

## BIDDER TERMS AND CONDITIONS

These Bidder Terms and Conditions apply to auctions conducted by TBD Auction Services LLC ("Auctioneer"), and constitute a legal, valid, binding, and enforceable contract between Auctioneer and each Participant, Bidder, and Buyer.

These bidder terms and conditions also form the basis for the contract of sale between the Seller and the Buyer.

1. Auction Conducted Under and In Accordance with These Bidder Terms and Conditions, Additional Terms and Conditions Posted by Auctioneer, and Announcements Made at the Time of the Auction, and Applicable Law.

The Auction is conducted under and in accordance with these Bidder Terms and Conditions, any and all other Terms and Conditions posted by Auctioneer (whether at the Auction Site or online), any announcements or corrections made by Auctioneer at the time of the Auction, and applicable law. By participating in the Auction, whether at the auction site, online, telephonically, or through any other means (including Absentee Bid), each Participant agrees to be bound by, and to abide by, all such Bidder Terms and Conditions.

2. Bidder Registration; Bidder Qualification. All persons desiring to bid at the Auction, must register to bid and be issued a Bidder Number. In order to register to bid, each potential Bidder must provide such information (including identifying information and qualifications) as requested by Auctioneer. Each person registering to bid represents to the Auctioneer that such person is at least eighteen (18) years of age and is otherwise legally able to enter into a contract. Auctioneer may refuse to accept a Bidder Registration from any potential Bidder, may refuse to issue a Bidder Number to any potential Bidder, and may revoke any Bidder Registration or Bidder Number. Each person registering to bid, or otherwise participating, at the Auction acknowledges and agrees that such person has read, understands, and agrees to be bound by, these Bidder Terms and Conditions. In Auctioneer's discretion, bids may be received from a person who has not registered to bid, and/or who has not satisfied all requirements for Bidder Registration, and/or who has not been issued a Bidder Number, and, by bidding, such person will be bound by these Bidder Terms and Conditions. Auctioneer may establish such Bidder qualifications as Auctioneer determines, in Auctioneer's discretion, are reasonably necessary or appropriate. Bidder qualification provisions (which may include proof of the availability of funds) are intended for the benefit of Auctioneer and Seller, and create no rights or interests in any other persons, including competing Bidders. Auctioneer and/or Seller may (but will not be required to) waive any Bidder qualifications, either globally or on a case by case basis.

3. Bidding. By bidding, each Bidder acknowledges and agrees that such Bidder is subject to, and bound by, these Bidder Terms and Condition.

4. Auction Conducted in the State of Colorado. The Auction is conducted in the State of Colorado. All Property is offered for sale in the State of Colorado, and will be Knocked-Down or Struck Off in the State of Colorado. Notwithstanding the physical location of any Participant, these Bidder Terms and Conditions are entered into in the State of Colorado, all bids and payments are received in the State of Colorado, and all contracts between Seller and Buyer are formed and entered into in the State of Colorado.

5. Access to Auction Site and/or Online Auction Platform. Participants assume all risks associated with their presence at the Auction Site and/or their access to any Online Auction Platform utilized by Auctioneer. Any person may be denied access to the Auction, the Auction Site, and any Online Auction Platform utilized by Auctioneer, and may be removed at Auctioneer's discretion.

7. Buyer's Premium. All Property offered at the Auction is subject to a Buyer's Premium, which will be paid by the Buyer to Auctioneer for Auctioneer's own account. The Buyer's Premium will be calculated as a percentage of the Hammer Price, and will be added to the Hammer Price to determine the final Purchase Price. The Buyer's Premium for Personal Property will be amount equal to Eight percent (8%) of the Hammer Price for each Lot.

If checked, the Buyer's Premium for Personal Property will be reduced to Five percent (5%) for purchases that are paid in cash or by check.

8. Corporate Entities. Any individual tendering a bid on behalf of a corporation, limited liability company, partnership, or other corporate or limited liability entity will be jointly and severally liable to Auctioneer and Seller, along with such entity.

9. No Bid Retraction. No Bidder may retract a bid that has been acknowledged by Auctioneer or that has been submitted online. Each Bidder acknowledges and agrees that Auctioneer is acting in reliance on tendered bids in the conduct of the Auction, and that bid retraction is disruptive and interferes with the Auction, and that, as an inducement for Auctioneer to accept such Bidder's Bidder Registration and for such Bidder to bid at the Auction, each Bidder agrees not to withdraw or to attempt to withdraw any tendered bid.

10. Estimates. Any and all estimates (including Low Estimates and High Estimates), if used, refers to an amount that Auctioneer anticipates (based on Auctioneer's internal calculations and industry

knowledge) that property may bring within certain parameters at the Auction. Estimates (including Low Estimates and High Estimates) are not valuations, and cannot be relied on as such.

11. Online Auction. In addition to all other provisions of these Bidder Terms and Conditions, the following terms and conditions apply if the Auction is conducted, in whole or in part, online:

11.1. Online Bidding Registration. Anyone desiring to bid online, or to establish the possibility of bidding online, will be required to create an online bidding account by completing all necessary forms and providing required information.

11.2. Bidder Terms and Conditions; Notices and Announcements. The Auction will be conducted in accordance with these Bidder Terms and Conditions and any notices or announcements by Auctioneer and/or posted online or onsite.

11.3. Posted Times. All times are based on Mountain Time zone unless stated otherwise. Posted closing times and time displays are approximate. Auctioneer reserves the right to close early or extend the Auction at Auctioneer's sole and absolute discretion.

11.4. Opening the Bidding; Online Bidding Increments. Opening bids will be as determined by Auctioneer, and Auctioneer may establish bid increments, and may modify or change bid increments, in Auctioneer's sole and absolute discretion.

11.5. Records of Online Activity. Absent clerical errors, Auctioneer's records will be final and conclusive.

11.6. Technology Disruptions. Auctioneer will not be responsible for technology disruptions, errors, or failures (including disruptions to bidding or the failure to execute, recognize, or record online bids), whether caused by (i) loss of connectivity, breakdown, disruption, or failure of the Online Auction Platform, (ii) breakdown, disruption, or failure of a Bidder's internet connection, computer, or system, or (iii) otherwise. Auctioneer may, but will not be required to, continue, suspend, delay, extend, reschedule, or close the Auction because of disruptions caused by technology failures, even after bidding has commenced.

11.7. Failures by Online Auction Platform Provider and its Affiliates or Contractors. Auctioneer may use an Online Auction Platform Provider to facilitate the Auction. Under no circumstances will Auctioneer be liable for any failure of the Online Auction Platform Provider to perform all or any of its obligations, or for

the failure of any affiliates, employees, agents, representatives, or contractors of the Online Auction Platform Provider to perform their obligations.

11.8. Auto Extend Feature. Any Online Bidding Period may include an auto extend feature. This means that, if an online bid is entered within a set time period approaching the end of the established Online Bidding Period, the Online Bidding Period will automatically be extended for an additional amount of time in increments established by Auctioneer, and will continue to be so extended until there is a set period of time that lapses during which no online bids are received, after which bidding will close.

11.9. Disclaimer. Auctioneer makes no representations or warranties, and disclaims all representations and warranties, (i) that the Online Auction Platform or any related website or technology will be uninterrupted, error free or virus free, (ii) as to the results that may be obtained by using the Online Auction Platform or any related website or technology, or (iii) as to the accuracy, completeness, reliability, security, or current nature of the Online Auction Platform or any related technology.

11.10. Responsibility for Online Bids. Each Registered Bidder is responsible for all bids transmitted from such Registered Bidder's computer or from such Registered Bidder's account for the Online Auction Platform. If a Winning Bid is sent from the computer of a Registered Bidder, or from a Registered Bidder's account for the Online Auction Platform, such Registered Bidder will be the Buyer.

11.11. No Reduction or Retraction of Online Bids. Except in extraordinary circumstances and in Auctioneer's sole and absolute discretion, online bids may not be reduced or retracted.

11.12. Competing Online and Onsite Bids. In the event of contemporaneously made online and onsite bids, Auctioneer will determine which bid is the successful bid, and may, in Auctioneer's discretion, reopen the bidding.

11.13. Winning Bidders Subject to Certification by Auctioneer. The final determination of the Winning Bidder is subject to certification by Auctioneer; and any email or electronic message (whether generated manually or automatically) is subject to such certification.

11.14 Dumping Fees. Winning Bidders are responsible for picking up any and ALL items won at auction. Any items left behind by the winning bidder may be subject to transport, storage, or dumping fees.

12. Absentee Bids; Remote Bidding. In Auctioneer's discretion, Auctioneer may receive Absentee Bids and/or bids tendered by remote Bidders (whether telephonically or otherwise). Absentee Bids may be initiated and advanced in accordance with Auctioneer's policies and procedures. Auctioneer will make reasonable efforts to execute Absentee Bids, but Auctioneer will have no liability to any Absentee Bidder for the failure to execute any Absentee Bids for any reason whatsoever. Each Absentee Bidder acknowledges and agrees that Property may be sold to another Bidder for the maximum amount of the Absentee Bid based on a bidding sequence that causes another Bidder to reach the such amount first. If the execution of an Absentee Bid at its maximum amount would require Auctioneer to accept a bid that is less than a full bidding increment, Auctioneer has the sole and absolute discretion to acknowledge or reject such bid. An Absentee Bidder may authorize Auctioneer to advance the bid by one or more bidding increments after the maximum amount of the Absentee Bid is, or would be, reached. Auctioneer acts as the agent of the Seller only, and the receipt and/or execution of Absentee Bids will not create an agency relationship between Auctioneer and any Absentee Bidder.

13. Bid Increments. Bid increments are established and controlled by Auctioneer, and may be adjusted or modified in Auctioneer's sole and absolute discretion.

14. Registered Bidders Responsible for Bids Placed on Bidder Number. Each Registered Bidder is responsible for the Bidder Number issued to such Registered Bidder. Auctioneer is not responsible for monitoring or policing the use of Bidder Numbers, and each Registered Bidder is responsible for all bids made on the Bidder Number issued to such Registered Bidder even if the Registered Bidder claims that the Bidder Number was lost, stolen, or misappropriated, unless notice of a lost, stolen, or misappropriated Bidder Number was provided to Auctioneer prior to an unauthorized bid being made. Absent a clerical error, Auctioneer's records will be conclusive.

15. Withdrawal of Property by Auctioneer; Rejection/Retraction of Bids by Auctioneer. Auctioneer has the right to withdraw any Property from the Auction prior to the Fall of the Hammer. Auctioneer may reject any bid and may retract any bid that has been acknowledged.

16. Winning Bid; Buyer. Pursuant to these Bidder Terms and Conditions, the Bidder making the Winning Bid for any Lot will be the Buyer of such Property.

17. All Property Sold "AS IS", "WHERE IS", and "WITH ALL FAULTS". ALL PROPERTY IS BEING OFFERED AND SOLD IN ITS AS IS/WHERE IS CONDITION AT THE TIME OF THE AUCTION, WITH ALL FAULTS, INCLUDING ANY HIDDEN DEFECTS OF ANY NATURE. NEITHER AUCTIONEER NOR SELLER 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 PROPERTY. NO STATEMENT ANYWHERE, WHETHER EXPRESS OR IMPLIED, INCLUDING VERBAL STATEMENTS MADE BY AUCTIONEER, WILL BE DEEMED A WARRANTY OR

REPRESENTATION BY AUCTIONEER OR SELLER. 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. EACH BIDDER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER CANNOT RELY, AND HAS NOT RELIED, ON ANY REPRESENTATION, WARRANTY, GUARANTY, OR OTHER STATEMENTS MADE BY AUCTIONEER, SELLER OR ANYONE ACTING ON BEHALF OF SELLER, ORALLY OR IN WRITING, ABOUT THE PROPERTY, OR ANY OF IT. BY BIDDING, EACH BIDDER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER HAS HAD A FULL AND FAIR OPPORTUNITY TO INSPECT THE PROPERTY, AND IS RELYING SOLELY ON, OR HAS WAIVED, SUCH BIDDER'S INSPECTION AND INVESTIGATION (i) IN DETERMINING WHETHER TO BID, (ii) IN DETERMINING THE AMOUNT OF A BID, AND (iii) IN BIDDING.

18. Announcements. Subject to the limitation set forth in these Bidder Terms and Conditions, all terms and conditions and other announcements made by Auctioneer on the day of the Auction are binding and take precedence over any advertisements or listings.

19. Bidder's Inspection; Non-Reliance. By bidding, each Bidder acknowledges and agrees that such Bidder has had a full and fair opportunity to inspect the Property, and is relying solely on, or has waived, such Bidder's inspection and investigation (i) in determining whether to bid, (ii) in determining the amount of a bid, and (iii) in bidding. All Lots are sold "AS IS, WHERE IS," and each Bidder is relying on such Bidder's own discretion and not on any statements or representations by Auctioneer or Seller.

20. Description of Property; Provenance. Unless expressly stated otherwise in writing, any description of Property is based solely on visual impression, and is given solely for identification purposes, and does not create any warranty, expressed or implied, or representation by Auctioneer or Seller.

21. Contract of Sale for Personal Property. By operation of these Terms and Conditions and Section 2-328(b) of the Uniform Commercial Code, no additional or further writing will be required to evidence the existence of a contract of sale for any Personal Property Knocked-Down at the Auction regardless of the Purchase Price, and these Bidder Terms and Conditions, together with Auctioneer's clerking sheets or other physical or digital notation identifying the Lot, the Hammer Price, and the Buyer, will be conclusive evidence as to the terms of the sale. These Bidder Terms and Conditions will be incorporated into and made a part of the contract between each Buyer and Seller.

22. Conduct of the Auction. Auctioneer will regulate all matters relating to the conduct of the Auction and Auctioneer's decisions will be final and binding. Auctioneer will have control over bidding, and Auctioneer will resolve any and all disputes. Auctioneer may, in Auctioneer's sole and absolute discretion, reopen the bidding (but will not be required to) if (i) a bid is made while the hammer is falling in acceptance of a prior bid or while bidding is otherwise being terminated, or (ii) promptly after the Fall of the Hammer or other termination of the bidding Auctioneer is made aware of a bid that was

unnoticed prior to the Fall of the Hammer or other termination of the bidding, and it is demonstrated to Auctioneer's satisfaction that such bid was, in fact, timely made, or (iii) promptly after the Fall of the Hammer or other termination of the bidding Auctioneer is made aware that Auctioneer and a bid assistant or ringman, or multiple bid assistants or ringmen, have acknowledged bids in the same amount bid from different bidders, or (iv) some other bid dispute arises. Any contract formed with the Fall of the Hammer will be subject to the conditions set forth in this Section. If bidding is reopened pursuant to this Section, the bid recognized by Auctioneer prior to the reopening of the bidding will be held, and may not be retracted, and, if no further bids are received, such bid will be the Winning Bid.

23. Motor Vehicles and Equipment. Any and all motor vehicles and motorized equipment (including, without being limited to, automobiles, trucks, vans, recreational vehicles, motor cycles, motor scooters, tractors, earth moving equipment and other heavy equipment) must be paid in full prior to removal from the Auction Site; and, if any vehicles or equipment are paid for with a check, such vehicles or equipment will not be released unless and until the check clears and the funds have been received by Auctioneer and are not subject to reversal.

24. All Sales Final. ALL SALES ARE FINAL. NO REFUNDS OR RETURNS.

25. All Sales in U.S. Dollars. All sales are strictly in U.S. Dollars.

26. Sales Tax. All Personal Property is subject to applicable sales tax unless an exemption applies.

27. Payment for Personal Property. Payment for Personal Property is due on the Fall of the Hammer. All onsite purchases must be paid for in-full on the day of the Auction, at or before the conclusion of the Auction, and before any Property is removed from the Auction Site by or on behalf of the Buyer. Onsite purchases may be paid in cash, approved check, credit card, debit card, or by wire transfer. Payment for remote purchases (including Online Bids, Absentee Bids, and telephone Bids) must be made or arranged by the close of the Auction. Online purchases must be paid by credit card, debit card, or certified funds; provided, however, that any online purchases in excess of Five Thousand Dollars (\$5,000.00) must be paid by wire transfer. A late payment fee of sixteen percent (16%) will apply to payments made after the close of the Auction. If Auctioneer has not received payment in forty-eight (48) hours of the Auction, the defaulting Buyer may be charged a thirty-five percent (35%) Auctioneer's reselling fee, plus an amount equal to the Buyer's Premium on such amount. The reselling fee is not in lieu of, and does not limit, other remedies available to Auctioneer and/or Seller.

28. Pick-up and Removal; Shipping. Unless purchases are being shipped to a remote Buyer, each Buyer is responsible for removal of Lots purchased at the Auction. Pick-up and removal dates and times will be as posted or announced by Auctioneer. Unless otherwise agreed, each Buyer is solely responsibly for the

disassembly, removal, and transportation of each Lot purchased by such Buyer. Disassembly and removal must be done in a workmanlike manner, and each Buyer will indemnify and hold harmless both Auctioneer and Seller against any and all damage caused by the acts of the Buyer, or the Buyer's employees, agents, representatives, or independent contractors, in connection with the disassembly or removal of any Personal Property. Any and all damage to the Auction Site, including, without being limited to damage to land or buildings, caused by a Buyer or by an employee, agent, representative, or independent contractor of a Buyer, will be repaired by, or at the expense of, such Buyer to the satisfaction of Auctioneer and Seller. Unless otherwise agreed, Auctioneer will ship Lots purchased by remote Buyers. Remote Buyers will be responsible for payment of all postage and shipping costs, insurance, signature confirmation fees, and similar expenses, which will be manually calculated after the Auction. Additional shipping terms may be posted on Auctioneer's website.

29. Abandoned Items. Any Lots not paid in full, not picked up and removed in the time provided (but, under any circumstances, within 7 days after the Auction), or for which payment has not cleared (within 7 days after the Auction), will be considered abandoned and may be offered for sale at a later auction or subject to other disposition. Such abandonment does not relieve the Buyer of the Buyer's obligation to make payment in full. Buyers are responsible for the full purchase price of all Lots Struck Off to them.

30. Returned Checks. Any checks that are returned unpaid will be subject to a returned check fee in the amount of \$30. In addition to the foregoing, Auctioneer will be entitled to recover all costs and expenses, including attorneys' fees, for the collection of payment made in the form of a check that has been returned unpaid.

31. No Stop Payment Orders or Credit Card Chargebacks. Each Bidder agrees that such Bidder will not, under any circumstances, (i) issue a stop payment order with respect to any checks issued at or in connection with the Auction, or (ii) initiate a credit card chargeback with respect to any purchases at the Auction. Each Bidder further agrees that if, in violation of these Terms and Conditions, a stop payment order is issued or a credit card chargeback is initiated, these Bidder Terms and Conditions will be conclusive evidence of the Bidder's (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 each Bidder acknowledges and agrees that on Auctioneer's presentation of these Bidder 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 Bidder Terms and Conditions, a Bidder issues a stop payment order or initiates a credit card chargeback, such Bidder, even if successful, will remain liable for all purchases made at the Auction, and will be responsible for all costs and expenses, including attorneys' fees, incurred by or on behalf of Auctioneer and/or Seller in challenging the stop payment order or credit card chargeback and in collecting payment. Each Bidder acknowledges and agrees that the covenant not to issue a stop payment order or to initiate a credit card chargeback is a condition to the issuance of a Bidder Number to such



Bidder, and is being made as an inducement for Auctioneer to accept such Bidder's Bidder Registration, to issue a Bidder Number, and to permit the Bidder to Bid at the Auction. Each Bidder acknowledges and agrees that Auctioneer is relying on the covenant not to issue a stop payment order or to initiate a credit card chargeback in accepting such Bidder's Bidder Registration, in issuing a Bidder Number, and in permitting the Bidder to bid at the Auction.

32. Claims. Unless otherwise provided in writing, after a Lot has been removed from the Auction Site by or on behalf of a Buyer, no claims or returns will be allowed and no claim will be allowed for adjustments or rescission of any sales based on the failure of a Lot to correspond with any standard and/or expectation of the Buyer.

33. Buyer's Remedies; Bidders/Buyers Not Entitled to Incidental or Consequential Damages. To the extent that any Bidder or Buyer may be entitled to damages or remedies, the sole and exclusive remedy available to Bidders and Buyers is a return of the Purchase Price actually paid. Under no circumstances will Auctioneer or the Seller be liable for incidental or consequential damages, including, without being limited to lost profits or reduced productivity. Each Bidder acknowledges and agrees that no Bidder or Buyer is entitled to specific performance or other equitable relief.

34. Seller's Remedies. If any Buyer breached such Buyer's obligations under these Terms and Conditions or under a sale contract with the Seller of Property Struck Off at the Auction, such property may be resold and the breaching buyer will be responsible for any and all damages, including any deficiency or reduction in the Purchase Price, along with incidental damages, in addition to Auctioneer's reselling fee.

35. Indemnification. Each Bidder agrees to indemnify and hold Auctioneer and Seller harmless from any current or future claim regarding the Auction or the Property, including, without being limited to, fitness, use, damage, safety, or injuries to persons or property.

36. Private Sale. No Participant or Registered Bidder may offer to enter into a Private Sale for the purchase of any of the Property prior to or during the Auction. If any of the Property is not Struck Off at the Auction and Seller enters into an agreement to sell any of the Personal Property within thirty (30) days after the Auction, Auctioneer will be entitled to receive an amount equal to Auctioneer's Commission and Buyer's Premium.

37. Waiver. Certain provisions of these Bidder Terms and Conditions are for the exclusive benefit of Auctioneer and/or Seller(s). Such provisions, including, without being limited to, Bidder registration and qualification requirements, deposit and payment terms (including the method, form, and timing of payment), removal and delivery terms, and Property inspection terms), do not create, and will not be deemed to create, any benefits or rights in favor of any other persons, including competing Bidders, and

may not be enforced by any other persons. Either globally or on a case by case basis Auctioneer and/or Seller may (but will not be required to) waive any provisions of these Bidder Terms and Conditions that are intended for the benefit of Auctioneer and/or Seller.

38. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Mediation. These Bidder Terms and Conditions will be governed by and construed in accordance with the laws of the State of Colorado, 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 sitting in and for the Mesa County, Colorado, which courts will have exclusive jurisdiction, and will be the exclusive venue, for any and all such claims, disputes, and other matters. By submitting a Bidder Registration and accepting a Bidder Number each Registered Bidder irrevocably and unconditionally (i) agrees that any claim, suit or cause of action relating to these Bidder Terms and Conditions, or the transactions contemplated hereby, will be brought in the state or federal courts sitting in and for the Mesa County, Colorado; (ii) consents to the jurisdiction of such courts for any such claim, suit or cause of action; (iii) waives 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) waives any objection to the bringing of such claim, suit or cause of action in such courts on the grounds of forum non conveniens. Each Bidder, Buyer, and other Participant waives the right to a jury trial. Notwithstanding the foregoing, Each Bidder and Auctioneer agree to mediate any dispute or claim they may have concerning the enforcement of these Bidder Terms and Conditions. The mediation will be held in Delta County, Colorado or any other location agreed on in writing by the parties to the mediation with the mediator selected by agreement of the parties. If the parties cannot agree on a mediator, each party will select an independent mediator and those mediators will select a mediator of the dispute. Should any party fail to mediate their dispute prior to turning to litigation, that party will lose its right to attorneys' fees as stated below even if determined to be the prevailing party. In the event of any dispute concerning the enforcement of these Bidder Terms and Conditions, including an action for declaratory relief, the prevailing party in that dispute will be entitled to their reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

39. Attorneys' Fees. If any Buyer or other Participant breaches such Buyer or other Participant's obligations under these Bidder Terms and Conditions, Auctioneer and/or Seller will be entitled to recover all costs and expenses, including attorneys' fees incurred in enforcing their respective rights hereunder (including, without being limited to, the costs and expenses of collecting unpaid invoices and damages).