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# Sealed Bid Tender Sale - NRTC Selling Welding Cell Robots & Trane Heater Unit

Tender

12:00pm EDT on Thursday 16th September 2021

NRTC Alabama Inc

320 Fleming Road, Birmingham, Alabama, United States, 35217

Asset Locations:

320 Fleming Road, Birmingham, Alabama, United States, 35217

Lot #	Description	Number of Bids	Notes
1	DUAL WELD CELL W/ YR-EA1400N-A00 MOTOMAN ROBOTS	0	
2	DUAL WELDING CELL W/ 100IB FANUC ROBOTS AND RJ3IB CONTROLLERS	0	
3	CENTERLINE FLEXFAST WELD CELL	0	
5	TRANE GRAA60P COMMERCIAL HEATER UNIT	0	

## Inspection Information:

Please contact Customer Support to schedule on-site visits to inspection equipment

## Sales Terms:

1. Title and Risk of Loss or Damage. Title to the item remains with the Seller until payment in full has been received. Risk of loss or damage to the Items passes to the Buyer when the Seller delivers the Items on the Seller's dock or upon delivery to the transporting agent. The Seller has the right to deliver the Items in installments. Shipping and delivery dates communicated by the Seller to the Buyer are approximate only. The Seller shall not be liable for any loss, damage or expense (whether consequential, incidental or otherwise) incurred by the Buyer if the Seller fails to meet such dates for any reason, including, but not limited to, force majeure as provided in Section 4 below. Delays in delivery, conformity or late delivery of an installment will not relieve the Buyer of any of the Buyer's responsibilities or obligations hereunder. 2. Shipment. In the absence of specific shipping instructions, the Seller, if and as requested by the Buyer, will ship the Items through a third-party freight broker or forwarder by Common Carrier. Where the Seller ships the Items, the Buyer will pay all transportation charges that are payable on delivery or, if transportation charges are prepaid by the Seller, the Buyer will reimburse the Seller upon receipt of an invoice from the Seller. The Buyer is obligated to obtain insurance against damage to the Items being shipped. Unless otherwise specified, the Items will be shipped in the standard Seller commercial packaging. When special packing is required or, in the opinion of the Seller, required under the circumstances, the cost of the special packaging, if not set forth on the invoice, will be separately invoiced. Claims or tracers upon the carrier must be filed by the Buyer and the Seller may, in its discretion, assist in tracing shipments upon request. 3. Changes. The Buyer may not cancel any orders, revise quantity, deviate from specifications or from the Seller's shipping schedules, unless and only by mutual agreement as to recovery by the Seller from the Buyer for applicable expenses incurred and/or commitments made by the Seller in proceeding towards the faithful execution of any orders. The Buyer may delay shipment one time only, for up to thirty (30) days without penalty, provided that notice of such delay is submitted in writing to the Seller at least thirty (30) days prior to the original scheduled shipment date. 4. Force Majeure. The Seller will not be liable for any delay in the performance or for non-performance in whole or in part caused by the occurrences of any event or occurrence beyond the reasonable control of the Seller or its suppliers, including but not limited to: acts of God; laws, orders, rules, regulations, acts and restraints of armies, militaries, enemies, terrorists, and Governmental Authorities; war, revolutions, mobilization, political and civil unrest or insurrection, embargoes, disturbances and riots; epidemics, outbreak of disease and quarantine; inclement weather including floods, storms, tornados, hurricanes, tsunamis, earthquakes, volcanic eruptions and landslides; explosions and fire; labor issues including disputes, walkouts, strikes, slowdowns, lockouts and picketing; damage, destruction or expropriation of property; delays or defaults in or caused by, and shortages of, power, water, transportation and common carriers, facilities, labor, subcontractors, items, materials and supplies; breakdowns in or the loss of production; non-availability of relevant markets and the state of the marketplace. 5. No Warranties. The items are provided "as is", "where is" with all faults, and Seller makes no express or implied representations or warranties, of any kind related to the items. 6. Limitation of Liability. Except as expressly provided herein and to the maximum extent permitted by any applicable law, the Buyer waives, releases and disclaims, all undertakings representations, warranties (express or implied), obligations and liabilities of the Seller and all other remedies, rights and claims against the Seller, arising by law, statute or otherwise, with respect to the Items and any other items subject or related to, or associated with, the sale, including, any warranty of merchantability or fitness for a particular purpose, any warranty arising from course of performance, course of dealing or usage of trade, any obligation, liability, right, remedy or claim in tort, despite any fault, negligence, omission or strict liability of the Supplier (whether active, passive or imputed). 7. Disclaimer. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, COVER, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INCLUDING LOSS OF REVENUE, PROFITS, OR BUSINESS, ANY LOSS OF GOODWILL OR REPUTATION, OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES, EVEN IF THE SELLER OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF THE SELLER TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE) ARISING FROM THESE SELLER TERMS AND THE SALE OF ITEMS CONDUCTED ON WWW.AUCTO.COM, THE PURCHASE OR USE OF ITEMS, EXCEED, IN THE AGGREGATE, \$100.00. 8. Termination. Upon acceptance of the sale by the Seller, the agreement may not be terminated by the Buyer without the Seller's written consent. If the Seller consents to such termination, the Buyer will be liable for termination charges including, without limitation, a price adjustment based on all costs, direct, incurred and committed for this contract together with reasonable allowance for prorated expenses and anticipated profits. 9. Seller's Right to Terminate. The Seller has the right to cancel a sale if (i) the Buyer breaches any of its obligations outlined herein, the Bidder Terms, or Aucto Website Terms and Conditions, or (ii) in the Seller's sole judgment, the Buyer's financial condition does not justify the terms of payment applicable from the time to time and the Buyer will not immediately comply with any modification of payment terms required by the Seller. If the Seller exercises such right to terminate, the Buyer will be liable for the charges and costs referred to in Section 9 above and any other remedies the Seller may have hereunder or at law. 10. Waiver. In the event of any default under or breach of the contract by the Buyer, the Seller has the right to refuse to make further shipments. The Seller's failure to enforce at any time or for any period of time the provisions of this agreement will not constitute a waiver of such provisions or of the right of the Seller to enforce each and every provision. 11. Severability. Each Section of these Seller Terms are distinct and severable. If any Section, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, will not affect the legality, validity or enforceability of the remaining Sections of the Seller Terms, in whole or in part.

## Payment Terms:

All payments must be made through the Aucto Payment Gateway (APG). Buyers have below options to send payments: - Wire Transfer - ACH - Automated Clearing House (US) - EFT - Electronic Funds Transfer (Canada) - Credit Card (ONLY available for sale orders less than 5000 USD) - Instructions will be available via APG to winners after a sale has concluded. Aucto will NOT accept Cash, Check, E-Check, Cashier's Check or Bank Drafts as payment options. Unless specified by the seller in the "Sale Terms", all payments are due within 24 hours of a sale order being delivered.

## Removal Terms:

You agree to remove the Equipment no later than eight (8) business days after availability of the Item Release. Failure to do so may result in relocation and/or further storage of the item at your expense. Further, if you fail to remove the Equipment after sixty (60) days, the Equipment may be deemed abandoned and disposed of as NRTC may determine in its sole discretion.

## Payment Instructions:

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