

## BUYERS AGREEMENT

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TAX ID: \_\_\_\_\_

The Buyer stated above is considering purchasing items, including surplus fixtures and equipment from WAL-MART Stores, Inc. ("WMS") which WMS anticipates selling during liquidation. The Buyer has requested permission to enter onto premises designated by WMS for the purpose of inspecting and/or buying such surplus fixtures and equipment, and WMS hereby grants permission to Buyer solely for such purposes. Buyer acknowledges that it is familiar with surplus fixtures and equipment of which is involved during such inspection will be at the risk of Buyer, its employees, agents, and/or contractors.

Buyer acknowledges that the items purchased are "As Is, Where Is" condition only. Any representation whether written or oral, which supplements, amends or otherwise contradicts Buyer's findings and observations pursuant to this inspection shall not be binding in any way upon the WMS, its employees, agents, or contractors and Buyer hereby releases said WMS from and against all claims or liabilities due to the negligence or conduct, if any, of WMS, its employees, agents, or contractors.

Buyer further agrees to waive, release, defend, indemnify, and hold harmless WMS, its employees, agents, and contractors, from and against any demands, claims, suits, cause of action, loss, damage, or liabilities whatsoever whether or not due to or caused by the negligence or conduct of WMS, its employees, agents, or contractors, arising out of any inspection/buying by Buyer on WMS's premises of Buyer and its employees, agents or contractors.

### TERMS OF SALE:

All items must be paid for in advance with good negotiable funds. No item can be removed until paid for in full. All sales are final. All items must be removed within forty-eight (48) hours of purchase.

I hereby state that I, or Corporate entity (PLEASE PRINT) \_\_\_\_\_  
have read and agree with all terms explained within this buyer's agreement.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date