

Auction Buyer's Agreement

This Buyer's Agreement ("**Agreement**") is between You and Bluebill Auctions, LLC, a Minnesota limited liability company ("**Bluebill**").

By bidding on this auction item (each item is individually referred to as "**Equipment**"), You are agreeing to the terms and conditions in this Agreement. **DO NOT BID ON THE EQUIPMENT IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT.**

General Auction Terms & Conditions

The following terms are applicable to all Bluebill auctions:

1. **Binding Agreement With Seller.** You agree that the owner of the Equipment (the "**Seller**") has made a binding offer to sell the Equipment to the highest bidder in the Auction (the "**Offer**"). You accept the Offer by making the highest bid prior to the end of the Auction. Your bid, even if it is not the highest bid, cannot be cancelled once placed. If Your bid is the highest bid at the close of the Auction, You have created a binding contract to purchase the Equipment from the Seller on the terms in this Agreement and as listed in the Auction listing (the "**Listing**") and You are the **Buyer**. You can become the Buyer in the following ways:
 - a. **Highest Bid:** You accept the Offer and become the Buyer by having the highest bid placed at the end of the auction.
 - b. **Buy Now:** If the Listing has a "Buy Now" or similarly termed, immediate purchase price offer, you accept the Offer and become the Buyer by clicking the "Buy Now" link and completing the purchase.
 - c. **Counter-Offer:** If the Listing has a "Make Offer" or similarly named link, you can make a counter-offer to the Seller. If the Seller communicates to You that it accepts the counter-offer, You are the Buyer. If the Seller communicates to you that it does not accept the counter-offer, your counter-offer was rejected and You are not the Buyer. You are free to make another counter-offer.
 - d. **Reserve:** If the Listing has a minimum price (the "**Reserve Price**") and your bid does not meet the Reserve Price at the end of the auction, the Seller may contact you with a counter-offer to Your bid. If you accept the Counter offer by communicating your acceptance to the Seller, you have become the Buyer.
2. **Binding Agreement With Bluebill.** Bluebill is not a party to the contract between the Seller and the Buyer. You agree that Bluebill is acting as the intermediary between You and the Seller to facilitate the auction. Bluebill's services are to assist the Seller with listing the Equipment and assist You and the Seller with transferring payment and title or a bill of sale, as required. Bluebill does not represent or act as an agent for You or the Seller. You agree to assert claims regarding the condition of the Equipment, delivery of the Equipment, and title to the Equipment against the Seller only.
3. **Fee Schedule.** You agree to pay a Buyer's Fee based on the final purchase price established when you become the Buyer, which may be established by placing the Highest Bid, by accepting the offer by using the Buy Now option, or by reaching an agreement with the Seller through the Make Offer or accepting a counter-offer from the Seller. **The Buyer's fee is 6% of the final purchase price on an item or lot up to \$50,000.00 or 3% of the final purchase price on an item or lot over \$50,000.00.** The Buyer's Fee is in addition to the sale price of the Equipment established through the auction and any additional fees disclosed in the Listing.
4. **Equipment Description and Condition.** ALL EQUIPMENT IS SOLD "AS-IS, WHERE IS." Seller has provided the description of the Equipment in the Listing, including make and model, year, brand, condition, and all other relevant details. Unless otherwise stated in the Listing, Seller represents and warrants that the Equipment is in the condition described by Seller, and A) is free of material defects; B) is in good working condition; C) if motorized, has not been rebuilt or salvaged; D) all meters, including odometer or hour meters, accurately reflect actual miles or hours of use; E) has not been modified or altered or tampered with in any manner that would create a safety concern, violate any law, or mislead Bluebill, Buyer, or any bidder; F) has all emission control devices, unaltered and operating, required by the jurisdiction in which the Equipment is located. Seller is liable for any errors or omissions in the description of the Equipment.
5. **NO WARRANTY.** THE EQUIPMENT IS SOLD "AS-IS, WHERE-IS." NEITHER BLUEBILL NOR SELLER MAKE ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER BLUEBILL NOR SELLER MAKE NO WARRANTY THAT THE EQUIPMENT IS IN WORKING ORDER OR WILL PROPERLY

FUNCTION WHEN DELIVERED TO YOU BY BLUEBILL TRANSMITTING TITLE OR A BILL OF SALE. NEITHER BLUEBILL NOR SELLER MAKES NO WARRANTY THAT THE EQUIPMENT WILL CONTINUE TO OPERATE OR FUNCTION FOR ANY PERIOD OF TIME FOLLOWING DELIVERY.

6. Payment Process and Completion of Sale.

- a. **Payment.** Upon successful completion of an Auction, Bluebill will generate an invoice and transmit or provide the invoice to You. You agree to make payment, in full, in three (3) business days from the date on which the invoice is provided to You. All payment must be made through certified funds or wire transfer using instructions on the invoice. Payment for amounts under \$1,000 may be made by credit card if stated on the invoice.
- b. **Completion of Sale.** Following receipt of all amounts due from You for the Equipment, Bluebill will transfer title to You on Seller's behalf, or as applicable, provide a bill of sale for the Equipment to You on Seller's behalf. The Equipment is released to You upon transmission of the Title or the bill of sale.

7. Right to Inspect. The Listing will state whether the Equipment is available for inspection, and if so, where and when such inspection can be made by You. Bluebill has no responsibility to You to provide any inspection of the Equipment. Purchasing Equipment that You have not inspected or had an agent inspect on Your behalf is at Your risk.

8. Auction Conduct. No arrangements may be made in advance of the Auction, by You or Seller, for particular bids to be placed on the Equipment or to arrange for the sale of the Equipment at a specific price. You may not bid on the Equipment during the Auction for the purpose of increasing the bid on the Auction without becoming the Buyer by placing the highest bid. Bluebill may, at its sole discretion, terminate an auction, delete a listing, or take any other action allowed by law to halt an auction that Bluebill, at its sole discretion, suspects to be subject to bid manipulation of any kind.

9. Title Delivery, Cooperation.

- a. **Title or Bill of Sale Delivery to You.** You hereby appoint Bluebill as Your attorney-in-fact with limited power of attorney to execute and deliver, on Your behalf, any and all documents required to transfer title to the Equipment to You and execute and deliver any other documents necessary for You to permit, register, license, or otherwise perfect ownership of the Equipment.
- b. **Your Responsibility to Register.** You are responsible for registering ownership of the Equipment in Your name in whatever jurisdiction you reside. Bluebill is under no obligation to assist you with registration of the Equipment.
- c. **Buyer's Duty to Cooperate.** You agree to cooperate with Bluebill and Seller as reasonably required by Bluebill to complete the transfer of title to the Equipment to You.
- d. **No Title or Bill of Sale to Bluebill.** You agree that title will not pass to Bluebill for any Equipment for any reason.

10. No Assistance with Export and Import. You agree that if You intend to export the Equipment, You are solely responsible for completing all required paperwork and obtaining all required permissions to both export the Equipment from the United States and import the Equipment into your jurisdiction of residence. You understand that Equipment may be subject to export and import duties or restrictions by both the United States and other jurisdictions. Bluebill makes no representations regarding the exportability or importability of the Equipment. Bluebill is under no obligation to assist You with export or import activities in any way whatsoever.

11. Delivery.

- a. **To You by Seller.** Bluebill has no obligation to You or the Seller to facilitate delivery of Equipment that is not at Bluebill's designated location. Seller will make the Equipment available to You within one (1) business day of Bluebill providing notice to You and Seller that the Auction is complete following Bluebill's receipt of payment from You. Seller will reasonably cooperate with any agent that You designate for pickup or other transportation of the Equipment.
- b. **For Equipment Stored by Bluebill.** Bluebill agrees to make the Equipment available to You within one (1) business day of receipt of full payment from You. Bluebill will not arrange for delivery of any Equipment stored at the Auction site or Bluebill's storage facility. You are responsible for delivery or pickup arrangements of the Equipment.
- c. **Delivery Terms.** Unless otherwise stated in the Listing, all Equipment is sold "AS-IS, WHERE-IS." Under these terms, You must arrange for loading and shipping the Equipment. You are responsible for all dismantling, loading, freight, insurance, permits, and other costs to move the Equipment. You agree that You will not list Bluebill or the Seller as the sender, shipper, or exporter on any transportation or shipping documents. You agree to appoint Bluebill as your attorney-in-fact with limited power of attorney, when needed and directed

in writing (including email) by You, to execute all documents required to load, unload, or transport the Equipment.

12. Risk of Loss. You assume all risk of loss with respect to the Equipment on the earlier of delivery of the Equipment to You or Your designated agent, or when You have fully paid Bluebill for the Equipment. Bluebill recommends that You procure insurance on the Equipment as soon as You have made payment.

13. Storage.

- a. **By Seller.** If the Equipment is stored at the Seller's site, You are responsible for removing the Equipment from Seller's site within ten (10) business days, unless otherwise specified in the Listing. Failure to remove the Equipment from Seller's site within ten (10) business days will result in a storage fee payable to Bluebill of \$75 per day beginning on the eleventh day.
- b. **By Bluebill.** If the Equipment is stored at Bluebill's site, You are responsible for removing the Equipment within ten (10) business days, unless otherwise specified in the Listing. Storage fees will begin to accrue, at the rate listed above, upon expiration of the deadline for You to remove the Equipment.
- c. **Long-Term Storage.** If You fail to remove the Equipment from the Seller's site or Bluebill's facility within ten (10) business days, Bluebill shall have the right to move the Equipment to a long-term storage facility of Bluebill's choice. Bluebill will notify You of Bluebill's intent to move the Equipment to long-term storage at least two (2) business days in advance. Storage fees shall continue to accrue for any Equipment placed in long-term storage. Any cost to move the Equipment to long-term storage shall be Your responsibility, and shall be paid upon demand by Bluebill. Bluebill reserves any rights or remedies it may have at law with respect to Equipment that is abandoned by You.

14. Abandoned Equipment. If you fail to remove the Equipment within sixty (60) calendar days following transmission of the Title or the bill of sale to You, You will be deemed to have abandoned the Equipment. Bluebill or the Seller may initiate action to dispose of the Equipment, either through resale or some other process allowed by law.

15. Taxes. If Buyer is exempt from sales tax, Buyer must provide evidence of such exemption to Bluebill. Such documentary evidence must be acceptable to Bluebill in Bluebill's sole discretion. Sales tax may be refunded if Buyer removes the Equipment from the State of Minnesota and provides Bluebill with documentation demonstrating, in Bluebill's sole discretion, that the Equipment is no longer located in Minnesota.

16. Lien in Favor of Bluebill for Storage. Seller acknowledges that Equipment stored by Bluebill is subject to a mechanic's lien and right of detainer in favor of Bluebill for any unpaid amounts due to Bluebill. Bluebill has the right to obtain a lien and/or take any other action available to Bluebill under Minnesota law to secure payment of amounts due to Bluebill, including foreclosure of a lien and sale of the Equipment under Minn. Stat. §514.18-.22.

17. Buyer's Representations and Warranties Regarding Buyer. Buyer represents and warrants to Bluebill that Buyer: A) is solvent; B) has not, is not planning to, and no creditor has, filed a petition in bankruptcy or for receivership of Buyer; C) is validly organized and in good standing in its jurisdiction; and D) is authorized to execute this Agreement.

18. Default and Limitation of Remedies.

- a. **Seller's Remedies on Default by You.** If You default by failing to pay upon close of the Auction (a "Buyer Default"), Seller shall have the right to terminate Your agreement with Seller by providing you with notice by email or in writing. Seller may then relist the Equipment for resale, either at the next available live Auction or an online Auction. In the alternative, Seller may seek specific performance of your agreement to buy the Equipment. Seller may seek additional damages from You for storage fees or other damages that result from your breach.
- b. **Bluebill's Remedies on Default by You.** In the event of a Buyer Default, You will be liable to Bluebill for the Buyer Default fee listed above. Bluebill may seek any additional damages or remedy available at law against You.
- c. **Your Remedies on Default by Seller.** If Seller defaults by failing to deliver the Equipment after Seller has received payment, you may cancel your agreement with Seller by providing Seller with written notice, which must also be provided to Bluebill. You may also seek return of your payment from Seller or specific performance against Seller.
- d. **Limitation of Your Remedies.** THE LIMITATIONS OF YOUR REMEDIES CONTAINED IN THIS AGREEMENT APPLY TO THE FULLEST EXTENT OF THE LAW. BLUEBILL AND SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CAUSE OR UNDER ANY THEORY OF LIABILITY. BLUEBILL AND SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF REVENUE, ANTICIPATED PROFITS, LOST BUSINESS, LOSS OF GOODWILL, LOSS OF REPUTATION, THE COST OF SUBSTITUTE OR ALTERNATIVE GOODS OR SERVICES. THE TOTAL LIABILITY OF BLUEBILL UNDER THIS AGREEMENT FOR ALL DAMAGES,

LOSSES, AND CAUSES OF ACTION OF ANY KIND SHALL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE AMOUNT OF THE BUYER'S FEE ACTUALLY PAID BY YOU TO BLUEBILL FOR THE EQUIPMENT UNDER THIS LISTING.

19. **No Warranties or Guarantee by Bluebill.** Bluebill does not offer any warranty or guarantee with respect to; A) the conduct of the Auction; B) the results of the Auction; C) the availability of the auction software or web site for You to use for any purpose; or D) for any other purpose.
20. **Indemnification.** You agree to defend, indemnify, and hold harmless Bluebill and Bluebill's agents, employees, officers, and directors against any claim, demand, suit, cause of action, costs, or other charges caused by: A) Your default under this Agreement; B) any tax or registration due with respect to the Equipment; and D) any unlawful act, negligence or misconduct by You in connection with this Agreement.
21. **Termination.** Bluebill can terminate this Agreement without notice for any Default by Seller. Seller may only terminate this Agreement: A) before an online Auction is made live for bidding; or B) following closing of an Auction without a Buyer. If Seller terminates this Agreement prior to an Auction being made live for bidding, Seller is liable to Bluebill for the Seller Default Fee, all applicable fees listed above except the Commission, and all of Bluebill's out of pocket costs. If Seller terminates the Agreement while bidding is ongoing in a live auction, Seller is liable to Bluebill for the Seller Default Fee, all applicable fees listed above, all of Bluebill's out of pocket fees, and the Commission to Bluebill based on the fair market value of the Equipment as determined by Bluebill in Bluebill's sole discretion.
22. **Limitation of Claims.** Claims asserted by any party to this Agreement must be brought within one year of date of this Agreement.
23. **Choice of Law and Venue.** This Agreement shall be subject to and governed by the laws of the State of Minnesota. All actions to enforce the terms and provisions of this Agreement shall be brought and maintained only within the State of Minnesota, and each Member hereby consents to the exclusive jurisdiction of the State courts in Hibbing, Minnesota or to Federal court in Duluth, Minnesota.
24. **Notice.** Any notices required or permitted to be given by any party upon the other is given accordance with this Agreement if it is A) deposited by United States Mail, certified mail, return receipt requested; B) deposited with a nationally recognized overnight carrier; C) personally delivered; or D) sent by facsimile or other electronic means. Notice to Bluebill must be delivered to PO Box 907, Hibbing, MN 55746, or if sent by email to info@bluebillauctions.com. Notice to Seller must be delivered to Seller's address and contact information in the Listing. Notice to You shall be delivered, and You agree to accept Notice at, the physical and email addresses You provided when setting up your account on the auction system selected by Bluebill for this Listing. Notice shall be deemed effective A) the date of deposit if sent by United States Mail or overnight courier; B) upon delivery if personally delivered; and C) upon confirmation of receipt if sent by facsimile or other form of electronic communication.
25. **Additional Terms.** A) This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of You and Bluebill. B) No party to this Agreement may assign this Agreement or any of the rights and benefits hereof without the prior written consent of the other party and any attempt at such assignment shall be void and of no effect. C) This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreements and understandings relating to the subject matter of this Agreement. This Agreement may be modified or amended by Bluebill at any time by providing notice on the Listing and on Bluebill's website. D) The invalidity or unenforceability of any provision shall not affect or impair the validity of any other provision. E) Time is of the essence in all terms on this Agreement. G) Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or any Closing described in this Agreement shall survive any termination or expiration of this Agreement or any Closing described in this Agreement and shall continue in full force and effect. Additionally, all provisions of this Agreement will survive the expiration or termination of this Agreement or any Closing described in this Agreement to the fullest extent necessary to give the Parties the full benefit of the bargain expressed herein.