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Indirect Material List GM Mexico / Lista de Material Indirecto GM México

Online Auction

2:00pm CST on Thursday 20th January 2022

General Motors Holdings LLC

300 Renaissance Center, MC 482-C14-C66, Detroit, Michigan, United States, 48265-3000

Asset Locations:

BLVD MAGNA 1935, Ramos Arizpe, Coahuila, Mexico, 25903

Lot #	Description	Current Bid	Notes
600102	Indirect Material List Ramos Plant / Lista de materiales indirectos Planta Ramos	\$12,000.00	

Inspection Information:

Inspection will be by appointment only. Please use the Aucto site for all requests. Sold - "as is / where is" - Buyer should take the opportunity to view lots as no adjustments will be made once purchased. GMM will load material onto buyers transport. GMM will try to make sure that material is packaged for removal, however, GM does not guarantee that material will be in proper packaging for travel.

TERMS AND CONDITION OF SALE i. GMM desires to sell the machinery and equipment listed and identified on Exhibit "A" (the "M&E"). ii. Buyer is willing to purchase the M&E in accordance with the terms and conditions of this Agreement stating its capacity to fulfil the necessary requirements, infrastructure and qualified personnel in order to provide such services in the terms specified herein. iii. Buyer acknowledges that some M&E, their components, software or related technologies may require a license or special permit issued by the Government of the United States of America or any other foreign authority in order to be exported and imported to the relevant country. iv. In consideration of the premises, and other good and valuable considerations received and to be received, Buyer and GMM agree as follows: I. Sale of M&E; Purchase Price. Following payment of the purchase price, GMM will give Buyer at least eight (8) business days advance notice of the date on which the M&E will be ready for loading (the "Loading Date"). GMM shall have no liability to Buyer, or anyone claiming through Buyer, for its failure to deliver the M&E on that date even if due to the negligence of GMM or its agents. b. The parties expressly agree that all fiscal contributions (federal, state, and/or municipal) caused or generated by or on the occasion of the execution of this Agreement, shall be paid by the Party to which it corresponds, in accordance with the applicable tax laws in force in the Mexican Republic II. Delivery; Right of Access; Risk of Loss. The sale of the M&E is FCA GMM facility in one of our plants. Delivery of the M&E will take place, and title and risk of loss to the M&E will pass from GMM to Buyer, upon the loading of the M&E onto the trucks of the carrier selected by Buyer. GMM is responsible for disconnecting, dismantling, preparation for shipment, and loading of the M&E onto the carrier's truck GMM shall bear the risk of loss of the M&E until such time as it is delivered to the Buyer; provided however, that in the event such property is 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, but GMM shall have no other liability to the Buyer with respect to such lost or damaged property. GMM will permit Buyer to have reasonable access to its facilities, during normal business hours, to permit Buyer to perform its obligations under this Agreement. Buyer shall give one (1) day's prior notice and make such other arrangements (i.e., obtaining passes and identifying access areas) prior to the visit. Buyer and its employees and agents must always comply with all the plant's rules and regulations, including, but not limited to all environmental requirements of the GMM facility's environmental staff and safety GMM's policies, provisions and/or requirements. Buyer acknowledges that failure to fulfill any policy, provision and/or requirement shall be considered as a breach to this Agreement and may grant GMM the right to terminate it III. Opportunity to Inspect; Disclaimer of Warranties. Buyer acknowledges that it has been afforded a full and complete opportunity to inspect and investigate the M&E, and is purchasing the M&E "as is," based solely upon its own evaluation of the M&E. GMM warrants that it is the owner of the M&E, free and clear of any liens or other encumbrances. Except for warranty of title, the M&E is sold AS IS, WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR ANY WARRANTY OF NONINFRINGEMENT OF THE PROPRIETARY RIGHTS OF THIRD PARTIES; GM DISCLAIMS, AND BUYER WAIVES, ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR DEMAND IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PATENT INFRINGEMENT, OR OTHERWISE WITH RESPECT TO THE M&E. Without limiting the generality of the foregoing, Buyer acknowledges and agrees that GMM neither represents nor warrants that the M&E will operate satisfactorily in Buyer's facilities or that the M&E will 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 IV. Limitation of Liability GMM 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 M&E BY ANY PERSON, WHETHER OCCASIONED BY BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, ENVIRONMENTAL PATENT INFRINGEMENT, OR OTHERWISE. V. Indemnification. Buyer, at its sole expense, shall defend, indemnify and hold harmless GMM, 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 M&E, or any products produced from or with the M&E after delivery of the M&E to Buyer. VI. Insurance. Buyer shall obtain and maintain, at its sole expense, the following types of insurance coverages or any insurance coverage available in the market at the place this Agreement will be effective, with similar or equivalent with minimum limits as set forth below: Commercial General Liability on an occurrence form covering liability arising from premises, operations, independent contractors, products completed operations, personal and advertising injury and blanket contractual liability - \$5,000,000 each occurrence. Comprehensive Automobile Liability covering all owned, hired, and non-owned vehicles at a limit of not less than \$5,000,000 each accident, including all statutory coverages for all states of operation. C. Workers Compensation - statutory limits for all states of operation. Employers Liability - \$500,000 each employee for bodily injury by accident and \$500,000 each employee for bodily injury by disease. All policies of insurance procured by Buyer will be written as primary policies, not contributing with nor in excess of coverage that GMM may carry. If the Buyer's liability policies do not contain the standard separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage. Buyer shall provide GMM with certificates of insurance evidencing such coverages, naming GMM an additional insured on all liability policies (except Workers' Compensation and Employers' Liability). The certificates shall provide that GMM will receive 30 days' prior written notice from the insurer of any termination or material reduction in the amount or scope of coverage. Such certificates shall be in a form acceptable to GMM and must be underwritten by insurance company(ies) satisfactory to GMM. All insurance policies shall be issued by companies authorized to do business under the laws of the state(s) in which the M&E is to be sold, handled, or distributed. By requiring insurance, GMM does not represent that coverage and limits will necessarily be adequate to protect Buyer. The purchase of appropriate insurance coverage by Buyer or the furnishing of the certificates of insurance shall not release Buyer from its obligations or liabilities under this Agreement. Buyer waives all rights against GMM, its officers, directors, employees and agents, for recovery of damages to the extent such damages are covered by the insurance required. Buyer shall cause each subcontractor employed by Buyer to purchase and maintain the insurance required. When requested by GMM, Buyer shall furnish copies of certificates of insurance evidencing coverage for each subcontractor. VII. Environmental Matters. Buyer shall comply with all environmental federal, state, or local laws, ordinances, regulations, or standards all environmental laws, regulations, ordinances or any other applicable environmental provision. Buyer accepts and warrants the full fulfillment of the environmental regulations. GMM hereby informs and Buyer acknowledge that the M&E may contain polychlorinated biphenyl's (PCBs) and therefore, the use, disposal and distribution in commerce, including the import and export, of these PCBs Item(s) may be subject to

specific requirements under the relevant regulations. Some states and local governments may have additional regulatory requirements on the use, disposal and distribution in commerce of PCBs. Once title to the M&E is transferred to Buyer from GMM, Buyer agrees to use, store, mark, handle, transport and/or properly dispose of the material in an environmentally safe manner and in compliance with all applicable federal, state and local laws, regulations, ordinances, etc. Buyer represents that the M&E is usable, valuable and that Buyer has an intended use for the M&E. If, subsequent to transfer of title to Buyer, Buyer forms an intent to dispose of any of the M&E, Buyer agrees to conduct any disposal activities in compliance with all laws. Export. Additional to any other provision stated in Exhibit B, Buyer agrees to comply with all applicable export control and sanctions laws and regulations of Mexico, the United States of America, or member of the States of the European Union, and any other relevant country (the "Export Control Laws"). Buyer will not violate and will not cause GMM to violate any Export Control Laws (e.g. by transshipping goods through, or supplying goods or services from, sanctioned countries). Buyer shall provide to GMM the appropriate ECCN classifications of any software, hardware or services included in or related to this agreement and provide an ERN or CCATS number when applicable. Licenses or other authorizations required for the export of goods or services will be the responsibility of Buyer. Buyer shall consult with the relevant authorities regarding any questions relating to compliance with the Export Administration Regulations. IX. Patents, Trade Names, and Trademarks. GMM shall not be liable for infringement by Buyer, its subsidiaries, affiliated companies, agents, transferees, assignees, or vendees, of any patent or patent rights owned by or controlled by others, and GMM shall have no responsibility for any device produced and/or sold by Buyer, its subsidiaries, affiliated companies, agents, transferees, assignees, or vendees, or for any claims of any and all third parties with respect to any product(s) produced and/or sold by Buyer, its subsidiaries, affiliated companies, agents, transferees, assignees, or vendees, arising out of the use of the M&E. Except as set forth on Exhibit A, this Agreement does not include any sale, transfer, or assignment of any patents, licenses, or technical information with respect to the M&E. Technical information includes, but is not limited to, drawings of the M&E, reproducible product engineering drawings and bills of materials, material specifications, and process specifications. Buyer acknowledges that it is not acquiring any rights in or to any trade names or trademarks of GMM under this Agreement, and agrees not to use any trade name or trademark of GMM in connection with the manufacture, sale, or service of any product(s) resulting from or created with the M&E. Buyer shall conspicuously mark and identify any products produced by it utilizing the M&E as being the products of Buyer. X. General Provisions GMM and Buyer are independent contracting parties and nothing in this Agreement makes either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Neither party may transfer or assign or attempt to transfer or assign any right, or transfer or delegate any obligation or responsibility under this Agreement, without the prior written consent of the other party. Each party will be temporarily excused from performing its obligations under this Agreement for so long a such performance is prevented or delayed by any event of Force Majeure. The term "Force Majeure," for purposes of this Agreement, includes: (i) any strike, lockout or labor dispute at the plant of a party or its suppliers, (ii) any shortage of curtailment of utilities, materials or transportation, (iii) any act or omission of any government authority, or (iv) any other cause beyond the reasonable control of a party. A party affected by an event of Force Majeure shall promptly notify the other party and shall use its best efforts to overcome and mitigate such event of Force Majeure. If either party is prevented from performing its obligations by reason of an event of Force Majeure for a period of three (3) months or more, then either party may terminate this Agreement by so notifying the other party. 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 M&E or goods produced with the M&E, 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 M&E or goods produced with the M&E. At GMM's request, Buyer shall certify in writing its compliance with the foregoing. This agreement shall be governed by the laws and jurisdiction of Mexico City, without regard to its conflict of law's provisions. Any action or proceedings by GMM against Buyer may be brought by GMM in any court(s) having jurisdiction over Buyer or, at GMM's option, in the court(s) having jurisdiction over GMM's location, in which event Buyer consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Buyer against GMM may be brought by Buyer only in the court(s) having jurisdiction over the GMM plant where the property is located. All notices will be in writing and will be deemed duly given when personally delivered, or sent by registered or certified mail, return receipt requested, by prepaid recognized overnight delivery service, or by facsimile confirmed by letter, to the other party at the addresses set forth in the first paragraph of this Agreement, or to such other address or either party may from time to time designate in a notice similarly given. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements and negotiations. This Agreement 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. EXPORT COMPLIANCE This Export Compliance is applicable to ("Buyer") and any subsidiary or affiliated company. Buyer understands that the part(s), hardware, software and/or technology purchased from General Motors may be subject to United States and/or Mexico export control and sanctions laws, regulations, order and requirements, as they may be amended from time to time. Buyer hereby represent and certifies that Buyer assumes responsibility for compliance with all U.S., Mexico and applicable export laws and regulations. Furthermore, any art(s), hardware, software, and/or technology purchased from General Motors will not be, directly or indirectly: B. Exported, re-exported, released, transferred, sold, supplied, and/or transferred In violation of any applicable export control law, rule, regulation and/or sanction. C. Shipped or transshipped to any country currently under an embargo by U.S. government agency (Cuba, Iran, North Korea, Sudan, Syria and the Crimea region of Ukraine). D. Used in the design, development, production, stockpiling, handling, operation, maintenance, or storage, detection, identifications, disseminations, or use of nuclear devices, missiles which includes civil use rockets, launch vehicles and unmanned air vehicles, or chemical or biological weapons. E. Transferred or disclose to any individual or entity identified on a U.S: government restricted party list; or F. 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 Buyer first obtaining all required licenses and approvals. G. End-Use Representation NOTE: GMM 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 GMM FOR REVIEW AND ACCEPTANCE.

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. Please submit tax exemption forms to payments@aucto.com with your sale-order number in the subject line.

Removal Terms:

• Buyer is responsible for scheduling logistics and providing shipping related documents to the seller. • Buyer should provide seller with BOL and time of arrival to ensure no delays during pick up. • If Buyer personally picks up, they must follow all COVID-19 rules set out by seller. • Payment must be made in full before removal. • All buyers and/or representatives will need to abide by General Motors Covid19 guidelines and adhere to all safety instructions while on any GMM facility. • ***Buyer is responsible for arranging full logistics, parts are on pallets meant for shipping within Mexico only and not for exporting. Buyers outside of Mexico will be fully responsible for arranging proper export of items outside of Mexico, including proper packaging, paperwork, taxes, etc....GM will assist only with loading of parts/pallets onto the prospective buyers truck/vehicle*** • ***Sales tax apply to all buyers within Mexico and outside of Mexico, no exceptions*** • ***items must be paid in full and removed from premises before or by January 27th***

Payment Instructions:

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