

Government Liquidation

SEALED BID SALE PACKAGE SB7283 - Tires Term Contracts @ LA, MS & TX



July 15th, 2009

*See Individual lot for POC Information
Main Site(s):*

**BIDS WILL BE ACCEPTED VIA THE GL WEB SITE, FAX AND MAIL.
A 10% BUYER'S PREMIUM IS IN EFFECT FOR THIS SALE.**

**** IMPORTANT DATES FOR THIS SALE ****

- | | |
|---|---|
| • Inspection Date and Time: July 13 & 14 | By Appointment Only / Call site listed for
preview times |
| • Date and Time Bids Due: July 15 | 8:00PM ET |
| • Award Date: July 16 | |
| • Pay In Full By: July 23 | |
| • Removal Period: By Appointment Only / No Weekend or
Holiday Removal | By Appointment Only / Call site listed for
removal times |
-

INSIDE YOU WILL FIND...

Sealed Bid Terms & Conditions
Credit Card Transaction Information
Bank Letter of Guarantee and Wire Transfer Information
Fax Cover Letter
Express Submittal Form
Sealed Bid Package
Authorization for Pick-Up
Waiver and Release of Liability
Sealed Bid Checklist
Corporate Headquarters

15051 N. Kierland Blvd. 3rd Floor • Scottsdale, Arizona 85254
Tel: (480) 367-1300 • Fax: (480) 367-1450
E-mail: info@govliquidation.com • Website: www.govliquidation.com

THE FOLLOWING TERMS AND CONDITIONS PERTAIN TO BOTH USEABLE SURPLUS AND SCRAP MATERIAL SALES

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Section 1: PARTIES AND DEFINITIONS ([top](#))

- A. Surplus Acquisition Venture, LLC ("SAV"), Government Liquidation, LLC ("GL") and DOD Surplus, LLC ("DS") are the companies established by Liquidity Services, Inc. ("LSI") to administer the sale of useable surplus (SAV & GL) and scrap material (DS) for the U.S. Defense Reutilization and Marketing Service ("DRMS"). Government Liquidation ("GL") is also the marketplace from which we sell all property and material and is the name you will encounter most often in communications, on our web site, and in direct dealings with our employees. Invoices and some other correspondence may be sent in the name of SAV, GL or DS. We have three companies simply because we are required to do so under our sales contracts with the DRMS. Except where we have specified otherwise, your dealings with us should be governed by the principle that you are dealing with a single organization. Throughout these Terms and Conditions, Surplus Acquisition Venture, LLC, Government Liquidation, LLC and DOD Surplus, LLC are referred to as GL.
- B. The terms "you" and "your" refer to a Bidder, Buyer, or Registrant of GL. The terms "we," "us," "our," "GL," and "Company" refer to GL. References to the singular include the plural and vice versa. References to the masculine include the feminine and vice versa.
- C. These Terms and Conditions comprise the entire agreement between you and GL relating to the bidding process and the purchase of property offered and sold by GL (the "Agreement").
- D. A "Term Contract" is an Agreement between GL and a Buyer that GL will deliver a specific property to the Buyer at a specific location or locations for a specific period of time, not less than one hundred eighty (180) days (six months). Term Contracts are governed by specific terms and conditions that are in addition to these general Terms and Conditions. Buyers are billed on Term Contracts based on deliveries made by GL.
- E. A "Spot Sale" is an Agreement between GL and a Buyer that GL will deliver a specific property to the Buyer at a specific location or locations for a specific period of time, not more than one hundred seventy nine (179) days (one day short of six months). Buyers are invoiced for the entire bid amount, buyer's premium and any applicable taxes at the time they are notified of their high bid. Any adjustment based on actual deliveries made to the Buyer will be made after all property has been removed by the Buyer.

- F. "Useable" property is property sold for its originally intended purpose, or a reasonable alternative purpose, which may require substantial repair, refurbishment or replacement of parts or components, or modification, but is nonetheless sold for some purpose other than the value of its material. Useable property is sold in GL sales events numbered below 6000 (e.g., 2975, 3045).
- G. "Scrap" material is property sold for its material content value, and for which it is not intended that the property or any of its parts or components be used for its originally intended purpose. Scrap material is sold in GL sales events numbered 6000 or higher (e.g., 6001, 7250). Most scrap material is sold with a requirement that it be mutilated beyond any ability to reconstitute it for its originally intended purpose. Most scrap material is sold by weight; however, some scrap material is sold by unit. Where mutilation of the scrap material is not required, the scrap material may be sold by units rather than by weight. Some items sold with a unit quantity may still require mutilation. The absence of a requirement to mutilate should not be construed as an implication by us that the property is fit for its originally intended purpose or should be purchased with a useable purpose in mind.

Section 2: ELIGIBILITY ([top](#))

- A. By placing a bid on any sale on this web site, you agree to be bound by these Terms and Conditions. In order to participate in a GL sales event, you must:
 - 1. Be at least 18 years of age
 - 2. Agree to this Agreement by clicking on the appropriate button provided at the bottom of these Terms and Conditions
 - 3. Agree that we are the only two parties to this contract
 - 4. Agree that there are no contingencies to these sales other than those stated by us in the Terms and Conditions or in the lot description at the time of sale
 - 5. Be competent to enter into a contract
 - 6. Agree to pay for any bids placed using your unique website username and password
 - 7. Agree to remove the property from the military installation where it is located within the required time frame
 - 8. Be free from any previous financial obligations owed to us
 - 9. Be capable of receiving a Trade Security Control (TSC) clearance to buy any property that requires such a clearance
 - 10. Be a real person or business entity, with a verifiable address, telephone number and email address
 - 11. Agree to deal with us in good faith, and not attempt to defraud, cheat or wrong us or the U.S. Government
 - 12. Agree to abide by any existing security regulations at any military installation from which you purchase property or at which you wish to inspect property prior to placing a bid
 - 13. Agree to inspect the property upon which you are bidding or waive the opportunity to conduct a physical inspection of the property
 - 14. Agree that by waiving the opportunity to physically inspect the property prior to bidding, you are limiting your rights under this Agreement. We strongly encourage you to inspect property if you have any concerns or questions about the property's condition, operability, fitness for a particular purpose or merchantability.
- B. Before placing a bid on <http://www.govliquidation.com>, you must establish an account with us. Establishing an account is free, but requires you to submit personal information, which we will verify, before allowing you to place bids. All account information is secured via SSL 128-bit encryption. We do not share personal information provided by you with third parties, except under very limited circumstances. For more information about our privacy policy, please [click here](#).
- C. We require you to provide us with an accurate mailing address, telephone number, email address, so that we can communicate with you regarding your account, purchases and payments. Your identity will be verified through a third-party data verification vendor. We may request additional personal information from you in order to verify your identity. You are responsible for updating any changes in the account information. We will verify your account information to verify your identity. We do this to protect you and to protect us from false bids, fraud, identity theft, and to ensure that government surplus items are not sold to people who have been prohibited by the U.S. Government from purchasing such items. Your agreement to these terms and conditions constitutes express consent to the verification of your identity.
- D. If you are registering as a business entity, you represent that you have the authority to bind the entity to these Terms and Conditions. A limit of one registration per business or individual will be enforced on our web site. Duplicate registrations will be de-activated from use.
- E. We reserve the right to accept or reject any or all bids. Any direction or prohibition stated on our web site or within these Terms and Conditions, unless specifically referring to GL shall be construed as a direction to or prohibition on the Buyer only. We reserve the right to limit the bid amounts proposed by any Bidder, either singly or in aggregate. We reserve the right to refuse any individual or business access to our sales events.
- F. You represent that you and the business for which you are acting as an agent are not listed on the Excluded Parties List System (EPLS), which is maintained at www.epls.gov, and that if it is discovered that you were an excluded party at the time you bid, any sale resulting from your bid is void, and you are liable to GL for damages resulting from your misrepresentation.

Section 3: EXPORT RESTRICTIONS / END-USE-CERTIFICATES ([top](#))

- A. You acknowledge and agree that certain goods, software, and technology may be subject to the export control laws and regulations of the United States, including but not limited to the Export Administration Regulations (EAR), the International Traffic in Arms Regulations, and regulations of the U.S. Department of Treasury, Office of Foreign Assets Controls. You agree you will comply with all applicable export laws and regulations.

- B. You may not, without prior U.S. Government authorization, export, re-export, or transfer any goods, software, or technology, either directly or indirectly, to any country subject to a U.S. trade embargo or sanction or to any resident or national of these countries, or to any person, organization, or entity on any of the restricted parties lists maintained by the U.S. Departments of State, Treasury, or Commerce. In addition, any goods, software or technology may not be exported, re-exported, or transferred to any end-user engaged in activities, or for any end-use, directly or indirectly related to the design, development, production, use, or stockpiling of weapons of mass destruction, e.g. nuclear, chemical, or biological weapons, and the missile technology to deliver them.
- C. We do not sell property to persons from the countries that are prohibited from receiving transfers of military equipment or technology. Please check with the appropriate government agency for a current list of prohibited countries. Buyers are advised that purchasing from us and then reselling or attempting to export to these countries is prohibited. The list of prohibited countries is subject to change at the discretion of the U.S. Government
- D. If you purchase property that will be exported outside of the United States, you must obtain proper export licenses prior to our transfer of title and release of goods. We may assist Buyers in obtaining export licenses, and you agree to pay the costs associated with obtaining any licenses required. Our assistance will be limited to providing information for the purpose of completing required export license applications, Shipper's Export Declarations, or other forms. We cannot advise you as to which forms, which licenses, or what agencies may have jurisdiction over the property you purchase. You are encouraged to seek expert legal advice regarding export licensing. We are not an expert in the area of export licensing and do not hold ourselves out as such.

END-USE-CERTIFICATES [EUC] (DLA FORM 1822): ([top](#))

- E. GOVERNMENT LIQUIDATION WILL NOT SELL ANY DEMIL B OR Q PROPERTY WITHOUT AN APPROVED END-USE CERTIFICATE. When an END-USE-CERTIFICATE (EUC) is required to complete the transaction, no property will be released or removed until all certificates are filed and the property has been cleared for release. There will be no exceptions or exclusions to this requirement. The edition of the EUC, DLA Form-1822, provided online is the ONLY valid form accepted for this sales event. Once it is determined that you are the high bidder, after the sale close date, the following deadlines apply: You will have seven business days from the sale closing date to submit a completed EUC. If revisions to the EUC are necessary, you will have an additional five business days to make revisions and submit an EUC capable of being accepted by the DLA Office of Criminal Investigations Trade Security Control ("TSC") Office. Buyers who have not submitted an acceptable EUC (DLA Form-1822) within 12 business days will have their winning bids voided and liquidated damages assessed equal to the greater of 25% of the winning bid or thirty dollars (\$30).
- F. The requirement that the EUC be complete, correct and legible is your obligation. We do not control the amount of time required for approval or the final decision to allow or disallow the release of the property to the individuals completing and filing the EUC.
- G. Prospective Buyers are notified that property sold is subject to Demil Code changes as imposed by the DRMS. If an item's Demil status changes to "B" or "Q", you agree to complete a DLA Form-1822 when informed of the change. Buyers will be notified in writing, with an explanation of the sale/lot/ item in question, and a copy of the End-Use Certificate will be provided for completion. This becomes a condition of sale.
- H. Sales for which EUCs have not been approved by TSC within 45 days of submission will be canceled by GL at our sole discretion without liquidated damages to the Buyer.

Section 4: THE PROPERTY ([top](#))

- A. YOUR PURCHASE OF OR PLACEMENT OF A BID ON THE PROPERTY CONSTITUTES ACCEPTANCE OF THE PROPERTY "AS IS" AND IN A USED CONDITION. "ACCEPTANCE" AS USED HERE ALSO MEANS THAT, BY PURCHASE OF THE PROPERTY, YOU WILL BE DEEMED TO HAVE EXAMINED, OR HAD THE OPPORTUNITY TO EXAMINE, THE PROPERTY AND AGREED THAT THE PROPERTY IS OF THE SIZE, DESIGN, CAPACITY AND MANUFACTURER SELECTED BY YOU, IS IN PHYSICAL AND MECHANICAL CONDITION ACCEPTABLE TO YOU, AND IS FIT FOR THE PARTICULAR PURPOSE AND USE YOU REQUIRE. WE DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE PROPERTY IS FREE FROM LATENT DEFECTS. YOU ACKNOWLEDGE THAT WE ARE NOT A MANUFACTURER OF THE PROPERTY, OR AN AGENT OF THE MANUFACTURER, AND THAT THE ONLY EXPRESS WARRANTY WITH RESPECT TO THE PROPERTY IS THAT OF THE MANUFACTURER, IF ANY. YOU WAIVE ANY AND ALL CLAIMS AGAINST US FOR DAMAGES, LOSSES, COSTS, INJURIES, PENALTIES, EXPENSES, ATTORNEYS' FEES AND LIABILITIES OF WHATEVER NATURE WHETHER IN TORT, CONTRACT, WARRANTY OR STRICT LIABILITY, INCLUDING THOSE RESULTING FROM INJURIES OR DEATHS OF PERSONS AND DAMAGES TO PROPERTY RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THE USE, CONDITION, OPERATION, TRANSPORTATION, SERVICE, POSSESSION, RENTAL OR SALE OF THE PROPERTY, LOSS OR LIABILITY RESULTING FROM NEGLIGENCE, BREACH OF WARRANTY, PARTS, LABOR, DELAY OR BUSINESS INTERRUPTION BY YOU OR THIRD PARTIES, DELIVERY DELAYS, WORK STOPPAGES, FAILURE TO WARN, OPERATIONAL DEFICIENCIES OR FAILURES, BREAKDOWNS, STRIKES, ACTS OF GOD, UNAVAILABILITY OF THE PROPERTY OR OTHER CAUSE (WHETHER THESE CAUSES ARE AVOIDABLE OR NOT) CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY BY YOU, US, YOUR OR OUR EMPLOYEES, YOUR OR OUR AGENTS OR THIRD PARTIES (COLLECTIVELY, "SPECIFIED CLAIMS"). UNDER NO CIRCUMSTANCES ARE WE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO YOU OR ANY OTHER PARTY. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL SPECIFIED CLAIMS.

PROPERTY DESCRIPTIONS: ([top](#))

- B. The information and descriptions found in the advertising materials for specific sales are deemed reliable but are not guaranteed. We neither assume responsibility nor make any warranty regarding the sale's contents. Condition codes, National Stock Numbers (NSN), Local Stock Numbers (LSN), National Item Identification Numbers (NIIN), and Scrap Condition List (SCL) codes are provided as received from the DRMS as assistance to our customers. We do not guaranty the accuracy of this information. It is your responsibility to verify an item's information and description, including but not limited to, product condition, estimated weight, count, measure or other factors that determine the bid price. Information provided by us is not guaranteed and should not be considered as a substitute for your due diligence and physical inspection of the property.
- C. Items offered for sale as "scrap" require mutilation or demilitarization as a condition of sale. These items must be totally destroyed prior to export and must be rendered useless beyond the possibility of restoration. IF MUTILATION OR OTHER DESTRUCTIVE SCRAPPING IS NOT REQUIRED, IT WILL BE ANNOUNCED IN THE LOT DESCRIPTION AT THE TIME OF THE OFFERING. GL must witness the mutilation of any scrap material requiring mutilation, which has not been mutilated prior to sale, and you agree to allow GL personnel access to your facility to witness such mutilation as is required. Mutilation may be accomplished at the Defense Reutilization and Marketing Office ("DRMO") prior to removal if permitted by the DRMS or at the Buyer's facility. The DRMS or their designated U.S. Government representatives may accompany GL in witnessing the mutilation of property, and you agree to allow Government personnel to witness the mutilation of property. GL personnel, in their sole discretion, shall determine whether or not mutilation has been accomplished in accordance with these Terms and Conditions.
- D. Your bidding for scrap property on our website will constitute an acknowledgement of your responsibility to perform destructive scrapping on any items sold, unless the lot description specifically indicates that scrapping is not required.
- E. ITEMS ARE SOLD BY COMMODITY, AND WE RESERVE THE RIGHT TO REMOVE ITEMS FROM ANY SCRAP ACCUMULATION THAT ARE OUTSIDE OF THE SCOPE OF THE COMMODITY ADVERTISED FOR SALE. For example, if an accumulation of scrap contains both ferrous and non-ferrous material, but the lot is described as 50,000 lbs. of heavy unprepared iron and steel, you will not be permitted to remove as part of the lot, aluminum or copper, which was located in the same scrap accumulation at the time you inspected the lot.

SCRAP SALES: ([top](#))

- F. Bidding on scrap items is based on a lot price. However, when the lot is advertised with a weight quantity, the actual amount due will be determined based on the actual weight removed multiplied by a unit price per pound. This price per pound will be calculated by taking the total price bid divided by the estimated weight of the property. There will be no adjustments made for weight variances between the estimated weight and the actual weight that result in a discrepancy equaling a refund or supplemental invoice of two hundred fifty dollars (\$250) or less. Variances that exceed two hundred fifty dollars (\$250) will be adjusted for the full amount of the variance.
- G. Dunnage (including pallets, spools, drums, etc.) is included in the total weight unless specifically excluded via language in the lot description. No allowance for dunnage or any other materials included in the material loaded out will be permitted in calculating the total weight of the lot purchased.
- H. When our representative is unavailable to weigh out your truck, weight tickets from a licensed or certified third-party public scale will be required for all scrap sales. Failure to provide weight tickets will result in pricing at 2.5 times the maximum legal load capacity of the container used to remove the property. Estimated amounts will be adjusted upon the receipt of weight tickets from a third-party licensed or certified public scale. Falsification of weight tickets will result in your immediate banning from future bidding, and referral to appropriate law enforcement authorities.

DEMILITARIZATION AS A CONDITION OF SALE ("DCS") PROPERTY: ([top](#))

- I. Demilitarization As A Condition of Sale ("DCS") property are items that must be demilitarized pursuant to applicable Department of Defense regulations before title to the residue can pass to the Buyer. We will advise you of the demilitarization procedures for DCS property offered for sale on this website. Demilitarization will be effected by melting, popping, crushing, deforming, or otherwise mutilating the property so as to completely destroy its military purposes. The use of precision torch fixtures, saws, tools of any kind to minimize mutilation or demilitarization is forbidden. Buyers of DCS property are subject to surveillance and verification by the Department of Defense. Failure to perform the required demilitarization within 30 days of property removal may result in the Buyer being referred to the Defense Logistics Agency ("DLA") Office of Criminal Investigations ("DCIA") or other appropriate enforcement authorities, as well as the suspension of bidding privileges with us.

LARGE CALIBER (OVER 30 MM) SHELL CASES: ([top](#))

- J. You agree that you are not purchasing any large caliber (over 30 mm) shell cases for military use. You agree that you will not, directly or indirectly, use or dispose of in any fashion the items for military use. You agree that you will include this clause in its entirety in any later sale or transfer of title, or possession by you or your successor in title or interest. You agree that the items will not be exported for military use and, if exported for any reason, a full disclosure of their origin by reference to our sale and lot number will be made to the appropriate export licensing department or agency. Any item you plan to export must be completely destroyed prior to exportation.

DEMIL CODE CHANGES – RETURN OF RESTRICTED PROPERTY ([top](#))

- K. In the event that DRMS changes a Demil Code or determines that an item offered for sale by GL may not be sold, or must be sold with restrictions, GL may withdraw the item from sale or place additional restrictions on the sale at any time prior to the removal of the item by the Buyer. The Buyer will be limited in remedy to a refund of the purchase price and cancellation of the sale.
- L. Items sold by us, which are changed to a Demil Code status of other than B or Q from Demil Codes A, B or Q, or are otherwise determined to be restricted by DRMS, must be returned by you to the nearest DRMS facility, and you will be reimbursed for the purchase price and any documented transportation costs incurred by you. If you have already transferred the property to another party, you agree to provide the name and contact information of that party to the Department of Defense or other federal government agency charged with the investigation of the transfer or recovery of the property. Your failure to cooperate in returning these items, providing contact information of transferees or completing and submitting End-Use-Certificates upon any Demil Code change may constitute grounds for suspension of your account and prohibition from bidding in future GL or U.S. Government sales, and we reserve the right to suspend your participation without providing you any additional notice or warning.
- M. In the event that a Buyer is requested to return property subsequently determined by the DRMS to be restricted, Buyer understands that any certification to GL regarding what has been returned will be forwarded to the Government and be the basis for determining any refund due the Buyer. If you falsely claim a refund for property you have not returned to DRMS, you may be liable under the False Claims Act, 18 U.S.C. §287. Included with the request to return property, you will receive contact information for Fast Track Logistics, who will be responsible for returning the property to the Government at no cost to the Buyer.
- N. Buyers who are deemed by the DRMS to be "uncooperative" with attempts to recover property may be denied access to future sales events at the discretion of the DRMS.

HAZARDOUS COMPONENTS OR CONSTITUENTS ([top](#))

- O. According to the terms of our contract with the DRMS, GL sells only useable electronic devices, including repairable devices. GL makes no warranties or representations regarding the electronic devices it sells, and strongly encourages Bidders to personally inspect property prior to bidding. Any device which is damaged in transit or is found to be cracked, shattered or broken may subject the Buyer to regulations pertaining to the handling, storage, transportation, re-sale or disposal of electronic waste. Buyers are encouraged to check with their state department of environmental services to determine what regulations, if any, might apply under these circumstances.
- P. DRMS cautions that certain property may have components, parts, constituents or ingredients that may be corrosive, reactive, ignitable or exhibit other hazardous or toxic properties. You are cautioned to use and ultimately dispose of any hazardous components or constituents according to all applicable local, national or international laws and regulations in a manner safe for the public and the environment.
- Q. Certain pieces of property may contain residual chemicals, friable asbestos, petroleum products and ozone depleting substances or other hazards. You acknowledge and agree that we are not responsible for providing documentation or certification regarding the identification or status of these substances. Certain pieces of property have design features that may be hazardous if warning labels are not heeded.

ADDITIONAL CAUTIONS REGARDING PROPERTY: ([top](#))

- R. With regard to the "Sunray" brand gas range, 30 size, Model No. 26JAOOX13, NSN 7310-01-046-2869, and electric range, 30 size, Model No. STC-26, NSN 7310-00-823-7386, manufactured by Glenwood Range Co., Delaware, OH, the following information is provided to prospective buyers. "While the oven is in operation and for a short period of time after the unit is shut off, the surface temperature of the oven door becomes excessively hot which may cause burns to anyone touching the door."

MEDICAL AND DENTAL PROPERTY OR DEVICES: ([top](#))

- S. If you buy medical and dental property from us, you must complete the online Food and Drug Administration (FDA) form FDA Certificate for Medical/Dental <https://web.govliquidation.com/account/main?cmd=FDACertificate> before the property will be released. Submittal of this Form is a one-time requirement and will remain valid for all future purchases. You must complete either section A or section B of the form (whichever applies). It is your responsibility to provide an updated FDA Certificate in the event of a status change (from "A" to "B" or "B" to "A"). The FDA form may be completed prior to bidding (see link above) or after the sale is closed and notification is sent to you informing you of your successful bid on the property. Payment will not be accepted nor will any medical or dental property be released without the form. We decide what constitutes "medical" or "dental" property. It is your responsibility to complete and submit the form. In the event the FDA form is not completed within the specified period of time (stated for the sale), we reserve the right to withdraw the objects from the sale and dispose of them at our discretion. Should this occur, we will assess as liquidated damages the greater amount of 25% of the winning bid, or \$30. GL does not review the form to ensure it is completed correctly, and our acceptance of the form does not guarantee that the completed form will be considered acceptable by the FDA. If you have questions about how the form should be completed, you should seek legal counsel.

Section 5: TRANSFER OF TITLE: ([top](#))

- A. Unless property is being sold with a requirement for demilitarization or other destructive scrapping, title will transfer to you upon removal of the entire lot from the military installation. Property that is paid for, but not removed within a timely manner, as defined by the removal instructions provided, will be considered abandoned, and we will resell the property. We will retain as liquidated damages monies paid by you for property that is subsequently abandoned for failure to remove in a timely manner. Title to property that requires demilitarization as a condition of sale (DCS) or that requires some other form of destructive scrapping will not pass to you until the demilitarization or destructive scrapping has been completed and evidence of completion has been provided to us. Under no circumstances will title to any property pass to the buyer until payment in full has been made to GL.

TRANSFER OF TITLE TO VEHICLES ([top](#))

- B. Government Liquidation will supply a SF97 to customers under the following conditions: The vehicle must have been sold in a "useable" property sale (Sale No. is less than 6,000). GL will not issue SF97s for vehicles sold in Scrap material sales (Sales No. is greater than or equal to 6,000). There is a processing fee of \$60 for EACH title or SF97 requested. Customer must verify the following pertinent information required to complete a SF97:
- Trailers – VIN#, Year, Make, Model, Body Style, and Weight
 - Vehicles – VIN#, Year, Make, Model, Body Style, Weight, MILEAGE, Number of engine cylinders and Fuel type
 - (Any missing information will delay our processing of your request)
- C. Complete the electronic Request for SF97 form found in the Forms section of the website (must be logged in to access this section). You are solely responsible for researching state requirements for titling and registration in your state and determining if the documentation provided by us will be accepted by your state or local Department of Motor Vehicles.
- D. We are not responsible for, nor liable for, any unauthorized use or operation of vehicles sold by us, for vehicles that are not legally registered with the state in which they are intended to be operated in, or for obtaining insurance and insuring vehicles that have been sold prior to any operation of the vehicle.
- E. You are solely responsible for obtaining any necessary state or local permits allowing you to move any vehicle from the location of the sale. You agree to defend, indemnify and hold us harmless for your failure to comply with the provisions of this section. Vehicles described as "residue" will be provided SF-97s that are annotated "NOT FOR ROAD USE."
- F. Any inspections required in order to complete a title application must be done at your expense and under your supervision. Check with your state regarding the requirements for applying for title prior to placing a bid.
- G. Where an original SF97 was provided to the customer for a conveyance sold by GL, requests for duplicate SF97s will be forwarded to the Vehicle Titling Department for their approval or rejection. GL has no obligation to provide duplicate documentation, and cannot guarantee that duplicate documentation will be made available. Where an original SF97 is provided to the customer for a conveyance sold by GL, at the time of transfer GL will assign the SF97 to customer via a Letter of Re-assignment. Requests for documents on vehicles sold more than one year prior to the date of the request will not be honored.
- H. Purchasers of NSN 2320010502084 please note: CHANGE OPERATING PROCEDURE BEFORE USE. APPLICATION OF ANTI-LOCK BRAKING SYSTEM (ABS) IS REQUIRED. FOR FURTHER INFORMATION ON ABS CONTACT JAMES D. CURTIS, 586-574-6484.

TRANSFER OF TITLE TO VESSELS ([top](#))

- I. Title to vessels will be passed via our invoice. In the event that you desire additional documentation, such as a vessel bill of sale, we will provide it to you at a cost of \$25.00 per vessel. We do not warrant that the ownership documents provided by us will meet any state's requirements for titling vessels, and encourage you to research the title documentation requirements in your state to determine whether or not our procedure will meet its documentation needs. Requests for documents on vessels sold more than one year prior to the date of the request will not be honored.
- J. Buyers of "mil-spec " vessels must apply for a quasi title from the Naval Surface Warfare Center, Carderock Division, Combatant Craft Department, by completing a Request for Certificate of Build and Quasi Title to Vessel. The cost for a quasi title is \$75.00. The form is available on the "Forms" section of "My Account" on our website.

Section 6: PAYMENT FOR PROPERTY ([top](#))

BUYER'S PREMIUM: ([top](#))

- A. We charge a buyer's premium of 10% of the bid amount on all purchases. The buyer's premium is considered a taxable amount, and will be taxed at the appropriate rate depending on the location of the property. Buyer's premiums are standard in the auction industry, and should be factored into your bidding strategy.

PAYMENT TERMS: ([top](#))

- B. Winning bid prices will not be adjusted after award due to an error in bidding or any other discrepancy

regarding description, estimated weight, count, measure or other factors that may influence the final bid price of a lot.

- C. SCRAP DEMIL B AND Q PROPERTY SOLD IN SALES SERIES 6000+ (SCRAP SALES), UNLESS BEING OFFERED UNDER A TERM CONTRACT SALE, WILL BE INVOICED IMMEDIATELY UPON THE DETERMINATION OF A HIGH BIDDER FOR THE ENTIRE AMOUNT DUE, AND MUST BE PAID WITHIN FIVE (5) DAYS OF NOTICE OF AMOUNT DUE. Credit cards submitted online will automatically be charged the full amount of your purchase (including buyer's premium and taxes) the next business day after the sale closes, unless otherwise noted on our website and unless you contact us prior to the close of the sale to specify alternative payment arrangements. No charges will be made to the credit card until the sales event has been closed and a successful bidder has been determined.
- D. Unless otherwise indicated in another written Agreement with GL, all payments must be received within 5 business days of the date of the invoice. For purposes of calculating time, the date of the invoice will not be counted as the first day.
- E. In the event you fail to pay the entire purchase price within the time set forth by us or fail to comply with any of these terms and conditions, we will assess as liquidated damages the greater of 25% of the winning bid or thirty (30) dollars. Note: Refunds will not be issued for amounts less than \$2.50 nor will invoices be issued for sums less than \$2.50.
- F. We reserve the right to require an earnest money deposit prior to or during bidding on certain lots at our sole discretion. We will notify potential bidders via language on the lot details page of any earnest money deposits required prior to bidding. Deposits from winning bidders will be retained and applied to the pending invoice or to any past due balances owed by the customer. Deposits from non-winning bidders will be returned.

PAYMENT: ([top](#))

- G. Acceptable forms of payment include VISA™, MasterCard™, American Express™, cashier's check, money order, wire transfer and company check with a bank letter of guarantee. You must make payment in full within 5 business days of the invoice date. The date of the invoice is not counted as the first day for purposes of calculating the payment deadline. There will be no extensions of the payment period granted.
- H. Credit cards submitted online will automatically be charged the full amount of your purchase (including buyer's premium and taxes) the next business day after the sale closes, unless otherwise noted on our website and unless you contact us prior to the close of the sale. No charges will be made to the credit card until the sales event has been closed and a successful bidder has been determined.
- I. If you choose a form of payment other than a credit card, the following information must accompany a letter of instruction:
 - Company name (if applicable)
 - Customer name
 - Telephone number
 - Sales event number or contract number
 - Signature and date
 - Twenty-five percent of total bid amount
- J. A valid credit card must be entered at time of bid submission regardless of the form of payment. Credit cards submitted by a Buyer must be in the name of the registered Buyer and be valid at the time a lot is awarded.
- K. ALL FUNDS MUST COME FROM THE REGISTRANT. GL WILL NOT ACCEPT THIRD PARTY FUNDS OF ANY KIND FOR ANY REASON.

SALES, USE OR EXCISE TAXES: ([top](#))

- L. We are obligated to collect sales, use or excise tax from ALL buyers. It is your responsibility to provide the required documentation when submitting a bid to claim an exemption. Taxes are charged based on the effective tax rate at the time the property is removed. This may be different than the initial rate at which you were charged when you paid for the property. You must submit re-sale or tax-exemption documentation from the state in which you are doing business AS WELL AS EACH STATE IN WHICH YOU ARE PURCHASING PROPERTY. We are not obligated to refund sales tax due to late submission of sales tax exemption documentation. Submission of all appropriate tax exemption forms must be received by us before scheduled closing date and time of the sales event in which you are participating. Re-sale certificates may be faxed to us at (480) 367-1450. You will be liable for all taxes, surcharges or other charges imposed on the sale of goods by any taxing authority if tax forms are not received by the scheduled closing time of the sales event in which you are participating. Requests for refunds of sales taxes must be submitted to the appropriate taxing authority directly. All property sold in the state of Hawaii is subject to an excise tax. There are no exemptions to the Hawaii excise tax.

Section 7: DEFAULT ([top](#))

- A. A default fee of 25% of the bid amount (excluding buyer's premium and taxes), but not less than \$30.00, will be assessed the Bidder who fails to pay within the required time period. GL must receive all payments that are associated with default fees via money order, cashier's check or wire transfer. Credit card payments will not be accepted as a valid form of payment of a default fee. From the time when a Buyer is determined to be in default until payment of the default fee is received, the Buyer's GL account will be temporarily suspended from all bidding activity. Automated payment reminders are sent as a courtesy only, and should

- not be considered a replacement for your responsibility to make timely payment.
- B. We reserve the right to charge a \$25.00 fee for any credit card transaction that is rejected. Buyers are strongly encouraged to review the data in their profile prior to submitting bids and to make any corrections necessary to their credit card information at the time of bidding. Additionally, buyers who submit erroneous credit card information, or attempt to use credit cards that they are not authorized to use, are subject to sanctions, including account de-activation, and may be reported to appropriate law enforcement agencies.
 - C. Any Buyer that attempts to rescind a credit card transaction without our express written consent (i.e., charge-back), will be immediately and permanently banned from our sales. Charge-backs can be considered as a form of credit card fraud, and thus may also be subject to sanctions or prosecution by law enforcement authorities.

Section 8: REMOVAL OF PROPERTY ([top](#))

- A. You understand that the DRMS reserves the right to withdraw any and all property available for each sale up to the removal period. If this occurs, our liability is limited to return of the purchase price paid for the lot. We have no liability for incidental or consequential damages.
- B. You are responsible for rigging, loading, securing and transporting purchased property, including all costs and risks associated with removal. Unless otherwise stated, we will provide a free tailgate loading but will NOT guaranty a specific loading time. In consideration for this 'no cost' loading service, you agree to release, hold us harmless and waive any and all claims, causes of actions, damages (including consequential damages or loss of use) or liabilities of any kind or nature. Please note that GL does not package items prior to pickup. Buyers need to make arrangements for packing of purchased items with a packing and shipping store, or other suitable vendor.
- C. Where we indicate the property must be loaded by the Buyer, you must provide all material handling equipment and properly trained and certified operators to operate said equipment. Additionally, you must provide proof of adequate general liability insurance, and proof of worker's compensation insurance. GL and the DRMS must be listed as additional insured on the general liability insurance. Your employees or agents are responsible for compliance with all federal, state, local and host installation environmental, safety and health regulations while operating equipment on the site.
- D. Unless stated otherwise, all lots include dunnage (cartons, pallets, shrink-wrap, bands, crates, etc.), and you must remove the entire lot. We are not responsible for the disposal of your unwanted items or dunnage.
- E. In the event we extend the removal period to accommodate your needs, you understand and accept that any liability and risk of loss does not rest with us or the DRMS, but is at your own risk.
- F. Any extension of the removal period may result in Buyer incurring storage charges. You agree that, unless waived in writing by GL, you are liable for storage charges for all items not removed within the removal period.
- G. Buyer certifies that Buyer maintains the minimum legally required workers compensation insurance on any employees performing work for Buyer at a GL facility
- H. You are responsible for any damages to property, including spills or releases of hazardous substances, which might occur during the removal process. Failure by you or your agent to clean up any releases or to repair any damages may result in your being banned from future participation in GL sales, and you may be reported to the appropriate authorities.
- I. Either you or your agent will be required to sign for all material in the presence of a GL representative (unless otherwise approved by an authorized GL agent) prior to removing property.
- J. You or your agents are responsible for property count and verification of lots purchased at the time of removal. If the property is not acceptable for any reason, do not remove it.

Section 9: ABANDONED PROPERTY ([top](#))

- A. A schedule for removal of property will be established for each sale. You must remove all property awarded within this time limit. If for any reason removal cannot be completed within the time period, it is your responsibility to arrange with our site manager for an extension of time. We are not responsible for property that is not removed within the time allotted. If property is not removed within the specified removal period or scheduled for removal at a later date with our site manager, we will consider the property to be abandoned by you, and you will have abandoned all right, title and interest in the property including the purchase price of the property. We are not required to send abandonment or late removal letters to you prior to exercising the right of abandonment.

Section 10: DISPUTED BIDS ([top](#))

TIE BIDS: ([top](#))

- A. In the event equal bids are received for the same lot, you grant us the sole and exclusive authority to resolve and make all final determinations with respect to those bids.
- B. Any item that is not paid for may be resold without further notice. Accordingly, in the event the successful bidder for any item fails to complete the purchase for any reason, we reserve the right to accept the next highest bid.
- C. Sealed Bid Sales - In the event of a tie during a sealed bid sale, the lot will be awarded to the Bidder whose bid was first received. This applies regardless of whether the Bidder entered their own bid or the Bidder faxed their bid to us to enter on their behalf.
- D. Internet Auctions - On the occasion of a "tied bid," despite whether the bid was accepted as an "auto-bid" or "straight bid," the lot in question will be awarded to the Bidder whose bid was first received. We keep a time

stamp recording of all internet auctions and Bidding/Time activities and transactions.

POSTED TIMES: ([top](#))

- E. For internet auctions, posted closing times and displays of current time on our website are approximate. In addition, we reserve the right to close early or extend internet auctions at our discretion. Lots may be scheduled to close individually, in groups or entirely. Lot closing times will be advertised prior to the opening of the internet auction. At the scheduled closing time, the lots with active bidding will remain open for 15 minute increments until all bidding has ceased. You may participate during this time by entering from "My Auctions."

SEALED BID SALES: ([top](#))

- F. Sealed bids may be sent electronically via our website, by fax to (480) 609-5841, or by US mail or other commercial delivery methods to the address or number listed below. We are not responsible for bids that are not received, processed, illegible or not accepted due to technical difficulties regardless of their origin. Sealed bids cannot be cancelled, lowered or withdrawn once submitted. Sealed bids must be received by the established time for the specific sales event.

BID RETRACTIONS: ([top](#))

- G. Any requests for a bid retraction due to keystroke error must be received by us in writing via email to info@govliquidation.com, fax to (480)367-1450 or letter to the Scottsdale Support Office of GL, 15051 N. Kierland Blvd., Third Floor, Scottsdale, AZ, 85254, immediately upon discovery with the Subject: Bid Retraction. Additionally, customers must call Customer Service at (480) 367-1300 to follow up the written request, immediately. We will not recognize a request to retract a bid if the request impacts subsequent bidding on the lot in question. An auto-bid that has already affected the current bidding on a lot cannot be retracted, but may be lowered to the last bid increment placed at the time the request was received. Requests should include the bidder number, sale number and lot number affected.

Section 11: MISCELLANEOUS ([top](#))

- A. You agree that any dispute between the parties must be resolved under Arizona law and in a court located in Maricopa County, Arizona. You expressly agree to the exclusive jurisdiction of those courts to resolve any dispute, and you expressly agree not to contest that jurisdiction or venue. You also agree to accept service of process from such courts by certified or registered mail.
- B. All claims must be submitted to us in writing and must include the sales number & the lot number, the customer number and the invoice number, along with a narrative describing the basis for the claim. Claims as to counts or proper model must be noted by the Buyer or their agent on the invoice at the time of removal, and a written claim for adjustment must be submitted to GL within 30 days of the removal date. Disputes may be submitted via email to info@govliquidation.com, by fax to (480) 367-1450 or mailed to Government Liquidation, LLC, 15051 N. Kierland Blvd., Third Floor, Scottsdale, AZ, 85254, Subject: Dispute Resolution. We will not recognize claims related to property condition, minor count discrepancies or your failure to inspect the merchandise prior to bidding or removal.
- C. You agree to defend, indemnify and hold us harmless from and against any and all damages, costs, claims or liability (including reasonable attorneys' fees) for any injuries to persons or property of any type, occurring during your inspection of property, your presence at a GL facility or resulting from the sale, removal, use or operations of the purchased property
- D. If any provision of these terms and conditions is deemed illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining terms will not be affected.
- E. Our failure to enforce any provision of these terms and conditions may not be construed or interpreted as a waiver of any of them. Any waiver of any term or condition must be in writing, signed by our authorized representative, and will be effective only for the instance specified in the writing.
- F. Any oral statement or representation by any representative of GL, changing or supplementing the offering or contract or any condition of the offering or contract, is unauthorized and confers no right on the Bidder or Buyer and may not be relied on. No interpretation of any provision of the contract, including applicable performance requirements, is binding on GL unless agreed to, in writing by GL.

NOTIFICATIONS: ([top](#))

- G. We may transmit notices by e-mail, fax or phone to the email address, fax and phone numbers provided by you during registration. We may also provide notice in written form delivered through the US mail or certified mail to the address provided by you. We are not responsible for your errors in conveying your contact information.

ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT: ([top](#))

- H. Prospective Bidders are notified by this statement that your consent to this Agreement by clicking the electronic link indicating your agreement to be bound to these terms, meets the requirements of Section

101(c) (1) (C) (ii), the Consumer Consent Provision, of the Electronic Signatures in Global and National Commerce Act (ESIGN). You may print these Terms and Conditions, but they are subject to change by us. Changes to the Terms and Conditions will be effective from the time they are placed on our web site, in the Terms and Conditions section of the site, or any other section where they may appear.

- I. This Agreement is intended by the parties as a final expression of their contract and as a complete and exclusive statement of the Terms and Conditions of sale. No course of prior dealings between the parties and no usage of the trade may supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement may not be used to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.
- J. The headings used in these Terms and Conditions are for convenience only and shall not be considered in interpreting the provisions hereof.

TECHNICAL PROBLEMS: ([top](#))

- K. We do not guarantee or promise that our system for placing, receiving, collecting and tabulating bids on internet auction or sealed bid sales will be available without interruption, error-free or free from other defects. We do not guarantee or promise that our system for searching for property will be available without interruption, error-free or free from other defects. We have no obligation to ensure that a prospective Buyer's bid is received, properly and effectively processed or accepted. WE ARE NOT LIABLE TO ANY PROSPECTIVE BUYER ON ANY CLAIM OR ALLEGATION THAT THE PROSPECTIVE BUYER'S BID WAS NOT RECEIVED, PROPERLY AND EFFECTIVELY PROCESSED OR ACCEPTED DUE TO TECHNICAL ERRORS OR PROBLEMS WITH THE INTERNET AUCTION SYSTEM OF THIS WEBSITE. If any questions arise as to a bid price at which lots have been sold our record of the sale will in all cases be deemed to be final.
- L. The auto-bid feature will hold your bid, automatically raising it in the applicable bid increments (see "Help" section for information about bid increments) until you have won the lot or your limit has been reached. Bids can be placed for any dollar amount.

INTELLECTUAL PROPERTY: ([top](#))

- M. Trademarks. The Site and the Company's trade names, domain names and logos found on the Site are trademarks or service marks of GL. No display or use of such marks may be made without the express written permission of GL.
- N. Photographs are copyrighted material of GL and may not be copied or used in commerce without the express written consent of GL.

I UNDERSTAND THAT BY PARTICIPATING IN A GOVERNMENT LIQUIDATION OR DOD SURPLUS SALES EVENT THAT I AM BOUND AND I AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Government Liquidation, a marketplace of Liquidity Services, Inc.
15051 N. Kierland Blvd. , 3rd Floor Scottsdale , AZ , 85254 USA
Customer Service Hotline: (480) 367-1300 / (480) 367-1450 (fax)
E-mail: info@govliquidation.com
Website: www.govliquidation.com

Revised June 24, 2009

Government Liquidation

GL USE ONLY

15051 N. Kierland Blvd, 3rd Floor
Scottsdale, Arizona 85254
Tel: 480.367.1100 Fax: 480.596.4483

FAX COVER LETTER

CONFIDENTIAL FAX

SEALED BID SALE

SB7283 - Tires Term Contracts @ LA, MS & TX

TO: Government Liquidation, LLC
Attn: Administrator of Sales Events

SEALED BID (480) 596-4483
CONFIDENTIAL
FAX NO.:

FROM: Name _____
Phone (_____) _____

NUMBER OF PAGES SENT (INCLUDING COVER PAGE) _____

By submitting a bid, Buyer agrees to Government Liquidation's Terms and Condition of sale

SB7283 - Tires Term Contracts @ LA, MS & TX

Lot #	Bid Amount	Qty	Description
6350	\$	1	LOT (250, 000 LBS) APPROX SCRAP VEHICLE TIRES LOCATED AT N. A. S. / J. R. B. BLDG 55, 2300 GENERAL MEYER AVENUE, NEW ORLEANS LOUISIANA. THIS IS A TERM CONTRACT FOR THE PERIOD OF PERFORMANCE FOR 1 YEAR. BUYER LOAD. CULLING NOT PERMITTED. SCRAP WEIGHT WILL INCLUDE AND, MAY CONTAIN DUNNAGE SUCH AS PARTIAL REMAINS OF TIRES, TUBES, RIM LINERS AND, PALLETS, WHICH BUYER WILL BE RESPONSIBLE FOR REMOVING. TIRES MUST BE REMOVED WITHIN 5 DAYS OF NOTIFICATION BY DOD SURPLUS PERSONNEL. GOVERNMENT SCALES ARE UNAVAILABLE AND, BUYER WILL BE RESPONSIBLE FOR OBTAINING TARE & GROSS WEIGHT TICKETS FROM A PUBLIC CERTIFIED COMMERCIAL SCALE NOT AFFILIATED WITH THE BUYER AND FORWARDING THEM TO THE EGLIN SITE OFFICE WITHIN 48 HOURS FROM DATE OF REMOVAL. MUTILATION NOT REQUIRED. Point of contact : David (Doc) Herniak Assistant Site Manager 602-315-5840
6351	\$	1	LOT (90, 000 LBS) APPROX SCRAP VEHICLE TIRES LOCATED AT THE NAVAL CONSTRUCTION BATTALION CENTER, 2307 UPPER NIXON ROAD, GULFPORT, MISSISSIPPI. THIS IS A TERM CONTRACT FOR THE PERIOD OF PERFORMANCE FOR 1 YEAR. BUYER LOAD. CULLING NOT PERMITTED. SCRAP WEIGHT WILL INCLUDE AND, MAY CONTAIN DUNNAGE SUCH AS PARTIAL REMAINS OF TIRES, TUBES, RIM LINERS AND, PALLETS, WHICH BUYER WILL BE RESPONSIBLE FOR REMOVING. TIRES MUST BE REMOVED WITHIN 5 DAYS OF NOTIFICATION BY DOD SURPLUS PERSONNEL. GOVERNMENT SCALES ARE UNAVAILABLE AND, BUYER WILL BE RESPONSIBLE FOR OBTAINING TARE & GROSS WEIGHT TICKETS FROM A PUBLIC CERTIFIED COMMERCIAL SCALE NOT AFFILIATED WITH THE BUYER AND FORWARDING THEM TO THE EGLIN SITE OFFICE WITHIN 48 HOURS FROM DATE OF REMOVAL. MUTILATION NOT REQUIRED. Point of contact : David (Doc) Herniak Assistant Site Manager 602-315-5840
7175	\$	1	LOT (50, 000)LBS APPROXIMATELY OF RUBBER SCRAP LOCATED AT FT. HOOD, TX. PERIOD OF PERFORMANCE 1 YEAR. BUYER TO PLACE 30, 000LB CAPACITY CONTAINER AT FT. HOOD, TX. FULL CONTAINERS MUST BE REMOVED WITHIN 5 DAYS OF NOTIFICATION BY GL AND REPLACE WITH AN EMPTY CONTAINER. P. O. C. PAUL HOLCOMB 602-738-6646 BUYER LOAD. NO MUTILATION REQUIRED
7600	\$	1	LOT (280, 000)LBS APPROXIMATELY OF RUBBER SCRAP VEHICLE TIRES LOCATED AT 2450 MAGAZINE ROAD BUILDING 4050 FORT POLK, LA 71459. PERIOD OF PERFORMANCE 1 YEAR. BUYER TO PLACE 30, 000LB CAPACITY CONTAINER AT FORT POLK, LA. TIRES MUST BE REMOVED WITHIN 5 DAYS OF NOTIFICATION BY DOD SURPLUS PERSONNEL. GOVERNMENT SCALE IS AVAILABLE AND, MUTILATION NOT REQUIRED P. O. C. MAXINE HENDRIX 602 908-6999 OR 337 535-1300.

For more information on this sale,
please visit our web site at www.govliquidation.com

Page 1 of 1

Government Liquidation

SB7283 - Tires Term Contracts @ LA, MS & TX - SEALED BID SALE

CREDIT CARD TRANSACTION INFORMATION

If a credit card is to be used as a payment, complete the following information and return this sheet with your sealed bid or, if you choose, fax in with your sealed bid to our office (fax cover sheet attached).

If you choose to use a credit card for a DEPOSIT or PAYMENT IN FULL, charges will not be made to your card until after award of the sale and only for those items you were awarded, if any. Fraudulent use of credit cards will be reported to the appropriate authorities.

Please type or print legibly the following information:

PLEASE SELECT ONE: Use for my deposit only Use for my payment in full

Please select a credit card for your purchase: Master Card Visa American Express
(We do not accept Discover)

Name or Company Name Exactly as it Appears on Credit Card:

First Name _____ Last Name _____

Company Name _____

Card Number _____

Expiration Date: Month _____ Year _____

**CSC Code (Card Security Code): _____ (Located on back of Credit Card)

Billing address exactly as it appears in your credit card statement:

Street _____ Apt. _____

City _____ State _____ Zip _____

Phone number associated with your billing address: _____

I/We hereby authorize GOVERNMENT LIQUIDATION, to obtain payment by credit card, as selected above, for the item or items **we are awarded in this sale.**

Authorized Signature _____ Date _____

Upon receipt of your invoice, should you decide to change your credit card instructions from "use for my deposit only" to "use for my payment in full," note on this form your change, initial next to it, and fax to (480) 596-4483.

Corporate Headquarters

15051 N. Kierland Blvd, 3rd Floor • Scottsdale, Arizona 85254

Tel: (480) 367-1300 • Fax: (480) 596-4483

E-mail: info@govliquidation.com • Website: www.govliquidation.com

Government Liquidation

REQUIREMENTS OF A LETTER OF GUARANTEE FOR ACCEPTANCE OF A COMPANY CHECK

- Letter must be on official bank letterhead.
- **IMPORTANT:** Bank must state that they guarantee the payment of the check being presented. It is not sufficient for the bank to state the credit limit or balance of the company.
- Letter must state the name of the company for whom the guarantee is for. The check must have the same name printed on it.
- Letter must contain the account number on which the check is to be drawn and the check must match this same account number.
- Letter must state an ending date after which the letter of guarantee will expire.
- Letter must contain a maximum amount for which the bank will guarantee. The check must not be written for more than is guaranteed by the bank.
- A bank representative must sign the letter.

EXAMPLE OF LETTER OF GUARANTEE:

Government Liquidation
15051 N. Kierland Blvd., 3rd Floor
Scottsdale, Arizona 85254

Dear Sirs:

Please accept this letter as a statement of guarantee for [Company]. [Bank Name] will guarantee payment of the check being presented by [Company] to purchase items at your auction up to an amount no greater than \$[amount]. The account number of this check is [account number]. This letter of guarantee will be valid until [Date].

Signed by [Bank Representative]
Title

WIRE TRANSFERS

Johnson Bank	Bank Routing Number 122105359
To the Account of Government Liquidation	Account Number 6312513021
SWIFT Code (International Transfers)	JNBKUS44

Johnson Bank
3131 East Camelback Road
Phoenix, Arizona 85016

After you have requested a wire transfer from your bank, please call (480) 367-1300 and advise Customer Service of your wire transfer. Please indicate the sale number and amount of your wire transfer. Failure to do this will result in a delay of your payment.

Government Liquidation

WAIVER AND RELEASE OF LIABILITY

The undersigned, _____ ("Purchaser"),
has purchased
from Government Liquidation assets located at _____.

In consideration for the receipt of loading services with respect to those assets at no cost to Purchaser, Purchaser hereby agrees to release and waive any and all claims, causes of action, damages (including consequential damages and/or loss of use) or liabilities of whatsoever kind or nature against Government Liquidation, its members, officers, agents, employees, successors and assigns arising from or related to, directly or indirectly, such loading services.

This Waiver and Release of Liability is executed this _____ day of _____, _____.

WITNESS:

PURCHASER:

Signature

Signature

Company Name

Date

15051 N. Kierland Blvd, 3rd Floor • Scottsdale, Arizona 85254
Corporate Office: (480) 367-1100 • Fax: (480) 367-1450 • Customer Service Hotline: (480) 367-1300
E-mail: info@govliquidation.com • Website: www.govliquidation.com

Buyers are responsible for the transportation, associated costs and risks in the removal of their property. In addition, a Release of Liability must be signed prior to loading. Government Liquidation will provide tailgate loading and does NOT guarantee a specific loading time. The personnel and/or the equipment providing the "free load" are not under the control of Government Liquidation. Therefore, by accepting the offer of a "free load" and agreeing to the Terms and Conditions of this sale, you agree to hold Government Liquidation harmless for any and all causes of action relating to the loading process.

Government Liquidation

SEALED BID CHECKLIST

- Include sale number on all envelopes, correspondence and checks.
- Include a completed sales tax exemption form (Resale Certificate) for this sale if you are sales tax exempt. Form must be included at time of bid submittal (see 11. on the Sealed Bid Terms and Conditions form).
- Include a deposit in acceptable funds of no less than 25% of your total bid to have your bid valid.
- Fill out all information if paying by credit card. Incomplete information will make your bid invalid.
- If submitting your sealed bid package via mail or facsimile transmission, be sure to send it with plenty of time to arrive prior to the deadline.

