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# Surplus to On-Going Operations of Entergy

Online Auction

4:30pm EST on Thursday 27th February 2020

Entergy

639 Loyola Ave, New Orleans, Louisiana, United States, 70113-3125

Asset Locations:

Riverbend Power Station, 5485 US Hwy 61 St., St. Francisville, Louisiana, United States, 70775

Lot #	Description	Current Bid	Notes
1	Canberra Tennelec Series 5 XLB Alpha/Beta Counting System	\$1,100.00	

Inspection Information:

PLEASE CONTACT FOR MORE INFORMATION

## Sales Terms:

This Sales Agreement ("Agreement") is between Entergy Services Inc. (hereinafter "Seller") and (hereinafter "Buyer"). The parties undertake and agree as follows: 1. Sale of Property. Seller hereby agrees to sell and Buyer agrees to purchase, on the terms and conditions herein contained, hereto (such items of equipment and property are hereinafter referred to as the "Property"). 2. Buyer will forward payment for material within five (5) business days of notification of acceptance of sale price. Buyer must remove or arrange for the removal of sold property within ten (10) business days after receiving the executed bill of sale. 3. Assumption of Risk. The risk of loss or damage to the Property shall be the Buyer's from the earlier of the time that Buyer enters any site upon which such Property may be located for purposes of disassembling and removing the Property or such time as Buyer obtains possession of the Property. The sale shall be final and complete at that time. Buyer assumes risk of loss or damage resulting from the disassembly or removal of the Property and the use of the Property after this sale is completed. Prior to entering upon any of Seller's facilities, Buyer shall at Seller's request obtain Commercial General Liability Insurance with limits of liability and forms that Seller believes will adequately protect it and furnish a Certificate of Insurance to Seller's representative evidencing such coverage. Buyer shall indemnify, defend and hold harmless the Seller and its affiliates, and any of their agents, representatives, employees or contractors from any losses, expenses, damages or third-party claims on account of death, bodily injury or property damage arising out of, or related to, directly or indirectly the disassembly, packaging or removal of the Property or the use, possession or disposal of the Property WITHOUT REGARD TO WHETHER ANY SUCH DEATH, PERSONAL INJURY OR PROPERTY DAMAGE HAVE BEEN CAUSED BY OR ARE ATTRIBUTABLE TO, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, THE NEGLIGENCE, ACTIVE OR PASSIVE, OF ANY OR ALL INDEMNITEES, THE CONDITION OF THE SITE, STRICT OR PRODUCTS LIABILITY OR OTHERWISE. 4. Warranty Disclaimers. Seller does not warrant that title conveyed to the Buyer hereunder is free of all third-party security interests. Seller only warrants that it is transferring all such rights, title and interest as the Seller currently holds. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, THE SALE OF THE PROPERTY IS WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AS TO THE VALUE, CONDITION, SALABILITY, OBSOLESCENCE, FITNESS, SUITABILITY, OR WORKING ORDER OF THE PROPERTY. The Property is purchased by the Buyer "AS IS, WHERE IS" and "WITH ALL FAULTS," and the Buyer acknowledges that (i) Seller has no reason to know of any particular purpose for which Buyer requires the Property, or the existence of, hazardous substances (including all hazardous substances listed as such by applicable law, all pollutants or asbestos and naturally-occurring but harmful substances) on, in, under, above or upon the Property; (ii) Buyer has not in any way relied upon Seller's skill or judgment to select property suitable to its needs and (iii) the Seller is not a "merchant" as defined by the Uniform Commercial Code or any applicable state law with respect to the Property sold hereunder. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR OR INTENDED PURPOSE, OR THAT THE PROPERTY IS FIT FOR ITS ORDINARY PURPOSE. THERE IS NO WARRANTY AGAINST REDHIBITORY OR OTHER HIDDEN DEFECTS OR VICES, WHETHER APPARENT OR LATENT. BUYER HEREBY EXPRESSLY WAIVES AND RENOUNCES, ANY AND ALL RIGHTS IN REDHIBITION PURSUANT TO LOUISIANA CIVIL CODE ARTICLE 2520, ET SEQ., THE WARRANTY IMPOSED BY LOUISIANA CIVIL CODE ARTICLE 2475, AND ITS ABILITY TO RESCIND THE SALE OF THE PROPERTY OR SEEK A REDUCTION IN THE PRICE FOR ANY REASON WHATSOEVER, AND THE BUYER HEREBY RELEASES SELLER FROM ANY AND ALL LIABILITY WHATSOEVER IN CONNECTION THEREWITH. The Buyer further represents and acknowledges that no agent, employee or representative of the Seller has made any representation, direct, indirect, explicit or implicit, written or oral, with respect to the Property, that no such representation has been relied upon by the Buyer, and that no such representation forms the basis of this Agreement. The Buyer has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Buyer, in Buyer's sole discretion, deems sufficient for the protection of Buyer's interests. The Buyer's determination as to the condition of the Property is based solely upon Buyer's inspection thereof. 5. Assignment. This Agreement is not assignable, and the performance of the Buyer's duties is not subject to delegation without the prior written consent of the Seller. Any such assignment shall be null and, at the Seller's discretion, void. 6. Construction and Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state in which the Buyer takes possession of the Property from Seller, and constitutes the entire agreement between Buyer and Seller with respect to the Property. The terms and conditions contained herein shall prevail notwithstanding any variance with the terms and conditions of any printed purchase order submitted by Buyer with respect to the Property, and no modification of these terms shall be binding unless specifically amended in a writing signed by a duly authorized representative of both of the parties hereto. 7. Survival. Sections 3 and 4 shall survive the expiration or termination of this Agreement

## Payment Terms:

Payments will be made through the Aucto Payment Gateway. Paying via credit cards will only be available for orders under \$5000.

## Removal Terms:

The price shall be paid by Buyer to Seller in advance of the Buyer taking possession of the Property. In addition, any sales or other applicable taxes, whether federal, state or local, shall be paid by the Buyer to the Seller for remittance by the Seller. The Seller shall make the Property available to the Buyer for disassembly, packaging and removal in accordance with the description and Buyer shall have completed its removal of the Property by no later than 10 days after payment received date. The Buyer shall be solely responsible for the disassembly, packaging and loading of the Property on Buyer's or carrier's trucks or other vehicles and removal of the Property and all labor, equipment and transportation charges in connection with the disassembly, packaging and removal shall be paid by the Buyer. While engaged in such activities, Buyer shall take all steps to minimize the effect of its presence on any site owned or controlled by Seller, and to minimize any disruption of Seller's business activity. Buyer shall leave any area of site in a neat, clean and safe condition.

## Payment Instructions:

Payments will be made through the Aucto Payment Gateway. Paying via credit cards will only be available for orders under \$5000.