

TERMS & CONDITIONS

By accepting the terms and conditions of this auction you acknowledge you are entering into a legal and binding contract. You agree to abide by all terms and conditions and you acknowledge receipt of all explanations and information made available by Steffes Group, Inc., also referred to as Steffes Group or Company. By entering into this Agreement Purchaser hereby certifies that Purchaser is at least 18 years old and under no legal limitations with respect to Purchaser's ability to enter into binding contracts.

ACCEPTANCE

Purchaser's registration as a bidder shall act as your acceptance to all terms and conditions of this Agreement. Steffes is under no obligation to provide Purchaser with notice that Purchaser's registration has been accepted in order to bind Purchaser to the terms and conditions of this Agreement.

AGENTS FOR THE SELLER

Steffes Group, Inc. and its Employees act merely as agents for sellers. All auctions are with reserve unless specifically stated otherwise. Auctions are with undisclosed reserves unless advertised otherwise as "Absolute." Auctioneers, at their discretion, may place a reserve bid on behalf of the seller. All final bids are subject to the seller's confirmation. Only the top bidder will be contacted as to the status of his/her bid.

PAYMENT

All payments must be made in U.S. dollars.

Cash or check payments will not be accepted during loadout unless it is at a live auction event or payment is being hand-delivered to our office that held the auction.

When paying within the stated time and with our acceptable payment methods:

A 10% buyer's premium with a maximum charge of \$1,000 per item applies to items purchased on **Timed Online Auctions**.

A 2% buyer's premium with a maximum charge of \$1,000 per item applies to items purchased on **Live Webcast Auctions**.

You agree to make payment for all online purchases in US funds within two business days of receipt of invoice by one of the acceptable forms of payment unless approval of financing arrangements is made with Steffes Group. All NSF checks will be charged a \$30 fee. Checks via mail carrier service are not an accepted form of payment. No items will be released until full payment clears our office.

Acceptable forms of payment:

- Online Payment using our online payment portal
- Check By Phone
- Check By Fax (fill out a check and fax a copy to us)
- Personal Check or Cashier's Check (hand-delivered to our office that held the auction)
- Cash (hand-delivered to our office that held the auction)

- Credit Cards (Visa, Mastercard, Discover only; Requires additional 3% Buyers Fee on full purchase amount)
- Bank Wire Transfer (call for wire instructions)

Purchaser agrees that Purchaser shall pay for all costs and expenses incurred by Steffes in connection with enforcing the terms of this Agreement, including collecting all sums owed by Purchaser, including actual fees charged by a collection agency, attorney fees and any other charges allowed by applicable statute whether or not a lawsuit has been initiated. Steffes, in its sole discretion, will choose venue of a lawsuit in any county where Steffes has a location or place of business and Purchaser agrees to the same. Also, by entering into this agreement, you and Steffes each are waiving the right to a trial by jury.

SALES TAX

All appropriate state sales tax laws apply per the location of possession, seller, and type of equipment. Please note some states require sales tax to be charged on all online consignment auctions, and items may or may not qualify for an exemption.

Listed below is a link for the Streamlined Tax Exemption form. The link for the streamlined form includes the states of IA, MN, ND, NE, and SD, among others. Non-participating states require exemption forms specific to their state. Steffes Group will provide a link within a purchaser's email message when applicable for auctions in non-member states. As state sales tax laws vary for international buyers and the use of exemptions, please contact our office with any questions. Alternative documentation may be required.

[Streamlined Sales Tax Agreement Certificate of Exemption](#)

If you have any questions about sales tax, please contact the appropriate state government agency for that location or contact our office.

USER ACCOUNT

Your account on the Services (your "User Account") gives you access to the services and functionality that Steffes may establish and maintain from time to time and in our sole discretion. For example, User Account holders can, subject to all of the terms and conditions of this Agreement, including the restrictions:

- create multiple accounts under a single user profile;
- add items to a personal Watchlist and save inventory searches to assist you in bidding on similar items or selling your items;
- create and submit applications for financing with respect to items you are bidding or wish to bid on;
- check historic results from our auctions to assist you in bidding on similar items or selling your items;
- access the online bidding engine to bid online in real time at our auctions (after registering to bid at the auction);
- access User Account History and Content; and
- receive email updates about auction dates and new services offered by us.

We may maintain different types of User Accounts for different types of Users. If you open a User Account on behalf of a company, organization, or other entity, then (i) "you" includes you and that entity, (ii) you represent and

warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and (iii) you agree to this Agreement on the entity's behalf.

You may never use another User's User Account without permission. When creating your User Account, you must provide accurate and complete profile information, and you must keep this information current. You are solely responsible for the activity that occurs on your User Account, and you must keep your User Account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lowercase letters, numbers and symbols) with your User Account. You must notify us immediately in writing of any breach of security or unauthorized use of your User Account. We will not be liable for any losses caused by any unauthorized use of your User Account.

You may control your User profile and how you interact with the Services by changing the settings in your settings page. By providing us your email address you agree to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. Where the law permits, we may also use your email address to send you other messages, such as changes to features of the Services and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your settings page. Opting out may prevent you from receiving email messages regarding improvements, auctions, equipment, events and offers; however, opting out will not prevent you from receiving Services-related notices.

You acknowledge that you do not own the User Account you use to access the Services. Notwithstanding anything in this Agreement to the contrary, you agree that we have the absolute right to manage, regulate, control, modify and/or eliminate any data stored by us or on our behalf on our (including on our third party hosting providers') servers as we see fit in our sole discretion, in any general or specific case, and that we will have no liability to you based on our exercise of such right. All data on our servers are subject to deletion, alteration or transfer.

NOTWITHSTANDING ANY VALUE ATTRIBUTED TO SUCH DATA BY YOU OR ANY THIRD PARTY, YOU UNDERSTAND AND AGREE THAT ANY DATA, USER ACCOUNT HISTORY AND CONTENT AND USER AND SYSTEM DATA (DEFINED BELOW) RESIDING ON OUR SERVERS, MAY BE DELETED, ALTERED, MOVED OR TRANSFERRED AT ANY TIME FOR ANY REASON IN OUR SOLE DISCRETION, WITH OR WITHOUT NOTICE AND WITH NO LIABILITY OF ANY KIND. WE DO NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIM, ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON OUR SERVERS.

TITLED VEHICLES

\$55 document fee charged on all titled vehicle purchases.

Per vehicle and sales tax laws, sales tax will be charged on the entire sales price, including the buyer's premium.

INSPECTION

You acknowledge that you have the right, responsibility, and opportunity to inspect the item(s) personally, or to have a third-party representative inspect the item(s) for you. That by bidding on an item you have agreed to accept that item in its present condition at its present location and with the description provided whether accurate or not.

NO WARRANTIES – Equipment sells “As Is, Where Is”

No warranties are expressed or implied as to any items being sold. **ANY IMPLIED WARRANTIES BY STATUTE OR COMMON LAW ARE HEREBY EXPRESSLY WAIVED.** You agree to purchase and accept the item in an as-is condition. Information on items is obtained by us from the sellers and you hereby agree to hold harmless Steffes Group and our Employees for any errors or omissions regarding the item(s) being sold. This information includes

but is not limited to year, model, machine or engine hours, physical condition, options, features and other data pertinent to the value of the item. All items are sold As-Is-Where-Is unless specific factory or seller issued warranties are listed in the item description.

Purchaser agrees and acknowledges that any photographs or images with respect to auction goods may not accurately depict the true condition of the machinery or equipment.

AUCTION CLOSE (TIMED-ONLINE AUCTIONS)

Timed-online auctions will begin to close on the date and time listed. Lots will remain open until no bids have been placed within the last 4 minutes. Timed-online auctions normally close at a rate of 3 lots every 2 minutes.

Please note that some lots can be tied together and will be set to close simultaneously. This will be indicated in those lots by a paper clip symbol. Please hover your mouse over the symbol to see what lots are tied together. The paper clip symbol means that each lot tied will stay in extension until there are no more bids on any of the lots that are tied.

Steffes Group reserves the right to close multiple lots per minute at its discretion. Upon your accepted bid of an item, that item shall immediately become your responsibility and be at your risk (whether you have paid for that item or not). You agree that Steffes Group, its employees, and its sellers are not responsible for lost, stolen or damaged items and will not reimburse or discount items for any type of loss. Buyers are responsible for any costs incurred to prepare your item(s) for transport and/or shipping. This includes, but is not necessarily limited to, the cost of any rigging, dis-assembly, special loading requirements, transport, packaging, insurance, and all other costs related to physical transfer of your item(s). You agree to remit payment and remove from the auction property any purchases within the stated time for the auction being conducted. You further understand and agree that failure to remove items in the stated time for the auction will subject you to moving and storage fees unless arrangements have been made with the seller.

DISPUTE BETWEEN BIDDERS

The auctioneer shall designate the Purchaser after each item of merchandise is auctioned. If a dispute arises between two or more bidders, the Auctioneer reserves the right to re-open bidding. The Auctioneers' designation of a buyer shall be final.

BUYER DEFAULT

When using our online auction services, you are making a firm commitment to purchase said item(s) and are entering into a legal and binding contract. Bids may not be cancelled or retracted for any reason.

Non-paying bidders or fraudulent bidding will subject you to legal recourse and possible criminal charges including any fraud and/or interstate commerce violations. Purchaser shall be responsible for all attorney's fees and costs incurred by Steffes in the event a buyer default.

ABANDONMENT POLICY

Steffes Group provides this Abandonment Policy to inform you of our policies and procedures regarding any purchased item(s)/property that has not been removed by a buyer in a timely manner. Upon winning the bid for an item(s), after paying for item(s) purchased, a buyer is obligated to remove the item(s) from the auction site within a timely manner.

Steffes Group may deem a buyer's failure to claim and remove equipment within 60 days following the close of an auction as evidence of buyer's intention to abandon the property. In these instances, the Company may take action that is adverse to buyer's interest in the property, including, but not limited to steps to dispose of the property.

Disposition of property may include a variety of approaches based upon the buyer's purchase price of the property as follows:

1) For those items with a final selling price of \$5,000 or less, the Company will determine the appropriate disposition approach which may include:

- Removing and disposing as the Company sees fit.
- Allowing seller to retain or scrap.
- Sell the item(s), whereby the Company will remit the sales proceeds to the buyer, less selling and advertising expenses, storage costs, plus 20% administrative fee.

2) For those items with a final selling price of greater than \$5,000, Steffes Group may remove the item from the selling location and resolve as follows:

The Company may reimburse the seller on the buyer's behalf for storage fees of \$25 per day, with the total amount not to exceed \$1,500.

- Sell the item(s), whereby the Company will remit the sales proceeds to the buyer, less selling and advertising expenses and storage costs, plus 20% administrative fee.

If a buyer with the winning bid has not removed the purchased item(s) from selling location within 10 business days after the close of the auction, the buyer will be responsible for directly paying the seller any and all storage fees if levied by the seller. If levied by the seller, storage fees will be \$25 per day beginning the 10th day after the close of the auction/winning bid.

INTERNET RISK

You acknowledge that the internet may be an unreliable and error-prone network. Steffes Group will not guarantee that bids placed online will always be transmitted to or received by the auctioneer in a timely fashion. You agree to hold Steffes Group, Inc. and its employees harmless for any interruptions in online bidding. At the sole discretion of the Company, the auction may be suspended, postponed, or cancelled if internet service is unstable or disrupts the online portion of any event that is simulcast as an Internet Auction.

Further, the auctioneer has the sole discretion to accept or refuse any bid. Steffes Group retains the right, at our sole discretion, to add, delete, or change some or all of our online services and the terms and conditions governing their online auctions at any time without notice.

INJURY OR DAMAGE

Bidder acknowledges responsibility for any personal injury or property damage caused by bidder or his Agent, and further agrees to hold Auctioneers, Owners, its Officers, or Employees harmless for any personal injury to himself or his Agents and any personal damage incurred on auction premises.

INDEMNITY

Purchaser agrees to defend, indemnify and hold Steffes and our affiliates, agents, suppliers or licensors (and our and their employees, contractors, agents, officers and directors) harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from or related to: (i) your use of and access to the Services, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) your use of the Services or Auction Data in any manner not expressly authorized by this Agreement, including your breach of any of the restrictions applying to your use of the Services or Auction Data as set forth in Section 1.3 or 2 above, respectively; (vi) your gross negligence or willful misconduct; or (vii) any third party's access and use of the Services with your unique username, password or other appropriate security code.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL STEFFES OR OUR AFFILIATES, AGENTS, SUPPLIERS OR LICENSORS (OR OUR OR THEIR EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS OR DIRECTORS), BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICES. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES; AND/OR (VII) USER DATA OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR AFFILIATES, AGENTS, SUPPLIERS OR LICENSORS (OR OUR OR THEIR EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS OR DIRECTORS) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE GREATER OF THE AMOUNTS YOU PAID TO STEFFES FOR ITS SERVICES OR USD 50.00.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO

JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

SECURITY

Steffes cares about the integrity and security of the information we handle. We have implemented and follow an information security policy, including physical, managerial and technical safeguards deemed appropriate by us in our sole direction, designed to preserve the integrity and security of that information. **However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your information for improper purposes. You acknowledge that you provide your information at your own risk.**

RESTRICTIONS

You will not, and you will not assist, permit or enable others to, do any of the following:

- (b) disassemble, reverse engineer, decode or decompile any part of the Services, including, without limitation, the online bidding engine and algorithmic pricing tools;
- (c) use any robot, spider, scraper, data mining tool, data gathering or extraction tool, or any other automated means, to access, collect, copy or record the Services;
- (g) use the Services in a manner that impacts (i) the stability of our servers, (ii) the operation or performance of the Services or any other User's use of the Services, or (iii) the behavior of other applications using the Services;
- (j) use the Services for benchmarking or competitive analysis of the Services;
- (n) share passwords or authentication credentials for the Services;
- (r) engage in any form of shill bidding, including collusion, bid manipulation and bidding on items that you, or a party affiliated with you, are selling in an auction.