

ADDITIONAL REQUIREMENTS FOR PURCHASED ITEM(S)

Thank you for your purchase.

Before a paid invoice can be generated, the following Sales Agreement form is required.

Please complete the attached form and return all pages to SRD@liquidityservices.com or by fax to 480-367-1450.

The completed form is due at the same time as your payment is due.

If you have any questions, please contact Customer Service at 800-665-1042.

Thank you for your attention.

- 1. Subject of Agreement.** This Asset Purchase Agreement ("Agreement") is made and entered into by and between Space Exploration Technologies Corp. ("SpaceX") and you, a user registered with Liquidity Services Operations LLC and its parent, affiliates, and subsidiaries ("Liquidity Services") to bid upon or offer to purchase assets listed by Liquidity Services for auction or sale ("You" or "Buyer"). This Agreement incorporates the terms of Liquidity Services User Agreement, a copy of which can be found here <https://www.allsurplus.com/content/site-terms> ("User Agreement"). In the event of a conflict between the terms herein and the User Agreement, the terms herein shall take precedence.
- 2. Disclaimer of Warranties.** THE ASSET IS BEING SOLD TO YOU ON AN 'AS IS' BASIS, WITHOUT ANY WARRANTIES WHATSOEVER. SPACEX DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ASSET, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NON-INFRINGEMENT.
- 3. Assumption of Responsibility.** Buyer assumes responsibility for any damage, loss, or harm sustained by it, its employees, or the Asset arising out of or related to the Asset and the use thereof, and which directly or indirectly arises in any manner or in connection with the (a) ownership by Buyer of the Asset; (b) the use, possession, dispossession, re possession, control, operation, location, any condition, acceptance, rejection, delivery, non-delivery, re-delivery, registration, de-registration, commissioning, de-commissioning, re-registration, sale, leasing, subleasing, importation, exportation, transfer of title or other disposition of title, abandonment, storage, maintenance, service, repair, overhaul, testing, design, modification, dismantling, disassembly or re assembly by Buyer or by any third person on or after Buyer takes title, and (c) Buyer's obligations under this Agreement, including the removal and transportation of the Asset.
- 4. Limitation of Liability.** SpaceX's liability with respect to this Agreement is limited to refunding the price of the Asset paid by the Buyer to SpaceX. IN NO EVENT SHALL SPACEX BE LIABLE TO BUYER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES RELATED TO ANY CLAIM BY BUYER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY OR OTHERWISE).
- 5. Indemnity.** Buyer agrees to defend, indemnify, and hold harmless SpaceX and all of its directors, officers, employees, agents, subsidiaries, and assignees from and against any liability or expense, including reasonable attorneys' and other professional fees arising out of or related to the damage, loss, or harm that the Buyer assumed responsibility for in section 3 of this Agreement.
- 6. Export Compliance.** Buyer acknowledges that the Asset is subject to the U.S. Export Administration Regulations ("EAR") and may require export authorization from the U.S. government to ship, transmit, transfer, discuss, disclose, and disseminate, or otherwise provide access to, certain locations outside the United States, certain entities incorporated outside the United States, and to certain foreign persons (as the term is defined in the EAR). Unless in compliance with applicable laws, including the EAR, Buyer agrees that the Asset will not be directly or indirectly used, sold, incorporated, diverted, exported, re-exported, or otherwise transferred or re-transferred to, or for the benefit of, any of the following: (i) a country subject to U.S. economic sanctions or trade embargo laws administered by the U.S. Departments of State or Treasury; (ii) any individual or entity designated on the U.S. Specially Designated Nationals and Blocked Persons List, Denied Persons List, Entity List, Unverified List, or any other similar lists maintained by the U.S. Departments of State, Commerce, or Treasury; or (iii) restricted end-uses under applicable law, including, but not limited to, the development, production, and/or use of nuclear weapons, chemical weapons, biological weapons, and missiles, nuclear explosive activity, nuclear fuel-cycle activity, and/or heavy water production. Buyer represents that neither it, nor its directors, officers, or employees are designated on a list of debarred, denied, or otherwise restricted parties maintained by the U.S. Departments of State, Treasury, or Commerce, or other similar applicable lists.

7. **Delivery & Shipment.** Delivery of Assets is Ex Works (EXW) the location of Asset Incoterms® 2020. Under no circumstances shall Seller be responsible for executing paperwork for the export of the Asset, paying the cost for such paperwork, or acting as the exporter of record for the shipment of the Asset. Therefore, Buyer accepts and assumes full responsibility for compliance with any documentation and for declaration process that might be required upon export of the Asset. Buyer acknowledges and agrees that SpaceX shall not be named as exporter of record in any documentation relating to any transaction.
8. **Compliance with Law.** Buyer agrees that it will comply strictly with all U.S. law, as well all other applicable law, and assumes sole responsibility for obtaining appropriate authorizations from the applicable government to transport, handle, use, sell, export, re-export, or transfer the Asset as may be required.
9. **Assignment.** Buyer may not assign this Agreement or its rights or obligations hereunder to any third party without SpaceX's consent.
10. **Severability.** If any provision of this Agreement is held to be invalid, void or for any reason unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.
11. **Applicable Law and Jurisdiction.** Except to the extent inconsistent with or preempted by federal law, the laws of the State of Texas, USA without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between SpaceX and Buyer. All actions or proceedings arising out of or related to this Agreement shall be litigated exclusively in the Federal courts located in Harris County, Texas. We both hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement.
12. **Confidentiality.** SpaceX and Buyer hereby agree that the existence, terms, and details of this Agreement and information related to the sale of the Asset are strictly confidential. Each party shall protect such confidential information using the highest degree of care that it uses to protect its own confidential information or a similar nature, and no less than reasonable care. Buyer shall not mention SpaceX or disclose our relationship, including without limitation, in marketing materials, presentations, press releases, or interviews.

The following duly authorized representative acknowledges and agrees to the terms and conditions in this agreement, on behalf of:

_____ **Company Name**

By:

Name:

Title:

Date: