

**TERMS OF SALE – Secured Party Sale by Timed Online Auction of Asset of C9 Corp.
Timed Online Auction Bidding Terms Of Sale**

NOTICE: By bidding on any lot you are creating a contract to buy. Failure to pay for any lot won will be a breach of your contract. Salvadore Auctions & Appraisals, Inc. and the Seller reserve all rights to remedy any breach of contract by any bidder. All persons, bidders, interested parties, registered bidders or persons intending to register, view, inspect, bid or purchase any personal property, inventory, equipment, lot or item (collectively the “Equipment”) at this auction sale agree that they have read and have full knowledge and understanding of these terms and agree to be bound by these terms. All persons attend this sale at their own risk. Within these Terms of Sale, “Auctioneer” means “Salvadore Auctions & Appraisals, Inc.” including its officers, directors, employees, agents and assigns. “the Seller” means *Bank of America* including its, affiliates, agents, contractors, officers, directors, attorneys, employees, and assigns. Equipment means any “Lot”, “Merchandise”, “Product” or any item, machine, lot, part, group of parts, or products offered for bid or for sale. “Purchaser” means Bidder, registered person, registered company or registered business.

- 1) **IDENTIFICATION OF BIDDER:** All Purchasers are required to give full name and address and shall electronically sign the within terms of sale. By registering to bid you acknowledge and agree to be bound by the terms of sale.
- 2) **DEPOSIT:** To qualify to bid, each purchaser shall be qualified by the auctioneer.
- 3) **TIME OF PAYMENT AND SETTLEMENT, BUYERS PREMIUM:** All bills and/or invoices due must be paid and received in full in US Dollars to Auctioneer by within 48 hours (May 11, 2017) of end of auction sale. Title shall pass after full payment has been received by the Auctioneer or its agent via the usual and customary form of bill of sale, invoice or prebill. **METHOD OF PAYMENT:** Cash, Wire Transfer or Cashier’s Check only. **ALL SALES FINAL REGARDLESS OF MANNER OR METHOD OF PAYMENT.** **BUYERS PREMIUM:** An Eighteen percent (18%) Buyers Premium will be charged and shall apply to all lots sold. **SALES TAX:** All items are subject to New York Sales Tax unless a copy of your resale certificate or a blanket exemption is received at time of invoicing. Auctioneer has not taken possession of Equipment being offered at auction and is acting as an agent of the Seller. **Failure to complete your transaction will result in penalties for collection.**
- 4) **METHOD OF PAYMENT:** All checks, deposits, balances due shall be made payable to the order of Salvadore Auctions & Appraisals, Inc. All bills and invoices must be paid to an authorized representative of the Auctioneer. The full purchase price, including Buyer’s Premium, appropriate Sales and/or Use Taxes on all lots sold must be paid at the conclusion of the auction and no later than May 11, 2017. All payments must be made via cash, bank check, certified check and/or wire transfer. Conclusion of the auction is defined as the closing of the last lot of the auction. **Failure to complete your transaction will result in penalties for collection.**
- 5) **NO CREATION OF BAILMENT:** The relationship between the Auctioneer, Salvadore Auctions & Appraisals, Inc and the Purchaser is not bailment.

6) **CONDITION/REPRESENTATION OF EQUIPMENT SOLD:** The Auctioneer and *the Seller* shall not be responsible for the accuracy or correctness of the description of the Equipment. The Auctioneer and *the Seller* shall not be responsible for the authenticity of, nor any defect in any Equipment and make no warranty or representation of any kind whatsoever either expressed or implied in connection with any Equipment being sold or presented for sale. *Auctioneer and the Seller make no representations as to the completeness of the equipment presented, or to the functionality of the equipment to perform any particular function, job, task or procedure.* No deductions, allowances, returns, credits, or reimbursements will be allowed for any equipment damaged. No Equipment sold or presented for sale is warranted as merchantable or fit for any specific or particular purpose or use. *Equipment sold is not warranted or guaranteed to be free of any contaminants of any kind, Auctioneer and The Seller make no representations with respect to the ability of the equipment to be exported, and further, this sale is not contingent on any provision for obtaining any export licenses or authorization(s) of any kind whatsoever from any governmental or regulatory agency.* All Equipment is sold strictly “AS IS”, “WHERE IS”, “WITH ALL FAULTS” and without recourse. No claims may be made by any purchaser that relate to the fitness, use or condition of any Equipment purchased, or for any damages whether consequential or otherwise which arise therefrom. No Equipment is presented or sold as being calibrated in any form whatsoever. *No Equipment is presented or sold as being free of any solvent, contaminant, gas, substance or any other known or unknown material that may or may not reside in, be impregnated in, attached to or in any other way be associated with the equipment sold.* No Equipment, Lot or Merchandise is sold, represented or warranted as being free of any other metal, alloy or substance that may or may not be present a hindrance, restriction, or in any way cause to use of the equipment sold to be impaired. Preparation for shipping or removal is the sole and absolute responsibility of the Purchaser. Purchaser assumes all liability and responsibility for removal of any fluids, hazardous substances within or attached to the equipment purchased.

7) **REMOVAL & SECURITY OF LOTS PURCHASED: THE SECURITY OF ANY LOT WON LIES WITH THE PURCHASER AND BEGINS AT THE CONCLUSION OF THE AUCTION.** Auctioneer nor the Seller shall be responsible for export licenses (if needed) or any other permit to export or import the equipment sold. All purchases must be removed by **My 19, 2017** unless alternative time frame has been agreed to in writing by *the Seller*. Removal shall be at the sole expense, risk, liability and responsibility of the purchaser. Auctioneer shall not be responsible under any circumstances for any Equipment not removed within the time allowed. Auctioneer shall not be responsible for loss resulting from storage on or at auction site after conclusion of sale. *Failure to remove any Equipment purchased by May 19, 2017 shall be deemed to be abandonment of such Equipment.* The Seller or Auctioneer shall be entitled to dispose of such Equipment for its own account and in any manner it chooses, unless otherwise agreed to in a writing signed by *the Seller* and the Purchaser. All Equipment left on the premises after the close of the auction are left at the sole risk of loss by the purchaser. Auctioneer or its agent will have supervision of the Equipment during removal only.. ***Risk of loss to the Bidder begins at the conclusion of the auction.*** **APPOINTMENT FOR REMOVAL IS REQUIRED. NO PURCHASER SHALL REMOVE ANY LOT WITHOUT A PAID INVOICE AND ESCORT BY AUCTION PERSONELL.**

7) **INDEMNIFICATION:** The Bidder agrees to hold the Auctioneer, Salvadore Auctions & Appraisals, Inc., and the *Seller* along with their respective agents, officers, directors, shareholders, partners, members or affiliates harmless, now and forever, from and against all liabilities, claims, damages, or actions relating to or arising from the condition or use of the Equipment purchased, or from the failure of the purchaser or user to conform to or follow instructions, warnings, operating or other recommendations of the manufacturer, or failure to comply with state, federal or local law(s) applicable to such articles, lots or items, or from any damages whether consequential or otherwise, and any and all costs or legal expenses arising from any liability, claim or action. Auctioneer nor the Seller shall be responsible for export licenses or any other permit to export or import the equipment sold.

8) **SALE BY ESTIMATED WEIGHT, COUNT OR MEASURE:** Quantities presented in the auction catalog are estimations only and not warranted as fact. No deductions or allowances will be made by the Auctioneer or the *Seller* in regard to the inventory count of any item.

9) **RESPONSIBILITY OF NON- DELIVERY:** Auctioneer shall not be responsible to any party for non-delivery.

10) **RISK ASSUMED BY PERSONS, BIDDERS AND PURCHASERS:** All persons whether purchasers, attendees, or interested parties attending the inspection or removal of the lots assume all risks of damage or loss to person and property and release the Auctioneer, Salvadore Auctions & Appraisals, Inc. from any and all liability. The Auctioneer shall not be liable for any defect in or condition of the premises upon which the auction, inspection or move out is held. All persons attending this sale do so at their own risk and hereby release the Auctioneer from any and all claims arising from attendance at this auction and hereby hold harmless the Auctioneer Salvadore Auctions & Appraisals, Inc. from all damages, costs, expenses and claims arising from any action or cause of action arising from this sale.

11) **ADDITION TO/WITHDRAWAL FROM SALE, METHOD OF SALE:** Auctioneer reserves the right to add or withdraw items, articles or lots from the sale whether listed or not, and reserves the right to group, split, combine or divide lots in to larger or smaller lots wherever the best interest the Seller is served. The Auctioneer reserves the right to accept or reject, for any reason, any and all bids.

12) **DISPUTE BETWEEN BIDDERS:** Auctioneer reserves the right to put up for resale or decide winner should a dispute among bidders arise. The Auctioneer's decision shall be deemed absolute and final.

13) **RECORDS/AGENCY:** The record kept by the Auctioneer or clerk shall be final in the event of dispute.

14) **DEFAULT OF PAYMENT:** Should purchaser default on payment for any reason or fail to pay bills in full by May 11, 2017 and/or by failure to remove the Equipment by May 19, 2017 Auctioneer and *the Seller* shall be entitled to, and in addition to any and all other remedies under applicable law, retain all monies received as deposit, partial payment or otherwise as liquidated damages. Any Equipment not removed within the fixed time above may be resold at a future sale whether public or private sale without further notice. All expenses, balances due, charges of resale, including reasonable attorneys' fees and expenses incurred by the Auctioneer will be charges to and be the responsibility of the Bidder. **Failure to complete your transaction will result in penalties and charges.**

I HAVE READ THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.