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ALL BIDDERS MUST MEET THE AUCTIONEER'S QUALIFICATIONS TO BID. A VALID DRIVERS LICENSE IS REQUIRED AND LICENSE WILL BE COPIED BY AUCTIONEER AND KEPT ON FILE. BY PARTICIPATING IN THE AUCTION, YOU AGREE TO THESE TERMS AND MAKE REPRESENTATIONS AS SET OUT HEREIN. THESE TERMS ARE LEGALLY BINDING AND IF YOU VIOLATE ANY OF THEM PALATIUM AUCTIONS® (PALATIUM AUCTIONS® AND ITS EMPLOYEES, AGENTS AND REPRESENTATIVES HEREAFTER ARE REFERRED TO AS "AUCTIONEER") OR SELLER MAY SEEK LEGAL RELIEF INCLUDING BUT NOT LIMITED TO REPORTING YOUR CONDUCT TO APPROPRIATE LAW ENFORCEMENT ENTITIES. PLEASE NOTE THAT THESE TERMS INCLUDE AN AGREEMENT BY WHICH YOU INDEMNIFY SELLER AND AUCTIONEER.

Any Bidder who is not a client in good standing of the Auctioneer may be disqualified at Auctioneer's sole option and will not be awarded lots. Such determination may be made by Auctioneer in its sole and unlimited discretion, at any time prior to, during, or even after the close of the Auction. Auctioneer reserves the right to exclude any person from the auction.

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All persons enter the auction site at their own risk. Bidder, at all times at the auction site, shall be there at his or her own risk without notice of the condition of the premises and the activities thereon and Bidder shall so advise Bidder's agents, representatives and/or employees. No person shall have any claim against Auctioneer, its officers, directors, agents, employees, principals, or attorneys for any injuries, damages, or loss of any kind, which may occur from any cause whatsoever while on the auction site at any time.

All persons will be liable for any unlawful or damaging conduct in which you engage, including losses in connection with the damage or injury of the goods being sold at auction and/or damage or injury to other invitees and their property. You also consent to leave the site of the sale or auction upon order or instruction from the Auctioneer to do so, which order or instruction shall be in the Auctioneer's sole discretion. Any person who bids in bad faith, has a history of bidding in bad faith, is drunken or acts in an

otherwise disorderly manner that is disruptive to the sale will not be permitted to bid, and will be required to leave the sale premises.

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Acceptance of your assigned Bid Card constitutes acknowledgement by holder that he/she has read and agrees to the foregoing conditions.

TERMS OF SALE ("TERMS"): SUCCESSFUL BIDDER ON A PROPERTY WILL BE REQUIRED TO PUT DOWN A MINIMUM OF \$2,500 WHICH MUST BE IN THE FORM OF CERTIFIED FUNDS MADE PAYABLE TO YOURSELF OR CASH. THE \$2,500 DOWN WILL BE YOUR EARNEST MONEY DEPOSIT FOR THE PROPERTY. IN SELECT INSTANCES ADDITIONAL EARNEST MONEY MAY BE REQUIRED AT THE REQUEST OF SELLER. IF THE AMOUNT OF THE EARNEST MONEY DEPOSIT IS MORE THAN THE \$2500 CASHIER'S CHECK PROVIDED BY THE BIDDER AT REGISTRATION, BIDDER'S WILL BE REQUIRED TO MAKE UP THE DIFFERENCE WITH A PERSONAL OR BUSINESS CHECK OR CASH.

THIS IS A CASH SALE AND IS NOT CONTINGENT ON THE BUYER'S ABILITY TO OBTAIN FINANCING. EARNEST MONEY IS NOT CONSIDERED AN "OPTION" PAYMENT. YOU ARE AGREEING TO CLOSE ON THE PROPERTY WHEN YOU SUCCESSFULLY BID ON THE PROPERTY. **IF YOU ARE NOT CERTAIN THAT YOU WANT TO PURCHASE THE PROPERTY, DO NOT BID ON IT.** IF YOU HAVE NOT INSPECTED THE PROPERTY AND DESIRE TO DO SO BEFORE PURCHASING THE PROPERTY, DO NOT BID ON THE PROPERTY.

IF THE BID IS ACCEPTED THE EARNEST MONEY DEPOSIT WILL NOT BE REFUNDED UNDER ANY CIRCUMSTANCES. SUCCESSFUL BIDDERS MUST HAVE ADEQUATE FINANCIAL RESOURCES TO FULFILL BID COMMITMENTS. IF YOU SUCCESSFULLY BID ON A PROPERTY, YOU CONTRACT TO PURCHASE THE PROPERTY FOR THE BID AMOUNT. FURTHER, BY PARTICIPATING IN THE AUCTION YOU ARE REPRESENTING TO AUCTIONEER AND SELLER THAT YOU HAVE ADEQUATE FINANCING AND YOU HAVE DONE SUFFICIENT DUE DILIGENCE TO BID ON THE PROPERTY AND PAY THE AMOUNT BID. BY PARTICIPATING IN THE AUCTION, YOU ACKNOWLEDGE THAT AUCTIONEER AND SELLER ARE RELYING ON YOUR REPRESENTATION OF SUFFICIENT FUNDING. YOU FURTHER ACKNOWLEDGE BY YOUR PARTICIPATION IN THE AUCTION THAT AUCTIONEER AND SELLER WILL BE INJURED IF YOU DO NOT HAVE SUFFICIENT FINANCING OR HAVE NOT ALREADY SATISFIED YOURSELF AS TO THE CONDITION OF THE PROPERTY AND ITS VALUE, INCLUDING LOSSES OF RESOURCES USED TO MARKET THE PROPERTY AND CONDUCT THE AUCTION.

THE SUCCESSFUL BIDDER FOR EACH PROPERTY SHALL EXECUTE AN AUCTION "PURCHASE & SALE AGREEMENT" (THE "AGREEMENT") FOR EACH PROPERTY IMMEDIATELY AFTER BEING DECLARED THE SUCCESSFUL BIDDER BY AUCTIONEER. COPIES OF THIS AGREEMENT ARE AVAILABLE FOR REVIEW PRIOR TO THE AUCTION AT THE AUCTION INFORMATION OFFICE OR BY CALLING AUCTIONEER.

IF YOU HAVE EVER PROVIDED A CASHIER'S CHECK OR A PERSONAL CHECK OR COMPANY CHECK FOR YOUR EARNEST MONEY DEPOSIT WHICH HAS BEEN RETURNED FOR ANY REASON INCLUDING BUT NOT LIMITED TO BEING DECLARED "NSF", BEING DRAWN ON A CLOSED ACCOUNT, BEING FRAUDULENT, OR HAVING A STOP ORDER PLACED ON IT, YOU ARE NOT ELIGIBLE TO PARTICIPATE IN ANY BIDS AND MAY NOT PARTICIPATE IN ANY LIVE OR ONLINE AUCTIONS. AT THE LIVE AUCTION EVENT YOU MAY BE ASKED TO LEAVE.

IF DESPITE THIS NOTICE YOU APPEAR AT THE AUCTION AND ATTEMPT TO PARTICIPATE IN THE BIDDING ON ANY PROPERTY, YOUR BIDS WILL BE DISREGARDED AND THE OTHER BIDDERS MAY BE INFORMED THAT YOU ARE NOT ELIGIBLE TO PARTICIPATE IN THE AUCTION AND TO DISREGARD YOUR BIDS.

FOR PROPERTIES SELLING FOR \$10,000 OR LESS, BUYER MAY BE REQUIRED TO PAY FOR THE PROPERTY IN FULL ON SALE DAY. ANY BUYER NOT CLOSING WITHIN THE CONTRACTUAL TIME PERIOD TO CLOSE WILL FORFEIT THE EARNEST MONEY DEPOSIT. PLEASE REVIEW THE SPECIFIC AGREEMENT RELATING TO EACH PROPERTY TO DETERMINE CLOSING REQUIREMENTS.

SPECIAL NOTE & BUYER'S PREMIUM FEE: A BUYER'S PREMIUM FEE WILL BE ADDED TO THE FINAL BID AMOUNT ON EACH PROPERTY SOLD AT THIS AUCTION. THE BID AMOUNT PLUS THE BUYER'S PREMIUM FEE EQUALS THE FINAL PURCHASE PRICE. A MINIMUM BUYER PREMIUM FEE MAY APPLY FOR SOME PROPERTIES. THE BUYER'S PREMIUM FEE IS DETERMINED PER PROPERTY AND IS AVAILABLE FOR REVIEW ON THE AGREEMENT.

CLOSING: ALL PROPERTIES MUST CLOSE ON OR BEFORE 15 TO 30 DAYS AFTER THE AUCTION, DEPENDING ON SELLER. ALL PROSPECTIVE BIDDERS SHOULD CONSIDER ENGAGING COUNSEL OF THEIR OWN CHOOSING TO EXAMINE THE COMMITMENT FOR TITLE INSURANCE AND ALL MATTERS REFERRED TO THEREIN AS AFFECTING THE STATE OF TITLE OF PROPERTIES ON WHICH THEY INTEND TO BID. SELLER AND AUCTIONEER MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE STATE OF TITLE ON ANY OF THE PROPERTIES, THE TITLE COMPANY, OR OF THE CORRECTNESS OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COMMITMENT FOR TITLE INSURANCE. UNLESS OTHERWISE STATED, SELLER SHALL PAY ALL CURRENT AD VALOREM TAXES AND FEES ASSESSED AGAINST THE PROPERTY UP TO THE DATE OF CLOSING.

BUYER'S NOTE: ANY PERSON ATTENDING THE AUCTION IS A GUEST OF AUCTIONEER AND SUBJECT TO REMOVAL BY AUCTIONEER AT ITS DISCRETION. ON THE DAY OF SALE, NO MODIFICATION TO THE AGREEMENT WILL BE ACCEPTED. FAILURE TO EXECUTE THE AGREEMENT IN THE FORM PRESENTED OR TO RENDER THE EARNEST MONEY DEPOSIT ON THE DAY OF SALE MAY RESULT, AT SELLER'S OPTION, IN A VOIDING OF THE SALE AND RESULTING IN THE SALE OF THE PROPERTY TO THE NEXT HIGH BIDDER OR PLACEMENT OF THE PROPERTY BACK IN THE AUCTION.

AUCTIONEER RESERVES THE RIGHT TO ADD OR DELETE ANY PROPERTY FROM THIS AUCTION OR TO ALTER THE ORDER OF SALE FROM THAT PUBLISHED HEREIN OR ELSEWHERE. BIDDERS ARE RESPONSIBLE TO PERFORM DUE DILIGENCE INCLUDING BUT NOT LIMITED TO PERSONAL ON-SITE INSPECTION OF EACH PROPERTY PRIOR TO THE AUCTION. ALL PROPERTIES SELL "AS IS-WHERE IS" WITH NO WARRANTIES EXPRESSED OR IMPLIED. ALL PROPERTIES WILL BE CONVEYED BY SPECIAL WARRANTY DEED, UNLESS OTHERWISE STATED. **THE INFORMATION SET FORTH HEREIN HAS NOT BEEN INDEPENDENTLY VERIFIED BY SELLER OR AUCTIONEER. ITS ACCURACY IS NOT WARRANTED IN ANY WAY, INCLUDING BUT NOT LIMITED TO INFORMATION SET FORTH HEREIN CONCERNING UTILITIES, LEASE INFORMATION, ZONING, ACREAGE OF PARCEL, SQUARE FOOTAGE OF IMPROVEMENTS AND ALL PHOTOGRAPHS.** BUYER AGREES THEY ARE NOT RELYING ON THE INFORMATION PROVIDED IN DECIDING WHETHER TO BID ON THE PROPERTY AND HAVE CONDUCTED THEIR OWN DUE DILIGENCE INVESTIGATION PRIOR TO THE AUCTION. THERE IS NO OBLIGATION ON THE PART OF SELLER OR AUCTIONEER TO UPDATE THIS INFORMATION. ALL ANNOUNCEMENTS MADE AT THE AUCTION TAKE PRECEDENCE OVER ALL OTHER ADVERTISING. SELLER AND AUCTIONEER DO NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY ORAL OR WRITTEN REPRESENTATION, WARRANTS OR AGREEMENTS, RELATING TO THE PROPERTY (INCLUDING

INFORMATION APPEARING IN THE AUCTION BROCHURE OR ANNOUNCEMENTS MADE AT THE TIME OF THE AUCTION) EXCEPT THOSE OF SELLER AS EXPRESSLY SET FORTH IN THE AGREEMENT.

BUYER IS RESPONSIBLE FOR VERIFICATION OF THE LEGAL DESCRIPTION OF PROPERTY. SELLER AND AUCTIONEER MAKE NO WARRANTY EXPRESSED OR IMPLIED AS TO THE ACCURACY OF THE SAME.

PROPERTIES IDENTIFIED IN THE AUCTION BROCHURE AND/OR ON THE WEBSITE AS "ABSOLUTE" ARE SOLD TO THE HIGHEST BIDDER ON THE DAY OF SALE AT THE LIVE AUCTION EVENT. PROPERTIES NOT IDENTIFIED AS "ABSOLUTE" ARE BEING AUCTIONED WITH A RESERVE. ALL PROPERTIES SUBJECT TO A RESERVE ARE NOT SOLD UNTIL SELLER APPROVAL.

THERE IS NO MINIMUM - STARTING BID REQUIRED ON ANY UNIT. THERE IS NO OBLIGATION ON THE PART OF SELLER TO ACCEPT ANY BACKUP BIDS IN THE EVENT THE HIGH BIDDER FAILS TO PERFORM AND SELLER CAN RECEIVE AND CONSIDER MULTIPLE BIDS AT THE SAME TIME. THERE IS NO ENFORCEABLE AGREEMENT UNTIL THE AGREEMENT HAS BEEN FULLY EXECUTED BY BOTH SELLER AND BUYER AND THE EARNEST MONEY DEPOSIT HAS BEEN RECEIPTED BY THE TITLE COMPANY.

AGENCY DISCLOSURE: AUCTIONEER AND ALL LICENSEES EMPLOYED BY OR ASSOCIATED WITH AUCTIONEER REPRESENT THE SELLER IN THE SALE OF THESE PROPERTIES.

There will be No Broker participation for this Auction.

Disclaimers:

(a) The property will be sold by Seller to Buyer on an "as is, where is, and with all faults" basis. Buyer accepts all faults of the property whether known or unknown, presently existing or that may hereafter arise. Buyer acknowledges and agrees that Seller and Auctioneer have not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, or, as to, concerning or with respect to: (i) the value, nature, quality or condition of the property, including, without limitation, the water, soil and geology; (ii) the income to be derived from the property; (iii) the suitability of the property for any and all activities and uses which Buyer may conduct therefrom; (iv) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (v) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the property; (vi) the manner or quality of the construction or materials, if any, incorporated into the property; (vii) the manner, quality, state of repair of the property; (viii) the existence of any view from the property or that any existing view will not be obstructed in the future; or (ix) any other matter with respect to the property, and specifically, without limitation, that Seller has not made, does not make, and specifically disclaims any representation regarding compliance with the Americans with Disabilities Act or with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including solid waste (as defined by the U.S. Environmental Protection Agency regulations at 40 C.F.R., Part 261), or the disposal or existence, in or on the property, of any hazardous substance (as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder).

(b) Buyer further acknowledges and agrees that having been given the opportunity to inspect the property (unless the property of interest is occupied), Buyer is relying solely on Buyer's own investigation of the property and not on any information provided or to be provided by Seller, or Auctioneer. Buyer further acknowledges and agrees that any information provided by or on behalf of Seller with respect to the property including, without limitation, all information contained in any property information package

previously made available to Buyer by Seller was obtained from a variety of sources and Seller and Auctioneer have not made any independent investigations or verification of such information and make no representation as to the accuracy or completeness of such information. Buyer acknowledges that Seller and Auctioneer and their employees, agents, affiliates, and associates reserve the right to place bids on properties up to the sellers' reserve price, if desired, at their sole discretion. Buyer understands that Seller shall not tender bids above its reserve price.

PROPERTIES IDENTIFIED AS OCCUPIED MAY BE OCCUPIED BY ONE OR MORE THIRD PARTIES. IT SHALL BE THE SOLE RESPONSIBILITY OF BUYER PRIOR TO BIDDING OR CLOSING ON THE PROPERTY TO CONDUCT THEIR OWN INVESTIGATION AS TO THE OCCUPANCY OF THE PROPERTY. PROSPECTIVE BIDDERS SHALL NOT HAVE ANY CONTACT WITH CURRENT OCCUPANTS OF THE PROPERTY WITHOUT SELLER'S WRITTEN CONSENT UNTIL AFTER CLOSE AND FUNDING. AS PART OF THIS CONTRACT, AND AS SET FORTH IN THE ATTACHED ADDENDUM TO PURCHASE AGREEMENT FOR OCCUPIED PROPERTIES, BUYER IS ASSUMING THE RESPONSIBILITY OF ALL OCCUPANTS AND/OR TENANTS AND ANY EXPENSES THEREWITH, INCLUDING, BUT NOT LIMITED TO, ANY SECURITY DEPOSITS OR PRE-PAID RENT AS SET FORTH IN THE ADDENDUM, BUYER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS AGENTS, AUCTIONEERS, ATTORNEYS, SELLERS, AND REPRESENTATIVES FROM AND AGAINST ANY CLAIMS, DEMANDS, ACTIONS OR EXPENSES ARISING OUT OF ANY ACTION CONCERNING SECURITY DEPOSITS AND FOR ANY EVICTION OR UNLAWFUL DETAINER OR OTHER LITIGATION ARISING OUT OF OCCUPANCY, TENANCY OR LEASE OF THE PROPERTY. IF YOU ARE NOT CERTAIN THAT YOU WANT TO PURCHASE THE PROPERTY, DO NOT BID ON IT.

(c) Seller and Auctioneer and their employees, agents, contractors, officers and directors shall not be liable or bound in any manner by any oral or written statements, representations or information pertaining to the property, or the operation thereof, that is furnished by any real estate broker, agent, employee or other person. Buyer acknowledges that Seller or an affiliated entity of Seller may have acquired the subject property by foreclosure or by deed in lieu of foreclosure and, accordingly, has little or no familiarity therewith. Buyer further acknowledges that seller has not built the property, Seller makes no representations or warranties with respect to the physical condition or any other aspect of the property, including without limitation the structural integrity of any improvements on the property, the conformity of the improvements to any plans or specifications for the property that may be provided to buyer, the conformity of the property to applicable zoning or building code requirements, the existence of soil instability, past soil repairs, susceptibility to landslides, sufficiency of undershoring, sufficiency of drainage, or any other matter affecting the stability or integrity of the land or any buildings or improvements situated thereon.

(d) Buyer and anyone claiming by, through or under Buyer hereby fully and irrevocably release Seller and Auctioneer and their respective employees, officers, directors, representatives and agents from any and all claims that buyer may now have or hereafter acquire against seller and auctioneer, their employees, officers, directors, representatives and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any construction defects, errors, omissions or other conditions, including environmental matters, affecting the property, or any portion thereof. This release includes claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist in his favor which, if known by buyer, would materially affect Buyer's release of Seller and Auctioneer. It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that the property is sold by Seller and purchased by Buyer subject to the foregoing.

(e) BUYER ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY CLAIM OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGES TO OR DESTRUCTION OR LOSS OF PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED BY BUYER, ITS AGENTS, PRINCIPALS AND/OR EMPLOYEES, IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO THE AUCTION, INCLUDING BUT NOTLIMITED TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OR NEGLIGENT MISREPRESENTATIONS OF SELLER, AUCTIONEER, OR THE EMPLOYEES, AGENTS, INVITEES, OR LICENSEES THEREOF. BUYER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS SELLER, AUCTIONEER AND THEIR REPRESENTATIVES, AND THE EMPLOYEES, AGENTS, INVITEES AND LICENSEES THEREOF IN RESPECT OF ANY SUCH MATTERS AND AGREES TO DEFEND ANY CLAIM OR SUIT OR ACTION BROUGHT AGAINST SELLER, AUCTIONEER, AND EMPLOYEES, AGENTS, INVITEES, AND LICENSEES THEREOF.

(f) THIS IS A NON CONTINGENCY AUCTION. IT IS NOT CONTINGENT ON A PROPERTY INSPECTION, BUYER FINANCING, REPAIRS, OCCUPANCY OR ANY OTHER CONTNGENCY.

THESE TERMS AND CONDITIONS OF SALE ARE GOVERNED AND INTERPRETED UNDER THE LAWS OF THE STATE OF MISSOURI. WITH REGARD TO THE ENFORCEMENT OR INTERPRETATION OF THESE TERMS AND CONDITIONS, ANY PROCEEDINGS AND/OR ACTIONS FILED BY OR AGAINST AUCTIONEER SHALL BE FILED IN BY OR AGAINST AUCTIONEER SHALL BE FILED IN THE STATE OF MISSOURI, COUNTY OF ST. LOUIS. FURTHER, BIDDER AGREED TO THE JURISDICTION OF THE STATE OF MISSOURI, COUNTY OF ST. LOUIS. BIDDER SURRENDERS ANY AND ALL PROTESTATIONS THAT HE/SHE IS NOT SUBJECT TO THIS JURISDICTIONAL SOVEREIGNTY AND THAT ST. LOUIS COUNTY IS AN IMPROPER OR INCONVENIENT LEGAL VENUE.

SHOULD BIDDER OR AUCITONEER FILE LEGAL PROCEEDINGS FOR REASONS OF INTERPRETATION OR ENFORCEMENT OF THE TERMS AND CONDITIONS, THE REIGNING PARTY OF SUCH ACTION SHALL BE AUTHORIZED TO RECOVER THE REASONABLE ATTORNEY FEES IN THIS REGARD FROM THE NON-REIGNING PARTY.

LIMITATION OF ACTIONS. Any action or suit of any kind by Seller against Auctioneer must be commenced within one (1) year from the date when the cause of action or suit accrued or it will be forever barred. The right of action of suit will accrue, and the one (1) year limitation period will begin to run, on the date of breach, damage, or injury is sustained and not when the resulting cost, damage, harm or loss is discovered.