By registering to bid and/or submitting a bid, you agree to the **ONLINE BIDDING TERMS** (set forth below) and the **AUCTION TERMS** which apply to this particular Auction, as follows:

AUCTION TERMS:

The "Auction Terms" are set forth in the form of Agreement to Purchase and Addendum A which are posted to the auction website for this auction.

ONLINE BIDDING TERMS:
Last updated: 9/5/2023
v. 9.3c_09.05.2023

The following terms, conditions, restrictions and limitations (collectively, this "Agreement") govern the use or attempted use of Online Bidding Services by any person or entity in connection with any Auction conducted by Schrader.

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

(a) "Auction" refers to any particular auction that is conducted by Schrader, including live auctions, virtual auctions and timed (online only) auctions.

(b) "Auction Terms" refers to the terms of bidding and terms of sale which apply to a particular Auction. For a personal property Auction, the "Auction Terms" are the terms set forth above and any other terms regarding bidding, inspections, buyer's premium, time and methods of payment, charges, pickup, loadout and/or other terms of sale set forth in the auction brochure and auction website for that particular Auction and any form of Load-Out Agreement prepared for that particular Auction, as updated by any official announcement made by the auctioneer prior to bidding and/or posted to the online bidding platform prior to bidding. For a real estate Auction, the "Auction Terms" are the terms set forth in the Agreement to Purchase and all exhibits and addendums incorporated therein, which are included in the bidder packets and/or posted to the auction website for that Auction.

(c) "Bidder Information" refers to and includes any and all information that you provide to Schrader in connection with Online Bidding Services and/or in connection with any Auction, including but not limited to information provided when you apply for access to Online Bidding Services and information provided when you register for and/or participate in an Auction.

(d) "Lot" refers to any item or items of personal property that is/are or may be the subject of a separate bid. (For a real estate auction, the online bidding platform may use the term "Lot" to refer to a Tract.)

(e) "Online Bidding Number" refers to the identification number provided to you upon acceptance of your application for access to Online Bidding Services.

(f) "Online Bidding Services" refers to any technology or means offered or authorized by Schrader for submitting online bids in connection with any Auction, including any webpage or application (and any software used in connection therewith) which permits or is designed or intended to permit the registration of prospective bidders and/or the transmission of bids via the internet.

(g) "Schrader" refers to Schrader Real Estate and Auction Company, Inc., 950 North Liberty Drive, Columbia City, IN 46725.

(h) "Seller" means, with respect to any particular Lot or Tract, the owner(s) of the property comprising such Lot or Tract.

(i) "Tract" refers to any real estate tract or combination of real estate tracts that is/are or may be the subject of a separate bid. (For a real estate auction, the online bidding platform may use the term "Lot" to refer to a Tract.)

(j) "You" and "your" refer to, collectively: (i) the individual who is using the Online Bidding Services as a registrant or bidder or prospective registrant or bidder, whether on his or her own behalf or as an agent of another person or entity; *and* (ii) the person or entity, if any, that has authorized such individual to act on their behalf.

2. Access To and Use of Online Bidding Services. Access to and use of Online Bidding Services is offered on a conditional basis, subject to the terms, conditions, restrictions and limitations of this Agreement and further subject to the right hereby reserved by Schrader to allow or deny access to the Online Bidding Services to any party in Schrader's sole discretion. Before using or attempting to use the Online Bidding Services, you must apply for access to the Online Bidding Services and accept the terms of this Agreement. By applying for access to Online Bidding Services and/or by accessing, using or attempting to use Online Bidding Services, you agree to all of the terms, conditions, restrictions and limitations set forth in this Agreement.

3. Online Bidding Number. Upon acceptance of your application for access to Online Bidding Services, you will receive an Online Bidding Number. For personal property Auctions, you will receive a permanent Online Bidding Number to be used for current and future Auctions. For real estate Auctions, you will receive a different Online Bidding Number for each Auction. You agree: (a) to use your authorized Online Bidding Number whenever you access or use the Online Bidding Services; (b) to use your best efforts to prevent the unauthorized disclosure or use of your Online Bidding Number; and (c) to assume responsibility for all activities that occur using your Online Bidding Number, including any use of the Online Bidding Services by a minor or any other party under your name or account.

4. Participating in an Auction. Once you have obtained an Online Bidding Number, you may register to participate in one or more Auctions using Online Bidding Services (subject to the terms, conditions, limitations and restrictions set forth in this Agreement). In order to participate in any particular Auction using Online Bidding Services, you must register separately for such Auction and agree to the particular Auction Terms that apply to such Auction. Successful registration for one Auction does not guarantee registration for any other Auction. Schrader reserves the right to refuse to register any person for any Auction. The Auction Terms for a particular Auction apply in addition to this Agreement. If the Auction Terms conflict with any provision of this Agreement, the Auction Terms shall prevail unless specifically provided otherwise.

5. General Terms of Bidding and Sale. With respect to any Auction for which Online Bidding Services are available, the following terms and conditions shall apply unless and except as otherwise provided in the Auction Terms for that particular Auction:

(a) By using Online Bidding Services, and as a material part of the consideration for Online Bidding Services, you agree that: (i) any bid you submit using Online Bidding Services shall constitute a firm offer to purchase and shall not be canceled or retracted for any reason; and (ii) a bid for a particular Lot or Tract that is submitted using Online Bidding Services may be reinstated, while bidding remains open for that Lot or Tract, if a problem arises with a higher bid. Upon acceptance of the winning bid for a particular Lot or Tract, the winning bidder shall have purchased that Lot or Tract at the accepted bid amount. You will be notified by email if your bid is accepted as the winning bid. Unless otherwise stated, the Seller reserves the right to reject the winning bid.

(b) Any Lot or Tract may have a reserve price unless otherwise stated. A reserve price is the lowest price at which the Lot or Tract may be sold. The reserve price is not disclosed to bidders. If a Lot or Tract has a reserve price, Schrader's agents may bid on the Seller's behalf up to the amount of the reserve price.

(c) All bids and payments must be made in U. S. currency. With respect to a real estate Auction, payment of the earnest money and purchase price shall be made in accordance with the Auction Terms.

(d) With respect to a personal property Auction, the following payment terms shall apply ***unless otherwise provided in the Auction Terms***: (i) payment of the purchase price, plus any applicable sales taxes and/or other applicable charges, must be paid by 3:00 o'clock p.m. (local time in Columbia City,

Indiana unless otherwise provided) on the second business day after the day of the Auction; (ii) payment must be delivered by wire transfer in accordance with the wire instructions provided by Schrader or by ACH / e-check, credit card (Visa or MasterCard) or by any other method of payment acceptable to Schrader; (iii) **if you pay by credit card, you agree to pay a 3.0% surcharge in addition to any other charges**.; and (iv) if you fail to pay any sum when due, you agree to pay interest accruing from the due date at the rate of 18% per annum (or at the maximum rate allowed by law, whichever is less), together with any legal and/or collection costs, including attorneys' fees, incurred as a result of your non-payment and/or in connection with the collection of any sum past due.

(e) With respect to a personal property Auction, if your bid is accepted as the winning bid for a particular Lot, that Lot shall immediately become your responsibility. Your responsibility includes: (i) the costs of insurance and the risk of loss or damage to such Lot; (ii) the payment of any applicable sales taxes and/or other applicable charges with respect to such Lot; and (iii) all transportation costs, including preparation, shipping and insurance. You are responsible for transporting each purchased Lot from the Auction site to your desired location within the removal period specified by Schrader for the Auction. However, you will not be entitled to take possession or control of any Lot until you have made payment in full for each Lot purchased by you. You agree to compensate Schrader and/or Seller for any storage, hauling charges or damages suffered by Schrader and/or Seller because of your failure to timely pay for any purchased Lot and/or your failure to remove any purchased Lot within the removal period specified by Schrader for the Auction.

(f) ALL PROPERTY IS SOLD "AS IS, WHERE IS." YOU SHOULD INSPECT ALL PROPERTY ON WHICH YOU INTEND TO BID PRIOR TO PLACING YOUR BID.

(g) SCHRADER CANNOT AND DOES NOT GUARANTEE THAT BIDS PLACED VIA ONLINE BIDDING SERVICES WILL BE TRANSMITTED TO OR RECEIVED BY THE AUCTIONEER IN A TIMELY FASHION.

(h) When Online Bidding Services are provided in connection with a timed (online only) Auction, bidding is subject to the minimum bidding increments established by the sale manager and/or auction staff through the online bidding platform. When Online Bidding Services are provided in connection with a live or virtual Auction, the conduct of the Auction and increments of bidding are at the direction and discretion of the auctioneer, whose decisions are final. The auctioneer, sale manager and/or auction staff have the right to preclude any person from bidding and/or to reject any bid if there is any question as to: (i) the credentials of the person attempting to bid; (ii) whether the bid is made in good faith; and/or (iii) whether the bid is otherwise made in accordance with all applicable laws, terms, conditions and restrictions.

6. Specific Conditions of Use. In addition to all other conditions and restrictions set forth in this Agreement, you agree that you will not use Online Bidding Services: (a) for any unlawful or unauthorized purpose; (b) in any unlawful or unauthorized manner; (c) in any manner that could impair the intended functions and operation of the Online Bidding Services; or (d) to gain unauthorized access to any computer, network or system. You agree that you will not transmit any virus, code, file, or program and/or use any technology, device or software and/or engage in any activity that will or is likely to damage, interfere with or disrupt: (i) an Auction; (ii) the intended functions and operation of the Online Bidding Services or any other party's use thereof; or (iii) any website or computer network involved in the provision of Online Bidding Services.

7. Bidder Information. You agree, represent and warrant that at the time of your application for access to Online Bidding Services and at the time of each Auction in which you bid using Online Bidding Services: (a) your Bidder Information is and shall be true, accurate and complete; (b) Schrader has and shall have the right to rely upon your Bidder Information; (c) you have full authority to use and provide such information for purposes of the Online Bidder Services and/or Auction; and (d) you will not impersonate any other person or entity or misrepresent the origin of any Bidder Information. You are

responsible for ensuring the accuracy of your Bidder Information and for updating and/or correcting any Bidder Information that is inaccurate, incomplete or misleading.

8. Disclaimers. As a material part of the consideration for your access to Online Bidding Services, you acknowledge and agree that:

(a) Schrader cannot and does not guarantee continuous, uninterrupted or secure access to Online Bidding Services or Schrader's website or that Bidder Information, auction registrations and bids will be transmitted or received in a timely fashion. You agree to hold Schrader harmless for any interruptions in Online Bidding Services or your inability to access or effectively use Online Bidding Services or Schrader's website.

(b) Online Bidding Services are provided on an "AS IS, WHERE IS, AS AVAILABLE" basis and without representation or warranty of any kind.

(c) SCHRADER OFFERS NO GUARANTY OR WARRANTY OF ANY KIND REGARDING THE ONLINE BIDDING SERVICES OR ANY PROPERTY OR LOT OFFERED AT ANY AUCTION. WITHOUTH LIMITING THE FOREGOING: (i) ANY WARRANTY OF NON-INFRINGEMENT AND/OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED; and (ii) SCHRADER MAKES NO GUARANTY OR WARRANTY WITH RESPECT TO, AND SCHRADER SHALL NOT BE LIABLE FOR, ANY STATEMENTS, INFORMATION OR MATERIALS MADE OR PROVIDED BY THE SELLER OR ANY THIRD PARTY REGARDING ANY PROPERTY OR LOT OFFERRED AT ANY AUCTION.

(d) IN NO EVENT SHALL SCHRADER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE USE OR ATTEMPTED USE OF ONLINE BIDDING SERVICES.

(e) SCHRADER RESERVES THE RIGHT TO SUSPEND, POSTPONE OR CANCEL ANY AUCTION AND/OR TO SUSPEND OR CANCEL ACCESS TO ONLINE BIDDING SERVICES WITH RESPECT TO ANY AUCTION, WITHOUT NOTICE.

9. Indemnification. You agree to indemnify, defend and hold harmless Schrader and its employees, agents, affiliates, successors, officers, directors and assigns, from and against any and all loss, liability, claim, action, cost and/or expenses (including attorney fees) resulting from, arising out of or relating to your breach of and/or failure to comply with any term, condition, restriction, representation and/or warranty set forth in this Agreement.

10. Termination. Schrader reserves the right to terminate your access to Online Bidding Services at any time without notice and for any reason. Without limiting the foregoing, Schrader may terminate your access to Online Bidding Services if you use the Online Bidding Services or Schrader's website in any manner that is unacceptable to Schrader, or if Schrader determines that you are in breach of this Agreement, or if Schrader is unable to verify or authenticate any Bidder Information.

11. Notices and Other Uses of Your Bidder Information. Any notice from Schrader to you regarding this Agreement and/or any Auction shall be sent via email to the email address provided to Schrader. If your email address changes, you are responsible for notifying Schrader of such change by updating your account profile on Schrader's website. Schrader may use your email address and other Bidder Information to communicate with you regarding your account and/or to send you any notice regarding this Agreement and/or any Auction for which you have registered. Unless you opt out, Schrader may also use your email address and Bidder Information to send you additional information about Schrader's services, including other auctions and listings. You may opt out of receiving this additional information by sending an email to auctions@schraderauction.com.

12. Governing Law. To the extent that this Agreement is construed, interpreted and/or enforced in connection with a particular Auction, it shall be construed, interpreted and/or enforced in accordance with the law of the State in which such Auction is conducted. Otherwise, this Agreement shall be

governed by and construed, interpreted and enforced in accordance with the laws of the State of Indiana.

13. Amendment. This Agreement may be amended by Schrader at any time by updating the documentation that must be accepted as a condition to the use of Online Bidding Services; provided, however, if you are already registered for an Auction, you will not be bound by any amendment that adversely affects you unless you are notified of such amendment prior to the Auction. Otherwise, this Agreement may be amended only by written agreement signed by both Schrader and the party requesting the amendment.

14. Miscellaneous Provisions. Any failure to enforce any provision of this Agreement, or the timely performance thereof, shall not constitute a waiver of the right to enforce such provision, or the timely performance thereof, in the event of a subsequent, similar breach. If any provision of this Agreement is determined to be invalid or unenforceable under applicable law, such provision shall be enforced to the maximum extent possible and the other provisions hereof shall remain in full force and effect. The use of headings is for convenient reference only and shall not affect, or be used to interpret or construe, the provisions hereof. Except as otherwise provided herein, this Agreement constitutes the entire agreement between you and Schrader with respect to Online Bidding Services and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Schrader with respect to Online Bidding Services. This Agreement shall inure to the benefit of and shall be binding upon the parties' respective successors and assigns.