APPLIANCE DEPOT ONSITE ONLINE ONLY AUCTION

Now thru Sunday, October 9th Closing @ 3pm Location: 2424 W. University Dr. Tempe, AZ 85281 Preview Thursday, October 6th, from 10am-2pm

Inventory Surplus of Maytag, Frigidaire, Whirlpool, Samsung, Bosch, Kenmore, LG, GE, & more!

20% Buyer's Premium No Matter the Payment Type

- 1. Buyer must present a PAID Invoice at time of pick up to receive your item(s).
- 2. **Acceptable Payments:** Cash, Wire Transfer, Direct Deposit, Cashier's Check, Debit, or Credit Card.

ALL PAYMENT TYPES ARE SUBJECT TO A BUYER'S PREMIUM OF 20%

- 3 Buyer must pay the applicable sales taxes per Arizona State Law unless Seller has been provided with a valid Transaction Privilege Tax License and a completed Arizona Form 5000 Transaction Privilege Tax Exemption Certificate covering the class of goods purchased PRIOR TO the auction.
- 4. Payments Due by Wednesday, October 12th from 8am–3pm @ Sierra Auction, Located at 3570 Grand Ave, Phoenix AZ 85019. Office hours are 8am 3pm. Late Payment charges of 3% of the outstanding balance start Thursday, Oct. 13th 2016. Late Payments are accepted from 8am-12pm on Thursday, Oct. 13th. Items are no-saled after 12pm.
- Load Out: October 10th-14th from 10am-4pm. All Items not picked up by 4:00 pm Friday, Oct. 14th will be considered abandoned and returned to the owner. To ensure the quality of your purchase, REMOVE YOUR ITEMS IMMEDIATELY.
- 6. No Children Under 13 Years of Age Permitted.

To make payments online, please visit us online at www.SierraAuction.com and click "Make A Payment" in our navigation bar.

Online Bidding Available at www.SierraAuction.com

APPLIANCE DEPOT ONLINE ONLY AUCTION

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| LOT NO. | QTY | DESCRIPTION | BID AMT. | | |
| 400 | 1 | GE Profile Double Electric Oven #JT955S0K4SS Inventory # 540667 | | | |
| 401 | 1 | IN-AIR Expressions Double Electric Oven # /30430W Inventory # 540668 | | | |
| 402 | 1 | WHIRLPOOL Double Electric Oven #RBD306PDB11 Inventory # 540669 | | | |
| 403 | 1 | JENN-AIR Stainless Steel Double Electric Oven #WW30430P Inventory # 540670 | | | |
| 404 | 1 | KITCHENAID SUPERBA 30 Double Electric Oven #KEBS207BBL2 Inventory # 540671 | | | |
| 405 | 1 | THERMADOR Convection Micro Thermal Double Electric Oven #CMT227N Inventory # 540672 | | | |
| 406 | 1 | FRIGIDAIRE Double Electric Oven #GLEB30T8CSA Inventory # 540673 | | | |
| 407 | 1 | DACOR Double Electric Oven (Unknown Model) Inventory # 540674 | | | |
| 408 | 1 | G.E Gas Dryer #DWSR483GB2WW Inventory # 540675 | | | |
| 409 | 1 | G.E Extra Large Gas Dryer #DBXR453GA2WW Inventory # 540676 | | | |
| 410 | 1 | ROPER 4-Burner Electric Range #FES330KQ Inventory # 540677 | | | |
| 411 | 1 | LG Bottom Freezer Refrigerator #LRBN20512WW Inventory # 540678 | | | |
| 412 | 1 | KENMORE Side By Side Refrigerator #795.51312.014 Inventory # 540679 | | | |
| 413 | 1 | FISHER & PAYKEL Electric Dryer #DE08-US1 (Missing Plug) Inventory # 540680 | | | |
| 414 | 1 | SAMSUNG Bottom Freezer Refrigerator (Unknown Model) Inventory # 540681 | | | |
| 415 | 1 | AMANA Bottom Freezer Refrigerator #BX21TW Inventory # 540682 | | | |
| 416 | 1 | G.E Side By Side Refrigerator # PSS26MGPA Inventory # 540683 | | | |
| 417 | 1 | KENMORE Front Load Washer Machine #417.40052990 Inventory # 540684 | | | |
| 418 | 1 | G.E Side By Side Refrigerator # GSHF5KGXCCCC Inventory # 540685 | | | |
| 419 | 1 | WHIRLPOOL Side By Side Refrigerator # ED25TOXFW01 Inventory # 540686 | | | |
| 420 | 1 | G.E Profile Side By Side Refrigerator # PSS26MGPAC (Missing Ice Maker) Inventory # 540687 | | | |
| 421 | 1 | HOTPOINT Side By Side Refrigerator # HSS251FMDWW (Missing Ice Maker) Inventory # 540688 | | | |
| 422 | 1 | G.E Side By Side Refrigerator # TFX27R Inventory # 540689 | | | |
| 423 | 1 | AMANA Side By Side Refrigerator # SBD2OHW Inventory # 540690 | | | |

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| LOT | OTV | DESCRIPTION | BID AMT. | | | |
| NO . | 1 | LG French Door Bottom Freezer Refrigerator (Missing | | | | |
| 424 | ' | Front Water/Ice Dispenser) Inventory # 540691 | | | | |
| 425 | 1 | KENMORE Side By Side Refrigerator (Missing Ice Maker) Inventory # 540692 | | | | |
| 426 | 1 | KENMORE Side By Side Refrigerator (Missing Ice Maker) Inventory # 540693 | | | | |
| 427 | 1 | MAYTAG Commercial Quality Electric Dryer Inventory # 540694 | | | | |
| 428 | 1 | G.E Heavy Duty Electric Dryer Inventory # 540695 | | | | |
| 429 | 1 | G.E Double Door Refrigerator Inventory # 540696 | | | | |
| 430 | 1 | HOTPOINT Side By Side Refrigerator Inventory # 540697 | | | | |
| 431 | 1 | DAEWOO Front Loading Gas Dryer Inventory # 540698 | | | | |
| 432 | 1 | SAMSUNG Front Loading Gas Dryer Inventory # 540699 | | | | |
| 433 | 1 | FRIGIDAIRE Electric Dryer Inventory # 540700 | | | | |
| 434 | 1 | FRIGIDAIRE Heavy Duty Front Load Washer Inventory # 540701 | | | | |
| 435 | 1 | WHIRLPOOL Side By Side Refrigerator Inventory # 540702 | | | | |
| 436 | 1 | WHIRLPOOL GOLD Side By Side Refrigerator Inventory # 540703 | | | | |
| 437 | 1 | G.E MONOGRAM Stainless Steel Side By Side Refrigerator Inventory # 540704 | | | | |
| 438 | 1 | JENN-AIR Side By Side Refrigerator #JS48FBDBDA Inventory # 540705 | | | | |
| 439 | 1 | G.E MONOGRAM Stainless Steel Side By Side Refrigerator Inventory # 540706 | | | | |
| 440 | 1 | WHIRLPOOL Heavy Duty Electric Dryer (Missing Plug) Inventory # 540707 | | | | |
| 441 | 1 | PERFORMA BY MAYTAG Gas Dryer Inventory # 540708 | | | | |
| 442 | 1 | G.E Electric Dryer Inventory # 540709 | | | | |
| 443 | 1 | WHIRLPOOL Electric Dryer Inventory # 540710 | | | | |
| 444 | 1 | KENMORE Gas Dryer Inventory # 540711 | | | | |
| 445 | 1 | FRIGIDAIRE Front Load Washer Machine Inventory # 540712 | | | | |
| 446 | 1 | KENMORE ELITE Gas Dryer Inventory # 540713 | | | | |
| 447 | 1 | G.E Front Load Washer Machine Inventory # 540714 | | | | |
| 448 | 1 | FRIGIDAIRE Electric Dryer Inventory # 540715 | | | | |
| 449 | 1 | WHIRLPOOL CABRIO Gas Dryer Inventory # 540716 | | | | |
| 450 | 1 | FRIGIDAIRE Heavy Duty Gas Dryer Inventory # 540717 | | | | |

APPLIANCE DEPOT ONLINE ONLY AUCTION

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| LOT NO. | ОТУ | DESCRIPTION | BID AMT. |
| 451 | 1 | KENMORE 800 Heavy Duty Gas Dryer Inventory # 540718 | AWII. |
| 452 | 1 | G.E Profile Harmony Electric Dryer (Missing Plug) Inventory # 540719 | |
| 453 | 1 | WHIRLPOOL Gas Dryer Inventory # 540720 | |
| 454 | 1 | FRIGIDAIRE Front Load Washer Machine Inventory # 540721 | |
| 455 | 1 | MAYTAG EPIC Z Gas Dryer Inventory # 540722 | |
| 456 | 1 | KENMORE Electric Dryer Inventory # 540723 | |
| 457 | 1 | KENMORE ELITE HE3 Electric Dryer (Missing Plug) Inventory # 540724 | |
| 458 | 1 | AMANA Electric Dryer Inventory # 540725 | |
| 459 | 1 | MAYTAG Gas Dryer Machine Inventory # 540726 | |
| 460 | 1 | MAYTAG Gas Dryer Machine Inventory # 540727 | |
| 461 | 1 | MAYTAG Electric Dryer Machine Inventory # 540728 | |
| 462 | 1 | MAYTAG NEPTUNE Gas Dryer Machine Inventory # 540729 | |
| 463 | 1 | MAYTAG Gas Dryer Machine Inventory # 540730 | |
| 464 | 1 | FRIGIDAIRE Electric Dryer Machine (Missing Plug) Inventory # 540731 | |
| 465 | 1 | G.E Gas Dryer Machine Inventory # 540732 | |
| 466 | 1 | BOSCH AXXIS Condensation Dryer Inventory # 540733 | |
| 467 | 1 | FRIGIDAIRE Heavy Duty Electric Dryer Inventory # 540734 | |
| 468 | 1 | WHIRLPOOL SENSEON Gas Dryer Inventory # 540735 | |
| 469 | 1 | FRIGIDAIRE Gallery Heavy Duty Electric Dryer Inventory # 540736 | |
| 470 | 1 | KENMORE ELITE Gas Dryer Inventory # 540737 | |
| 471 | 1 | FRIGIDAIRE Heavy Duty Electric Dryer (Missing Plug) Inventory # 540738 | |
| 472 | 1 | WHIRLPOOL Heavy Duty Top Load Washer Machine Inventory # 540739 | |
| 473 | 1 | KENMORE Front Load Washer Machine Inventory # 540740 | |
| 474 | 1 | KENMORE ELITE Gas Dryer Machine Inventory # 540741 | |
| 475 | 1 | KENMORE ELITE Gas Dryer Machine Inventory # 540742 | |
| 476 | 1 | KENMORE ELITE Gas Dryer Machine Inventory # 540743 | |
| 477 | 1 | WHIRLPOOL Gas Dryer Machine Inventory # 540744 | |

| LOT NO. | QTY | DESCRIPTION | BID AMT. |
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| 478 | 1 | FRIGIDAIRE AFFINITY Gas Dryer Machine Inventory # 540745 | |
| 479 | 1 | WHIRLPOOL Front Load Washer Machine Inventory # 540746 | |
| 480 | 1 | KENMORE Heavy Duty Gas Dryer Machine Inventory # 540747 | |
| 481 | 1 | KENMORE Heavy Duty Electric Dryer Machine (Missing Plug) Inventory # 540748 | |
| 482 | 1 | WHIRLPOOL Heavy Duty Electric Dryer Machine (Missing Plug) Inventory # 540749 | |
| 483 | 1 | WHIRLPOOL Front Load Washer Machine Inventory # 540750 | |
| 484 | 1 | WHIRLPOOL Gas Dryer Machine Inventory # 540751 | |
| 485 | 1 | WHIRLPOOL Gas Dryer Machine Inventory # 540752 | |
| 486 | 1 | WHIRLPOOL Gas Dryer Machine Inventory # 540753 | |
| 487 | 1 | WHIRLPOOL Front Load Washer Machine Inventory # 540754 | |
| 488 | 1 | WHIRLPOOL Gas Dryer Machine Inventory # 540755 | |
| 489 | 1 | WHIRLPOOL Gas Dryer Machine Inventory # 540756 | |
| 490 | 1 | WHIRLPOOL Gas Dryer Machine Inventory # 540757 | |
| 491 | 1 | WHIRLPOOL Gas Dryer Machine Inventory # 540758 | |
| 492 | 1 | BOSCH Front Load Washer Machine Inventory # 540759 | |
| 493 | 1 | BOSCH Nexxt 500 Series Gas Dryer Machine Inventory # 540760 | |
| 494 | 1 | BOSCH Nexxt Electric Dryer Machine Inventory # 540761 | |
| 495 | 1 | BOSCH Nexxt 100 Series Front Load Washer Machine Inventory # 540762 | |
| 496 | 1 | BOSCH Nexxt Premium Electric Dryer Machine Inventory # 540763 | |
| 497 | 1 | THERMADOR Dishwasher Machine Inventory # 540764 | |
| 498 | 1 | JENN-AIR Dishwasher Machine (Missing Racks) Inventory # 540765 | |
| 499 | 1 | THERMADOR Dishwasher Machine Inventory # 540766 | |
| 500 | 1 | G.E Dishwasher Machine (Missing Racks) Inventory # 540767 | |
| 501 | 1 | JENN-AIR Stainless Steel Dishwasher Machine (Missing Racks) Inventory # 540768 | |
| 502 | 1 | BOSCH Dishwasher Machine Inventory # 540769 | |

APPLIANCE DEPOT ONLINE ONLY AUCTION

| LOT NO. | QTY | DESCRIPTION | BID AMT. |
|------------|-----|---|-------------|
| 503 | 1 | SIEMENS Dishwasher Machine (Missing Racks) Inventory # 540770 | |
| 504 | 1 | KITCHENAID Dishwasher Machine Inventory # 540771 | |
| 505 | 1 | FRIGIDAIRE Dishwasher Machine Inventory # 540772 | |
| 506 | 1 | KITCHENAID Dishwasher Machine Inventory # 540773 | |
| 507 | 1 | KITCHENAID Stainless Steel Dishwasher Machine Inventory # 540774 | |
| 508 | 1 | KITCHENAID Double Dishwasher Machine Inventory # 540775 | |
| 509 | 1 | FRIGIDAIRE GALLERY Stainless Steel Dishwasher Machine (Missing Racks) Inventory # 540776 | |
| 510 | 1 | WHIRLPOOL Dishwasher Machine (Missing Racks) Inventory # 540777 | |
| 511 | 1 | (2pcs) 8-Drawers Dresser and 6-Drawers Chest Inventory # 540778 | |
| 512 | 1 | Wooden Entry Table With Carved Designs Inventory # 540779 | |
| 513 | 1 | (2pcs) CATNAPPER Fabric Powered Recliners With Power Cords and Remotes Inventory # 540780 | |

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Sierra Auction Fee Structure – 2016 (Subject to Change)

PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTED AT ANY SIERRA AUCTION LOCATION.

Buyer's Premiums and Other Charges

| BUYER TYPE | Proxibidders | Live Bidders | Online Only Bidders |
|--------------|----------------------|-------------------------------------|---------------------|
| | | JOT AP 12% 12% 12% 15or Buyer's Pre | |
| ASSET CLASS | | | |
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| Firearms & | | e 1 for Buyer's Pre | miums |
| - Ourplus | - C-In Dag | 161 Buyers I'll | |
| * Vehicles & | 12% + 1%Refer to Pag | 12% | 12% |
| Commercial | (min. \$50) | | |
| Equipment | (| | |

Other Fees Include:

\$10 Per Firearm

\$45 Title Fee Per Vehicle/Commercial Equip (if titled)

3% per day of the outstanding balance late payment fee

\$10 per day storage fee per lot

Credit Card Program

Sierra Auction now accepts credit cards as payment on your vehicle purchase!

CREDIT CARD SURCHARGES

- · 3% on the total invoice amount, including taxes and fees
- * Exception Maximum \$3,000 on Titled Vehicles and Commercial Equipment

TERMS

- · Must sign a Credit Card Chargeback Waiver
- · Credit Card must be present and swiped
- · Must have a Valid ID that will be copied
- · Address of Credit Card and ID must be the same
- · Title in 7 Days

*SALES TAX

Please note that sales tax is based on the City/State in which the auction is held. The most common sales taxes: Sierra's Phoenix Location: 8.6%

STARTING JANUARY 1, 2016, SIERRA WILL NOT BE ACCEPTING PAYMENTS BY PHONE. IF PAYMENT HAS NOT BEEN RECEIVED BY DUE DATE, SIERRA RESERVES THE RIGHT TO CHARGE THE BUYER THE FULL AMOUNT DUE AND/OR A PENALTY FOR BREACH OF CONTRACT AND THE BUYER AGREES TO ALLOW SIERRA TO CHARGE THIS AMOUNT. BUYER ALSO AGREES TO WAIVE ANY RIGHTS FOR CHARGEBACKS RELATED TO THE PURCHASE.

WIRE TRANSFER INFORMATION

Sierra Auction Management, Inc. Wire Transfer/Direct Deposit Information

You are welcome to deposit the amount owed directly into either our **Chase Account** (192867861), **Wells Fargo Account** (8071813334), or **Comerica Account** (1894973674) or you may wire transfer money into our **BofA Account** (information below).

Bank Information:

Bank of America 14648 N. Scottsdale Road, Suite 250 Scottsdale, AZ 85254 800-294-7999 x 0

Company Information:

Sierra Auction Management, Inc.

Account #457 002 720 203

(Spaces added for ease of reading only, do not use spaces.)

ABA # 026 009 593

(Spaces added for ease of reading only, do not use spaces.)

Phone: 602-242-7121 Fax: 602-246-1903

Please include the following additional information:

| From: | Bidders Number: |
|-------|-----------------|
| | Bidders Name: |

Once the deposit has been confirmed, you will receive a paid invoice.

CASH COUNTER DEPOSIT

Counter credits are "cash only" "no checks" and take one (1) business day to clear. No merchandise will be released until credits and wires clear our bank. Fax a copy of the original deposit slip with bank stamp to Sierra A.S.A.P. that clearly shows that it was a cash transfer. You must transfer the exact amount owed to Sierra Auction and pay all fees separately.

AUCTION TERMINOLOGY

The following is a list of words or terms that you should be familiar with when bidding. If you have questions about any of these terms or any others that the auctioneer may use, we encourage you to familiarize yourself with them prior to bidding.

Times the money: The expression "times the money" is used when two or more like items are being sold at one time; in this instance your bid is multiplied times the number of items being sold. Example: Lot number 142 is four identical Cell Phones and the auctioneer announces that the auction lot is being sold "times the money". The high bidder purchased lot 142 for \$100. In this example, the successful bidder bought each of the four Cell Phones for \$100.00 for a total of \$400.00 (4 x \$100=\$400).

Choice: On occasion, there will be multiple lots of identical or similar items sold consecutively in the auction. In some instances the auctioneer will sell those consecutive lots via "choice". When selling "choice", the auctioneer is offering more than one item up for auction at a time. The winning bidder then has the choice to take one item or multiple items. If the bidder wishes to take more than one item, the bid price will be multiplied by the amount of items the bidder chooses.

Choice in Order: When the auctioneer announces that the items are being sold "Choice in order", it means that the buyer may choose to take the first numerical lot of those announced as currently being sold, or as many as they choose to take, but must take them in sequential number order, and will pay the bid price for each of the lots that the successful bidder wishes to purchase.

AS-IS: Selling the property without warranties as to the condition and/or the fitness of the property for a particular use. Buyers are solely responsible for examining and judging the property for their own protection; otherwise known as "As Is, Where Is" and "In its Present Condition.

Bidder Number: Individually numbered card with your unique bidder number. This will identify you to the auctioneer as the successful bidder.

Bidder Registration: The process of registering your identity and ability to pay for successful bids. This is essential before bidding.

C/W - Comes With

A/T - Automatic Transmission

M/T - Manual Transmission

CNG - Compressed Natural Gas

SIERRA AUCTION MANAGEMENT, INC. (SIERRA) AUCTION TERMS & CONDITIONS

AUCTION AGREEMENT: By participating as a live or online bidder, you are agreeing to all of our terms and conditions contained hereinafter as well as our fee structure. If you disagree with any of these terms, you are not permitted to bid through any Sierra Auction hosted auction event in any location.

Sierra reserves the right to change these terms and conditions at any time at its sole discretion and without notice. Recording of the auction is strictly prohibited; no still, video or audio recording can be made without the express written permission of Sierra. No firearms allowed pursuant to A. R. S. section 4-29.

Sierra Auction Management, Inc. ("Sierra") is acting as an auctioneer-agent for many cities, counties, the State of Arizona, many large and small companies and people just like yourself that are seeking to sell items they no longer need. Sierra may act as a Principal, Buyer or Seller in the sale of some items. Sierra is not responsible for the actions of its consignors and/or principals.

A Valid ID is required to register, pay, and pickup at all Sierra Auction locations.

REGISTRATION: All Buyers must register and be assigned a bidder number prior to bidding. Sierra reserves the right to deny access to its premises to any buyer, visitor, or guest at its sole discretion. Sierra may revoke any bidder's rights to bid at any Sierra auction, or all future Sierra auctions at its sole discretion. You are responsible for all purchases made with your number, whether it was made by you, someone you've given the rights to use your number, or by error.

DEPOSITS: Bidders may be required to place a refundable deposit for any assets being sold by Sierra Auction. Your deposit will be refunded to you upon full payment for your purchases or may be applied to the payment of your purchases. If you have made a purchase of multiple items, your deposit will be held and may be used for the last item(s) left unpaid. Cash deposits are refunded upon presentation of a valid bidder card within 60 days of issuance. A Credit Card deposit is presented to your bank as a pre-authorization/sale and will drop off per your credit card's terms for pre-authorizations/sales. Please check with your bank or credit card issuer if there are any issues. Please Note: Credit Card and/or Debit Card pre-authorizations/sales and refunds can take up to 30 days. Sierra reserves the right to require the purchaser(s) of certain lots to make an additional deposit, within 30 minutes of Sierra's request, at Sierra's sole and exclusive judgment. In the event the Buyer fails to place the required deposit, Sierra, at its sole and exclusive judgment, may declare the buyer in breach of contract, and re-auction the lot, and bar the Buyer from future bidding. Buyer will forfeit their deposit, and be liable for any loss or other cost the consignor and/or Sierra incurs in re-auctioning the lot.

Per the Terms and Conditions of the Bidder Contract you authorize Sierra (Auctioneer) to retain your deposit in the event you fail to pay for the items you purchased. If you do not pay for all the items for which you were the successful bidder by 3:00 PM of the 3rd calendar day following the auction, Auctioneer retains all it rights to charge late and storage fees and bidder will be liable for all costs and losses suffered due to Bidder breach. Auctioneer retains the right to sue Bidder for specific performance for Bidder's breach of contract.

BUYER'S PREMIUM: The Buyer's Premium is specified in the special terms and conditions and also within our fee structure. You are responsible for reading, understanding, and accepting Sierra's current fee structure listed in the catalog and on our website for those fees specific to the auction in which you are participating. View Fee Structure

TAX EXEMPTION QUALIFICATIONS: All sales are subject to all local, state and federal taxes including sales taxes unless you have ALL VALID FORMS on file with Sierra PRIOR to the auction. Forms include but are not limited to: (1) sales tax exemption certificate acceptable to Sierra and to the state of Arizona, (2)COMPLETED Arizona Form 5000, and (3) a separate automobile dealer exemption certificate/license if you purchased a titled asset. You will not be granted tax exemption post-sale if these forms are not completed to the satisfaction of Sierra.

OTHER FEES: Sierra charges additional fees as specified in the current fee structure listed in the special terms and conditions. It is the Buyer's responsibility to be familiar with these fees. You have agreed to them by participating in our auction.

AUCTION TERMINOLOGY: It is the responsibility of the bidder to understand the manner in which items are being sold. THE BIDDER MUST UNDERSTAND WHAT HE/SHE IS BIDDING ON AND HOW IT IS BEING SOLD; IF NOT, ASK OR DO NOT BID!

BIDDER ERROR: NO REFUNDS FOR BIDS MADE IN ERROR. Operator error, keystroke mistakes, misunderstanding of auction structure, and other are bidder's sole responsibility.

PAYMENTS: All payments are to be made in U.S. funds. A DAILY LATE PAYMENT FEE shall be charged on all lots not paid for in full by 3:00 PM on day payment is due. Refer to special terms and conditions per auction for payment due dates. The DAILY LATE PAYMENT FEE SHALL BE equal to 3% of the outstanding balance of each lot or \$10 per lot, whichever is greater. Any lot not paid for by 3:00 PM on the specified payment due date shall place the Buyer in breach of contract. Sierra retains all its legal rights, including, but not limited to suing Buyer to compel specific performance, and/or declaring the Buyer in breach of contract retaining the deposit and barring the Buyer and Buyer's agents from all future auctions. Sierra, at its sole discretion may offer the goods for sale in a private sale or any future Sierra auction. Buyer shall be responsible for any deficiency, including late payment fees and storage fees. Buyer shall have no right to any excess funds such sale may generate. Sierra reserves the right to require certain Buyers or certain lot purchasers to pay cash only. Sierra reserves the right to change the fee structure, refuse to accept certain credit cards, and/or require cash payments in its sole discretion. SIERAD DOES NOT ACCEPT PERSONAL OR BUSINESS CHECKS FOR PAYMENTS. CREDIT CARDS ARE NOT ACCEPTABLE FOR PAYMENT TOWARDS VEHICLE PURCHASES.

ANNOUNCEMENTS: Any announcements made by Sierra staff or auctioneers on the day of the livelonline simulcast auction shall take precedence over any previously distributed information or advertising. By participating in the auction, you have agreed to abide by these announcements.

ADDITION TO OR WITHDRAWAL FROM SALE: The auctioneer reserves the right to withdraw from the sale any property listed and also to add property not listed to the sale. Also, the auctioneer may group lots or subdivide lots in order to benefit the seller.

ALL SALES ARE FINAL, ALL ITEMS ARE SOLD "AS IS-WHERE IS." WITH ALL FAULTS AND WITHOUT

WARRANTIES. Catalog, web, and ad descriptions are NOT GUARANTEED. Sierra is not liable for any errors, omissions, or inaccuracies in the catalog or other written or verbal descriptions even if caused by Sierra's gross negligence. Bidders are responsible to thoroughly inspect items before bidding and to satisfy themselves of such matters as to suitability, marketability, completeness, year, make, model, and/or condition. IF YOU ARE UNSURE AS TO ANY MATTER, SIERRA URGES YOU NOT TO BID. YOU MAY NOT RELY ON SIERRA'S DESCRIPTIONS OR INFORMATION, WRITTEN OR VERBAL. The auctioneer reserves the right to reject any and all bids. The auctioneer shall have he right to bid on behalf of the seller. It is your responsibility to bid up to a number with which you are comfortable. You control how much you are willing to pay for an item. All auction sales will be recorded by audio and/or in writing. This recording of the bidder's number and the bid amount shall be prima facie evidence of the circumstances of the sale, and all disagreements will be resolved with this record. Please clearly show your bidder number to the auctioneer. Please confirm the auctioneer correctly states your bidder number and the final bid amount. Sierra is not responsible for any loss or damage to any sold auction items. Title (ownership) and risk of loss or damage transfers to Bidder as soon as each individual tot is sold, subject only to Sierra's right to reconcile the auction. Errors by auctioneer shall make the sale voidable at auctioneer's sole discretion. Sierra is not responsible for accidents, damages or stolen goods. All counts are approximate. Purchaser should monitor their purchases during the auction; if it is damaged or missing it is the bidders' responsibility. Sierra urges all Bidders to remove all lots from the auction site as soon as possible and no later than the close of business on auction day, with safety and security as the top considerations. ABSOLUTELY NORFFIINDS.

REMOVAL OF PURCHASED ITEMS: SIERRA DOES NOT OFFER STORAGE SERVICES. No item may be removed from the auction site until it is paid for in full and partial payments will be considered additional non-refundable deposits towards the purchase. To avoid daily storage fees, all lots must be removed from Sierra's facility on the date specified in the special terms and conditions. In certain situations, Sierra, in its sole and exclusive judgment, may allow certain lots Sierra deems difficult to move to be removed on date mutually agreed upon. A DAILY STORAGE PENALTY of \$5.00 per lot, per day for non-titled lots, and \$20.00 per day for any lot that has a title shall be charged for all lots not removed on specified removal date. Lots larger than a standard pallet shall be charged \$5.00 per day for every 15 square feet of storage space utilized. Any item not removed within 72 hours following the removal date or the mutually agreed upon date will become the property of Sierra, WiTHOUT EXCEPTION. Any unsalable items that are not removed will be disposed of at the Buyer's expense, typically \$25 per lot or partial lot. Buyer is solely responsible for the safe removal of all their purchases. Sierra, at Buyer's requeste, and in its sole discretion, may assist Buyer in the moval of its goods. Buyer may be charged Sierra's current hourly rate per workman and forklift or other equipment utilized. In the event any work is requested after 3:00 PM or on non-standard Sierra workdays, Sierra may charge Buyer 1.5 times its standard hourly rate. Buyer shall hold Sierra, its employees, officers and directors harmless for any and all damage, injury or liability regarding the removal of its purchases, notwithstanding Sierra assistance in item removal. All lots and purchases must be removed in full. No removal of partial lots shall be allowed; inquire about shipping options.

INJURY: All persons attending our live or on-site auctions are notified that an auction site is a potentially hazardous place. Flammable, noxious, corrosive and pressurized substances are present, heavy equipment is being operated and electric circuits may be live. Every person at the auction site before, during and after the sale shall be deemed to be there at his or her own risk with notice of the condition of the premises, the activities on the premises, and the conduct of third parties. All registered bidders shall so advise their guests, agents, and employees. NO PERSON(S) SHALL HAVE ANY CLAIM AGAINST SIERRA, ITS EMPLOYEES, AGENTS, AUCTIONEERS, CONTRACTORS, OFFICERS, OR PRINCIPALS FOR ANY INJURIES SUSTAINED, OR FOR DAMAGES TO OR LOSS OF PROPERTY OR PROFIT WHICH MAY OCCUR FROM ANY CAUSE WHATSOEVER. No Children under the age of 13 are permitted on property. Persons attending during preview, exhibition, sale, or removal of goods assumes all risks of damage of or loss to persons and/or property and specifically releases the auctioneer from liability therefore. Neither the auctioneer nor his principal shall be liable by reason for a defect in or condition of the premises on which the sale is held.

SELLER CONFIRMATION AND UNRESERVED ITEMS: Sierra's policy allows our consignors to determine if they wish to place a minimum bid or "Seller's Confirmation" on any lot. Not all reserved items are noted in the description – auctioneers are given the authority to bid on behalf of the seller. You and you alone as an auction participant determine what you are willing to pay for all assets. Please stop bidding if you feel you have reached your maximum comfort level. All other lots will be sold to the highest bidder. However, Sierra reserves the absolute right, at its sole and exclusive judgment, to withdraw any lot from sale, or add new lots to the sale at any time up to the item being declared sold.

TITLES AND 3-DAY TEMPORARY VEHICLE TAGS: Vehicle titles will be issued in the name of the registered buyer only. No open titles. In some instances, Repossession Affidavits or court documents will be given in lieu of a title. These documents allow a buyer to obtain a valid title at any state authorized title agency. Computers with internet connection are supplied for the purchase and printing of temporary vehicle tags. An \$11.00 user fee (subject to change) per 3-daytag is due immediately and payable in cash(\$10.00) and credit/debit card (\$1.00).

ARBITRATION: In the event a dispute shall arise between the parties, it is hereby agreed that the dispute shall be referred to an accredited arbitration service at the sole discretion of Sierra. Arbitration shall be in Phoenix, AZ, and held in accordance with the applicable Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

BY PARTICIPATING IN ANY OF OUR AUCTIONS I (the customer) UNDERSTAND AND ACCEPT THE ABOVE TERMS AND CONDITIONS, ESPECIALLY THE KEY TERMS THAT ALL ITEMS ARE SOLD AS IS, WHERE IS, WITH NO GUARANTEES OR WARRANTIES. IAM SOLELY RESPONSIBLE FOR DETERMINING THE IDENTIFICATION, CONDITION, AMDIOR USE OF ALL ITEMS PURCHASED. REFUNDS WILL NOT BE ISSUED AS A RESULT OF ANY DESCRIPTIVE ERROR GIVEN BY THE AUCTIONEER OR AS A RESULT OF MY FAILURE TO PROPERLY IDENTIFY THE ITEM, ITS CONDITION OR USABILITY. I ACKNOWLEDGE THAT SIERRA IS NOT LIABLE FOR ANY INJURY OR LOSS TO MY GUESTS OR ME.