

## LISTING AGREEMENT

NOTE: Asterisk indicates required information.

<b>SELLER*</b> : City of Gahanna	<b>EFFECTIVE DATE*</b> : 08/10/2018
<b>STATE OF INCORPORATION/REGISTRATION</b> : Ohio	
<b>USER ID</b> : 1887867	<b>SALES REP</b> : Kevin O'Donnell

This **LISTING AGREEMENT** ("Listing Agreement") is entered into as of the Effective Date above by and between IronPlanet, Inc., a Delaware corporation doing business as "GovPlanet" ("**GovPlanet**") and the customer identified above ("**Seller**") for the sale of Equipment and other business and surplus assets through the Site. This Listing Agreement incorporates the Seller Terms and Conditions attached hereto as Schedule D ("**Seller Terms**"). Unless otherwise defined, capitalized terms used herein shall have the meaning ascribed to them in the Seller Terms. As a California-based company that operates an online service and marketplace, IronPlanet has a bond (#70259768) on file with the Secretary of State of California.

1. SELLER INFORMATION	
<b>All Business Names/DBAS*</b> <i>(Requested for lien search purposes)</i>	City of Gahanna
<b>Seller Address*</b>	200 South Hamilton Road Gahanna, OH 43230
<b>Authorized Representative*</b>	Dottie Franey
<b>Title of Authorized Representative</b>	Director of Public Service
<b>Phone</b>	614-342-4005
<b>Cell</b>	614-342-4100
<b>Email</b>	<a href="mailto:Dottie.franey@gahanna.gov">Dottie.franey@gahanna.gov</a>

2. COMMERCIAL TERMS			
<b>Equipment</b>	Pursuant to the terms and conditions of this Listing Agreement, Seller hereby authorizes IronPlanet to sell the Equipment listed on <u>Schedule A</u> .		
<b>Commission Rate</b>	Auction Revenue will be shared <u>85 / 15</u> , with <u>85%</u> going to the Seller and <u>15%</u> going to IronPlanet. "Auction Revenue" is defined as the gross selling price of a unit plus the buyer's transaction fee.	<b>Listing Fees*</b>	N/A
<b>Lien Search Fees*</b>	N/A	<b>Title Transfer Fees*</b>	N/A

3. TITLED EQUIPMENT
Seller agrees and acknowledges that pursuant to the Standard Terms, Seller hereby appoints IronPlanet as its attorney-in-fact with a limited power of attorney (" <b>LPOA</b> ") to execute on Seller's behalf, all documents necessary and required to transfer title to, and permit registration of ownership of, any portion of the Equipment to the Buyer; provided, however, if original titles or a notarized LPOA are required by state or local regulation to transfer title, Seller shall provide IronPlanet with either, as applicable, (i) signed original titles or (ii) a notarized LPOA and unsigned original titles at least two weeks prior to the Listing Opening Time. Failure to provide title(s) and/or an LPOA as required will prevent the Equipment being made available for sale on the Site until such documentation is provided. Titles shall be sent to: IronPlanet, Inc., Attn: Title Specialist, 3825 Hopyard Road, Ste. 250, Pleasanton, CA 94588. Phone: 925-225-8800.

4. WIRE TRANSFER INSTRUCTIONS			
Please see Section 5.2 of the Seller Terms for payment terms. <b>Wiring is preferred.</b> If wire transfer information is not completed, payment will be made by check to the Seller address noted above (unless otherwise specified) and sent via U.S. First Class mail. Payment Method: <input checked="" type="checkbox"/> Company Check <input type="checkbox"/> Wire Transfer			
<b>Beneficiary</b>		<b>ABA Routing #</b>	
<b>Bank Name</b>		<b>SWIFT Code (if necessary)</b>	
<b>Bank Location (City, State/Province)</b>		<b>Bank Account #</b>	
<b>WILL SELLER COLLECT PAYMENTS FOR LISTINGS ON GOVPLANET DIRECT (Pursuant to Section 4.2 of Exhibit C)?</b> <input type="checkbox"/> YES <b>OR</b> <input checked="" type="checkbox"/> NO?*			

**5. LIENS/ENCUMBRANCES**

ARE THERE ANY LIENS ON THE EQUIPMENT?\*  YES OR  NO?

If "Yes," please provide the following information for each of the lien holders. Unless as otherwise disclosed below and on Schedule A, the undersigned, on behalf of Seller: (i) certifies that all Equipment listed on Schedule A is or shall be free of all liens and encumbrances prior to being placed for sale on the Site by IronPlanet; (ii) authorizes IronPlanet to contact potential lien holders for the disclosure of liens, charges, encumbrances and security interests and to obtain pay-off balances and releases; and (iii) consents to the release to IronPlanet of any and all information pertaining to any such lien, charge, encumbrance or security interest. *Note: Lien Search Fees noted in Section 2 will apply regardless of response noted herein.*

Sch. A No.*	Name of Lien Holder*	Account No.*	Contact Person*	Phone/Fax/Email*
Seller's Contact Regarding Liens and Titles (Name/Phone/Fax/Email)*				

**6. MISCELLANEOUS**

<b>Registration</b>	To list Equipment you must first be a registered IronPlanet user. If you are not registered, please register at: <a href="http://www.govplanet.com/register">www.govplanet.com/register</a> (or <a href="http://www.ironplanet.com/register">www.ironplanet.com/register</a> ).
<b>GovPlanet Direct Terms</b>	This Agreement shall allow the Seller to list Equipment and other business and surplus assets for sale through GovPlanet on several different selling formats within the Site (each a "Listing"). Should the Seller elect to self-list items on the GovPlanet Direct Marketplace ("GovPlanet Direct"), the supplemental GovPlanet Direct Terms attached hereto as <u>Schedule C</u> shall apply. In the event of any conflict between the provisions of the Seller Terms and the GovPlanet Direct Terms, the GovPlanet Direct Terms shall control in the case of all Listings on GovPlanet Direct.
<b>Entire Agreement; Priority</b>	This Listing Agreement, together with the Site Terms and the Seller Terms, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all previous communications, representations, understandings and agreements, either oral or written, between the parties. In the event of a conflict between the provisions of this Listing Agreement and either the Site Terms or the Seller Terms, this Listing Agreement shall control. <b>THE TERMS AND CONDITIONS OF THIS LISTING AGREEMENT, THE SITE TERMS, AND THE SELLER TERMS SHALL SUPERSEDE AND TAKE PRECEDENCE OVER THE TERMS IN ANY SELLER PURCHASE ORDER OR OTHER ORDERING DOCUMENT.</b>
<b>Equipment Details</b>	Set forth on <u>Schedule B</u> are supplemental Equipment details required for inspection and buyer pickup.
<b>Counterparts</b>	This Listing Agreement may be executed in counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. Execution and delivery of the Listing Agreement may be evidenced by facsimile, PDF (Portable Document Format), electronic signature, or acknowledgement email and shall hold the same force and effect as an original signature for purposes of binding the parties.
<b>Term; Amendments</b>	The term ("Term") of this Agreement shall be the duration of the NJPA contract which expires on June 22, 2020. Seller may request additions to the Equipment listed on <u>Schedule A</u> during the Term upon written notification to IronPlanet. Additional items will be subject to the prevailing Listing Fee at the time of each Equipment Listing. This Agreement may be amended only in a writing executed by both parties.
<b>Currency and Payment</b>	All prices noted in the Agreement are listed in U.S. Dollars. The currency to be used for invoice and payment shall be U.S. Dollars (the " <b>Contracted Currency</b> ").

**7. SPECIAL ARRANGEMENTS (if applicable)**

City of Gahanna, OH NJPA Member #68624 | IronPlanet, Inc. NJPA Contract #041316-IP

**IN WITNESS WHEREOF**, the parties hereto have caused this Listing Agreement to be executed by their duly authorized representatives as of the Effective Date, and each represents and warrants to the other that it has validly entered into this Listing Agreement and has the legal power to do so.

**SELLER**

By (Signature)\*: \_\_\_\_\_

Name\*: \_\_\_\_\_

Title\*: \_\_\_\_\_

Date\*: \_\_\_\_\_

**GOVPLANET**

By (Signature): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please fax completed form to IronPlanet at (925) 660-3199. If you have any questions, please contact your Sales Representative.

(Rev. 11/22/2016)

**SCHEDULE A TO LISTING AGREEMENT**

**EQUIPMENT**

No	Seller Ref #	Location	Year*	Make*	Model*	Serial #*	Hours/Miles	Sale Type*	Insp. Reqs.	Liens (Y/N)	Features/Equipment Detail; Attachment Detail	Equip. Code	Listing Fee*
1.													
2.													
3.													
4.													
5.													
6.													
7.													
8.													

<b>LEGEND:</b>			
<b>Sale Type:</b>	<b>OA</b> = Online or On-Site Auction <b>MO</b> = Make Offer (Asking Price) <b>BN</b> = Buy Now <b>D</b> = GovPlanet Direct	<b>Inspection Reqs:</b>	<b>FI</b> = Full Inspection <b>B</b> = Photos and Basic Functionality <b>PO</b> = Photos Only (non-powered units)

**SCHEDULE B TO LISTING AGREEMENT**

**SUPPLEMENTAL EQUIPMENT DETAILS**

<b>EQUIPMENT INSPECTION AND TRANSPORTATION INFORMATION</b>			
	<b>Contact for Inspection</b>	<b>Alternate Contact for Inspection</b>	<b>Contact for Transportation</b>
<b>Name</b>	Duane Larason	Greg Knoblock	
<b>Office Phone</b>	614-342-4400	614-342-4401	
<b>Mobile Phone</b>			
<b>Fax</b>			
<b>Email</b>	<a href="mailto:duane.larason@gahanna.gov">duane.larason@gahanna.gov</a>	<a href="mailto:Greg.knoblock@gahanna.gov">Greg.knoblock@gahanna.gov</a>	
<b>Date for Inspection</b>	Inspector to call 24hrs in advance		
<b>Special Instructions</b>	Law Enforcement Equipment limited to authorized bidders only.		
<b>EQUIPMENT LOCATION AND BUYER PICKUP</b> (For additional locations, provide detail on <u>Schedule A</u> for each piece of equipment.)			
<b>LOCATION 1</b>			
<b>Business Name of Equipment Location</b>	Gahanna City Hall	<b>Pickup Hours</b>	M-F: 8:30-12:00, 1:30-4:00
<b>Address</b>	200 South Hamilton Road Gahanna, OH 43230	<b>Ramps at Location? (Y/N)</b> <b>Max Wgt Capacity</b>	N
<b>Loading Dock at Location?(Y/N); Max Wgt Capacity</b>	N	<b>Will Seller Load? (Y/N)</b>	N
<b>Fork Lift Available for Use at Location? (Y/N)</b> <b>Max Wgt Capacity</b>	N	<b>Special Instructions/ Limitations; Other Loading Facilities</b>	All pickup times must be scheduled at least 24hrs in advance.
<b>LOCATION 2</b>			
<b>Business Name of Equipment Location</b>	Fleet Maintenance	<b>Pickup Hours</b>	M-F: 8:30-12:00, 1:30-4:00
<b>Address</b>	780 Science Blvd Gahanna, OH 43230	<b>Ramps at Location? (Y/N)</b> <b>Max Wgt Capacity</b>	N
<b>Loading Dock at Location?(Y/N); Max Wgt Capacity</b>	N	<b>Will Seller Load? (Y/N)</b>	Y
<b>Fork Lift Available for Use at Location? (Y/N)</b> <b>Max Wgt Capacity</b>	Y	<b>Special Instructions/ Limitations; Other Loading Facilities</b>	No Loading Assistance for self-propelled equipment or vehicles.
<b>LOCATION 3</b>			
<b>Business Name of Equipment Location</b>		<b>Pickup Hours</b>	
<b>Address</b>		<b>Ramps at Location? (Y/N)</b> <b>Max Wgt Capacity</b>	
<b>Loading Dock at Location?(Y/N); Max Wgt Capacity</b>		<b>Will Seller Load? (Y/N)</b>	
<b>Fork Lift Available for Use at Location? (Y/N)</b> <b>Max Wgt Capacity</b>		<b>Special Instructions/ Limitations; Other Loading Facilities</b>	

## SCHEDULE C TO LISTING AGREEMENT

### GOVPLANET DIRECT TERMS

These GovPlanet Direct Terms pertain to the sale of surplus and business assets on GovPlanet's self-listing selling format and marketplace ("GovPlanet Direct"). All Listings on GovPlanet Direct shall be subject to the additional terms set forth below for terms that may be modified from the Seller Terms. With respect to items listed in the GovPlanet Direct marketplace, in event of a conflict between the terms for GovPlanet Direct listings below and the Seller Terms, these terms shall prevail.

**1. LISTING REQUIREMENTS.** Seller shall include all relevant information in the Listing necessary to sell and convey the items, including (a) an accurate description and photographs to depict the condition of the item, including any attachments or included parts; and (b) the location and availability of the item for pick-up. Each Listing will be assigned a unique item number. Seller shall not post multiple Listings for the same item.

**2. OPENING BID AND SCHEDULING.** For Listings on GovPlanet Direct, Seller will set (i) the opening bid for Listings; (ii) any applicable reserve amount or "Buy-It-Now" price; (iii) the bid increment; and (iv) the duration of the Listing.

**3. INSPECTIONS.** Seller agrees to permit bidders to inspect items prior to or during bidding, when feasible, at a time and place specified by Seller in the Listing or as otherwise mutually agreed between Seller and bidder.

**4. FEES AND PAYMENT.** The commissions and fees payable to GovPlanet Direct in consideration for using the Marketplace to list and advertise items for sale are set forth below.

**4.1 Fees.** Seller will be charged a fixed commission of 0% for items that sell on GovPlanet Direct. Commission shall be charged on Listings when (i) a Listing ends and at least one bidder met or exceeded the opening bid or reserve amount; or (ii) a Seller withdraws a Listing early and the Listing has at least one (1) bid. Listing Fees, Lien Search Fees and Title Transfer Fees shall be waived for Listings on GovPlanet Direct.

**4.2 Payment of Proceeds.** After the Purchase Contract is concluded between Seller and Buyer, the GovPlanet Direct Marketplace will generate a third party invoice that is issued to Buyer on Seller's behalf. Buyer is responsible for paying the purchase price for the items upon conclusion of a Purchase Contract, and Seller hereby authorizes GovPlanet Direct to act as a payment processor and facilitate receipt of the purchase price. Further, Seller hereby grants GovPlanet Direct the right, in its own name, to enforce Seller's right to payment. Seller agrees that no monies shall be payable to Seller until paid by the Buyer. Once received by GovPlanet Direct, any monies due to Seller, net of any commissions and fees due GovPlanet Direct as detailed in this Agreement, shall be disbursed within fifteen (15) business days after conclusion of the Purchase Contract. Seller hereby consents to GovPlanet's right to offset any other commissions and fees specified in this Agreement or that result from additional services requested by Seller, with any remainder to be paid within thirty (30) days following receipt of an invoice.

Seller may elect to act as the payment processor and facilitate receipt of the purchase price for Listings on GovPlanet Direct, to include all applicable commission and fees, pursuant to Section 4 of the Listing Agreement. If the Seller elects to collect payments, GovPlanet Direct will invoice Seller for its commission and fees no less than monthly. Seller shall remit payment to GovPlanet Direct within thirty (30) days following receipt of an invoice. Seller acknowledges that Buyers may fail to perform or pay on a timely basis and that GovPlanet Direct shall not have any liability to you for any act or omission of Buyers.

**5. PROHIBITED ITEMS.** Seller is prohibited from selling the following items:

- Alcoholic beverages, cigars, cigarettes or tobacco products;
- Animals or livestock;
- Controlled substances or chemicals;
- Coupons;
- Credit, debit, or gift cards;
- Event tickets;
- Lottery tickets;
- Mailing lists and consumer information;
- Pornography or other obscene media;
- Prescription drugs;
- Products subject to recall;
- Real estate or property;
- Services;
- Stocks and other securities;
- Used or opened cosmetics;

## SCHEDULE D TO LISTING AGREEMENT

### SELLER TERMS AND CONDITIONS

These Seller Terms and Conditions, including all schedules and other policies, establish the terms of your use of IronPlanet's sites and services (e.g., [www.ironplanet.com](http://www.ironplanet.com), [eu.ironplanet.com](http://eu.ironplanet.com), [www.truckplanet.com](http://www.truckplanet.com), [www.govplanet.com](http://www.govplanet.com), [www.allequip.com](http://www.allequip.com), [www.catauctions.com](http://www.catauctions.com) and any third party marketplace, as well as live, on-site auctions to be held by an IronPlanet company or affiliate) (together, the "Marketplace") and are incorporated by reference into the applicable listing agreement (collectively, the "Agreement") between Seller ("You") and IronPlanet for the listing and advertising of Equipment for sale to buyers.

- 1. Services of IronPlanet.** IronPlanet offers you the use of the Marketplace, which functions as a platform on which you can list and advertise Equipment for sale to potential buyers ("Buyers"). Each party is acting on its own behalf, and IronPlanet is not a party to the subsequent purchase contract for Equipment that is entered into between you and the Buyer. Nor does IronPlanet represent either party in the conclusion of such purchase contract. The Marketplace shall be the exclusive listing site for the Equipment, and you shall not offer for sale or sell the Equipment in any other manner from the Effective Date until the earlier of (i) the date such Equipment is sold via the Marketplace or (ii) the date you withdraw the equipment from the Marketplace, but in such event no less than ninety (90) days. You hereby extend an irrevocable offer to sell the Equipment, as applicable, (a) to a Buyer who is the highest bidder and who meets or exceeds the opening bid or the asking price as set by you, not to exceed 120% of the estimated market value as established by IronPlanet ("Asking Price"); (b) to a Buyer who commits to purchase Equipment at the Buy Now Price; or (c) to a Buyer who commits to purchase Equipment at the Negotiated Price. After the winning bid for a piece of Equipment has been established by IronPlanet or the Buyer has committed to purchase the Equipment at the Buy Now Price or the Asking Price, the bid or purchase commitment of Buyer will be automatically accepted by you and a purchase contract between you and Buyer is automatically concluded ("**Purchase Contract**"). All applicable terms and conditions of this Agreement shall apply to the Purchase Contract. Further, for Make Offer listings, you may accept or counter an offer below the Asking Price. In the event that you accept an offer or the Buyer accepts your Counter Offer (the "Negotiated Price"), the Purchase Contract is concluded and all terms herein shall apply. You and Buyer will be notified of the conclusion of the Purchase Contract by an email or other notification that is generated automatically by the Marketplace. Subject to your receipt of payment for the Equipment, you at your own expense shall deliver a bill of sale and such other documentation as may be reasonably necessary to transfer title to the Equipment to Buyer. The timing of the sale of Equipment and opening bid shall be set by IronPlanet. IronPlanet shall use its best efforts to sell the Equipment on your behalf in a commercially reasonable manner. There is no guarantee as to the gross proceeds that may be realized from the sale of Equipment through the Marketplace. You may not manipulate the bidding in any way, including bidding on your own Equipment to artificially raise the final sales price.
- 2. Inspections.** For all requested inspections, you agree to permit IronPlanet and/or its authorized representatives to test and inspect each piece of Equipment at a time and place specified in the Agreement or as otherwise mutually agreed. IronPlanet shall produce an inspection report ("**Inspection Report**") for each piece of Equipment. The Inspection Report is the sole and exclusive property of IronPlanet. IronPlanet inspections are solely for the purpose of reporting on the visible condition of the Equipment's major systems and attachments. IronPlanet inspections are NOT intended to detect latent or hidden defects or conditions that could only be found in connection with the physical dismantling of the Equipment or the use of diagnostic equipment or techniques. Your failure to properly maintain the Equipment from the date of inspection until its removal from your location by buyer will void the inspection. If you alter or perform repairs or other maintenance to the Equipment after the inspection, another inspection will be required, and you will be subject to a Re-inspection Fee.
- 3. Equipment Availability; Risk of Loss.** You agree 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 sale. The responsibility and risk of loss for Equipment shall be and remain with you (and not IronPlanet) until the earlier of: (i) the removal of the Equipment from the posted Equipment location by Buyer or Buyer's designated transportation provider or (ii) receipt by Seller of all proceeds from the sale of Equipment. Thereafter, the Equipment shall be and remain at the risk of Buyer or Buyer's designated transportation provider (and not IronPlanet). With respect to sales through live, on-site auctions, you shall be responsible for maintaining insurance coverage pertaining to the Equipment and its transfer to and from, and storage at, the auction site, until the earlier of transfer of title of the Equipment or removal of the Equipment from the auction site and acknowledges that IronPlanet bears no risk for any loss to the Equipment, including, but not limited to, loss due to theft, fire or water. IronPlanet has no obligation to maintain insurance coverage pertaining to the Equipment in the possession of IronPlanet for purposes hereunder.
- 4. Fees; Payment of Proceeds; Taxes.** All Fees and Payment Instructions are set forth in the Agreement. You shall be responsible for the payment of any tax or duty that is your responsibility as a seller of the Equipment. After the Purchase Contract is concluded between you and Buyer, the IronPlanet Marketplace will generate a third party invoice that is issued to Buyer on your behalf. Buyer is responsible for paying you the purchase price for the Equipment upon conclusion of a Purchase Contract, and you hereby instruct IronPlanet to facilitate receipt of the purchase price. Further, you hereby grant IronPlanet the right, in its own name, to enforce your right to payment. You agree that no monies shall be payable to you until paid by the Buyer. You acknowledge that Buyers may fail to perform or pay on a timely basis and that IronPlanet shall not have any liability to you for any act or omission of Buyers.
- 5. Representations.** You represent and warrant that: (i) no Equipment shall be fraudulent, stolen or counterfeit; (ii) You are duly authorized to enter into the Agreement and sell such Equipment; (iii) You are solvent and have not made any assignment, proposal or other proceeding for the benefit of its creditors; and (vi) You own all right, title and interest in and to the Equipment and the Equipment is free and clear of all liens or other encumbrances, except as otherwise disclosed by you to IronPlanet in writing.
- 6. Disclaimer; Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE MARKETPLACE PROVIDED BY OR THROUGH IRONPLANET IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT

PERMITTED BY LAW, IN NO EVENT SHALL IRONPLANET BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, COVER, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INCLUDING LOSS OF REVENUE, PROFITS, OR BUSINESS, ANY LOSS OF GOODWILL OR REPUTATION, OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES, EVEN IF IRONPLANET OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 7. Indemnification.** You agree to indemnify and hold harmless IronPlanet, its affiliated companies and their respective officers, directors, employees, agents, successors and assigns ("**indemnified parties**") from and against any claim or demand (including reasonable attorneys' and experts' fees and costs) made by any third party due to or arising out of your breach of this Agreement, your improper use of the Marketplace, or your violation of any law or the rights of a third party. IronPlanet shall promptly notify you in writing of any threatened or actual claim or demand and reasonably cooperate with you to facilitate the settlement or defense thereof. You shall have sole control of the defense or settlement of any claim or demand, provided that IronPlanet, at its option and expense, may participate and appear on equal footing with you. You shall not settle any claim or demand without the written consent of the indemnified parties, with such consent not to be unreasonably withheld or delayed.
- 8. Termination.** Each party shall have the right, in its sole discretion, to terminate this Agreement in whole or in part upon thirty (30) days prior written notice to the other party.
- 9. General Provisions.** The Agreement contains the entire agreement of the parties with respect to the sale of Equipment by IronPlanet and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties. This Agreement supersedes and replaces the terms in any Seller purchase order or other ordering document. You and IronPlanet are independent contractors. If any provision of the 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 affect the intent of this Agreement, and the remainder of the Agreement shall continue in full force and effect. The failure by either party to exercise or enforce any rights or provisions of the Agreement shall not constitute a waiver of such right or provision. Any delay in the performance of any duties or obligations of either party will not be considered a breach of the Agreement if such delay is caused by a labor dispute, market shortage of materials, fire, earthquake, flood or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to resume performance as soon as reasonably practicable. The Agreement shall be governed by the laws of the State of California. IronPlanet shall have the right, in its sole discretion, to terminate the Agreement or rescind the sale of Equipment to a Buyer in whole or in part in the event (a) there are liens, encumbrances or adverse claim on or to any Equipment in addition to those that are listed in the Agreement; (b) your net proceeds are insufficient to discharge creditor claims and pay IronPlanet's fees after title is cleared; (c) you are in breach of the Agreement; (d) you have provided inaccurate, fraudulent, outdated or incomplete information during the registration or Listing process or thereafter; (e) you have violated applicable laws, regulations or third party rights; (f) IronPlanet believes in good faith that such action is reasonably necessary to protect the safety or property of other customers, IronPlanet personnel or third parties; or (g) for fraud prevention, risk assessment, security or investigation purposes..