

TERMS & CONDITIONS

LIVE & ONLINE WEBCAST AUCTION

5 TRACTS TOTALING 230 ACRES M/L- RURAL WAVERLY, KS.

LIVE & ONLINE WEBCAST AUCTION MONDAY, NOVEMBER 14, 2022 AT 7:00PM CST. PRE-AUCTION BIDS WILL BE ADMINISTERED AT THE BEGINNING OF THE ONLINE/LIVE WEBCAST.

FOR ONLINE BIDDING VISIT: WWW.SUPERIORLANDGROUP.HIBID.COM

BUYER'S PREMIUM: An amount totaling 5% of the highest bid on each tract will be added to the highest bid to achieve the final sold price. EXAMPLE: A highest bid of \$100,000.00 plus 5% would result in a contract price of \$105,000.00.

1. Property is offered "as-is" with any and all faults with positively no contingencies. Buyer is responsible for conducting their own due diligence.
2. This is a RESERVE PUBLIC AUCTION. The seller reserves the right to accept or reject the final bid on any tract.
3. Plats shown herein and the description of any improvements are for informational purposes only, and no representations, warranties or guarantees are made concerning locations, dimensions, or tract size or nature, quality or suitability for use of the tract for any improvements.
4. The property shall transfer by Deed that is acceptable by title company, subject to seller obtaining merchantable title, free and clear of any and all liens. Seller and Buyer will split the cost of title insurance and any required survey. Buyer to pay closing fee charged by title company to close the transaction.
5. Once bidding is closed, there shall be no further bidding. In the case of any disputes, the Auctioneer will use his judgment as to good faith of all claims and his decision is final.
6. All online bidders are required to register online to participate in the auction.
7. Should a dispute arise during or after the auction, auctioneer's records and judgment shall be conclusive in all respects.
8. This is a privately owned and operated auction. We reserve the right to refuse participation to any person(s). No transfer shall be recognized from one buyer to another.
9. Auctioneer and/or seller reserve(s) the right to withdraw the property prior to the beginning of the live webcast auction.
10. Bidder does hereby indemnify and hold harmless Auctioneer/Real Estate salesman, broker, Auction Companies, and Seller from any and all damages, claims or liabilities from injuries to person or property of any type whatsoever, caused during auction.
11. Auction company has full discretion to modify the date and time, order, and details of the sale of any asset or conduct of any auction for any reason or no reason at all, including but not limited to technical issues, emergencies, and convenience of the Auction Company or the seller. Statements made at time of live webcast auction take precedence over advertising and any printed material or previous statements.
12. Auction company and seller are not responsible for a bidder's inability to participate in this auction, including but not limited to, technical issues, internet issues, personal ability, etc.

13. ANY BID SUBMITTED ONLINE CONSTITUTES A BINDING OFFER TO PURCHASE AND AGREEMENT TO ALL TERMS & CONDITIONS, AS WELL AS AGREEMENT TO PERFORM.
14. Earnest money: The high bidder shall, no later than 12:00pm (noon) CST **TUESDAY, NOV. 15, 2022, deliver the non-refundable amount of \$10,000.00 PER TRACT**, in either personal/business check, certified funds or wire transfer made payable to **AdVanced Title** and delivered to an Auction Company representative, at an agreed upon location and sign a purchase contract at that time, unless contract has been signed through electronic means, and will be deposited into their escrow account and held until closing. Said escrow company shall also handle all closing matters. Balance of the purchase price shall be due and payable at **closing on or before DECEMBER 16, 2022**. Time is of the essence in this transaction
15. Superior Real Estate & Land Group, Wayne Wischropp, a Designated seller's agent, represent the seller, not the buyer.
16. Any additional terms and conditions shown on the online-bidding site are in effect for this auction.
17. Buyer's agents must be registered with auction company no later than 72 hours prior to their client submitting ANY bid on this auction.

ONLINE BIDDING PLATFORM COMPANY TERMS:----- Sebae Data Solutions, Inc. SERVICE TERMS AND CONDITIONS ACCEPTANCE OF TERMS Sebae Data Solutions, (the makers of Auction Flex & HiBid (formerly Bidopia) hereafter referred to as "Sebae"), provides its service to you, subject to the following Terms & Conditions ("TAC"), which we may update from time to time without notice to you. The most current version of the TAC can be found found at any time by visiting the link: <http://www.auctionflex.com/showtandc.ap> USE AND REGISTRATION Our services are available only to, and may only be used by, individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to children (persons under the age of 18) or to temporarily or indefinitely suspended members. If you are under the age of 18, you can use this service only in conjunction with, and under the supervision of your parents or guardians. If you do not qualify, please do not use our service. If you are registering as a business entity, you represent that you have the authority to bind the entity to the TAC. REGISTRATION OBLIGATIONS In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Bidder Information") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current, incomplete, or Sebae has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Sebae has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). DESCRIPTIONS OF SERVICE Sebae provides the following services under the Auction Flex & HiBid trademarks: Integrated Web Service (for auctioneers), internet bidding (absentee, online-only, & webcast). You can learn more about these services in the following sections. HIBID INTERNET AUCTION PLATFORM & WEB SERVICE DESCRIPTION Sebae provides the HiBid (formerly Bidopia) Internet Auction Platform & Web Service ("HWS") under the HiBid trademark as a software solution for auctioneers wishing to extend the audience of their live auctions to the internet. The HWS provides various features including internet absentee bidding, internet-only auctions, and

webcast auctions. The HWS is able to change its appearance to coincide with the website that it is powering. Accordingly, the HWS powers the www.hibid.com website as well as numerous Auction Flex customer websites. This ability to change appearance is a feature of the HWS. Much like internet merchant account providers can host a secure web page for a vendor to easily process payments, the HWS hosts certain portions of the auctioneer's website to easily enable advanced features such as internet bidding.

INTERNET ABSENTEE BIDDING Internet absentee bidding allows you to place a bid for an item in advance of an auction, allowing you to place bids on lots without actually attending the auction.

INTERNET-ONLY AUCTIONS Internet only bidding allows you to place a bid for an item prior to the auction lot closing online. In an internet-only auction there is no live auction.

WEBCAST AUCTIONS Webcast auctions allow you to bid in real-time against other bidders or place pre-bids prior to a lot going "live". Lots are sold in accordance with the Auctioneer's terms and conditions which are accessible from each lot's page. It is your responsibility to read and accept the Auctioneer's terms and conditions prior to placing your bid. When you place a bid you are agreeing to be bound by the Auctioneer's & Sebae's terms and conditions. By placing a bid you are entering into a legally binding and enforceable contract. Please keep in mind that you are bidding against other internet bidders as well as floor bidders, phone bidders, and regular absentee bidders (this list does not constitute a complete list of bidder types but does highlight the common bidder channels). The auctioneer, at their discretion, can approve or deny bidders. The auctioneer reserves the right to accept or deny bidders for any reason. Prior to approval the auctioneer may contact you to determine your credit worthiness. If the auctioneer approves your bid, the auctioneer will then process your bid in accordance with their terms and conditions. Should your bid for a lot prove successful, the auctioneer may contact you to arrange for payment & shipping (if applicable). If the auctioneer required registration via a credit card, the auctioneer reserves the right to process your winning bids to the credit card provided during registration.

Sebae, through the Auction Flex & HiBid products & services, facilitates the internet bidding process between the Auctioneer & the bidder. Sebae is in no way a party to the transaction. Because Sebae is not a party to the transaction, you accept that you will have no claim or cause of action against Sebae in respect of the sale (or non-sale) of any Lot. If you have a dispute with an Auctioneer or another user of the Service with regard to the sale (or non-sale) of any Lot you agree that Sebae, its officers, agents, employees will not be liable for losses (including, but not limited to, loss of profits, special loss, indirect loss and consequential loss), costs, damages, liabilities, claims, demands and expenses of any kind arising out of or connected with such dispute. You also accept that, none of the aforementioned are under any obligation to take any action to resolve any dispute between you and an Auctioneer. Sebae is not responsible for any typographical, pictorial or technical errors in information about Lots on the Site as provided by Auctioneers. Sebae does not evaluate Lots and does not act as a specialist or expert on any related subject matter. Sebae makes no warranties or representation of any kind or nature with respect to Lots (including but not limited to representations or warranties as to the accuracy of description, genuineness, quality, authorship, attribution, provenance, period, culture, source, origin or safety). If you have any questions, e-mail the Auctioneer directly. In particular, make sure that you understand the Auctioneer's payment terms and shipping terms.

BIDDING The Service requires you to login with your username and password prior to placing a bid on a Lot. Making bids with false information or with stolen credit card information is prohibited and illegal. Your

user name and password are required in order to place internet bids. Making bids in a false name or with an invalid or stolen credit card is prohibited. Each bid carries the computer coding of the Internet provider which allows the individual user to be traced and Sebae may at its discretion release this information to enable legal action to be taken. Sebae may, in its entire discretion, refuse or remove bids where it suspects that bids contravene this prohibition. By placing a bid, you are making a binding and irrevocable offer to purchase the Item at any price up to the maximum bid amount you submit. If you win, you must complete the transaction, subject to any contractual right or other right at law to rescind the contract in certain circumstances. Failure to complete transaction without lawful reason is not only a breach of your contract with the Seller but also a breach of this User Agreement. The amount bid can be increased but cannot be decreased. The auctioneer may, at their discretion, allow you to withdraw and resubmit a bid in the case of bids containing an obvious typographical error. You may forward a request to withdraw a bid and resubmit a correct bid by immediately sending an email to the auctioneer, however, there is no guarantee that any bid will be withdrawn. Although Sebae will use best efforts to forward all bids, Sebae does not accept any responsibility for lost bids or problems with the recipient auctioneer's ability to process your bid. Moreover, Sebae cannot guarantee that bids received will be processed by the individual auctioneers. Please note that Sebae's role is limited to the provision of the Site for dissemination and publication of information provided by the Sellers.

THE WINNING BID The winning bid in an auction will be the highest bid that exceeds any reserve (if a reserve exists). In the case of equal bids, the earliest bid received will be the winning bid. If a higher bid is subsequently withdrawn or removed then the auctioneer shall have the right to accept the next highest bid.

NOTICE OF END OF SALE, PAYMENT & SHIPPING After the sale has ended, the auctioneer will notify the winning bidder via phone, fax or mail that they have won. If you do not receive notice that you have made the winning bid and think that you are the top bidder, you should check with the auctioneer directly. You will make all payment for Items to the auctioneer in accordance with their terms and conditions.

BUYER'S PREMIUM, TAXES AND DUTIES If you are a successful bidder, you are responsible for paying any buyer's premium, taxes and duties (including any VAT, sales tax and import duties) that may be imposed on the final price paid for an Item. Accordingly, it is your responsibility to check the applicable taxes and duties that may be imposed on an Item prior to bidding for it.

PRIVACY We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent and we only use your information as described in the Privacy Policy.

COPYRIGHT All material and content as provided by the Service is protected by copyright and similar rights. You can not use or make available any of that material for any commercial purpose.

SPECIAL ADMONITIONS FOR INTERNATIONAL USE Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

DISCLAIMER OF WARRANTIES You expressly understand and agree that: a. Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. Sebae expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. b. Sebae makes no warranty that (i) the service will meet your requirements, (ii) the service will be uninterrupted,

timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the software will be corrected. c. Any material downloaded or otherwise obtained through the use of the service, is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. d. no advice or information, whether oral or written, obtained by you from Sebae or through or from the service shall create any warranty not expressly stated in the TAC.

LIMITATION OF LIABILITY You expressly understand and agree that Sebae shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Sebae has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service.

EXCLUSIONS AND LIMITATIONS Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of the previous two sections titled 'Disclaimer of Warranties' and 'Limitation of Liability' may not apply to you.

INDEMNITY You agree to indemnify and hold Sebae harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

LEGAL COMPLIANCE You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our service and your bidding on, listing, purchase, solicitation of offers to purchase, and sale of items.

GENERAL INFORMATION The TAC constitutes the entire agreement between you and Sebae and govern your use of the Service, superseding any prior agreements between you and Sebae. The TAC and the relationship between you and Sebae shall be governed by the laws of the State of Florida without regard to its conflict of law provisions. You and Sebae agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Marion, Florida. The failure of Sebae to exercise or enforce any right or provision of the TAC shall not constitute a waiver of such right or provision. If any provision of the TAC is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TAC remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TAC must be filed within one (1) year after such claim or cause of action arose or be forever barred.