



BIDDER TERMS AND CONDITIONS

These Bidder Terms and Conditions apply to the sale by auction, conducted by Alderfer Auction, 501 Fairgrounds Road, Hatfield, PA 19440, PA License No. AY002260 (“Auctioneer”), of the following real estate property 554 Merlin Rd, Phoenixville PA 19460 (the “Property”).

Address: 554 Merlin Rd, Phoenixville PA 19460

County: Chester, PA

Tax ID Numbers: 26-04-0085

These Bidder Terms and Conditions constitute a legal, valid, binding, and enforceable contract between Auctioneer and each person participating in the Auction, whether as a bidder, buyer, or otherwise. These Bidder Terms and Conditions also form the basis for the contract of sale between the Seller and the Buyer.

1. Auction conducted Under and In Accordance with These Bidder Terms and Conditions, Additional Terms and Conditions Posted by Auctioneer, Announcements Made at the Time of Auction, and Applicable Law: The Auction is conducted under and in accordance with these Bidder Terms and Conditions, any and all other terms and conditions posted by Auctioneer each participant agrees to be bound by, and to abide by, these Bidder Terms and Conditions.

2. Auction Conducted in the Commonwealth of Pennsylvania: The Auction will be conducted in the Commonwealth of Pennsylvania. The Property is offered for sale in the Commonwealth of Pennsylvania, these Bidder Terms and Conditions are entered into in the Commonwealth of Pennsylvania, all bids and payments are received in the Commonwealth of Pennsylvania, and all contracts between Seller and Buyer are formed and entered into in the Commonwealth of Pennsylvania.

4. Nature of the Auction: **The auction will be conducted by sealed bid. The completed bid packet must be submitted no later than September 23, 2025, 4PM EST. The final decision will be conducted by the auctioneers at 4PM on September 23, 2025. All bid packets will be**

submitted to Alderfer Auction, 501 Fairgrounds Rd., Hatfield PA 19440 or submitted to Sherry@AlderferAuction.com

This property will be sold at or above a published reserve of \$50,000.

5. Buyer's Premium: The Property is subject to a Buyer's Premium, which will be paid by the winning bidder to Auctioneer for Auctioneer's own account. The Buyer's Premium will be an amount equal to **10 percent (10%)** of the high bid amount, and will be added to the high bid amount to determine the final Purchase Price.

6. Bidder's Deposit: A deposit in the amount of **Ten Thousand Dollars (\$10,000.00)** is required for participation in the Auction. Acceptable forms of payment include cash or certified check made payable to Alderfer Auction. Personal and/or business checks will not be accepted

7. Settlement: Unless otherwise agreed upon by Seller and Buyer, the Settlement, or Closing, at which all of Seller's rights, title, and interest in the Property will be transferred to the Buyer, and at which the Buyer will pay the Purchase Price, will occur on or before **November 7, 2025**.

8. Property Sold "AS IS" and "WITH ALL FAULTS": THE PROPERTY IS BEING OFFERED AND SOLD IN "AS IS" CONDITION AT THE TIME OF THE AUCTION, WITH ALL FAULTS, INCLUDING ANY HIDDEN DEFECTS OF ANY NATURE. NEITHER AUCTIONEER NOR SELLER MAKES ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE NATURE, VALUE, SOURCE, AUTHENTICITY, FITNESS, MERCHANTABILITY, OR ANY OTHER ASPECT OR CHARACTERISTIC OF SUCH PROPERTY. NO STATEMENT ANYWHERE, WHETHER EXPRESS OR IMPLIED, INCLUDING VERBAL STATEMENTS MADE BY AUCTIONEER, WILL BE DEEMED A WARRANTY OR REPRESENTATION BY AUCTIONEER OR SELLER. EACH BIDDER ACKNOWLEDGES AND AGREES THAT SAID BIDDER CANNOT RELY, AND HAS NOT RELIED, ON ANY REPRESENTATION, WARRANTY, OR GUARANTY MADE BY THE SELLER OR ANYONE ACTING AS AGENT OF THE SELLER, ORALLY OR IN WRITING, ABOUT THE PROPERTY, OR ANY OF IT. BY BIDDING, EACH BIDDER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER HAS HAD A FULL AND FAIR OPPORTUNITY TO INSPECT THE PROPERTY, AND IS RELYING SOLELY ON, OR HAS WAIVED, SUCH BIDDER'S INSPECTION AND INVESTIGATION (i) IN DETERMINING WHETHER TO BID, (ii) IN DETERMINING THE AMOUNT OF A BID, AND (iii) IN BIDDING.

10. Seller's Property Disclosure Statement: If the Property is residential real estate, Seller will (unless otherwise exempt) complete a Seller's Property Disclosure Statement.

13. Bidder Registration and Bidder Qualification: All persons desiring to bid at the Auction must register to bid. In order to register to bid, each potential bidder must provide information (including identifying and qualifying information) as requested by Auctioneer.

Each person registering to bid represents to the Auctioneer that said person is legally able to enter into a contract. Auctioneer may refuse to accept a bidder registration from any potential bidder, and/or may revoke any bidder registration, number, or account. Each person registering to bid, or otherwise participating, at the Auction acknowledges and agrees that said person has read, understands, and agrees to be bound by these Bidder Terms and Conditions. At Auctioneer's discretion, bids may be received from a person who has not registered to bid, and/or who has not satisfied all requirements for bidder registration, and/or who has not been issued a bidder number or established a bidder account, and, by bidding, such person will be bound by these Bidder Terms and Conditions. Auctioneer may establish such bidder qualifications as Auctioneer determines, at Auctioneer's discretion, as reasonably necessary or appropriate. Bidder qualification provisions (which may include proof of availability of funds) are intended for the benefit of Auctioneer and Seller, and create no rights or interests in any other persons, including competing bidders. Auctioneer and/or Seller may (but will not be required to) waive any bidder qualifications, either globally or on a case-by-case basis.

16. Registered Bidder's Responsibility for Placed Bids: Each registered bidder is responsible for all bids made using said registered bidder's bidder number or bidder account. Auctioneer is not responsible for monitoring or policing the use of bidder numbers or bidder accounts. Absent a clerical error, Auctioneer's records will be conclusive.

22. Withdrawal of Property by Auctioneer: Unless the Property is, in express written terms, put up at Absolute Auction, Auctioneer has the right to withdraw the Property from the Auction at any time prior to declaring the property sold to the highest bidder. Property put up at Absolute Auction may be withdrawn by Auctioneer if no bid is received within a reasonable time.

23. Purchase and Sale Agreement: At the close of the bidding, the winning bidder, or the bidder making the high bid subject to confirmation, will execute the Purchase and Sale Agreement for the Property (made available prior to the Auction). In auctions with a minimum published reserve, should the reserve not be reached, Seller will have one (1) hour, following the conclusion of the auction, to make a determination as to whether they are in acceptance of the high bid and to execute the Purchase and Sale Agreement. In auctions subject to Seller's confirmation, Seller will have one (1) hour following the conclusion of the auction to confirm and accept the high bid, and to execute the Purchase and Sale Agreement. If the Purchase and Sale Agreement is not signed by Seller within such period, the high bid amount will be deemed to have been rejected. The Purchase and Sale Agreement will be on a form

utilized by Auctioneer, will be made available for review prior to the Property being offered, and is incorporated in and made a part of these Bidder Terms and Conditions.

24. Purchasing Under a Limited Liability Company: Should Buyer execute the Purchase and Sale Agreement to include “successors or assigns” with the intent of using a Limited Liability Company (LLC) to purchase the property, Buyer must be a principal of said Limited Liability Company.

25. Deposit: The deposit of **Ten Thousand Dollars (\$10,000.00)** submitted by the high bidder will be retained by Alderfer Auction and held in a non-interest-bearing account until settlement, at which time said deposit will be credited to buyer towards the Purchase Price. All other deposits will be available for return to bidders within 48 hours following the conclusion of the auction. If the Buyer defaults, the deposit will be forfeited.

26. No Buyer Contingencies: There will be no buyer conditions or contingencies on the sale of the Property, except Seller’s delivery of good and marketable title.

27. Good Title: Seller will deliver good and marketable title to the property at settlement, free and clear of any and all liens and encumbrances.

28. Settlement/Settlement Fees and Expenses: Settlement will be conducted by, and conveyancing for both buyer and seller will be provided by North Penn Abstract Co., Inc., 35 Green Street, Lansdale, PA 19446. Alderfer Auction will initiate settlement proceedings following the Auction. Buyer will pay any and all settlement fees and expenses, including, without being limited to, title searches, title insurance charges, conveyancing fees and utility and tax certification fees.

29. Real Estate Transfer Tax: Real estate transfer taxes will be calculated based on the Purchase Price (i.e., the high bid amount plus the Buyer’s Premium), and will be divided equally between Buyer and Seller.

30. Apportionment: Taxes and all other periodic realty costs, if any, will be apportioned pro rata as of the date of the Closing. Seller will pay for all days up to and including the date of the Closing, and Buyer will pay for all days following the date of the Closing.

31. Use and Occupancy/Residential Resale Inspection: Any required Certificate of Occupancy and/or inspection(s) required by the local municipality for the property will be the responsibility of the Buyer. The Buyer is responsible for any inspection fee(s), any repairs that are required by the municipality to acquire said Certificate of Occupancy, and any required re-

inspection fees. All inspections, repairs and re-inspections must be completed within the time requirements set forth by the local municipality.

32. Recording Fees: Buyer will pay the fees for recording the deed for the Property.

33. Description of Property: Unless otherwise expressly stated in writing, any description of the Property is based solely on visual impression, is given solely for identification purposes, and does not create any warranty, expressed or implied, or representation by Auctioneer.

34. Zoning and Land Use: Neither Auctioneer nor Seller makes any representations or warranties as to the zoning of the Property or any other land use restrictions affecting the Property. It is the responsibility of each bidder to make such inquiries and investigations as may be necessary to confirm the applicable zoning and land use restrictions affecting the Property. The purchase of the Property will not be contingent in any way on zoning or land use restrictions, or on whether a bidder or buyer may put the Property to any desired use. Each bidder acknowledges and agrees that such bidder is not relying on any representations by Seller or Auctioneer concerning zoning or other land use restrictions affecting the Property.

38.1. Posted Times: All times are based on the Eastern Standard Time zone unless otherwise stated. Posted closing times and time displays are approximate. Auctioneer reserves the right to close early or extend the Auction at any time at Auctioneer's sole and absolute discretion.

38.7. Winning Bidder Subject to Certification by Auctioneer: The final determination of the winning bidder is subject to certification by Auctioneer, and any email or electronic message (whether generated manually or automatically) is subject to such certification.

39. 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 will resolve any and all disputes. Auctioneer may, at Auctioneer's sole and absolute discretion, reopen the bidding (but will not be required to) if (i) a bid is made while the hammer is falling in acceptance of a prior bid or while bidding is otherwise being terminated, or (ii) promptly after the Property is declared sold or other termination of the bidding Auctioneer is made aware of a bid that was unnoticed prior to termination of the bidding, and it is demonstrated to Auctioneer's satisfaction that such bid was, in fact, timely made, or (iii) promptly after the Property is declared sold or other termination of the bidding Auctioneer is made aware that Auctioneer and a bid assistant or ringman, or multiple bid assistants or ringmen, have acknowledged bids in the same amount bid from different bidders, or (iv) Auctioneer is made aware that one or more online bids were timely tendered but not posted, or (v) some other bid dispute arises. 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 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.

40. Pennsylvania Auction Law Applies: Auctioneer is acting as a licensed Pennsylvania Auction Company under and subject to the Pennsylvania Auctioneer Licensing and Trading Assistant Registration Act, 63 P.S. § 734.1, et seq.

41.1. Seller's Breach: If Seller breaches any of Seller's obligations with respect to the Purchase and Sale Agreement, Buyer's sole and exclusive remedy will be return of the deposit and any other monies actually paid by the Buyer. Under no circumstances will Auctioneer or Seller be liable for incidental or consequential damages, including, without being limited to, lost profits or reduced productivity. Specific performance is not available as a remedy to Buyer.

41.2. Buyer's Breach: If Buyer breaches any of Buyer's obligations, Buyer will forfeit the deposit and any other monies actually paid to Seller or Auctioneer, and will pay all of Seller's and Auctioneer's costs and expenses (including reasonable attorney fees and costs of litigation). If the Property is subsequently offered for sale (at auction or otherwise), Buyer will be responsible for any and all costs and expenses incurred with respect thereto, including, without being limited to, advertising and labor. Buyer will also be responsible for any shortfall between the Purchase Price established at the Auction and any subsequent lower purchase price for which the Property may be sold.

42. Risk of Loss: The risk of loss or damage to the Property is assumed by the Seller until settlement, except in the event of loss or damage to the Property exceeding ten percent (10%) of the Purchase Price, in which case Seller may elect to either repair the damage, provide credit at settlement, or terminate the Purchase and Sale Agreement.

43. Time is of the Essence: Time is of the essence with respect to the purchase and sale of the Property.

44. Bidder, bidder's heirs, transferees, administrators, personal representatives, trustees, successors and assigns, forever waive, release, discharge and hold Alderfer Auction harmless, from any claim it has, might have had, or may have against Alderfer Auction with respect to:

44.1. The condition of the premises, either patent or latent, of any nature whatsoever, including environmental contamination;

44.2. Buyer's ability or inability to obtain or maintain building permits, temporary or final certificates of occupancy or other licenses for the use or operation of the premises, and/or certificates of compliance for the premises;

44.3. The actual or potential income or profits to be derived from the premises;

44.4. Any other statement of facts which exist with respect to the premises which, at the time of closing, were not the subject of actual knowledge on the part of Seller.

45. Indemnification: Each bidder agrees 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.

46. Private Sale: Any participant or registered bidder who enters into an agreement with Seller for the purchase of the Property prior to or during the Auction, or within sixty (60) days after the date of the Auction, agrees to pay Auctioneer an amount equal to Auctioneer's Buyer's Premium (calculated as a percentage of the agreed purchase price or the fair market value of the Property, whichever is greater).

47. Waiver: Certain provisions of these Bidder Terms and Conditions are for the exclusive benefit of Auctioneer and/or Seller. Such provisions, including, without being limited to, bidder registration and qualification requirements, deposit and payment terms (including the method, form, and timing of payment), and property 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.

48. Governing Law/Jurisdiction/Venue/Waiver of Jury Trial: These Bidder Terms and Conditions will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, including its statutes of limitations, but without regard to its 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 the County of Montgomery, Pennsylvania, which courts will have exclusive jurisdiction, and will be the exclusive venue, for any and all such claims, disputes, and other matters. By submitting a Bidder Registration and accepting a Bidder Number each Registered Bidder irrevocably and unconditionally (i) agrees that any claim, suit or cause of action relating to these Bidder Terms and Conditions, or the transactions contemplated hereby, will be brought in the state or federal courts sitting in and for the County of Montgomery, Pennsylvania; (ii) consents to the jurisdiction of such courts for any such claim, suit or cause of action; (iii) waives 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) waives any objection to the bringing of such claim, suit or cause of action in such courts on the grounds of forum non conveniens. Each bidder, buyer, and other participant waives the right to a jury trial.

49. Attorneys' Fees: If any participant breaches such participant's obligations under these Bidder Terms and Conditions, Auctioneer and/or Seller will be entitled to recover all costs and expenses, including attorney fees incurred in enforcing their respective rights hereunder.

50. Electronic or Digital Signature: This Agreement may be executed by way of facsimile or electronic or digital signature, and each such signature will be deemed an original signature, with the same force and effect as if applied manually.

IN WITNESS WHEREOF, **(September 23, 2025)**

_____ Seller

_____ Seller

_____ Buyer

_____ Buyer