

RESIN8 SELLER AGREEMENT

SELLER ROLE AND MARKETPLACE OBLIGATIONS

This Seller Agreement governs your participation in our industrial equipment marketplace as a provider of equipment, machinery, and related products to potential buyers. We function exclusively as a marketplace facilitator that provides technology infrastructure, coordinates payment processing, and facilitates communications between you and prospective buyers, but we are not your agent, broker, representative, or guarantor of transaction outcomes.

You acknowledge that listing equipment on our platform constitutes a public offer for sale to potential buyers worldwide. By creating listings, you represent that you have the legal right, authority, and capacity to sell the listed equipment and that all information provided is accurate, complete, and not misleading.

When you accept an offer or enter into a purchase agreement through our platform, you are making an irrevocable commitment to complete the sale according to the agreed terms and conditions. This commitment is legally binding and cannot be withdrawn, modified, or cancelled except in cases of material buyer breach or mutual written agreement.

OWNERSHIP WARRANTIES AND LEGAL AUTHORITY

You warrant and represent that you are the legal owner of all listed equipment or have been granted express written authority by the legal owner to market and sell such equipment on their behalf. This includes having clear and marketable title free from undisclosed liens, encumbrances, security interests, or competing ownership claims that could impair your ability to transfer clear title to buyers.

You possess all necessary corporate authority, governmental approvals, permits, licenses, and legal capacity required to list and sell equipment through our platform. If you are acting as an agent, broker, or representative of the equipment owner, you have been granted sufficient authority to bind the owner to sale agreements and have disclosed your agency relationship in your listing details.

All equipment offered for sale is legally available for transfer and is not subject to any court orders, bankruptcy proceedings, regulatory holds, customs restrictions, or other legal impediments that could prevent completion of sales. You have complied with all applicable notice requirements, lien holder consents, and other legal prerequisites for equipment sales.

LISTING ACCURACY AND DISCLOSURE OBLIGATIONS

All listing information must be complete, accurate, and truthful in all material respects. This includes equipment descriptions, specifications, condition assessments, operational status, maintenance history, age, usage hours, modifications, repairs, known defects, safety issues, regulatory compliance status, and any other information that could materially affect a buyer's purchasing decision.

You must promptly update listing information when circumstances change and immediately remove or mark as unavailable any equipment that has been sold through other channels, withdrawn from the market, or otherwise become unavailable for sale. Continuing to market unavailable equipment or maintaining inaccurate listing information constitutes a material breach of this Agreement.

Equipment condition descriptions must reflect actual current condition based on reasonable inspection and knowledge. While equipment may be sold "as-is" without warranties, this does not excuse material misrepresentations or omissions of known defects, safety hazards, or conditions that could affect

equipment value or performance.

You are responsible for disclosing all material information regarding environmental contamination, hazardous material exposure, regulatory violations, pending litigation, insurance claims, accident history, and any other circumstances that could create liability for buyers or affect equipment usability.

ENVIRONMENTAL COMPLIANCE AND HAZARDOUS MATERIALS

You are solely responsible for all environmental compliance obligations related to listed equipment including proper handling, storage, and disclosure of hazardous materials, environmental impact assessments, waste disposal requirements, contamination remediation, and compliance with all applicable environmental laws and regulations.

Prior to listing equipment, you must identify and disclose any hazardous materials, environmental contamination, regulated substances, or conditions that could pose environmental or safety risks. This includes asbestos, lead-based paint, petroleum products, chemicals, radioactive materials, polychlorinated biphenyls, and any other substances regulated under federal, state, or local environmental laws.

You assume complete responsibility for environmental cleanup costs, remediation expenses, regulatory compliance failures, and any environmental enforcement actions related to equipment sold through our platform. This responsibility continues after equipment transfer and includes liability for pre-existing contamination or hazardous conditions that may not be immediately apparent to buyers.

COMPREHENSIVE SELLER INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Resin8, its affiliates, officers, directors, employees, agents, contractors, 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, equipment defects or safety hazards, environmental contamination or hazardous material exposure, intellectual property infringement or misappropriation, product liability or personal injury claims, export control or sanctions violations, fraudulent, negligent, or willful misconduct, or any other actions or omissions in connection with your use of our platform or equipment sales.

This indemnification obligation is unlimited in scope and amount and is not subject to any liability limitations that may apply to our obligations under this Agreement or related documents. You acknowledge that equipment sales may involve significant risks and potential liabilities that could substantially exceed the value of the equipment sold, and you voluntarily assume responsibility for all such risks and consequences.

Your indemnification duties include retaining competent legal counsel to defend claims, paying all defense costs and expenses as incurred, obtaining our prior written consent before entering into settlement agreements, providing timely notice of claims or potential claims, and cooperating fully with defense efforts and investigation activities.

INSURANCE REQUIREMENTS AND RISK MANAGEMENT

You must obtain and maintain adequate insurance coverage appropriate for your equipment sales activities including commercial general liability insurance with minimum coverage of two million dollars per occurrence, product liability insurance covering equipment sold through our platform, professional

liability insurance if you provide advisory or consulting services, environmental liability insurance for equipment that may involve environmental risks, and cyber liability insurance covering your platform-related activities.

You must name Resin8 as an additional insured party on all applicable insurance policies and provide certificates of insurance evidencing coverage upon request. We make no representations regarding the adequacy of your insurance coverage and have no obligation to verify policy terms or coverage amounts. You bear all risks associated with insurance gaps, coverage disputes, claims exceeding policy limits, or insurer insolvency.

Failure to maintain required insurance coverage constitutes a material breach of this Agreement and may result in immediate account termination and suspension of all listing privileges until adequate coverage is obtained and evidenced.

ANTI-CIRCUMVENTION AND PLATFORM INTEGRITY

You acknowledge that our marketplace facilitation services, buyer connections, and transaction opportunities constitute valuable business relationships and commercial opportunities that we have invested substantial resources to develop and maintain. To protect these legitimate business interests, you agree not to circumvent our platform in connection with any transaction or commercial relationship initiated, facilitated, or discovered through our services.

This anti-circumvention obligation includes refraining from conducting direct negotiations outside our platform after initial buyer contact through our services, redirecting platform-initiated transactions to alternative sales channels or direct arrangements, using our communication tools to facilitate off-platform transactions, sharing direct contact information to avoid platform fees, or otherwise attempting to bypass our platform for transactions that originated through our marketplace.

These obligations continue for twenty-four months following initial buyer contact through our platform and extend to all related or follow-up transactions with the same buyer, buyer affiliates, or entities acting on behalf of the buyer. Due to the difficulty of calculating actual damages from circumvention activities, you agree to pay liquidated damages equal to the greater of platform fees that would have been earned on circumvented transactions, ten thousand dollars per violation, or fifteen percent of the circumvented transaction value.

ARTIFICIAL INTELLIGENCE ASSISTANCE AND VERIFICATION SERVICES

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.

PAYMENT PROCESSING AND FEE OBLIGATIONS

We coordinate payment processing through third-party payment processors and distribute sale proceeds to you minus applicable platform fees, payment processing charges, and any required tax withholdings or deductions. Payment distribution typically occurs within three to seven business days following confirmation of buyer payment, completion of title transfer documentation, and resolution of any transaction disputes.

Platform fees are calculated as disclosed in your seller dashboard and may vary based on transaction size, equipment category, service level selected, and other factors. We reserve the right to modify fee structures with thirty days advance notice for most changes or immediate notice for emergency

adjustments required by legal or regulatory developments.

You are responsible for all taxes on earnings from equipment sales including income taxes, sales taxes where you are the collecting party, and any other applicable tax obligations. We will issue required tax reporting forms as mandated by applicable law but provide no tax advice or compliance assistance.

EXPORT CONTROL AND INTERNATIONAL TRADE 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.

LIABILITY LIMITATIONS AND SELLER RESPONSIBILITIES

Your liability to us and to buyers for breaches of this Agreement, misrepresentations, or equipment-related claims is unlimited and not subject to any liability caps or limitations. You acknowledge that equipment sales involve inherent risks that may result in substantial liability exposure exceeding the value of equipment sold.

ACCOUNT TERMINATION AND POST-TERMINATION OBLIGATIONS

We may terminate your seller account immediately upon your breach of this Agreement, provision of false or misleading listing information, failure to deliver sold equipment, violation of export control or sanctions laws, engaging in circumvention activities, or any other conduct that could harm our platform or other users.

Upon termination, we will remove all your active listings, but you remain obligated to complete any pending transactions under existing terms and conditions. Your ongoing obligations including payment of earned platform fees, indemnification responsibilities, anti-circumvention duties, 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.

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.

SELLER ACKNOWLEDGMENT

By listing equipment on our platform, you acknowledge that you have read and understood this Agreement and warrant that you own or have authority to sell listed equipment, will provide accurate information, will complete all sales, agree to unlimited indemnification obligations, understand anti-circumvention requirements, and will maintain required insurance coverage.