

Sale of Sandia National Laboratories, Los Alamos National Laboratory, National Renewable Energy Laboratory Surplus/Salvage Property Rules

By signature hereto, I understand and agree to comply with the following sale of resale requirements:

- 1) All property is sold as a salvage item, as is, without warranty expressed or implied as to the use or safety of the product, and the Buyer, for himself, his heirs, executors, administrators and assigns agrees to indemnify and save harmless Bentley & Associates, LLC sale of **Sandia National Laboratories, Los Alamos National Laboratory, National Renewable Energy Laboratory**, the United States of America Department of Energy (DOE), and its other cost-type contractors operating at **Sandia National Laboratories, Los Alamos National Laboratory, National Renewable Energy Laboratory** sites but not limited to their agents and employees, from any and all claims, demands, liability, actions, or causes of action arising out of or in anywise connected with the use of handling of all property by anyone whomsoever (even if predicated upon the negligence of the above-mentioned indemnities) and further agrees to pay all attorney's fees, costs and expenses that be incurred in payment of the amount claimed, defending against the amount claimed, and satisfying any judgment that may be rendered in connection therewith.
- 2) If the bidder is an employee of the U.S. DOE or any of its cost-type contractors, he hereby represents that he a) has not participated in the seller's determination to dispose of the property, b) has not participated in the preparation of the material for sale, c) has not participated in determining the method of sale, d) has not acquired information not otherwise available to the general public regarding usage, condition, quality, or value of the property.
- 3) The use, disposition, export and re-export of any property purchased is subject to all applicable U.S. laws and regulations, including the Atomic Energy Act of 1954, as amended; the Arms Export Control Act (22 U.S.C 2751 et seq.); the Export Administration Act of 1979 (560 U.S.C Append 2401 et seq.); Assistance of Foreign Atomic Energy Activities (10 CFR part 810); Export and Import of Nuclear Equipment and Material (10 CFR part 110); International Traffic in Arms Regulations (22 CFR parts seq.) Foreign Assets Control Regulations (31 CFR parts 500 et seq.); and the Espionage Act (37 U.S.C. 791 et seq.), which among other things prohibit:
 - a. The making or false statements and concealment of any material information regarding the use or disposition, export, or re-export of the property; and
 - b. Any use or disposition, export, or re-export of the property, which is not authorized in accordance with the provisions of this agreement.

NOTE: This statement must accompany the transfer or resale of this property.

Buyer: _____ **Date:** _____

Bentley & Associates, LLC
PRE-SALE OF GOVERNMENT PROPERTY DISCLOSURE STATEMENT

By signature hereto, I understand and agree to comply with the following sale requirements:

All property sold by Bentley & Associates, LLC is sold as a salvage item, as is, without warranty expressed or implied, as to the safety of the product, for the Buyer himself, his heirs, executors, administrators, and hereby agrees to indemnify and save harmless Bentley & Associates, LLC, their consignees, including but not limited to **Sandia National Laboratories, Los Alamos National Laboratory, National Renewable Energy Laboratory**, U.S. Department of Energy (DOE), its contractors, and their agents or employees, from any and all claims, demands liability, actions, or causes of action arising out of or in any way connected with the use of handling of said property by anyone whosoever (even if predicated upon the negligence of the above, mentioned indemnities) and further agree to pay all attorneys' fees, costs and expenses incurred in payment amount claimed, defending against the amount claimed and satisfying any judgment that may be rendered in connection therewith.

If the bidder is an employee of **Sandia National Laboratories, Los Alamos National Laboratory, National Renewable Energy Laboratory**, U.S. DOE or any of its contractors, you hereby represent that you: (a) have not participated in the seller's determination to dispose of the property, (b) have not participated in the preparation of the materials for sale, and have not participated in determining the method of sale.

All bidders hereby certify that they have not acquired information not otherwise available to the general public regarding usage, condition, quality, or value of the property.

Personal property purchased from the U.S. Government may or may not be authorized for export from the United States. If export is allowed, the purchaser is solely responsible for obtaining required clearances, approvals, and/or licenses. The purchaser also is required to pass on DOE's export control guidance if the property is resold or otherwise disposed. The required DOE export control guidance is:

The use, disposition, export, and re-export of this property are subject to all applicable U.S. laws and regulations, including the Atomic Energy Act of 1954, as amended; the Arms Export Control Act (22 U.S.C. 2751 et seq.); the Export Administration Act of 1979 (560 U.S.C. Append 2401 et seq.); Assistance to Foreign Atomic Energy Activities (10 CFR part 110); International Traffic in Arms Regulations (22 CFR parts 120 et seq.); Export Administration Regulations (15 CFR part 730 et seq.); Foreign Assets Control Regulations (31 CFR parts 500 et seq.); and the Espionage Act (37 U.S.C. 791 et seq.) which, among other things, prohibit:

- (a) The making of a false statement and concealment of any material information regarding the use or disposition, export or re-export of the property; and
- (b) Any use or disposition, export or re-export of the property which is not authorized in accordance with the provisions of this Agreement.

All bidders are responsible for payment of the merchandise on the date of sale. The forms of payment are cash, credit card and check (with a bank letter of guarantee).

I AM A UNITED STATES CITIZEN YES: _____ **NO:** _____

IF NO, WHAT COUNTRY: _____

BIDDER NUMBER: _____

BIDDER NAME PRINTED: _____

BIDDER NAME SIGNATURE: _____