

| Lot Number | Title                                               | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Thumbnail                                                                             |
|------------|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| 0A         | Buyer's Premium, Surcharge, and Payment Information | <p><b>**All Winning Bidders Will Be Invoiced After 3pm The Day The Auction Closes**</b></p> <p><b>IMPORTANT NOTICE FOR TRAFFIC BARRICADES AND HYDRAULIC HAMMER ONLINE AUCTION: **All purchases will be subject to a (14%) buyer's premium. There Will Be A 3% Fee For All Purchases Not Made By Cash, Cashier's Check, Direct Deposit, Money Order &amp; Wire Transfer* We do not accept Discover or American Express</b></p> <p>*Payment Must Be Received by <b>Friday, July 8, 2022*</b> All Payments Are To Be Processed Through Lemons Auctioneers. (Payments Can Be Made Online With A Credit Card Including Weekends &amp; Holidays. The Site Has The Capability of 24/7 Credit Card Payments. A Receipt Will Automatically Be Available In The Invoice Portal Once Payment Has Been Made.)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |    |
| 0B         | Preview and Removal Information                     | <p><b>Removal Dates &amp; Times:</b> Friday, July 8, 2022 (Hours Of Operation: 9:00 A.M. - 4:00 P.M.)</p> <p><b>Preview:</b> Tuesday, July 5, 2022 (Hours Of Operation: 9:00 A.M. - 4:00 P.M.)</p> <p><b>Preview &amp; Removal Contact:</b> Lemons Auctioneers 281-357-4977</p> <p><b><i>Removal Note: There Will Be No Manpower, No Employee Assistance Or Equipment Available For Removal. Buyer Must Remove All Lots In Their Entirety. Buyer Is Solely Responsible For Loading &amp; Unloading, Bring Own Manpower, Equipment, Dollies Or Other Adequate Moving Devices or Equipment, Etc. To Remove Items. Buyer Must Have Adequate Transportation To Move Purchased Items.</i></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |    |
| 0C         | Location Information                                | <p><b>Lemons Auctioneers</b> (18810 Juergen Rd, Tomball, TX 77377 <a href="#">Driving Directions</a>)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
|            |                                                     | <p><b>**All Winning Bidders Will Be Invoiced After 3pm The Day The Auction Closes**</b></p> <p><b>IMPORTANT NOTICE FOR TRAFFIC BARRICADES AND HYDRAULIC HAMMER ONLINE AUCTION: **All purchases will be subject to a (14%) buyer's premium. There Will Be A 3% Fee For All Purchases Not Made By Cash, Cashier's Check, Direct Deposit, Money Order &amp; Wire Transfer* We Do Not Accept Discover or American Express</b></p> <p><b>**Lemons Auctioneers LLC and Online Pros conduct their banking with Woodforest National Bank. You may go to any Woodforest location and directly deposit your payment into our account or conduct a wire transfer from your account to ours. **Please call our office for Bank Information**Phone: 800-243-1113 or 281-357-4977. You will need to call us once this transaction has been made into our account. We will need the amount of the transaction, full name, and auction information. Your paid receipt will be sent to you once the transaction has been verified by an auction representative. You may contact the office during our business hours at (800) 243-1113 where a representative will be able to assist you or send us an email at: lemons@lemonsauctioneers.com if you need assistance on a weekend day. **</b></p> <p>All Bidders are required to always have a Credit Card on file.</p> <p><b>Payment Terms:</b> *Payment Must Be Received by <b>Friday, July 8, 2022*</b> All Payments Are To Be Processed Through Lemons Auctioneers. <b>(Payments Can Be Made Online With A Credit Card Including Weekends &amp; Holidays.</b></p> |                                                                                       |

**The Site Has The Capability of 24/7 Credit Card Payments. A Receipt Will Automatically Be Available In The Invoice Portal Once Payment Has Been Made.)**

**Payment Types:** Cashier's Check, Money Order, Visa/Mastercard, Cash, Wire Transfer.

**\*\*Lemons Auctioneers LLC and Online Pros conduct their banking with Woodforest National Bank. You may go to any Woodforest location and directly deposit your payment into our account or conduct a wire transfer from your account to ours. (DEPOSIT CASH ONLY) \*\*Please call our office for Bank Information\*\*Phone: 800-243-1113 or 281-357-4977.** You will need to call us once this transaction has been made into our account. We will need the amount of the transaction, full name, and auction information. Your paid receipt will be sent to you once the transaction has been verified by an auction representative. You may contact the office during our business hours at (800) 243-1113 where a representative will be able to assist you or send us an email at: lemons@lemonsauctioneers.com if you need assistance on a weekend day. \*\*

**\*\*Lemons Auctioneers LLC and Online Pros security feature for credit card authorization is elevated online, due to high fraudulent activity risks. If your credit card's adder**

**+`s, ZIP code, or CVV2 is not accurate, the transaction will not be approved 71bv Authorize.net. We do not accept Discover or American Express for payment4. If you try to use these two forms of payment to pay for your merchandise it will be declined. \*\***

All buyers must have a paid receipt from Lemons Auctioneers, LLP. at time of pickup.

Lemons Auctioneers, LLP is not responsible for preview or removal.

**Note For Removal: If Items Are Not Removed By The Deadline And There Is A Discrepancy No Refunds Will Be Issued - Also, If Items Are Not Removed By The Deadline, Bidder's Account Will Be Suspended Until Removal Is Completed.**

**Auctioneers Note: Intolerable Behavior During The Removal Process Will Be Subject To Immediate Suspension With Auction Company.**

All merchandise is sold "As Is" and "Where Is" without warranties or guarantees of any kind.

Buyers shall rely entirely upon their own inspection and information.

**\*Removal of Entire Lot Won Will Be Strictly Enforced By Lemons Auctioneers, LLC and Traffic Barricades and Hydraulic Hammer**

**\*There will be no trading or sales between buyers on the Traffic Barricades and Hydraulic Hammer premises\***

**\* Winning bidders are solely responsible for their own removal – Traffic Barricades and Hydraulic Hammer is not responsible for damages upon employee assistance concerning removal. Bidders must unload and pick up their complete pallets, bring their own plastic wrap and other equipment as needed. \***

After the final removal date, a storage charge of \$10.00 per day, per item /lot may be charged by the Seller, if specified in the Special Information by

Seller. If merchandise is not removed by the designated date, the ownership of the merchandise will revert back to the original Owner /Seller and the Owner/Seller may dispose of or resale the item/lot at their discretion. The default buyer's account will be suspended and no refund will be available.

**\*\*Any Buyer Discrepancies must be reported at the Seller's Physical Location at time of removal - No Exceptions\*\***

Seller Reserves The Right To Postpone Or Adjourn Any Of The Auctions, To Accept Any Bid Or To Reject Any And All Bids, Or To Withdraw Any Item At Any Time Prior To The Completion Of Any Auction.

**\*Photos And Descriptions Were Supplied By Lemons Auctioneers, LLC**

All merchandise not removed by deadline date will be considered abandoned and will be disposed of by Traffic Barricades and Hydraulic Hammer

**Bidder and Auctioneer agree that the terms listed below shall govern each online auction sale.**

All registration information the Bidder provides to Auctioneer shall be current, complete, and accurate. Bidders must be 18 years of age or older. Bidder agrees to not use any device, software, or routine to interfere or attempt to interfere with the proper working of or any transaction being conducted on and during the auction sale.

#### **1. ACCEPTANCE OF TERMS AND CONDITIONS**

Access and use of any online auctions site of Lemons Auctioneers, LLC (collectively the "Site") is subject to any and all specific terms and conditions set forth on any individual page within the Site and the terms and conditions of this User Agreement (collectively "Site User Agreement") and all applicable laws and regulations, including but not limited to copyright and trademark laws. BY ACCESSING THIS SITE, YOU AGREE TO ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, ALL OF THE TERMS AND CONDITIONS OF THE SITE USER AGREEMENT and to comply with all applicable laws, statutes, ordinances, and regulations regarding your use of the Site. These terms and conditions are legally binding and if you violate any of them, Lemons Auctioneers, LLC and its employees, agents, and representatives (collectively, "Auctioneer") or the Owner/Seller may seek legal relief, including but not limited to, reporting your conduct to appropriate law enforcement entities. Legal action may be taken against anyone violating the terms and conditions of the Site User Agreement or any other applicable law or regulation. Auctioneer reserves the right, at its sole discretion, to ban any bidder or potential bidder from the Site for any reason Auctioneer deems necessary. Auctioneer reserves the right to disable Bidder's account at any time for any reason, whether specifically stated or not. Auctioneer reserves the right to periodically change the terms and conditions of the User Site Agreement and it is the Bidder's responsibility to periodically review any and all changes made to these terms and conditions prior to each use of this Site. By using this Site, you agree in advance to accept any such changes.

#### **2. Bidder Registration and Privacy Information**

1. Auctioneer gathers information about Bidders and Owner/Sellers for the purpose of conducting online auctions. Auctioneer does not sell or disclose Bidder information to third party vendors. Auctioneer and Owner/Seller may require a valid state or federally issued identification at any time. Auctioneer and Owner/Seller reserves the right to verify any and all information provided on this Site at any time.

2. All bidders must register to bid in the bidder registration area at [www.onlinepros.com](http://www.onlinepros.com). A bidder will be suspended or permanently banned from the Site if false information is provided when registering, such as a false name or fraudulent contact information. Online bidders may not have more than one user account at a time and is strictly enforced.

3. All new online bidders' will be required to supply a credit or debit card to activate their account. The card provided will be preauthorized in the amount of \$100.00. The funds are only checked, and no actual transaction takes place, and nothing will appear on bidder's credit card statement. The card used will be held on file for future online payments. The bidder may change their credit card on file at any time.

4. Auctioneer reserves the right to disable Bidder's account at any time for any reason, whether specifically stated or not. Lemons Auctioneers, LLC (hereinafter "Auctioneer") use of email addresses is strictly limited to contact Buyers and Owner/Sellers; any use of this private information is strictly prohibited. If at any time you feel your User ID and password have been compromised due to lack of security on your part, you must notify Auctioneer immediately.

### **3. Bidding**

1. As a Bidder, placing a bid is a binding contract between you and the Owner/Seller and the bid cannot be retracted. Once you place a bid, and if you win, you will be obligated to buy the product at the said price you indicated in your bid. Placing a bid on this Site, and winning, then not paying for the product is illegal in most states and prosecution can result. Failure to honor the winning bid by the stated deadline will result in permanent bidder removal from the Site and future online auctions, at auctioneer's sole and absolute discretion.

2. Bidders are responsible for any bids placed under your User ID and password. The security of your Bidder information is your sole responsibility as you, the Bidder, will be responsible for any and all bids placed under your user account. All bidders registering their online auction account under a business entity represent that you legally bind that entity. The bidder is registering as an individual acting on behalf of a business entity; the individual bidder will be jointly and severally liable with the business entity for payment.

**3. Maximum Bid.** As a Bidder, you agree that when using the Maximum Bid feature on the Site, you use it according to the specifications that Auctioneer has in place for that feature. You, as a Bidder, agree to only use this feature if you understand how the Maximum Bid feature works.

Example: If you enter a maximum bid of \$500.00, the system will automatically bid on your behalf up to your maximum bid. The online system will advance up to your maximum bid only when a bidder has placed a bid against your hidden maximum bid amount or higher than your maximum bid. The bidding will proceed in the bid increments that were established for that lot.

4. The highest and final bidder shall be designated at the end of each online auction. Auctioneer reserves the right to reopen bidding if a dispute arises between two or more bidders. The Auctioneer's designation of the winning bidder shall be final.

**5. Usage Termination.** This Site User Agreement constitutes a binding agreement between Bidder and Auctioneer until terminated by Auctioneer, which Auctioneer may do at any time, without notice, in Auctioneer's sole discretion. If Bidder dissatisfaction occurs with the auction sale in any way, Bidder's only recourse is to immediately discontinue use of the auction Site. Auctioneer reserves the right to terminate Bidder registration and use of the auction Site and impose limits on certain features of the auction Site or restrict Bidder's access to, or use of, part or the entire Site without notice or penalty.

**6. Dynamic Ending.** Each auction item in an online auction has a specific closing time and the ending time for each item is Dynamic (Extends Automatically) and will reset to 5 minutes if a bid is placed within the last 5 minutes of the item closing time. This will continue until there are no bids on that item for 5 minutes.

### **4. Electronic Notification**

Auctioneer emails a weekly newsletter or email blast notifying its bidders of the upcoming auctions and important information. If you are receiving a particular mailing and wish to discontinue receiving future mailings, simply forward the received email to Auctioneer to have your name promptly removed from our list or hit the **Safe Unsubscribed** link included in the email.

### **5. Payment and Settlement**

1. Payment for purchases must be made in full by cash, credit card, debit card, wire transfer, direct deposit, cashier's check, or money order made to Lemons Auctioneers, LLC Unless otherwise noted in a specific auction's terms and conditions through your **Bidder Login** area at **My Invoices** or by telephone at (281)357-4977 or (800)243-1113. Payment must be made within two (2) consecutive days, **(including weekends & holidays)** upon the conclusion of the online auction closing date. All accounts not paid in full by the stated deadline date for \$1,000.00 or less will be automatically charged through our payment gateway with the credit or debit card supplied by the Buyer. Bidders that do not pay for their purchases during the stated deadline may be permanently banned from future online auctions.

2. Buyer agrees that they shall not attempt a charge-back for any reason whatsoever if paying by credit card.

3. **Tax Exemption.** All buyers' invoices will include a sales tax amount of 8.25% per Texas State Law unless a **TAX-EXEMPT FORM** is supplied to Auctioneer prior to payment. The appropriate exemption form may be found in the useful forms area at [onlinepros.com](http://onlinepros.com). The form may be filled out and emailed to [lemons@lemonsauctioneers.com](mailto:lemons@lemonsauctioneers.com) or faxed to: (281)357-4974. All vehicles, trailers, and watercraft are exempt from sales tax to Auctioneer from the time of payment. Sales tax payment of all vehicles, trailers, and watercraft will be made to the proper authority by buyer upon receipt of all supporting documentation.

**Tax Exempt Forms:** Texas Sales and Use Tax Exemption Certificate, Timber Operation Exempt Use, Research Exempt Use, Farm/Agriculture Exempt Use, Texas Sales and Use Tax Resale Certificate

4. **The Texas Emissions Reduction Plan (TERP).** Buyers who purchase diesel powered off-road, heavy-duty equipment of 50 or more horsepower will be charged a two percent (2%) surcharge to applicable units. The TERP surcharge will be removed from buyer's winning invoice once tax exemption form is supplied to auctioneer.

5. **Buyer's Premium.** Buyers' invoice may include a **Buyer's Premium** charged to the buyer's total auction purchases and paid to auctioneer. See each online auction for Buyer's Premium information.

6. **Cash Discount.** Some specifically stated online auctions may offer up to a three percent (3%) cash, wire transfer, or direct deposit discount on buyer's total purchases. See **Special Information** on each online auction for availability or contact Auctioneer for availability.

7. Once payment has been processed a receipt will automatically be available in the bidder area under **My Invoices**.

8. Auctioneer reserves the right to resell any property not paid for immediately following the online auction item/lot's closing date. Failure to pay for item/lots won on the online auction will result in possible expenses incurred due to resale, collection and damages resulting from the resale.

**6. Seller/Owner Property Withdrawal and Bid Rejection**

1. Despite efforts to avoid the withdrawal of item/lots from the sale after they are listed it may sometimes be necessary.

2. The Owner/Sellers of property sold through this Site reserve the right to reject any and all bids, in their sole and absolute discretion.

**7. Owner/Seller Representation**

Lemons Auctioneers, LLC and Online Pros are acting as an agent for the Owner/Seller and all representations made by Auctioneer are made on behalf of the Owner/Seller. The Auctioneer will not be held responsible for the acts or representations of the Owner/Seller. Any action or recourse will be appointed to the Owner/Seller and not to the Auctioneer. Auctioneer is providing services as an independent contractor for the Owner/Seller only and is not responsible for statements made by other parties.

**8. Preview & Inspection**

The descriptions of item/lots appearing in the auction and in advertising prior to the auction are believed to be correct. Nevertheless, neither those descriptions nor any oral statements made by Owner/Seller or Auctioneer concerning any item/lot shall be construed as a warranty either express or implied. ITEM/LOTS ARE SOLD **"AS IS" - "WHERE IS and WITH ALL FAULTS"**. Bidder acknowledges that all item/lots were available for inspection prior to the auction and, by these terms, Auctioneer and Owner/Seller strongly encouraged Bidder to carefully inspect each item/lot in which Bidder had any interest to determine the item/lot's nature, quality, condition, quantity, and size. By engaging in the Online Auction, Bidder acknowledges that Bidder has relied solely on personal inspection and not on information listed on the Site or otherwise provided by Auctioneer or Owner/Seller. Bidder's failure to inspect, or otherwise be fully informed as to the nature, quantity and size of any item/lot will not constitute grounds for any claim, adjustment, refund, termination of the contract for sale, or refusal to close the sale, against Auctioneer or Owner/Seller.

1. Individuals assume all risk of damage of or loss to individual and property during auction preview and release the Seller and Lemons Auctioneers, LLC And Online Pros from liability

## 9. Removal

1. Merchandise becomes the full responsibility of Buyer at time of PAYMENT, and Buyer assumes all risk of loss and damage to property until removed from sale premises. Owner/Seller and Auctioneer agree that merchandise may remain on the sale premises for a specified period of time following the sale closing date. The date by which all merchandise must be removed from the premises is posted on any auction-by-auction basis, on the specific auction page. After the final removal date, a storage charge of \$10.00 per day, per item/lot may be charged by the Seller, if specified in the **Special Information** by Seller. If merchandise is not removed by the designated date, the ownership of the merchandise will revert back to the original Owner/Seller and the Owner/Seller may dispose of or resale the item/lot at their discretion. The default buyer's account will be suspended, and no refund will be available. No Exceptions.

2. No adjustment will be made with regard to merchandise inventory after item/lot has been removed from the premises or after the removal date posted by Auctioneer, whether or not the property has been removed. **All Sales are Final once items are removed from Owner/Sellers location.** Auctioneer reserves the right, for any reason, in its sole discretion, to terminate, change or suspend any aspect of the auction sale.

3. No merchandise will be released from the Owner/Sellers premises until full payment has been received by auctioneer. This will be strictly enforced. Buyers must show proof of purchase to Seller by presenting a copy of their official Paid Invoice and proper Identification upon entry of the Sellers premises. Buyers using a service for the removal of their merchandise must supply Owner/Seller and Auctioneer with a signed letter of authorization and a copy of the paid receipt. A letter of authorization may be found on Auctioneers website at [www.onlinepros.com](http://www.onlinepros.com) under **Auction Resources**.

4. All successful bidders are responsible for the loading and removal of all merchandise from its present location as indicated on the website at [www.onlinepros.com](http://www.onlinepros.com) per each auction in **Special Instructions**.

The Owner/Seller does not provide transportation, lifting, towing, and hauling, or any other method required for the removal or transportation of Buyers purchased item/lots.

The Owner/Seller is not responsible for damages upon employee assistance (if available) concerning removal. Bidders must unload and pick up their complete pallets, bring their own plastic wrap, and other equipment as needed unless otherwise specified in the Special Conditions of each online auction.

5. There will be no trading or sales between buyers on the Owner/Sellers premises.

6. All item/lots must be removed in their entirety. Items that are abandoned or not picked up without written approval from the Owner/Seller may possibly result in the bidder being banned from bidding on future auctions.

7. All bidders are solely responsible for supplying their own batteries, tires or tire repair, fuel, propane tanks, repairs on vehicles, trucks, buses, or heavy equipment away from Owner/Sellers premises.

8. Any Buyer discrepancies must be reported at the **Seller's Physical Location** at time of removal (no exceptions).

## 10. Vehicle & Trailer Titles

1. Buyer's title will be issued to Buyer once full payment has been received within 10 business days.

2. Vehicle title may be subject to any restrictions as stated in the item description on auctioneer's website.

3. Auctioneer and Owner/Seller will not issue any open titles. No exceptions. Auctioneer will contact buyer immediately to confirm title information via electronic correspondence or by verbal communication. All titles are mailed by UPS, Fed X, or Priority Mail through the United States Post Office. A signature will be required for receipt of titles. Titles may be also picked up in person at Lemons Auctioneers, 18810 Juergen Rd., Tomball, Texas 77377, by appointment only.

4. Title(s) will be processed with the information you provide. Changes and/or Revisions will not be made after title is processed & mailed! There will be a \$50 title replacement fee for lost titles that have been delivered to the address provided.

## **11. NO WARRANTY**

The Site User Agreement constitutes the final expression of the parties' agreement and a complete and exclusive statement of the terms of the sale. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE SPECIFICALLY EXCLUDED from the merchandise that is offered for sale or sold, this sale and all transactions in connection therewith. Auctioneer does not have control over the item/lots that are posted in the Site and cannot guarantee the authenticity and quality of said product. Auctioneer is not responsible for the actions of the Owner/Sellers and Buyers taken before, during, and after the auction, typographical errors, misprints, loss of merchandise/money, damage, or failure of equipment, due to your visit to this auction site. Use of this site is at your own risk. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.

## **12. Indemnification**

Bidder accepts responsibility for and agrees to indemnify, defend and hold harmless each Owner/Seller and Auctioneer and their employees, governing body, officers, owners, affiliates, subsidiaries, directors, agents and representatives from and against any and all claims, losses, damages, liabilities, judgments, fees, accosts and expenses (including reasonable attorneys' fees and expenses) related to, arising from or associated with Buyer's, his agents or representatives, use of the Site including but not limited to personal injuries or property damage incurred on the sale premises or during removal and transport of any auction item/lots, and arising out of, based upon, or resulting from any breach or violation by Bidder of this Site User Agreement or any use by Bidder of the Site or as a result of a dispute with another Bidder.

## **13. Company Trademarks**

The logos for Lemons Auctioneers and Online Pros are registered trademarks. The Logos may not be reproduced by any means or in any form whatsoever without written permission.

## **14. Service Interruption Liability Disclaimer**

Lemons Auctioneers, LLC, nor any of its sellers, agents, or any provider or third party vendor will be liable for nor have any responsibility for any loss or damage incurred in the event of any failure, and cannot, and will not, be held responsible for any interruption in service, errors, and/or omissions, caused by any means and does not guarantee continual, uninterrupted or error free service or use of the Site. Bidder acknowledges that this auction is conducted electronically and relies on hardware and software that may malfunction without warning. The Auctioneer and Owner/Sellers in the event of a service interruption, in their sole discretion, may terminate any sale and declare all bids in those auctions null and void, temporarily suspend bidding, and relist and restart affected auctions at the original online starting bid or the high bid at the time-of-service interruption or any action deemed necessary by Auctioneer or Owner/Seller. The decision by Auctioneer or Owner/Seller will be final without recourse or liability.

## **15. Bidder Software Use**

You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy the Site or the content contained herein without our prior, express written permission. You agree that you will not use any device, software, or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from the Site without prior, express written permission of Auctioneer. THE SITE IS PROVIDED ON AS "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPOSED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.

## **16. Disclaimer**

1. No legal advice is intended or implied by anything contained with the Site. No obligation, liability, responsibility, accountability, or burden in undertaken, assumed, or otherwise imposed by maintaining the Site

2. Any controversy or claim arising out of or relating to this Site User Agreement shall be

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|     |                                   | <p>settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Houston, Harris County, Texas, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Auctioneer may seek any interim or preliminary relief from a court of competent jurisdiction in Texas necessary to protect the rights or property of Auctioneer pending the completion of arbitration. You and Auctioneer are independent contractors, and no agency, partnership, joint venture, employee, or franchisor-franchisee relationship is intended or created by the Agreement.</p> <p>3. The Site User Agreement and any disputes arising out of or related to the Site shall be governed by and construed and enforced in accordance with, the laws of the State of Texas applicable to contracts entered into and to be performed entirely within the State of Texas. If any provision of the Site User Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Auctioneer's failure to act with respect to a breach by you or others does not waive the right to act with respect to subsequent or similar breaches. This Site User Agreement sets for the entire understanding and agreement between us with respect to the subject matter hereof. By using this Site, you consent to jurisdiction of the State of Texas and venue of all matters in Harris County, Texas.</p> <p>Revised 1/8/2015<br/> TDLR #7341 Lori Lemons Campbell, #12437 Jackie Lemons Shillingburg<br/> Complaints for auction companies should be directed to Texas Department of Licensing &amp; Regulation, P.O. Box 12157, Austin, Texas 78711<br/> website: <a href="http://www.tdlr.texas.gov">www.tdlr.texas.gov</a> * email: <a href="mailto:cs.auctioneers@tdlr.texas.gov">cs.auctioneers@tdlr.texas.gov</a> * (512)463-6599</p> |                                                                                       |
| 100 | (Lot) Traffic Control Barricades  | <p>(Approx. 20) With Base Used<br/> Various Conditions<br/> - Current Condition Unknown</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |   |
| 101 | (Lot) Traffic Control Barricades  | <p>(Approx. 20) With Base Used<br/> Various Conditions<br/> - Current Condition Unknown</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| 102 | (Lot) Traffic Control Barricades  | <p>(Approx. 20) With Base Used<br/> Various Conditions<br/> - Current Condition Unknown</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| 103 | (Lot) Channelizer Cone Barricades | <p>(Approx. 5) With Base Used<br/> Various Conditions<br/> - Current Condition Unknown</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| 104 | (1) Hydraulic Hammer              | <p>Mfg. Copco Construction Tools<br/> Type PSC 750<br/> SN: 0302<br/> Wt. Approx. 680KG<br/> Year: 2007<br/> - Current Condition Unknown</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |