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Complete Switchgear Package Surplus to Westrock

Online Auction

2:00pm EDT on Thursday 22nd October 2020

WestRock Coated Board

1000 Abernathy Road NE, Atlanta, Georgia, United States, 30328

Asset Locations:

145 Mead Road, Cottonton, Alabama, United States, 36851

Lot #	Description	Current Bid	Notes
1	NEW Eaton 15KV 2000A Type 150VCP-WG50-200A-125VDC Complete Switchgear Package	\$5,250.00	

Inspection Information:

Buyer hereby acknowledges its final acceptance of the Equipment and waives any and all rights to revoke its acceptance of the Equipment

Sales Terms:

AGREEMENT AND BILL OF SALE THIS AGREEMENT AND BILL OF SALE (the "Agreement") shall go into effect immediately upon Seller's acceptance of a bid in the Aucto Auction and shall be between WestRock Coated Board, LLC. ("Seller"), a subsidiary of WestRock Company, with offices at 1000 Abernathy Road NE, Atlanta, Georgia 30328 and accepted Buyer ("Buyer"). 1. For and in consideration of the payment offered by the Buyer and accepted by the Seller, and for other good and valuable consideration acknowledged by the parties, Seller agrees to sell and Buyer agrees to purchase the equipment listed on Exhibit A attached hereto ("Equipment"), which Equipment is in the custody and possession of Seller and is located in the WestRock Mahrt Mill at 145 Mead Road, Cottonton, AL 36851. Payment in full is due to Seller on or before the removal of the Equipment from the site. 2. Title to the Equipment, and all risk of loss, will pass to Buyer upon execution of this Agreement and Seller's receipt of the amount set forth in Paragraph I. 3. Seller warrants, only to the Buyer, that it conveys good title to the Equipment, free of all liens. This is Seller's sole warranty. The Equipment is sold AS IS, WHERE IS, WITH ALL FAULTS. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE. ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED. SELLER RECOMMENDS THAT BUYER CONTACT THE EQUIPMENT MANUFACTURER REGARDING SAFE OPERATING PROCEDURES BEFORE OPERATING THE EQUIPMENT OR CONNECTING POWER TO THE EQUIPMENT. SELLER RECOMMENDS THAT BUYER OBTAIN INSURANCE FOR THE EQUIPMENT WHILE IN TRANSIT. 4. All notices shall be deemed duly given if addressed and mailed, by certified mail, return receipt requested, to either of the parties at their respective addresses first set forth above. 5. Except as otherwise provided herein, Buyer waives and releases any claim hereafter arising against Seller and/or any of Seller's parents, subsidiaries, affiliates, members, shareholders, officers, directors, managers, employees, agents and any and all of their successors and assigns (collectively, "Seller Indemnitees") on account of, and agrees to indemnify, reimburse and hold Seller Indemnitees harmless from any and all third party claims, losses, liabilities, demands, suits, judgments, causes of action and all legal proceedings, and any costs or expenses in connection herewith, including attorneys' fees and expenses (collectively, "Losses"), which may result from or arise in any manner out of (i) the condition, installation, possession, use or operation of the Equipment after the effective date of this Agreement; (ii) any defect in the Equipment; (iii) any negligent act, negligent omission or willful misconduct on the part of Buyer, its employees, independent contractors and agents; or (iv) a breach or violation of applicable law, governmental rules or regulations by the Buyer, its employees, independent contractors and agents. The parties agree that the Equipment has never been in the possession or under the control of the Seller. The indemnification obligations of Buyer will survive the termination of this Agreement. 6. This Agreement contains the complete final agreement between Buyer and Seller, and merges and supersedes all prior discussions, agreements and understandings, as to this transaction. Buyer acknowledges that Seller has not made, and Buyer is not relying upon, any representation, other than as expressly set forth in this Agreement, including, without limitation, any representation as to the condition, operability or usability of the Equipment. Reference to any communications from Buyer in any way modifying any of said terms and conditions will not be binding upon Seller unless made in writing and signed by Seller's authorized representative. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. 7. This Agreement shall be governed by the laws of the State of Alabama without regard to conflicts of law principles that would require the application of any other law. Each party hereto hereby agrees that any legal suit, action or proceeding brought by such party or any affiliate or representative thereof against the other party hereto or any affiliate or representative thereof arising out of or relating to this Agreement shall only be instituted in the courts of the State of Alabama located in the County of Shelby or, if it has or can acquire jurisdiction, the United States District Court located in the County of Shelby, Alabama. Each party hereby irrevocably submits to the exclusive jurisdiction of each such court in any such suit, action or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, and waives, to the fullest extent permitted or not prohibited by applicable law, any right to bring any legal or equitable suit, action or proceeding against the other party or any affiliate or representative thereof arising out of or relating to this Agreement in any other court. Wherever possible, each of the terms and conditions of this Agreement is to be interpreted in such manner as to be effective and valid under applicable law, but if any term or condition is prohibited or invalid under such law, such term and condition is to be ineffective only to the extent of such prohibition and invalidity, without invalidating the remainder of such terms or condition or the remaining terms or conditions of this Agreement. In the event of any conflict between this Agreement and any other agreement between the parties relating to the Equipment, the terms and conditions of this Agreement shall control. 8. Buyer represents that it has not dealt with any dealer or broker in connection with this transaction and agrees to indemnify, release, protect, defend and hold harmless Seller from and against any and all loss, liability, expense or demands (including the reasonable fees and disbursements of attorneys) arising out of any breach by Buyer of the foregoing. 9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Each party agrees that the delivery of the Agreement by Aucto shall have the same force and effect as delivery of original signatures and that each party may use the Aucto platform as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used. EXHIBIT A Switchgear - 13.8 kV, 15kV, 95kV BIL, 2000A, 60Hz, Metal Clad

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:

Seller agrees to make the Equipment available and load the Equipment onto Buyer's carrier. Buyer agrees to arrange for its carrier to be present at Seller's premises for loading within thirty (30) days after notice from Seller that the equipment has been dismantled and is available for removal. Time is of the essence. If the Equipment is not removed by such date, Seller may, in addition to any and all other rights and remedies, contract to have the Equipment removed and stored, at the Buyer's cost, all for Buyer's account and risk. Seller will have no responsibility or liability in the event of any claim by Buyer relating to removal or storage by Seller under this paragraph, and all such claims are to be dealt with by Buyer directly with the contractor. Buyer shall be responsible for matchmaking and taking such other measures as may be necessary to facilitate reassembly of the Equipment.

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