



BUYER TERMS AND CONDITIONS

These Buyer Terms and Conditions apply to items sold by Elevated Auctions Co. ("Seller"), and constitute a legal, valid, binding, and enforceable contract between Seller and YOU. These Terms and Conditions ("Terms") govern your purchase of used items from our online store (buyelevated.com). By making a purchase, you agree to be bound by these Terms. Please read them carefully.

- 1. Eligibility.** You must be at least 18 years old or have reached the age of majority in your jurisdiction to make a purchase. By making a purchase, you represent and warrant that you meet this requirement.
- 2. Pricing.** Prices for used items are determined by the Consignor and include the seller's commission. All prices are final and non-negotiable.
- 3. Payments**
 - a. A \$500 deposit is required to secure your purchase, ensuring that the item is reserved exclusively for you. The remaining balance must be paid within three business days. Failure to complete the final payment within this period will result in the forfeiture of your deposit, and the item will be made available for other buyers. This policy ensures a fair and efficient process for all our customers.
 - b. Deposits can be made via a credit or debit card via the online store.
 - c. Final payments can be made via credit or debit card or ACH transaction or by an invoice sent by the Seller. Your purchase will not be completed until final payment is received and verified.
- 4. Product Condition and Inspections**
 - a. All property exposed for sale and sold "as is," "where is," and "with all faults": Each lot is being exposed for sale, and will be sold, in its as is/where is condition at the time of the sale, with all faults, including any hidden defects of any nature. Unless expressly stated otherwise, property that is exposed for sale in its "as is" condition has not been modified, altered, inspected, or tested by the seller. Neither the seller nor the consignor makes any representations, warranties, or guarantees whatsoever, express or implied, regarding the nature, value, source, authenticity, fitness, merchantability, and/or any other aspect or characteristics of such item. No statement anywhere, whether express or implied, including verbal statements made by the seller, will be deemed a warranty or representation by the seller or consignor. Without limiting the generality of the foregoing, there are no warranties of title, non-infringement, authenticity, origin, merchantability, or fitness for a

particular purpose, all of which are expressly disclaimed. You acknowledge and agree that you cannot rely on, and have not relied on, any representation, warranty, or guarantee made by the seller, or consignor, or anyone acting as an agent of the seller, orally or in writing, about any item being sold

- b. Pre-sale inspection: We offer a pre-sale inspection for a fee of \$500 for anyone within a 120-mile radius of Seller address, which ensures you have a detailed understanding of the item's condition before finalizing your purchase. Should you choose to proceed with the purchase, this fee will be deducted from the purchase amount. However, if you decide not to purchase the item after inspection, or if you do not complete the final payment within three business days, the \$500 inspection fee will be forfeited. This policy helps us maintain a fair and efficient process for all our customers.
 - c. If a pre-sale inspection is not available, you acknowledge and agree that (i) you are knowingly and willingly purchasing without a pre-sale inspection, (ii) you are not relying on any representations or warranties by the seller or consignor, and (iii) you are assuming any and all risks associated with your purchase of the item(s) without a pre-sale inspection.
- 5. Descriptions.** Unless otherwise expressly stated in writing, any description of a lot is based solely on visual impression and is given solely for identification purposes. It does not create any warranty, express or implied, or representation by the seller. Items are offered with information provided by the consignor, who is solely responsible for the accuracy and completeness of all descriptions. The seller has no duty to inspect any item consigned for sale or to investigate the accuracy of any descriptions or representations given by a consignor. The consignor is responsible for correcting any errors in description or otherwise, whether given orally or in writing. Under no circumstances will the seller be liable to you for any inaccuracy in the description of any item. The seller is not responsible for mistakes on serial numbers, mileage, hours, etc.
- 6. Returns and Refunds.** ALL SALES ARE FINAL. NO REFUNDS OR RETURNS.
- 7. Title.** When you purchase an item, title and ownership of the item will not pass from the Consignor to YOU until payment is made and clears. There will be **\$50.00 per item** handling charge on all TITLED Vehicles and/or Trailers. Sales Tax will NOT be collected. Title will be sent via FedEx to you within 21 business days after payment has cleared the bank after date of Sale. "Title to Follow" indicates that the title may be delayed in mailing.
- 8. Shipping and Delivery.** We will assist in arranging shipping or delivery, with the cost being in addition to the sale price. We ship used items to addresses within the continental United States. Shipping costs and delivery times vary based on

your location and the shipping method selected. We are not responsible for delays or damages during shipping. Title and risk of loss pass to you upon our delivery of the item to the carrier.

- 9. Limitation of Liability.** Seller is not responsible for any actions of Consignor or others, including Buyers, taken before, during, and after the item sale. Seller will not be held liable for typographical errors, misprints, property loss, or damage at the item Site, or otherwise.
- 10. Calculation of Sales Tax; Sales Tax Disputes.** Unless otherwise directed by the appropriate taxing authority, sales tax will be calculated, and collected, based on the Sale Price, which includes the Item Price plus seller's commissions. If (i) YOU believe that YOUR purchase is subject to a sales tax exemption that is not recognized by Seller, or (ii) YOU believe that the Seller's Commission portion of the Sale Price should not be subject to sales tax, or (iii) YOU otherwise dispute the sales tax, YOU should address YOUR dispute to the appropriate taxing authority and seek a refund from the appropriate taxing authority to the extent that the same may be available to YOU. Online fees are considered "Software as Service" and are unable to be exempt from tax.
- 11. No Stop Payment Orders or Credit Card Chargebacks.** YOU agree that YOU will not, under any circumstances, (i) issue a stop payment order with respect to any ACH transaction or (ii) initiate a credit card chargeback with respect to any purchases. YOU further agree that if, in violation of these Terms and Conditions, a stop payment order is issued or a credit card chargeback is initiated, these Buyer Terms and Conditions will be conclusive evidence of YOUR (i) waiver of any rights to issue a stop payment order or to initiate a credit card chargeback, and (ii) agreement not to issue a stop payment order or to initiate a credit card chargeback; and YOU acknowledge and agree that on Seller's presentation of these Buyer Terms and Conditions to the bank, credit card company, or other financial institution against which a check was drawn or that issued the credit card on which charges were made, such bank, credit card company, or other financial institution will reverse any stop-payment order and/or reverse or deny any credit card chargeback, and will re-credit all amounts to or for the account of Auctioneer. If, in violation of these Buyer Terms and Conditions, YOU issue a stop payment order or initiate a credit card chargeback, YOU will remain liable for all purchases made, and YOU will be responsible for all costs and expenses, including attorneys' fees, incurred by or on behalf of seller and/or Consigner in challenging the stop payment order or credit card chargeback and/or in collecting payment.
- 12. Buyer Remedies; Buyers Not Entitled to Incidental or Consequential Damages.** Unless expressly provided otherwise in these Buyer Terms and Conditions, to the extent that YOU may be entitled to damages or remedies, the

sole and exclusive remedy available to YOU is a return of the price actually paid. Under no circumstances will Seller or the Consignor be liable for incidental or consequential damages, including, without being limited to, lost profits or reduced productivity. YOU acknowledge and agree that YOU are not entitled to specific performance or other equitable relief.

13. Relationship of the Parties. Seller is acting solely as Consignor's agent. Seller is not YOUR agent, and does not represent YOU. Unless expressly stated otherwise in writing, Seller is providing services as an independent contractor for Consignor only, and is not responsible for statements made by other parties.

14. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial. These Buyer Terms and Conditions will be governed by and construed in accordance with the laws of the State of Maryland, including its statutes of limitations, but without regard to its rules governing conflict of laws. All claims, disputes, and other matters between the parties will be brought in the state or federal courts holding jurisdiction for the auction location, which courts will have exclusive jurisdiction, and will be the exclusive venue, for any and all such claims, disputes, and other matters. YOU irrevocably and unconditionally (i) agree that any claim, suit or cause of action relating to the Auction, these Buyer Terms and Conditions, or the transactions contemplated hereby, will be brought in the state or federal courts holding jurisdiction for the auction location; (ii) consent to the jurisdiction of such courts for any such claim, suit or cause of action; (iii) waive any objection that such party may have to the laying of venue of any such claim, suit or cause of action in such courts; and (iv) waive any objection to the bringing of such claim, suit, or cause of action in such courts on the grounds inconvenience. YOU WAIVE THE RIGHT TO A JURY TRIAL.

15. Attorneys' Fees. YOU breach YOUR obligations under these Buyer Terms and Conditions, Seller and/or Conignor will be entitled to recover all costs and expenses, including attorneys' fees incurred in enforcing their respective rights hereunder.

16. Acceptance of Buyer Terms and Conditions. YOU acknowledge and agree that YOU have had a full and fair opportunity to review these Buyer Terms and Conditions, and that YOU have read these Buyer Terms and Conditions, YOU understand these Buyer Terms and Conditions, and YOU accept and agree to be bound by these Buyer Terms and Conditions.