obtained at the time of registration will also opt Bidder into Sales Team's sale notification system, from which Bidder may opt out by following the instructions at the bottom of each Sale notice or by emailing prg@360assetadvisors.com. Bidder's information will not be sold, or otherwise shared with other companies, with the exception of the Sales Team and, in the case of a legal sale, to those parties as may be dictated by the rules governing the sale process. For PRG's complete privacy notice, visit: https://prg-proshop.com/main/privacy_notice.

Deposits. Credit cards are requested at the time of registration to assist with our buyer qualification process. However cards may not be charged unless and until you make purchases and in alignment with all other terms of sale. Upon placing a bid at the auction, you acknowledge and accept that by doing so, you accept all terms of sale including your immediate obligation to a 25% deposit on winning bids ("Purchase Deposit"). Bidder's failure to pay or Sales Team's election not to collect all or a portion of the 25% does not waive Bidder's obligation to such amount in the event of default. Bidders intending to spend in excess of \$5,000 or International Bidders must contact Sales Team prior to the Sale to make any necessary arrangements at Sales Team's sole discretion to authorize your participation and avoid bidding interruption.

Buyer's Premium. A Buyer's Premium will be added to the price of each item purchased in such amount as listed in Sale Specific Terms.

Payment. All payments are due upon the close of the Auction. Bidder hereby authorizes Sales Team to process the payment for their purchasers using the credit card provided, unless Bidder has notified Sales Team by email prior to the close of auction, informing Sales Team of Bidder's intended alternate payment method. Alternate forms of payment include wire transfer or such other form that may be agreed upon by Sales Team in writing prior to Bidder's participation in the Sale ("Alternate Payment Forms"). Alternate payments shall be due and payable by close of business on the day following the close of the Sale ("Payment Deadline"). Bidder's that spend in excess of \$10,000 and international Bidders must pay using one of the Alternate Payment Methods. Such alternate payments shall be due and payable by the Payment Deadline. Bidders will receive balance due invoices following the sale and paid invoices upon full payment. It shall be Bidder's responsibility, however, to contact Sales Team in the event an invoice is not received in a timely manner.

Credit Card Payments. Bidders providing deposits or full payment by credit card further agree to the following: 1) Bidder grants Sales Team the irrevocable right to authorize Bidder's credit card for the minimum deposit and such subsequent amounts necessary to secure Bidder's purchases; 2) Bidder grants Sales Team the irrevocable right to capture the authorizations on Bidder's credit card to secure Bidder's purchases; 3) Bidder acknowledges that a credit card authorization shall not be sufficient to secure purchases over \$5,000, and therefore shall provide any additional deposit necessary in one of the other acceptable payment forms 24 hours prior to the Sale; 4) Bidder acknowledges and accepts that credit card authorizations are subject to a 3-7 day hold on funds with Bidder credit card company, which hold is not under the control of Agent to release; 5) Bidder hereby waives their rights to chargeback and agrees to settle any disputes between Bidder and Sales Agent through such means as defined herein.

Successful Bid. Upon award of bid and Bidder's full payment, title to the offered lot shall pass to the Buyer, who shall forthwith assume full risk and responsibility for the lot. A successful bid at Auction, whether live or online, constitutes



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acceptance of the Terms and Conditions of Sale, and is a legally binding contract of sale. All sales are final. There will be no refunds, returns or exchanges.

Taxes. When required by law, Sales Team 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, a Buyer claiming exemption from sales tax must provide to Sales Team proof of such exemption in a form acceptable to Sales Team. This may include a valid reseller permit that qualifies the Buyer for exemption in the state where the Purchased items are located, or where applicable, a common carrier bill of lading reflecting a shipment directly out of the country from the Property location. No Property will be released to the Buyer unless the tax has been paid or acceptable exemption documents have been provided. No taxes will be refunded once the tax has been collected.

Bidding. Buyer is responsible to confirm submittal of online bids for accuracy. Sales Team is providing Internet bidding as a service to Buyer using a 3rd Party Bidding System. Under no circumstances shall Buyer hold Sales Team liable for system failures resulting in Buyer's bid not being properly submitted. In certain cases, Items are offered for sale in quantities, whereby a Buyer is responsible for the bid price multiplied by the quantity of Items offered for sale. No credits or refunds will be provided for Buyer's failure to recognize or calculate the quantity offered. Unless stated otherwise, all bidding and subsequent transactions shall be in U.S. dollars.

Sales Team 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. Further, Sales Team 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).

Representations. Sales Team makes every effort to provide accurate information about the items being sold. However, Sales Team 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 (when available). 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. Sales Team 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.

Removal of Purchases. Removal shall occur during the dates and timeframes announced by Sales Team and shall be scheduled by appointment only. Buyer must pay in full before an appointment can be scheduled and before purchase will be released from the premises. Buyers without an appointment will be accommodated at Sales Team's sole discretion. Buyer is responsible provide a printed copy of its paid invoice at time of pickup.

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. Buyer shall be responsible for any repairs to the premises and the cleanup of any trash or debris, including the removal of fluids or other contents of purchased Items, resulting from Buyer's removal process. This includes by way of example, but is not limited to, such repairs as: i) patching of any exterior wall or roof to reasonable standards to ensure the premises may be secured, ii) capping electrical wiring and conduit at the first point of disconnect from the Item removed, and cutting and grinding exposed bolts. Buyer acknowledges that it is purchasing Items as represented and no implied wiring, cables, connectors or downline components or controls unless specifically indicated.

Buyer shall accept full responsibility for any damages, losses, acts or omissions once Buyer's representative removes purchases from the sale site. In the event Sales Team assists Buyer with this process, it does so as a courtesy, and shall assume no responsibility for damages, losses, acts or omissions of any packer or carrier, whether or not such



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packer or carrier is recommended by Sales Team. Quantities must be checked before removal of items. No allowances will be made for claims or shortages once items are removed from the auction premises.

Insurance. Buyer shall assume full financial responsibility for any damage or liability to persons or property resulting from any negligent act or omission of Buyer or Buyer's employees, agents and/or representatives during inspection or removal of Purchases. Further, Sales Team shall require a Certificate of Insurance from any Buyer or Buyer agent that will be removing Purchases that may involve any of the following: rigging, dismantling, cutting, grinding, purging or disconnection of electrical, gas or plumbing utilities, use of a vehicle or other material handling equipment, or any other circumstances not stated but as determined in Sales Team exclusive judgement. In such case, Certificates of Insurance must be properly completed, listing all loss payees as required by Agent, and which provide evidence of general liability insurance at a minimum of \$1 million per occurrence, auto liability at a minimum of \$1 million per occurrence and workers compensation insurance at statutory limits. Note that higher limits may be required for specific Sales.

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. Buyer shall be responsible for any and all remediation costs relating to the dismantling and removal of any purchased item containing hazardous materials. Sales Team, its agents or representatives shall not be responsible for the containment, storage or removal of any Hazardous Materials.

Failure to Remove Purchases. In the event Purchases are not completely removed in the timeframes allotted, any remaining portion of the Purchases ("Remaining Purchases") shall be deemed abandoned and Buyer will lose any right, title or interest Buyer may have acquired and the Remaining Purchases. At such time, Sales Team and or the landlord of the premises ("Landlord") may, in their sole discretion, reposes the Remaining Purchases and retain title in their own interest, without further notice to Buyer and/or arrange to discard, sell, store or otherwise dispose of the Remaining Purchases. Sales Team and/or Landlord shall be entitled to any costs associated with the removal, storage and reselling of Remaining Purchases, and any other charges, fees, and expenses incurred as a result of Buyer's failure, including all attorney fees and costs incurred by Sales Team and/or Landlord to enforce Buyer's obligations hereunder.

Failure to Pay. In the event Buyer fails to pay the entire purchase price by the payment deadline, Sales Team may retain and/or recover, upon demand, from Buyer the required Purchase Deposit as liquidated damages for such failure. In addition, Sales Team 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 Items at Buyer's sole expense. Any difference between the bid price for an item by the defaulting Buyer and the price received by Sales Team at a resale shall be paid to Sales Team by the defaulting Buyer. In addition, a defaulting Buyer shall be deemed to have granted Sales Team a security interest in the item, which Sales Team shall retain as collateral security for Buyer's obligation to Sales Team.

Non-Delivery. Until such time as purchased Items are removed from the premises by the Buyer, Sales Team shall have the right to cancel or void the sale of any such Items purchased by Buyer. Sales Team 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.

Absence of Warranties. The Bidder understands and agrees: (1) that any description or sample of the Property given or furnished by Sales Team is solely for identification, and does not create any warranty expressed or implied, that the Property actually conforms to such description or sample, (2) that Bidder or agent on Bidder's behalf has inspected or has had the opportunity to inspect, all of the Property upon which Bidder will be bidding and/or does purchase, (3) that all Property are purchased and accepted by Bidder "AS IS", "WHERE IS" and "WITH ALL FAULTS". Sales Team MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES WHATSOEVER WHETHER WRITTEN, ORAL OR IMPLIED AS TO QUALITY, QUANTITY, CONDITION, USABILITY, SALABILITY, YEAR, 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)



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in the event there are manufacturer warranties in effect for the Property purchased, Bidder 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.

Appropriate Rights and Clearances Not Included. All sale items sold by Sales Team 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.

Acts of Others. Persons in attendance during inspection, sale or removal of Purchases assume all risks of damage or loss to persons, property, or Purchases 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 Sales Team, and local, state and federal regulations. Neither Sales Team, 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 Sale is held. Buyer specifically releases Sales Team, its agents and representatives from all liability thereof.

Limits of Liability. In no event shall Sales Team's liability to Buyer exceed the purchase price actually paid for an individual Item. A Buyer's claim shall be limited to the amount paid for the Property, 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 Sales Team harmless from: (1) the acts or omission of any party who provided any Items to Sales Team for sale, (2) the acts or omission of the owner or Lessor of the Sale premises or the site where the Sale Items are otherwise stored, (3) any claims Buyer may have against Sales Team, Sales Team'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 Complete Terms and Conditions of the Sale, as indicated within this document or as announced by Sales Team at the time of sale or in Sale specific materials. 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.

Right of Removal and/or Bid Rejection. Sales Team reserves the right to remove any person from the Sale Premises and/or to refuse an individual's bid, whether offered live, by proxy or by internet. In such event, any outstanding deposit will be immediately returned.

Indemnification. Buyer shall indemnify, hold harmless and defend Sales Team, their agents, employees and representatives, as well as 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 Sales Team, (3) any act or omission of Sales Team, 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 Sales Team 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. Buyer shall further indemnify, defend and hold Sales Team harmless with respect to all costs, expenses, liabilities, damages or claims, including attorneys' fees, asserted by any person, entity or governmental agency or against Sales Team 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 of Buyer's Purchases.



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Bidding Credentials. Bidders are responsible to safeguard a bidder number provided at a live auction event, as well as the login credentials to the online bidding site. Bidder numbers and accounts are not transferrable. All bids made using a Bidder's bid number or bidding account will be the responsibility of Buyer.

Seller's Agent. ThreeSixty Asset Advisors serves in the limited capacity of Seller's Agent to assist in Seller's use of the online bidding platform, as its Agent to collect and remit funds from buyers, and to assist in the coordination of buyers with Seller to consummate the auction transactions. ThreeSixty has not played a role in item descriptions, does not maintain an equity position in the items and is not a principal in Seller's business operations. ThreeSixty's obligations shall be limited to its defined roles and it shall be protected by all reps, warranties terms, indemnifications and limits of liability defined herein.

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.

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.