



EXHIBIT "B"

BP AMERICA PRODUCTION COMPANY

Item: LISTING # _____

CONDITIONS OF SALE

1. Purchaser will agree to all Terms and Conditions as a registered buyer on the SalvageSale.com, CapitalAssetSale.com or Asset-Auctions.com marketplace.
2. BP America Production Company does not warrant the quantity, quality or description of the material offered in this sale. Purchaser is strongly encouraged to review the online item listing prior to submitting their bid. Auction items may be available for inspection prior to submitting a bid; requests for inspections can be made to the AssetAuctions contact listed on Asset-Auctions.com
3. BP America Production Company reserves the right to cancel a sale at any time due to Health, Safety, Environmental, or Ethical concerns.
4. Material will be sold "as is-where is" and will be loaded and hauled by the purchaser at no expense to BP America Production Company.
5. Purchaser must remove material within ten (10) working days after notification and loading will be done during BP America Production Company's regular working schedule-8:00 a.m. to 5:00 p.m. Monday through Friday.
6. Third party personnel will not be allowed to pickup material without a representative from the purchaser being present.
7. Purchaser will be responsible for any injury to himself, his employees, or others involved in the removal of the material listed under this agreement. Purchaser agrees to and shall indemnify and hold harmless Company (Seller), its officers, agents and employees from and against any and all claims, losses, damages, causes of action, suite, and liabilities of every kind, including claims of strict liability and for fault imposed by statute, rule regulation or case law, including all expense of litigation, court cost, and attorney fees, for injury to or death of any person, for damage to any property arising out of or in connection with the purchase, use or resale of goods sold under this instrument (contract, agreement). Such indemnity shall apply without exception, and regardless whether the claims, losses, damages, cause of action, suits or liabilities arise in whole or in part from negligence (whether or not concurrent) of Company (Seller) and/or other person or entity.
8. **"CAUTION"** This material may contain certain levels of radioactive scale. Material contained in this offer has been surveyed in accordance with the Louisiana Department of Environmental Quality Regulations, Title 33, Chapter 14, entitled "Regulation and Licensing of Naturally Occurring Radioactive Materials (**NORM**)" and it has been established that surface radiation does not exceed 50 microentgens per hour at any accessible point. Buyer is aware of said regulation and has had the opportunity to conduct surveys and analysis of the material

and thus further agrees to defend, indemnify and hold harmless Seller, and their officers, agents and employees from and against any and all losses, damages claims, fines, penalties, cost and expenses directly or indirectly arising from the radioactive contamination of the material or its components regardless of the cause, fault or negligence of any party.

9. **“CAUTION”** Purchaser should be aware that this material may contain inorganic lead (lead contaminated paint, etc.) and should adhere to all OSHA regulations regarding its removal and disposition. Buyer accepts material notwithstanding the possible lead contamination and accepts full responsibility and liability for same. Buyer hereby releases and holds harmless Seller, and their officers, agents and employees from and against any liability or responsibility for said contamination regardless of the cause, negligence or fault of any party.

10. **“CAUTION”** Purchaser should be aware that this material may contain Asbestos and should adhere to all regulations regarding its removal and disposition. Buyer accepts the material notwithstanding the possible Asbestos existence and accepts responsibility and liability for same. Buyer hereby releases, defends, indemnifies and holds harmless Seller, and their officers, agents and employees from and against any liability or responsibility for said contamination regardless of the cause, negligence or fault of any party.

11. Purchaser must present and submit a signed Certificate of Resale (Exhibit C) to AssetAuctions or is responsible for paying the local sales tax to AssetAuctions, which is included in the purchaser’s invoice. After submitting the signed Certificate of Resale, the purchaser will receive a revised invoice to remove the sales tax amount. The certificate must be submitted and invoice must be paid in full prior to release of the auction item.

In submitting my bid, I have read all the conditions of sale and agree to abide by them as stated.

Company_____

Address_____

Signed_____

Print Name_____

Date_____