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No Reserve Surplus Sale of Trucks, Trailers & Forklifts

Online Auction

2:00pm EDT on Thursday 28th April 2022

Linde

175 East Park Drive, Tonawanda, New York, United States, 14150-7891

Asset Locations:

175 East Park Drive, Tonawanda, New York, United States, 14150-7891

15150 Nautique Way, Houston, Texas, United States, 77047

9 Judith Lane, Cahokia, Illinois, United States, 62206

363 Ottawa St, Muskegon, Michigan, United States, 49442

2107 Broussard St., Tyler, Texas, United States, 75701

1806 Federal Road, Houston, Texas, United States, 77015

Lot #	Description	Current Bid	Notes
10619	2006 Ford Stakebed	\$2,700.00	
3A-25	1970 Western Tube Rack	\$100.00	
CBZZ187	1999 Crown Electric Forklift	\$1,100.00	
CBZZ216	1993 Baker	\$125.00	
CB0009	2000 Crown Electric Forklift	\$325.00	
CB0614	2006 Hyster	\$1,500.00	

Inspection Information:

Inspections are by appointment ONLY! Contact Praxair/Linde through the Aucto messaging center for more information Inspection Terms: • 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:

Buyer acknowledges that the Surplus Material is sold "AS IS, WHERE IS, AND WITH ALL FAULTS." Seller warrants that it is the lawful owner of the Surplus Material, and Seller has the right to sell the Surplus Material. EXCEPT FOR WARRANTY OF TITLE AS PROVIDED IN THE UNIFORM COMMERCIAL CODE, THERE ARE NO WARRANTIES RELATING TO THE SURPLUS MATERIAL, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, OTHER THAN THOSE SPECIFIED HEREIN. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. SELLER DOES NOT WARRANT THAT ANY OF THE SURPLUS MATERIAL WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE OR REGULATION OF ANY STATE, MUNICIPALITY, OR JURISDICTION. BUYER ASSUMES ALL RISK AND LIABILITY FOR, AND SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER, ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES OF EVERY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, FOR PERSONAL INJURY, PROPERTY DAMAGE AND/OR DAMAGE TO THE ENVIRONMENT, WHICH ARE CAUSED BY OR ARISE OUT OF OR IN CONNECTION WITH ITS PURCHASE, POSSESSION, TRANSPORTATION, STORAGE, PROCESSING, MAINTENANCE, HANDLING, LABELING, USE, AND/OR DISPOSITION OF THE SURPLUS MATERIALS. IN ADDITION, BUYER HEREBY INDEMNIFIES AND HOLDS HARMLESS SELLER FROM AND AGAINST ANY AND ALL COSTS, FEES (INCLUDING REASONABLE LEGAL FEES AND EXPENSES), DAMAGES, LIABILITIES AND CLAIMS ARISING FROM ANY AND ALL SALES AND USE TAXES DUE IN CONNECTION WITH THE SALE, OWNERSHIP, USE OR TRANSFER OF THE SURPLUS MATERIAL AND PERSONAL PROPERTY TAXES RELATING TO THE SURPLUS MATERIAL THAT ARISE OR ACCRUE FROM AND AFTER THE EFFECTIVE DATE. Buyer acknowledges that Buyer has had an opportunity to inspect and test the Surplus Material and hereby accepts the Surplus Material in its present condition and further releases Seller from any present or future liability regarding the Surplus Material. Buyer hereby indemnifies and holds harmless Seller from and against any and all costs, fees (including reasonable legal fees and expenses), damages, liabilities and claims arising out of the injury to or death of persons, or damage to or destruction of property, damage to natural resources or the environment, or claims by any federal, state, or local governmental authority for natural resources, environmental, or pollution damages, in any manner caused by, resulting from, or connected with the Surplus Material and arising on or after the effective date hereof. THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ATTACHED HERETO. IN WITNESS WHEREOF, Buyer and Seller intending to be legally bound have by the signatures of their authorized representatives executed this Agreement in duplicate counterparts as of the Effective Date set forth above.

PRAXAIR, INC. [INSERT NAME OF BUYER] (Seller) (Buyer) By: _____ Name: _____ Title: _____ BILL OF SALE

ADDITIONAL TERMS These additional terms form part of the Bill of Sale executed by Buyer and Seller as of the Effective Date.

1. PAYMENT. Payment of the Purchase Price shall be made in immediately available funds as directed by Seller. If Buyer fails to make timely payment in accordance with the terms of this Agreement, or its financial responsibility becomes otherwise impaired, or if Buyer is otherwise in default of its obligations hereunder, Seller reserves the right, among other remedies, to refuse to deliver Surplus Equipment except for receipt of payment in full, and/or assess and collect from Buyer a monthly late charge on any delinquent balance equal to the lesser of eighteen percent (18%) per annum or the maximum charge permitted by law, and/or enter Buyer's premises and remove any Surplus Equipment located thereat with or without notice of legal process, and/or suspend Seller's performance under this Agreement or any other agreement among the parties hereto and/or terminate this Agreement. If any action is required to collect Buyer's delinquent account or otherwise enforce the terms and conditions of this Agreement, Buyer will pay Seller all fees and costs of such collection, recovery or enforcement including legal fees and expenses.

2. DELIVERY. (a) Seller will deliver the Surplus Materials at Seller's site where the Surplus Materials are located unless otherwise mutually agreed by the parties in writing in advance accordance with the terms of this Agreement. No freight, packaging, storage, duty, shipping or loading costs are included. Buyer shall transport, or cause to be transported Surplus Materials from place of delivery at Buyer's sole cost and expense. Seller may, upon Buyer's request, but at Seller's option, arrange for transportation from place of delivery at Buyer's sole cost and expense. Risk of loss of Surplus Materials delivered hereunder shall pass to Buyer upon delivery. (b) Buyer's receipt, or receipt by Buyer's carrier, of Surplus Materials delivered hereunder shall be and unqualified acceptance of, and a waiver by Buyer of its rights to make any claim with respect to, such Surplus Materials, unless Buyer gives Seller written notice of claim within thirty (30) days of any such receipt. Buyer assumes all risks with respect to the use of Surplus Materials upon pick up at Seller's Location by Buyer or its carrier. (c) All Surplus Materials must be removed from Seller's site within/by _____ [insert number of days/removal date].

3. BUYER'S REPRESENTATIONS AND RESPONSIBILITIES. (a) BUYER REPRESENTS THAT IT UNDERSTANDS THE NATURE AND CHARACTERISTICS OF THE SURPLUS MATERIAL, IS AWARE THAT SURPLUS MATERIALS MAY BE, BEAR, OR CONTAIN HAZARDOUS MATERIALS AND IS FAMILIAR WITH ANY HEALTH, SAFETY, AND/OR ENVIRONMENTAL HAZARDS OR APPLICABLE REGULATORY REQUIREMENTS ARISING OUT OF OR RESULTING FROM THE POSSESSION, USE, STORAGE, TRANSPORTATION, MAINTENANCE, HANDLING, TREATMENT AND DISPOSAL OF ANY SURPLUS MATERIALS. (b) BUYER REPRESENTS THAT IT IS ACCUSTOMED TO HANDLING ITEMS SIMILAR TO SURPLUS MATERIALS AND TO HANDLING MATERIALS BEARING OR CONTAINING HAZARDOUS MATERIALS AND THAT IT HAS THE NECESSARY EXPERTISE, EQUIPMENT AND FACILITIES TO SAFELY AND LAWFULLY CONDUCT ALL OF BUYER'S ACTIVITIES INVOLVING SURPLUS MATERIALS INCLUDING TRANSPORTATION, HANDLING, STORAGE, DISPOSAL, TREATMENT, AND USE, AND WILL SO CONDUCT SUCH ACTIVITIES. (c) BUYER REPRESENTS THAT IT HAS READ AND UNDERSTANDS ALL INFORMATION RELATING TO SURPLUS MATERIALS WHICH IS CONTAINED IN ANY MATERIAL SAFETY DATA SHEETS AND OTHER APPLICABLE DOCUMENTS AND ALL SUCH INFORMATION IS HEREBY INCORPORATED BY REFERENCE. BUYER AGREES TO PROVIDE ALL INFORMATION SUPPLIED TO IT BY SELLER WITH RESPECT TO ANY SURPLUS MATERIAL SOLD HEREUNDER TO ANY SUBSEQUENT PURCHASERS OR USERS OF SUCH SURPLUS MATERIAL. IF ANY SURPLUS MATERIALS TO WHICH THIS AGREEMENT APPLIES ARE TO BE RELABELED BY BUYER, SUCH RELABELING MUST INCLUDE, AS A MINIMUM, ALL THE SAFETY INFORMATION ON THE LABELS AS DELIVERED, AND BE LABELED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. (d) BUYER REPRESENTS THAT SURPLUS MATERIALS ARE BEING PURCHASED FOR COMMERCIAL USE ONLY AND WILL NOT BE RESOLD, DONATED OR OTHERWISE MADE AVAILABLE TO INDIVIDUALS FOR PERSONAL USE. (e) BUYER AGREES TO WARN ALL PERSONS (INCLUDING, BUT NOT LIMITED TO, BUYER'S EMPLOYEES, SUBCONTRACTORS, AND CUSTOMERS) WHO MAY BECOME EXPOSED TO SURPLUS MATERIALS, OF THE HAZARDS ASSOCIATED THEREWITH (INCLUDING BUT NOT LIMITED TO ANY HAZARDS INDICATED IN THE DOCUMENTS REFERENCED HEREIN OR ATTACHED HERETO), AND BUYER AGREES TO TAKE ALL ACTION NECESSARY TO PROTECT SUCH PERSONS FROM SAID

HAZARDS. (f) Buyer shall not resell any "cryogenic containers" purchased hereunder to any firm, corporation, or individual in or associated with the industrial gases manufacturing business unless approved by Seller. Buyer must disclose to Seller prior to purchase the intended use of cryogenic container and any other information the Seller deems necessary. (g) Buyer shall immediately remove and remark in a permanent and professional manner any Surplus Material which is marked with any Seller identifying marks or information (including without limitation, any Seller name, logo, brand, decal, location, telephone number and other identifying item) on the Surplus Material that may be visible to any third party, in order to properly reflect the change in ownership. Buyer shall indemnify and hold harmless Seller against all fines, penalties, assessments, damages and other liability of whatever nature arising out of or resulting from Buyer's failure to comply with this obligation (including without limitation any loss of reputation or damage to the Praxair brand).

4. COMPLIANCE WITH LAWS. (a) All permits, licenses, and governmental approvals of whatever nature relating to the purchase, possession, transportation, storage, processing, maintenance, handling, labeling, use, and/or disposition of Surplus Materials after delivery to Buyer shall be obtained by Buyer, at its own expense, and Buyer hereby represents that it has obtained all such permits, licenses, and governmental approvals and will furnish copies of same to Seller upon request. (b) Buyer shall comply with all laws, ordinances and all governmental orders, rules, and regulations relating in any way to (i) its purchase, possession, transportation, storage, processing, maintenance, handling, labeling, use, and/or disposition of Surplus Materials, (ii) the labor, equipment, and facilities used in connection therewith, and (iii) the protection of the public health, safety, and environment with respect to its transportation, handling, use or disposition of Surplus Materials. Buyer shall indemnify and hold harmless Seller against all fines, penalties, assessments, damages and other liability of whatever nature arising out of or resulting from Buyer's failure to comply with any laws, ordinances and governmental orders, rules, and regulations.

5. INDEMNITY. Buyer assumes all risk and liability for, and shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Seller, its officers, directors, employees, representatives and agents, from and against any and all claims, liabilities, losses, damages, fines, penalties, costs and expenses of every character whatsoever, including reasonable attorneys fees and costs, for personal injury, property damage and/or damage to the environment, which are caused by or arise out of or in connection with its purchase, possession, transportation, storage, processing, maintenance, handling, labeling, use, and/or disposition of the Surplus Materials.

6. SITE RULES AND INSURANCE. If Buyer or its contractors will be present at Seller's site for any reason under this Agreement, Buyer will conform strictly to all of Seller's site rules and regulations at Seller's site, and will obtain and maintain at all such times, the following minimum insurance coverage: (i) Worker's Compensation insurance as required under applicable law; (ii) Employer's Liability insurance as required under applicable law, subject to a limit of \$1,000,000; (iii) Comprehensive General Liability insurance with a combined single limit of \$2,000,000 for bodily injury and property damage; (iv) Automobile insurance for owned or hired vehicles covering bodily injury, death and property damage, with a combined single limit of \$1,000,000 per occurrence and in the aggregate; and (v) Additional Umbrella Coverage with aggregate limits of no less than \$5,000,000. All required insurance must be with companies licensed in the jurisdiction of Seller's site and acceptable to Seller. No insurance will be deemed to be in effect until satisfactory certificates thereof are delivered to Seller, containing provisions requiring the insurance carrier to notify Seller promptly prior to any expiration or termination of or material change to the policy. In addition, all such policies shall name Seller as an additional insured, specifically insure for negligence and other culpable conduct and contain a waiver of subrogation in favor of against Seller. Buyer will also require insurance from all of its contractors present at Seller's site with the same coverage and limits.

7. CONTINGENCIES. Neither party will be liable for default or delay in the performance of any of its obligations hereunder due to act of God, accident, fire, flood, storm, riot, war, act of terrorism, sabotage, explosion, strike, concerted acts of workers, national defense requirements, governmental law, ordinance, rule or regulation, whether valid or invalid, extraordinary equipment failure, inability to obtain electricity or other type of energy, raw or finished material from normal sources of supply, labor, equipment or transportation, or any similar or different contingency beyond its reasonable control.. In no event will Seller be obliged to purchase, manufacture or generate Surplus Materials or other materials in order to enable it to deliver Surplus Materials to Buyer.

8. LIMITATIONS. SELLER'S LIABILITY FOR ANY CLAIM OF ANY KIND HEREUNDER, WHETHER OR NOT BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR ANY OTHER THEORY, WILL NOT EXCEED THE PORTION OF THE PURCHASE PRICE ATTRIBUTABLE TO THE PART OF THE SURPLUS MATERIALS IN RESPECT TO WHICH SUCH CLAIM IS MADE. NO CLAIM OF ANY KIND MAY BE MADE BY BUYER MORE THAN NINETY (90) DAYS AFTER THE EFFECTIVE DATE. SELLER WILL NOT BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, SALES OR OTHER SIMILAR DAMAGES) ARISING IN CONNECTION WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED.

9. MISCELLANEOUS. This Agreement is the entire agreement and supersedes any prior agreement between Buyer and Seller relating to the purchase and sale of the Surplus Material. There are no other promises, representations or warranties with respect to the Surplus Material and any other or different terms or conditions in any purchase orders or other documents issued or accepted hereunder will be deemed null and void. No modifications of this Agreement shall be binding upon either party unless approved in writing by an authorized representative of each of the parties. A waiver of any of the terms and conditions hereof must be in writing, and will not be deemed a continuing waiver, but will apply solely to the instance to which the waiver is directed. Any headings contained in this Agreement are used only as a matter of convenience and reference, and are in no way intended to define, limit, expand or describe the scope of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. Any assignment of this Agreement by either party without the prior written consent of the other party will be void. Neither course or performance nor course of dealing nor usage of trade shall be used to interpret, construe, qualify, explain, or supplement any of the terms of this Agreement. This Agreement will be governed by the laws of the State of New York, without reference to its conflicts of laws provisions. Buyer and Seller hereby waive to the fullest extent permitted by law any right to a trial by jury in any action or proceeding based upon, arising out of, or in any way relating to this Agreement. This Agreement may be executed in several counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement.

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 or 5000 CAD) - 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. Local tax laws may apply to Aucto Buyer's Premium (Aucto BP or ABP). In most situations, tax on Aucto BP is not subject to tax exemption.

Removal Terms:

Buyer must be responsible for picking up items- Contact Praxair/Linde through the Aucto messaging center for more information 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.

Payment Instructions:

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