

**BUYER EXPORT COMPLIANCE, DISCLAIMER OF WARRANTIES ACKNOWLEDGEMENT, AND
SAFETY GUIDELINES**

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TO:

Liquidity Services Capital Assets Americas LLC
15051 N. Kierland Blvd., Suite 300
Scottsdale, AZ 85254
FAX/EMAIL: GLinvoicing@liquidityservices.com

Date: _____

Invoice #: _____

Subject: Sale of Surplus Equipment Previously Owned by Kimberly-Clark Global Sales, LLC

EXPORT COMPLIANCE AND AFFIRMATION OF USE/END USER/FINAL DESTINATION

I certify to the following:

Pertaining to the items listed in Exhibit A attached hereto (the "Equipment") the following statements are true and accurate as of the date of this affirmation letter and shall not change without notice to Liquidity Services prior to consummation of the sale and my taking possession of said Equipment.

1. The Equipment is being obtained for the following purposes (end use):

2. The equipment purchased by me on behalf of myself or my employer will be located as follows (final destination):

3. The equipment purchased will be used by (end user):

Equipment will a) remain in or at the location specified above as the final destination, b) be used by the end user and for the purposes described above, and c) will only be resold or transferred in accordance with the Office of Foreign Assets Control, Export Administration Regulations and any other applicable U.S. Export Control Laws. Diversion contrary to U.S. law is prohibited.

Furthermore, I acknowledge that the equipment will not be diverted to the following sanctioned nations: Cuba, Iran, North Korea, Sudan, Syria, and Crimean Region of Ukraine or to a military end-use in China.

The Equipment will NOT be employed for:

- the design, development, fabrication, or testing of nuclear weapons or explosive devices; or design, construction, fabrication, or operation of facilities or components of facilities for chemical processing of irradiated special nuclear or source material, heavy water production, separation of isotopes of source and special nuclear material, or fabrication of nuclear reactor fuel containing plutonium, or unsafeguarded nuclear facilities.
- direct or indirect assistance in the design, fabrication, operation, or maintenance of rocket systems (including ballistic missile systems, space launch vehicles, and sounding rockets); or unmanned air vehicle systems (including cruise missile systems, target drones, remotely piloted vehicles, and reconnaissance drones).
- design, development, production, stockpiling or use of chemical or biological weapons.

I acknowledge that, based on the end-use information provided above, additional information/clarification may be required. I affirm that I am a valid representative of the company or person on whose behalf I am executing and guaranteeing these statements.

In addition, I am aware of that this purchase is made "AS IS, WHERE IS" and without any warranty pursuant to the below Disclaimer of Warranties.

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DISCLAIMER OF WARRANTIES

This offer and sale is made on "AS IS", "WHERE IS" basis, with all faults and without representations and warranties of any kind, express or implied, or arising by operation of law, except for the warranties to title expressly set forth in the bill of sale and agreement with and to buyer by between Liquidity Services Capital Assets Americas LLC ("Seller"). No warranty or liability shall be borne by K-C or any of its affiliates, subsidiaries, employees, officers, board of directors or any other related party whether or not listed herein. The agreement for sale of Assets is considered between the buyer and Seller and not with K-C. Any and all warranties to performance and delivery of agreement made between Seller and buyer shall be provided by Seller.

WITHOUT IN ANY WAY LIMITING THE FOREGOING, THE SALE OF THE ASSETS IS WITHOUT WARRANTY AND SELLER AND SELLER'S AGENTS HAVE MADE NO WARRANTIES, AND EXPRESSLY AND SPECIFICALLY DISCLAIM, AND THE BUYER ACCEPTS THAT SELLER AND SELLER'S RELATED PARTIES HAVE DISCLAIMED ANY AND ALL REPRESENTATIONS, GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, OF OR RELATING TO THE ASSET.

Buyer is warned and acknowledges that any use equipment which it may purchase from Seller may bear or contain hazardous chemicals or other hazardous materials which may be, or may become by chemical reaction or otherwise, directly or indirectly, hazardous to life, to health, or to property.

Buyer hereby indemnifies and agrees to hold Seller and Kimberly-Clark Corporations and its affiliates, subsidiaries, employees, officers, board of directors, or any other related party whether or not listed herein, harmless from any and all liability resulting from the presence of the aforesaid chemicals or materials, including, but not limited to, any and all liability resulting from the failure of Seller to give a more specific warning with respect to individual Used Articles or from the inadequacy of any warning.

Buyer acknowledges the opportunity to inspect the equipment it is purchasing. The description of individual equipment is based on the best information available and there is no warranty provided thereto. NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE MADE BY SELLER WITH RESPECT TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer assumes all risk and liability whatsoever resulting from the possession of, end use, disposition of, and removal of the equipment from its storage location prior to buyer's possession, and Buyer shall indemnify, defend and hold Seller and K_C harmless from and against any and all liability or loss from injury, sickness and/or death and from property damage or destruction caused by the equipment, including, but not limited to, the de-installation and removal of such equipment in order to take possession thereof, or by hazardous chemicals or materials on or in them.

Buyer shall follow all disposal instructions provided by law and/or industry standard.

Upon receipt of the equipment, Buyer agrees to immediately destroy any data or information contained in or stored by the equipment and to remove any and all trademarks, labels, distinctive markings and designs which may appear on the equipment or on their packaging material at the time of delivery of same to the Buyer, and agrees not to make any use of such trademarks, labels, distinctive markings and designs.

Buyer agrees that the equipment shall be reused by Buyer, resold for reuse, or resold as disassembled sub-components. Buyer shall comply with any applicable manufacturer's original and updated specifications and all local, state and federal laws and regulations concerning the equipment, including any

laws or regulations governing labeling, registration, notification, refurbishing, servicing, reconditioning or use, handling or disposal of the equipment or any component parts.

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SAFETY GUIDELINES

Buyers shall be responsible to select shipping vendors which are licensed and insured for the removal of and shipping of any Asset purchased by them ("Buyer Contractor(s)"). Such Buyer Contractors must furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials and shall furnish all permits, licenses, equipment, tools, materials, supplies, services (including safety analysis and related materials, utilities and safety equipment) and other items necessary for completion of removal of and delivery of purchased Asset in strict accordance with OSHA and other guidelines governing acquisition and removal of the Asset from the K-C Premises.

K-C may, but has no obligation to, cease the operation of removal of the Asset from its Premises if K-C deems, at its sole discretion, that the methods being used to prepare for and remove the Asset from its Premises are unsafe (a "Safety Delay"). Vendors shall be prepared to take immediate corrective action for noncompliance that shall include dismissal of any of its employee's refusing to utilize vendor provided safety equipment or adhere to warnings provided by K-C for K-C noticed OSHA violations. Rescheduling of Asset retrieval in the event of a Safety Delay shall be made at K-C's convenience and so as not to hinder K-C daily operations at its Premises. Any costs or penalties incurred by any party due to a Safety Delay shall not be responsibility of K-C but of the buyer and its shipper. The following are the Site Rules to be followed by all buyers and Buyer Contractors, and shall be considered incorporated into the contract with Liquidity Services.

Site Rules.

All work at the Site shall be performed by Buyer Contractor subject to and in accordance with the facility's safety and security procedures and any local work rules in effect. During the term of this Contract, K-C may provide guidelines which are provided to Buyer Contractors for the purpose of specifying K-C's generally applicable site rules and which documents shall not be construed to contain any requirement less stringent than, in conflict with, or in any way violative of applicable laws, ordinances, rules, regulations, codes, and standards. In all cases, Buyer Contractors shall remain responsible to determine independently the applicability of, and to comply strictly with, all laws, ordinances, rules, regulations, codes, and standards. All vendors are required to provide their own safety equipment and train their employees in safety measures.

Buyer and Buyer Contractor shall inform its employees and those of its subcontractors of any safety and security procedures and any guidelines applicable to the Site prior to their conducting any Work at the Site.

To the extent a buyer is its own shipper, wherein Buyer Contractor is referenced, the same obligations shall apply to the buyer.

By executing below, I hereby reaffirm the statements made above as to the end user, end use, and final destination location of the equipment or other items purchased via services provided by Liquidity Services for the sale of the surplus equipment or items previously owned by Kimberly – Clark. I also hereby reaffirm that I understand and acknowledge that I am completing this purchase with full knowledge and awareness that the equipment or items do not come with any warranty whatsoever as set forth in the above disclaimer of warranties.

BY: _____
(Print name of person or entity above who/which is the buyer)

By: _____
(Print name above of the person signing on behalf of Buyer)

Its: _____
(Print title above for the person signing on behalf of Buyer.)

Date: _____