

ONLINE AUCTION TERMS & CONDITIONS

Any persons participating in the sale (herein referred to as "Buyer") shall be bound by these terms and conditions.

1. REGISTRATION All Buyers must register with a valid, current street address. P.O. Box addresses will not be accepted for registration purposes. Any registration submitted with a P.O. Box in lieu of a physical street address will be deemed incomplete and will not be processed until a valid street address is provided.

2. BUYER'S PREMIUM An 18.5% Buyer's Premium will be charged on all assets purchased by Buyers providing full payment is made within 48 hours following the sale at 2:00 PM on Thursday, August 20, 2026. For any Buyers failing to pay within the 48-hour stated payment period, the Buyer's Premium will be increased to 20%.

3. ACCEPTABLE PAYMENT FORMS Cashier's Check and Wire Transfer are the only forms of payment accepted. Absolutely NO Cash, Personal Checks, or Credit Cards will be accepted. Wire instructions will be provided with invoices.

4. SECURITY DEPOSIT REQUIREMENT FOR OUT-OF-COUNTRY BUYERS A \$2,500 refundable security deposit is required prior to Buyer approval (Wire Transfer ONLY). Wire transfer must be posted no later than 12:00 PM (Noon) on Monday, August 17, 2026. No exceptions. The deposit shall be refunded to Buyer upon receipt of full payment for any winning bid(s), or in the event that Buyer does not prevail on any bids submitted.

5. PAYMENT DUE Purchases must be paid in full within 48 hours, no later than 2:00 PM on Thursday, August 20, 2026. If purchases are not paid in full within the stated payment period, the merchandise will be deemed abandoned and Buyer will forfeit any right, title, or interest Buyer may have acquired. The merchandise shall revert to and repossess with Auctioneer without further notice to Buyer, and the transaction shall be null and void as to Buyer.

6. CHECKOUT INFORMATION

- All purchases must be paid in full before merchandise will be released from the premises.
- Checkout is by **appointment only**.
- Standard Checkout: Wednesday, August 19 – Friday, August 21, 2026 | Hours: 9:00 AM – 4:00 PM
- All items must be removed by 4:00 PM on August 21, 2026, unless prior arrangements have been made.
- **Large Item Exception:** Large equipment requiring rigging may be scheduled for pickup the following week (August 24–28, 2026) by appointment only. These appointments must be scheduled no later than 4:00 PM on Friday, August 21, 2026.
- **Important:** If an appointment is not made and equipment remains on the premises after 4:00 PM on Friday, August 21, 2026, the Buyer forfeits all interest in the equipment, and no refunds will be offered.
- **Buyer Responsibility:** Buyer is solely responsible for all labor, tools, materials, and costs associated with the removal, disassembly, loading, and/or freight of any auction purchases. Auctioneer is not responsible for damaged or broken items during removal.

- **Forklifts:** There are no forklifts available on-site. Any Buyer requiring a forklift must provide their own.
- **Certificate of Liability:** Any machinery movers or other persons removing purchased items using a forklift or other powered vehicle must carry a Certificate of Insurance evidencing a minimum \$2,000,000 General Liability policy, naming both the Auctioneer and the Landlord as additional insureds. The certificate must be submitted to the Auctioneer or Auction Foreman for review and approval prior to the commencement of any asset removal.

7. APPLICABLE TAX

- As required by law, Brian Testo Associates shall collect, and Buyer shall pay, all applicable sales/use taxes or other applicable taxes.
- If merchandise purchased is for resale, Buyer must provide a valid California Resale Number and a completed Resale Certificate at the time of sale. If, at a later date — up to three (3) years after this sale commences — the California State Board of Equalization determines that the sale was not for resale, Buyer will be responsible for all applicable sales taxes, fees, and/or fines as determined by the State Board of Equalization.
- If the purchase is being shipped out of state or country, Buyer may be exempt from sales tax. Sales tax will be charged at the time of purchase unless Buyer provides a proper Bill of Lading or Waybill from a licensed carrier, customs broker, or forwarding agent for shipment to an out-of-state destination. If proof of shipment cannot be provided at the time of sale, Buyer will be charged applicable tax and will receive a refund upon submission of qualifying proof of shipment.

8. BIDS ARE FINAL Each Buyer expressly acknowledges and agrees that once submitted, a bid — whether online or live — shall be binding on the Buyer who submitted such bid, and no bid may be retracted by Buyer or any other party. If Buyer fails to pay the entire purchase price by the payment deadline, Auctioneer will retain any security deposit, if applicable, as liquidated damages. In addition, 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's sole expense. Any difference between the original bid price and the price received at resale shall be paid to Auctioneer by the defaulting Buyer.

9. PERSONAL LIABILITY Each Buyer expressly agrees that, whether acting as a principal, agent, officer, director, or other representative of an entity, or in any other capacity whatsoever, each Buyer is personally liable for and shall remit full payment of the purchase price, Buyer's Premium, applicable taxes, and any other amounts payable with respect to any and all assets for which Buyer is the successful bidder at the sale.

10. CONDITION OF MERCHANDISE The condition of merchandise offered varies. Buyer understands and agrees that: (1) any description or sample of merchandise provided by Auctioneer is derived from records, documents, or other information that may be unverified as to accuracy, and is provided solely for identification purposes and does not create any warranty, expressed or implied, that the merchandise conforms to such description or sample; and (2) all merchandise is 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, USABILITY, SALEABILITY, WEIGHT, MEASUREMENT, YEAR, MODEL, MECHANICAL CONDITION, PERFORMANCE, OR OTHER SPECIFICATIONS. MANUFACTURERS' WARRANTIES MAY BE IN EFFECT. All square footage, counts, and measurements are approximate. **SOLD AS IS.**

11. AUCTIONEER'S DISCRETION Auctioneer reserves the right to group, reduce, add to, or delete lots. In the event of a dispute between two or more claims of entitlement as the successful Buyer, Auctioneer reserves the right to re-auction the item in dispute.

12. ANNOUNCEMENTS Any announcements made on the day of the auction take precedence over catalog or other previously announced or documented information, but do not alter in any way the basic terms and conditions of sale.

13. NO CHECKOUT DURING AUCTION No checkout will be permitted during the auction sale. All purchases must be paid in full before merchandise will be released from the premises.

14. INSURANCE REQUIREMENTS Any Buyer, employee, or third-party representative authorized to perform work on the premises or to remove any purchases will be required to show proof of liability insurance and Workers' Compensation coverage before removal shall be permitted to commence. Certificate of Insurance requirements are available on our website.

15. REMOVAL RESPONSIBILITY Buyer is solely responsible for providing all personnel, equipment, and materials needed to pick up purchases and shall assume all responsibility for the removal of any property purchased at the sale, including all risks associated with such removal. This includes, without limitation, 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 pickup and removal.

16. HAZARDOUS MATERIALS Buyer agrees that in the event purchased merchandise contains any environmental hazards, toxic waste, or other hazardous materials in any form, 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, and representatives shall not be responsible for the containment, storage, or removal of any hazardous materials.

17. OSHA COMPLIANCE Buyer is responsible for having all equipment inspected and retrofitted, if necessary, to ensure the equipment meets all applicable OSHA standards prior to use or resale.

18. ASSUMPTION OF RISK 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. All attendees shall comply with all applicable local, state, and federal safety and health requirements, as well as any directives issued by Auctioneer. Neither Auctioneer, its agents, employees, nor representatives shall be liable for 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.

19. LIMITATION OF LIABILITY In no event will Auctioneer's liability to Buyer exceed the purchase price actually paid. Buyer's claim shall be limited to the amount paid for the merchandise and shall not extend to any obligation, risk, liability, right, claim, or 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.

20. FAILURE TO REMOVE PURCHASES Buyer expressly agrees to hold Seller and Auctioneer harmless and waives all claims against Seller and Auctioneer for any damages in the event Buyer fails to remove purchased items from the premises by the time set forth in Section 6 above. Buyer further agrees that failure to remove property by the stated deadline shall signify Buyer's consent — without further notice — that Seller and Auctioneer are authorized to remove and dispose of the purchased items in their sole discretion. Buyer authorizes the payment of all costs and expenses associated with dismantling, removal, and disposal from the purchase price proceeds paid by Buyer. Buyer waives the right to the return of the Buyer's Premium and agrees to reimburse Seller for all commissions paid on the sale.

21. INDEMNIFICATION Buyer agrees to indemnify, defend, and hold harmless Auctioneer and its agents and representatives from any and all demands, claims, losses, damages, and liabilities asserted against or imposed upon Auctioneer resulting from the negligence of Buyer or Buyer's employees, agents, and representatives while in, at, or about the auction premises during inspection, sale, or removal of merchandise.

22. PADDLE RESPONSIBILITY Buyers' paddles are nontransferable. All bids made by the holder of a paddle will be the responsibility of the Buyer assigned to that paddle. A successful bid at auction constitutes a legally binding contract of sale.

23. DEFAULT AND REMEDIES If any applicable conditions are not complied with by Buyer, then in addition to other remedies available to Auctioneer — including, without limitation, the right to hold Buyer liable for the total purchase price — Auctioneer may, at its option: (a) cancel the sale, retaining all payments made by Buyer; and/or (b) resell the merchandise at public auction without reserve, in which event Buyer will be liable for the cost of removing and reselling the abandoned merchandise, any deficiency between Buyer's original purchase price and the subsequent resale price, Auctioneer's commission, and all other expenses related to the disposal of the abandoned property. In addition, a defaulting Buyer will be deemed to have granted Auctioneer a security interest in the merchandise, which Auctioneer may retain as collateral security for Buyer's obligations.

24. SUBJECT TO VERIFICATION Any item marked "Subject to Verification" is subject to confirmation and approval prior to the finalization of any bid. Buyer has no payment obligation for such item until that approval is obtained. If approval is obtained, Buyer will be invoiced and payment will be due within 24 hours of receipt of such invoice. If approval is not obtained, the bid will be voided.

ALL SALES ARE FINAL. ABSOLUTELY NO REFUNDS OR RETURNS.

FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS WILL RESULT IN FORFEITURE OF ALL DEPOSITS OR MONIES PAID AS LIQUIDATED DAMAGES.