

Government Liquidation

WAIVER AND RELEASE OF LIABILITY

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. 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.

Event ID and Lot Numbers:

Buyer Name (Please Print): _____
GL Customer Number: _____
GL Location: _____

NOTICE TO FREIGHT COMPANY: All freight must be billed to consignee. Government Liquidation, LLC will not be held responsible for any freight charges.

Conditions of Sale: Each described article is sold "**AS IS**", "**WHERE IS**", and "**IN PLACE**", without recourse. The purchaser acknowledges that each article purchased was examined and inspected prior to purchase or that the buyer has waived their opportunity to inspect the property, that there has been no covenant of warranty, expressed or implied, arising by law or otherwise with regard to liability, merchantability or operational condition of any article purchased. Safety devices: Articles purchased may not incorporate approved activating mechanisms or operation safety devices.

It is Buyer's responsibility that articles purchased be so equipped and safeguarded to meet OSHA and any other requirements before placing such articles into operation. Indemnification: Buyer agrees to indemnify and hold Government Liquidation, LLC harmless from and against all claims and liabilities relating to the condition or use of the articles purchased or failure of user to follow instructions, warnings or recommendations of the manufacturer, or to comply with federal, state and local laws applicable to such articles, including OSHA requirements, or for proximate or consequential damages, costs or legal expenses arising there from, from and after date of sale. Removal thereof shall be made only after both payment in full of the total purchase price and thereafter solely at the Buyer's expense. When necessary for removal as determined by Government Liquidation, LLC, the Buyer shall deliver certificates of insurance occasioned by removal of the subject equipment by the Buyer or Buyer's agents. Property that is not removed within the specified removal period for the sale will be considered abandoned and will be relotted into a subsequent sale.

Customers paying by Cashier's Check, Certified Check, Money Order, or Business Check with a Bank Letter of Guarantee are reminded that payment is due in Scottsdale, Arizona at the above address within the stated pay in full dates, and may not be left at the site without prior approval. **Merchandise will not be released at the site without an invoice marked "paid in full" and signed by a representative of Government Liquidation, LLC.**

Received by (Buyer, or agent): _____ Date: _____

Released by (GL Representative): _____ Date: _____