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Indirect Materials List of Mustang Power Control Room ABB Boards

Online Auction

12:00pm CST on Tuesday 30th November 2021

Malark Logistics

9100 85th Ave N.,, brooklyn park, Minnesota, United States, 55445

Asset Locations:

1937 County RD 390, Denver City, Texas, United States, 79323

Lot #	Description	Current Bid	Notes
101	INVENTORY LIST OF ABB BOARDS FROM CONTROL ROOM CHANGE OUT	\$15,000.00	

Inspection Information:

These BIDDER'S TERMS (these "Bidder's Terms") govern your access and use of www.aucto.com (the "Site" or "Website"), operated by Aucto Inc. (collectively with its affiliates and subsidiaries, "Aucto", "we", "our" or "us") and the services set forth therein. These Bidder's Terms are in addition to Aucto's Privacy Policy, the Aucto Website Terms and Conditions, any Seller's Terms, and the terms and conditions of any other agreement you may have with Aucto for products, services or otherwise. In the event of a conflict between these Bidder's Terms and any such other agreement, the other agreement will control. You, the user, accept these Bidder's Terms by using the Site and/or clicking below, effective immediately upon such acceptance (the "Effective Date").

I. Definitions. (a) "Absentee Bid" means a bid placed automatically by Aucto's bidding technology on behalf of a Bidder up to the Bidder's Max Bid. (b) "Bidder" means a person holding a Verified Bidder Account. (c) "Max Bid" means the highest amount entered by a Bidder that the Bidder is willing to pay for a lot in an Online Auction or Webcast Auction. (d) "Online Auction" means an auction event where all bidders are required to bid online only. (e) "Seller" means a person or entity approved to sell on the Site. (f) "Services" means (i) browsing the Site; (ii) communicating with Sellers; (iii) bidding in Online Auctions and Webcast Auctions, upon approval from Sellers; (iv) purchasing items for sale; (v) using Aucto's Bidder Portal to manage bids, purchases, payments and shipments; and (vi) using Aucto's Payment Distributor to pay for purchases. (g) "Verified Bidder Account" means a purchasing account which is verified by Aucto upon receiving a valid and accepted credit card. Verified Bidder Account holders can purchase items from Aucto's Marketplace and register for Online Auctions and Webcast Auctions. (h) "Webcast Auction" means an auction event where bidders may bid online or bid in person.

II. Account and User Access. (a) To access and use the Services, you must hold a Verified Bidder Account on the Site, in accordance with and subject to the Aucto Website Terms and Conditions. Any reference to a user account in the Aucto Website Terms and Conditions shall also include Verified Bidder Accounts. (b) Aucto reserves the right to remove or alter all or a part of the Services at its sole discretion; with or without notice to the Bidder. (c) You acknowledge and agree that Aucto's ability to provide the Services may be hindered or interrupted by technical problems caused as a result of internet connectivity issues, faults in Aucto's Website, network, technology, servers, software and hardware or errors caused by Aucto's Auction Controller staff ("Technical Malfunctions"). Under no circumstances, shall Aucto be liable to the Bidder, its affiliates or any third party for any damages, real or perceived, caused by Technical Malfunctions.

III. Seller Approval. (a) Each Seller hosting an Online Auction and/or Webcast Auction on the Site reserves the right to review Bidder profiles and accept or reject Bidders to participate in their event at Seller's sole discretion. (b) Each Seller reserves the right to request additional information or a monetary deposit as a condition to approve a Bidder to participate in their sale event. (c) Aucto is not a party to any agreement made between a Bidder and a Seller.

IV. Placing Bids. (a) Upon approval from the Seller, Bidders may place bids on the lot(s) they wish to purchase in Online Auctions or Webcast Auctions. At the time of auction expiration, the Bidder with the highest bid on each lot will be considered the winning Bidder, pending approval from the Seller. (b) You may place a Max Bid on a lot in an Online Auction or Webcast Auction. When you place a Max Bid, Aucto's bidding technology will automatically place Absentee Bids on your behalf on that lot up to the Max Bid. (c) Online Auctions on Aucto may have a time extension. If a bid is placed on a lot in the last minute prior to the time expiring on that lot, the bidding time on that lot will be extended for a pre-determined period of time. (d) In a Webcast Auction, Aucto will communicate the leading online bid to the Seller. You acknowledge and agree that any bid you place is subject to the approval of the Seller. The Seller reserves the ultimate right to accept or reject any bid communicated by Aucto on your behalf. (e) Once a bid is placed, it is considered final and binding. A Bidder may not remove or cancel a placed bid without express permission from the Seller. (f) By placing a bid on a lot, the Bidder acknowledges and agrees to abide by all terms set forth in this agreement and the Seller's Terms. (g) The Seller may choose to publish the auction results at the time of auction expiration. You acknowledge and agree that bids placed by you on the Site may be visible to public on Aucto.com. (h) You acknowledge that an auction event or lot for sale may be removed from the Site and excluded from a sale at the Seller's sole discretion.

V. Purchase and Sale Agreements; Disclaimers. (a) If you are the winning Bidder in any auction, or if you purchase an item from the Site, you will be entering into a purchase and sale agreement directly with the Seller. You as the Bidder assume all risk and liability associated with any agreement you enter into with a Seller on the Site. (b) Aucto has no control over items sold on the Site and Aucto does not review or evaluate the condition, quality or origins of the items sold or verify the claims made by each seller regarding its items listed for sale on the Site. (c) Aucto has no control over the terms governing each sale event set out by Sellers on the Site (the "Seller's Terms"). (d) AUCTO IS NOT A SELLER ON THE SITE AND IS NOT A PARTY TO ANY PURCHASE AND SALE CONTRACT YOU ENTER INTO WITH ANY SELLER ON THE SITE. (e) AUCTO EXPRESSLY DISCLAIMS ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ON ANY ITEMS LISTED FOR SALE ON THE SITE. ALL ITEMS SHOULD BE CONSIDERED IN "AS-IS, WHERE-IS" CONDITION UNLESS STATED OTHERWISE BY THE SELLER. (f) Aucto shall not be held liable for any act or omission of any Seller on the Site.

VI. Fees. (a) Aucto does not charge any registration fees to Bidders for registering an account on the Site. (b) You hereby acknowledge and agree that any item you bid on or purchase on the Site may be subject to the following charges; in addition to the bid amount: (i) Taxes (defined below); (ii) shipping, handling and removal charges charged by the Seller; (iii) a Buyer's Premium charged by the Seller and listed on the item page on the Site; OR an Aucto Buyer's Premium, charged by Aucto and listed on the item page on the Site; and (iv) all other charges as listed in the Seller's Terms and/or on the item page on the Site. (c) You shall be solely responsible for and shall pay when due any sales, use, transfer, excise, VAT, or other federal, state, local or foreign taxes, duties, tariffs, fees or other assessments (and related interest and penalties) (collectively, "Taxes") applicable to your acts or omissions related to your use of the Site, including but not limited to your purchase and/or sale of equipment and/or goods through the Site. You hereby agree to indemnify, defend and hold harmless Aucto from any and all obligation or liability to pay such Taxes. (d) Sellers have the option to utilize Aucto Payment Gateway to process payments. With Aucto Payment Gateway, Buyers will have the option to pay via wire transfer or credit cards (VISA, MasterCard, Discover, or American Express). Paying via credit cards will only be available for orders under \$5000.

VII. Payment of Aucto Buyer's Premium. (a) Some items available for sale on the Site may be subject to an Aucto Buyer's Premium. If applicable, the amount of the Aucto Buyer's Premium will be clearly displayed when you place a bid on the item or add the item to your cart. (b) Any Aucto Buyer's Premium due will be invoiced along with your purchase and is due immediately upon receipt of invoice. (c) The Aucto Buyer's Premium is paid automatically to Aucto when a Bidder makes a payment to the Seller using Aucto's Payment Distributor. You acknowledge and agree to pay to Aucto the Aucto Buyer's Premium due. You further acknowledge and agree that any Aucto Buyer's Premium due will be automatically deducted from the payment you make to the Seller.

VIII. Bidder Obligations. (a) You agree to comply with all obligations set forth in the Aucto Website Terms and Conditions and Privacy Policy. (b) You acknowledge and agree that you are solely responsible for performing any due diligence on any item you wish you to bid on or purchase on the Site. (c) Placing a bid in an auction-style event, making an offer to purchase, or committing to buy an item on the Site is a legally binding obligation. If you are the successful buyer, you agree to pay the amount of your bid, plus all applicable taxes and charges and any buyer's premium, in the time and manner designated by the Seller and as set forth herein. (d) You further agree to comply with the Seller's Terms, as posted on each particular auction, liquidation, or sale, and with all applicable laws, rules, and

regulations. If you fail to pay any amounts owed, Aucto may, in its sole discretion, temporarily or permanently terminate your user account and/or deny you access to the Site, and Aucto expressly reserves the right to exercise any and all rights, and pursue any and all legal remedies, that it may have, in law or equity. (e) You acknowledge and agree that Aucto will not, at any time, act as an agent on behalf of any Bidder or Seller. (f) You acknowledge and agree that Aucto monitors a Bidder's bidding history, login history, IP address and other browsing history which it may make available to a Seller upon request. IX. Modifications. We reserve the right to alter, modify or change these Bidder's Terms, our products, services or any other content of the Site, at any time and in our sole discretion. We do not, however, make any commitment to update such materials. Any alteration, modification or change will be effective immediately upon posting on the website, and you waive any right you may have to receive specific notice of such alteration, modification or change. Frequently review these Bidder's Terms and all applicable policies to understand the terms and conditions that apply to your use of the Site. If you do not agree with these Bidder's Terms, or to any alteration, modification or change, you must stop using the Site and Services. Your continued use of the Site or any service from Aucto following the posting of any alterations, modifications or changes constitutes your acceptance. X. Governing Law; Venue. These Bidder's Terms shall be governed by and construed under the laws of the State of Ohio without regard to any conflicts of laws principles. Any claims or disputes regarding these Bidder's Terms shall be exclusively heard in the state courts of the State of Ohio, Fulton County or in the U.S. District Court, Northern District of Ohio, and the parties hereto consent to the exclusive personal jurisdiction of venue in such court. The parties waive any defense based upon forum non conveniens, lack of jurisdiction and they hereby waive trial by jury. XI. Miscellaneous. You shall not assign any of your rights or delegate any of your duties or obligations under these Bidder's Terms, whether by operation of law or otherwise, without the prior written consent of Aucto. The headings in these Bidder's Terms are for reference only and shall not affect the interpretation of these Bidder's Terms. No agency, partnership, joint venture, or employment relationship is intended or created by these Bidder's Terms. If any provision of these Bidder's Terms are held invalid or unenforceable in any respect, the parties agree that such term or provision will be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law, and the remainder of these Bidder's Terms and all other provisions hereof will not be affected thereby. No failure or delay in exercising any right under these Bidder's Terms shall operate as a waiver of such right, and no single or partial exercise of any such right shall preclude any other or further exercise of such right or any other right. The provisions of these Bidder's Terms shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, and permitted assigns.

Sales Terms:

TERMS AND CONDITIONS: PLEASE READ ALL TERMS & CONDITIONS PRIOR TO BIDDING! THESE TERMS AND CONDITIONS govern the relationship between you (the "Purchaser") and NRG Energy LLC. (the "Auctioneer"). PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY, THE AUCTIONEER WILL NOT WAIVE ANY TERM OR CONDITION CONTAINED HEREIN AND PUTS ALL PURCHASERS ON STRICT NOTICE THAT THESE TERMS SHALL BE ENFORCED. IMPORTANT NOTICE: UNLESS OTHERWISE STATED, ALL EQUIPMENT, PROPERTY, AND MATERIALS OFFERED FOR AUCTION (the "items") ARE LOCATED IN Houston Texas. INSPECTION MAY ONLY TAKE PLACE IN Houston Texas BY APPOINTMENT ONLY. 1. REMOVAL: Purchaser is responsible for removal of item(s). Items can only be removed once full payment including removal costs is received. The purchaser is responsible for paying all fees associated with removal and/or dismantling. The Purchaser hereby indemnifies and holds the Auctioneer harmless against removal fees, dismantling fees and/or delayed removal not being posted or announced whether known or unknown by the auctioneer. Items are being sold in AS-IS, WHERE-IS condition. Upon failure of Purchaser to collect goods within time specified as posted or announced, the Auctioneer shall have the option in its sole discretion of removing and storing the purchased items at the expense and risk of the Purchaser or may resell the purchased items without notice at public sale or otherwise dispose of goods at the sole risk and expense of the Purchaser. The Purchaser shall remain liable for any losses, expenses and damages arising from the Purchaser's failure to make payment or to obtain the purchased items within the time specified by the Auctioneer. The Purchaser hereby indemnifies and holds the Auctioneer harmless against all losses, damages, expenses, including legal fees and transportation expenses arising directly or indirectly from the Purchaser's failure to make timely payment or to pick up purchased items within the time(s) specified by the Auctioneer. 2. IDENTIFICATION: All potential Purchasers are required to register prior to becoming an "Approved Purchaser". All Purchasers are required to give their full name or business name; permanent street address (P.O. Boxes will NOT be accepted or approved); phone number(s); email address, valid credit card and website, if applicable. The information collected by the Auctioneer shall be used for the purposes of verifying identity of the successful Purchasers on certain lots of items, to enforce the terms of the auction, and for collection measures on failure to pay or to pick up purchased items on the part of the Purchasers. The auctioneer complies with relevant privacy legislation. 3. DEPOSITS AND PAYMENT: All Purchasers outside of North America will be required to pay a deposit of \$1000.00 USD as part of the registration process. The deposit will be refunded in full if the Purchaser is not the successful winner to any lots. If the Purchaser has won equipment the deposit will be applied to the final invoice and the Purchaser will be required to pay the difference if a balance remains. Full payment is due within 23 hours of receipt of invoice. Only wire transfer, credit card and PayPal are accepted payment methods. Additional payment processing charges may apply for invoiced paid via nd authentic or not and no compensation shall be paid for same. The Purchaser shall indemnify and hold the Auctioneer harmless against any incorrectness, error, or imperfection not noted in the online catalogue whether known or unknown by the Auctioneer. No deduction will be allowed on damaged articles as all goods being exposed for public exhibition are sold "as is" and without recourse. 4. NO WARRANTIES - All property is sold "as is" and the Auctioneer makes no warranties or representations (express, implied or otherwise) regarding merchantability, fitness, use, operation, or quality of the property and no statement anywhere shall be deemed such a warranty, representation or condition. Prospective Purchasers should inspect the property before bidding to determine its condition and quality. Each lot is sold by the Auctioneer with all faults and defects and with all errors of description and is to be taken and paid for whether genuine and authentic or not and no compensation shall be paid for same. The Purchaser shall indemnify and hold the Auctioneer harmless against any incorrectness, error, or imperfection not noted in the online catalogue whether known or unknown by the Auctioneer. No deduction will be allowed on damaged articles as all goods being exposed for public exhibition are sold "as is" and without recourse. 5. COMPLIANCE WITH TERMS OF SALE: In default of payment of the purchase price in full within the time therein specified, lots not paid for and removed within the time allowed herein may be resold at public or private sale without further notice (by the auctioneer), and any deficiency, together with all expenses and charges of resale including legal fees, will be charged to the defaulting Purchaser. 6. RIGHTS RESERVED: The Auctioneer reserves the right to reject any bid. The highest Purchaser acknowledged by the auctioneer will be the purchaser. In the event of any dispute between Purchasers, or in the event of doubt on the part of us as to the validity of any bid, the auctioneer will have the final discretion either to determine the successful Purchaser or to reoffer and resell the article in dispute. If any dispute arises after the sale, the Auctioneer's sale record is conclusive. The Auctioneer further reserves the right to withdraw any item(s) at any time before or after the actual sale. 7. OWNERSHIP: All items become the sole responsibility of the purchaser immediately at the expiry of the time allotted for the item. Although the Auctioneer will exhibit reasonable care to safeguard purchases, until removed by purchaser, no refunds or adjustments will be allowed for any shortages. If you believe you are entitled to an adjustment to your invoice due to missing or damaged item(s), you must report the problem to the Auction Coordinator. Once the equipment has left the building, there will be no adjustments. If for any reason whatsoever a purchased item as bid cannot be delivered within that period of time of delivery provided for at the sale, the Buyer expressly waives any liability on the part of the Auctioneer and further agrees that any obligation with respect thereto shall be limited to the bid and paid for price for said purchased items. 8. PERSONAL AND PROPERTY RISK: Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release and indemnify the Auctioneer from liability therefore. Neither the Auctioneer nor its principal, consignor, agents, employees, directors, or officers shall be liable by reason of any defect in or condition of the premises in which the sale is held. 9. BUYER'S PREMIUM: Buyer's premium applies to all purchases in the amount stated above. 10. RECORDS: The record of sale kept by the Auctioneer will be taken as final in the event of any dispute. 11. BIDS: The Auctioneer shall serve as regulator and arbitrator on all matters relating to bidding. No bidder may retract a bid. 12. THE BUYER does hereby assume and does agree to indemnify and hold the Auctioneer and Seller harmless from any future claim, which shall pertain to the fitness or use of that asset as being purchased. 13. PACKAGING AND HANDLING: Purchaser is responsible for all costs associated with removal, dismantling, packaging and shipping the items. 14. SHIPPING: The Auctioneer will contact the Purchaser for shipping arrangements ONLY when the equipment has been paid in full AND the auctioneer has completed preparing the items for shipping. All pickups are by appointment only. The Purchaser will be responsible for providing all shipping related documentation to the Auctioneer upon being notified that the purchased equipment is ready for delivery. All items must be picked up within 7 business days upon being notified that equipment is ready for delivery. The Auctioneer will regard the equipment as abandoned if Purchaser fails to retrieve the equipment after 7 business days. 15. DISMANTLING: All items are sold in AS-IS, WHERE-IS condition. Any onsite work must be completed by a rigging company that is qualified, meets the qualifications to work onsite and has been approved the Auctioneer. The Purchaser is responsible for all costs associated with dismantling, packaging, removal and shipping of items. The Auctioneer, unless announced or made public, will not dismantle any products or items listed in the auction. 16. ADDITIONAL TERMS AND CONDITIONS: Additional terms or conditions of sale may be added by Auctioneer by announcement or posted on the premises prior to the auction.

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:

REMOVAL: All items are sold in AS-IS, WHERE-IS condition. Any onsite work must be completed by a rigging company that meets the qualifications to work onsite and has been approved the Auctioneer. The Purchaser is responsible for all costs associated with dismantling, packaging, removal and shipping of items. The Auctioneer, unless announced or made public, will not dismantle any products or items listed in the auction. The Purchaser hereby indemnifies and holds the Auctioneer harmless against removal fees and/or delayed removal not being posted or announced whether known or unknown by the auctioneer. Upon failure of Purchaser to collect goods within time specified as posted or announced, the Auctioneer shall have the option in its sole discretion of removing and storing the purchased items at the expense and risk of the Purchaser or may resell the purchased items without notice at public sale or otherwise dispose of goods at the sole risk and expense of the Purchaser. The Purchaser shall remain liable for any losses, expenses and damages arising from the Purchaser's failure to make payment or to obtain the purchased items within the time specified by the Auctioneer. The Purchaser hereby indemnifies and holds the Auctioneer harmless against all losses, damages, expenses, including legal fees and transportation expenses arising directly or indirectly from the Purchaser's failure to make timely payment or to pick up purchased items within the time(s) specified by the Auctioneer. Payment Terms Payments will be made through the Aucto Payment Gateway. Paying via credit cards will only be available for orders under \$5000.

Payment Instructions:

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