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# Sealed Bid Tender of Carrier Chiller Package - Sold Loaded on Buyers Truck

Tender

## 3:00pm EST on Thursday 19th November 2020

General Motors Holdings LLC
300 Renaissance Center, MC 482-C14-C66, Detroit, Michigan, United States, 48265-3000
Asset Locations:
General Motors - Saginaw, 1629 N. Washington Avenue, Saginaw, Michigan, United States, 48605

| Lot # | Description | Number of Bids | Notes |
|---|---|---|---|
| 1332837 | Carrier 30HXC206RY-661 Chiller Package | 0 | |

# Inspection Information:

See Removal Terms - by appointment only

# Sales Terms:

TERMS AND CONDITION OF SALE (FCA GM Facility) 1. In consideration of the sale price paid to GM, GM does hereby sell, assign, transfer, and set over to Buyer all right, title, and interest of GM in and to the personal property identified on Exhibit A (Property). Delivery of the Property will be determined between GM and the Buyer, this is an estimate only, and GM shall have no liability to Buyer, or anyone claiming through Buyer, for its failure to deliver the Property on that date even if due to the negligence of GM or its agents. GM will not be used as a warehouse. If GM has attempted to release Property in three (3) attempts with no response from the Buyer, GM will send one last notice advising Buyer to remove Property. If Buyer does not comply, GM will consider the Property not wanted and proceed with additional opportunities. 2. GM warrants that it is the owner of the Property free and clear of any liens or other encumbrances. Except for warranty of title, the Property is sold AS IS, WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTY OF NON-INFRINGEMENT OF THE PROPRIETARY RIGHTS OF THIRD PARTIES; GM HEREBY DISCLAIMS AND BUYER HEREBY WAIVES ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR DEMAND IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PATENT INFRINGEMENT, OR OTHERWISE WITH RESPECT THERETO. Without limiting the generality of the foregoing, Buyer acknowledges and agrees that General Motors, neither represents nor warrants that the Property will operate satisfactorily in Buyer's facilities or that any such items comply with any applicable federal, state, or local laws, ordinances, regulations, or standards, including, but not limited to, regulations and standards promulgated under federal and state environmental or occupational safety and health laws. 3. Buyer acknowledges that it has been afforded full and complete opportunity to inspect and investigate, has inspected and investigated the Property, and is purchasing the Property “as is,” based solely upon its own evaluation of the property. 4. The sale of Property is FCA GM's facility; delivery of the Property takes place, and title and risk of loss to the Property passes from GM to Buyer, upon the loading of such items on the trucks of the carrier selected by Buyer. GM shall be responsible for disconnecting, dismantling, and basic shipping preparation (not to include special requirements such as crating, etc.), and loading of the Property onto the truck(s) of the carrier selected by purchaser to transport such items. All transportation methods must be less than 10 years old and in good condition as determined by the local GM facility. 5. GM shall bear the risk of loss of the property until such time as they are delivered to the Buyer; provided however, in the unlikely event that the property becomes unavailable, lost, damaged or destroyed by any cause whatsoever (excluding, however, any caused by the acts or omissions of Buyer or its agents) this Agreement shall terminate with respect to such items. Any purchase price paid will be returned to the Buyer. GM shall have no other liability to the Buyer with respect to such lost or damaged property. 6. GENERAL MOTORS, SHALL NOT BE LIABLE TO BUYER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF ANY ACT OR OMISSION REFERRED TO IN OR RELATED TO THE PERFORMANCE OF THIS AGREEMENT, OR TO THE USE, OPERATION, OR MAINTENANCE OF THE PROPERTY BY ANY PERSON, WHETHER OCCASIONED BY BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, ENVIRONMENTAL PATENT INFRINGEMENT, OR OTHERWISE. 7. Buyer, at its sole expense, shall defend, indemnify and hold harmless GM, its officers, directors, agents, and employees, from all claims, suits, liabilities, damages, and losses (including death, personal injury and property damage), judgments, obligations, fines, penalties, costs of defending or settling (including attorney’s fees and court costs) of any kind or character (whether based on breach of contract, breach of warranty, tort (including strict liability), intellectual property rights or otherwise), arising out of or related to (a) the breach by Buyer of its obligations under this Agreement, or (b) the acts or omissions of Buyer, its agents or employees, (c) the transportation, operation, use, handling, storage, sale, transfer or disposal of the Property, or any products produced from or with the Property after delivery of the Property to Buyer. 8. Buyer acknowledges that the sale of the Property does not include any sale, transfer, or assignment of any patents, licenses, or technical information with respect to the Property. 9. Buyer also acknowledges that it is not acquiring any rights in or to any trade names or trademarks of General Motors, under this Agreement, and agrees not to use any trade name or trademark of General Motors, in connection with the manufacture, sale, or service of any goods produced with the Property. Buyer shall conspicuously mark and identify any goods produced by it utilizing the Property as being the products of Buyer. 10. Buyer also acknowledges that the Property may be subject to federal, state or local environmental laws or regulations, including, but not limited to CERCLA, RCRA, TSCA and DOT. Buyer represents that the Property is usable, valuable and that Buyer has an intended use for the Property. If, subsequent to transfer of title to Buyer, Buyer forms an intent to dispose of any of the Property, Buyer agrees to conduct any disposal activities in compliance with all laws. 11. Buyer shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Property or goods produced with the Property, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, and occupational health/safety. Buyer further represents that it will not utilize slave, prisoner or any other form of forced or involuntary labor in connection with the refurbishment or use of the Property or goods produced with the Property. At GM’s request, Buyer shall certify in writing its compliance with the foregoing. 12. Buyer shall pay any and all sales, use, transfer, filing, and other similar taxes or governmental charges with respect to the sale or purchase of the Property. 13. The Terms and Conditions of Sale shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Terms and Conditions of Sale shall be governed by, and construed in accordance with, the laws of the jurisdiction of the GM plant at which the Property was located. 14. GM has the right to retract a lot or bid at any time. 15. Export Compliance End-User Certification: The Terms and Conditions of Sale, including the certification of compliance with export control laws, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements and negotiations. Buyer understands that the equipment, part(s), hardware, software and/or technology purchased from General Motors are subject to United States export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time. As the buyer, you hereby represent and certify that your organization assumes responsibility for compliance with all U.S. and applicable export laws and regulations. Furthermore, any equipment, part(s), hardware, software, and/or technology sold by General Motors will not be, directly or indirectly: a. Exported, re-exported, released, transferred, sold, supplied, and/or transferred in violation of any applicable export control law, rule, regulation and/or sanction. b. Shipped to or transshipped through any country currently under an embargo by the U.S. government (Cuba, Iran, North Korea, Sudan, Syria and the Crimea region of the Ukraine); c. Used in the design, development, production, stockpiling, handling, operation, maintenance, or storage, detection, identification, dissemination, or use of nuclear devices, missiles which includes civil use rockets, launch vehicles and unmanned air vehicles, or chemical or biological weapons; d. Transferred or disclosed to any individual or entity identified on a U.S. government restricted party list; or e. Exported, re-exported, released, transferred, sold, and/or supplied to any military, paramilitary, defense and/or security organization and/or used in a vehicle designed for any military, paramilitary, or governmental security application without your organization first obtaining all required licenses and approvals. NOTE: GM

WILL NOT BE THE EXPORTER OF RECORD. IF AN EXPORT LICENSE IS REQUIRED, NO SHIPMENT WILL TAKE PLACE UNTIL A COPY OF SUCH LICENSE HAS BEEN FORWARDED TO GM FOR REVIEW AND ACCEPTANCE. The Terms and Conditions of Sale may only be modified, amended, or supplemented by written amendment executed by authorized representatives of the parties. Failure by either party to enforce any term or condition herein or to exercise any of its rights hereunder, shall not be construed as thereafter waiving such terms, conditions or rights. In no event shall any course of dealing, custom or usage of trade modify, alter or supplement any of the terms or provisions contained herein.

# 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:

Sold - "as is / where is" - Buyer should take the opportunity to view lots as no adjustments will be made once purchased. GM will load material onto buyers transport. Buyer will need to abide by any/all updated safety requirements related to Covid19

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