

1. ACCEPTANCE OF TERMS OF USE FOR THIS WEBSITE

YOU MUST READ THESE INPLACE AUCTION LLC TERMS AND CONDITIONS ("TERMS") CAREFULLY.

INPLACE AUCTION LLC PROVIDES THIS WEBSITE TO YOU, YOUR EMPLOYEES, AGENTS, AND CONTRACTORS, AND ANY OTHER ENTITY ON WHOSE BEHALF YOU ACCEPT THESE TERMS (COLLECTIVELY "YOU"), SUBJECT TO THESE TERMS. THESE TERMS ARE ENTERED INTO BY AND BETWEEN INPLACE AUCTION LLC AND YOU, AND YOU ACCEPT THEM BY: (a) PLACING A BID, AN ORDER OR MAKING A LISTING THROUGH THIS WEBSITE; (b) USING THE WEBSITE IN ANY OTHER MANNER; AND/OR (c) ACKNOWLEDGING AGREEMENT WITH THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEBSITE. IN CONSIDERATION OF YOUR USE OF THE SERVICE, YOU REPRESENT THAT YOU ARE NOT A MINOR IN ANY JURISDICTION, YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT AND ARE NOT A PERSON BARRED FROM RECEIVING SERVICES UNDER THE LAWS OF THE UNITED STATES OR OTHER APPLICABLE JURISDICTION. YOU HEREBY REPRESENT THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS AND CONDITIONS OF THIS USER AGREEMENT AND ALL AGREEMENTS INCORPORATED BY REFERENCE.

These Terms may be updated by us from time to time without notice to You. You can review the most current version of the Terms at any time at www.inplaceauction.com. This Agreement was last revised on May 3, 2016. If You have any questions regarding this Agreement, please contact (516) 229-1968.

2. ACCESS TO WEBSITE MATERIALS AND SERVICES

The InPlace Auction LLC website ("Website") includes without limitation all information, documents, communications, files, text, graphics, software, and products available through the Website (collectively, "Materials") and all services, including auction services ("Auctions") operated by InPlace Auction LLC and third parties through the Website (collectively, the "Services"). InPlace Auction LLC controls and operates its Website from various locations and makes no representation that this Website is appropriate or available for use in all locations. InPlace Auction LLC Materials and Services may not be available in Your location, and deliverables may vary among locations. If You are using the Website on behalf of Your employer, You represent and warrant that You are authorized to accept these Terms on Your employer's behalf, and that Your employer agrees to indemnify You and InPlace Auction LLC for violations of these Terms. The InPlace Auction LLC Services, including its Auctions for equipment and other items (collectively "Items" or "Auction Items") are provided by InPlace Auction LLC to You subject to the terms and conditions set forth in these Terms. When using particular InPlace Auction LLC owned or operated Services, You and InPlace Auction LLC shall be subject to any posted guidelines or rules applicable to such Services, which may be posted from time to time on the Website.

3. YOUR OBLIGATIONS AND CONDUCT

In consideration of Your use of the Website, You agree to: (a) provide accurate, current, and complete

information about You as may be prompted by a registration form on the Website (the "Registration Data"); (b) maintain the security of Your password and identification; (c) maintain and promptly update the Registration Data, and any information You provide to InPlace Auction LLC, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to information and Registration Data. You have sole responsibility for adequate protection and backup of data and/or equipment used in connection with the Website; (e) notify InPlace Auction LLC immediately of any unauthorized use of Your username and password or any other breach of security regarding the Services; f) allow InPlace Auction LLC to send notifications to your registration email address notifying you about auctions that are similar to ones on which you have already bid.

InPlace Auction LLC cannot and will not be liable for any loss or damage arising from Your failure to comply with this Section.

When InPlace Auction LLC has notified users that their registration has been approved, such user shall become a "Registered User." Only Registered Users are eligible to participate in InPlace Auction LLC Services. InPlace Auction LLC reserves the right to disapprove, suspend or terminate Your registration for any reason, at its sole discretion, and to prohibit You from participating in the Services.

4. INPLACE AUCTION LLC NOT A PARTY TO TRANSACTIONS

In the Online Auction, InPlace Auction LLC is not a party to any transaction relating to Auction Items. InPlace Auction LLC is only a venue for Sellers to list Items and for Registered Users to make bids on such Items. You and InPlace Auction LLC are independent contractors. Neither party is an agent, representative, broker, employee, partner or joint venturer of the other party. This Agreement shall not be interpreted or construed to create an association, joint venture, agency, franchise or partnership between the parties or to impose any partnership obligation or liability upon either party. InPlace Auction LLC is not a party to, nor involved in, the transactions between Buyers and Sellers. InPlace Auction LLC has no control over the Sellers, Buyers or any aspect of the transactions. From time to time, InPlace Auction LLC may have title to or possess Auction Items listed on the Website; nevertheless, InPlace Auction LLC is not a party to any transactions related to such Items.

Full Release: In the event that You have a dispute with a Seller or other user(s), You release InPlace Auction LLC (and our officers, directors, agents, subsidiaries and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

YOU CONFIRM THAT YOU HAVE CAREFULLY READ THESE TERMS AND FULLY UNDERSTAND THEIR CONTENTS. YOU FURTHER CONFIRM THAT YOU ARE AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN YOU AND INPLACE AUCTION LLC YOU AND ENTER INTO IT OF YOUR OWN FREE WILL.

5. INTELLECTUAL PROPERTY RIGHTS

The Materials and Services on this Website, as well as their selection and arrangement, are protected by copyright, trademark, patent, and/or other intellectual property laws, and any unauthorized use of the Materials or Services at this Website may violate such laws and these Terms. Except as expressly provided herein, InPlace Auction LLC does not grant any express or implied rights to use the Materials and Services. You agree not to copy, republish, frame, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Website, its Materials, or its Services or their selection and arrangement, except as expressly authorized by InPlace Auction LLC. "INPLACE AUCTION LLC" is a trademark of InPlace Auction LLC. All other trademarks are the property of their respective owners.

6. USE OF SOFTWARE

Any software that is made available to use (or download) from the InPlace Auction LLC Website ("Software") is the copyrighted work of InPlace Auction LLC and/or its licensors. Use of the Software is subject to the terms and conditions of the license agreement, which accompanies or is included with the Software or other applicable license agreement between You and InPlace Auction LLC ("License Agreement"). You must read and accept such License Agreement before You use the Software. Any use, reproduction or distribution of the Software that is not in accordance with the License Agreement is expressly prohibited. If the Software is used by the United States Government, the Software is classified as "restricted computer software" as defined in clause 52.227-19 of the FAR - The United States Government's rights to the Software are as provided in clause 52.227-19 of the FAR.

7. USE OF CONTENT ON THE INPLACE AUCTION LLC WEBSITE

Limited Right to Use, Print and Distribute Content: Except as expressly stated otherwise, You are authorized to view, copy, print and distribute the content of this Website subject to the following conditions: (i) use must be for informational, non-commercial purposes only; (ii) any copy or portion thereof must include the InPlace Auction LLC' copyright notice "© 2021 InPlace Auction LLC All Rights Reserved"; and (iii) no modifications shall be made to such content. InPlace Auction LLC reserves the right to revoke such authorization at any time, and any such use shall be discontinued upon written notice from InPlace Auction LLC.

8. LINKS TO THIRD PARTY WEBSITES OR SERVICES

The Services and the Website may provide links to the websites or services of others, including shipping,

rigging and other services ("Third-Party Services"). Links to such Third-Party Services, or any explanation or statement regarding those Third-Party Services, do not constitute an endorsement or guarantee by InPlace Auction LLC of such Third-Party Services, or the products, content, materials or information presented or made available by such Third-Party Services. You acknowledge and agree that InPlace Auction LLC is not responsible for any damages or losses caused or alleged to have been caused by any Third Party or the use of any Third-Party Services, or from the products, content, material, services or information presented by or made available through such Third-Party Services.

9. TREATMENT OF FEEDBACK AND RESPONSES PROVIDED TO INPLACE AUCTION LLC

Any comments or materials sent to InPlace Auction LLC, including feedback data, such as questions, comments, suggestions and any other response shall be deemed to be non-confidential. InPlace Auction LLC shall have no obligation of any kind with respect to such response, and InPlace Auction LLC shall be free to use, reproduce, distribute and publicly display such comments and materials without limitation. InPlace Auction LLC shall also be free to use any ideas, concepts, know-how or techniques contained in such response for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products incorporating such ideas, concepts or techniques.

10. AUCTIONS

Information Control: Information about Auction Items is posted by InPlace Auction LLC on behalf of Sellers. Users may find Item information to be inaccurate or lacking in detail. InPlace Auction LLC makes no representations or warranties with respect to such information or Auction Items, all of which are provided "as is". We strongly advise that You make use of any available inspection period to personally inspect Items so that You can make the best bidding and buying decision possible. Please use caution and common sense when using the Website. InPlace Auction LLC has no control over the quality, safety or legality of the Auction Items listed, the truth or accuracy of the listings or any other information provided by Sellers about the Items.

Auction Period: The Auction period shall be determined by InPlace Auction LLC and will end at a time to be determined by InPlace Auction LLC, at its sole discretion.

Bidder Conduct: You acknowledge and agree that once a bid has been submitted on Your behalf, You may not retract the bid. In addition, sale price manipulation of any kind, directly or indirectly, by users is prohibited, including, but not limited to, bidding through a secondary account, agent or assigns on Auction Items that You are selling, by communicating with other Users, or by shill bidding.

Binding Offer to Purchase: If You are the highest bidder ("Buyer") at the end of an Auction and have met the reserve bid, if there is a reserve bid, then You are obligated to complete the transaction unless the transaction is prohibited by law or by this Agreement. Bidders agree that bidding on the Website is the

legal equivalent of a firm purchase order.

Void Bids: InPlace Auction LLC reserves the right to reject or void bids, whether winning or not, which it believes have not been made in good faith, are intended to manipulate the Auction process, or are prohibited by applicable law.

Winning Bids: InPlace Auction LLC is the one and only judge for the determination of winning bids, but InPlace Auction LLC shall not be liable for any errors or omissions relating to such determination, whether by InPlace Auction LLC or some other person.

Postponement and Cancellation: InPlace Auction LLC reserves the right to postpone or cancel any Auction, or any sale resulting therefrom, at its own discretion, without notice. InPlace Auction LLC will have no liability to prospective bidders or Sellers as a result of any withdrawal, cancellation or postponement of Auctions or sales.

Withdrawal of Auction/Auction Items: User acknowledges and agrees that Auction Items may be withdrawn or sold prior to or after the end of the designated auction period, that the Auction may be discontinued, either temporarily or permanently, and that the Auction may, at InPlace Auction LLC's sole discretion, be extended beyond the designated auction period, all without notice to User. Generally, Auction Items shall be sold to the highest bidder; provided, however, that some Items may be auctioned with minimum reserve prices, and/or subject to Seller's right of confirmation.

11. Completion of Transactions

Liability for Auction Items: Auction Items shall be and remain at the risk of the Seller (and not InPlace Auction LLC) until the Item is removed from the posted Auction location by the Buyer or the Buyer's designated transportation provider. The Item shall be and remain at the risk of the Buyer and/or the Buyer's designated transportation provider (and not InPlace Auction LLC) while in transport. The Item shall be and remain at the risk of the Buyer once delivered to the designated location.

Use Tax: All bids and offers must be net of any taxes imposed with respect to the sale or purchase transaction. Buyers are liable for all such taxes or for establishing to InPlace Auction LLC' satisfaction on behalf of the Seller a valid exemption certificate from such taxes. Buyers and Sellers acknowledge and agree that InPlace Auction LLC is providing a service in the calculation, reporting and remittance of taxes which may be assessed, due or owing to the taxing authorities of any taxing jurisdiction for transactions that arise in connection with Your use of the Service. Each Buyer shall indemnify InPlace Auction LLC against any tax, cost or expense relating to the failure of the Buyer to satisfy any tax liability related to a transaction. Each Seller shall indemnify InPlace Auction LLC against any tax, cost or expense relating to the failure of the Seller to satisfy any tax liability related to a transaction within their jurisdiction

Sales Tax: Sales Tax will be added to the purchase of all taxable items sold. Tax will be collected on final bid amount plus any buyer premium when applicable. Dealers who purchase for resale must present

their resale tax certificate to InPlace Auction LLC upon registration, or at time of payment.

Buyer's Premium: InPlace Auction LLC may, at its discretion, charge a Buyer's Premium and/or Processing Fee on Auction Items sold. The Buyer's Premium and/or Processing Fee is an additional service charge, for which the Buyer is responsible. It is a fixed percentage of the final selling price. If an Auction includes a Buyer's Premium and/or Processing Fee, it will be clearly indicated in the auction-specific terms, and on Item detail pages. All fees, including Buyer's Premiums, must be paid prior to releasing any Auction Items for pick-up and transport.

Payment and Payment Period: The Payment Period for all Auctions shall be determined by InPlace Auction LLC and will be posted in the auction-specific terms and on Item detail pages. Full payment from the winning bidder in the amount of the auction closing price, applicable Buyer's Premiums and sales tax must be posted to a secure payment account designated by InPlace Auction LLC within the posted Payment Period. Buyers may pay for their Items online with a valid credit card or send payments via wire transfer or certified bank check. Without limiting the foregoing, full payment is due prior to the removal or transportation of purchased Items.

Buyer Default: If, after the Payment Period has ended, the Buyer does not make full payment in accordance with the terms set forth above, the Buyer is considered in default and their Auction Item(s) will be re-listed in an Online Auction and a 15% re-listing fee (which You agree is a reasonable estimate of the minimum damages incurred by InPlace Auction LLC as a result of Your failure) will be charged to their account. The re-listing fee is based upon the original selling price of the Auction Item. By registering a valid credit card with InPlace Auction LLC, the Buyer authorizes InPlace Auction LLC to charge applicable re-listing fees to the credit card.

Item Removal and Removal Period: The Removal Period for Auction Items shall be determined by InPlace Auction LLC and will be posted in the auction-specific terms and on Item detail pages. Buyer may remove Auction Items from the Seller's location once the total purchase price (and any applicable sales tax and the Transaction Fee) has been received and posted to a secure payment account designated by InPlace Auction LLC. Buyers are responsible for loading and shipping Auction Items unless otherwise noted. InPlace Auction LLC shall have no responsibility with respect to disconnecting utilities to Auction Items, including electric, gas, waste and water lines. It is the Buyer's responsibility to arrange and pay for the insurance, removal and shipment of purchased Items. Item removal shall be conducted responsibly and with due care for the Seller's premises. The Buyer shall restore and repair all real and personal property that is altered or damaged as a result of the removal of purchased Items. In some cases the Buyer may be required to provide a deposit before removal but that deposit will be refunded immediately upon completion of removal and approval of the property owner or manager. If the Buyer does not remove an Item within the designated removal period, the Buyer will be deemed to have abandoned the Item and the Buyer will have no further rights with respect to the Item. No claims of any kind shall be allowed after Item has been removed by the Buyer.

Freight and Transportation: The Buyer is responsible for all freight, shipping and other costs related to transporting Auction Items from the posted Auction location, including but not limited to any costs associated with certificates and/or permits required to move Auction Items within or across state,

province and/or country borders. Buyers are advised to have all such certificates and permits issued and completed prior to transporting the equipment; otherwise Buyer may be subject to cleaning, permit, and/or other fees if the Items are stopped and held at a Port of Entry to a state, province or country. Buyers may arrange transportation of Auction Items on the Website through a third party, but InPlace Auction LLC will not be liable for any acts or omissions arising from such third party transportation and claims no responsibility for the actions of any transportation provider. If the person picking up and removing Items from an auction location will be someone other than the registered Buyer, the registered Buyer must establish that person or company as an "Authorized Agent" by completing an "Agent Release Authorization" form. Buyers may not transport Auction Items until full payment (including any applicable sales tax and Buyer's Premium) has been received posted to a secure payment account designated by InPlace Auction LLC.

Constructive Receipt: Once Constructive Receipt has occurred for any Auction Item, remittance of proceeds to the Seller may occur. Any dispute claims subsequently filed by the Buyer are invalid. Constructive Receipt of Auction Items occurs at the first occurrence of any of the following milestones (unless a dispute claim has been previously filed by the Buyer), provided full payment has been received by InPlace Auction LLC for the Item:

- a) At the time Buyer or Buyer's Authorized Agent removes the item from the Seller's location.
- b) At the time Buyer or Buyer's Authorized Agent begins disassembly of Item from its as-inspected configuration, including disassembly for transport.

InPlace Auction LLC does not transfer legal ownership of Items from the Seller to the Buyer, and nothing in this agreement shall modify the governing provisions of Uniform Commercial Code § 2-401(2), under which legal ownership of an Item is transferred upon physical delivery of the Item to the Buyer by the Seller. Unless the Buyer and the Seller agree otherwise, the buyer will become the Item's lawful owner upon physical receipt of the Item from the seller, in accordance with Uniform Commercial Code § 2-401(2).

12. Disclaimer, Indemnity, Limitation of Liability

Indemnification: You agree to defend, indemnify and hold harmless InPlace Auction LLC, its officers, directors, agents, subsidiaries and employees from claims, demands and damages, actual and consequential, of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, to the extent arising out of or in any way connected with any breach or violation by You of these Terms, any use by You of the Website or any disputes or damages arising out of Your use of or contracts formed with You through this Website.

Disclaimer of Warranties: THE SERVICES AND THE WEBSITE, INCLUDING ALL PROPERTY LISTED FOR SALE, CONTENT, FUNCTIONS, MATERIALS, SERVICES AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SERVICES OR THE WEBSITE, ARE PROVIDED ON AN "AS IS", "WHERE IS", "AS AVAILABLE"

BASIS "WITH ALL FAULTS" AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. INPLACE AUCTION LLC DOES NOT WARRANT THE COMPLIANCE OF PROPERTY WITH ENVIRONMENTAL LAWS OR OTHER LEGAL REQUIREMENTS OR THE PRESENCE OF HAZARDOUS MATERIALS OR LACK THEREOF. INPLACE AUCTION LLC DOES NOT WARRANT THAT THE SERVICES OR THE FUNCTIONS, FEATURES OR CONTENT CONTAINED, MADE AVAILABLE ON OR ACCESSED THROUGH SERVICES OR THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY THIRD-PARTY SOFTWARE, PRODUCTS OR OTHER MATERIALS USED IN CONNECTION WITH THE SERVICES OR THE WEBSITE, WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. INPLACE AUCTION LLC MAKES NO WARRANTY THAT THE WEBSITE OR THE SERVICES WILL MEET USERS' REQUIREMENTS, AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT ANY PROPERTY FOR SALE THROUGH THE SERVICES OR THE WEBSITE WILL BE SOLD. IF USER IS DISSATISFIED WITH THE SERVICES OR THE WEBSITE, USER'S SOLE REMEDY IS TO DISCONTINUE USING THE SERVICES AND THE WEBSITE. INPLACE AUCTION LLC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICES OR THE WEBSITE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES OF THE WEBSITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM INPLACE AUCTION LLC OR THROUGH THE SERVICES OR THE WEBSITE SHALL CREATE ANY WARRANTY. INPLACE AUCTION LLC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR ANY MISREPRESENTATIONS OR BREACHES COMMITTED BY ANY USER.

Without limiting the foregoing, InPlace Auction LLC shall not be liable for any act done or omitted under this Agreement while acting in good faith and in the exercise of reasonable judgment. InPlace Auction LLC is authorized to comply with and obey orders, awards, judgments or decrees of any court of law or arbitration tribunal, notwithstanding any notices, warnings or other communications from any party or any other person to the contrary. In case InPlace Auction LLC obeys or complies with any such order, judgment or decree of any court or arbitration tribunal, InPlace Auction LLC shall not be liable to any of the parties hereto or to any other person by reason of such compliance, notwithstanding any such order, judgment or decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction. InPlace Auction LLC shall not incur any such liability for any action taken or omitted in reliance upon any instrument, including any electronic transmission (such as an email) written statement or affidavit that InPlace Auction LLC shall in good faith believe to be genuine, nor will InPlace Auction LLC be liable or responsible if acting in good faith for forgeries, fraud, impersonations, or determining the scope of any representative authority

Limitation of Liability: IN NO EVENT SHALL INPLACE AUCTION LLC NOR SELLERS BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM (A) ANY INJURY TO ANY PERSON OR PROPERTY CAUSED BY THE EQUIPMENT OR (B) DEFECTS IN SUCH EQUIPMENT ON ANY THEORY OF LIABILITY INCLUDING WITHOUT LIMITATION PRODUCT LIABILITY EXCEPT ONLY IN THE CASE OF PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. IN ADDITION, IN NO EVENT SHALL INPLACE AUCTION LLC OR SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SERVICE, THE SITE OR ITS CONTENT INCLUDING WITHOUT LIMITATION THE INSPECTION REPORT AND MATERIALS AND FUNCTIONS RELATED THERETO, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED

PROFITS OR LOST BUSINESS OR LOST SALES, EVEN IF INPLACE AUCTION LLC OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS. IN NO EVENT SHALL THE TOTAL LIABILITY OF INPLACE AUCTION LLC TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE) ARISING FROM THIS AGREEMENT OR YOUR USE OF THE WEBSITE AND THE SERVICE EXCEED, IN THE AGGREGATE, \$100.00. THE FOREGOING LIMITATION SHALL APPLY AND SURVIVE NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

13. ELECTRONIC COMMUNICATIONS

When You visit www.inplaceauction.com or send emails to us, You are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with You by email or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that we provide to You electronically satisfy any legal requirement that such communications be in writing.

14. REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

To the extent that You post reviews, comments, communications or any other content, submit suggestions, ideas, comments, questions, or other information, the content shall not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and must not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of content. InPlace Auction LLC reserves the right (but does not undertake the obligation) to remove or edit such content, but does not regularly review posted content.

If You do post content or submit material, unless we indicate otherwise, You grant InPlace Auction LLC and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant InPlace Auction LLC and its affiliates and sublicensees the right to use the name that You submit in connection with such content, if they choose. You represent and warrant that You own or otherwise control all of the rights to the content that You post; that the content is accurate; that use of the content You supply does not violate these Terms and will not cause injury to any person or entity; and that You will indemnify InPlace Auction LLC or its affiliates for all claims resulting from content You supply. InPlace Auction LLC has the right but not the obligation to monitor and edit or remove any activity or content. InPlace Auction LLC takes no responsibility and assumes no liability for any content posted by You or any third party.

15. GENERAL PROVISIONS

Environmental Hazards: InPlace Auction LLC shall assume no risk nor any liability of hazardous materials which may arise from the failure of any Items sold or to be sold at Auction to comply with Federal, State or Local law, statute or regulatory agency regulations and requirements, including but not limited to, requirements relating to environmental pollutants or hazardous waste. InPlace Auction LLC shall pay no direct or indirect cost that may be incurred due to the existence of environmental pollutants either on or in the Items sold or on the premises of the auction. Such cost may also include any liens or penalties which may be levied due to violation of the afore mentioned laws or regulations. User hereby waives any rights of subrogation against InPlace Auction LLC with respect to any of the above-mentioned risks.

User Acknowledges: (1) Federal, state, and local legislation impose liability upon existing and former owners and users of property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (2) InPlace Auction LLC has made no representation concerning the applicability of any such Law to any transaction or to User, except as otherwise indicated herein; (3) InPlace Auction LLC has made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Item; and (4) User is advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Item.

Downloading Information/Material: User hereby releases InPlace Auction LLC, its affiliates and subsidiaries, and their respective directors, officers, employees, agents, shareholders, co-branders, partners, successors and assigns from any and all actual or alleged damages which may result from User downloading any information or Materials from the Website.

Modification and Availability: InPlace Auction LLC may, at any time, delete, modify or supplement the content of this Website without prior notice. InPlace Auction LLC reserves the right, for any reason, at its sole discretion, to terminate, change, suspend or discontinue any aspect of the Website or the Service, including, but not limited to, content, features or hours of availability. InPlace Auction LLC may also impose limits on certain features of the Services or restrict Your access to part or all of the Website or the Services without notice or penalty.

Monitoring: You agree that InPlace Auction LLC has the right, but not the obligation, to monitor at any time, for any reason, at its sole discretion, all material and content on the Website and the Services. InPlace Auction LLC reserves the right at all times to edit, disclose or refuse to post any material or information or request for removal of any material or information from the Website.

Access and Interference: You agree that You will not use any automatic device or manual process to monitor or copy InPlace Auction LLC web pages or the content contained herein. You agree that You will not use any device, software or routine to interfere or attempt to interfere with the proper working of

the Website. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website.

Service Integrity: InPlace Auction LLC makes reasonable commercial efforts to make its Services and Website are available at all times. However, InPlace Auction LLC is not responsible for any service interruptions, including, but not limited to, interruptions that may affect the receipt, processing and acceptance of bids or other aspects of an auction or sale.

Controlling Law and Venue: This Agreement, and all questions with respect to the interpretation of this Agreement, shall be governed by and construed in accordance with the internal laws of the State of New York, without regard for conflict of laws provisions. Consistent with the Dispute Resolution section below, User expressly consents to personal and exclusive jurisdiction in the courts of the State of New York located in Suffolk County.

Dispute Resolution: YOU AGREE TO MEDIATE AND ARBITRATE ANY DISPUTE OR CLAIM BETWEEN OR AMONG YOU AND ANY OTHER REGISTERED USER OR INPLACE AUCTION LLC ARISING OUT OF OR RELATING TO THESE TERMS, AGREEMENTS, ANY SALE OF EQUIPMENT, ANY INSPECTION REPORT OR ANY OTHER TRANSACTION CONTEMPLATED BY THESE TERMS INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT AND TORT CLAIMS, STATUTORY CLAIMS, CLAIMS FOR RELIEF WHETHER EQUITABLE OR LEGAL, ISSUES OF ARBITRABILITY, AND DISPUTES ABOUT THE SCOPE OF THIS CLAUSE. DISPUTE RESOLUTION SHALL BE CONDUCTED PURSUANT TO THE FOLLOWING PROCEDURES. BEFORE INITIATING ANY ARBITRATION, THE PARTIES SHALL ENGAGE IN MEDIATION, WHICH IS A PROCESS IN WHICH PARTIES ATTEMPT TO CONFIDENTIALLY RESOLVE ANY DISPUTE BY SUBMITTING IT TO AN IMPARTIAL, NEUTRAL MEDIATOR WHO IS AUTHORIZED TO FACILITATE THE RESOLUTION OF THE DISPUTE BUT WHO IS NOT EMPOWERED TO IMPOSE A SETTLEMENT. MEDIATION SHALL BE CONDUCTED IN MELVILLE, NEW YORK, BY A MEDIATOR AFFILIATED WITH THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNLESS THE PARTIES MUTUALLY AGREE TO A DIFFERENT MEDIATOR. SHOULD MEDIATION PROVE UNSUCCESSFUL TO RESOLVE THE DISPUTE, AND WITHIN ONE YEAR OF THE DISPUTE ARISING, A PARTY SHALL MAKE A DEMAND FOR BINDING ARBITRATION TO BE CONDUCTED IN ACCORDANCE WITH THE RULES OF COMMERCIAL ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION. A SINGLE ARBITRATOR WITH KNOWLEDGE OF THE AUCTION INDUSTRY SHALL CONDUCT THE ARBITRATION IN MELVILLE, NEW YORK. THE PARTIES SHALL MUTUALLY AGREE UPON SUCH ARBITRATOR. IN THE EVENT THAT THE PARTIES HAVE NOT AGREED TO A MUTUALLY ACCEPTABLE ARBITRATOR WITHIN THIRTY (30) DAYS OF THE DATE OF THE NOTICE OF INTENTION TO ARBITRATE, THE AAA SHALL SELECT THE ARBITRATOR FROM ITS REGULARLY MAINTAINED LIST OF COMMERCIAL ARBITRATORS. THE ARBITRATOR SHALL BE BOUND TO APPLY THE LAW, INCLUDING THE FEDERAL RULES OF EVIDENCE AND THE FEDERAL RULES OF CIVIL PROCEDURE, AND SHALL BE EMPOWERED TO HEAR AND DETERMINE DISPOSITIVE MOTIONS INCLUDING MOTIONS TO DISMISS AND MOTIONS FOR SUMMARY JUDGMENT. THE PARTIES SHALL HAVE THE RIGHT TO CONDUCT TWO DEPOSITIONS OF EACH OPPOSING PARTY. THE AGGREGATE DEPOSITION DISCOVERY CONDUCTED IN CONNECTION WITH ANY SUCH ARBITRATION HEARING SHALL NOT EXCEED TEN HOURS FOR EACH PARTY. THE ARBITRATOR SHALL HAVE THE RIGHT TO ISSUE INJUNCTIONS AND ATTACHMENTS AND OTHER EQUITABLE REMEDIES AND AWARD COMPENSATORY DAMAGES. THE ARBITRATOR SHALL HAVE NO POWER TO AWARD CONSEQUENTIAL, PUNITIVE OR TREBLEDAMAGES, OR ANY OTHER MANNER OF ENHANCED DAMAGES. THE PREVAILING

PARTY IN ANY ARBITRATION SHALL HAVE THE RIGHT TO AN AWARD OF ATTORNEYS' FEES AND COSTS. THE AWARD OF THE ARBITRATOR SHALL BE FINAL AND BINDING AND ANY PARTY TO THE DISPUTE MAY SEEK TO CONFIRM THE AWARD OF THE ARBITRATOR IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN MELVILLE, NEW YORK AND ENFORCE THE AWARD AS A JUDGMENT. EXCEPT FOR THE FILING OF A JUDICIAL ACTION TO CONFIRM, MODIFY, VACATE, OR ENFORCE AN ARBITRATOR'S AWARD, INCLUDING THE AWARD OF AN INJUNCTION OR ATTACHMENT, WHICH FILING IS PERMISSIBLE, ANY PARTY WHO INITIATES LITIGATION, OR WHO INITIATES ARBITRATION WITHOUT FIRST MEDIATING A DISPUTE, SHALL FORFEIT ANY AND ALL RIGHT TO ATTORNEYS' FEES AND COSTS AS A PREVAILING PARTY, AND SHALL REIMBURSE ANY OTHER PARTY TO THE LITIGATION FOR THEIR COSTS OF LITIGATION INCLUDING ATTORNEYS' FEES AND COSTS.

Notices to InPlace Auction LLC: To be valid, notices must be sent through the contact page and by certified mail, return receipt requested, to InPlace Auction LLC; Attention Legal Department; 68 S Service Rd Ste 100; Melville, NY 11747 or to such other address as may be designated from time to time.

Notices to User: Notices to User will be sent by email at the email address reflected in User's registration information. Notices to User shall be deemed to have been received 24 hours after the email is sent. Notices to InPlace Auction LLC shall be deemed to have been given three days after the date of mailing by certified mail, return receipt requested.

Termination: This Agreement constitutes a legally binding agreement between You and InPlace Auction LLC until terminated by You or InPlace Auction LLC, which InPlace Auction LLC may do at any time, without notice, at our sole discretion. If You become dissatisfied with the Service or the Website, in any way, Your only recourse is to immediately discontinue use of the Service.

Jurisdiction: The laws of the State of New York shall govern this Agreement.

Copyright and Trademarks: The trademarks, trade names and all material contained on this Website, including all portions of the Website, content, Website design, text, graphics, and all intellectual property rights thereto are the sole and exclusive property of InPlace Auction LLC or its licensors. The use of any such property for any other reason, on any other website, or the modification, distribution or republication of this material without the prior written permission from InPlace Auction LLC is strictly prohibited.

Survival: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. The failure by either You or InPlace Auction LLC to exercise or enforce any rights or provisions of this Agreement shall not constitute a waiver of such right or provision. You agree that any cause of action arising out of or related to the Service or this Agreement must commence within six (6) months after the cause of action arose; otherwise, such cause of action is permanently barred. This Agreement comprises the entire agreement between You and InPlace Auction LLC and supersedes all prior agreements between the parties, regarding the subject matter contained herein. All provisions in this Agreement regarding representations and warranties, indemnification, disclaimers and limitations on liability shall

survive any termination of this Agreement.

Export Control Laws: Materials and Services derived or obtained from this Website may be subject to the U.S. export laws and the export or import laws of other countries. You agree to comply strictly with all such laws and, in particular, shall: (a) obtain any export, re-export, or import authorizations required by U.S. or Your local laws; (b) not use Materials or Services to design, develop or produce missile, chemical/biological, or nuclear weaponry; and (c) not provide Materials or Services to prohibited countries and entities identified in the U.S. export regulations. By accepting these Terms You confirm that You are not a resident or citizen of any country currently embargoed by the U.S. A list of embargoed countries is available at the official website of the Office of Foreign Assets Control of the U.S. Department of the Treasury at: www.treas.gov/ofac.

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Entire Agreement: These Terms set out the entire understanding between InPlace Auction LLC and customers, users, Sellers, and bidders with respect to the use of this Website. No other terms, whether expressed or implied, shall apply unless specifically incorporated by reference herein.

Waiver and Severability of Terms: The failure of InPlace Auction LLC to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

Statute of Limitations: You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.