

## TERMS & CONDITIONS

“Seller” shall mean the owner or authorized agent of the owner who consigns one or more item(s) for sale on The Bull Exchange, LLC. Any agent acting as Seller for the owner of any item(s) offered for sale certifies to The Bull Exchange, LLC that the agent possesses the legal authority to act for and on behalf of the owner of the item(s).

“Buyer” shall mean anyone who has submitted the successful payment to purchase any items(s) offered for sale by a Seller on The Bull Exchange, LLC website.

“Entity” shall mean any corporation, partnership, limited liability company or other legal entity authorized to conduct business in its state of organization.

By registering with The Bull Exchange, LLC and actively purchasing items listed on The Bull Exchange, LLC website, all above parties agree that the following terms and conditions shall govern all purchases from The Bull Exchange, LLC.

All Sellers, Buyers, and Entities acknowledge that all sales on The Bull Exchange, LLC website are conducted electronically, and The Bull Exchange, LLC relies on hardware and software that may malfunction without warning and due to no fault of The Bull Exchange, LLC.

### Eligibility & Information

The Bull Exchange, LLC services are available only to individuals who are competent to enter into a legally binding contract. By registering as a Buyer/Seller certifies that he, she or it possesses the legal authority to enter into a valid and binding contract in the state of Iowa, the state of the Buyers residence, the state of the Seller’s residence AND is at least 18 years of age. An Entity may register as Buyer/Seller only if an owner, shareholder, officer, partner, member or other individual having the authority to act on behalf of the Entity registers as Buyer/Seller. The person registering on behalf of an Entity agrees to personally guarantee and fulfill all duties and obligations of the Entity that may arise. The person registering to be a Buyer/Seller for an Entity certifies and affirms that he/she possesses full legal authority to act for and on behalf of the Entity and possesses the authority to enter into a legally binding contract on behalf of the Entity. In the event the Buyer/Seller does not possess the requisite legal authority to enter into a legal contract and bind the Entity, the Buyer/Seller shall be bound personally to any purchase(s) in his/her or its individual capacity.

**THOSE WHO DO NOT MEET THE ABOVE REQUIREMENTS SHOULD NOT REGISTER AS A BUYER ON THE BULL EXCHANGE, LLC WEBSITE.**

All information provided by a Buyer/Seller during the online registration process shall be accurate, current and complete. If any information provided by a Buyer/Seller to The Bull Exchange, LLC changes or becomes inaccurate after the date of registration, the Buyer/Seller must promptly update his, her or its information on The Bull Exchange, LLC website. The Bull Exchange, LLC will not be responsible for lost, delayed or misdirected notices in the event a Buyer/Seller does not update his/her or its information in a timely manner.

Personally identifying information provided by the Buyer/Seller will be protected per The Bull Exchange, LLC Privacy Policy outlined below.

#### Implied Warranty/Disclaimer on Information

The Bull Exchange, LLC makes no warranty, express or implied, as to the information used to describe any item(s) offered for sale by a Seller on The Bull Exchange, LLC website. Any/all item(s) are presented as described by the Seller. ITEMS ARE SOLD AS IS, WHERE IS AND WITH ALL FAULTS. Buyer acknowledges that all lots were available for inspection prior to purchasing and, by these terms, it is the Buyers personal responsibility to inspect all lots that he/she or it may purchase. Failure on part of the Buyer to inspect any/all items(s), or otherwise be fully informed as to the nature, quality and condition of any item(s) purchased, will not constitute grounds for any type of refund OR termination of the sale contract between the Buyer and Seller. Any/all item(s) sold become the property of Buyer at the conclusion of the event. The Bull Exchange, LLC is not responsible for the condition of any item(s) sold and purchased, either at the time of sale or time of delivery.

THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE SPECIFICALLY WAIVED BY BUYER. This waiver is made expressly for the benefit of the Seller. Buyer agrees to indemnify and hold harmless Seller and The Bull Exchange, LLC, its members, parents, subsidiaries, affiliates, officers and employees, from any claim, demand, liability, cause of action or any other duty or obligation, including reasonable attorney's fees and expenses, which may arise at any time as a result, direct or indirect, of any sale by The Bull Exchange, LLC.

#### Payment for Standard Sales

All payments are in U.S. currency. Unless otherwise indicated, any/all item(s) offered on The Bull Exchange, LLC website will sell subject to a price established by the Seller.

All sales shall be considered final. Payment in full is due upon receipt of invoice. Accepted forms of payment are personal or Entity check, certified check, money order, eCheck or credit/debit card. Checks and money orders should be made payable to The Bull Exchange and sent to 5821 90<sup>th</sup> Ave., Storm Lake, IA 50588. The Bull Exchange, LLC does not accept personal or Entity checks from outside the U.S. A 3.5% processing and handling fee will be applied on all credit/debit card transactions. A \$50 fee will be

assessed on all returned checks and/or eChecks. A Buyer who violates the payment provisions of this agreement may not be permitted to purchase future items from The Bull Exchange, LLC. If a Buyer cannot pay for his/her or its purchases immediately, he/she or it should not make a purchase.

An invoice with payment instructions for any item(s) purchased will be e-mailed to the Buyer immediately following. This correspondence will be sent to the Buyer's e-mail address associated with their Buyer Account. If the Buyer does not receive an invoice within one (1) business day, Buyer shall contact The Bull Exchange, LLC to request an invoice. Failure to complete payment according to the terms above shall result in all items in cart to still be available for purchase from The Bull Exchange, LLC.

### Purchase Procedures

Buyer agrees to purchase item(s) upon confirmation of payment method on the purchase/payment screen. As soon as the purchase is confirmed, the Buyer is legally bound to purchase said item(s).

Buyer shall select to use their default credit/debit card on file for their account or enter a new credit/debit card for purchased item(s). The payment WILL NOT BE COMPLETED until the order has been processed by The Bull Exchange, LLC. All payment terms set forth above shall apply to all purchases.

### Delivery

All items purchased through The Bull Exchange, LLC will become the property of the Buyer immediately upon invoice and, as such, all risk of damage, or injury to item(s) purchased becomes the Buyer's risk.

Delivery of any/all item(s) purchased through The Bull Exchange, LLC website must be coordinated between the Buyer and Seller. Any fees incurred with delivery are the sole responsibility of the Buyer, unless other arrangements are agreed upon prior to the event between the Buyer and Seller. Any questions regarding delivery should be directed to the Seller. If Seller delivers any item(s) sold to the Buyer before payment has been received, collecting payment for said item(s) becomes the sole responsibility of the Seller. Under no circumstances shall The Bull Exchange, LLC be responsible for the delivery of any item(s) sold on The Bull Exchange, LLC website, unless coordinated shipping at Buyers expense is arranged through The Bull Exchange, LLC and their shipping services, when available.

### Limitation of Liability

The Bull Exchange, LLC shall not be liable for lost profit or special, incidental or consequential damages, which may arise out of or in connection to any transaction resulting from any sale conducted by The Bull Exchange, LLC. Buyers and Sellers hereby agree to indemnify and hold harmless The Bull Exchange, LLC, its members,

parents, subsidiaries, affiliates, officers and employees, from any and all claims, demands, liabilities, causes of action or any other duty or obligation, asserted by any person against The Bull Exchange, LLC, including reasonable attorney's fees and expenses.

The Bull Exchange, LLC does not guarantee continuous, uninterrupted or secure access to online event services, and operation of The Bull Exchange, LLC website may be interfered with by numerous factors outside of the control of The Bull Exchange, LLC. Furthermore, due to the nature of online services, The Bull Exchange, LLC cannot guarantee or confirm the authentic identity of Buyers or Sellers and shall have no liability for any false or misleading information transmitted by the aforementioned on The Bull Exchange, LLC website.

The Bull Exchange, LLC is not responsible for any accidents or injuries related to the sale, purchase or delivery of any item(s) consigned to or sold through The Bull Exchange, LLC website.

The Bull Exchange, LLC may refuse services to anyone at any time at its sole discretion. If a Buyer provides false information, such as a false name or fraudulent contact information, he/she or it may be suspended or permanently banned from purchasing any future items from The Bull Exchange, LLC. A Buyer may be permanently banned from The Bull Exchange, LLC website if he/she or it is the Buyer of any item(s) and fails to abide by the terms and conditions of this agreement.

#### Privacy Policy

To buy or sell on The Bull Exchange, LLC website, personal information must be submitted at the time of registration. By registering on The Bull Exchange, LLC website, users consent to the collection of this information. The Bull Exchange, LLC will never give or sell this information to an outside individual, group or company. All personal information provided will be used only by The Bull Exchange, LLC. All Buyers expressly authorize The Bull Exchange, LLC to share their personal information with any Seller who is made a party to a binding contract resulting from the Buyer's payment on any item(s) offered for sale by the respective Seller. All Buyer information will be used to maintain records for The Bull Exchange, LLC, as well as to communicate and provide services to the Buyer.

The e-mail addresses collected are used exclusively to contact Buyers and Sellers registered with The Bull Exchange, LLC. Use of this private information by anyone else for any purpose is strictly prohibited and will result in appropriate legal action.

The Bull Exchange, LLC website does contain links to outside websites; The Bull Exchange, LLC has no control over or responsibility for the content and/or privacy practices of these websites.

The Bull Exchange, LLC reserves the right to amend these terms and conditions at any time by posting amendments on The Bull Exchange, LLC website. The amended terms and conditions shall automatically be effective 10 days after they are posted. These terms and conditions were last revised and updated on July 28, 2021.