

FALL AG & CONSIGNMENT AUCTION October 10, 2026
BIDDER TERMS AND CONDITIONS

These Bidder Terms and Conditions apply to the **FALL AG & CONSIGNMENT AUCTION** conducted by **FERN CREEK LLC t/d/b/a WACHTER AUCTIONS AND APPRAISALS** ("AUCTIONEER"), and constitute a legal, valid, binding, and enforceable contract between AUCTIONEER and YOU. These Bidder Terms and Conditions also form the basis for the contract of sale between YOU and the SELLER if YOU are the Winning Bidder on any Lot(s).

1. **Auction Conducted Under and In Accordance with These Bidder Terms and Conditions, Additional Terms and Conditions Posted by AUCTIONEER, and Announcements Made at the Time of the Auction, and Applicable Law; Acceptance of Bidder Terms and Conditions.** The Auction is conducted under and in accordance with these Bidder Terms and Conditions, any and all other Terms and Conditions posted by AUCTIONEER (whether at the Auction Site or online), any announcements or corrections made by AUCTIONEER at the time of the Auction, and applicable law. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE HAD A FULL AND FAIR OPPORTUNITY TO REVIEW THESE BIDDER TERMS AND CONDITIONS, THAT YOU HAVE READ THESE BIDDER TERMS AND CONDITIONS, THAT YOU UNDERSTAND THESE BIDDER TERMS AND CONDITIONS, AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE BIDDER TERMS AND CONDITIONS. YOUR participation in the Auction is further evidence of YOUR agreement to be bound by, and to abide by, all Bidder Terms and Conditions.

2. **Definitions.** The following definitions apply to these Bidder Terms and Conditions for Auctions conducted by AUCTIONEER:

"Absentee Bid" means a bid submitted to AUCTIONEER by an Absentee Bidder for the execution during the Auction under terms established by AUCTIONEER.

"Absentee Bidder" means a person or entity that submits an Absentee Bid. An absentee Bidder may or may not be physically present at the Auction Site during the Auction.

"Absolute Auction" or **"Absolute"** applies only if and when expressly indicated in writing and means that property is sold to the highest bidder regardless of the amount of the final bid, with no limiting conditions, restrictions, or reservations. This type of auction is also known as an auction Without Reserve. Provided that a bid is received within a reasonable time after bidding opens on a Lot, the Lot will be sold to the highest bidder regardless of the final bid amount. A Lot exposed for sale at Absolute Auction may be withdrawn by AUCTIONEER if a bid is not received within a reasonable time after bidding opens on the Lot. UNLESS SPECIFICALLY AND EXPRESSLY STATED BY AUCTIONEER IN WRITING, NO LOT IS BEING EXPOSED FOR SALE AT ABSOLUTE AUCTION OR WITHOUT RESERVE.

"Auction" means the Fall Ag & Consignment Auction.

"Auction Site" is 3936 Old Taneytown Rd., Taneytown, MD 21787.

"Bidder" means any person or entity (and the agents or representatives of any such person or entity) that registers, and/or bids, and/or buys, and/or otherwise participates in the Auction (including, without being limited to, inspection and/or pick-up), regardless of whether such person or entity tenders a bid.

"Bidder Account" means the online account identified to a Bidder by AUCTIONEER or by an Online Platform Provider on Bidder's Registration. (See Bidder Number).

"Bidder Number" means the number or other identifier issued by AUCTIONEER to a Bidder for the purpose of identifying bids to such Bidder. (See Bidder Account).

"Bidder Registration" means the registration of a Bidder to participate at the Auction (either online, or onsite, or both), including the information provided by a Bidder, and the Bidder's to be bound by these Bidder terms and Conditions.

"Bidder Terms and Conditions" means these Bidder Terms and Conditions.

"Buyer" means the Winning Bidder on a Lot.

"Buyer's Premium" is a non-refundable administrative fee calculated as a percentage of the Hammer Price that is payable by the Winning Bidder of each Lot to AUCTIONEER for AUCTIONEER's own account. The Buyer's Premium is earned by AUCTIONEER, and becomes AUCTIONEER's property, at the Fall of the Hammer.

"Commission" means the amount payable by or on behalf of SELLER to AUCTIONEER for AUCTIONEER's services, calculated as a percentage of the Hammer Price.

"Contract Price" means an amount equal to the Hammer Price plus the Buyer's Premium. Any sales tax, use tax, or similar such taxes or fees will be based on the Contract Price.

"Delivery" means the transfer of possession of a Lot to the Buyer. Unless otherwise stated in writing, Delivery will occur at the Auction Site. Delivery does not mean that AUCTIONEER will move or relocate any Lot from the Auction Site to any other location directed by the Buyer.

"Fall of the Hammer" means the point, after bids have been received, at which AUCTIONEER declares a Lot "sold" to the Bidder acknowledged by AUCTIONEER as having made the Winning Bid. During an online auction, the Fall of the Hammer may occur electronically at the end of timed (or extended) bidding. If a Lot is exposed for sale Subject to SELLER's Confirmation, the Fall of the Hammer will occur on SELLER's confirmation of the sale either at the High Bid Subject to Confirmation or at such other amount as may be agreed to by SELLER and the Buyer.

"Hammer Price" means the High Bid amount recognized by AUCTIONEER with the Fall of the Hammer. If a Lot is exposed for sale Subject to SELLER's Confirmation, the Hammer Price will be (i) the High Bid Subject to Confirmation if confirmed by SELLER, or (ii) such other amount as may be agreed to, in good faith, by SELLER and the Buyer, whichever is greater.

"High Bid Subject to Confirmation" means the high bid amount recognized by AUCTIONEER at the conclusion of bidding on a Lot that is Subject to SELLER's Confirmation. If (i) the High Bid Subject to Confirmation is confirmed by SELLER, or (ii) SELLER and Buyer agree, in good faith, to some other greater amount, it will be the Hammer Price.

"Lot" means each individual item or grouping of items exposed for sale at one time by AUCTIONEER.

"No Sale" occurs at a With Reserve Auction if bidding opens on a Lot, but the Lot is not sold because AUCTIONEER passes the Lot or declares a No Sale.

"Online Bidding Period" means, with respect to an Auction conducted in whole or in part online, any established period during which online bids may be tendered.

"Online Bidding Platform" means the hardware and software utilized to conduct the Auction online and to facilitate online bidding, including any associated, adjunct, and/or complementary websites, services, premiums and promotions.

"Online Platform Provider" means the provider of an Online Bidding Platform and related services.

"Private Sale" means an event in which Property is sold by SELLER, or on SELLER's behalf, other than at the Auction (including a sale at an auction conducted by a person or entity other than AUCTIONEER).

"Private Sale Price" means the fair market purchase price of the Property paid, or agreed to, at a Private Sale in an arms-length transaction, and in good faith, between SELLER and the purchaser of the Property. If the Property is sold through a Private Sale for less than its fair market value, or in a transaction that is not an arms-length transaction, or is gifted by SELLER, the Private Sale Price will be an amount equal to the fair market value of the Property in an arms-length transaction.

"Registration Deposit" means, if required by AUCTIONEER, the deposit made by a Bidder in order to register for the Auction. AUCTIONEER may require that the Registration Deposit be made in certified funds or in such other form as determined by AUCTIONEER in AUCTIONEER's discretion.

"Reserve" or "With Reserve" means that property may be withdrawn by AUCTIONEER and/or bids may be rejected by AUCTIONEER prior to the Fall of the Hammer. While Lots exposed for sale With Reserve may be subject to a Reserve Price, a Reserve Price is not necessary for a Reserve Auction. UNLESS SPECIFICALLY AND EXPRESSLY STATED OTHERWISE BY AUCTIONEER IN WRITING, ALL LOTS ARE BEING EXPOSED FOR SALE WITH RESERVE.

"Reserve Price" means the minimum price that SELLER is willing to accept for a specific Lot. If a Lot is subject to a Reserve Price, the Lot will not be sold unless the Reserve Price is met or waived. AUCTIONEER is not required to disclose the existence or amount of any Reserve Price(s).

"SELLER" means the person or entity having title to a Lot and/or having the power and authority to sell, transfer, and convey title to a Lot.

"Subject to SELLER's Confirmation" means, with respect to any Lot expressly identified as being sold Subject to SELLER's Confirmation, that after the High Bid Subject to SELLER's Confirmation has been received and acknowledged by AUCTIONEER, SELLER may determine, in SELLER's sole and absolute discretion, to (i) accept such bid, (ii) reject such bid, or (iii) negotiate a higher price.

Times the Money applies to Lots containing more than one of the same item and, in such case, the Winning Bid amount will be multiplied by the number of items in the Lot to determine the Hammer Price for the Lot.

"Winning Bid" means the highest bid received and accepted (and if Subject to SELLER's Confirmation, confirmed by SELLER).

"Winning Bidder" means the Bidder who is recognized by AUCTIONEER as having made the Winning Bid.

"Withdrawn," "Withdrawal," or "Withdraw" refers to the circumstance in which a Lot is removed or withdrawn from the Auction, or in which it is determined that such Lot will not be offered and/or sold at the Auction.

"Without Reserve" means Absolute. **UNLESS SPECIFICALLY AND EXPRESSLY STATED BY AUCTIONEER IN WRITING, NO LOT IS BEING EXPOSED FOR SALE AT ABSOLUTE AUCTION OR WITHOUT RESERVE.**

3. **Auction Conducted in the State of Maryland.** The Auction is conducted in the State of Maryland. All Lots are offered for sale in the State of Maryland, and will be sold and delivered in the State of Maryland. Notwithstanding YOUR physical location, these Bidder Terms and Conditions are entered into in the State of Maryland, all bids and payments are received in the State of Maryland, and all contracts between SELLER and Buyer are formed and entered into in the State of Maryland, and all Lots will be delivered in the State of Maryland.

4. **All Transactions in U.S. Dollars.** All transactions, and payments associated with the Auction are in U.S. Dollars.

5. **Bidder Registration; Bidder Qualification.** YOU are required to register to bid, and AUCTIONEER may require proof of YOUR identity. AUCTIONEER may establish such other Bidder Registration requirements and Bidder qualifications as AUCTIONEER determines to be reasonably necessary or appropriate, including, without being limited to driver's license or other identification, valid credit card (AUCTIONEER may make a nominal charge or place a temporary hold against YOUR credit card for verification purposes), Registration Deposit, bank letter of credit, proof of available funds, credit references, and personal references. YOU represent and warrant that any and all information YOU provide with respect to YOUR Bidder Registration will be true and accurate; and YOU acknowledge and agree that YOU may be banned from participation in the Auction, and from participation in future Auctions conducted by AUCTIONEER, if YOU provide any false information. YOU must provide such information (including identifying information and qualifications) as requested by AUCTIONEER. AUCTIONEER may refuse to accept a Bidder Registration from any potential Bidder, may refuse to grant bidding privileges to any potential Bidder, and may suspend or revoke the bidding privileges of any Bidder at any time. By registering to bid, YOU represent to AUCTIONEER that, if YOU are a natural person, YOU are at least eighteen (18) years of age and that YOU are otherwise legally able to enter into a contract. Each entity (*i.e.*, corporation, limited liability company, or other organization) registering to bid represents that it has the power and authority to register, to bid, and to complete the purchase transaction if it is the Winning Bidder. If bids are made by or on behalf of an entity, the entity and any individual making the bid will be jointly and severally liable on account of the bid. YOU are required to, and YOU agree to, keep YOUR Bidder Registration information current, and to update YOUR Bidder Account whenever any change occurs. YOU acknowledge and agree that YOU have read, understand, and agree to be bound by, these Bidder Terms and Conditions, any and all other terms and conditions posted at the Auction Site or on AUCTIONEER website(s), and the terms and conditions posted on the websites of any Online Platform Provider(s) used by AUCTIONEER. AUCTIONEER may, in AUCTIONEER's sole and absolute discretion, receive bids from a person or entity that has not registered to bid and/or has not satisfied all requirements for Bidder Registration, and, by bidding, such person or entity will be bound by all other Bidder Terms and Conditions, any and all other terms and conditions published by AUCTIONEER (including those posted at the Auction Site or on AUCTIONEER's website(s), or otherwise), and the terms and conditions posted on the websites of any Online Platform Provider(s) used by AUCTIONEER. **BIDDER QUALIFICATION PROVISIONS ARE INTENDED FOR THE BENEFIT OF AUCTIONEER AND SELLER(S). YOU ARE NOT A BENEFICIARY OF ANY BIDDER QUALIFICATION PROVISIONS WITH RESPECT TO ANY OTHER BIDDER(S) OR POTENTIAL BIDDER(S), AND YOU HAVE NO RIGHTS TO ENFORCE OR TO DEMAND STRICT COMPLIANCE WITH ANY BIDDER QUALIFICATION PROVISIONS BY ANY OTHER BIDDER(S) OR POTENTIAL BIDDER(S). AUCTIONEER AND/OR ANY SELLER MAY (BUT WILL NOT BE REQUIRED TO) WAIVE ANY BIDDER QUALIFICATION REQUIREMENTS, EITHER GLOBALLY OR WITH RESPECT TO A SPECIFIC BIDDER, OR SPECIFIC BIDDERS, ON A CASE-BY-CASE BASIS.**

6. **Nature of the Auction. UNLESS OTHERWISE STATED IN WRITING, THE AUCTION WILL BE WITH RESERVE.** AUCTIONEER may Withdraw any Lot prior to the Fall of the Hammer on such Lot, even if bids have been tendered and/or recognized against such Lot. In addition to being With Reserve, certain specific Lots identified by AUCTIONEER may be sold Subject to SELLER's Confirmation, which means that after the High Bid Subject to Confirmation has been received and acknowledged by AUCTIONEER, SELLER may, in SELLER's sole and absolute discretion, accept or reject the final bid on such Lot(s)

7. **Bidding by or on Behalf of SELLER.** SELLER reserves the right to bid at the Auction, and AUCTIONEER may execute bids on SELLER's behalf. There is no requirement that any bid executed on SELLER's behalf be identified as such or that such bids will be tendered under any single Bidder Number or Bidder Account.

8. **Absentee Bids; Remote Bidding.** In AUCTIONEER'S discretion, AUCTIONEER may receive Absentee Bids and/or bids tendered by remote Bidders (whether telephonically or otherwise). Absentee Bids may be initiated and advanced in accordance with AUCTIONEER's policies and procedures. AUCTIONEER will make reasonable efforts to execute Absentee Bids, but AUCTIONEER will have no liability to any Absentee Bidder for the failure to execute any Absentee Bids for any reason whatsoever. Each Absentee Bidder acknowledges and agrees that a Lot may be sold to another Bidder for the maximum amount of the Absentee Bid based on a bidding sequence that causes another Bidder to reach such amount first. If the execution of an Absentee Bid at its maximum amount would require AUCTIONEER to accept a bid that is less than a full bidding increment, AUCTIONEER has the sole and absolute discretion to acknowledge or reject such bid. An Absentee Bidder may request AUCTIONEER to advance the bid by one or more bidding increments after the maximum amount of the Absentee Bid is, or would be, reached. AUCTIONEER acts as the agent of the SELLER only, and the receipt and/or execution of Absentee Bids will not create an agency relationship between AUCTIONEER and any Absentee Bidder.

9. **Access to Auction Site and/or Online Bidding Platform; Assumption of Risk; Limitation of Liability.** YOU assume all risks in connection with YOUR participation, or attempted participation, in the Auction, including, without being limited to, risks arising from or associated with: (i) YOUR presence at the Auction Site; (ii) YOUR use of any Online Bidding Platform utilized by AUCTIONEER; (iii) removal, transport, or use of any Lot(s); and/or (iv) any harm, injury, or damage to YOU or YOUR property resulting from acts other than those caused exclusively by AUCTIONEER's gross negligence or intentional misconduct. YOU further agree that neither YOU nor any person accompanying YOU to, or otherwise visiting, the Auction Site will attempt to operate or activate any machinery or equipment at the Auction Site without AUCTIONEER's express consent; and, that, YOU will assume all liability for property damage and/or personal injury caused by YOU or YOUR representatives, employees, independent contractors, or agents. YOU acknowledge and agree that the Auction Site may be a potentially dangerous place that requires YOU to be vigilant, alert, and aware at all times. Flammable, noxious, corrosive, pressurized and otherwise hazardous substances may be present at the Auction Site. Machinery, equipment, and vehicles may be operated at the Auction Site, and electrical circuits may be live at the Auction Site. YOU enter the Auction Site at YOUR own risk with notice of the condition and activities that will be, or have been, conducted at the Auction Site; and YOU assume such risks with respect to YOURSELF and anyone, including any minor children, accompanying YOU or visiting the Auction Site on YOUR behalf. YOUR representatives, employees, independent contractors, or agents also assume such risks. No person will have any claim against AUCTIONEER and/or SELLER, or their respective agents or employees, for any injuries sustained or for damages to or loss of property that may occur at the Auction Site. Neither AUCTIONEER nor SELLER will be liable for any damages of any type or nature sustained or claimed by YOU or by any other person or entity in connection with, or in any way related to, the Auction. YOU waive any and all claims and/or causes of against AUCTIONEER arising in connection with, or in any way related to (i) YOUR presence at the Auction Site; (ii) YOUR use of any Online Bidding Platform utilized by AUCTIONEER; (iii) removal, transport, or use of any Lot(s); and/or (iv) any harm, injury, or damage to YOU or YOUR property resulting from acts other than those caused exclusively by AUCTIONEER's gross negligence or intentional misconduct.

10. **Bid Increments.** Bid increments are established and controlled by AUCTIONEER, and may be adjusted or modified by AUCTIONEER at any time and from time to time in AUCTIONEER'S sole and absolute discretion (including during bidding on any particular Lot(s)). Unless adjusted or modified by AUCTIONEER, the following bid increments apply:

Bid Amount Bid Increment

0.00 - 4.75 0.25

4.76 - 22.50 2.50

22.51 - 105.00 5.00

105.01 - 190.00 10.00

190.01 - 575.00 25.00

575.01 - 2,450.00 50.00

2,450.01 - 7,400.00 100.00
7,400.01 - 29,750.00 250.00
29,750.01 - 59,500.00 500.00
59,500.01 - 97,500.00 1,000.00
97,500.01 - 9,999,999.99 10,000.00

11. **Buyer's Premium.** Each Lot is subject to a Buyer's Premium that will be calculated as a percentage of the Hammer Price and paid by the Winning Bidder to AUCTIONEER for AUCTIONEER'S own account. The amount of the Buyer's Premium will be (i) ten percent (10%) of the Hammer Price for Lots paid for in cash or by money order, certified funds, or wire transfer, and (ii) fifteen percent (15%) of the Hammer Price for Lots paid for by credit card, debit card, or electronic transfer. The Buyer's Premium applies to all purchases. In AUCTIONEER's discretion, the Buyer's Premium may be adjusted either globally or on a case-by-case basis, at AUCTIONEER's discretion. The Buyer's Premium is earned at the Fall of the Hammer and will not be refunded by AUCTIONEER. The Buyer's Premium will be added to the Hammer Price to determine the final Contract Price for tax purposes. If YOU are the Winning Bidder on any Lot(s) and YOU default on YOUR obligations as set forth in these Bidder Terms and Conditions, or otherwise, there will be no set-off or reduction in the Buyer's Premium even if a Lot is subsequently sold in a public or private sale. Because the Buyer's Premium is earned with the Fall of the Hammer, AUCTIONEER has no obligation to mitigate damages with respect to the Buyer's Premium, and YOU acknowledge and agree that mitigation of damages is not possible.

12. **Times.** All times are based on the time zone where the Auction Site is located. Posted closing times and time displays are approximate, and bidding on all or any Lots may open earlier or later than scheduled and may close earlier or later than scheduled. AUCTIONEER reserves the right to pause or suspend (i) the Auction in its entirety or (ii) bidding on any Lot(s). AUCTIONEER may also close early or extend (i) the Auction in its entirety or (ii) bidding on any Lot(s).

13. **Online Provisions.** The following terms and conditions apply if the Auction is conducted in whole or in part online:

13.1. **Online Bidding; Maximum Bids.** Online bids may be submitted as a single advancing bid on a Lot, or as a maximum bid on a Lot, and bidding will advance competitively to the next available increment. Just like an Absentee Bid, AUCTIONEER may view YOUR bids as they are entered and advanced, including YOUR maximum bid. If YOU submit a single advancing bid on a Lot and YOUR bid is equal to or less than the maximum bid previously submitted by another Bidder on the same Lot, YOU will be outbid. If YOU submit a maximum bid on a Lot and a maximum bid has previously been submitted by another Bidder on the same Lot, bidding will advance to the next highest bid increment after which either YOUR maximum bid or the previously submitted maximum bid has been exhausted, whichever occurs first, and the then-current bid will be shown at that amount. If YOUR bid is shown as the current high bid on a Lot and another Bidder submits a bid (either as a single bid or as a maximum bid), bidding will advance to the next highest bid increment after which either YOUR maximum bid or the maximum bid of the competing Bidder has been exhausted, whichever occurs first, and the then-current bid will be shown at that amount. It is YOUR responsibility to refresh YOUR browser to keep current with the bidding. Limitations in technology, connectivity issues, and refresh rates may cause delays that result in an attempted bid on a Lot not being posted before the Lot closes.

13.2. **Technology Disruptions.** YOU acknowledge and agree that the Auction is conducted electronically and relies on hardware and software that may malfunction without warning. AUCTIONEER will not be responsible for, and will suffer no liability for, technology disruptions, errors, or failures (including disruptions to bidding or the failure to execute, recognize, or record online bids), whether caused by (i) loss of connectivity, breakdown, disruption, or failure of the Online Bidding Platform(s), (ii) breakdown, disruption, or failure of a Bidder's internet connection, computer, or system, or (iii) otherwise. AUCTIONEER may, but will not be required to, continue, suspend, delay, extend, reschedule, reset, or close the Auction because of disruptions caused by technology failures, even after bidding has commenced. If the Auction is reset, bidding on all Lots, including closed Lot(s), may be reset.

13.3. **Failures by Online Platform Provider and Its Affiliates or Contractors.** Under no circumstances will AUCTIONEER be liable for any failure of the Online Platform Provider(s) to perform, or for the failure of any affiliates, employees, agents, representatives, or contractors of the Online Platform Provider(s) to perform regardless of whether such obligations are owing, directly or indirectly, to AUCTIONEER, to YOU, to SELLER, or otherwise.

13.5. **Staggered Closing; Auto-Extend Feature.** AUCTIONEER's online Auctions are designed to mimic traditional "live" actions. For this reason, the online portion of the Auction will have a staggered, dynamic closing.

YOU must continuously refresh YOUR browser during the closing process to see the most current bidding activity. The Auction will typically begin to close at a rate of two Lots per minute. The estimated closing time on a Lot will be displayed on the Online Bidding Platform, but may be extended past their scheduled closing time as a result of AUCTIONEER's dynamic closing (automatic extension) feature. The closing time of a Lot is typically extended an additional three minutes if a bid is placed within the last three minutes leading up to the Lot's estimated closing time, and such extensions will continue until there is a set period of time that lapses during which no advancing online bid is received, after which bidding on the Lot will close. AUCTIONEER may adjust the automatic extension period at any time. The auto-extend feature may not apply if the Auction is simulcast with both online and onsite bidding, in which case Auctioneer will not be required to keep bidding on any Lot(s) open for the auto-extend period after receiving an advancing onsite bid.

13.6. **Disclaimer. THE ONLINE BIDDING PLATFORM(S) AND AUCTIONEER'S WEBSITE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AUCTIONEER MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES, (i) THAT THE ONLINE BIDDING PLATFORM(S) OR ANY RELATED WEBSITE OR TECHNOLOGY WILL BE UNINTERRUPTED, ERROR FREE OR VIRUS FREE, (ii) AS TO THE RESULTS THAT MAY BE OBTAINED BY USING THE ONLINE BIDDING PLATFORM OR ANY RELATED WEBSITE OR TECHNOLOGY, OR (iii) AS TO THE ACCURACY, COMPLETENESS, RELIABILITY, SECURITY, OR CURRENT NATURE OF THE ONLINE BIDDING PLATFORM OR ANY RELATED WEBSITE TECHNOLOGY. IF YOU ARE DISSATISFIED WITH THE AUCTION, OR THE NATURE, CHARACTER, OR FUNCTIONALITY OF TECHNOLOGY ASSOCIATED WITH THE AUCTION, YOUR SOLE AND EXCLUSIVE RECOURSE IS TO IMMEDIATELY DISCONTINUE YOUR PARTICIPATION IN THE AUCTION. AUCTIONEER RESERVES THE RIGHT TO TERMINATE YOUR BIDDER REGISTRATION, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE AUCTION, TO IMPOSE LIMITS ON CERTAIN FEATURES OF THE ONLINE BIDDING PLATFORM, AND/OR LIMIT, RESTRICT, OR TERMINATE YOUR ACCESS TO AUCTIONEER'S WEBSITE OR TO THE AUCTION WITHOUT NOTICE.**

13.7. **Restrictions on Use.** YOU agree not to take any action or use any hardware, software, program, or system that would interfere with the orderly conduct of the Auction. YOU agree not to copy, reproduce, or publicly display any content from AUCTIONEER's website without first obtaining written permission from AUCTIONEER. YOU agree that YOU will not use any robot, spider, other automatic device, or manual process to monitor or copy the Online Bidding Platform(s), AUCTIONEER's website, any technology associated with the Auction, and/or any content associated with the Auction. YOU agree that YOU will not use any device, software or routine to interfere with, or to attempt to interfere with, the proper functioning of the Online Bidding Platform(s), AUCTIONEER's website, any technology associated with the Auction, or any activity being conducted in connection with the Auction. YOU agree that YOU will not take any action that imposes an unreasonable or disproportionately large load on the Online Bidding Platform(s) and/or AUCTIONEER's website and/or online infrastructure. YOU agree that YOU will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from the Online Bidding Platform(s) and/or AUCTIONEER's website. Access and use of any Online Bidding Platform is subject to any and all terms and conditions of the Online Platform Provider(s).

13.8. **Reporting Bidding Errors.** YOU should refresh YOUR browser often to view the most up-to-date bid information, and should carefully review every bid YOU choose to make before submitting that bid. AUCTIONEER will not assume that any bid, even a bid that increases YOUR own lower bid, was made in error. Bidders may strategically increase their own bids. YOU understand and agree that YOU will be held responsible for having made all bids that are made using YOUR account information, even if YOU claim the bid was made in error.

13.9. **Security of Bidder Account.** YOU are responsible for monitoring and maintaining the security of YOUR Bidder Account information. If, at any time, YOU know or suspect that YOUR Bidder Account has been hacked, cloned, compromised, or improperly accessed, YOU must immediately notify AUCTIONEER, and YOU must also report the incident to the appropriate law enforcement authorities (with a copy of the police report sent to AUCTIONEER).

14. **No Bid Retraction; Irrevocable Offer.** Without AUCTIONEER's consent (which consent may be granted or withheld in AUCTIONEER's sole and absolute discretion), YOU may not retract or revoke a bid that has been recognized by AUCTIONEER onsite or posted online. YOU acknowledge and agree that AUCTIONEER is acting in reliance on tendered bids in the conduct of the Auction, and that bid retraction: (i) is disruptive and interferes with the Auction; (ii) may

cause other Bidders to question the integrity of the Auction (among other things, affecting AUCTIONEER's reputation); (iii) may reduce Bidder confidence in the Auction process; and (iv) may have a negative effect on the Hammer Price, thereby harming the SELLER. As an inducement for AUCTIONEER to accept YOUR Bidder Registration and to grant YOU the privilege of bidding at the Auction, and in consideration of the ability to bid at the Auction, YOU acknowledge and agree that, without AUCTIONEER's prior consent, YOU will not withdraw or to attempt to withdraw any bid tendered by YOU or on YOUR behalf. YOU, further, acknowledge and agree that YOUR bid constitutes an irrevocable offer that will not be terminated by AUCTIONEER's solicitation and/or acknowledgment of advancing bids, neither of which constitutes a rejection of YOUR bid.

15. **Responsibility for Bids.** YOU are responsible for all bids made using YOUR Bidder Number or YOUR Bidder Account, and if YOU tender a bid that is determined by AUCTIONEER to be the Winning Bid, or if a Winning Bid is submitted from YOUR computer, or YOUR device, or from YOUR Bidder Account, YOU will be the Buyer. YOUR failure to inspect or otherwise become fully informed about a Lot will not be grounds for a refusal to pay, and will not support a claim against AUCTIONEER or the SELLER. If YOUR Bidder Number is lost, stolen, or misappropriated, or if YOUR Bidder Account has been hacked or compromised YOU should notify AUCTIONEER immediately. YOU will be liable for all bids tendered using YOUR Bidder Number or Bidder Account prior to giving AUCTIONEER notice that YOUR Bidder Number was lost, stolen, or misappropriated or that YOUR Bidder Account was hacked or compromised.

16. **Conduct of the Auction.** AUCTIONEER will regulate all matters relating to the conduct of the Auction and AUCTIONEER's decisions will be final and binding. AUCTIONEER will have control over bidding, and AUCTIONEER will resolve any and all disputes. If (i) after the Fall of the Hammer or other termination of the bidding AUCTIONEER is made aware of a bid that was tendered but not recognized prior to the Fall of the Hammer or other termination of the bidding, or (ii) some other bid dispute arises, AUCTIONEER may, in AUCTIONEER's sole and absolute discretion, reopen the bidding (but will not be required to). Any contract formed with the Fall of the Hammer will be subject to the conditions set forth in this Section. If bidding is reopened pursuant to this Section, the last bid recognized by AUCTIONEER prior to the reopening of the bidding will be held, and may not be retracted, and, if no further bids are received, such bid will be the Winning Bid. AUCTIONEER will suffer no liability on account of AUCTIONEER's determination to reopen the bidding or not. AUCTIONEER reserves the right, for any reason, in AUCTIONEER's sole discretion, to terminate, change or suspend the sale of any Lot or any aspect of any Auction. AUCTIONEER reserves the right, in AUCTIONEER's sole and absolute discretion, to (i) add or remove Lots from the Auction, (ii) split or combine Lots, (iii) add minimum bids or Reserve Prices, (iv) cancel, suspend, extend, or reschedule the sale of any Lot or of the Auction in whole or in part, (v) make changes to the Auction's closing, inspection, or removal times, and/or (vi) take any other action AUCTIONEER deems necessary or appropriate. Advertised times for bidding on particular Lots are estimates provided for convenience only, and AUCTIONEER will have no liability with respect to any Lots sold before or after an advertised time.

17. **Withdrawal of Lot(s) by AUCTIONEER.** AUCTIONEER may withdraw any Lot(s) from the Auction at any time prior to the Fall of the Hammer.

18. **All Property Sold "AS IS," "WHERE IS," and "WITH ALL FAULTS." EACH LOT IS BEING EXPOSED FOR SALE, AND WILL BE SOLD, IN ITS "AS IS/WHERE IS" CONDITION AT THE TIME OF THE AUCTION, WITH ALL FAULTS, INCLUDING ANY HIDDEN DEFECTS OF ANY NATURE. UNLESS EXPRESSLY STATED OTHERWISE, NO LOT THAT IS EXPOSED FOR SALE IN ITS "AS IS" CONDITION HAS BEEN MODIFIED, ALTERED, INSPECTED, OR TESTED BY AUCTIONEER. NEITHER AUCTIONEER NOR SELLER MAKES ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE NATURE, VALUE, SOURCE, AUTHENTICITY, FITNESS, MERCHANTABILITY, AND/OR ANY OTHER ASPECT OR CHARACTERISTICS OF SUCH LOT, INCLUDING, WITHOUT BEING LIMITED TO, BRANDING, LABELING, MAKER'S MARKS, MILEAGE, HOURS, MAINTENANCE, AND MANUFACTURER'S WARRANTIES. NO STATEMENT ANYWHERE, WHETHER EXPRESS OR IMPLIED, INCLUDING VERBAL STATEMENTS MADE BY AUCTIONEER, WILL BE DEEMED A WARRANTY OR REPRESENTATION BY AUCTIONEER OR SELLER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE ARE NO WARRANTIES OF TITLE, NON-INFRINGEMENT, AUTHENTICITY, ORIGIN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY COMMON LAW WARRANTY, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. AUCTIONEER DISCLAIMS ANY RESPONSIBILITY FOR LIENS OR ENCUMBRANCES THAT MAY ATTACH TO OR BE ASSOCIATED WITH ANY LOTS; AND YOU ARE SOLELY**

RESPONSIBLE FOR SEARCHING OR INVESTIGATING LIENS AND ENCUMBRANCES. IT IS BELIEVED THAT DESCRIPTIONS ARE ACCURATE, BUT THEY ARE NOT GUARANTEED. AUCTIONEER DISCLAIMS LIABILITY FOR ANY TECHNOLOGY-RELATED LOCK, IMPEDIMENT, OR ENCUMBRANCE ASSOCIATED WITH ANY LOT; AND AUCTIONEER HAS NO OBLIGATION TO PROVIDE ANY PASSWORD, LICENSE, TECHNICAL SUPPORT, OR OTHER TECHNOLOGY-RELATED SERVICE, PRODUCT, OR THING ASSOCIATED WITH ANY LOT. AUCTIONEER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING EMBEDDED SOFTWARE LICENSES, OR WHETHER ANY ACTS OR OMISSIONS BY OR ON BEHALF OF SELLER HAVE VOIDED ANY MANUFACTURER WARRANTIES. YOU ACKNOWLEDGE AND AGREE THAT YOU CANNOT RELY ON, AND HAVE NOT RELIED ON, ANY REPRESENTATION, WARRANTY, OR GUARANTEE MADE BY AUCTIONEER, OR SELLER, OR ANYONE ACTING AS AGENT OF SELLER, ORALLY OR IN WRITING, ABOUT ANY LOT. AUCTIONEER DOES NOT INSPECT BOXES TO VERIFY CONTENTS, AND IT IS YOUR RESPONSIBILITY TO VERIFY CONTENTS OF ANY BOX INCLUDED IN ANY LOT(S) BEFORE BIDDING. AUCTIONEER DOES NOT WARRANT OR GUARANTEE LABOR OR CRAFTSMANSHIP ON JEWELRY AND WATCHES. BY BIDDING, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE HAD A FULL AND FAIR OPPORTUNITY TO INSPECT ALL LOTS, AND THAT YOU ARE RELYING SOLELY ON, OR THAT YOU HAVE WAIVED, SUCH INSPECTION AND INVESTIGATION (i) IN DETERMINING WHETHER TO BID, (ii) IN DETERMINING THE AMOUNT OF A BID, AND (iii) IN BIDDING. IF A PRE-AUCTION INSPECTION IS NOT AVAILABLE, YOU ACKNOWLEDGE AND AGREE THAT (i) YOU ARE KNOWINGLY AND WILLING BIDDING WITHOUT A PRE-AUCTION INSPECTION, (ii) YOU ARE NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES BY AUCTIONEER OR SELLER, AND (iii) YOU ARE ASSUMING ANY AND ALL RISKS ASSOCIATED WITH YOUR PURCHASE OF THE LOT(S) WITHOUT A PRE-AUCTION INSPECTION. THIS "AS IS" DISCLAIMER APPLIES PRE-AUCTION, POST-AUCTION, AND DURING THE AUCTION. UNLESS OTHERWISE STATED, NO ITEMS HAVE BEEN AUTHENTICATED BY BRAND OR MAKER. YOU ARE RESPONSIBLE FOR AUTHENTICATING ALL LOT(S) THAT YOU BID ON OR PURCHASE.

19. **Inspection; Photographs and Images; Due Diligence.** Pre-Auction inspections may be conducted Oct 5-9, 2026 between the hours of 10:00 a.m. and 5:00 p.m. YOU may also inspect Lots before bidding on the day of the Auction. The Auction Site is a working farm and may not be accessed by YOU outside the stated preview times and dates without express authorization. AUCTIONEER's staff must be present during any inspection. By bidding, YOU acknowledge and agree that YOU have had a full and fair opportunity to inspect the Lot(s), and that YOU are relying solely on YOUR inspection and investigation, or that YOU have waived inspection and investigation, and that YOU have not relied on any statement, representation, warranty, or guarantee made by AUCTIONEER, or by SELLER, or by anyone acting as agent or representative of SELLER; provided, however, that if a pre-Auction inspection is not available, YOU acknowledge and agree that (i) YOU are knowingly and willing bidding without a pre-Auction inspection, (ii) YOU are not relying on any representations or warranties by AUCTIONEER or SELLER, and (iii) YOU are assuming any and all risks associated with YOUR purchase of the Lot(s) without a pre-Auction inspection. YOU, further, acknowledge and agree that any photographs or other images of Lot(s) are adequate for YOUR purposes. YOU, further, acknowledge and agree that YOU have had a full and fair opportunity to ask questions and to conduct any and all due diligence that YOU deem to be necessary or appropriate, and that the responses YOU have received, if any, are adequate for YOUR purposes.

20. **Reliance on Photographs; Disputes.** AUCTIONEER typically posts item descriptions and photographs. Multiple Lots, or items from multiple Lots, may appear in a single photograph. Do not assume that a Lot consists of more than one item merely because various items appear connected or are featured in the same photograph. On occasion, the wrong photograph may be displayed for a particular Lot; however, at all times, YOU are bidding on Lots as they are described. YOU are only entitled to the items described within the Lot Description. YOU are not entitled to any item or items located on, under, in, or about any Lot unless specifically included in the Lot description. If YOU come into possession of any personal property not identified in the description for a Lot purchased by YOU, YOU must promptly notify AUCTIONEER and return the item(s) that were not described. Any non-included items that come into YOUR possession are to be considered lost or mislaid property, and not abandoned property. If YOU fail to return any item or items not included in the Lot description, AUCTIONEER may take immediate action to recover such items (including, without being limited to, commencing an action in conversion and for replevin), and may immediately notify law enforcement, and file a police report. In any disputes, AUCTIONEER's records will be conclusive.

21. **Description of Lots.** **UNLESS EXPRESSLY STATED OTHERWISE IN WRITING, ANY DESCRIPTION OF A LOT IS BASED SOLELY ON VISUAL IMPRESSION, AND IS GIVEN SOLELY FOR IDENTIFICATION PURPOSES, AND DOES NOT CREATE ANY WARRANTY, EXPRESSED OR IMPLIED, OR REPRESENTATION BY AUCTIONEER OR SELLER.**
22. **Lotting; Multiples Times the Money.** AUCTIONEER may include multiple items in a single Lot. Lots containing more than one item of the of the same character or description are sold Times the Money and the Winning Bid amount will be multiplied by the number of items in the Lot to determine the Hammer Price for the Lot.
23. **Announcements.** Subject to the limitation set forth in these Bidder Terms and Conditions, all terms and conditions and other announcements made by AUCTIONEER on the day of the Auction are binding and take precedence over any advertisements or listings.
24. **Contract of Sale for Personal Property.** Regardless of the Contract Price, no additional or further writing will be required to evidence the existence of a contract of sale for any Lot, and these Bidder Terms and Conditions, together with AUCTIONEER's clerking sheets or other physical or digital notation identifying the Lot, the Hammer Price, the Contract Price, and the Buyer, will be conclusive evidence as to the terms of the sale. These Bidder Terms and Conditions will be incorporated into and made a part of the contract between each Buyer and SELLER. Notwithstanding the foregoing, YOU agree that, if requested by AUCTIONEER, YOU will sign a memorandum of sale or similar such document.
25. **Winning Bid; Certification by AUCTIONEER.** If it appears that YOU have tendered the Winning Bid on one or more Lots, any notice or declaration that the Lot has been "sold" to YOU and any email or invoice that YOU receive will be subject to final certification by AUCTIONEER. Any dispute regarding the identity of the Winning Bidder on a Lot will be resolved by AUCTIONEER, and AUCTIONEER may reopen the Bidding if deemed necessary or appropriate. AUCTIONEER's final determination of the Winning Bidder on any Lot will be conclusive.
26. **All Sales Final.** ALL SALES ARE FINAL. NO REFUNDS OR RETURNS.
27. **Limitation of Liability.** AUCTIONEER is not responsible for any actions of SELLER or others, including Bidders or Buyers, taken before, during, and after the Auction. AUCTIONEER will not be held liable for typographical errors, misprints, loss of merchandise/money, damage or failure of equipment, at the Auction Site, or otherwise related to the Auction.
28. **AUCTIONEER's Records Conclusive.** Absent clerical errors, AUCTIONEER's records will be final and conclusive.
29. **Title.** If YOU are certified as the Winning Bidder on a Lot, YOU will be contractually obligated to pay the Contract Price; however, title and ownership of the Lot will not pass from the SELLER to YOU until payment is made and clears. After payment is received, and clears, title will pass form the SELLER to YOU at the Auction Site.
30. **Certificates of Title.** Certificates of Title for vehicles or any other Lot(s) requiring a Certificate of Title will not be provided until payment for the vehicle(s) or other Lot(s) clears (typically seven (7) to ten (10) days). If a Certificate of Title for any Lot is unavailable, or cannot be obtained by AUCTIONEER or SELLER through reasonable efforts, at AUCTIONEER's discretion: (i) the affected Lot will be sold pursuant to a bill of sale only, or under bonded title, or (ii) AUCTIONEER may void the sale of the affected Lot(s) and, on return of any monies paid by YOU, AUCTIONEER and SELLER will have no further obligations or liabilities to YOU and YOU will have no further interest in, or rights with respect to, the Lot(s) (including claims for damages).
31. **Possession, and Risk of Loss.** Possession and risk of loss will pass to YOU at the Auction Site. If YOU are physically present at the Auction Site during the Auction, possession and risk of loss with respect to each Lot on which YOU are the Winning Bidder will pass to YOU with the Fall of the Hammer, even if YOU have not yet paid for the Lot, and YOU will be solely responsible for safeguarding and protecting each such Lot.

32. **Payment.** Unless other written arrangements are made with AUCTIONEER: (i) if YOU are physically present at the Auction Site, all Lots must be paid for at the Auction Site at or before the close of the Auction, and (ii) if YOU are a remote or online Bidder, not physically present at the Auction Site, all Lots must be paid for in-full within twenty-four (24) hours after the close of the Auction. Payments may be made in cash or by certified funds, credit card, wire transfer, and, in AUCTIONEER's discretion, approved personal or business check (for onsite payment only); provided, however, that, unless otherwise agreed, purchases of Two Thousand Five Hundred Dollars (\$2,500) or more must be paid by wire transfer, certified funds, or money order. AUCTIONEER may charge YOUR credit card for YOUR purchases without further notice. **IF YOU HAVE NOT BID AND PURCHASED LOTS AT A PREVIOUS AUCTION CONDUCTED BY AUCTIONEER, ANY PURCHASE OF FIVE HUNDRED DOLLARS (\$500) OR MORE MUST BE PAID NEED TO PAY BY WIRE TRANSFER, CERTIFIED FUNDS, OR MONEY ORDER.**

33. **Sales, Use, and Other Applicable Tax.** Unless an exemption applies, all purchases are subject to 6% Maryland State sales tax, calculated on the Contract Price (*i.e.*, the Hammer Price plus the Buyer's Premium). If the taxing authority from any jurisdiction other the State of Maryland requires the collection and/or remittance of sales tax, use tax, or other applicable tax, YOU will be responsible for payment of an amount equal to such tax, and YOU agree to indemnify AUCTIONEER and SELLER and to hold AUCTIONEER and SELLER harmless with respect to the same. If it is determined that sales, use, or other applicable tax in is collected and paid to a taxing authority other than the appropriate taxing authority, YOU and AUCTIONEER will cooperate in efforts to obtain a refund of such tax and its remittance to the proper taxing authority.

34. **Sales Tax Exemptions.**

34.1. **Farm Equipment Exemption.** Farm equipment that is used for traditional agricultural purposes is exempt from sales and use tax.

34.1. **Sales Tax Exemption Number.** If YOU are exempt from payment of sales tax, or other taxes applicable to YOUR purchases at the Auction, YOU must submit proof of tax-exempt status at the time YOU register for the Auction. Only Maryland tax exemption numbers will be accepted – no Out of State tax exemptions numbers can be accepted. AUCTIONEER will only accept Maryland tax exemption numbers for purchases of more than Two Hundred Dollars (\$200). If YOU have not submitted proof of tax-exempt status at the time YOU Registered for the Auction, AUCTIONEER will be unable to consider identifying YOU as exempt from taxation and YOUR only recourse will be to apply directly to the applicable taxing authority for a refund. Notwithstanding YOUR submission of proof of tax-exempt status to AUCTIONEER, tax exempt determinations are made by the applicable taxing authorities. YOU agree that if an applicable taxing authority denies or rejects YOUR tax-exempt status after the Auction, YOU will be responsible for payment of the required taxes, and YOU agree to indemnify AUCTIONEER and SELLER, and to hold AUCTIONEER and SELLER harmless, from and against any claims by an applicable taxing authority. It is YOUR responsibility to confirm YOUR tax-exempt status with the applicable taxing authorities.

35. **Failure to Pay.** If YOU fail to pay for YOUR purchase(s) within the time provided under these Bidder Terms and Conditions (or as otherwise posted on AUCTIONEER's website), YOU will be deemed to have abandoned any interest in the Lot(s), but YOU will remain liable for payment of (i) the Hammer Price (subject to any mitigation of damages if the Lot(s) are subsequently sold, and (ii) one hundred percent (100%) of the Buyer's Premium (even if the Lot(s) are subsequently sold). Unpaid Lot(s) may be retained by SELLER, resold at a subsequent auction, or otherwise disposed of. If unpaid Lot(s) are sold in a subsequent transaction, YOU will be liable for (i) any shortfall or deficiency on the resale of the Lot(s), (ii) one hundred percent (100%) of the Buyer's Premium, and (iii) all costs and expenses incurred in connection with the subsequent sale of the Lot(s). Under no circumstances will YOU be entitled to any surplus from the subsequent sale of any unpaid Lot(s). AUCTIONEER and/or SELLER may, at any time, commence a lawsuit against YOU because of non-payment.

36. **Delivery; Removal.** Transfer of possession constitutes delivery of Lots(s) purchased by YOU. Delivery will occur at the Auction Site. AUCTIONEER has no obligation to move or relocate any Lot(s) to YOUR location or to any location designated by YOU. YOU may designate, appoint, and empower an agent to accept delivery of YOUR purchases at the

Auction Site. YOU are responsible for pick-up and removal of Lot(s) purchased by YOU and YOU are responsible for arranging any shipment, transportation, or hauling of YOUR purchases. Disassembly and removal must be done in a workmanlike manner, and YOU will indemnify and hold harmless both AUCTIONEER and SELLER(s) against any and all damage caused by YOU or YOUR employees, agents, representatives, or independent contractors in connection with the disassembly or removal of any Lot(s). Any and all damage, including, without being limited to damage to land or buildings, caused by YOU or by YOUR employees, agents, representatives, or independent contractors, will be repaired by YOU, or at YOUR expense, to the satisfaction of AUCTIONEER and SELLER(s). YOU are responsible for insuring all Lots purchased by YOU. All Lot(s) purchased by YOU must be removed from the Auction Site within five (5) days after the Auction. AUCTIONEER will be at the Auction Site Oct. 11, 2026 between the hours of 10:00 a.m. and 3:00 p.m. and Oct. 12-15 between the hours of 10:00 a.m. - 5:00pm. (any removal outside this period requires AUCTIONEER's approval and AUCTIONEER's presence at the Auction Site at the time of removal). YOU are solely responsible for complying with any and all applicable federal, state, county and local laws, regulations, and ordinances when removing and transporting any Lot(s) from the Auction Site.

37. **Transportation of Machinery, Equipment, and Vehicles; and Indemnification.** YOU are solely responsible for the transportation of machinery, equipment, and vehicles purchased by YOU. YOU must inspect any and all machinery, equipment, and vehicles purchased by YOU to determine the road worthiness and operating capability of such equipment and vehicles, as applicable. YOU are responsible for any damages or injuries resulting from YOUR operation of machinery, equipment, or vehicles, whether at the Auction Site or after being removed from the Auction Site. YOU are responsible for ensuring that all warning signs and lights, and all other safety features are in place and functioning. YOU agree to indemnify AUCTIONEER and SELLER, and to hold AUCTIONEER and SELLER harmless from and against any and all claims, demands, suits, actions, causes of action, damages, costs or charges whatsoever by any person or entity whatsoever arising from, or in any way related to, the movement, operation, transportation, repair, or condition of any machinery, equipment, vehicles, or other Lot(s) purchased by YOU. As an inducement to AUCTIONEER and SELLER, and in consideration for the privilege of bidding on machinery, equipment, and vehicles, YOU acknowledge and agree that, prior to loading, removing, and/or transporting any machinery, equipment, or vehicles purchased by YOU, YOU or your authorized agent will execute a Removal, Transportation, and Indemnification Acknowledgment and Agreement in the form provided by AUCTIONEER.

38. **AUCTIONEER and/or SELLER Assistance.** If AUCTIONEER and/or SELLER (or employees, agents, or representatives of AUCTIONEER and/or SELLER) assist YOU (or YOUR employees, agents, or representatives) in any way with the rigging, loading, securing, or movement of any Lot(s) at the Auction Site or otherwise, all such assistance will be under YOUR direction and supervision, YOU will be solely responsible for the same, and YOU will indemnify and hold harmless both AUCTIONEER and SELLER (and employees, agents, or representatives of AUCTIONEER and SELLER) against any and all damage, loss, or injury.

39. **Failure to Pick-up or Remove; Abandonment.** If YOU are the Winning Bidder on any Lot(s), and, after paying the Contract Price for such Lot(s), YOU fail to pick-up or remove such Lot(s) by 5:00 p.m. on Oct 15, 2026 (unless other arrangements are made), YOU will be deemed to have abandoned such Lot(s), and any interest therein, to AUCTIONEER, and YOU will give up any and all rights with respect to such Lot(s). Any Lot(s) that have been abandoned to AUCTIONEER may be retained by AUCTIONEER, sold at a subsequent auction, or otherwise disposed of. YOU will not be entitled to any proceeds from the subsequent sale of any abandoned Lot(s).

40. **Storage; Storage Charges.** AUCTIONEER AND SELLER have no obligation to store any Lot(s) purchased by YOU. Notwithstanding the foregoing, if AUCTIONEER and/or SELLER agree to store any Lot(s) purchased by YOU, the storage period will not exceed five (5) days, and any Lot(s) not retrieved by YOU within that period will be deemed to have abandoned to AUCTIONEER, and YOU will give up any and all rights with respect to such Lot(s). Any Lot(s) that have been abandoned to AUCTIONEER may be retained by AUCTIONEER, sold at a subsequent auction, or otherwise disposed of. YOU will not be entitled to any proceeds from the subsequent sale of any abandoned Lot(s). AUCTIONEER and/or SELLER will charge a storage fee in the amount of Twenty Dollars (\$20.00) per Lot/per day.

41. **Possessory Lien.** At any time during which AUCTIONEER is in possession of any Lot(s) with respect to which YOU are the purchaser, or with respect to which YOU may have (or claim) an interest, AUCTIONEER will have a

possessory lien against such Lot(s) to secure payment of any and all amounts owing from YOU to AUCTIONEER and/or any SELLER, and such Lot(s) may be sold in order to recover monies owing from YOU to AUCTIONEER and/or any SELLER.

42. **Set-Off.** Any monies in AUCTIONEER's possession that are payable to YOU may be applied against any amounts due and owing from YOU to AUCTIONEER or to any SELLER.

43. **Returned Checks.** Any checks that are returned unpaid will be subject to a returned check fee in the amount of Thirty Five Dollars (\$35.00). In addition to the foregoing, AUCTIONEER will be entitled to recover, from the issuer of a returned check, all costs and expenses, including attorneys' fees, for the collection of payment made in the form of a check that has been returned unpaid.

44. **No Stop Payment Orders or Credit Card Chargebacks.** YOU agree that YOU will not, under any circumstances, (i) issue a stop payment order with respect to any checks issued at or in connection with the Auction, or (ii) initiate a credit card chargeback with respect to any purchases at the Auction. YOU further agree that if, in violation of these Terms and Conditions, a stop payment order is issued or a credit card chargeback is initiated, these Bidder Terms and Conditions will be conclusive evidence of YOUR (i) waiver of any rights to issue a stop payment order or to initiate a credit card chargeback, and (ii) agreement not to issue a stop payment order or to initiate a credit card chargeback; and YOU acknowledge and agree that on AUCTIONEER's presentation of these Bidder Terms and Conditions to the bank, credit card company, or other financial institution against which a check was drawn or that issued the credit card on which charges were made, such bank, credit card company, or other financial institution will reverse any stop-payment order and/or reverse or deny any credit card chargeback, and will re-credit all amounts to or for the account of AUCTIONEER. If, in violation of these Bidder Terms and Conditions, YOU issue a stop payment order or initiate a credit card chargeback, YOU will remain liable for all purchases made at the Auction, and YOU will be responsible for all costs and expenses, including attorneys' fees, incurred by or on behalf of AUCTIONEER and/or SELLER in challenging the stop payment order or credit card chargeback and/or in collecting payment. YOU acknowledge and agree that the covenant not to issue a stop payment order or to initiate a credit card chargeback is a condition to the issuance of a Bidder Number or Bidder Account to YOU, and is being made as an inducement for AUCTIONEER to accept YOUR Bidder Registration, to issue a Bidder Number or Bidder Account to YOU, and to permit YOU to bid at the Auction. YOU acknowledge and agree that AUCTIONEER is relying on the covenant not to issue a stop payment order or to initiate a credit card chargeback in accepting YOUR Bidder Registration and in permitting YOU to bid at the Auction.

45. **Claims.** After a Lot has been removed from the Auction Site by YOU, or on YOUR behalf, no claims or returns will be allowed and no claim will be allowed for adjustments or rescission of any sales based on the failure of a Lot to correspond with any standard and/or expectation.

46. **Remedies.**

46.1. **YOUR Remedies; No Incidental or Consequential Damages.** To the extent that YOU may be entitled to any remedies or recourse, the sole and exclusive remedy available to YOU is a return of the monies actually paid by YOU. Under no circumstances will AUCTIONEER or any SELLER be liable for incidental or consequential damages, including, without being limited to, lost profits or reduced productivity. YOU acknowledge and agree that YOU are not entitled to specific performance or other equitable relief. If, for any reason, AUCTIONEER or SELLER are unable to deliver all or any Lots with respect to which YOU were the Winning Bidder, AUCTIONEER, may cancel the sales transaction and refund any monies paid by YOU for such Lots; and, thereafter, neither AUCTIONEER nor SELLER will have any further obligations to YOU, and YOU will have no further rights or remedies against AUCTIONEER or SELLER.

46.2. **AUCTIONEER and SELLER Remedies.** If YOU breach YOUR obligations under these Terms and Conditions or under a sale contract with the SELLER of any Lot(s), the Lot(s) may be resold and YOU will be responsible for any and all damages, including any deficiency or reduction in the Contract Price, along with incidental damages. YOU acknowledge and Agree that YOU will be liable for the full amount of the Buyer's Premium even if a Lot is sold at a subsequent sale, and that AUCTIONEER has no obligation to mitigate damages regarding the Buyer's Premium. YOU agree, further, that AUCTIONEER and/or SELLER may seek equitable relief (including injunctive relief or specific performance) without the necessity of any bond or similar deposit in a court having jurisdiction.

47. **Other Consequences of Breach.** In addition to remedies provided to AUCTIONEER under these Bidder Terms and Conditions and applicable law, if YOU (i) retract or attempt to retract any bid(s) without AUCTIONEER'S consent, (ii) fail to pay for any Lot(s) with respect to which YOU have been declared the Winning Bidder, or (iii) otherwise breach YOUR obligations under these Bidder Terms and Conditions, YOU may be banned from all our future auctions conducted by AUCTIONEER and AUCTIONEER may report a poor or unfavorable bidder rating to any Online Platform Provider(s) (including HiBid), which could affect YOUR ability to register and/or bid with other auctioneers or auction companies; and Auctioneer may also post truthful statements and reviews on social media accessible to other auctioneers and auction companies.

48. **Indemnification.** YOU agree to indemnify and hold AUCTIONEER and SELLER harmless from any current or future claim regarding the Auction or the Property, including, without being limited to, fitness, use, damage, safety, or injuries to persons or property. Without limiting the generality of the foregoing sentence, YOU accept responsibility for, and agree to indemnify, defend and hold harmless SELLER and AUCTIONEER, and each of them, and their respective employees, governing body, officers, owners, affiliates, subsidiaries, directors, agents, attorneys, and representatives, from and against any and all claims, losses, damages, liabilities, judgments, fees, costs and expenses (including reasonable attorneys' fees and expenses) related to, arising from or associated with YOUR participation in the Auction, including, without being limited to, personal injuries, property damage, or financial loss, incurred by YOU or any other person or entity at the including, without being limited to, access to or use of any Online Bidding Platform, access to or presence at the Auction Site, and/or removal, transport, use, or subsequent sale of any Lot(s).

49. **Private Sale.** YOU agree not to enter into, or to agree to enter into, a Private Sale for the purchase of any Property included, or scheduled to be included in, the Auction, prior to or during the Auction. If YOU purchase any Property included in, or scheduled to be included in, the Auction in a Private Sale prior to, or during, or within ten (10) days after the Auction, AUCTIONEER will be entitled to receive an amount equal to AUCTIONEER's full Commission and Buyer's Premium, and YOU and SELLER will be jointly and severally responsible for the payment of such amount.

50. **YOUR Relationship With AUCTIONEER.** AUCTIONEER is not YOUR agent, and does not represent YOU.

51. **Holding of Funds.** Any monies held by AUCTIONEER (including, without being limited to, Payments by Buyers) may be held in an account that is interest-bearing or non-interest-bearing; and, if held in an interest-bearing account, any and all accrued interest on such monies will be retained by AUCTIONEER. YOU acknowledge and agree that no part of any interest accrued on funds held by AUCTIONEER will be due or payable to YOU or to any person or entity other than AUCTIONEER.

52. **Third-Parties and Subsequent Purchasers.** AUCTIONEER has no relationship with any third-parties or subsequent purchasers of Lot(s), and no third-party or subsequent purchaser may rely on any statements or descriptions made by AUCTIONEER, nor will AUCTIONEER have any liability to such persons or entities. YOU are not authorized to attribute any statements or descriptions to AUCTIONEER in connection with any subsequent sale or transfer of Lot(s) purchased by YOU, and YOU agree not to make any such attribution. YOU agree to indemnify AUCTIONEER and to hold AUCTIONEER harmless from and against any and all claims made by third-parties or subsequent purchasers of any Lot(s) purchased by YOU.

53. **Mailing List.** AUCTIONEER may use Bidder Registration information to notify previously registered Bidders (by email or otherwise) about future Auctions and events. YOU may opt out of receiving such notifications by providing written notice to AUCTIONEER.

54. **Audio and Video Recording; Photographs.** The Auction Site may be subject to security surveillance, including video, audio, and photographic recording. Video, audio, and photographic recording may also be taken by AUCTIONEER and used on AUCTIONEER's website, or, otherwise, in advertising and/or for other commercial purposes. As a condition to, and in consideration of, YOUR presence at the Auction Site, YOU acknowledge and agree that such video, audio, and photographic recordings may be made, and that YOU may be included on such video, audio, and photographic recordings, and YOU consent to the same. YOU further agree that AUCTIONEER may use any such images or

recordings in advertising and/or for other commercial purposes on a royalty-free basis with no further consideration or remuneration to YOU.

55. **Governing Law; Uniform Commercial Code; Jurisdiction; Venue; Waiver of Jury Trial.** These Bidder Terms and Conditions will be governed by and construed in accordance with the laws of the State of Maryland without regard to rules governing conflict of laws. All claims, disputes, and other matters between the parties will be brought in the state or federal courts sitting in and for Carroll County, Maryland, which courts will have exclusive jurisdiction, and will be the exclusive venue, for any and all such claims, disputes, and other matters. YOU irrevocably and unconditionally (i) agree that any claim, suit or cause of action relating to the Auction, these Bidder Terms and Conditions, or the transactions contemplated hereby, will be brought in the state or federal courts sitting in and for Carroll County, Maryland; (ii) consent to the jurisdiction of such courts for any such claim, suit or cause of action; (iii) waive any objection that such party may have to the laying of venue of any such claim, suit or cause of action in such courts; and (iv) waive any objection to the bringing of such claim, suit, or cause of action in such courts on the grounds inconvenience. **YOU WAIVE THE RIGHT TO A JURY TRIAL.**

56. **Uniform Commercial Code.** Without limiting the generality of the Governing Law provision of these Bidder Terms and Conditions, the sale of personal property will be governed by Article 2 of the Uniform Commercial Code as adopted in the State of Maryland (Md. Code Ann., Com. Law § 2-101 et seq.), subject to the specific provisions of these Bidder Terms and Conditions which will control. The United Nations Convention on Contracts for the International Sale of Goods ("CISG") will not apply to, or in any way govern, these Bidder Terms and Conditions or the sale of any Lots, and YOU expressly waive application of the CISG.

57. **Limitation of Actions.** To the fullest extent permitted by law, any litigation commenced by YOU arising from, or otherwise with respect to, the Auction or YOUR purchases at the Auction must be commenced within one (1) year after the close of the Auction, or be forever barred.

58. **Attorneys' Fees.** YOU breach YOUR obligations under these Bidder Terms and Conditions, AUCTIONEER and/or SELLER will be entitled to recover all costs and expenses, including attorneys' fees incurred in enforcing their respective rights hereunder.

59. **Waiver. CERTAIN PROVISIONS OF THESE BIDDER TERMS AND CONDITIONS ARE FOR THE EXCLUSIVE BENEFIT OF AUCTIONEER AND/OR SELLER(S). SUCH PROVISIONS, INCLUDING, WITHOUT BEING LIMITED TO, BIDDER REGISTRATION AND QUALIFICATION REQUIREMENTS, PAYMENT TERMS, REMOVAL AND DELIVERY TERMS, AND INSPECTION TERMS, DO NOT CREATE, AND WILL NOT BE DEEMED TO CREATE, ANY BENEFITS OR RIGHTS IN FAVOR OF ANY OTHER PERSONS, INCLUDING COMPETING BIDDERS, AND MAY NOT BE ENFORCED BY ANY OTHER PERSONS. EITHER GLOBALLY OR ON A CASE-BY-CASE BASIS AUCTIONEER AND/OR SELLER MAY (BUT WILL NOT BE REQUIRED TO) WAIVE ANY PROVISIONS OF THESE BIDDER TERMS AND CONDITIONS THAT ARE INTENDED FOR THE BENEFIT OF AUCTIONEER AND/OR SELLER.**

60. **Public Health.** YOU understand that there may be public health risks associated with being in the proximity of others (including, without being limited to, possible exposure to COVID-19). YOU voluntarily agree to release, indemnify, defend, and hold harmless, AUCTIONEER and AUCTIONEER's agents, representatives, and employees, from any and all liabilities, claims, losses, causes of action or expense of any kind related, in any way, to bodily injury or infection associated as a result of YOUR presence at the Auction Site. YOU, further, acknowledge and agree that YOU are accepting such risks for YOURSELF and for anyone who may accompany YOU to the Auction Site, or who may handle Property from the Auction Site. YOU further acknowledge and agree that YOU are familiar applicable public health guidelines for social distancing, and that YOU enter the Auction Site of YOUR own free will and at YOUR own risk.

61. **Invoice and Communications from AUCTIONEER.** YOU will be invoiced for YOUR purchases at the conclusion of the Auction. If YOU are present at the Auction Site at the conclusion of the Auction, an invoice will be delivered to YOU at that time, and may also be sent to YOU by email. If YOU are a remote Bidder, an invoice will be sent to YOU by email after the conclusion of the Auction. **YOU ACKNOWLEDGE AND AGREE THAT EMAIL COMMUNICATIONS, INCLUDING, WITHOUT BEING LIMITED TO, INVOICES, PAYMENT INSTRUCTIONS, AND PAYMENT REMINDERS,**

MAY BE SENT OR TRANSMITTED TO YOU BY AUCTIONEER, OR THOSE ACTING ON AUCTIONEER'S BEHALF, AT ANY TIME DURING THE DAY OR NIGHT, AND YOU EXPRESSLY CONSENT TO THE TRANSMISSION, AND YOUR RECEIPT, OF COMMUNICATIONS FROM OR ON BEHALF OF AUCTIONEER BY EMAIL OR OTHERWISE (INCLUDING, WITHOUT BEING LIMITED TO, INVOICES, PAYMENT INSTRUCTIONS, AND PAYMENT REMINDERS) AT ANY TIME DURING THE DAY OR NIGHT WITHOUT LIMITATION AS TO THE DAY OF THE WEEK OR THE TIME OF DAY THAT SUCH EMAIL IS TRANSMITTED OR RECEIVED, AND WITHOUT REGARD TO WHETHER SUCH TRANSMISSION OCCURS ON A LEGAL HOLIDAY.

To View a copy of these Bidder Terms & Conditions on your phone in PDF format:



WachterAuctions.com/fallterms