

## SALES AGREEMENT FOR HIGH COMPLEXITY ASSETS

1. Definitions: For the purpose of this Agreement, the SELLER shall mean the JJSI Operating Company; the BUYER shall mean the company or person that is purchasing the item from the Seller. Articles(s) is the property that is for sale. Buyer agrees to purchase the following equipment from the SELLER as indicated in the table below. The price is inclusive of state and/or local Taxes. BUYER agrees to all Terms and Conditions within this sale.
2. BUYER agrees to purchase the following equipment from the SELLER as indicated in the table below. The price is inclusive of state and/ or local Taxes. BUYER agrees to all Terms and Conditions within this sale.
3. The ARTICLES are being purchased for commercial use only and will not be resold to other organizations for commercial use.
4. It is the Buyers responsibility to perform any required checks or inspect items prior to the day of the auction. All items are sold as it, where is and with all faults. The Seller does not make any warranty, express or implied, as to the nature, quality, value, or condition of any asset. The seller expressly disclaims any warranty of merchantability, fitness for a particular purpose of non-infringement. Any manufacturer's warranty will be made known at the time the item is offered for sale.
5. Assets are intended to be sold without software, if any is applicable. In the event that a seller's software is included in an asset sale, notwithstanding the disclaimers set forth above, the Seller makes no representations or warranties regarding the Buyer's right to use such software, as to the performance of the software, it's non infringement or otherwise. In such circumstances, the Seller recommends that the Buyer contact the software manufacturer directly to resolve such issues.
6. Any photographs and or descriptions provided are solely for the bidder's convenience and shall not be construed to create representations or warranties of any kind pertaining to the assets. Buyer acknowledges that it has had the opportunity to inspect all assets prior to tendering its bid and waives any and all claims against Auctioneer and/or Seller relating to asset photographs or descriptions. The Seller shall not be responsible for any insufficiencies, inaccuracies or omissions. The Seller shall not be responsible for damages of any kind (included but not limited to, direct, incidental or consequential damages) to anyone for any deficiencies or failure of any Articles for any reason. Buyer assumes all risks of loss, after delivery by Seller or upon the commencement by Buyer of the dismantling or other work performed.

7. Indemnification and Insurance: Buyer indemnifies, defends and holds Seller and all its affiliates harmless against any and all liability and damage, including, but not limited to, reasonable attorney's fees arising out of any claim for personal injury, sickness, and death to any persons and for any property damage caused by the Articles or by hazardous material or on or in the Articles, whether or not due to the negligence of Seller or any affiliate, during the commencement of the dismantling or other work by Buyer and thereafter following delivery by Seller. The word 'persons' as used herein, shall be construed to imply both the plural and the singular, as the case may demand, and shall include corporations, companies, associations, societies and municipal corporations as well as individuals.

Buyer shall procure and maintain, at all times, and at its sole expense, from the date hereof Commercial General Liability Insurance on an Occurrence Coverage Form including coverage for product liability/completed operations and contractual liability with limits of not less than, \$3,000,000 each occurrence bodily injury/property damage combined and, \$3,000,000 annual aggregate. Such insurance shall include worldwide coverage including coverage for United States jurisdiction claims and occurrences. Any exclusions or amendments to the policy form must be disclosed to Seller.

Buyer shall supply Seller with the above proof of insurance and forms as required upon the signing of this Agreement but Seller's failure to demand such proof or forms shall not waive Seller's rights to such coverage as specified herein. All insurance policies shall provide for thirty (30) days prior written notice to Seller of cancellation, material change or non-renewal. Additionally, all such insurance must be provided by insurance companies that are: (i) authorized to do business in the states where the assets/ARTICLES are used, and (ii) rated A or better with a financial rating of VII or better in the most recent A. M. Best's Rating Guide. The failure of Buyer to secure appropriate insurance coverage shall in no way limit the liability of Buyer.

8. The employees or representatives of the SELLER are not authorized to make statements as to the quality and condition of the ARTICLES being offered for sales, other than the written statements made herein. Buyer acknowledges that any such statement made will not be binding on the SELLER.

9. Any damage done to the SELLER'S or any affiliate of the seller's property or equipment during the removal of ARTICLES sold, including environmental damage, will be the responsibility of the BUYER to repair and remediate.

10. BUYER acknowledges that SELLER warns that the ARTICLES 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 by reason of toxicity, flammability, explosiveness or for other similar or different reasons, during use, handling, cleaning, reconditioning disposal etc. The BUYER has inquired and received satisfactory information from the SELLER regarding such latent and patent hazards associated with the ARTICLES. BUYER EXPRESLY ASSUMES ALL RISK OF AND RESPONSIBILITY FOR INJURY OR DAMAGE TO THE BUYER OR OTHERS BASED ON OR ARISING OUT OF POSSESSION, HANDLING, DISMANTLING OR USE BY BUYER OR BY OTHERS OF ANY SUCH GOODS FOR ANY PURPOSE WHATSOEVER

AND AGREES TO TAKE ALL ACTION NECESSARY TO PROTECT SUCH PERSONS FROM SAID HAZARDS. BUYER agrees to warn of all possible hazards to persons who any persons who may be exposed to their hazards. Buyer understands and agrees that no change in this broad warning shall bind SELLER. No additional specific warning shall be deemed to limit this broad warning, and if the additional specific warning is inadequate, all of the TERMS AND CONDITIONS herein below set forth shall still apply, even if the inadequacy of the specific warning was due to negligence on SELLER's part; and no course of action on SELLER's part shall be deemed to limit this broad warning.

11. BUYER shall remove and refrain from making use of any and all of the Seller's trademarks, service marks, labels, logos, distinctive markings, and designs that may appears on the ARICLES or on any packaging materials, Nothing contained herein shall be construed to grant or imply a license to buyer of any such marks, labels, logos, markings and designees. BUYER must also refrain from naming Johnson & Johnson or any affiliate of the Johnson & Johnson family of companies as the source of the ARTICLE.

12. Title to ARTICLES shall transfer from the SELLER to the BUYER upon proper payment. Payment shall be made and title passed to the BUYER prior to BUYER'S commencement of removal activities from SELLER'S premises. Thereafter, BUYER shall be responsible for the maintenance, operation and disposal of the ARTICLES in accordance with applicable law.

13. The SELLER shall not be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, including acts of God, fire, flood, riot, warm sabotage, accident, explosion, flood, strike, lockout, injunction labor dispute, shortage, national defense requirements, whether valid or invalid (including, but not limited to priorities, requisitions, allocations, and price adjustment restrictions), or inability to obtain material equipment or transportations, and/or any other similar or different circumstances beyond the control of the SELLER preventing the sale, pickup or dismantling of the ARTICLES.

14. Prior to dismantling or removal of ARTICLES, BUYER shall make payment by bank wire transfer or cashier's check, or other certified funds acceptable to SELLER, unless alternate terms are mutually agreed upon. Should the BUYER fail to comply with the payment terms, the SELLER may terminate the sale.

15. BUYER agrees to pay, at the time of sale, all applicable sales or other taxes, charges, or fees required to be paid or collected by SELLER by reason of this sale, or to provide SELLER with a valid exemption certificate. In the event that BUYER either fails to pay the tax or other charges as agreed to above or fails to provide a valid exemption certificate, BUYER agrees to indemnify, defend and hold SELLER harmless from any liability and expense by reason of BUYER'S failure.

16. It shall be the responsibility of the BUYER to arrange the shipment and to perform any preparation for shipment (dismantling, boxing, packaging and skidding) through SELLER approved contractors. SELLER shall not be held responsible for damage during shipping. Additionally, the BUYER agrees to exercise all necessary and prudent precautions to insure all loading and transportation will be performed in a manner that does not interfere with or jeopardize the facilities in or adjacent to the ARTICLES being removed. BUYER shall comply with all applicable State and Federal Laws and Regulations, including OSHA requirements, oversize permits, and all safety rules set forth by the SELLER while on the SELLERS property.

17. If ARTICLES are not removed by the BUYER within 30 days of purchase, (i) such ARTICLES shall be deemed abandoned by the BUYER (ii) BUYER shall forfeit all monies paid to the SELLER for the purchase of such ARTICLES, including any rigging costs, and (iii) BUYER shall forfeit the right to purchase such ARTICLES. In addition, BUYER shall be responsible for all damages suffered by SELER, including but not limited to, any dismantling, transportation, storage or other costs, including attorney's fees, incurred by SELLER as a consequence of BUYER'S failure to remove such ARTICLES. SELLER reserves the right to offer the ARTICLES for sale and to recover the difference, if any, in the bid price and the price paid by the new purchaser.

18. This Agreement shall be governed by and shall be construed according to the laws of the State of New Jersey as if executed and to be performed wholly within the State of New Jersey. All actions, legal or other, instituted by BUYER under this Agreement must be filed in a federal or state court located in New Jersey.

19. SELLER may, at its own discretion, restrict any or all access to SELLER'S facilities by the BUYER without prior notice, SELLER shall not be liable for any loss the BUYER may experience as a result of restricted access.

20. These TERMS AND CONDITIONS contain the entire agreement and understanding between the SELLER and the BUYER as to the ARTICLES, and supersede all prior agreements, commitments, representations, and discussions between the SELLER and the BUYER pertaining to the sale of the ARTICLES.

21. BUYER understands and agrees that (a) no modification or waiver of these TERMS AND CONDITIONS shall be effective unless made by an authorized representative of SELLER in writing addressed to BUYER and specifically referring to this document; (b) no course of action on the part of SELLER shall be deemed to modify these TERMS AND CONDITIONS; and (c) SELLER'S acknowledgement of acceptance anything in writing from BUYER which is in conflict with these TERMS AND CONDITIONS and any subsequent delivery of ARTICLES shall not constitute a modification or waiver of these TERMS AND CONDITIONS.

Buyer Name:

Title:

Company:

Registered Address:

Telephone Number:

Seller: