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# Sealed Bid Sale Event - Tiger Depack HS55 Depackaging Machine

Tender

4:00pm EDT on Thursday 24th June 2021

Gate Gourmet, Inc

1880 Campus Commons Drive Suite 200, Reston, Virginia, United States, 20191

Asset Locations:

8725 Scudder Ave, Berkeley, Missouri, United States, 63134

Lot #	Description	Number of Bids	Notes
1	Tiger Depack HS55 Depacking Machine	2	

## Inspection Information:

- By Appointment Only! Must follow COVID rules set by warehouse.
- All individuals who are inspecting equipment will undergo a security clearance and sponsorship before being allowed onsite.
- Failure to complete pre-screen test will results in you not being able to inspect the equipment.
- Must come with PPE – Safety Hat, Safety Shoes, Safety Vest, Safety Glasses, Mask

## Sales Terms:

As-Is Bill of Sale & Purchase Agreement Terms of Sale 1. Conveyance. For good and valuable consideration, in the amount ("Price"), paid by Purchaser to Seller at or before the execution and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Seller hereby irrevocably sells, assigns, transfers, conveys, grants, bargains, and delivers to Purchaser, all of its right, title and interest in the Equipment. 2. Disclaimer of Warranties. The Equipment is being sold "AS IS", with all faults, defects and with no warranty of any kind. Seller expressly disclaims and makes no representation or warranty whatsoever with respect to the equipment, including any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; or (c) warranty of title; whether arising by law, course of dealing, course of performance, usage of trade or otherwise. By accepting this bill of sale, Purchaser acknowledges that it has not relied on any representation or warranty made by Seller, or any other person on Seller's behalf. Nothing in this Bill of Sale, express or implied, is intended or shall be construed to confer upon or give to Purchaser and its successors and assigns any claim or right other than those specifically granted by this Bill of Sale. Purchaser accepts the risk of use and such risks fall solely on Purchaser. 3. Release of Assets. Purchaser has received the Equipment from the Seller at a mutually agreed location. Upon release of the Equipment by Seller to Purchaser, Purchaser shall assume all risk of loss including loading and transportation. Removal Terms: Buyer should provide seller with BOL and time of arrival to ensure no delays during pick up. Buyer must follow all COVID-19 rules set out by seller. Payment must be made in full before removal. 4. Release. Purchaser hereby irrevocably and unconditionally releases, acquits and forever discharges the Seller, its subsidiaries and affiliates, their respective owners, directors, employees, representatives, agents and attorneys and all persons acting by, through or in concert with them or any of them (collectively "Releasees"), and each of them, from any and all charges, complaints, judgments, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action (whether statutory or common law), suits, rights, demands, costs, losses, debts and/or expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known or unknown, asserted or unasserted (collectively "Claims"), that Purchaser ever had, now has or may hereafter claim to have against any of the Releasees by reason of any matter, act, omission, cause or event whatsoever that heretofore occurred with respect to the Equipment or any agreement, document or instrument relating thereto, except for any Claims relating to breaches of warranties as to title, liens and/or encumbrances or to the gross negligence or willful misconduct of any of the Releasees. In that regard, Seller hereby represents and warrants to Purchaser that the Equipment is free and clear of all liens and encumbrances. 5. Indemnification by Purchaser. Purchaser shall defend, indemnify and hold harmless the Releasees, and each of them, from and against any and all Claims (including, but not limited to, any obligation or liability for loss of use or any other incidental or consequential damages and any liability, obligation or claim in tort, whether or not arising from the negligence, actual or imputed, of any of the Releasees, excepting only the gross negligence or willful misconduct of any of the Releasees), that may be asserted against, suffered by, charged to or recoverable from any of the Releasees by reason of injury to or death of any person, including any employee of Purchaser, by reason of loss of or damage to any property, including the Equipment or any part thereof or any other property of Purchaser, or by reason of any other kind of loss, damage or injury of any kind or nature whatsoever, in any manner arising out of or to any extent connected with the ownership, management, possession, use, control, operation, maintenance, service, repair, overhaul or testing of the Equipment or any part thereof after delivery thereof to Purchaser, or any ground inspection or operational ground check related to the operation of the Equipment or any part thereof after delivery thereof to Purchaser, whether or not such Claims be groundless, false or fraudulent. 6. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

## 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:

Removal Terms: Buyer should provide seller with BOL and time of arrival to ensure no delays during pick up. Buyer must follow all COVID-19 rules set out by seller. Payment must be made in full before removal.

4. Release. Purchaser hereby irrevocably and unconditionally releases, acquits and forever discharges the Seller, its subsidiaries and affiliates, their respective owners, directors, employees, representatives, agents and attorneys and all persons acting by, through or in concert with them or any of them (collectively "Releasees"), and each of them, from any and all charges, complaints, judgments, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action (whether statutory or common law), suits, rights, demands, costs, losses, debts and/or expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known or unknown, asserted or unasserted (collectively "Claims"), that Purchaser ever had, now has or may hereafter claim to have against any of the Releasees by reason of any matter, act, omission, cause or event whatsoever that heretofore occurred with respect to the Equipment or any agreement, document or instrument relating thereto, except for any Claims relating to breaches of warranties as to title, liens and/or encumbrances or to the gross negligence or willful misconduct of any of the Releasees. In that regard, Seller hereby represents and warrants to Purchaser that the Equipment is free and clear of all liens and encumbrances.

5. Indemnification by Purchaser. Purchaser shall defend, indemnify and hold harmless the Releasees, and each of them, from and against any and all Claims (including, but not limited to, any obligation or liability for loss of use or any other incidental or consequential damages and any liability, obligation or claim in tort, whether or not arising from the negligence, actual or imputed, of any of the Releasees, excepting only the gross negligence or willful misconduct of any of the Releasees), that may be asserted against, suffered by, charged to or recoverable from any of the Releasees by reason of injury to or death of any person, including any employee of Purchaser, by reason of loss of or damage to any property, including the Equipment or any part thereof or any other property of Purchaser, or by reason of any other kind of loss, damage or injury of any kind or nature whatsoever, in any manner arising out of or to any extent connected with the ownership, management, possession, use, control, operation, maintenance, service, repair, overhaul or testing of the Equipment or any part thereof after delivery thereof to Purchaser, or any ground inspection or operational ground check related to the operation of the Equipment or any part thereof after delivery thereof to Purchaser, whether or not such Claims be groundless, false or fraudulent.

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