

Set forth below are the terms and conditions (the “Terms”) that shall apply to any purchase by any party (a “Buyer” or “you”) either directly from Heritage Global Partners, Inc. (“HGP”) or in a transaction (each, a “Sale”) in which HGP serves as broker, agent, liquidator or auctioneer for any third party owner of the Goods (“Seller”). The Terms apply to all Sales, including without limitation, public auctions conducted by HGP (“Auctions”) and direct purchases by Buyer of any item either before, after or independent of any public auction. By using or accessing any and all HGP Services and or Websites or by participating in any HGP Auction you agree you have read and understand the Terms and are bound to these Terms. You may not use or access any HGP Services if you do not agree to the Terms. If you do not understand these Terms please contact HGP via email at cs@hgpauction.com for further assistance.

Please Note: The “sale specific” terms and conditions for each Auction supersede these general Terms.

1. No Warranty or Representations. All machinery, equipment, merchandise and other items (the “Goods”) are sold on an “AS IS/WHERE IS/WITH ALL FAULTS” basis without licenses or other rights to software required for the Goods to work, without any warranties or representations, either expressed or implied. Neither HGP nor the Seller makes any warranties or representations of any kind or nature with respect to the Goods or its value and in no event shall either be responsible for correctness of description, genuineness, attribution, provenance, authenticity, authorship, completeness, condition of the property or estimate of its value. Buyer is solely responsible to conduct its own comprehensive due diligence and investigation regarding the Goods and to satisfy itself with respect to the Goods prior to any purchase. No statement (oral or written) in the catalog, at the Auction, or elsewhere shall be deemed such a warranty or representation, or any assumption of responsibility. Prospective Buyers are urged to contact HGP directly for detailed information regarding any Goods for sale. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT are expressly disclaimed.
2. Registration. Buyers must register prior to bidding at or otherwise participating in any Auction or other Sale and must be of legal capacity to enter into these Terms. All prospective Buyers must provide their name, company (if applicable), mailing address, phone number and email address prior to the Sale. By registering, you represent and warrant any and all Buyer Information is accurate and complete. It is solely the Buyer’s responsibility to maintain current Buyer Information for completeness and accuracy. HGP reserves the right to deny and or terminate any Buyer’s registration at any time at its sole discretion without notification. HGP reserves the right to deny usage and access of HGP’s Services and Websites at any time without notice or liability to any persons or third parties including Buyers. When applicable, Electronic bidders are required to provide a valid Visa or MasterCard number prior to participating in any Sale. At its discretion, HGP may charge a registration fee for electronic bidding. This fee will be clearly displayed during the registration process. THE BUYER AUTHORIZES HGP TO CHARGE LIQUIDATED DAMAGES TO THE CREDIT CARD LEFT ON FILE DURING THE REGISTRATION PROCESS. (See section 9 “Default” below.)
 - a. HGP, its Services and its Website are for use by persons acting within their trade or businesses and may not be used by consumers or for personal or household purposes. By registering, the Buyer represents, warrants and undertakes that it is or acts for a business and not for consumer transactions and has disclosed correct information about its business and contact details as requested in HGP’s registration procedure.

3. Deposits. HGP may require a deposit as a condition to bid in any Sale. At its discretion, HGP may contact you via email or telephone before or during the sale to obtain a bank letter of guarantee or wire transfer as a deposit. If HGP does not receive a response from its attempts to contact Buyer or if the Buyer does not provide a deposit, HGP reserves the right to refuse to accept or to cancel Buyer's bids. Any deposit received will be (a) applied to the purchase price if Buyer is the winning bidder for any Goods or (b) returned within 48 hours following the closing of the Auction if Buyer is not the winning bidder for any Goods. Invoices are provided shortly after the conclusion of the Auction and unless otherwise provided are payable in full within 48 hours following the closing of the Auction.
4. Invoices & Payment Instructions. Immediately following the conclusion of the Auction, HGP will send each winning Buyer an electronic invoice to the email address provided during registration. Detailed payment instructions for each Sale, including the payment deadline (the "Final Payment Date"), are available in the printed catalog at the Auction location on the day of the Auction as well as in the online catalog. Electronic bidders will be sent detailed payment instructions via email along with their invoice. Buyer is responsible to be aware of and to comply with payment deadlines.
5. Payments. All invoices must be paid in full on or prior to the Final Payment Date advertised for the respective Auction, which is generally 48 hours following the closing of the Auction unless otherwise indicated. All payments must be in cash, cashier's or certified check, federal wire transfer of immediately available funds or a corporate check accompanied with a bank letter of guarantee, and all of the foregoing must be in form, scope and substance acceptable to HGP. Credit cards are accepted for electronic bidding registration and for Liquidated Damages in the event of a default. Without limiting HGP's discretion, no corporate checks without a bank guarantee and no personal checks will be accepted. No title of the Goods shall pass to Buyer until the total purchase price and all Taxes have been paid to HGP in collected funds.
6. Taxes. Buyer must also pay, on or before the Final Payment Date, all sales, export, use and other taxes due to any federal, state or local taxing authority (the "Taxes") as a result of Buyer's purchase, including without limitation, any taxes arising from any Buyer's Premium. To receive the benefit of any tax exemption, Buyer must timely supply HGP with a sales tax exemption certificate acceptable in form, scope and substance to HGP in HGP's sole discretion or, when exporting purchased Assets, otherwise follow HGP's sales tax reimbursement process and provide a completed Bill of Lading in the timeframe required. Detailed instructions are included with each invoice.
7. Buyer's Premium. HGP shall charge each Buyer a Buyer's Premium in the amount of 19% of the winning bid for Goods purchased (unless otherwise indicated) in addition to the purchase price bid for the Goods.
8. Removal of Goods. (1) Buyers or their Agents must remove all Goods purchased before the final removal date and time announced by HGP at the Auction (the "Removal Date"). (2) No Goods shall be removed until the full purchase price and all applicable taxes thereon have been received by HGP in the form required herein. REGARDLESS OF THE REASON FOR NON-REMOVAL, ANY GOODS NOT REMOVED ON OR BEFORE THE REMOVAL DATE SHALL BE DEEMED ABANDONED AND HGP SHALL HAVE NO FURTHER OBLIGATION TO BUYER WITH RESPECT TO SUCH GOODS. Buyer shall be responsible for the safe and proper removal of any Goods purchased by Buyer and shall comply with all instructions or restrictions

imposed by the Seller or the owner of the premises. HGP does not pack, ship, store, crate or rig Goods for removal. Unless otherwise indicated, Buyers may either pick up Goods at the designated auction site themselves or contract with an approved third party agent to manage the removal process for them. Before Goods can be removed by an Agent, Agent must provide HGP with (1) proof of payment in full (Paid in Full Invoice), (2) An "Agent Release Authorization" form which allows HGP to release items to a third party professional for shipping, crating, rigging or packing purposes and (3) proof of adequate insurance. Goods weighing more than 100 pounds in their current condition must be disconnected, disassembled and/or removed by a qualified, insured rigger. Before any removal, Buyer must provide HGP with a certificate of insurance from the rigger, which certificate must be in form, scope and content acceptable to HGP in HGP'S sole discretion. Without limiting HGP'S discretion, such certificate must show that the rigger carries comprehensive liability insurance written by an insurance carrier of national standing and in an amount of not less than two million dollars (\$2,000,000.00). Without limiting the generality of the foregoing, Buyer shall restore and repair all real and personal property that is altered or damaged as a result of Buyer's or its agent's removal of the Goods. HGP shall have no responsibility to disconnect utilities to the sold Goods, including electric, gas, waste and water lines. Buyer is solely responsible to properly remove and store in appropriate containers all fluids, oils, hazardous chemicals, etc., from Goods purchased. Buyer hereby agrees to defend, indemnify and to hold harmless HGP, the Seller and the owner of the premises in which the Goods are located, from any and all claims, damages, and losses arising from Buyer's actions or actions with respect to the Goods and Buyer's presence on the premises in which the Goods are located, including without limitation, injuries to persons or property and environmental violations or contamination. Risk of loss on any Goods shall pass to the Buyer upon payment in full to HGP of all sums due from Buyer in respect to the Goods. HGP shall have no responsibility whatsoever for any missing or lost items that can be removed by hand if such items have not been removed by the Removal date. There will be NO removal of any Goods until the auction is complete.

9. Defaults. Bidders must bid only on those Goods they are prepared to pay for and remove in accordance with the Terms. All bids placed are irrevocable. All Goods awarded to high bidders are contractually theirs and must be paid for by the Final Payment Date and removed by the Removal Date. IN THE EVENT BUYER FAILS TO COMPLY WITH THESE TERMS (INCLUDING BUT NOT LIMITED TO PAYMENT AND REMOVAL DEADLINES) BUYER WILL AUTOMATICALLY BE PLACED IN DEFAULT. THIS IS YOUR OFFICIAL NOTICE OF DEFAULT. Upon default, you shall lose all right, title, and interest which you might otherwise have acquired in and to such Goods as to which default has occurred. HGP will attempt to re-market and re-sell those Goods to mitigate its damages, in which case you will be responsible to pay HGP the full amount of the difference between the original invoice price and the re-sale price plus any expenses incurred to re-market or re-sell these items. Failure to remove items by the Removal Date in accordance with removal terms will subject Buyer to pay the full amount of the expenses incurred to store or transport items until they are re-sold. IF HGP HAS NOT RECEIVED PAYMENT FOR WINNING BIDS BY THE FINAL PAYMENT DATE, BUYER AUTHORIZES HGP TO CHARGE THE FULL PURCHASE PRICE, THE BUYER'S PREMIUM AND APPLICABLE TAXES, TO THE CREDIT CARD LEFT ON FILE DURING THE REGISTRATION PROCESS. IF BUYER HAS NOT REMOVED ITEMS BY THE REMOVAL DATE, THE BIDDER AUTHORIZES HGP TO CHARGE THE FULL AMOUNT OF SUCH STORAGE AND/OR TRANSPORTATION COSTS TO THE CREDIT CARD LEFT ON FILE DURING THE REGISTRATION PROCESS.
10. Adjustments. After Buyer has removed any Goods, neither HGP nor Seller shall have any obligation to

make any adjustment or accommodation to Buyer because of any mistake in quantity or other defect or problem with respect to such Goods. Buyer must make all requests for adjustments in writing to HGP before any Goods are removed from the premises where the Auction is conducted.

11. **Damages; Limitation of Liability.** HGP shall not be liable for any damages of any type or nature (whether in contract, tort or otherwise) sustained or claimed by Buyer or any other person or entity in connection with the Website, the Services, Sales, the Auction and/or the Goods and/or the failure of any party to complete the sale of any Goods or Buyer's or Buyer's representatives' inability to remove any Goods, including but not limited to legal fees, costs and disbursements. Without limiting the foregoing, in no event shall HGP's liability to Buyer for any act or omission occurring in connection with the Website, the Services, the Auction, the Sale and/or the Goods exceed the amount that Buyer has actually paid to HGP as compensation in connection with Buyer's purchase of Goods. IN NO EVENT WILL HGP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSSES RELATED TO BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, THE SALE OF ANY GOODS, THE SERVICES, SALES OR THE AUCTION, OR OUT OF ANY BREACH OF WARRANTY, EVEN IF HGP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action.
12. **Limitation on Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS, THE WEBSITE, THE SERVICES, A SALE OR AN AUCTION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, YOUR CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
13. **Changes; Withdrawals.** HGP reserves the right to withdraw or sell any Goods contained in an Auction prior to or proceeding the stated Auction period without notification. HGP reserves the right to temporarily or permanently end an Auction prior to or during the stated Auction period at its sole discretion without notification. HGP, in its sole discretion, reserves the right to extend the stated Auction period without notification. If for any reason HGP is unable to deliver any Goods purchased by Buyer, HGP'S sole liability shall be to refund all sums paid by Buyer to HGP in respect of such Goods.
14. HGP, in its sole discretion, reserves the right to establish a reserve or minimum price on any Goods without having to announce, post or publish notice to attendees and Buyers at any auction. HGP reserves the right to confirm or reject the final bid. Further, HGP, and/or its affiliates or subsidiaries, may bid at the auction for its own account, on behalf of a third party or the Seller.
15. **"Subject to Seller Confirmation" Lots.** Certain lots of Goods may be offered for sale "Subject to Seller Confirmation," meaning the Seller has the right to confirm or reject the highest bid tendered at the Auction sale within a stated time following the close of bidding as set forth either in the lot description, on the Auction landing page or under the Auction Details tab on the landing page. The lot description for any such lot shall clearly designate that the respective lot is being offered for sale Subject to Seller Confirmation. Buyer acknowledges that the high bid received for such lot(s) shall remain irrevocable until the end of the stated confirmation period, and the lot will only be awarded to the high bidder if confirmed by the Seller. Regardless of whether the high bidder receives a preliminary post-auction notification that the bidder has or may have tendered the highest bid for any such lot, no such lot shall

be awarded to the high bidder unless and until such time as the high bidder has received a written or telephonic notification from HGP that its high bid has been confirmed by the Seller.

16. **Absentee/Proxy Bids.** By completing an “Absentee (Proxy) Bidder Form,” Buyers may appoint HGP to be an agent and proxy for the sole purpose of purchasing Goods when the Buyer CANNOT bid personally on the day of the sale. ALL BIDS ARE FINAL, IRREVOCABLE AND BINDING and DO NOT include any applicable Buyer’s Premium and sales taxes. HGP will bid up to the specified maximum bid amount to win the Goods, using only the amount needed to be the high bidder. HGP has complete discretion whether and when to accept Proxy bids. HGP’s announcements at the time the lot is sold take precedence over any and all published materials. Proxy bidders will be notified only if they have been declared the high bid. Notification will take place in the form of an electronic invoice which will be sent to the email address provided during registration.
17. **Right to Refuse Bids or Deny Access.** HGP, in its sole discretion, reserves the right to refuse the bid of any person without providing any notice or reason therefore. HGP reserves the right to deny the usage and access by any person or third party of any and all HGP Services and Websites without notification.
18. **Bid Increments.** HGP, in its sole discretion, shall control all bidding increments and advances at any Auction. HGP reserves the right to reject any bid that is only a minimal increase over the preceding bid, that is not commensurate with the value of the item being offered or that HGP believes was made illegally or in bad faith. In the event of a dispute among bidders, HGP may, in its sole discretion, either accept what it deems to be the final bid or solicit further bids on the item in dispute. No returns or refunds will be permitted, unless authorized by the Seller in writing.
19. **Aggregate Bids.** HGP reserves the right, in its sole discretion, to sell Goods advertised as a public auction sale, on a piece by piece basis or as a complete lot. Without limiting the generality of the foregoing, HGP may accept a complete lot bid and then conduct an item by item auction. In that event, HGP reserves the right to accept the bid or bids it deems best in its sole discretion.
20. **Information Subject to Error.** All information provided by HGP to Buyers, including without limitation, any advertising, catalogs, on the Website or otherwise, is subject to deletions, errors, additions, and changes without notice. Although information is gathered from sources thought to be reliable, HGP shall have no responsibility whatsoever for any information provided to any attendee or Buyer. All Buyer shall rely solely on their own due diligence, investigation and inspection of any Goods.
21. **Right to Amend or Modify Terms and Conditions.** HGP reserves the right to amend any and all of the Terms at any time without notification at HGP’s sole discretion. It is the Buyer’s responsibility to read and review the Terms for each sale. HGP provides the Terms through its Websites and in printed form at on-site auctions.
22. **Agency Relationship.** When HGP is selling or auctioning any Goods on behalf of a Seller, HGP shall act as an agent only and shall have no liability whatsoever for the acts of any Seller. Under no circumstances, does HGP act as an agent of any Buyer.
23. **Export Law Compliance.** Buyers agree to comply with all United States export control and related laws,

as well as acknowledge that HGP is not the exporter of any purchased item. Certain items offered for sale at an Auction or Sealed Bid Sale may constitute "Restricted Technology." Under Federal Law, such Goods may not be shipped outside the United States. Buyer also agrees not to export any item to countries which are subject to comprehensive embargoes or support terrorism. These countries include, but are not limited to: Cuba, Iran, North Korea Syria and the Crimean, Donetsk and Luhansk regions of Ukraine. The list will change from time to time. HGP makes no representation or warranty concerning Restricted Technology or conducted an investigation to ascertain, which items, if any, constitute Restricted Technology. Pursuant to Section 758.3 of the Export Administration Regulations, with respect to any Goods purchased, Buyer expressly assumes responsibility for determining licensing requirements and obtaining license authority where required.

24. **Auction Sites.** Buyers acknowledge that an auction site is a potentially dangerous place, and is not owned, managed or controlled by HGP. Flammable, noxious, corrosive and pressurized substances may be present. Heavy equipment may be operated and electrical circuits may be live. You enter the auction site at your own risk with notice of the condition of the premises and the activities that will be or have been conducted on the premises. No person shall have any claim against HGP, the Seller or their respective agents for any personal or bodily injuries sustained or for damages to or loss of property that may occur at the auction site.
25. **HGP Rights and Remedies.** If the Buyer fails to comply with any of the Terms, HGP shall have all rights and remedies available to it at law and in equity. Without limiting the generality of the foregoing, HGP may retain all deposits and payments received from Buyer and may resell any Goods that Buyer fails to purchase or to remove. Buyer shall be responsible for all costs, losses, and damages suffered by HGP (i) as a result of Buyer's breach of any of the Terms, including without limitation, lost profits and consequential damages and (ii) incurred in connection with the enforcement of HGPs' rights, including, without limitation, legal fees and costs and expenses related to the resale of Goods, including removal, storage, shipping and rigging fees.
26. **No Collusion.** Buyers agree they will not participate in any bidding practices with the intent of manipulating the bidding. Any and all forms of collusion between Buyers is forbidden. Buyers agree they will not place bids using false names or Buyer Information.
27. **Buyer's Indemnification.** Buyers agree they will defend, indemnify and hold harmless HGP, including its affiliates, directors, officers, employees, agents, shareholders, co-branders, or partners, from and against any and all claim, loss, damage, liabilities, judgments, fees and expenses incurred by HGP, including its affiliates, directors, officers, employees, agents, shareholders, co-branders, or partners, through the use of HGP Services and Websites or arising out of or relating to the Auction, the Goods or any Transaction.
28. **Force Majeure.** HGP will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in its performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or

other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

29. Entire Agreement. These Terms, together with any additional terms and conditions specific to a particular Auction (which are incorporated herein by reference and can be found through one or more links on the Property detail page for the Auction in question), constitute the entire agreement between HGP and Buyer regarding its subject matter and supersede and replace all prior or contemporaneous agreements between Buyer and HGP regarding such subject matter.
30. Third Party Services. HGP and/or Seller may provide and/or designate certain third parties to provide ancillary services in connection with a Transaction, an Auction, a Sale or other services, and/or links to the websites or products or services of others (“Third-Party Services”). HGP has no control over, and no liability for any such Third-Party Services. Any such designations do not constitute an endorsement by HGP of such third-party service providers, or the products, or services of such third parties. These third parties operate independently of HGP and have established their own terms and conditions and policies. Buyer acknowledges and agrees that HGP is not responsible for any damages or losses caused or alleged from using any Third-Party Services.
31. Governing Law; Venue; Attorney’s Fees. These Terms have been entered into and shall be governed by, construed and enforced in accordance with the laws of the State of California without regard to conflicts of law principles. Any dispute related to these Terms must be resolved exclusively in the state or federal courts located in San Diego County, California. Buyer consents to the exclusive jurisdiction of the state and federal courts located in San Diego County (and of the appropriate appellate courts therefrom) in any action or proceeding arising out of or relating to these Terms or the Auction, and waives any objection to venue or to the jurisdiction of such courts. Each of the Parties agrees that process in any action or proceeding may be served personally or by registered mail anywhere in the world. In the event of any permitted court action, the prevailing party (which shall mean the party obtaining substantially all of the relief sought by such party) shall be entitled to reimbursement from the non-prevailing party of all reasonable attorney’s fees and costs/expenses of the prevailing party and any award of the court will include costs and reasonable attorneys’ fees to the prevailing party.
32. Website Usage. The following is specific to the access and usage of HGP Websites including and not limited to any and all features and applications:
 - a. Each Buyer will specify a unique User Name and Password and it is solely the responsibility of the Buyer to maintain the confidentiality of this User Name and Password.
 - b. Buyers are solely responsible for any and all transactions or transmissions using their User Name and Password.
 - c. HGP is not responsible for any and all unauthorized or compromised usage of the Buyer’s User Name and Password. Buyers are responsible for contacting HGP in writing for any and all unauthorized usage of their User Name and Password.

- d. Buyers agree they will not:
 - i. Disrupt, interfere or create outages to computer networks that directly or indirectly affect HGP Websites.
 - ii. Falsely misrepresent or impersonate any other person or entity. Registrants are forbidden from misrepresenting a Registrant's employment by or affiliation with any third party.
 - iii. Registrants are forbidden from posting, uploading, transmitting, publishing or distributing any and all information that contains viruses, code, files or programs with the malicious intent of affecting HGP Websites.
 - iv. Registrants agree they will not copy, modify, reproduce, distribute or sell any information or material provided through HGP Websites.
- e. HGP is not responsible for any and all products, content, information or material provided by links to or statements regarding third party services. This includes but not limited to riggers, shippers, partners and any third party services listed.
- f. Registrants agree HGP and its affiliates, including partners, officers, directors, employees, agents, shareholders or co-branders, are not responsible for any and all damages, actual or alleged, resulting from the downloading of any information or materials from HGP Websites.
- g. YOU ACKNOWLEDGE AUCTIONS WILL BE CONDUCTED ONLINE THROUGH HGP'S DIGITAL BIDDING APPLICATION AND THAT HGP MAY UTILIZE THIRD PARTY TECHNOLOGY IN ORDER TO CONDUCT AUCTIONS AND/OR TO ACCEPT BIDS, IN HGP'S DISCRETION. HGP DOES NOT WARRANT THAT THE FUNCTIONS, FEATURES OR CONTENT CONTAINED IN THE WEBSITE, THE SERVICES OR ANY AUCTION PLATFORM, APPLICATION OR BIDDING SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY THIRD-PARTY SOFTWARE, TECHNOLOGY, PRODUCTS OR OTHER MATERIALS WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED IN A TIMELY MANNER.

HGP February 2024