Terms and Conditions

ONLINE REAL ESTATE AUCTION
4401 Black Horse Pike, Washington Township, NJ (Block 114 Lot 3)
Begins Friday, November 13, 2026 @ 10:00am ET and closes Thursday, November 19, 2026 @ 11:00 am

1. **START/END DATES AND TIMES:**
The Online Real Estate Auction ("Online Auction" or "Auction") shall begin on Friday, November 13, 2026 at 10:00 AM ET and will end on Thursday, November 19, 2026 at 11:00 AM ET.

2. **ONLINE AUCTION REGISTRATION:**
Registration is required to become a qualified and eligible online bidder ("Bidder"). To register, a prospective Bidder must:
(a) Complete the Online Bidder Registration Form providing Bidder's full name, company name, residence/business addresses with telephone numbers, cellular telephone number, facsimile number, email address, a copy of a State valid driver's license number or a valid passport, and the name(s) and / or entity in which the Bidder will take title to the Property.
(b) Bidders must wire into Reliant Land Services, LLC (the "Escrow / Settlement Agent"), via a Federal wire transfer in U.S. Funds (not an ACH Credit) a $25,000 initial escrow deposit no later than Wednesday, November 18, 2026 at 11:00 AM ET (twenty-four hours in advance of the Auction's end time of 11:00 AM ET on Thursday, November 19, 2026). Contact Warner Real Estate & Auction Company for wiring instructions via email rich@warnerrealtors.com or call 856-769-4111, Ext. 710. All wired deposits must be verified by Warner Real Estate & Auction Company prior to being approved to bid.
(c) Complete the Return of Initial Escrow Deposit Form.
(d) Sign/Date/Time an acknowledgment that the Bidder has read and agrees to be bound by these General Terms and Conditions of Sale.
(e) Execute the Online Bidder Contract.
(f) Return the required four (4) executed documents to Warner Real Estate & Auction Company, 53 East Avenue, Woodstown, New Jersey, 08098; Email: rich@WarnerRealtors.com no later than 11:00 AM ET, Wednesday, November 18, 2026.

3. SUCCESSFUL BID, TOTAL PURCHASE PRICE (INCLUDES BUYER'S PREMIUM), ESCROW DEPOSIT, REAL ESTATE SALES CONTRACT/ADDENDUMS:
(a) If the Seller by and through Warner Real Estate & Auction Company ("Auctioneer") accepts a bid ("Successful Bid") for the Property, then the successful Bidder will be required to execute, as Buyer ("Buyer") (i) the Real Estate Sales Contract and its Addendums ("Contract"), which has been previously furnished to Bidder, immediately following the bidding and / or no later than the conclusion of the Online Auction, with no changes / exceptions (ii) initiate a wire transfer for an Additional Escrow Deposit equal to the difference between 15% of the Total Purchase Price and the Initial Escrow Deposit, to the Escrow / Settlement Agent, Reliant Land Services, LLC. Bidder will have no later than twenty-four (24) hours following the end of the Auction to execute and return the Contract and initiate the wire transfer. If the Successful Bidder does not initiate the wire for the Escrow Deposit as stated above and execute and return the Contract within twenty-four (24) hours from the end of the Auction, they will be considered in default and the $25,000 initial escrow deposit will be forfeited and considered as liquidated damages.
(b) The amount of (i) the Successful Bid AND (ii) 10% of the Successful Bid ("Buyer's Premium"), added together, will be the Total Purchase Price ("Total Purchase Price") for the Property to be purchased by the Buyer under the Contract together with closing costs as further provided in the Contract.

4. CLOSING AND PAYMENT OF PURCHASE PRICE:
(a) **The Closing ("Closing") will be on or before Monday, December 21, 2026**. Seller shall only have the right to extend the Closing for an additional thirty (30) calendar days by providing written notice to the Buyer. The Closing will be coordinated and administered through the offices of the Escrow / Settlement Agent; Reliant Land Services, LLC; 591 Mantua Boulevard, #201, Sewell, NJ 08080; Phone: 856-312-3033.
(b) The remaining balance of the Total Purchase Price will be due and payable by Buyer at Closing by Wire Transfer of immediately available funds, pursuant to written instructions from the Escrow Agent / Settlement Agent. Buyer shall receive credit for the Escrow Deposits which shall be released from escrow and applied by the Escrow Agent / Settlement Agent towards the Total Purchase Price at Closing.
(c) Time shall be of the essence as to Buyer's obligations in these General Terms and Conditions and as described in the Contract.

5. TITLE INSURANCE and ZONING:
(a) The Seller will provide, at the cost to Buyer, an Owner's Title Commitment and Policy on the Property through the Escrow / Settlement Agent. **The Title Commitment and the Premium for the Owner's Title Policy shall be paid by the Buyer.** The Commitment and Owner's Title Insurance Policy shall be issued by the Settlement Agent from Reliant Land Services LLC.
(b) Except as provided for herein, it is understood and agreed that fee simple title to the Property is being sold to the Buyer without representation or warranty and subject to the Permitted Exceptions.
(c) The Seller will convey title by a General Warranty Deed ("Deed").

(d) Title to the Property will be subject to the exceptions set forth in the proposed Commitment ("Permitted Exceptions"). Buyer agrees to take title to the Property subject to the Permitted Exceptions, among other matters as described in these General Terms and Conditions of Sale and in the Contract.
(e) Buyer agrees that the Property is subject to all laws, ordinances, codes, rules and regulations of applicable governmental authorities pertaining to the ownership, use and occupancy of the Property including, but not limited to, zoning, land use, building codes, homeowner association documents / fees, if any, and agrees to take title subject to such matters, and the following permitted exceptions: (i) all covenants, restrictions, easements and agreements of record now on the Property; (ii) all liens for unpaid municipal charges not yet due; (iii) the state of facts which would be shown by a current survey or inspection of the Property; (iv) any matter created by or through Buyer; (v) any title matters which Buyer has accepted or is deemed to have accepted as set forth in the Contract and (vi) such other matters that will not make the Property unusable or unmarketable for Residential purposes.
(f) Seller is not providing to Buyer any survey of the Property. In the event Buyer desires to obtain a survey of the Property, Buyer will be solely responsible to obtain, and pay for, such survey without reducing the proceeds of the Total Purchase Price payable to Seller at the Closing. Buyer shall not have the right to terminate the Contract based upon the results of the survey.

6. BUYER'S ACKNOWLEDGEMENTS:

(a) The sale of the Property is an "ALL CASH" transaction and shall not be subject to any contingencies or post due diligence.
(b) The Seller and Warner Real Estate & Auction Company and their representatives, attorneys, agents, and sub-agents assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and materials. The Seller and Warner Real Estate & Auction Company, and their representatives, attorneys, agents, and sub-agents, make no representation or guarantee as to the accuracy of the information herein contained or in any other property listing or advertising or promotional/publicity statements and materials. Neither Warner Real Estate & Auction Company, nor the Seller has any obligation to update this information. Neither Warner Real Estate & Auction Company nor the Seller, their Agents and Sub-Agents, attorneys, Escrow Agent / Settlement Agent, representatives, members, managers or affiliates has any liability whatsoever for any oral or written representations, warranties, or agreements relating to a Property except as is expressly set forth in the Contract.
(c) **The Property is sold in its "AS IS AND WHERE IS" condition, and with all faults and defects, with no representations or warranties, express or implied.** All Bidders are encouraged to inspect the Property prior to placing any bid at the Online Auction and the Successful Bidder, as Buyer, acknowledges that it has had a reasonable opportunity to inspect and examine all aspects of the Property and make inquiries of applicable governing authorities pertaining to such matters in connection with the Property as Buyer has deemed necessary or desirable prior to the Online Auction. Bidders should review all applicable zoning, land use, code compliance, environmental matters, physical condition, and any and all other governmental statutes, ordinances, rules, laws and regulations and do such other due diligence in advance of execution of this document and all of the accompanying documents in connection with the purchase of the Property ("Governing Documents"). Please review all Governing Documents carefully and seek the advice of an attorney.
(d) Competitive bidding is an essential element of an Online Auction sale, and such a sale should be conducted fairly and openly with full and free opportunity for competition among bidders. Any conduct, artifice, agreement, or combination the purpose and effect of which is to stifle fair competition and chill the bidding, is against public policy and will cause the sale to be set aside. Collusion / Bid Rigging is a Federal Felony punishable by imprisonment and fine. Warner Real Estate & Auction Company will report all illegal conduct to the F.B.I. and cooperate with any prosecution.
(e) The Property may be withdrawn from the Online Auction at any time without notice and is subject to prior sale.
(f) Seller, in its absolute sole discretion, reserves the right to amend, negotiate, modify, or add any terms and conditions to these General Terms and Conditions of Sale, the Contract and to announce such amendments, modifications, or additional terms and conditions at any time, including during this Online Auction.
(g) The highest bid shall be the Successful Bid only if same is acceptable to and accepted by Seller, by and through the Auctioneer via this Online Auction, and as evidenced by Seller and the Successful Bidder, as Buyer, each executing the Contract.
(h) Back-up bids will be recorded and received by Seller in Seller's absolute discretion. Should the Property not close with the Buyer or should the Buyer not comply with any term or condition of any document executed by Buyer in connection with the Property, the Seller will have the option, but not the obligation, to pursue back-up bids.
(i) **If you are unsure about anything regarding the Property or the Governing Documents, DO NOT PLACE A BID or participate in the Online Auction.** Review of the Governing Documents and all the terms and conditions as well as a review of the Property before making any bids is strongly recommended and you will be deemed to have done so on execution of these General Terms and Conditions of Sale.
(j) At the close of this Online Auction, upon the acceptance of the Purchaser's bid is an acknowledgment that such bid is the highest bid, at which time it became a binding agreement to purchase the Property. Whether such bid is accepted is subject to this Agreement, including any announcements/notices made by the Auctioneer. Thereafter, you may not withdraw your bid and you are obligated to execute the Contract.
(k) In the event a conflict exists between the Contract and the General Terms and Conditions of Sale, then, (i) prior to Buyer's execution and delivery of the Contract, the terms of the General Terms and Conditions of Sale shall govern and control and (ii) following Buyer's execution and delivery of the Contract, the terms of the Contract shall govern and control over the General Terms and Conditions of Sale.

7. ANNOUNCEMENTS / NOTICES:
All announcements/notices provided to the bidders shall supersede and take precedence over all previously written or printed material and any other oral statements made; provided however that the Auctioneer shall not be authorized to make any representation or warranty (express or implied) with respect to the Property. The Auctioneer has the sole and absolute discretion to make any announcements via this Online Auction, including but not limited any announcements that may amend or alter these Online Auction terms, conditions, or procedures that were previously set forth in written materials. In the event of a dispute over the bidding process, the Auctioneer shall make the sole and final decision and will have the right either to accept or reject the final bid or re-open the bidding.

8. DEFAULT:
If the Buyer fails to comply with any of these General Terms and Conditions of Sale, the Seller shall retain the required Initial and Additional Escrow Deposits, which shall be considered fully earned and non-refundable, under this Agreement and / or the Contract as liquidated damages and not as a penalty. The Escrow Agent / Settlement Agent must immediately release the Initial and Additional Escrow Deposits upon request of the Seller. Buyer acknowledges and understands that this provision is enforceable and shall not be deemed a penalty because the damages are not readily ascertainable and generally impossible to calculate under the circumstances. Upon Default and notice of same by Seller to Escrow Agent / Settlement Agent, Buyer understands and agrees to the immediate release of the Initial and Additional Escrow Deposit funds to the Seller by Escrow Agent / Settlement Agent without the requirement of further documentation or consent from Buyer. Warner Real Estate & Auction Company and the Seller also reserve the right to immediately put the Property up for sale again. These remedies are in addition to any other remedies, including specific performance and/or additional money damages that the Seller and/or Warner Real Estate & Auction Company may have in equity or at law.

9. REPRESENTATIONS:
All information was derived from sources believed to be correct but is not guaranteed. Bidders shall rely entirely on their own information, judgment, and inspection of the Property and records. Neither the Seller nor Warner Real Estate & Auction Company, its Agents makes any representation or warranties as to the accuracy or completeness of any information provided. All sizes, dimensions, drawings are approximations only.

10. BROKER PARTICIPATION:
Two Percent (2%) of the Final Bid Price will be paid to a qualified Licensed Real Estate Broker ("Broker") whose registered Buyer's offer is accepted by the Seller and closes on the Property, provided the Broker is not prohibited by law from being paid such commission. To qualify for a commission, the Broker must first register their prospect on the MANDATORY REAL ESTATE BUYER BROKER PARTICIPATION REGISTRATION form**. The form must be received by the office of Warner Real Estate & Auction Company no later than 11:00 AM, ET Wednesday, November 18, 2026.** This registration MUST be sent to Warner Real Estate & Auction Company, 53 East Avenue, Woodstown, NJ 08098. Brokers may fax their broker registration(s) to 856-769-1771 or email to Warner Real Estate & Auction Company has been paid in full. Brokers are not required to attend the Closing. If a Broker has not met all of these requirements, no commission will be paid to the Broker, even if the Broker's prospect purchases the Property. No oral registrations will be accepted. Under no circumstances will any commission be paid if the sale does not close for any reason.

11. FINAL BID PRICE:
The final bid price for the Property shall be determined by competitive bidding at the Auction. The Property is being sold to the highest bidder with the highest bid being subject to the Seller's final approval and acceptance of price, plus the ten percent (10%) Buyer's Premium and is subject to the terms and conditions of the Governing Documents.

12. ACKNOWLEDGMENT AND ACCEPTANCE:
The Undersigned Bidder acknowledges receipt of a copy of these General Terms and Conditions of Sale and having read and understood the provisions set forth therein, accepts same and agrees to be bound thereby. Facsimile or electronic signatures will be treated and considered as original.

13. INDEMNIFICATION:
Buyer shall defend, indemnify, and hold harmless Seller, the Auctioneer, Warner Real Estate & Auction Company, their officers, directors, employees, and agents, from and against any and all claims, demands, causes of action, costs, liabilities, losses, damages, and expenses (including reasonable attorneys and expert witness fees and expenses) (collectively, "Claims"), and by whomever brought, to the extent arising out of or in any way related to (i) the sale of, (ii) the performance of the parties' obligations under this Agreement; (iii) the physical condition and quality (and express or implied representations regarding such condition and quality) of the Property or any portion thereof, (iv) any breach of these General Terms and Conditions of Sale, Governing Documents, or the Contract; (v) any claim arising from the sale of the Property; (vi) any claim arising from Buyer's participation in the Online Auction; or (vii) any other act, omission or representation by Buyer.

14. HOLD HARMLESS:
Warner Real Estate & Auction Company cannot, and will not, be held responsible for any interruption in service, bidding extension times, errors, and/or omissions, caused by any means, therefore they cannot guarantee continual, uninterrupted or error free service as the website could be interfered with by means out of Warner Real Estate & Auction Company's control. Bidder acknowledges that this Online Auction is conducted electronically and relies on hardware and software that may malfunction without warning. Warner Real Estate & Auction Company may void any sale, temporarily suspend bidding, extend bidding times and/or re-sell the Property that was affected by any malfunction. The decision of Warner Real Estate & Auction Company is final.

15. GOVERNING LAW /JURISDICTION/VENUE:
This Agreement shall be construed, enforced and governed by the laws of the State of New Jersey, without regard to choice of law and similar doctrines. The parties consent to jurisdiction in the State of New Jersey and venue, for any litigation arising out of this Agreement.

16. WAIVER OF JURY TRIAL:
EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

17. ATTORNEY'S FEES:
If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret any provision or provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, whether at the trial court and appellate level, in addition to all other costs associated with the action whether or not the action advances to judgment, in addition to any other relief to which that party may be entitled.

18. ENTIRE AGREEMENT:
This Agreement embodies the entire agreement between the parties relative to the subject matter, and there are no oral or written agreements between the parties, or any representations made by either party relative to the subject matter, which are not expressly set forth herein. To the extent that any of the terms or provisions contained herein differs or conflicts with those contained within the Contract, the Contract shall control.

19. BUYER LEASE BACK:
Seller and Buyer agree that the Buyer shall lease back the property to Seller for the monthly rental of $2,500.00 for the term of 120 days from the date of closing with a Seller option of an additional 120 days. Seller shall vacate the property after the term expires. It is agreed that the sale does not include any personal property owned by Seller unless agreed to in writing and signed by both parties. The parties agree that Seller shall not be responsible for any repairs not caused by Sellers actions. Seller shall pay for utilities only during the term of the lease.

THE BIDDER ACKNOWLEDGES AND AGREES THAT THE BIDDER HAS READ ALL OF THE TERMS AND CONDITIONS AND EACH OF THE TERMS AND CONDITIONS CONTAINED IN THE GOVERNING DOCUMENTS AND AGREES TO BE BOUND TO SAME BY BIDDER'S SIGNATURE BELOW.

Bidder's Signature	**Date**	**Time**