

BAE SYSTEMS

TERMS AND CONDITIONS OF SALE OF USED FURNITURE AND EQUIPMENT

The used furniture and / or equipment (“Goods”) listed in the Attachment are sold from on the floor. Buyer is responsible for all labor, packaging, transportation and equipment necessary to remove these Goods.

Goods are sold “AS IS, WHERE IS AND WITH ALL FAULTS”. SELLER DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER DISCLAIMS AND BUYER HEREBY RELEASES AND HOLDS SELLER HARMLESS FROM ANY RESPONSIBILITY, DAMAGE, LOSS, COST OR EXPENSE ARISING OUT OF BUYER’S ACQUISITION, USE OR SUBSEQUENT TRANSFER OF GOODS.

The Buyer acknowledges and represents that internal components (i.e. transistors, resistors, filters, MEDs, MMICs, amplifiers, relays, microcircuits, etc.) from electronic equipment that is acquired from BAE SYSTEMS, will not be resold at the component level.

The Buyer acknowledges that they have read, understood and agreed, for themselves and their organization, to the foregoing TERMS AND CONDITIONS of the SALE of USED FURNITURE and / or EQUIPMENT, applicable to the list of Goods (attached) sold by **BAE SYSTEMS** located at 6500 Tracor Lane, Austin, Texas.

I represent that the Buyer is a United States (U.S.) entity. The sale, re-sale, export and / or re-export of these goods by the Buyer are subject to all the laws and regulations of the United States. Diversion contrary to U.S. law is strictly prohibited. Details of Exporting for Industry and Security can be found at www.bis.doc.gov.

I certify that I am duly authorized to execute these terms on behalf of the organization named below.

Organization / Business _____

(Print Name of Company and attach a Business Card or Official Letterhead to BAE SYSTEMS’ original Copy)

Signature and Print _____

Date _____

Price Paid \$ _____