

WORLEY AUCTIONEERS & APPRAISERS, INC.

Buyer / Bidder Terms & Conditions

For the purposes of these Terms & Conditions, the following definitions apply as a matter of convenience: "Worley," "Auctioneer," "we," "us," or "our" means Worley Auctioneers & Appraisers, Inc., an Ohio corporation. "Bidder" or "Buyer" means any person or entity registering for or participating in the auction.

Auction Information

- **Auction Location / Property Address:** 5527 Oregonia Rd, Oregonia OH 45054
- **Bidding Starts to Close:** Wednesday, July 8, 2026 at 2pm Eastern

Property offered at online-only auction, selling subject to 24-hour seller confirmation.

Property Type Applicability

These Auction Terms apply to all real estate sold at auction, including residential property, vacant land, and commercial property. Additional requirements and disclosures may apply depending on the property type. Where an addendum applies, it shall control in the event of any conflict with these Auction Terms.

Eligibility & Registration

By registering and bidding, Bidder represents and warrants that they are at least 18 years of age and legally capable of entering into binding contracts. Registration constitutes Bidder's agreement to these Terms & Conditions.

A valid major credit card is required to register. Worley requires a \$25 authorization hold at registration. This is not a charge and will be released at the conclusion of the auction, subject to the policies of Bidder's financial institution. The authorization will not be applied toward purchases.

Auction With Reserve; Seller Confirmation

This auction is conducted with reserve and is subject to Seller confirmation unless expressly stated otherwise in writing. The high bid is an offer that may be accepted or rejected by Seller within twenty-four (24) hours of auction close. Buyer's offer is irrevocable during the confirmation period. If Seller rejects the offer, Buyer's sole remedy is return of any deposit actually received.

Property is offered as is, where is with no warranty of any kind, express or implied, including merchantability and fitness for a particular purpose, subject to all easements, restrictions, zoning, covenants, and other matters of record.

Bidders shall rely on their own inspection and not upon any description by the auctioneer, owner, or employees/agents of either. No liability for accuracy, omissions, or errors is assumed by the auctioneer, owners, or their agents.

Buyer's Premium

A 10% buyer's premium will be added to the high bid to form the total purchase price.

Non-Refundable Deposit (Wire Transfer Only)

Ten percent (10%) of the total purchase price is due as a non-refundable deposit by wire transfer only at the conclusion of the auction. Wiring instructions will be provided by the Auctioneer/Auction Manager to the successful bidder by email following the close of the auction. The deposit must be received within twenty-four (24) hours of auction close (time is of the essence). Failure to timely remit the deposit constitutes a default and may result in cancellation of the sale, forfeiture of bidder rights, and the property being offered to the next highest bidder or re-sold, in Auctioneer's sole discretion.

Deposit Handling

The deposit shall be wired to the account designated in the wiring instructions and held in accordance with Ohio law and the Contract to Purchase, including applicable trust/escrow requirements. Buyer acknowledges that wiring instructions may be issued by Auctioneer or the closing/escrow agent identified by Auctioneer.

Closing / Default / Liquidated Damages

Time is of the essence. Buyer must close within thirty (30) days. Failure to close as required shall constitute a default. Buyer agrees that Seller will incur administrative, carrying, and remarketing costs that are difficult to precisely calculate; therefore, Buyer agrees to liquidated damages of \$100 per calendar day beginning on the first day after the scheduled closing date and continuing until closing occurs or Seller terminates the Contract, as a reasonable estimate of Seller's damages and not as a penalty. In the event of Buyer default, Buyer's non-refundable deposit shall be forfeited as provided in the Contract to Purchase. Seller and Auctioneer reserve all other remedies available under the Contract to Purchase and Ohio law.

No Contingencies: The sale is not contingent upon financing, appraisal, inspection, sale of other property, or any other buyer contingency. If Buyer is unable to complete the transaction for any reason, Buyer's non-refundable deposit shall be forfeited and Seller may pursue any and all remedies available at law or in equity, including specific performance where permitted.

All Sales Are Final

No claim will be considered for allowance, adjustment, or rescission of any sale based on failure of the property to correspond to any particular standard or expectation.

Occupancy / Possession at Closing

No work can be done on the property by purchaser until possession is given at closing.

Bidding Responsibility

Bidder is solely responsible for understanding the auction process and for all bids placed under their bidder number. All bids are final and binding once submitted.

Important (Online Only / Contract / Deposit)

This is an online only auction. Please do not bid if you are unable to comply with the contract to purchase (incorporated by reference), which must be executed electronically following the close of the auction. Ten percent (10%) of the total purchase price is due as a non-refundable deposit

by wire transfer only. Wiring instructions will be emailed to the successful bidder after auction close. The deposit must be received within twenty-four (24) hours of auction close. The balance of the purchase price shall be paid at closing by cash, wire transfer, or certified funds as required by the closing agent. If Worley Auctioneers does not receive the non-refundable deposit within twenty-four (24) hours of auction close, Buyer is in default and Seller/Auctioneer may exercise all remedies available under the Contract to Purchase and Ohio law, including cancellation and resale.

Liens

Seller intends to convey marketable title subject to matters of record. Any monetary liens discovered prior to closing that must be released to convey marketable title shall be paid from Seller's proceeds at closing.

Credit Card Validation

In order to participate in this auction, Worley Auctioneers ("Auctioneer," "Auctioneers," "we," "us") requires a \$25 authorization hold by major credit card prior to bidding. The \$25 is not charged; it is merely an authorization held by your financial institution (although it may appear as a pending transaction on your account). It is released by us at the conclusion of the auction, but depending on the policies and procedures of your financial institution, may not appear available for three to ten business days. Authorization by credit card at the time of registration is an industry standard practice among online auctioneers.

Tax and Deed

Buyer shall be responsible for all transfer taxes, recording fees, and title search and deed preparation. Seller shall be responsible for real estate tax pro rata, mortgage releases, and guarantees to convey a good and marketable title. Buyer is responsible for all other costs associated with closing. **Bidders are responsible for their own due diligence.**

Warranty & Condition of Items Sold

All property is offered as is, where is, with no warranty of any kind, except for marketable title, conveyed by Limited Warranty Deed, subject to all easements, restrictions, zoning, covenants, and other matters of record. Previewing the property is highly recommended. Bidders shall rely on their own inspection and not upon any description by the auctioneer, seller, or their respective agents. All dimensions and descriptions are based upon information supplied to the auctioneer, owners, and their agents and are subject to possible variation.

Use Caution

Please be aware that bidders sometimes increase their own bid to price an item out of reach of other bidders. You should immediately review your bids once submitted. If you mistakenly increase your own bid, place your bidder number in the bid field, or make a typographical error, you must immediately contact our office by email penny@worleyauctions.com (we must have your request in writing). We will not reverse bids after the auction has closed – No Exceptions!

Realtor Participation

Two percent (2%) Please note that bidders do not need an Agent to participate in this auction! Co-op, subject to the timely completion and submission of our Realtor Participation Agreement, available on our website, incorporated by reference and by this reference made a part of the Terms. Buyer is responsible for ensuring their agent registers in accordance with the Realtor Participation Agreement; no exceptions after bidding begins.

Dynamic Closing

The closing time is automatically extended an additional 5 minutes whenever a bid is placed within the last 5 minutes of the scheduled closing time. Thus, when an auction is set to close at 2:00pm, if a bidder places a bid on the item at 1:58pm, the auction closing time will be extended to 2:03pm. If another bid is placed at 2:01pm, the item's closing time will be extended to 2:06pm, and so on. It is therefore important to monitor items you're bidding on by regularly refreshing the page as the auction nears closing.

Bid Notification

If you have been outbid you will be notified by email only until the last day of the auction — starting at midnight Eastern Time on the date of auction closing, notices are not sent. To quickly review your bids and see if you have won you can utilize the "Review Bids" feature. Items on which you have been outbid on will be clearly marked.

Winning Bidder Notification

Winning bidders will be sent an electronic invoice by email only (you are responsible for checking your email). If you feel you have won an item and have not received an email you must notify us by email no later than 9am the next day. If you do not receive an electronic invoice, then you did not win any items at the online auction.

Certain Rights Reserved

Auctioneer reserves the right to cancel, suspend, extend, or reschedule the auction; adjust bidding increments; and modify auction closing and inspection/open house times as necessary. Auctioneer acts as agent for the Seller for purposes of this auction.

Online Bidding Platform Disclaimer

Auctioneer is not responsible for technical issues related to third-party bidding platforms, internet outages, or software malfunctions. In the event of a dispute, the Auctioneer's decision shall be final. Bidder holds Auctioneer harmless for any such issues.

Arbitration

Any controversy or claim arising out of or relating to this contract and/or agreement, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgments upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Venue will be Warren County, Ohio.

Liability

Auctioneer's and Seller's liability shall be limited to the refund of bidder's purchase price. By registering and participating in this auction, you specifically disclaim any other claim available at law or in equity.

Limitations

The above stated Terms cannot be altered except in writing by the Auctioneer.

Day-of-Sale Announcements

Announcements made day of auction by the Auctioneer shall take precedence over any previous advertising or description. Conduct of the auction, increments of the bidding and decisions as to the high bidder will be at the direction and sole discretion of the auctioneer. The information contained on the website is subject to the inspection and verification by all parties relying on it and no offer, contract, or guarantee expressed or implied, is given on the information contained on the website. No liability for accuracy, omissions, or errors is assumed by the auctioneer, owners, or their agents. Bidder consents to receive any and all announcements by electronic mail to the listed address in the bidder's profile.

Registration Instructions

First, you need to register to bid. Go to the registration page or click the [Log In] button in the upper right. Once you submit your information, you will receive an email with your bidder number and you will use the password that you created. Then go to the online bidding page and place your bid(s). Also, you can utilize the MAXBID system where you can put in your starting bid and/or your highest bid. Your maximum bid is confidential, and the software will bid up to that point only if competing bids are received.

Commercial Condition and Financial Due Diligence

Buyer is solely responsible for verifying income/expense information, leases, tenant status, rent rolls, service contracts, zoning and permitted use, environmental conditions, ADA compliance, and any required governmental approvals. Any provided financial or tenancy information is for convenience only and is not guaranteed.

Environmental Matters

Buyer acknowledges potential environmental risks (including asbestos, mold, underground storage tanks, and other conditions) and agrees Buyer is responsible for any environmental due diligence, testing, or remediation.