

RESIN8 BUYER AGREEMENT

BUYER ROLE AND TRANSACTION COMMITMENT

This Buyer Agreement governs your participation in our industrial equipment marketplace as a purchaser of equipment, machinery, and related products offered by independent sellers. We function exclusively as a marketplace facilitator that connects buyers with sellers and coordinates transaction processing, but we are not the seller, warranty provider, agent, or guarantor of any equipment sold through our platform.

You acknowledge and understand that all equipment purchases are conducted on an "as-is, where-is" basis, meaning you accept equipment in its existing condition and location at the time of sale with all faults, defects, limitations, and problems whether known, unknown, disclosed, or undisclosed. This fundamental principle governs all transactions regardless of any inspection services, verification activities, or AI-assisted information provided through our platform.

When you submit an offer, accept listing terms, or enter into any purchase commitment through our platform, you are making an irrevocable and legally binding commitment to purchase the specified equipment at the agreed terms and conditions. This commitment cannot be withdrawn, modified, cancelled, or rescinded except in cases of material seller breach or mutual written agreement between you and the seller.

COMPREHENSIVE RISK ASSUMPTION AND DUE DILIGENCE OBLIGATIONS

You voluntarily and knowingly assume all risks associated with equipment purchases including but not limited to hidden defects, operational failures, safety hazards, environmental contamination, regulatory non-compliance, transportation complications, title disputes, ownership claims, equipment obsolescence, technological limitations, and any other conditions or circumstances that may affect the equipment's value, performance, or suitability for your intended purposes.

You bear sole and exclusive responsibility for conducting appropriate due diligence prior to purchase including professional inspections, technical evaluations, regulatory compliance verification, title searches, environmental assessments, and any other investigations deemed necessary for informed decision-making. This obligation extends to engaging qualified professionals, obtaining independent appraisals, reviewing maintenance records, testing operational functionality, and verifying compliance with applicable safety and regulatory standards.

Our platform may provide verification services through independent partners, AI-generated information, or other informational resources, but these services are provided solely for convenience and do not constitute warranties, guarantees, professional advice, or substitutes for your independent due diligence. Partner verification activities are conducted remotely based on available information and cannot detect hidden problems, operational issues, or conditions requiring physical examination.

Failure to conduct adequate due diligence or your decision to rely upon incomplete information does not create any liability for us or provide grounds for transaction rescission, damage claims, or other remedies. You acknowledge that equipment purchases involve inherent risks that cannot be eliminated through verification services or informational resources.

PAYMENT OBLIGATIONS AND FINANCIAL COMPLIANCE

You warrant and represent that all funds used for equipment purchases originate from legitimate and lawful sources and are not connected to money laundering, terrorism financing, sanctions evasion, tax fraud, or any other criminal or unlawful activities. You agree to provide documentation of fund sources if requested and acknowledge that we may conduct anti-money laundering screening and compliance verification.

Payment must be completed within the timeframes and using the methods specified in your purchase agreement. You are responsible for all applicable taxes, fees, duties, and charges associated with your purchases including sales taxes, use taxes, value-added taxes, customs duties, buyer premiums, payment processing fees, and any other governmental or service charges.

You agree to comply with all payment processor terms and conditions and acknowledge that payment processing disputes are governed by processor policies and procedures rather than this Agreement. Credit card chargebacks, payment reversals, or similar actions taken without proper justification may result in immediate account termination and legal action to recover damages.

If you fail to complete payment or breach any purchase commitments, we may retain any deposits or partial payments made, pursue specific performance to compel transaction completion, recover damages including lost platform fees, administrative costs, and reasonable attorney fees, suspend or terminate your platform access, and pursue any other remedies available at law or equity.

ARTIFICIAL INTELLIGENCE LIMITATIONS AND USER RESPONSIBILITIES

Your use of artificial intelligence tools on the platform is governed by the AI Systems and Limitations provisions in the User Terms of Service, which are incorporated herein by reference.

COMPREHENSIVE BUYER INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Resin8, its affiliates, officers, directors, employees, agents, and assigns from and against any and all claims, demands, causes of action, damages, losses, costs, liabilities, and expenses including reasonable attorney fees arising from or relating to your breach of this Agreement, violation of applicable laws or regulations, use or misuse of purchased equipment, failure to conduct adequate due diligence, claims by your customers or third parties related to purchased equipment, environmental contamination or hazardous material exposure, export control or sanctions violations, regulatory compliance failures, or any negligent or willful misconduct in connection with your platform use or equipment purchases.

This indemnification obligation is unlimited in scope and amount and is not subject to any liability limitations set forth elsewhere in this Agreement or related documents. You acknowledge that equipment purchases may involve significant risks and potential liabilities that could exceed the value of the equipment itself, and you voluntarily assume responsibility for all such risks and potential consequences.

Your indemnification duties include engaging competent legal counsel to defend claims, paying all defense costs and expenses as they are incurred, obtaining our prior written consent before entering into any settlement agreements, and providing us with timely notice of any claims or potential claims covered by this indemnification provision.

LIABILITY LIMITATIONS AND DAMAGE EXCLUSIONS

Our total aggregate liability to you for all claims arising from or relating to your use of our platform, any equipment purchases, or this Agreement shall not exceed the lesser of one thousand dollars or the total platform fees we actually received from your account during the twelve months immediately preceding the event giving rise to liability, except for violations of confidentiality obligations, willful misconduct, or gross negligence.

We are not liable for any indirect, incidental, consequential, special, exemplary, or punitive damages including lost profits, lost revenue, lost business opportunities, business interruption, loss of data or reputation, equipment downtime, replacement costs, third-party claims, regulatory fines or penalties, or damages arising from AI system errors, verification service limitations, or third-party service interruptions.

No third party may rely upon any analysis, recommendations, valuations, or work product generated by us or our systems. You agree to include appropriate disclaimers in any documentation shared with third parties and to indemnify us against claims by third parties who rely upon such work product.

You must commence any legal action against us within one year after the cause of action accrues. Failure to file suit within this limitation period constitutes an absolute bar to such claims regardless of any other applicable statute of limitations.

EXPORT CONTROL AND INTERNATIONAL COMPLIANCE

You must comply with all applicable export control and international trade obligations set forth in the User Terms of Service, which are incorporated herein by reference.

DISPUTE RESOLUTION AND GOVERNING LAW

All disputes arising from or relating to this Agreement are subject to the Dispute Resolution and Governing Law provisions in the User Terms of Service, which are incorporated herein by reference.

PROHIBITED CONDUCT AND PLATFORM INTEGRITY

You are prohibited from circumventing our platform in connection with any transaction initiated, discovered, or facilitated through our services. This includes engaging in direct negotiations outside our platform after initial contact through our services, using our communication features to redirect transactions to alternative channels, or attempting to avoid platform fees through off-platform arrangements.

You may not provide false payment information, use unauthorized payment methods, submit offers without genuine intent or financial ability to purchase, engage in market manipulation or collusive bidding, discriminate against or harass other users, or engage in any conduct that could harm our platform's reputation or functionality.

Violations may result in immediate account termination, forfeiture of any deposits or payments made, legal action to recover damages and obtain injunctive relief, and reporting to appropriate authorities if criminal conduct is suspected.

ACCOUNT TERMINATION AND SURVIVAL OF OBLIGATIONS

We may terminate your account immediately upon your breach of this Agreement, violation of applicable laws, provision of false information, failure to complete purchase commitments, or engaging in conduct harmful to our platform or other users.

Upon termination, your platform access ceases immediately except as necessary to complete pending transactions under existing terms. Your ongoing obligations including payment duties for completed purchases, indemnification responsibilities, confidentiality obligations, and liability limitations continue indefinitely after termination.

Trade secret protection and confidentiality obligations survive permanently after account termination consistent with the perpetual nature of such protections under applicable law.

BUYER ACKNOWLEDGMENT

By submitting offers, making purchases, or using our platform as a buyer, you acknowledge that you have read and understood this Agreement and agree to purchase equipment "as-is, where-is" with comprehensive risk assumption, conduct independent due diligence, and provide unlimited indemnification for claims arising from your equipment purchases and platform use.