

INDUSTRIAL ASSET SOLUTIONS LIMITED TERMS AND CONDITIONS OF SALE (REPUBLIC OF IRELAND)

The following terms and conditions ("Terms") are the terms on which Industrial Asset Solutions Limited (a limited liability company incorporated under the laws of the Republic of Ireland with company number 562771 and whose registered office is at 53 Victoria road Clontarf, Dublin 3, Ireland. ("Indassol") sells Equipment (defined below) and supersedes all other terms and conditions relating to the subject matter of these Terms.

PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN LIMITATIONS ON AND EXCLUSIONS OF THE LIABILITY OF INDUSTRIAL ASSET SOLUTIONS LIMITED AND THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CLAUSE [8] OF THESE TERMS. FURTHER NOTE THAT INDASSOL IS NOT THE SELLER OF ANY EQUIPMENT, BUT SELLS THE EQUIPMENT FOR AND ON BEALF OF THE SELLER AS THE SELLER'S DULY AUTHORISED AGENT.

1. DEFINITIONS AND INTERPRETATION

1.1 The following words and phrases used in these Terms shall have the following meanings, except where the context clearly requires otherwise:

"Buyer" means any person, firm or entity who accepts Indassol's written quotation for the sale of the Equipment or whose written purchase order form for the Equipment is accepted in writing by Indassol;

"Contract" means a contract for the sale and purchase of the Equipment entered into between the Buyer and the Seller in accordance with these Terms;

"Data Protection Act" means the Data Protection Act 1988 (as amended from time to time including 2003) or such other legislation and/or regulations which enacts or consolidates it (with or without modification);

"Equipment" means the assets (or any part of them) set out in an Order which the Seller shall sell to the Buyer in accordance with these Terms;

"Force Majeure Event" means any event beyond the reasonable control of a Party and which affects the performance by a Party of its obligations under these Terms and arises directly from an act of God, local government or government, war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil commotion or industrial dispute;

"Location" means the place at which the Equipment will be located for the purposes of collection by the Buyer as set out in the relevant Sale Specific Terms or as otherwise communicated by Indassol to the Buyer;

"Order" means the Buyer's order for the Equipment as set out in the Buyer's purchase order form or in the Buyer's written acceptance of Indassol's offer made on behalf of the Seller;

"Parties" means Indassol (in its capacity as agent of the Seller) and the Buyer collectively and "Party" shall mean any one of them as determined by the context;

"Personal Data" means any personal information (such as name, address, telephone number, credit card details and copies of documents such as a driving licence used for identification purposes) which the Buyer provides to Indassol;

"Privacy Policy" means Indassol's privacy policy (accessible via this link: <http://www.indassol.com/privacy.htm>) which forms part of these Terms;

"Purchase Price" means the price (exclusive of VAT) agreed to be paid by the Buyer to Indassol for the Equipment as set out in the relevant Order;

"Sale(s)" means the sale of item(s) of Equipment by a Seller facilitated by Indassol as agent for the Seller;

"Sale Specific Terms" means any terms (in addition to the Terms) communicated to the Buyer in writing by Indassol which relate to the specific Sale of specific Equipment mentioned in such terms;

"Seller" means the person, firm or entity who instructed Indassol to sell the Equipment on its behalf and who is the legal and beneficial owner of the Equipment;

"Third Party" means any person or entity other than the Parties;

"VAT" means value added tax charged under or pursuant to the Value Added Tax Consolidation Act 2010

"Website" means Indassol's website located at www.indassol.com.

1.2 The headings used in these Terms have been inserted for convenience only and shall not affect their construction or interpretation.

1.3 Words importing the singular include the plural and vice versa.

1.4 Words importing a gender shall include all genders.

1.5 Reference to any statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under them as from time to time amended, consolidated or re-enacted.

1.6 In the event of a conflict between the provisions of these Terms and the Sale Specific Terms, the Sale Specific Terms shall take precedence.

2. APPLICABILITY OF THESE TERMS

These Terms apply to all Sales of Equipment from Seller to Buyer, as facilitated by Indassol as agent for the Seller.

3. EQUIPMENT

All statements relating to the Equipment appearing on the Website, in advertising and/or marketing material or in any other communication (such as statements relating to description, quality and condition) are qualified statements of opinion and should not be relied upon or construed as being representations or warranties.

It is the Buyer's responsibility to inspect the Equipment and familiarise itself with the condition, quality and other relevant facts relating to the Equipment prior to making an offer on such Equipment.

4. THE SALE

4.1 Indassol sells the Equipment to the Buyer as agent for and on behalf of the Seller.

4.2 The Contract is entered into between the Buyer and the Seller.

4.3 Indassol may require a Buyer, as a prerequisite for entering into a Sale, to provide a satisfactory bank guarantee or other form of security.

4.4 Indassol and/or the Seller may reject an offer in its sole and unfettered discretion.

4.5 The Order constitutes an offer by the Buyer to purchase the Equipment in accordance with these Terms. The Order shall be deemed to be accepted and the Contract between the Buyer and the Seller shall come into existence on the earlier of;

4.5.1 Indassol issuing a written acceptance of the Order; or

4.5.2 Indassol providing to the Buyer written confirmation of the Sale; or

4.5.3 Indassol doing any act consistent with fulfilling the Order,

at which point the Contract shall come into existence.

5. PURCHASE PRICE AND PAYMENT TERMS

5.1 Indassol may invoice the Buyer for the Purchase Price on or at any time after the coming into existence of the Contract as described in clause [4.5] above.

5.2 The Purchase Price does not include VAT and where applicable, any VAT relating to a sale shall be payable by the Buyer at the then current rate.

5.3 The Purchase Price is exclusive of the costs of packaging, insurance and carriage of the Equipment.

5.4 The Buyer shall make all payments due under these Terms in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

5.5 Unless otherwise agreed between the Parties, the Purchase Price should be paid by means of electronic funds transfer (EFT). The bank details and the currency in which payment should be made shall be specified in the Sale Specific Terms or in Indassol's acceptance of an Order. No payment shall be deemed to have been received until Indassol has received the relevant payment in cleared funds.

5.6 Time for payment of an invoice shall be of the essence. The Buyer shall further be liable for the administrative costs and the collection costs (including legal and tracing costs) of Indassol for collecting any debt from the Buyer.

5.7 If the Buyer fails to pay Indassol any sum due pursuant to these Terms, the Buyer shall be liable to pay interest to Indassol on such sum from the due date for payment at the annual rate of five per cent (5%) above the base lending rate from time to time of Allied Irish Bank Plc, accruing on a daily basis until payment is made, whether before or after any judgment.

5.8 Any payments received by Indassol shall firstly be allocated to costs, then to interest charges and then to the Purchase Price.

6. REMOVAL OF EQUIPMENT

6.1 Unless otherwise agreed, it is the Buyer's responsibility to collect or to arrange for the collection of purchased Equipment from the Location (at the Buyer's cost).

6.2 Indassol shall only release Equipment for collection by a Buyer or its duly authorised representative once the Buyer has paid the Purchase Price and Indassol has received the amount in the sum of the Purchase Price (in cleared funds).

6.3 The Buyer shall liaise with the individual whose name and contact details are provided in the Sale Specific Terms or which is otherwise communicated by Indassol to the Buyer to arrange for the collection of Equipment from the Location.

6.4 Unless stated otherwise in the Sale Specific Terms or agreed between the Parties, the Buyer shall collect the Equipment purchased from the Location (or arrange for collection by an authorised representative) within ten (10) days of Indassol giving notice to the Buyer that cleared funds accounting for the Purchase Price have been received by Indassol, after which Indassol shall be entitled to charge to the Buyer the cost of storing such Equipment beyond the agreed period for collection.

6.5 Certain types of Equipment may contain hazardous materials (such as chemicals) and the Buyer must ensure that the removal of any such Equipment from the Location is carried out in accordance with the Safety, Health & Welfare at Work Act 1989 and following amendments, The Chemicals Act of 2008, and Chemicals (amendment) Act 2010 and any other relevant legislation and/or regulations dealing with the removal and handling of such hazardous materials.

6.6 The Buyer shall indemnify and shall keep Indassol indemnified against all liabilities, damages (direct and indirect), costs, expenses, death and personal injury arising from or in the course of the removal of the Equipment.

7. RISK AND TITLE

The risk in and to the Equipment purchased by the Buyer under a Contract shall pass to the Buyer upon the creation of the Contract pursuant to the provisions of clause 4.5 and title shall pass to the Buyer on receipt by Indassol of the Purchase Price (together with any VAT) in cleared funds. It is the Buyer's responsible to arrange appropriate insurance cover in respect of any Equipment purchased pursuant to a Contract.

8. WARRANTIES AND LIMITATION OF LIABILITY

8.1 ALL EQUIPMENT IS SOLD "AS IS". INDASSOL DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS OR CONDITION OF THE EQUIPMENT OR AS TO THE CORRECTNESS OF DESCRIPTION OF SUCH EQUIPMENT. THE BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL INDASSOL BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, ANY COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED BY THE BUYER AS A RESULT OF PURCHASING ANY EQUIPMENT. INDASSOL SELLS THE EQUIPMENT AS AGENT ON BEHALF OF THE SELLER. THE CONTRACT OF SALE IN RESPECT OF EQUIPMENT IS BETWEEN THE BUYER AND THE SELLER.

8.2 THE PROVISIONS OF THE SALE OF GOODS & SUPPLY OF SERVICES ACT 1980 (AS AMENDED) ARE HEREBY EXPRESSLY EXCLUDED INSOFAR AS PERMITTED BY LAW.

8.3 WHERE THE INDUSTRIAL RESEARCH AND STANDARDS (FIRE SAFETY) (DOMESTIC FURNITURE) ORDER 1988 APPLIES TO ANY EQUIPMENT, SUCH EQUIPMENT IS SOLD ON THE UNDERSTANDING THAT INDASSOL DOES NOT WARRANT OR REPRESENT THAT SUCH EQUIPMENT IS IN A CONDITION THAT MAKES IT SUITABLE FOR DOMESTIC USE. IN THE EVENT OF THE BUYER INTENDING TO USE SUCH EQUIPMENT IN A DOMESTIC ENVIRONMENT, THE BUYER SHOULD ENSURE THAT SUCH EQUIPMENT COMPLIES WITH THE REQUIREMENTS OF THE INDUSTRIAL RESEARCH AND STANDARDS (FIRE SAFETY) (DOMESTIC FURNITURE) ORDER 1988, AS AMENDED FROM TIME TO TIME.

8.4 IT IS THE BUYER'S RESPONSIBILITY TO ENSURE THAT ANY EQUIPMENT CLASSIFIED AS A 'MOTOR VEHICLE' IN TERMS OF THE ROAD TRAFFIC ACT 1961 & 2010, COMPLIES WITH THE PROVISIONS OF SUCH ACTS.

9. INTELLECTUAL PROPERTY

The copyright in the text and in any of the photographs, digital images and illustrations of Equipment made available by Indassol (whether appearing on the Website or otherwise) vests in and shall remain vested in Indassol or its licensors. The Buyer will not reproduce or permit anyone else to reproduce such text, photographs, digital images or illustrations without Indassol's prior written consent.

10. DATA PROTECTION

10.1 Indassol may collect Personal Data from the Buyer in its dealings with the Buyer and/or the Buyer's employees or agents.

10.2 The collection, processing and storage of Personal Data will be dealt with by Indassol in accordance with the General Data Protection Regulation 2016/679 and Indassol Privacy Policy.

11. WAIVER

A waiver (whether express or implied) by one of the Parties of any of the provisions of these Terms or of any breach of or default by any other Party in performing any of those provisions, will not constitute a continuing waiver and that waiver will not prevent the waiving Party from subsequently enforcing any of the provisions of

these Terms not waived or from acting on any subsequent breach of or default by any other Party under any of the provisions of these Terms.

12. SEVERABILITY

The provisions contained in each clause and sub-clause of these Terms is enforceable independently of each of the others and its validity will not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question will apply with such modification as may be necessary to make it valid.

13. FORCE MAJEURE

Neither party shall be liable to the other party for any delay or non-performance of its obligations under this agreement to the extent it arises from a Force Majeure Event.

14. WHOLE AGREEMENT

These Terms, any Sale Specific Terms and the Privacy Policy contain the whole agreement between the Parties relating to the subject matter contemplated by these Terms.

15. GOVERNING LAW AND JURISDICTION

These Terms are governed by and will be construed in accordance with Irish law. Each Party irrevocably submits to the exclusive jurisdiction of the Irish Courts for all purposes relating to these Terms.

16. TRANSFER OF RISK AND TITLE

Upon notification of acceptance of its Offer, the Buyer shall assume all risks in and relating to the assets. The Buyer is advised to effect in respect of all such risks arising thereafter any insurance it may consider necessary. The duty of Indassol and/or the Seller to make assets available shall be deemed performed upon notification of acceptance of the Buyer's offer even if an asset is subsequently damaged and/or part thereof has been lost.

Property and title in each asset shall not pass to the Buyer until:

- a) full payment therefore has been received or (where payment or part payment is made by cheque) until the cheque(s) in question have been cleared; and
- b) each such asset has been removed from the Seller's premises in its entirety.

Online Auction Terms and Conditions of Sale

By participating in an Online Auction, you consent to be bound by these Online Auction Terms and Conditions of Sale in addition to our general terms and conditions found at <https://www.go-dove.com/en/register/registration/terms> ("User Terms and Condition Agreement") as well as any additional terms that may be imposed by the seller or announced at the auction, included within the Additional Info and/or set forth on individual asset lot pages. For the purposes of these Terms and Conditions, we refer to any person or entity registering to offer or offering to buy goods as a "buyer" regardless of whether any contract of sale is concluded.

In the event of a conflict between these Terms and Conditions and the User Terms and Condition Agreement, these Terms and Conditions shall take precedence.

1. Auctioneer's role in Online Auctions

For the purpose of the Online Auctions the relevant Liquidity Services Group Company named in the Additional Info or its agent will be the auctioneer and agent for the seller (the "Auctioneer") and will sell goods to a buyer. The Auctioneer may at its discretion or upon the instruction of the seller:

- (a) alter or withdraw all or any lots up to the moment at which such lot(s) are indicated as "SOLD" (the "Announcement of Sale");
- (b) where a reserve has been placed on any lot, withdraw that lot in the event that the highest bid price at the end of the Online Auction does not meet the reserve;
- (c) bid for any lot or lots offered for sale at the Online Auction on its own account or on behalf of third parties (including on behalf of sellers but, if on behalf of sellers, not at or in excess of the reserve price); and/or
- (d) combine (including in bulk), sub-divide or amend a lot or lots as the Auctioneer deems appropriate.

Liquidity Services, any Liquidity Services Group Company or an associated Auctioneer may participate as sellers in Online Auctions from time to time.

Buyers agree that Liquidity Services and/or, where applicable, the Auctioneer may at any time and from time to time without notice: (i) discontinue an Online Auction either temporarily or permanently; or (ii) extend an Online Auction beyond the period indicated on the website.

2. Sale

Unless otherwise indicated, all lots are offered subject to a reserve, which is the confidential minimum price below which a lot will not be sold. The reserve price may be decreased by the Auctioneer or seller at any time before or during the auction. The reserve price may be decreased to the level of the highest autobid if that bid is below the current reserve price with the effect that the highest autobid may be accepted.

Subject to the reserve price (if any) being met, each lot shall be sold to the highest bidder. All sales are final. In the event of any dispute arising between buyers such dispute shall be dealt with in such manner as the Auctioneer may in its absolute discretion determine. The Auctioneer reserves the right to resell any lot in dispute by putting it up for auction again. The Auctioneer reserves the right to rescind any sale for

any reason in which case the buyer's sole remedy shall be the refund of the amount of the purchase price and any Buyer's Premium actually paid.

The completion of a sale shall be indicated on the website by showing the item as "SOLD" online - if an Online Auction for a lot closes without the lot being sold, it will show as "CLOSED", if a lot is withdrawn, it will show as "WITHDRAWN".

3. Regulation

Bidding shall be regulated by the Auctioneer in such manner as it may think fit and, without prejudice to the generality of the foregoing, the Auctioneer may without ascribing any reason therefore, refuse to accept any bid or may facilitate automatic bids on behalf of buyers during the Online Auction process.

4. Additional Info

The website will show a separate Additional Info for each Online Auction which will stipulate a payment date ("Payment Date") for each lot in an Online Auction and the date by which the goods will have to be removed by the successful buyer ("Clearance Date" or "Removal Date") and certain other terms and conditions which form part of these Terms and Conditions.

5. Buyer's Premium

The buyer will pay to the Auctioneer such premium ("Buyer's Premium") on the Announcement of Sale as stipulated in the Additional Info for the Online Auction in question to which will be added any applicable value added tax or the equivalent or similar sales taxes in the relevant jurisdiction at the current rate. The Buyer's Premium is not negotiable and is payable by all buyers. The Auctioneer, when acting as agent for the seller, may also receive commission from the seller.

6. Buyer's obligations

(a) Payment

Unless otherwise provided for in the Additional Info for the Online Auction in question, immediately after the Announcement of the Sale, the successful buyer shall pay a 25% deposit towards the purchase price. Where applicable, buyers expressly authorise Liquidity Services and/or the Auctioneer to charge buyers' credit cards for the amount of such deposit. If a successful buyer fails to make a timely deposit, the Auctioneer and the seller may resell the item in question without notice. In addition, unless otherwise provided for in the Additional Info, the successful buyer shall pay the full purchase price of the lot (including in addition Buyer's Premium and any value added tax or the equivalent or similar sales taxes) to the Auctioneer on behalf of the seller (in cleared funds) on or before the Payment Date. More information about the applicable taxes may be given in the Additional Info for the Online Auction in question, however, buyers should seek their own tax advice. The buyer agrees that invoices may be issued in electronic form by email.

Payment shall be made in the currency specified on the relevant Additional Info. Cash payments are not permitted. Any bank charges in respect of conversion or transfer of monies shall be met by the buyer. If goods are exported, tax refunds or zero rating may apply, tax refunds (if any) will be made by the Auctioneer, subject to receipt of (i) satisfactory proof of export by the buyer; (ii) the corresponding amount of tax refund

from the relevant tax authority or the seller and (iii) the relevant tax forms (if applicable).

The buyer is advised to seek its own tax advice. The buyer agrees that invoices may be issued in electronic form by email or otherwise.

(b) Collection/Removal

Unless otherwise provided for in the Additional Info for the Online Auction in question, the buyer will:

(a) remove lots from the seller's premises during normal business hours and not later than the Clearance Date/Removal Date for the lot in question and this condition shall be of the essence of the contract;

(b) only remove lots by previous arrangement with, and subject to the supervision of, the Auctioneer or its agent(s) or appointed representative(s);

(c) not be permitted to remove any lots it has purchased from the seller's premises until all sums due in respect thereof have been paid; [and]

(d) be responsible for the removal and insurance of the purchased lot(s) at its own expense;

(e) where so requested by the seller and/or Liquidity Services, provide method statements and/or risk assessments for the removal of the assets to the satisfaction of the seller and/or its appointed representative(s); and

(f) only remove assets in accordance with the instructions of the seller and/or Liquidity Services.

If, in the Auctioneer's opinion, removal of any lot or part thereof will be likely to cause serious damage to the seller's premises, or any other damage which the buyer is either unable or unwilling to rectify or is being undertaken without an approved "method statement" and/or "risk assessment", the Auctioneer may by notice to the buyer rescind the sale of such lot or permit the removal thereof from the premises to proceed subject to such conditions as it may think fit to impose. Liquidity Services shall have no responsibility to disconnect utilities to the sold asset, including electric, gas, waste and water lines.

The buyer shall provide, or ensure that their agent(s) performing removals on its behalf, provide on demand, evidence of insurance policies reasonably satisfactory to the Auctioneer, Liquidity Services and/or the Seller.

Should any party claim possession of or title to all or part of a lot prior to its removal from the seller's premises, the Auctioneer reserves the right to rescind the sale thereof or to remove or permit the removal thereof from the seller's premises subject to such conditions as it may think fit to impose.

Should the buyer fail to comply with any of the foregoing requirements the lot or lots which have been subject to an Announcement of Sale to him or any part thereof may, without further notice, be re-offered for sale, destroyed or otherwise disposed of by the Auctioneer in any manner as it shall in its absolute discretion deem fit, and any monies paid shall be forfeited.

Without prejudice to any claims that the Auctioneer and/or the seller may have against the buyer for breach of contract or otherwise the buyer will become liable from the Clearance Date/Removal Date for all storage, security and administration expenses and the cost of and incidental to re-selling and/or otherwise disposing of uncleared items.

The buyer acknowledges that the seller's facility is a potentially dangerous place. Flammable, noxious, corrosive and pressurized substances may be present. Heavy equipment may be operated, and electrical circuits may be live. Every person enters the site at his or her own risk with notice of the condition of the premises and the activities that will be or have been conducted on the premises. Buyers shall so advise their agents and employees. No person shall have any claim against Liquidity Services, the Auctioneer, the seller or their respective agents or employees for any injuries sustained or for damages to or loss of property that may occur at the site. Nothing in this clause shall limit or exclude liability for death or personal injury resulting from the negligence of Liquidity Services, the Auctioneer or the seller.

7. Buyer's responsibilities and conduct

By placing a bid on a lot, the buyer represents, warrants and undertakes that it has the authority and capacity to enter such bid and close the transaction and that any bid that it makes constitutes an irrevocable offer to buy the lot in question for the full amount of the bid.

8. International statutory compliance exclusion

(a) It is expressly brought to the buyer's attention that, at the time of sale, any item of plant, machinery or equipment contained in the lot(s):

may not necessarily comply with the Health and Safety at Work Etc. Act 1974, Environmental Protection Act 1990 or any other UK and/or EC Acts, Regulations, Directives or their applicable laws or equivalent or similar laws in any relevant jurisdiction or; and

could contain blue or white asbestos, hazardous substances, dangerous chemicals etc. which if not handled correctly during their removal from a site could be in breach of the Health & Safety at Work Etc. Act 1974, Control of Substances Hazardous to Health Regulations 2002 or any other current legislations covering the use of such substances in a working environment in the UK, the EC, the United States or any other relevant jurisdiction. [Liquidity Services has no duty to remove any hazardous substances that are contained in or are a part of any asset.]

(b) The buyer undertakes to:

remove, ship and use any purchased plant and equipment within the UK or EC or any other relevant jurisdiction in a way that does not contravene any relevant legislation and in full compliance with all applicable health and safety standards and regulations;

comply with all current applicable legislations in any relevant jurisdiction and reasonable instructions by the Auctioneer in relation to the removal/disposal of waste including hazardous waste.

The buyer agrees to comply with all applicable export or import control or related laws or regulations and not to violate any applicable local, state, national or international law, statute, ordinance, rule or regulation. Buyers acknowledge that the Auctioneer is not the exporter of any asset unless expressly stated. The Auctioneer gives no representation or

warranty concerning and has not conducted any investigation to ascertain which items, if any, constitute, for example, "Restricted Technology" for US law purposes or whose export is otherwise restricted under applicable law. The Auctioneer and the seller reserve the right to cancel or rescind any sale in an Online transaction at any time if either of them determines, in its absolute discretion, that the sale does or may violate applicable export or import control or related laws and regulations.

9. Transfer of risk

Upon the Announcement of Sale the buyer shall assume all risks in and relating to such lots. The buyer is advised to effect in respect of all such risks arising thereafter any insurance it may consider necessary. The duty of the Auctioneer and/or the seller to make lots available shall be deemed performed upon Announcement of Sale even if a lot is subsequently damaged and/or part thereof has been lost.

Property and title in each lot shall not pass to the buyer until:

(a) full payment therefore has been received or (where payment or part payment is made by cheque) until the cheque(s) in question have been cleared; and

(b) each such lot has been removed from the seller's premises in its entirety.

10. As Is

a) ALL ASSETS ARE SOLD AS IS, WHERE IS AND WITH ALL FAULTS. ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING THOSE AS TO THE NATURE, QUALITY, QUANTITY, VALUE OR CONDITION OF ANY ASSET, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE HEREBY EXCLUDED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

The buyer acknowledges that any software or intellectual property rights attaching to an asset or assets may not be the property of the seller or capable of transfer by the seller. Neither the seller, the Auctioneer nor Liquidity Services is in any way authorising the use by the buyer of such software or intellectual property rights and any use of such software or exploitation of such intellectual property rights shall be at the buyer's sole risk.

b). Illustrations, pictures or videos posted on Liquidity Services' website (the "Site") or otherwise provided by the seller, the Auctioneer or Liquidity Services are for the convenience of the buyers only. The Auctioneer and /or Liquidity Services has used its reasonable endeavours to ensure that the descriptions of each asset(s) appearing on the Site are accurate, but the buyer relies upon such description at its own risk. Buyers should satisfy themselves prior to the sale as to the condition of the asset and should exercise and rely on their judgment as to whether the asset accords with its description at their own risk. Subject to the obligations accepted by Liquidity Services under these Terms and Conditions, neither the seller, the Auctioneer nor Liquidity Services nor any of their respective employees or agents are responsible for errors of description or for the genuineness or authenticity of any asset.

11. Liability

Where the buyer loads any item of plant, machinery or equipment contained in a lot or lots to remove it from a site, neither the seller nor Liquidity Services nor, where applicable, the Auctioneer shall be under any liability whatsoever to the buyer or any third party for any damage however so caused by the removal and the buyer shall be

responsible for and indemnify the seller and Liquidity Services and, where applicable, the Auctioneer against any damage or loss which the seller or Liquidity Services or, where applicable, the Auctioneer may suffer or incur in respect of loss, damage or injury suffered by the buyer's employees or any third party arising from the removal of the plant, machinery or equipment.

The Auctioneer is acting as agent of the seller in an Online Auction and is not responsible for acts and omissions of the seller or any of the seller's principals, officers, directors, employees or other agents.

12. Limitation of liability

Neither seller nor Liquidity Services nor, where applicable, the Auctioneer shall be liable, in contract, tort (including negligence) or for breach of statutory duty or in any other way for:

1. any loss arising from or in connection with loss of revenue, profits, contracts or business or failure to realise anticipated savings or profits;
2. any loss of goodwill or reputation; or
3. any indirect or consequential losses suffered or incurred by buyer,

arising out of or in connection with these Terms and Conditions and any of the actions or events contemplated within them or deriving from a sale of goods pursuant to them ("Relevant Events").

The aggregate respective liability of seller or Liquidity Services in respect of any other loss or damage suffered by a buyer and arising out of or in connection with these Terms and Conditions or arising out of or in any way connected with any Relevant Events, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed (i) in the case of the seller, the amount of the purchase price paid by the buyer; and (ii) in the case of Liquidity Services the Buyer's Premium paid by the buyer, in each case in respect of the goods which are the subject of the claim.

The Buyer undertakes to defend (by counsel satisfactory to Liquidity Services) and indemnify Liquidity Services and seller and hold Liquidity Services and seller harmless from and against any claim, demand, cause of action, liability or expense (including attorneys' fees and costs) asserted against or incurred by Liquidity Services, the seller or any third party in connection with the sale, removal, shipment or use of any purchased assets or a breach by the buyer of these Terms and Conditions.

Nothing in this clause shall limit or exclude liability for death or personal injury resulting from the negligence of seller or Liquidity Services or their respective employees or agents.

Notwithstanding any contrary provision in these Terms and Conditions, neither the seller nor Liquidity Services limits or excludes its liability in respect of fraud, any breach of section 12 of the Sale of Goods Act 1979 or any other statutory or other liability which cannot be excluded under applicable law.

13. None of these Terms and Conditions shall be relied upon or be enforceable under the Contract (Rights of Third Parties) Act 1999 by any third party who is not party to these Terms and Conditions.

14. Choice of Law and Venue

ALL DISPUTES RELATING TO THESE TERMS AND CONDITIONS BETWEEN BUYERS AND LIQUIDITY SERVICES AND/OR THE AUCTIONEER SHALL BE EXCLUSIVELY GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF ENGLAND.

BUYERS AND LIQUIDITY SERVICES AND/OR THE AUCTIONEER HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS OVER ANY CLAIMS, DISPUTE OR MATTER ARISING UNDER OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THEIR ENFORCEABILITY. EACH BUYER ACKNOWLEDGES THAT LIQUIDITY SERVICES AND/OR THE AUCTIONEER WOULD NOT PERMIT THE BUYER TO REGISTER AS A BUYER IF THE TERMS OF THIS CLAUSE 14 WERE NOT VALID, BINDING AND ENFORCEABLE.

Buyers irrevocably consent to any process in any legal action or proceedings arising out of or in connection with these Terms and Conditions or its enforceability being served in accordance with the provisions of these Terms and Conditions relating to the service of notices. Nothing contained in these Terms and Conditions shall affect the right to serve process in any other manner permitted by the laws of the country in which service is to be effected.

In the event that any of the provisions of these Terms and Conditions shall prove to be invalid or null and void, the remainder of the provisions shall not be affected thereby.

These Terms and Conditions are drawn up in the English language. If these Terms and Conditions are translated into another language, the English language text prevails.

Liquidity Services
December 2016