



# TERMS AND CONDITIONS

SUPERMARKET LIQUIDATORS, LLC (hereinafter "seller") hereby gives notice that ALL items, things, and objects (hereinafter "Property") described in foregoing invoice (Invoice and Invoice Number on reverse side) are considered salvage and are sold with all faults.

Seller makes no warranties of any kind respecting the Property sold herein. THE PROPERTY SOLD HEREIN IS NOT WARRANTED TO BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE WHATSOEVER. Said Property is sold "AS IS," "WHERE IS" and "WITH ALL FAULTS." All shipment are F.O.B. origin (Cartersville, Georgia, USA).

All potential bidders/buyers are welcome and urged to arrange for an inspection of said Property at any time before buying. THE PROPERTY DESCRIBED IN THE FOREGOING INVOICE IS SALVAGE PROPERTY. Any description of said property is intended only as a general reference and it is possible that said property has been altered or modified from its original design. All items may need repairs, be incomplete, not function properly (or at all) and may require special licenses or permits to own or operate. Said Property should be inspected for safety and proper operation by a professional; should be installed by a professional; and should be repaired, if necessary, by a professional.

Buyer agrees that Seller shall not be held liable either directly or indirectly for any and all claims, causes, actions, demands, or suits arising out of personal injury or death to the Buyer, any agent or employee of the Buyer, or any third party, or property damage to the property of Buyer, any agent or employee of the Buyer, or any third party, which are in any way related to the sale, purchase, deliver, and/or use of said property. This indemnification and hold harmless clause applies not only to any claim or demand made by or on behalf of Buyer or any agent or employee of the undersigned, but also any claim or demand made by or on behalf of Buyer or any agent or employee of the undersigned, but also any claim by a third party made against the Seller arising out of any incident or accident involving said Property and Buyer or any agent or employee of Buyer, or any third party, which caused or allegedly caused injury or damage to such third party or the property of such third party. Buyer, Buyer's heirs and/or legal representatives are to defend, indemnify and hold harmless Seller, officers or agents of Seller, licensors, suppliers, distributors, employees, subsidiaries and divisions from any such claim, action, demand, or suit arising from the purchase, use, installation, repair, maintenance or application of the items sold by Seller.

This agreement shall be governed by the law of the State of Georgia and, should any dispute arise, the parties hereto agree that proper venue for litigating said dispute shall be in Bartow County, Georgia.

In the event any paragraph or part of any paragraph of this contract shall be declared invalid or void by any court, such declaration shall not invalidate the entire contract and all the other terms and conditions of this contract shall remain in full force and effect. English shall be the official language of this agreement's text and interpretation. ALL SALES ARE FINAL, and will not be accepted for return, refund, or credit.

BY ACCEPTING THE PROPERTY DESCRIBED ON THE FOREGOING INVOICE # \_\_\_\_\_ AND BY SIGNING BELOW, BUYER HEREBY ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS, AND AGREES TO THE ABOVE "TERMS AND CONDITIONS" IN ITS ENTIRETY, AND BUYER HAS RECEIVED A COMPLETED AND EXACT COPY OF SAID "TERMS AND CONDITIONS."

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
INTERPRETER'S SIGNATURE      BUYER'S SIGNATURE (Seal)

Date: \_\_\_\_\_ Date: \_\_\_\_\_