

## MEGA AUCTIONS - ABANDONED PROPERTY AUCTION TERMS AND CONDITIONS

MEGA AUCTIONS ("AUCTIONEER") MAKES NO GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO CONFORMITY TO ANY SAFETY DESIGN OR POLLUTION STANDARD OR ANY OTHER REQUIREMENT OF ANY APPLICABLE AUTHORITY, LAW OR REGULATION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR AGE, YEAR OF MANUFACTURE, MODEL, SERIAL OR OTHER NUMBERS, MAKE, CONDITION OR MILEAGE.

THIS AUCTION IS CONDUCTED FOR THE LAWFUL DISPOSITION OF PROPERTY BELIEVED TO BE ABANDONED PURSUANT TO APPLICABLE LAW, INCLUDING CALIFORNIA CIVIL CODE §§1983–1991 OR OTHER APPLICABLE STATUTES. EACH AND EVERY SALE SHALL BE MADE AND ACCEPTED AS IS, WHERE IS, AND AT BUYER'S RISK. THE BUYER SHALL PAY ALL COSTS FOR ANY REPAIRS. DO NOT BID UNLESS YOU HAVE DETERMINED THE CONDITION OF THE LOT FROM YOUR OWN INSPECTION OR INDEPENDENT EVALUATION. ALL ITEMS ARE SOLD QUANTITY TIMES THE \$\$\$\$. ALL SALES FINAL. BY REGISTERING AND/OR BIDDING, YOU AGREE TO ALL TERMS AND CONDITIONS OF SALE.

**1. Auctioneer & Seller Participation:** The Auctioneer, Seller, and their respective employees, agents, and affiliated entities may register for and participate as bidders in any auction unless otherwise stated. All such participants are subject to the same terms, conditions, and bidding procedures as all other bidders, without preferential treatment. All bidding is conducted in an open, competitive format. The Auctioneer and Seller shall not engage in any bidding activity intended to artificially increase prices or manipulate the outcome of the auction. Bidders acknowledge that auction prices may vary from retail or secondary market values and agree that such differences do not affect the validity of the sale.

**2. Registration & Bidder Authority:** Auctioneer reserves the right to refuse registration to anyone and to reject the bid of anyone who has not registered and obtained a Bidder number or other bidding approval. Anyone bidding for an account other than his or her own must register to that effect, and by registering such Bidder warrants and represents that he or she is fully authorized to bid on behalf of the party represented and to bind that party to these Terms and Conditions.

**3. Bidding Procedure & Declaration of Sale:** Announcements made by Auctioneer take precedence over prior printed or posted materials. Auctioneer reserves the right to interpret and enforce these Terms and to determine bidding disputes, and such determinations shall be final. All lots shall be sold to the highest Bidder as determined by Auctioneer, unless otherwise expressly disclosed in these Terms and Conditions or in specific sale announcements. All sales are final when declared sold by Auctioneer, subject to Buyer's full compliance with payment and removal obligations. When a bid is claimed by two or more Bidders, Auctioneer may reopen bidding between those Bidders until a single high Bidder is determined. Auctioneer shall determine, in its sole discretion, whether any late bid was made prior to declaration of sale, whether to accept a disputed bid, and whether to accept or reject any bid that is merely a fractional advance over the preceding bid.

**4. Payment & Settlement:** Full settlement shall be made on the day of sale unless otherwise announced by Auctioneer. Buyer is not entitled to possession of any purchase until the total purchase price has been paid in

currently collectible funds in a form acceptable to Auctioneer. Auctioneer may impose additional payment requirements or conditions for any lot or group of lots, as determined in its sole discretion. Buyers whose total purchase exceeds \$500 must contact Auctioneer within two (2) hours of auction close to confirm payment method.

**5. Taxes & Resale Certificates:** All applicable sales, use, transfer, or excise taxes shall be added to the purchase price unless Buyer provides proof of exemption in a form satisfactory to Auctioneer and the applicable governing authority. Buyer shall reimburse Auctioneer for any taxes not paid by Buyer that Auctioneer is required to pay.

BUYERS MUST PROVIDE A VALID RESALE OR TAX EXEMPTION CERTIFICATE AT REGISTRATION OR PRIOR TO PAYMENT - NO EXCEPTIONS - OR SALES TAX WILL BE ADDED.

**6. Descriptions, Inspection, & Disclaimer of Accuracy:** No sale shall be invalidated and no liability shall be borne by Auctioneer or Seller due to any defect, error, omission, or inaccuracy in the description of any lot, whether contained in the catalog, listing, advertising, photographs, online materials, inventory files, SKU references, quantity estimates, product images, or in any statement by Auctioneer or its agents. All such materials are provided as descriptive guides only and, although compiled from sources deemed reliable, are not guaranteed or warranted as to accuracy, completeness, condition, quantity, merchantability, functionality, compatibility, authenticity of packaging, or suitability for any particular use.

All purchases are made solely upon Buyer's own inspection, independent evaluation, and judgment. Inspection may not be available for all lots, and Buyer assumes all risk associated with bidding without inspection or with limited inspection. Certain lots may contain mixed inventory, multiple SKUs, varying quantities, assorted merchandise, customer returns, closeouts, damaged packaging, incomplete units, or products lacking original packaging.

Any quantities, unit counts, pallet counts, SKU counts, averages, dimensions, weights, percentages, product groupings, model references, or similar numerical or descriptive information are estimates only and are not guaranteed. Actual quantities, SKU mix, product mix, packaging, condition, and contents may be greater, less, or different than stated. No refund, adjustment, cancellation, credit, or price reduction shall be granted due to any variance between estimated and actual quantities, contents, SKU mix, product mix, condition, packaging, or completeness.

Photographs may include actual images, edited images, enhanced images, manufacturer images, distributor images, catalog images, stock images, reference images, representative images, or images selected based on SKU, product name, model number, or other available identifying information. Images may be edited or enhanced for clarity or presentation, including background removal, cropping, lighting adjustment, contrast adjustment, isolation of specific items, or removal of unrelated background items. Such images are provided for identification and reference purposes only and should not be relied upon as exact representations of condition, quantity, packaging, accessories, revision level, color variation, completeness, or the actual contents of any lot.

**7. Removal, Risk, & Responsibility:** Buyer is responsible for insuring purchases immediately upon declaration of sale and for removing all purchases in accordance with the procedures, pickup periods, deadlines, and requirements established by Auctioneer. Removal shall occur only during designated pickup periods and may require appointments as determined by Auctioneer. Buyers arriving outside designated pickup periods or without

required appointments may be refused entry or required to wait until Auctioneer determines that removal resources are available.

Certain lots may remain in active use by Auctioneer, Seller, or their representatives during the auction, checkout, and removal process. Such lots may not be available for immediate pickup following auction close and may remain unavailable until the conclusion of the designated pickup period or such later date as determined by Auctioneer. Winning bidders for affected lots will be notified when the lot is available for removal, which may occur after the conclusion of the standard pickup period. By bidding on such lots, Buyer acknowledges and agrees that delayed availability shall not constitute grounds for cancellation, refund, chargeback, price adjustment, storage claim, loss of use claim, or any other damages against Auctioneer or Seller.

Buyer shall be solely responsible for all inspection, loading, removal, transportation, and handling activities relating to purchased lots and shall bear all associated costs, responsibilities, and risks, including labor, equipment, forklifts, pallet jacks, rigging, transportation, packaging, shipping, loading, permits, and third-party contractors. Buyer shall indemnify and hold harmless Auctioneer and Seller from any claims, damages, losses, liabilities, costs, or expenses arising from such activities. Auctioneer reserves the right to require proof of adequate insurance coverage from any Buyer performing or arranging dismantling, rigging, loading, transportation, or similar work.

Buyer must remove all merchandise, pallets, cartons, packaging materials, and other contents comprising a purchased lot unless otherwise authorized in writing by Auctioneer. Selective removal of portions of a lot while abandoning remaining merchandise, packaging materials, pallets, cartons, debris, trash, or other contents is prohibited.

Buyers requiring pallet wrapping, re-wrapping, stabilization, or preparation of lots for transport may request such services from Auctioneer, subject to availability. A minimum charge of Twenty-Five Dollars (\$25.00) per pallet shall apply for each pallet wrapped or re-wrapped, with additional charges applicable for oversized, unstable, damaged, partially dismantled, or unusually labor-intensive lots.

Loading assistance, forklift services, labor assistance, and other removal-related services may be available at Auctioneer's discretion and may be subject to additional charges. Applicable charges shall be disclosed prior to providing such services.

Any loading assistance provided by Auctioneer, Seller, their employees, contractors, agents, or representatives is provided solely as a courtesy. Buyer remains fully responsible for load securement, weight distribution, transportation compliance, and the safety of all loaded materials. Neither Auctioneer nor Seller shall be responsible for damage occurring during loading or transportation, regardless of who performs or assists with loading.

YOU ARE RESPONSIBLE FOR ALL TAKE DOWN, PICK UP, PACKAGING, SHIPPING ARRANGEMENTS, AND RELATED COSTS. ALL ITEMS MUST BE REMOVED BY THE SPECIFIED PICKUP DEADLINES.

**8. Time Requirements, Default, & Abandonment:** Time is of the essence with respect to all payment and removal obligations. Failure to make full payment, schedule pickup when required, or remove any lot within the specified removal period shall constitute material default.

Any merchandise, pallets, packaging materials, containers, debris, or other contents remaining after expiration of the designated pickup period may, at Auctioneer's sole discretion and without further notice, be deemed abandoned by Buyer. Upon abandonment, Buyer shall forfeit all right, title, and interest in such property.

Auctioneer may remove, store, transfer, donate, dispose of, resell, or otherwise handle abandoned property in any manner deemed appropriate by Auctioneer, at Buyer's sole risk and expense.

Any pallet, gaylord, container, or substantial quantity of merchandise, packaging materials, debris, trash, or abandoned material left behind by Buyer shall be subject to a disposal charge of One Hundred Dollars (\$100.00) per pallet or container, in addition to any labor, storage, transportation, cleanup, administrative, removal, or disposal costs incurred by Auctioneer.

No refund, credit, offset, or adjustment shall be granted for any lot or portion thereof not removed within the designated removal period.

**9. Default Remedies, Resale, & Recovery of Costs:** Upon Buyer's material default, including failure to make full payment or to timely remove any lot as required under these Terms, Auctioneer may, in its sole discretion and without further notice to Buyer, exercise one or more of the following remedies: cancel the sale of the affected lot or lots; retain any monies paid as liquidated damages if Auctioneer elects to cancel the sale, the parties acknowledging that actual damages are difficult to ascertain and that such amount constitutes a reasonable estimate of damages and not a penalty; resell the lot or lots at public auction or private sale, including offering such lot or lots to underbidders; store, transfer, dispose of, donate, or otherwise handle the lot or lots in any commercially reasonable manner; and recover from Buyer any deficiency arising upon resale together with all resale costs, storage costs, removal costs, disposal costs, commissions, attorneys' fees, and other damages incurred as a result of Buyer's default.

Buyer authorizes Auctioneer to charge any credit card maintained on file for unpaid invoices, disposal fees, pallet fees, wrapping fees, storage charges, labor charges, loading charges, cleanup costs, damage claims, chargeback costs, and any other amounts due under these Terms and Conditions.

**10. Withdrawal, Grouping, & Special Terms:** Auctioneer reserves the right to withdraw any lot prior to declaration of sale, to group or regroup lots, to divide lots, or to offer any lot subject to special terms, all at any time prior to declaration of sale and without notice or liability. No Bidder shall acquire any possession rights in any lot until full payment has been received and all removal requirements have been satisfied. No Bidder shall have any claim for incidental, consequential, special, or punitive damages arising from withdrawal, regrouping, or modification of any lot prior to declaration of sale.

**11. Title & Transfer Documents:** Title to any lot shall transfer to Buyer only upon full payment of the purchase price in currently collectible funds. Risk of loss transfers to Buyer upon declaration of sale. All available bills of sale, titles, or other transfer documents, if any, will be delivered to Buyer following full payment. In the case of payment by check, any such documents may be delivered or mailed only after satisfactory collection of funds. Auctioneer acts solely as agent for Seller and makes no independent representation or warranty regarding Seller's title to any lot except as expressly stated in these Terms. Acceptability and availability of titles and transfer

documents are subject to Seller providing such documents to Auctioneer. In the event Auctioneer is unable to obtain or deliver documentation necessary to transfer Seller's interest in a lot, Auctioneer's sole liability shall be return of the purchase price actually paid upon return of the lot, if previously delivered. Auctioneer assumes no liability for registration fees, title transfer fees, penalties, storage charges, or consequential losses relating to title documentation or transfer.

**12. Site Safety & Liability:** Buyer acknowledges that an auction site can be a potentially dangerous place and shall immediately notify his or her agents, servants, employees, contractors, and all other accompanying persons of that fact. The auction site includes any location where a lot is located for display, inspection, loading, or removal, as well as the location from which bidding is conducted. Buyer agrees to indemnify and hold harmless Seller, Auctioneer, and their respective officers, employees, agents, servants, and representatives from and against any and all claims, losses, damages, injuries, liabilities, costs, and expenses of whatsoever kind or nature, including attorneys' fees and costs, for any injury, death, loss, or property damage occurring in, upon, or about the auction site when such loss, damage, or injury is occasioned, directly or indirectly, by the actions or omissions of Buyer or Buyer's agents, servants, employees, contractors, or representatives.

**13. Equipment Use & Buyer Responsibility:** The Buyer is solely responsible to inspect all equipment to insure it is in a condition where it can be safely used, to provide proper safety devices and equipment or means to meet all governmental safety standards, and to notify all persons operating the equipment as to all attendant dangers. The Buyer hereby assumes these responsibilities and agrees to indemnify and hold the Auctioneer and Seller harmless from any future claim pertaining to (1) fitness or use of that asset as purchased; (2) provision of proper safety devices or equipment; (3) notification and warning of Buyer and its representatives, agents, employees, any other users or subsequent Buyers, as to the dangers and risks attending operation of the equipment; and (4) the condition of the equipment.

**14. Disputes, Interpleader, & Limitation of Liability:** If a dispute arises concerning ownership of any lot or the proceeds of any sale, Auctioneer reserves the right to commence a statutory interpleader proceeding or other appropriate legal action. Any party asserting a claim to such property or proceeds shall be responsible for Auctioneer's reasonable attorneys' fees and costs incurred in connection therewith, to the extent permitted by law. Auctioneer reserves the right to cancel or postpone the auction sale, or any session thereof, for any reason prior to declaration of sale. Neither Auctioneer nor any affiliated or related company shall be responsible for incidental, consequential, special, or punitive damages arising out of these Terms and Conditions, the auction sale, or the conduct thereof, and in no event shall such liability exceed the purchase price, premium, or fees actually paid by Buyer to Auctioneer for the affected lot. If Buyer fails to comply with these Terms and Conditions, Auctioneer shall have all remedies set forth herein in addition to all remedies available at law or in equity. Rights granted under these Terms are personal to the purchasing Buyer and may not be assigned or transferred without Auctioneer's prior written consent. Any attempted assignment shall be void. No third party may rely upon any benefit or right conferred by these Terms and Conditions.

**15. Governing Law & Venue:** The terms of sale and rules of the auction shall be governed by and interpreted pursuant to and under the laws of the state of California. Auctioneer and bidders/buyers agree and consent that

this agreement shall be performable in Ventura County, California and that jurisdiction and venue of any lawsuit arising in any way from the auction or events occurring at the auction site shall be conferred upon the courts of Ventura County, California.

**16. Auction-Specific Brand, Resale, and Institutional Bid Terms:** Inventory offered in this auction may include products bearing the names, trademarks, logos, or brands of third parties, including but not limited to Vinci Brands, Inc., Incipio Technologies, Inc., Incase Design Corp., Griffin Technology, and related brands. Seller and Auctioneer are not affiliated with, sponsored by, endorsed by, authorized by, or acting on behalf of any manufacturer, brand owner, distributor, or intellectual property holder unless expressly stated otherwise. Any trademarks, trade names, logos, product images, or brand references are used solely for identification purposes. Use of such trademarks, logos, and brand names does not imply affiliation, authorization, sponsorship, or endorsement by the respective rights holders.

All merchandise is sold AS IS, WHERE IS, with no manufacturer warranty, retailer warranty, distributor warranty, technical support, replacement program, return privilege, or other post-sale obligation. Buyers acknowledge that manufacturer warranties may be void, unavailable, expired, non-transferable, or otherwise inapplicable to merchandise purchased through this auction.

Buyers purchasing merchandise for resale, export, liquidation, distribution, repackaging, or commercial use do so entirely at their own risk and are solely responsible for compliance with all applicable laws, regulations, marketplace requirements, intellectual property restrictions, product safety requirements, recall obligations, labeling requirements, warranty representations, and resale restrictions. Seller and Auctioneer make no representation that any product is eligible for sale through Amazon, Walmart Marketplace, eBay, Target+, TikTok Shop, Shopify, or any other online or retail sales channel.

Auctioneer may accept advance bids from qualified institutional, wholesale, export, liquidation, or bulk purchasers prior to the close of bidding. Such bids may apply to individual lots, groups of lots, complete product lines, or multiple related lots. Such bids shall represent bona fide offers received from prospective purchasers and shall be entered into the bidding platform in the same manner as any other bidder-generated bid. Approved institutional bids may be entered into the bidding platform no later than twenty-four (24) hours before the scheduled closing of affected lots. Such bids shall be treated identically to all other bids and may be exceeded by competitive bidding from any registered participant. Entry of institutional bids does not establish any reserve price, minimum bid, or guaranteed sale price. Institutional bidding procedures shall not limit Auctioneer's rights under Section 10.

**17. Ownership Disclosure:** Certain lots may be offered for sale on behalf of principals whose identities are not disclosed. Auctioneer acts solely as agent for Seller and assumes no ownership interest in any lot unless expressly declared purchaser. Auctioneer makes no representation as to Seller's title except as expressly set forth in these Terms and Conditions.