

**ASSET REMARKETING INTERNATIONAL CORP.
TERMS & CONDITIONS**

1.- **Generalities.**- The present electronic document and all its exhibits and modifications (hereinafter "the User Agreement") contains the terms and conditions in which Asset Remarketing International Corporation and/or Asset Remarketing, S. de R.L. de C.V. shall render the services offered on the Internet Website or on the pages or places lodged, located or linked to the or in the same, which is located at www.mercadotecniadeactivos.com (hereinafter "ARE" or the "Site"). Whenever a person accesses into the Site or uses the services detailed further on rendered by ARE, acquires the quality of User of the Site (hereinafter the "User").

The User who accesses ARE or that uses the Services rendered on the Site, immediately accepts in a tacit and unconditional way to the terms and conditions contained herein, and agrees to the contents in this User Agreement, for which he adheres to the contents and scope of same, in the version accessible and published on the Site. For this reason, it is highly recommendable that the User read the User Agreement each time he accesses and uses the Site to acknowledge any updated, modification or amendment that ARE may have performed in time to time to said User Agreement.

At any time, the User may examine the updated version of the User Agreement only by clicking the agreement text of the user link located in the Site.

Additionally, the access and use of the Site and/or the contents and/or Services offered to the Users on the Site, are immediately subjected to the specific conditions that, according to each case may substitute, complement and/or modify the User Agreement ("Specific Agreements"). In this case, the User shall consult and acknowledge any Specific Agreements before accessing and use such special services and contents. The access and/or use of this special services and contents shall constitute an express or tacit and unconditional acceptance and subjection to the Specific Agreements.

2.- **Capacity.**- The Services rendered on the Site are available and may be used only by those legally authorized or capable to contract or be obliged to the conditions set forth on the Site and the User Agreement on their own behalf or on behalf of any third party.

3.- **Registration and Access.**- It is obligatory to complete the registration form in all the fields with valid information in order to use the Services available at ARE. The future user must complete such registration form with their personal information in an exact, true, and precise manner ("Personal Information") and shall be obliged to update the Personal Information when necessary. ARE may use any diverse methods and elements to identify its Users, but ARE is NOT responsible for the certainty, authenticity and veracity of the Users' Personal Information as provided in compliance herewith. The Users guaranties and warrants that the Personal Information provided is authentic and true, hence, the Users shall be hold responsible and shall respond, in any case, of the veracity, accuracy, veracity and authenticity of said Personal Information.

ARE reserves the right of requesting any certificates and/or additional information in order to corroborate or verify the Personal Information, as well as rejecting those Users whose data could not be confirmed.

Once the Personal Information has been verified, **ARE** will generate a personal user name to each User consisting ("User Name") in a nickname and a security password that the user will be able to change ("Password") with which each User will be able to participate on the Site auctions. Every act or activity performed by the User with its User Name shall be deemed valid and obligatory to the users, and shall hold the User liable to any acquisitions done on the Site. The Password will be deemed as the Users' electronic signature and shall express the tacit manifestation of its agreement in subjecting to the conditions set forth in this User Agreement and therefore, to any price, fees, acquisitions and/or responsibilities undertaken in connection with the Services rendered on the Site.

The user undertakes the obligation to keep the confidentiality over its Password, and any wrongly, negligent, fraudulent or misuse of the Password shall be the entire responsibility and shall be held against the User, liberating **ARE** of any liability and/or responsibility.

The user shall be the sole responsible of the operations undertaken under his User Name. The access to the any account under any User Name is restricted to the correct entrance of the corresponding Password, which are of exclusive knowledge of the User. The User shall immediately notify **ARE** of the loss or any unauthorized use of its User Name and/or Password. The User Name are non transferable and any assigned or transmission of same in any manner whatsoever are strictly forbidden to the User.

ARE reserves the right to refuse any registration or may cancel any current registration without being obliged to notify or express the reasons of his decision. This cancellation shall not make **ARE** liable for any indemnification and will not generate any other rights, responsibility or obligation of indemnification or compensation against **ARE**.

4.- Buyers' Premium.- As consideration for the use of the Site, the purchaser must pay to **ARE** an equivalent to 10% (ten percent) of the final price of the Assets purchased ("Buyers' Premium"), the exact amount of the Buyers' Premium shall be notified to the User in the same e-mail sent by **ARE** according to clause 5 herein.

5.- Description of the services("Services or Auction").- **ARE** will carry out different on-line events, whether in real time or not, with the intention of bringing the owners of machinery, equipment, trademarks, patents, products, raw materials, real estate and/or any other type of goods or assets, fungible, not fungible, perceptible or not, new and/or used ("Assets") with any Company or individual interested in acquiring the Assets. During this events the Users will select the Assets in which they may be interested to acquire and shall submit its offers or bids ("Bidding"). At the end of each event, the user whose bid has resulted the highest, will be adjudicated with the Assets and named by **ARE** as the acquiring user ("Purchaser") of each Asset.

Once the Auction concludes, **ARE** will send an e-mail to the winning Purchaser of the Auction. This e-mail will contain a detailed report of the number of lot of the Assets that

the Purchaser acquired; the final price to the Assets and the manner, time and place of payment of the price of acquisition. This e-mail also will notify the purchaser the exact amount of the Buyers' Premium as set forth in clause 4 above.

Notwithstanding the participation of **ARE** in the purchase operation **ARE is not in any moment a party to the Purchase Agreement entered into by and between the owner of the Assets and the Purchaser**, for this reason, the generation and entering of the Purchase Agreement between the Owner and the Purchaser does not take place on the Site and **ARE** shall not be responsible for the quality, functioning, suitability, and legitimate ownership of the Assets, neither for the losses and/or damages resulting from the faulty functionability of the acquired Assets. **ARE** is a mere mediator between the parts and shall not be held responsible and, therefore, shall not be obliged to any kind of compensation and/or indemnification for damages and/or losses.

The Owner of the Assets shall bare the risks over the Assets until the moment in which the Purchaser has paid the final price of said Assets. After the payment of the price is made, the Purchaser shall bare the risks over the Assets from that moment and until the Purchaser retrieves the Assets from the premises of the owner of the Assets. After the final price is paid, the owner of the Assets and the Purchaser must agree in the terms and conditions in which the retirement of the Assets should be done from the premises of the owner of the Assets.

6.- Auctions

6.1.- **Bidding for the acquisition of Assets ("Bidding").**- As a potential Buyer in an Auction, the User may enter bids in any Auction. By posting a bid in response to an Asset listed in an Auction, the User is extending an irrevocable offer to purchase the associated Asset at the price set forth in the bid, provided that the Asset materially complies with the specifications set forth in the listing. Once entered, a bid may not be retracted. Each Buyer may see bids entered by other Buyers, but not the identity of the other Buyers. Bids may be entered in two ways. **First**, the user may enter a manual bid for an Asset by specifying the dollar amount of the users bid. A manual bid must be at least one minimum bid increment (as specified in the listing) above the current bid. **Second**, the user may use automatic bidding, pursuant to which **ARE** will automatically enter bids on the Users' behalf. Such bids will be one minimum bid increment above the current leading market bid (unless the user are the Buyer who entered the current leading market bid) up to the maximum bid amount the user select when specifying automatic bidding. By specifying automatic bidding, the user irrevocably agrees that the user will purchase the applicable Asset for any dollar amount up to the maximum bid amount specified by the user. Buyer must immediately notify Asset **ARE** if a mistake is made in bidding, in some cases the Buyer may still be held responsible for the bid.

ARE relies on information about assets in the auction provided by the seller and undertakes no investigation of that information. **ARE** shall not be responsible for the correct description, genuineness, authenticity of, or defect in any lot, and makes no warranty therewith. **ARE** assumes no responsibility for, and makes no representations or warranties concerning, descriptions of Assets contained in marketing materials for the Auction. It is the bidders' obligation to verify such descriptions prior to the auction. Furthermore, the

Assets published and offered on the Site are offered “as is”, therefore **ARE** shall not be held responsible for any loss and/or damage resulting from the malfunction or suitability of the Assets.

6.2.- Dynamic Auction Extension. In the event that a bid is entered within a designated time period, chosen by the seller, of the scheduled close of the auction, the closing time will automatically be extended, in increments specified by the seller, until no bids have been entered in the pre-stated increment prior to the closing time for the auction. Each Buyer is solely responsible for taking such actions as are appropriate to learn of changes to a closing date or time. The Buyer bears the sole risk of transmitting bids so that such bids are received on **ARE** prior to close of the auction. **ARE** shall not be responsible for notifying any Buyer of a change in any closing date or time. **ARE** will not accept a bid that is received after the closing date and time for the Auction.

6.3.- Winning Bids. The ("Winning Bid") in an Auction is the highest bid entered during the Auction that is greater than or equal to the opening bid price. There is no Winning Bid for the Auction if no bid is entered at or above the opening bid price.

6.4.- Completion of Sales. The Owner of the Assets or Seller and the Buyer that entered the Winning Bid will undertake commercially reasonable efforts to consummate the sale of the Asset within the time specified in the terms and conditions for the Auction, or as soon as reasonably practicable thereafter. In the event that a Seller notifies **ARE** via email within thirty (30) days after the close of the auction that the parties cannot finalize the sale to the Buyer that entered the Winning Bid, **ARE** will provide the Seller with the contact information for the Buyer that entered the second highest bid. If the second highest bid, at his sole discretion, consummates the sale, the Buyer is liable for the difference between the Winning Bid, and the consummated sales price with the second highest bidder.

6.5.- Retirement of the Assets.- Buyer is required to remove all items in the lots purchased. All removal shall be at the expense, liability and risk of the Buyer, including disconnecting of utilities. If the Buyer does not remove an item within the stated removal period, **ARE** and the Seller may, at their sole discretion, deem the Asset to have been abandoned by the Buyer and the Buyer will have no further rights with respect to the Asset. If items are not removed by the removal deadline, Buyer is liable for all removal and disposal costs associated with disposing of the Assets that were not removed. In most cases outside contractors, including riggers and machinery movers, will not be allowed to work on the Seller’s premises until they have provided **ARE** proper insurance, protecting **ARE**, the Seller and the landlord from all and any claims resulting from their actions.

6.6.- Complaints and claims.- After the retirement of the assets of the installations of the owner of the assets, or of the property in which it is found, No claims will be allowed after the said item has been removed from the premises.

6.7.- Technology Malfunction: In case that any technological malfunction affects the development of an actions, **ARE** reserves the right of withdrawing and postponing the

auctions in 72 (seventy two) hours following the original term of confinement of the auction.

7.- Warranties by Buyers. By entering a bid or offer for any Asset, the user represent and warrant that (a) the user has the legal authority and ability to purchase the Asset for which the user have entered a bid, (b) the user can meet the Terms set forth in the Listing associated with such Asset, and (c) the User agrees to purchase the Asset at the price specified in the bid.

8. Relationship of the Parties. No joint venture, partnership, employment, or agency relationship exists between the Users and **ARE** as a result of this Agreement or the User's use of this Site. The User acknowledges and agrees that **ARE** is only an intermediary between the owner of the Assets and the User that only relays information about certain Assets to interested parties. The User agrees that the User will assume all responsibility in connection with choosing to sell or purchase any Asset, whether or not the User or the Owner of Assets posted or obtained information about such an Asset on of from this Site. **ARE** assumes no responsibility or liability for any claims that may result directly or indirectly from the Buyer/Owner of Assets relationship, including, but not limited to, tort, breach of contract or breach of warranty claims. **THE USER HEREBY RELEASE ARE AND ITS EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND AFFILIATES FROM ANY AND ALL CLAIMS OR ACTIONS RELATED TO OR ARISING OUT OF A DISPUTE BETWEEN THE USER AND ANY OTHER USER OF THE SITE.**

9.- No Recommendations or Endorsement. **ARE** does not sell or take title to the Assets referenced on this Site and does not recommend or endorse the accuracy or reliability of any Listing, Offers or other information, content, or advertisements contained on, distributed through, linked, downloaded, or otherwise accessed from this Site, nor the quality of any of the products, information, or materials displayed, purchased, obtained or otherwise available through this Site.

10.- Taxes.- **ARE** is not responsible for reporting or remitting any taxes which may be assessed, due or owing in any jurisdiction due to a transaction arising from use of the Site.

11.- Unauthorized access and security.- **ARE** shall use commercially reasonable efforts to protect the Site against unauthorized access. However, **ARE** cannot guarantee the security of any information the User disclose online, doing so at the User's own risk. **ARE** is not responsible for the security of any information transmitted through the Internet or any error or delay in transmitting any information over the Internet, and the User assume sole and complete risk for using this Site. By using the Site and providing the Personal Information, the User consents to the collection and use of the Personal Information in accordance with this Agreement.

12.- Links to other Sites.- **ARE**, will be able to, provide links to other Sites or places of the Internet World Wide Web for the convenience and comfortableness of the Users in locating related information and services. These third party's websites or links have not been revised by **ARE** and are maintained and operated by thirds parties over which **ARE** does not have any control or influence whatsoever, **ARE** does not recognize any

responsibility of the contents, accuracy, veracity of the exposed information in such websites, neither of the quality of the products and/or services offered, published or rendered on such websites. **ARE** in any moment will be responsible for the viability and functioning of those other websites, nor guarantee with an endorsement in any way.

13.- Guarantees Disclaimer.- **ARE** MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SITE, OR OF THE UTILITY, LEGALITY OR ACCURACY OF THE INFORMATION, PRODUCTS AND SERVICES DESCRIBED IN THE SITE. THE SITE AND THE WHOLE INFORMATION CONTAINED THEREAT, PRODUCTS AND SERVICES ARE OFFERED AND GIVEN "AS IS" IN THE STATE IN WHICH THEY ARE FOUND, WITHOUT GUARANTEE OF ANY TYPE.

14.- Limit of liability.- IN NO EVENT SHALL **ARE** WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS SITE OR WITH THE DELAY OR INABILITY TO USE THIS SITE, OR ANY INFORMATION, PRODUCTS, AND SERVICES AVAILABLE ON OR THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF **ARE** HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. THE TOTAL LIABILITY OF **ARE** RELATED TO OR ARISING FROM USE OF THIS SITE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, ONE HUNDRED DOLLARS, EVEN IF **ARE** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

15.- Indemnity.- The User hereby agrees to defend and indemnify **ARE** and its respective affiliates, and all of their officers, directors, shareholders, legal representatives, employees, successors, assigns, and agents and hold them harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from (i) the User's use of this Site, (ii) the User's breach of this Agreement, (iii) the User's dispute with another User of the Site, or (iv) any Asset posted on, or sold through, the Site. The User shall not settle or otherwise dispose of any matter that is subject to indemnification by the User without the prior written consent of **ARE**. **ARE** reserves the right to assume the exclusive defense and control of any matter subject to indemnification by the user.

16.-Contact Information.- If the User has any question or requires additional information of the Site, it must contact **ARE** to the e-mail informacion@mercadotecniadeactivos.com. **ARE** will appreciate the comments and feedback submitted by any User that may be used in the improvement of this Site. Any idea, suggestion, information, know-how, material and/or any other information received (collectively related as "Contents") inside or through

the Site will be considered as donated and/or assigned to **ARE** for which it will be able to adopt, publish, use, enjoy, reproduce, divulge, disclose, transmit, distribute, copy, create, derive works, exhibit (in all or in part) the Contents, in a worldwide way, without need of approval or consideration.

17.- Events Beyond ARE's Control. **ARE** will not be liable for any loss resulting from a cause over which it does not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, acts of terrorism governmental restrictions or Seller's inability or willingness to deliver the Asset.

18.- Applicable law and jurisdiction.- This agreement shall be subjected and construed to the Federal legislation of the United States of Mexico, specially to the Commerce Code, Federal Consumers Protection Law and the Federal Civil Code as may be applicable; to the International Treaties and Conventions in which Mexico is party to regarding or in connection to the international purchase and sale of goods and electronic contracting. Any conflict arising from the interpretation, obligations or performance of this User Agreement shall be subject to the jurisdiction of the Federal Courts in Mexico City, Federal District, and the party waive from this moment on to any other jurisdiction that could correspond or become mature in virtue of their present or future domiciles.

19.- Termination.- **ARE** may discontinue, modify or change any presently available service or content on the Site in whole or in part, at anytime for any reason, without prior notice. Either the User or **ARE** may limit or terminate the User's use of the Site with or without cause at any time effective immediately. **ARE** shall not be liable to the User or any third party for termination of the User's or any third party's use of the Site. The User acknowledge and agree that any termination or limit on the User's use of the Site may be effected without prior notice, and the User acknowledge and agree that **ARE** may immediately remove, delete or discard any information or content that the User have submitted to the Site.

21. Survivorship. The provisions of Sections 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23 of this Agreement will survive the termination of this Agreement.

22. Reservation of Rights. Except as expressly set forth in this Agreement, **ARE** grants no rights or license whatsoever to the User or any User of the Site over the patent(s), copyright(s), trademarks, trade names, service marks, trade secrets or other intellectual property rights of **ARE**, including, without limitation, any rights, whether created prior to, during or after the performance of the Services subject of this User Agreement.

23. General. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of the Agreement shall remain in full force and effect. The section headings in this Agreement are for the convenience of the parties only, and shall have no substantive meaning and shall not be used to construe or interpret any provision of this Agreement. Failure to insist on strict

performance of any of the terms and conditions of this Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver by **ARE** of any right under this Agreement will be deemed to be either a waiver of any other such right or provision or a waiver of that same right or provision at any other time. This Agreement constitutes the entire agreement between the user and **ARE** with respect to the subject matter hereof and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and **ARE** with respect to the subject matter hereof.

ACCEPTING THE TERMS AND CONDITIONS OF THE AGREEMENT OF THE USER OF ARE, AND AWARDED THE USER'S WIDEST CONSENT TO AUTHORIZE ARE TO SEND THE USER ANY AND ALL NOTIFICATIONS OF AUCTIONS VIA PHONE, FACSIMILE AND E-MAIL. IF THE USER DOES NOT GIVE ITS CONSENTMENT, THE USER SHALL NOT BE ABLE TO REGISTER IN THE SITE AND THEREFORE, WOULD NOT BE ABLE TO RECEIVE THE BENEFITS THAT THE SITE BRINGS, NOR TO BUY OR OFFER ANY ASSETS IN, ON OR THROUGH THE SITE.