

Terms and Conditions

It is recommended that Buyer and Consignor (herein referred to as "Seller") read, understand and, should they desire, seek legal advice before accepting the terms and conditions set forth herein.

ConcreteIronAuctions.com (herein referred to as "CIA.com") is currently located online at; <http://www.concreteironauctions.com> . CIA.com is a subsidiary of ConcreteIron, Inc., with its U.S. headquarters located at 1008 Douglas Drive, Roanoke, TX 76262. ConcreteIron, Inc. is a Texas Corporation.

Seller's Compliance: Seller agrees

1. To sell and release any or all equipment that reaches the minimum bid submitted to CIA.com by Seller to the highest bidder.
2. To maintain all equipment listed for auction in the same condition as was described by Seller in its initial listing and/or by any third party inspection service(s).
3. To secure and protect the equipment until it is removed from Seller's premises or location by Buyer or Buyer's agent.
4. To allow access to the equipment by a designated CIA.com inspector for purposes of photographing, videoing and/or obtaining a condition report.
5. To provide a qualified operator of the equipment on the day(s) of inspection.
6. To fully disclose all equipment lien information, and to provide clear title and documentation for Buyer to register the equipment.
7. To remit all fees associated with the sale of your equipment to CIA.com.
8. To release and make available equipment to Buyer within 24 hours of the equipment purchase funds being cleared and held in escrow by CIA.com.
9. To accept final settlement proceeds less auction commissions and fees no later than two (2) business days after confirmed receipt by Buyer or confirmed bill of lading.
10. Seller agrees not to engage in "shill bidding" or have anyone else bid on Seller's behalf.
11. Seller agrees to indemnify and hold harmless CIA.com from and against all claims and liabilities resulting from any equipment sold, including but not limited to: proximate or consequential damages, failure to comply with local, state or federal laws, and costs or legal expenses, including but not limited to reasonable attorneys' fees, arising there from.

Buyer's compliance: Buyer agrees

1. To accept responsibility for all internet bids submitted in association with Buyer's registered User ID. All bids are binding and cannot be retracted.
2. To accept and pay a CIA.com imposed Buyer's premium of 2% on final sale price of equipment.
3. To remit a deposit of 15% of the final sales price of any and all equipment purchased within 24 hours of receiving notification that Buyer has submitted the winning bid.
4. To remit the balance of the final sales price for any equipment purchased within 4 business days after receiving notification that you are the winning bid. (U.S. bank business days are Monday through Friday)
5. To be liable for all sales taxes, import taxes and fees (whether Domestic [U.S.] or International) associated with the purchase of any equipment.
6. To remove the equipment from the Seller's premises no later than ten (10) business days after the auction closes; Buyer agrees that, after thirty (30) business days have elapsed and Buyer has not removed the equipment from Seller's premises, the equipment may be deemed abandoned and re-sold with no recompense to Buyer.
7. To be responsible for all title registration, loading and freight associated with the delivery of this equipment and any loss or liability associated with the delivery of this equipment and or accessories to its final destination.
8. In the event of Buyer default, CIA.com will impose a Default Penalty of 12% of the final bid price that was awarded to Buyer. Buyer will be banned from using CIA.com until all penalties are paid in full, and then subject to a negative buyer's rating.
9. To indemnify and hold harmless both Seller and CIA.com from and against all claims and liabilities resulting from any equipment sold/purchased including, but not limited to, proximate or consequential damages, failure to comply with local, state or federal laws, and costs or legal expenses including, but not limited to, reasonable attorneys' fees, arising there from.
10. No claims will be allowed or addressed after any sold equipment has been removed from Seller's premises.

Acceptance of Terms. Before you attempt to buy or sell any Equipment through the Services and/or begin participating in or using the Site, CIA.com requires that you read and accept the following Agreement. BY CHECKING ON THE SPACE NEXT TO THE "ACCEPT TERMS & CONDITIONS" TEXT, YOU HEREBY REPRESENT THAT YOU HAVE READ, UNDERSTAND AND ACCEPTED THE

TERMS AND CONDITIONS OF THIS USER AGREEMENT AND ALL AGREEMENTS INCORPORATED BY REFERENCE. If you choose not to accept this Agreement, you may not access the CIA.com website.

Amendment. CIA.com may, at its sole discretion, change, modify, add or remove any portion of this Agreement, in whole or in part, from time to time and at any time with or without notice to you, by posting such changes on the Site. Your continued use of the Site and the Services after such changes are posted will constitute your agreement to such changed Agreement. This Agreement was last revised on February 25, 2010.

Capacity to Contract. These Services are available only to individuals or entities that can agree to or form legally binding contracts. Without limiting the foregoing, neither minors in any jurisdiction (as "minors" is defined by any applicable jurisdiction) nor individuals who have been suspended from using the services provided by CIA.com may use the Services provided by CIA.com.

Registration. In order to participate in the Services, users must register with CIA.com by filling out a registration form and providing certain information to CIA.com. When CIA.com has notified users that their registration form has been approved, such user shall become a "Registered User". Registered Users include both Buyers (as defined below) and sellers ("Sellers") of the listed Equipment. By providing the required information to CIA.com, you represent and warrant that (i) all user information provided during registration is accurate and complete, and (ii) you will update such user information from time to time so that it is kept current, accurate and complete at all times. CIA.com reserves the right to disapprove, suspend or terminate your registration for any reason, at its sole discretion, and to prohibit you from participating in the Services.

Login ID, Password and Security. During the registration process, you will select a login ID and password. You are solely responsible in all respects for all use of and for protecting the confidentiality of your login ID and password. You agree to notify CIA.com immediately of any unauthorized use of any login ID and password or any other breach of security regarding the Services.

Inspections. CIA.com uses certified and/or licensed third party inspectors. All third party inspectors requested by the Seller must be approved by CIA.com. All inspections will be paid for by Seller. The Inspection Report may not be displayed, published, sold, reproduced, disseminated or otherwise used by you without the prior written approval from CIA.com except as expressly provided in this

agreement. CIA.com reserves the right to refuse to inspect any piece of equipment being registered for listing on the Site. CIA.com reserves the right to refuse to list for auction any piece of uninspected Equipment.

Restrictions of Use. From the time of Equipment Listing and until the Buyer removes the Equipment from your location, Seller may not operate, lease, rent, modify, use or allow the Equipment to be altered in any way which might affect the accuracy of the Listing Details (including, without limitation, the Inspection Report). Violation of these terms for "Restriction of Use" will result in a penalty equal to the final settlement fees due to CIA.com after the sale being assessed against Seller.

Changes to Listing Details. If at any time prior to Auction Opening Time the Equipment is altered or modified in any way which might affect the accuracy of the Listing Details (including, without limitation, the Inspection Report), in order to proceed with an auction, the Listing Details must be re-submitted. If the Equipment was previously inspected, you must have the Equipment re-inspected and pay the Inspection Company a re-inspection fee ("Re-inspection Fee "). If the Equipment was not inspected, you must supply updated Listing Details to CIA.com and pay CIA.com a second Listing Fee of \$200.00.

Post Sale Re-inspection. CIA.com reserves the right to re-inspect the equipment at the close of auction for whatever reason CIA.com deems appropriate. This re-inspection will be at no cost to the Seller.

No Price Manipulation. Seller may not manipulate the price of listed Equipment by any means, including but not limited to using secondary accounts, colluding with third parties or bidding on Seller's own Equipment. Seller may not use an alias to place bids on any Equipment Seller has listed for sale, either directly or indirectly, for any reason. If Seller fails to comply with this restriction, in addition to any other rights or remedies it may have CIA.com may pursue a claim for damages against Seller. Any Seller who engages in this kind of behavior may be banned from using the CIA.com site.

Seller Options after Buyer Default. If the winning bidder does not make payments in accordance with the payment schedule set forth in the Terms and Conditions, the winning bidder is considered in default ("Buyer Default"). As the Seller of any piece of Equipment subject to Buyer Default, Seller may elect any one of the following options after CIA.com notifies Seller of such Buyer Default.

◆ **Offer Equipment to Second Highest Bidder at Second Highest Bid Price.**

If there was more than one bidder for the defaulted Equipment, Seller may elect to offer the Equipment to the second highest bidder in the auction at the maximum bid amount entered by the second highest bidder. If Seller elects this option, the second highest bidder will have two (2) business days to decide whether to accept the winner's position for the auction. If the second highest bidder accepts the winner's position, Seller's Equipment will be sold and Seller will receive the sale proceeds based on that second bidder's highest bid, less any applicable commissions and fees, in accordance with the terms and conditions of this Agreement.

◆ **Re-list the Equipment for Subsequent Auction.**

Seller may elect to re-list the Equipment for sale in one subsequent CIA.com auction, within thirty (30) days of the close of the auction with the Initial Listing of the unit, without incurring an additional Listing Fee. All other terms and conditions of this Agreement remain in effect for any such re-listing in a subsequent auction.

◆ **Withdraw the Equipment from Auction.**

Prior to the start of the Auction, Seller may elect, without penalty, to withdraw the Equipment from said auction and Seller will not be responsible for payment to CIA.com of any unpaid Listing Fee. If Seller has paid a Listing Fee, and elects not to re-list, this fee will not be refunded to Seller.

Delivery of Title and Other Documentation for Department of Motor Vehicle On-Road Registration. Prior to any auction period, Seller shall deliver to CIA.com documents evidencing Seller's title to the Equipment, including legible copies of the original Department of Motor Vehicle title, manufacturer Certificate of Origin and any and all other documents required to transfer title of the Equipment to any Buyer, where ownership of the Equipment or any part thereof is capable of being or required to be registered. Prior to delivery to Buyer, Seller shall properly endorse these titles and documents either by Seller's signature or a Power of Attorney as necessary to permit any Buyer to register ownership of the Equipment.

Ownership Certification, Verification and Lien Searches. At the time of listing Equipment, Seller is responsible for and obligated to make full representation and disclosure for all liens, adverse claims and other title encumbrances and third party interests that may exist on their Equipment to CIA.com in writing. Further, the Seller unconditionally gives CIA.com authorization to contact and verify with

their creditors all outstanding encumbrance balances that may affect or compromise the assignment of the Equipment to a new Buyer.

Seller also represents and warrants to CIA.com and Buyer that Seller has the right to sell the Equipment and that good and marketable title to such Equipment will, at such time the Equipment is sold, be conveyed to Buyer free and clear of all liens including, without limitation, any tax liens, encumbrances and adverse claims.

CIA.com, at its sole discretion and prior to Equipment auction, may ask the Seller for additional funds to repay Seller's creditor obligations when Seller's net proceeds are not estimated to be sufficient to extinguish the Seller's obligation(s) with regard to the Equipment.

The Seller shall pay CIA.com upon demand of CIA.com, all expenses and payments incurred in connection with any removal of any liens or the performance thereof, as the case may be, plus a \$150.00 fee. No such payment or performance by CIA.com shall be deemed to waive any breach by the Seller, or relieve the Seller of its creditor obligations.

In its sole discretion, CIA.com may independently carry out title and lien searches to investigate the existence of filed UCC financing statements on the Equipment that may compromise assignment of the Equipment to the new Buyer. CIA.com may charge the Seller a lien fee for this verification ("Ownership Verification and Lien Search Fee").

Auctions

Auction Period. The Auction Period shall be determined by CIA.com and may be changed at CIA.com's discretion.

Bidder Conduct. As a potential Buyer, you acknowledge and agree that once you have placed a bid, you may not retract the bid. In addition, sale price manipulation of any kind, directly or indirectly, by any users is prohibited, including, but not limited to, by bidding through a secondary account, agent or assigns on Equipment that Seller has listed for auction, by communicating with other Buyers and Sellers, or by shill bidding.

Bids Rejected. CIA.com reserves the right to reject any bid that it deems invalid or it feels was not made in good faith or was made with intent to undermine the auction process.

Winning Bids. CIA.com is the sole judge for the determination of winning bids ("Final Sale Price" or "Final Selling Price"), but CIA.com shall not be liable for any errors or omissions relating to such determination, whether by CIA.com or some other person.

Postponement and Cancellation. CIA.com reserves the right to postpone or cancel any Premier Auction or General Auction, or any sale resulting there from, in its own discretion, without notice. CIA.com will have no liability to prospective bidders, Buyers or Sellers as a result of any withdrawal, cancellation or postponement of Auctions or sales.

Liability for Equipment. The Equipment shall be and remain at the risk of the Seller (and not CIA.com) until the Equipment is removed from the posted Equipment location by the Buyer or the Buyer's designated transportation provider. The Equipment shall be and remain at the risk of the Buyer and/or the Buyer's designated transportation provider (and not CIA.com) while in transport. The Equipment shall be and remain at the risk of the Buyer once physical transfer of equipment has been made from Seller to Buyer or Seller to transport carrier.

Final Settlement Fees. Full payment from the winning bidder in the amount of the Final Selling Price, applicable sales tax and all applicable fees must post to a secure payment account designated by CIA.com. A 15% deposit is required within 24 hours after Buyer receives notification of winning bid and the balance is to be paid within 4 business days, as defined above. All funds are to be paid via certified check or wire transfer for U.S. Buyers, and via wire transfer only for buyers outside the U.S.

Buyer Default. If, after four (4) business days (a business day being defined as Monday-Friday, excluding U.S. Federal holidays) after the close of the Auction for the piece of Equipment, the Buyer does not make full payment in accordance with the payment schedule and terms set forth above, the Buyer is considered in default and shall be subject to loss of deposit and/or a 12% of closing price penalty. Buyer may be banned from CIA.com if restitution is not made to CIA.com.

Buyer Removal of Equipment. Buyers are responsible for loading and shipping the Equipment for transportation, unless otherwise noted in the Equipment listing. Seller agrees to have the Equipment available for transportation, complete with ignition key, to the Buyer no later than one (1) business day after the conclusion of the auction for the piece of Equipment. Buyer may remove the Equipment from the Seller's location once the Final Sales Price (and any applicable sales tax and any

and all fees) has been received by and posted to a secure payment account designated by CIA.com. If a Buyer has not removed the Equipment from the Seller's location within ten (10) business days after the close of the Auction for the piece of Equipment, the Buyer will be responsible for directly paying the Seller any and all storage fees incurred by the Seller.

Remittance of Proceeds to Seller. CIA.com shall remit the Final Sale Price less any commission or fees as set forth herein to Seller for such Equipment within ten (10) business days after the receipt of full payment from the Buyer. Payments by CIA.com will be made by electronic wire transfer. Requests for overnight check will be subject to administrative fees and courier fees.

Ownership Certification, Verification and Lien Searches. At the time of listing Equipment, Sellers are responsible to make full representation and disclosure for all liens, adverse claims and other title encumbrances and third party interests that may exist on their Equipment to CIA.com in writing. Further, the Seller unconditionally gives CIA.com authorization to contact and verify with their creditors all outstanding encumbrance balances that may affect or compromise the assignment of the Equipment to a new Buyer.

If the Seller fails to remove any lien, encumbrance or adverse claim on or to any Equipment sold or fails to perform or comply with any other of its obligations under this Agreement, CIA.com will remove such lien, encumbrance or adverse claim using the net sale proceeds otherwise due to the Seller. If the Seller's net proceeds are insufficient to discharge creditor claims on the Equipment, the Seller is fully responsible for paying the outstanding debt balance immediately. CIA.com at its sole discretion and prior to Equipment auction may ask the Seller for additional funds to repay their creditor obligations when Seller's net proceeds are not estimated to be sufficient to extinguish the Seller obligation.

The Seller shall pay CIA.com upon demand all of CIA.com's expenses and payments incurred in connection with any removal of any liens or the performance thereof.

No such payment or performance by CIA.com shall be deemed to waive breach by the Seller or to relieve the Seller of its creditor obligations.

In its sole discretion, CIA.com may independently carry out title and lien searches to investigate the existence of filed UCC financing statements on the Equipment that may compromise assignment of the Equipment to a new Buyer. CIA.com may charge the Seller a lien fee for this verification ("Ownership Verification and Lien Search Fee").

Fees & Pricing (Seller)

1. **Listing Fee** of \$50 per untitled unit and \$150.00 per titled unit will be assessed. A video of the unit can be placed on an ad for an additional \$25 per video. These are a non-refundable administration fees that are collected prior to each item going to auction.
2. **Inspection Fees** will be paid direct to inspection company payable in advance of the auction. Inspection Fees will be quoted separately and priced based on time, travel and number of units inspected.
3. **Re-inspection Fees** will be assessed if the Equipment requires inspection due to alterations or if it is determined that use of the Equipment has potentially affected its condition. Re-inspections will be assessed at 50% of the original Inspection Fee.
4. **Unauthorized Use Penalty** will be assessed if it has been determined that the Equipment has been used in excess of its agreed-to usage. Acceptable usage is defined as moving the Equipment for storage, Auction Inspection, repairs and/or painting. Unauthorized use will subject the Equipment to auction cancellation and a penalty of \$500.00. If unauthorized use is determined post-Auction, then a penalty of 10% of the final sale price will be assessed and deducted from the settlement proceeds. If unauthorized use (by Seller) has been determined and proven by Buyer (and Buyer has taken possession), then Seller will refund all proceeds of the sale of the Equipment and assume all expenses associated with freight on the return of the Equipment, as well as any or all documented expenses related to the purchase of the Equipment borne by the Buyer.
5. **Delay of Equipment Transfer Penalty** will be assessed to the Seller if the Equipment is not ready for Buyer to take possession within 24 hours after Seller has received notification from CIA.com that the purchase funds have been received and have been escrowed. A penalty of \$200.00 per day plus Buyer's expenses relating to freight delays, driver layovers, meals and lodging, permit rescheduling, and/or air/ground transportation rescheduling will be assessed to Seller, and funds equal to that penalty will be withheld from final settlement proceeds.
6. **Seller Default Penalty** will be assessed if Seller fails to release the Equipment to Buyer or Buyer's freight agent for any reason. Seller will be fined 25% of the final sale price (auction winning price) plus all other fees associated with these transactions that are to be borne by the Seller.

Seller agrees to reimburse all documented expenses borne by the Buyer in its efforts to purchase the Equipment.

7. Sellers whom are determined to be involved in **shill bidding (manipulating bids, bidding on own equipment)**, will be assessed a penalty of 25% of the final sales price (auction winning price) plus all other fees associated with this listing. Seller will not be entitled to any refunds of expenses associated with the listing, inspection and sale of the Equipment.

8. **Sellers commission schedule payable to CIA.com:**

1	to	\$25,000	15%
\$25,001	to	\$50,000	12%
\$50,001	to	above	10%

9. **Starting Bid:**

Seller may elect to establish a starting bid. Seller understands that Sellers item may sell for this amount with out receiving a higher bid. CIA.com has the right to reject Sellers starting bid request if CIA.com deems this amount to be unreasonable. Seller understands that establishing a starting bid may result in the auctioned item not receiving a bid equal to the starting bid and the item not being sold. CIA.com and Seller agree to list for the Auction date_____

Equipment Description	Starting Bid

Buyer Fees

1. Buyer will pay 2% of winning bid price to CIA.com as a Buyer's Premium.
2. Buyer will pay a 15% deposit within 24 hours of receiving notification from CIA.com that Buyer has submitted the winning bid. The balance of the purchase funds shall be due within 4 business days of buyer receiving notification of having the winning bid.
3. Buyer is subject to a Default Penalty Fee if Buyer fails to complete the transaction for any reason. A penalty of 12% of the winning bid price will be assessed. Buyer will be banned from using the CIA.com web site until all fees are paid in full.

Summary of ConcreteIronAuctions Buyer's & Seller's Fee Schedule

<i>SELLER'S</i>	<i>TYPE OF FEE</i>	<i>COST</i>
	Listing-per item	Non-Titled Unit: \$50 Titled Unit / Vehicle: \$150 Video: \$25 per ad
	Commission Schedule	
	\$1-\$25,000	15%
	\$25,001-\$50,000	12%
	\$50,001 & above	10%
	Inspection	TBD-Based on Time, Travel & # of units
	Re-Inspection	50% of Original Inspection Fee
	Altered/Modified Equipment after Listing	Re-Inspection fee or 2nd Listing Fee (whichever is applicable)
	Unauthorized Use	\$500 & possible cancellation of auction
	Unauthorized Use-Post-Auction	10% of Final Sale Price
	Delay of Transfer	\$200 per day + Buyer's exp.
	Ownership Verification & Lien Search	\$150 plus All Expenses & Payments Incurred
	Seller Default	25% of Final Sale Price plus all other fees associated with these transactions that are to be borne by the Seller. Seller will reimburse all documented expenses of Buyer related to purchase of Equipment.
	Shill Bidding	25% of Final Sale Price plus all other fees associated with this listing. Seller will not be entitled to any refunds of expenses associated with the listing, inspection and sale of the Equipment.
<i>BUYER'S</i>	<i>TYPE OF FEE</i>	<i>COST</i>
	Buyer's Premium	2% of Winning Bid Price
	Deposit	15% within 24 hrs. of winning notification
		Balance due within 4 business days
	Buyer's Default	12% of Winning Bid Price

Disclaimer; Limitation of Liability; Indemnity

Disclaimer. THE EQUIPMENT, SITE AND OTHER SERVICES, INCLUDING ALL CONTENT, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE OR OTHER SERVICES (INCLUDING WITHOUT LIMITATION THE INSPECTION REPORT), ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CIA.COM AND SELLER DO NOT WARRANT THAT THE EQUIPMENT, SERVICE OR THE FUNCTIONS, FEATURES OR CONTENT (INCLUDING THE INSPECTION REPORT) CONTAINED THEREIN OR IN THE SITE WILL BE FUNCTIONAL, TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. CIA.COM AND SELLER MAKE NO WARRANTY THAT THE EQUIPMENT, SITE OR OTHER SERVICES WILL MEET BUYERS'/USERS' REQUIREMENTS OR EXPECTATIONS, AND EXPRESSLY DISCLAIM ANY WARRANTIES OR GUARANTEES THAT BY LISTING EQUIPMENT ON THE SERVICES OR THE SITE, THE LISTED EQUIPMENT WILL BE SOLD OR WILL BE SUITABLE FOR ANY PURPOSE. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY OTHER SERVICES ON THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE AND OTHER SERVICES. CIA.COM AND SELLER MAKE NO WARRANTY REGARDING ANY EQUIPMENT OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CIA.COM, SELLER OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CERTAIN USERS. CIA.COM AND SELLER EXPRESSLY DISCLAIM ANY ENDORSEMENT OR WARRANTY OF ANY EQUIPMENT SOLD ON OR THROUGH THE SERVICES, AND DISCLAIM ANY RESPONSIBILITY FOR ANY MISREPRESENTATIONS OR BREACHES OF THE AGREEMENT OF ANY KIND COMMITTED BY ANY OTHER USER.

Limitation of Liability. IN NO EVENT SHALL CIA.COM OR SELLER BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM (A) ANY INJURY TO ANY PERSON OR PROPERTY CAUSED BY THE EQUIPMENT OR (B) DEFECTS IN SUCH EQUIPMENT ON ANY THEORY OF LIABILITY, WHETHER BASED IN

CONTRACT, TORT (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY) OR OTHERWISE. IN ADDITION, IN NO EVENT SHALL CIA.COM OR SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SERVICES, THE SITE OR ITS CONTENT (INCLUDING WITHOUT LIMITATION THE INSPECTION REPORT) AND MATERIALS AND FUNCTIONS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, EVEN IF CIA.COM OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS. IN NO EVENT SHALL THE TOTAL LIABILITY OF CIA.COM TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE) ARISING FROM THIS AGREEMENT OR YOUR USE OF THE SITE AND OTHER SERVICES EXCEED, IN THE AGGREGATE, \$100.00.

Indemnity. You agree to defend, indemnify and hold harmless CIA.com, its officers, directors, agents, subsidiaries and employees from claims, demands and damages, actual and consequential, of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, to the extent arising out of or in any way connected with any breach or violation by you of this Agreement, any use by you of the Site or other Services, and any disputes or damages caused by or arising out of your use of or contracts formed with you through this Site or other Services, including without limitation any personal injury, death or property damage caused by or arising out of the subsequent use of any Equipment sold or purchased from this Site.

Modification and Availability. CIA.com may, at any time, delete, modify or supplement the content of this Site without prior notice. CIA.com reserves the right, for any reason, at its sole discretion, to terminate, change, suspend or discontinue any aspect of the Site or other Services, including, but not limited to, content, features or hours of availability. CIA.com may also impose limits on certain features of the Services or restrict your access to part or all of the Site or other Services without notice or penalty.

Arbitration. In the event of any dispute arising out of or relating to CIA.com's provision of Services under this Agreement or in connection with any Equipment sold via the Services provided by CIA.com under this Agreement, you agree to submit any such dispute to binding arbitration with the American Arbitration Association ("AAA") at the AAA office nearest to ConcreteIron, Inc.'s home offices.

Termination. CIA.com reserves the right to terminate this Agreement at its sole discretion, for any or no reason, by providing written notice to you at the address supplied by you to CIA.com as part of your registration/application for Services as set forth above, without recourse to you.

Jurisdiction. You agree that this Agreement and any dispute hereunder shall be decided via binding arbitration and, if necessary, by the courts of Tarrant County, Texas exclusively, and that this Agreement and its terms are governed by Texas law.

Survival. Should any part of this Agreement for any reason be declared invalid, that declaration shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect, and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including any such part or parts which may, for any reason, be hereafter declared invalid. No term in this Agreement shall be construed against any party on the basis that the party drafted the Agreement.

Copyright and Trademarks: ConcreteIronAuctions.com and ConcreteIron.com are the exclusive property of ConcreteIron, Inc. Neither CIA.com nor ConcreteIron, Inc. makes any representations or warranties as to the validity or effect of any other claimed copyrights, trademarks, or patents listed by either Buyers or Sellers.

Entire Agreement. You acknowledge that this Agreement contains the entire agreement between you and CIA.com with regard to the matters set forth herein.

Terms and Conditions Accepted:

By: _____
Title

Date: _____

**SELLER'S STATEMENT OF CONDITION
AND
AUCTION AGREEMENT**

Seller hereby states that the described equipment complies with the following conditions.

Seller to provide the following information:

EQUIPMENT INFO:

Year: _____

Make: _____

Model: _____

Serial #: _____

Equip. Hrs.: _____

TRUCK INFO:

Year: _____

MaKe: _____

Model: _____

VIN #: _____

Truck Hrs.: _____

Mileage ODO: _____

Check ALL appropriate boxes:

- Titled Equipment (Boom Trucks, Ready Mix Trucks, etc.)
(Please fax legible copy of front & back of Title)
- Non-titled Equipment (Portable Machinery)
- With Liens
- Without Liens
- Poor Condition:** Equipment is in need of major repairs, condition of major components (Engine, Transmission, PTO, Drive line) uncertain. Equipment may not be fully operational.
- Fair Condition:** Equipment is usable and all major components functional. Gauges may not be operational or data verifiable with wear components (hydraulic hoses, wear parts, tires, drive line, undercarriage) at 50% average.
- Good Condition:** Equipment is usable and all major components functional. All gauges functional and data verifiable, wear components 70% or better on

average. If applicable: current DOT and or factory inspection. Equipment is good in appearance and displays all factory signage and decals.

Starting Bid: \$ _____
Maximum Sales Commission: _____ %
(Sales Commission Deducted from Final Sales Price)
Listing fee: (Payable in Advance) \$ _____

Upon signing this document below, SELLER agrees:

- (1) To allow ConcreteIron, Inc. list the above equipment on the website ConcreteIronAuctions.com for the agreed terms shown above.
- (2) That any changes to this agreement must be initialed by both parties to be valid.
- (3) That (s)he has read and agrees to the Terms & Conditions posted on the ConcreteIronAuctions.com website.

_____, SELLER

Seller's Signature

Printed Name

Title

DATED: _____