
TERMS OF SALE

TOP FOUR IMPORTANT POINTS:

1. There is a 15% Buyers Premium added to all Invoices. (NO CASH DISCOUNT)
2. ALL UNPAID Invoices will be sent to a Collections Agency. (ADDITIONAL FEES WILL BE APPLIED.)
3. Everything is being “sold as-is” with faults. Buyer Beware! (ATTEND PREVIEW)
4. CASH ONLY, NO CREDIT CARDS OR CHECKS!

This auction is being conducted in compliance with section 2328 of the commercial code, Section 535 of the penal code, and provisions of the California civil code.

“Everything is being sold as is, where is” without guarantee of any age, condition, authenticity, and/or size. It is the bidders responsibility to inspect all items prior to placing a bid. Neither the auction house, nor consignor, is responsible for the accuracy of printed or verbal descriptions made in the auction catalog or at the time of auction. NO RETURNS, EXCHANGES, OR BUYBACKS!

These are the Terms and Conditions of Sale for this online auction. They consist of this introduction and thirty-eight numbered paragraphs that outline the relationship between you (“the Bidder”) and Quality Liquidators Public Auction INC., QLPA, Quality Liquidators (collectively, “the Auctioneer”). Throughout these Terms and Conditions, the terms “auctioneer,” “we,” “us,” and “our” will refer to the Auctioneer, and the terms “you” and “your” will refer to the Bidder.

If you want to bid in this online auction, you will first have to certify that you have read, understood, and agreed to these Terms and Conditions. Such certification will function as your legal and binding electronic signature. If you choose to make this certification, the Terms and Conditions will become binding both on you and on the Auctioneer, and all parties will be expected to abide by the Terms and Conditions if any issues arise in connection with this sale. By registering for an account, checking the “agree to terms of auction” box, and by placing a bid you have three times agreed to the following terms.

Please read these Terms and Conditions carefully! They contain important information about the online auction itself and your rights and responsibilities as a bidder.

1. Registration: To gain access to the Auctioneer’s bidding system, you will need to register and obtain a bidder number. Once you are approved for a bidders account we will email you a bidders number. Please plan ahead, it can sometimes take up to an hour to get a bidders number. You must be eighteen years old or older to register. You agree that all information that you provide during the registration process will be true and accurate. You will be banned from participation in the Auctioneer’s auctions indefinitely should you provide any false information during the registration process.

2. Applying for Tax-Exempt Status: Some bidders may be exempt from payment of applicable taxes. If you wish to apply for tax-exempt status, you must submit a completed copy of the Auctioneer’s tax-exempt form prior to this auction’s closing. Please note that the Auctioneer requires bidders to submit a new tax-exempt form for every calendar year. Once you have completed your tax-exempt form, please e-mail the form to qlpublicauction@gmail.com so that we can review your information. If you do not follow the procedures discussed in this paragraph, the Auctioneer will be unable to consider identifying you as exempt from taxation.

3. Deposit: In order for the Auctioneer to process your winning bid, we must have a working Visa or MasterCard associated with your account. After you have registered for this online auction, the Auctioneer will authorize the credit card you have placed on file for \$100. This \$100 deposit is not a charge, only an authorization hold; if you decide not to make any bids during this auction, or if none of your bids are successful, the Auctioneer will not take any money from your account, and the authorization hold on your \$100 will be lifted in accordance with the procedures of your credit card provider.

4. Bidder’s Duty to Update Information: Whether you are a new or returning bidder, you agree that if any of the information associated with your bidder number – including contact information and credit card information – changes at any time prior to, during, or after this sale, you will notify the Auctioneer of the change by updating your bidder profile.

5. Conduct of Sale: All deposits, bids, and credits in this sale will be made in United States Dollars. You agree not to use any hardware, software, program, or system that would interfere with the orderly conduct of this sale. You further agree not to copy,

reproduce, or publically display any content from the Auctioneer's website without first obtaining written permission from the Auctioneer.

6. Bidder's Duty to Inspect and Investigate: You acknowledge that the Auctioneer is providing you with the opportunity to inspect the items being offered for sale in this auction. The Auctioneer strongly encourages you to attend the scheduled inspection for this auction, which will take place on Thursday from 12:00 PM PST to 5:00 PM PST. If you choose not to attend the scheduled inspection and are in doubt about the condition, completeness or suitability of a given item, please bid accordingly.

Photographs and Descriptions: The Auctioneer regularly posts item descriptions and photographs to aid bidders in the bidding process, and we make every effort to ensure that the descriptions and photographs that we post accurately represent the items being offered for sale. In some photographs, multiple items may appear to be joined as a single unit, however you should not assume that a lot consists of more than one item simply because various items appear connected or are featured in the same photograph. Also understand that, on occasion, the wrong photograph may be displayed for a given item. At all times, you are bidding on items as they are described on this website, not as they appear in any photograph.

CHOOSE WISELY: We want everyone to get a good deal and most will. However, when you bid on the wrong item or decide an item is not suited for your intended use, our clients will not assume the cost of your mistakes. You agree that your failure to inspect or otherwise become fully informed about the items offered for sale in this auction will not be grounds for a refusal to pay amounts due to the Auctioneer nor for any claim against the Auctioneer.

7. WARRANTY AND CONDITION OF ITEMS SOLD: ALL LOTS AND ITEMS ARE SOLD AS IS, WHERE IS, WITH ALL FAULTS, AND WITH NO EXPRESS OR IMPLIED WARRANTIES. THIS SALE IS A SALE TO THE GENERAL PUBLIC OF "EQUIPMENT" AND "INVENTORY" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. NO ACTION TAKEN BY THE AUCTIONEER OR ITS AGENTS IS INTENDED TO CREATE ANY EXPRESS OR IMPLIED WARRANTY AS TO ANY LOT OR ITEM IN THIS SALE. THE AUCTIONEER SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, CONFORMITY WITH ENVIRONMENTAL LAWS OR REQUIREMENTS, NON-INFRINGEMENT, ACCURACY, TITLE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY. IT IS BELIEVED THAT ALL DESCRIPTIONS ARE ACCURATE DESCRIPTIONS ARE NOT GUARAUNTEED.

8. When You Have Been Outbid: If you are outbid during the course of this auction, you will be notified by email. You can review your bids at any time using the Auctioneer's "Review Bids" feature; items on which you have been outbid will be clearly marked.

9. Reporting Bidding Errors: You should carefully review every bid you choose to make before submitting that bid. The Auctioneer will not automatically assume that any bid – even a bid that increases your own, lower bid – was made in error. Many bidders routinely increase their own bids to price an item out of the reach of other bidders. If you mistakenly increase your own bid at any time during the auction, or make some other bidding error (e.g. placing your bidder number in the price field), you must immediately contact the Auctioneer by email at qlpublicauction@gmail.com. Reports of bidding errors must be made via e-mail; phone reports will not be accommodated.

10. Timeliness of Bidding Error Reports: If you make a bidding error during this auction, you must identify and report the error before the auction begins to close. The Auctioneer will not undo bidding errors reported after the auction has begun to close.

11. Bidder's Duty to Report Fraud: You are responsible for all bids made from your account. If you believe that an unauthorized person has gained access to your account, you must notify the Auctioneer immediately by sending an e-mail to qlpublicauction@gmail.com. You must also report the incident to the relevant law enforcement authorities and send the Auctioneer a copy of any resulting police report. You understand and agree that if you do not promptly report any suspected fraud to the Auctioneer and to the relevant law enforcement authorities, you will be held personally responsible for all purchases made using your account and bidder number.

12. Changes in Circumstance: All aspects of this auction are subject to change without notice. The Auctioneer reserves the right to – at any time – (1) add or remove items from the auction, (2) split or combine lots, (3) add minimum bids or reserve prices, (4) cancel, suspend, extend or reschedule the sale of an individual item, lot, auction, and/or auction event, (5) make changes to the auction's closing, inspection, or removal times, or (6) take any other action the Auctioneer deems necessary to effect the fair conduct of this sale or protection of buyers', sellers', or other parties' interests. In the event a seller withdraws an item from this auction prior to the close of the auction, the Auctioneer may leave the item on the catalog and buy the item back on behalf of the seller to establish the Auctioneer's earned commission and the buyer's premium due to the Auctioneer from the seller.

13. Closing: The Auctioneer's online auctions are designed to mimic traditional "live" actions. For this reason, this auction will have a staggered, dynamic closing.

Staggered Closing: This online auction will automatically begin to close at a rate of four items per minute, every minute. Items' closing times may be extended past their scheduled closing time, however, as a result of the Auctioneer's dynamic closing feature.

Dynamic Closing: The closing time of an item is automatically extended an additional three minutes whenever a bid is placed within the three minutes leading up to an item's scheduled closing time.

14. Winning Bids: If you place a bid in this sale, and your bid is determined to be the winning bid, you become obligated to pay for the item that you have won at the price you gave as your bid.

Notification: If you end up placing one or more winning bids in this auction, the Auctioneer will contact you by e-mail to let you know which items you have won. This e-mail notification will be the only contact you receive from the Auctioneer about your winning bids; this means that you are responsible for checking your e-mail (including spam/trash folders) following the close of the auction to determine what items you have won. If you do not receive an e-mail identifying you as a winning bidder, it is because the Auctioneer has no record of your having placed a winning bid.

Bid Inquiries: If you believe that you placed a winning bid, but do not receive an e-mail, you must notify the Auctioneer by sending an e-mail to qpublicauction@gmail.com explaining your situation by 9:00am on the day after of the auction has closed. You agree that the Auctioneer will be the sole authority regarding the identification of winning bids.

15. Payment: At the conclusion of this auction, you will have till 4:00 PM the following day to pay for your auction purchases or the credit card associated with your account will be automatically charged for the full price of your purchases. For this reason, it is imperative that you provide the Auctioneer with a credit card that can bear the weight of all of your purchases at the moment the auction closes. You can update your credit card information at any time by clicking the "My Account" tab and choosing "Update Credit Card."

Suspension: You understand and agree that if, at the end of this auction, the Auctioneer is twice unable to charge your credit card for the entire amount of your purchases, the Auctioneer will suspend your online bidding privileges indefinitely. Quality Liquidators Public Auction will only reinstate suspended accounts if the suspended bidder hands over a \$500 deposit to be held in escrow for a period of one year.

Chargebacks Prohibited: You agree that you will accept all charges placed on the credit card associated with your account, and you agree that you will not charge back any amount that the Auctioneer charges to your credit card. You agree that this provision applies equally to amounts charged in connection with any items you have won and any costs or fees discussed in Paragraphs 18-20 of these Terms and Conditions.

Invalid Credit Card: Invalid or unapproved credit card purchases will be subject to a \$50.00 processing fee for late payment if paid on the first business day following the auction. If the auction proceeds are collected later than the following business day after the auction, an additional fee will be added of \$25.00 per day. Failure to pay within seven days of the end of the auction will result in your account being terminated.

16. Buyer's Premium: A 15% buyer's premium is added to every purchase. This means that if you're winning bids add up to \$100, you will be charged \$115 at checkout. **WE DO NOT OFFER ANY CASH PAYMENT DISCOUNTS 05/20/2019.**

17. Bidding in Increments: Bidding is done in increments of the following \$1.00 to \$5.00 by \$1.00 bids. \$6.00 to \$10.00 by \$2.00 bids. \$11.00 up to \$50.00 by \$2.50 bids. \$51.00 up to \$100.00 by \$5.00 bids. \$101.00 and up \$200.00 by \$10.00 bids. Bids \$200.00 and up by \$25.00 bids.

18. Auction Floor Bids: You are participating in an Internet auction as an Internet bidder which means that bids will be accepted from the internet and from the auction floor during live bidding. All bids from the auction floor will be posted to the Internet for competitive Internet bidders.

19. Sales Tax: Sales tax will be collected on items purchased at this auction. It is the responsibility of all bidders to inform the cashier that you have a tax exemption form on file with us. We will NOT REVERSE or REFUND any tax after it has been charged to you first if you failed to inform the cashier before check out. Remember: If you are tax exempt, you must follow the procedures discussed in Paragraph 2 to apply for tax-exempt status.

20. Default and Resale: You agree that if, after being declared the winning bidder, you fail to pay for any item that you have won for any reason, your account will be declared in default. If you still refuse to pay for any item after being notified of your account's being in default, you agree that Quality Liquidators Public Auction will have the right to immediately resell your item, and you further agree to pay (1) any cost associated with the resale and (2) any deficiency between your original purchase price and the resale price.

21. Reserve Price: If a lot is offered subject to a reserve, we may implement such reserve by bidding on behalf of the Consignor, whether by opening bidding or continuing bidding in response to other bidders until reaching the reserve. If we have an interest in

an offered lot and the proceeds therefrom other than or commissions, we may bid therefore to protect such interest. CONSIGNORS ARE NOT ALLOWED TO BID ON THEIR OWN ITEMS.

22. Picking Up Your Items: You are solely responsible for the safe and timely pick-up and removal of any items you may win at this auction. If you are unable to safely pick up and remove your items during the removal times that have been scheduled for this sale, PLEASE DO NOT BID. Quality Liquidators Public Auction does not ship, nor does Quality Liquidators Public Auction hold items beyond the published removal times. Quality Liquidators Public Auction will not issue you a refund if you are unable to pick up and safely remove your items during the published removal times.

Bidder's Duty to Remove Items Safely: Again, you are solely responsible for the safe pick-up, removal, and transportation of your items. You agree that the pick-up, removal, and transportation of your items will be solely at your expense and at your risk. You further agree that you will be responsible for any damage that you or any of your agents cause during any preview or removal period, and also agree that the credit card associated with your online account will be charged for any expenses incurred and/or repairs necessary as a result of any damage that you cause.

Release Upon Presentation of Receipt: You understand and agree that the Auctioneer will release your items only after you or your agent presents a sales receipt generated by the Auctioneer stating that your account is paid in full. You further understand and agree that it is your duty to ensure that any agent picking up items on your behalf has a copy of your paid sales receipt to present at the pick-up location. You explicitly authorize the Auctioneer to release your items to any person in possession of your paid sales receipt. No item will be released to any person unless that person presents a paid sales receipt listing the item in question.

Abandonment: You understand and agree that any item that you do not pick up during the published removal times will be considered abandoned. You understand and agree that you will be charged a reasonable fee for the storage, removal, and/or disposal of any item that is considered abandoned.

Warehouse Pickup Rules: A. You may not use any onsite trash bins. B. You may not leave anything in the parking lot (trash or abandoned merchandise). C. You must legally park your vehicle in a marked parking space. D. You must return all carts, pallet jacks, and dollies to the main entrance Security Team. E. Check out all items with our Security Team. A violation of any pickup rule will result in your account being terminated without warning. F. You agree to hold harmless Quality Liquidators Public Auction from any and all claims of damage or personal injury while picking up or previewing at the auction site.

23. Disposal of Unclaimed Items: In the event you refuse to pay for or abandon any item that you win at auction, Quality Liquidators Public Auction will have the option of reselling, removing, storing, or disposing of the unpaid-for or abandoned item. You understand and agree that you will be personally responsible for all deficiencies – and all legal-, collection-, transportation-, and storage expenses – associated with your delinquent account and/or abandoned items. In the event of resale, you agree to pay any cost associated with the resale as well as any deficiency between your original purchase price and the resale price.

24. Closed Accounts: Should your account be closed due to default or a violation to the auction Terms and Condition you may not open another account. Your account may be re-opened only if the following terms have been met. A. You have placed a cash deposit of \$500.00 in escrow with Quality Liquidators Public Auction. (Waiving escrow deposit is at the sole discretion of Auctioneer.) B. Paid a \$50.00 nonrefundable activation fee to Quality Liquidators Public Auction for re-opening your account. We track all information including IP addresses, any person caught trying to open an account under the same previous account information will be banned indefinitely from any and all Quality Liquidators Public Auction events.

25. Pick-up Dispute: If you pick up your merchandise in person at our auction location, you need to inspect your item(s) to insure they match the description of the item. If there is a dispute about the item, it must be handled at the time of pick-up in the presence of a QLPA Auctioneer.

26. Rolling Stock: All rolling stock item descriptions will include a VIN number. It is the Bidder's responsibility to use that information to obtain history information so that the Bidder can make an educated buying decision. QLPA will provide the information for the latest title only, if available. A \$50 document processing fee, \$50 smog fee, \$8 certificate fee and registration fee (if applicable) will be charged for every DMV purchase, whether sold independently or grouped into one Lot and regardless of purchasers intended use of the purchase.

Diesel vehicles (over 14,400 GVW) or off-road diesel equipment / vehicles when operated in California may be subject to the State of California Air Resource Board (CARB) in-use off-road diesel vehicle regulation or accelerated turnover requirements to reduce emissions or air pollutants and may not be operated or registered in the State of California without being retro-fitted. This vehicle/equipment may or may not be identified by Quality Liquidators Public Auction. It is the buyer's sole responsibility to determine if diesel engines or equipment with diesel engines can be permitted or registered in the State of California. For more information contact the (CARB) www.arb.ca.gov/msprog/ordiesel/ordiesel.html.

27. Non-Delivery: In the unusual event that an item has been totally misdescribed or is unavailable for pickup during the published removal times, you must immediately notify the Quality Liquidators Public Auction onsite staff of the problem while on-site. Once you leave we will not accept any claims!

28. Claims and Choice of Venue: Any claim or controversy out of or relating to these Terms and Conditions, or to any breach thereof, will be settled either (1) in San Diego Small Claims Court, if the claim in question amounts to less than \$5,000, or (2) by means of arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, if the claim in question amounts to more than \$5,000. In the event of arbitration, judgments upon the award rendered by the arbitrator may be entered by any court having jurisdiction. You agree that all claims will be litigated or arbitrated on an individual basis, and will not be consolidated with any claim made by another party. Venue in every case will be San Diego County, California. You agree that any judgments awarded may be applied to and collected from you personally or corporately. Should any party file an action contrary to this paragraph, the counterparty may recover reasonable legal fees and costs. Further, if you bring a claim against the Auctioneer and do not prevail, you agree that you will reimburse the Auctioneer and Quality Liquidators Public Auction for all reasonable legal fees and costs.

29. Interim or Preliminary Relief: Notwithstanding the contents of Paragraph 22 of these Terms and Conditions, you agree that Quality Liquidators Public Auction may seek interim or preliminary relief in a court having jurisdiction in order to protect any rights or property that the Auctioneer may have pending arbitration or litigation.

30. Liability: In all cases, Quality Liquidators Public Auction liability, and the liability of the seller of the items in this auction, will be limited to the refund of your purchase price. Quality Liquidators Public Auction or its appointed Auctioneer will not be liable for any amount in connection with the postponement or cancellation of this auction, or the withdrawal of any item or lot from this auction. In no event will Quality Liquidators Public Auction be liable for lost profits or any special, incidental, or consequential damages arising out of or in connection with this auction or any related sale or transaction.

A. No Liability for the Acts of Third Parties: Quality Liquidators Public Auction is not responsible for any action taken by any seller, bidder, or other third party before, during, or after this auction.

B. No Liability for Site Malfunction: You understand that this auction is online-only, and so relies on devices and programs that may malfunction without warning. You agree that Quality Liquidators Public Auction or its appointed Auctioneer will not be liable for any error or inconvenience that may be the result of such a malfunction. You further understand and agree that the Auctioneer may void or suspend any sale, or resell any item, if the Auctioneer determines a transaction to have been affected by any site malfunction.

31. Suspension of Bidding Privileges: You understand and agree that any violation of these Terms and Conditions — and/or any unsafe or illegal activity during any auction-related event — may result in Quality Liquidators Public Auction suspending your online bidding privileges indefinitely. Nothing in this paragraph will limit the Auctioneer's right to any other remedies at law or in equity.

32. Indemnification: You agree to indemnify, defend, and hold harmless Quality Liquidators Public Auction or appointed Auctioneer and its employees, officers, owners, affiliates, agents, and representatives from and against any claims, losses, damages, liabilities, judgments, fees, costs, and expenses, including reasonable legal fees and costs, related to, arising from, or associated with you, your agents or representatives — including, but not limited to, personal injury or property damage caused at any sales site or during removal or transportation of items won at auction, any dispute with another bidder, or any violation of these Terms and Conditions.

33. Recovery of Litigation Costs: If any legal action or other proceeding is brought pursuant to or in connection with these terms or any transaction involving you the bidder and Quality Liquidators Public Auction, then, if Quality Liquidators Public Auction, is the prevailing party, it is entitled to recover from you the bidder its reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

34. Limitations: These Terms and Conditions do not — nor are they intended to — create any agency-, partnership-, joint venture-, employer-employee-, or franchisor-franchisee relationship. These Terms and Conditions cannot be altered except in writing by Quality Liquidators Public Auction or appointed Auctioneer.

35. Severability: If any term, provision, paragraph, condition, or other portion of this agreement — or the application of these to any person, place, or circumstance — is held to be invalid, unenforceable, or void, the remainder of this agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances will remain in full force and effect.

36. Successors: These terms and conditions of sale shall bind the successors and assigns of all bidders and purchasers and insure to the benefit of our successors and assigns. No waiver, amendment or modification of the terms hereof (other than posted notices or oral announcements during the sale) shall bind us unless specifically stated in writing and signed by auctioneer or QLPA. If any part of these Conditions of sale is for any reason invalid or unenforceable, the rest shall remain valid and enforceable.

37. Governing Law: These Terms and Conditions will be governed by and construed under the laws of the state of California.

38. Entire Agreement: These Terms and Conditions contain our entire agreement and supersede any prior oral or written agreements relating to the same subject matter