

Terms and Conditions of Sale for Infinity Asset Solutions

By participating in the online auction, all individuals and/or companies agree to be bound by the following terms and conditions, which may be amended by the Auctioneer at any time during the auction. All bidders are required to digitally accept these terms and conditions prior to placing any bids.

1. **Lot Catalog Description(s)**

The auction catalog serves as a guide only. While the Auctioneer believes the descriptions to be accurate, no warranties are made regarding their correctness.

2. **Auctioneer's Rights**

The Auctioneer reserves the right to sell lots subject to reserve and may bid on its own behalf or on behalf of others, either verbally, electronically or through written proxy. All lots are subject to prior sale.

3. **Bidder Eligibility**

The Auctioneer may refuse any application to bid in the online auction and can revoke such privileges at any time.

4. **Bidding Process**

All items will be sold to the highest bidder through the established online bidding process. The Auctioneer reserves the right to sell items individually, in groups, or "In Bulk," at their discretion. In the event of a bidding dispute, the Auctioneer may re-offer the contested lot either during the ongoing online auction or afterward by privately soliciting offers from bidders who participated in the bidding for that lot. The Auctioneer's decisions regarding the conduct of the auction are final and binding.

5. **Finality of Sale**

Sales are concluded as indicated by the Auctioneer, and no purchaser may revoke their bid after the auction concludes. Title to purchased items will pass only upon full payment of the purchase price.

6. **"As Is" Sales**

ALL SALES ARE FINAL and are conducted on an "AS IS, WHERE IS," "IN PLACE," and "WITH ALL FAULTS" basis. There are no warranties or conditions, expressed or implied, regarding title, description, fitness for purpose, or condition. Descriptions are for guidance only; bidders should review items thoroughly before bidding. Purchasers rely solely on their own assessments.

7. **Payment Terms**

A deposit of \$2,000 is required from all Canadian and U.S. bidders prior to approval to participate in the auction. International bidders should contact the Auctioneer for prior approval and to determine any applicable deposit requirements. The Auction invoice must be paid in full within 24 hours of receiving the auction invoice. Payment is to be made in cash or via electronic funds transfer. Visa and MasterCard are accepted for purchases up to \$2,000 and are subject to a 3% administrative fee applied to the total auction invoice. If a purchaser fails to pay or arrange for shipping within the specified time, the Auctioneer may resell the items, with the original purchaser liable for any shortfall, as well as all associated costs, including interest, legal fees, and storage.

- **Credit Card Currency and Payment Processing:** All Credit Card payments to Infinity Asset Solutions Inc. are processed through the

Auctioneer's Canadian merchant banking facilities and may be settled in Canadian Dollars (CAD) regardless of the currency referenced in the auction listing, invoice, or asset location. Any currency conversion, foreign exchange charges, international transaction fees, or related costs imposed by a purchaser's bank, credit card issuer, or payment provider are the sole responsibility of the purchaser and are not refundable.

8. Removal of Purchased Items

Items cannot be removed until full payment is received in full. Purchasers are responsible for the costs and logistics of shipping or pick-up. All items must be collected or shipped within the specified timeframe, and the purchaser bears all responsibility for any damages incurred during transport. Note: Some auctions have additional terms for removal, such as exclusive riggers and/or pickup of items by appointment only.

9. Transfer Documents

Where applicable and available, the Auctioneer will provide transfer documents, such as motor vehicle ownership papers, to the purchaser electronically or as available. All costs associated with transfer will be the sole responsibility of the purchaser.

10. Assignment of Rights

Purchasers may not assign, transfer, or dispose of their rights to purchased items until the purchase price is paid in full.

11. Taxes

Purchasers are responsible for paying applicable taxes or providing exemption certificates at the time of payment.

12. Liability Disclaimer

The Auctioneer assumes no responsibility or liability once title passes to the purchaser, which occurs upon full payment. Purchasers are advised to arrange for their own insurance coverage. Title will revert to the seller if purchases are not shipped or collected by the specified deadline.

13. Inability to Deliver and Cancellation of Lots

The Auctioneer and/or the Auctioneer's client reserves the right to cancel the sale of any lot for any reason, including but not limited to inability to deliver due to fire, theft, or other unforeseen circumstances. In such cases of cancellation, the Auctioneer will refund any amounts paid for the canceled lot but shall have no further liability to the purchaser. Should the purchaser or any potential purchaser choose to legally challenge the Auctioneer's decision, the purchaser agrees to be responsible for all legal fees and expenses incurred by the Auctioneer in defending against such claims.

14. Assumption of Risk

Participants acknowledge that online auctions involve certain risks, including potential technical issues. By participating, individuals and/or companies assume all risks associated with the auction process, and neither the Auctioneer nor its agents or employees will be liable for any technical difficulties, injuries, or damages that may occur.

EQUIPMENT REMOVAL PROCEDURES TERMS & CONDITIONS

The following are the standard procedures and terms and conditions for the removal of equipment or other items purchased at an Infinity Asset Solutions Inc. ("Infinity") sale:

1. All invoices must be paid in full prior to removal of equipment/ Each invoice must be marked "Paid in Full" and initialed by an authorized Infinity representative.
2. All buyers are solely responsible for coordinating the removal of items purchased at the Auction and all associated costs.
3. Buyers are responsible for, at their expense:
 - a. Proper and safe disconnection and termination of all electrical, gas, water and/or air lines to machines conforming to all governing building codes;
 - b. Shearing flush to the floor of all anchor bolts or fasteners;
 - c. Erecting safety barriers around pits and holes in the floor created by removal of equipment until repaired;
 - d. Repair all holes in the floor, walls or roof created by the removal of items purchased conforming to all governing building codes;
 - e. Removing, off premises, machine oils and all hazardous materials (including all contaminants) contained in items purchased;
 - f. Repairing all damage caused to the premises by a buyer, its representative or any other party hired by a buyer for the removal of items purchased;
 - g. Leaving the work area in a clean, broom-swept condition conforming to all governing building codes;
 - h. Any other specific terms and conditions communicated by Infinity before, during or after the auction sale;
 - i. Removal of items purchased by the time and date set by Infinity before, during or after the auction sale; and
 - j. The safety of all of a buyer's employees, agents or representatives including all movers/riggers hired by such buyer.
4. Prior to removal, all buyers, or any movers or riggers hired by a buyer, must provide to Infinity a satisfactory certificate of insurance evidencing at least \$5,000,000 in comprehensive liability insurance coverage (including workers compensation and automobile) per person, per occurrence.
5. Prior to removal, an authorized Infinity representative must examine and approve the removal of all items purchased at the sale. Such approval shall be indicated by this representative initialing all invoices.
6. No items shall be removed until after the auction sale. Removal hours are weekdays only between 8:00 a.m. and 4:00 p.m. unless otherwise specified.
7. Buyers and their movers/riggers are jointly and severally liable for all damages, costs and expenses to the premises or any other assets which were caused by any of them, their employees, agents or representatives whether through negligence or otherwise. The Buyer indemnifies and saves Infinity harmless from any and all costs, expenses and claims suffered or incurred by Infinity as a result of any act or omission of such buyer and/or any mover or rigger retained by a buyer.

NO ITEMS SHALL LEAVE THE PREMISES UNTIL THE ABOVE HAS BEEN COMPLIED WITH TO INFINITY'S SATISFACTION.

NOTE: Buyers, please provide all movers or riggers hired by you with a copy of these procedures/terms and conditions as you will be held liable for their conduct.