



TERMS AND CONDITIONS:

All persons desiring to bid must be registered prior to the auction and must have obtained a Bidder's Number.

Jet Auctioneers, LLC dba Airaircraft Auctioneers, herein after referred to as the Auctioneer, reserves the right to add to or withdraw from the auction any Aircraft listed or not listed, to group individual Aircraft into larger lots of Aircraft for sale, or to sell all Aircraft in bulk when it is in the best interest of the Seller. Changes to or additional terms and conditions, additions or deletions may be announced by the Auctioneer before ordering the course of the auction.

Jet Auctioneers, LLC dba Airaircraft Auctioneers neither conducts an appraisal nor has any association with the appraiser for our auctions. The Auctioneer has no control over the appraisal contract, and cannot warrant, stand behind or guarantee information contained in the appraisal.

All Aircraft are sold **AS IS, WHERE IS** with no warranty, expressed or implied. The Auctioneer shall not be responsible for the correct description, authenticity, genuineness, or defect in any Aircraft and makes no warranty in connection therewith. No allowance, refund or set aside will be made on account of any incorrectness, error in cataloging, imperfection, defect or damage. Any descriptions or representations are for identification purposes only and are not to be construed as a warranty of any type. It is the responsibility of the Buyer to have inspected thoroughly the merchandise and to have satisfied himself or herself as to its condition and value and to bid based upon that judgment solely.

Security for purchases is the responsibility of the Buyer and begins immediately upon the sale of each Aircraft. Removals are at the expense, liability and risk of the Buyer. Auctioneer shall not be responsible for goods not removed within the specified time period. Auctioneer shall not be responsible for non-delivery or for any other matter or thing to any purchaser of any Aircraft, in any event.

The Auctioneer is acting as Agent for the Seller and all representations made by Auctioneer are made on behalf of the Seller. The Auctioneer is not responsible for the acts or representations of the Seller. Any action or recourse will be directed to the Seller and not to the Auctioneer.

Settlement must be made by 10% down payment and payment in full with 10 business prior to delivery of aircraft by cash, wire transfer, Cashier's Check or check accompanied by a current original Bank Letter of Guarantee (to be presented upon prior to delivery). Seller shall retain full security interest in all merchandise until full and complete payment is made to Jet Auctioneers, LLC dba Airaircraft Auctioneers Shipping, handling, insurance, storage and security charges will be calculated and paid at the time of payment at the auction.

Aircraft not paid for and removed within the specified time period may be resold without notice.

Upon the sale of each aircraft, the Auctioneer announces the final sale price and successful Buyer's number. All questions or disputes regarding Buyer, aircraft identity, price or quantity must be resolved immediately upon the sale of said aircraft. No changes or adjustments will be made at any later time. The record of the sale kept by the Auctioneer and sale clerk will be taken as final in the event of any dispute.

All persons attending preparation, inspection, sale or removal of Aircraft assume all risks whatsoever of damage or loss to person and property and specifically release the Auctioneer formal liability therefore. The Auctioneer shall not be liable by reason of any defect in or condition of the merchandiser premises on which the sale is held.

All descriptions of items for sale contained herein or provided orally or in writing at the time of the auction are believed to be correct, but the Auctioneer makes no representation or warranty, express or implied, as to the accuracy of any such description, and hereby specifically disclaims any such warranty. The Buyer specifically agrees and acknowledges that the description of an article as a aircraft or other aircraft or the description of a vehicle as being of a particular make does not constitute any representation or warranty that the vehicle is as described. The Buyer hereby agrees to rely solely on his/her own expertise to determine the value of any item purchased rather than the description of any article contained in the catalog or announced by the Auctioneer. All statements made at time of auction take precedence over all marketing materials and/or information provided.

The Buyer agrees that any item successfully bid upon will be paid for by the Buyer immediately following the conclusion of the auction and before departing the auction premises by delivery of cash or a check drawn on an account

containing sufficient immediately available funds. To the extent that the bidder is an individual acting on behalf of a corporation registered as the bidder, the individual bidder shall be jointly and severally liable with the corporation for payment of the purchase price. The Buyer acknowledges and agrees that no "stop payment" order shall be issued or honored. The Buyer further agrees that a stop payment order or a check returned marked "insufficient funds" shall be considered prima-facie evidence of intent on the part of the buyer to defraud the Auctioneer at the time of delivery of the check.

Anti-Terrorism Representations. Neither Seller or Buyer nor, to the Knowledge of Seller or Buyer, any person or entity holding any legal or beneficial interest whatsoever in Seller or Buyer (whether directly or indirectly), nor, to the Knowledge of Seller or Buyer, any Seller or Buyer employees, agents or representatives, is (a) named on any list of persons issued by the Office of Foreign Assets Control of the United States Department of the Treasury (**OFAC**) pursuant to Executive Order 13224 or the Annex thereto issued by the President of the United States, as amended and as in effect on the Closing Date, or any similar list issued by OFAC or any other department or agency of the United States of America (collectively, the **OFAC Lists**), or any other laws, policies, lists or other requirements of any Governmental Entity addressing or in any way related to terrorist acts or acts of war, including the Terrorism Sanctions Regulations (31 C.F.R. Part 595), the Terrorism List Governmental Sanctions Regulations (31 C.F.R. Part 596), the Foreign Terrorist Organizations Sanctions Regulations (31 C.F.R. Part 597) and the Foreign Narcotics Kingpin Sanctions Regulations (31 C.F.R. Part 598) (collectively, the **Anti-Terrorism Laws**), or (b) included in, owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons referred to or described in any OFAC Lists, or (c) otherwise in violation of any Anti-Terrorism Laws. None of the Property or interests in property of Seller is subject to being blocked under any Anti-Terrorism Laws. Neither the acceptance nor performance of this Auction by Seller or Buyer is or will be in violation of any Anti-Terrorism Laws.

To the extent required to assist in protecting the integrity of our Auctions, we may prevent fraud and limit the risk of money laundering and terrorist financing by, at our discretion, not accepting a Payment Method or request that you add another Payment Method.

The Buyer agrees that the act of submitting a bid shall constitute acceptance of each and every term and condition contained herein and of any additional terms and conditions which may be posted at the auction or which may be announced by the Auctioneer. The Buyer agrees that in any dispute between the Seller and the Buyer or between competing bidders arising in connection with any sale at

the auction, the Auctioneer shall have the right but not the obligation to settle such dispute, and the Buyer shall abide by the decision of the Auctioneer, whose decision shall be final with respect to such matter. The Buyer further agrees to indemnify the Auctioneer for all liabilities, damages, costs, and expenses including attorneys fees incurred in connection with any such dispute or in connection with any claim, litigation, controversy, dispute or proceeding arising from any purchase of an article by the Buyer or from any subsequent sale of such article to any third party.

Upon payment of any amount to Seller, the Auctioneer or its assigns shall be subjugated to all of the Seller's rights of recovery. The Buyer agrees that any and all disputes arising from this auction will be resolved solely through binding arbitration in Douglas County, Nebraska.