**TERMS OF SALE** – Jayco Medical a.k.a. New England Surgical Center, Inc.
***YOUR BID IS A CONTRACT TO BUY***

**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 and may result in court charges. Salvadore Auctions & Appraisals, Inc. reserves 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 **The Receiver of Jayco Medical in Receivership,** The Receiver's respective officers, directors, attorneys, employees, agents and assigns. Equipment means any item(s), lot(s) or goods offered for bid. "Purchaser" means bidder, registered person, whether company or business or individually. "Attendee" means any person observing, inspecting, bidding, onlookers or person present at the auction site. "Equipment" means any lot offered for auction regardless of the nature of the lot.

1) **IDENTIFICATION OF BIDDER**: All bidders are required to give their full name and address, telephone number, and email address to register to bid and to fully comply with all registration requirements of the online bidding platform.

2) **ONLINE BIDDER DEPOSITS AND CREDIT CARD PAYMENTS: Each online bidder must provide a valid credit card (VISA/MASTERCARD, DISCOVER OR AMERICAN EXPRESS) to qualify to bid. ALL SALES FINAL REGARDLESS OF MANNER OF PAYMENT.**

3) **TIME OF PAYMENT, BUYERS PREMIUM, SALES TAX: <u>All bills and/or invoices due must be paid and received in full in US Dollars to the Auctioneer no later than close of business November 4, 2026.</u>** 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. METHOD OF PAYMENT: cash, known business check with proper ID, authorized Credit Card up to $2,000 limit (Visa/Mastercard only) or Cashier's Check. **NO PERSONAL CHECKS SHALL BE ACCEPTED.** ***ALL SALES ARE FINAL REGARDLESS OF MANNER OR METHOD OF PAYMENT***. BUYERS PREMIUM: An Eighteen percent (18%) Buyer's Premium will be charged and shall apply to all lots sold. Credit Card Payments are subject to a 5% administrative fee. **SALES TAX:** All items picked up are subject to RHODE ISLAND Sales Tax of 7% **unless a copy of your resale certificate or a blanket exemption is received at time of invoicing**. BUYERS PREMIUM IS SUBJECT TO SALES TAX. Auctioneer has not taken possession of equipment being offered at auction and is acting as an agent of the Seller only.

4) **TITLES TO VEHICLES:** Titles to vehicles sold at auction will be delivered by the Receiver of Jayco Medical and not the auctioneer.

5) **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 in regard to the inventory count of any item.

6) **ADDITION TO/WITHDRAWAL FROM SALE, METHOD OF SALE**: The 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 of the Seller is served. The Auctioneer reserves the right to accept or reject, for any reason, any and all bids. The Auctioneer, in his sole discretion, shall increase or decrease closing times of any auction lot.

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

8) **NOMINAL BIDS-BID INCREMENTS:** Bid increments are controlled by the online software. The Auctioneer may, at his sole and absolute discretion, increase or decrease the bid increment or increase or decrease the opening bid.

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

10) **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**.**

11) **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. and the Seller from any and all liability. The Auctioneer and Seller 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. and the Seller from all damages, costs, expenses and claims arising from any action or cause of action arising from this sale. **By attending this auction, you acknowledge that you are attending at your own risk, and you agree to not hold the venue, the Auctioneer, Salvadore Auctions & Appraisals, Inc., or any attendees responsible should you contract any communicable disease around the time of the auction.**

12) **NO RELIANCE ON THIRD PARTY PROVIDERS:** All bidders hereby release and hold harmless, now and forever, Salvadore Auctions & Appraisals, Inc., its respective officers, directors, and employees from any and all damages, whether real or intangible, from use of third-party bidding platforms. Salvadore Auctions & Appraisals shall not be held liable or responsible for any damages, liability or performance for outages, technical interruptions, software glitches or faults, loss of connectivity, or for the non-performance or non-delivery of bids transmitted by any device.

13) **CONDITION AND REPRESENTATION OF EQUIPMENT SOLD**: **All Equipment is sold strictly "AS IS" "WHERE IS" "WITH ALL FAULTS" AND WITHOUT RECOURSE.** Auctioneer makes no representation or warranty concerning the truth or completeness of the information and/or the accuracy or correctness of the description of the Equipment provided to Purchaser regarding the Equipment subject to Auction***. Photographs are provided solely for the Purchaser's convenience and shall not be construed to create representation or warranties of any kind pertaining to the Equipment. Purchaser waives any and all claims against Auctioneer relating to photographs or descriptions of such Equipment whether the Purchaser has inspected the equipment or has not inspected the equipment.*** Purchaser acknowledges that it has been provided the full opportunity to physically inspect all Equipment prior to tendering its bid and agrees that, to the extent that Purchaser elects not to physically inspect the Equipment, that Purchaser hereby expressively waives any right it may have to seek any recourse for any claim that such inspection would have revealed. Descriptions are believed to be correct, however there are no guarantees and neither Auctioneer, nor its representatives will be held responsible for advertising discrepancies, inaccuracies or failure of the Equipment to correspond with any standard expected. ***No Equipment shall be sold or deemed to be sold by description.*** Purchaser shall not be entitled to rely on any representations made either in writing or orally, or by video or motion picture, or any other media presented by or on behalf of the Auctioneer. The description, measurements, dimensions, serial and equipment numbers, year, model, quantities and weights set out in the auction brochures, catalogs and/or invoices are believed to be accurate, but such information is given by way of identification only and no warranty, condition or guarantee is given or is to be implied as to the accuracy of such descriptions, measurements, serial and equipment numbers, year, models, quantities or weights or other particulars or the genuineness or authenticity of any lot of Equipment and neither the Seller or Auctioneer will be responsible for any damage or loss (consequential or otherwise) arising as a result of any inaccuracy in respect thereof. No claims may be made by any purchaser that relate to the fitness, safety, use or condition, or merchantability of any Equipment purchased, or for any damages whether consequential or otherwise which arise therefrom. The Auctioneer and the Seller shall not be responsible for neither 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. No deductions, allowances, returns, credits, or reimbursements will be allowed for any equipment damaged. ***No lot is sold with any warranty, guarantee or representation whatsoever, or with any representation of condition or fitness for use for any purpose whatsoever.***

14) **REMOVAL & SECURITY OF LOTS PURCHASED**: **THE SECURITY OF ANY LOT WON LIES WITH THE PURCHASER AND BEGINS WITH THE FALL OF THE HAMMER ONLINE. SMALL LOTS WON SHOULD BE REMOVED BY 4 November 2026. ALL LOTS PURCHASED MUST BE REMOVED BY 10 NOVEMBER 2026. REMOVAL IS DURING MONDAY-FRIDAY ONLY. NO WEEKENDS.** 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 the conclusion of the auction. Failure to remove any Equipment purchased by **10 NOVEMBER 2026** shall be deemed to be an abandonment of such Equipment and the 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. All Equipment left on the premises after the close of the auction is left at the sole risk of loss by the purchaser. The auctioneer will ***not have responsibility for the security*** of the Equipment after the conclusion of the auction bidding. Auctioneer will cease to have access to the equipment after **10 NOVEMBER 2026** Auctioneer has access to the premises during normal business hours during Monday-Friday only. ***Risk of loss to the Bidder begins at the fall of the hammer*.**

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

16) **DEFAULT OF PAYMENT**: Should purchaser default on payment for any reason or fail to pay bill(s) in full by **4 NOVEMBER 2026** or fails to remove the Equipment by **10 NOVEMBER 2026,** Auctioneer or Seller shall be entitled to, and in addition to any and all other remedies under applicable law, retain all monies received as deposit or partial payment 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 charged to and be the responsibility of the Bidder.

17) **GOVERNING LAW:** This Agreement shall be governed by, interpreted under and construed under the laws of the State of Rhode Island in all respects. The parties agree that any action brought by either party or in relation to this Agreement, including without limitation to interpret or enforce any provision of this Agreement, shall be brought in, and each party agrees to and does hereby submit to the jurisdiction and venue of, any state or federal court located in the State of Rhode Island.

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

Bidder Signature: _____ Date _____

Print Name: _____