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BP Oil to Sell Excess Inventory of Motor Oil & Lubricants

Online Auction

2:00pm CDT on Thursday 8th September 2022

BP Products North America Inc and BP Lubricants USA Inc

150 West Warrenville Road Bldg 605/3511E, Naperville, Illinois, United States, 60563

Asset Locations:

8175 Allison Avenue, Indianapolis, Indiana, United States, 46268

BP LUBRICANTS USA BATON ROUGE, 1981 South Westport Dr., Port Allen, Louisiana, United States, 70767-6128

XPO Logistics, 10788 Commerce Way, Fontana, California, United States, 92337-8213

601 Baltimore Ave, Glen Dale, West Virginia, United States, 26038

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8175 Allison Avenue, Indianapolis, Indiana, United States, 46268

| Lot # | Description | Current Bid | Notes |
|---------|---|-------------|-------|
| Lot 4A. | 67 Pallets of Castrol Motor Oil (WV) | \$10,000.00 | |
| Lot 1 | 48 Pallets Of Castrol Edge Motor Oil (IN) | \$97,000.00 | |
| Lot 2A. | 104 Pallets Of Lubricants (BTR) | \$10,000.00 | |
| Lot 1. | 48 Pallets Of Castrol Edge Motor Oil (IN) | \$10,000.00 | |
| Lot 4. | 62 Pallets of Motor Oil (WV) | \$10,000.00 | |
| Lot 2 | 68 Pallets of Castrol Edge/GTX Motor Oil (BTR) | \$96,500.00 | |
| Lot 2A | 104 Pallets Of Lubricants (BTR) | \$83,000.00 | |
| Lot 3 | 52 Pallets Of Castrol Lubricants & Motor Oil (CA) | \$63,000.00 | |
| Lot 4 | 62 Pallets of Motor Oil (WV) | \$64,000.00 | |
| Lot 4A | 67 Pallets of Castrol Motor Oil (WV) | \$91,500.00 | |

Inspection Information:

Please refer to entire Sales Terms

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 BP Products North America Inc. or BP Lubricants USA Inc. (the "Seller"). Only the BP entity that is selling the item to you shall be liable or otherwise responsible for anything stated herein. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY, THE SELLER WILL NOT WAIVE ANY TERM OR CONDITION CONTAINED HEREIN AND PUTS ALL PURCHASERS ON STRICT NOTICE THAT THESE TERMS SHALL BE ENFORCED. 1. ENTIRETY: These Terms and Conditions constitute the sole, entire, and exclusive agreement between Purchaser and Seller in this transaction and supersede all prior discussions, proposals, negotiations, representations, and agreements. Seller objects to, rejects, and will not be bound by any additional, different, or inconsistent terms or conditions in any acknowledgement, confirmation, or other document from Purchaser, and Seller's acceptance of Purchaser's bid does not constitute acceptance of any additional, different or inconsistent terms or conditions from Purchaser. No conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions will be binding unless hereafter made in writing and is signed by an authorized representative of each of Purchaser and Seller. 2. REMOVAL: Purchaser is responsible, at Purchaser's sole cost and expense, for removal and pick up of purchased item(s) from Seller's facility (as designated by Seller). Purchaser must pick up items at the location designated by the Seller within five (5) business days upon being notified that purchased items are ready for pick up. Purchased items can only be removed once full payment, including removal costs and taxes, is received by Seller. The Purchaser is responsible for paying all fees associated with removal and/or dismantling the purchased items. The Purchaser hereby indemnifies and holds the Seller harmless against removal fees, dismantling fees and/or delayed removal not being posted or announced whether known or unknown by the Seller. The Seller shall prepare purchased items for loading onto Purchaser's transport; F.O.B. on Seller's site. Ownership and risk of loss in a purchased item will pass to Purchaser upon the purchased item being loaded onto Purchaser's carrier at Seller's facility. Upon failure of Purchaser to collect goods within time specified as posted or announced, the Seller 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 Seller. The Purchaser hereby indemnifies and holds the Seller 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 Seller. Seller's measurements of the purchased items shall be final. 3. IDENTIFICATION: Purchaser is required to register prior to becoming an "Approved Purchaser". Purchaser is 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 Seller shall be used for the purposes of verifying identity of the successful Purchaser on certain lots of items, to enforce the terms of the auction, for collection measures on failure to pay or to pick up purchased items on the part of the Purchaser, and for other implementation, transactional and collection purposes. 4. DEPOSITS AND PAYMENT: 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 and late fees may apply for invoices paid via collection measures on failure to pay or to pick up purchased items on the part of the Purchaser. Seller will have the right to charge interest at the maximum amount allowed by law on all late payments. Purchaser shall be responsible and liable for all taxes, duties, and customs charges. 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 Seller), 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 Seller reserves the right to reject any bid. Subject to Seller's right to reject bids, the highest Purchaser acknowledged by the Seller will be the purchaser. In the event of any dispute between Purchasers, or in the event of doubt on the part of Seller as to the validity of any bid, the Seller 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 Seller's sale record is conclusive. The Seller further reserves the right to withdraw any item(s) at any time before the actual sale is consummated. 7. OWNERSHIP: All items become the sole responsibility of the Purchaser immediately at the expiry of the time allotted for pickup of the item. Although the Seller will exhibit reasonable care to safeguard purchases, until removed by Purchaser, no refunds or adjustments will be allowed for any shortages. Once the purchased item 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 Purchaser expressly waives any liability on the part of the Seller and further agrees that any obligation with respect thereto shall be limited to the bid and paid for price for said purchased items. Purchaser shall comply with all applicable laws, rules and regulations regarding the ownership, possession, shipping, export, handling, sale, storage, and use of the purchased items. Purchaser is not permitted to return or exchange any purchased items. 8. WARRANTY WAIVER: SELLER SHALL CONVEY TO PURCHASER THE PURCHASED ITEMS IN THEIR PRESENT CONDITION AND STATE OF REPAIR, WITH ALL FAULTS, LIMITATIONS AND DEFECTS (HIDDEN AND APPARENT) AND WITHOUT ANY GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS QUALITY, MERCHANTABILITY OR ITS FITNESS FOR PURCHASER'S INTENDED USE OR A PARTICULAR PURPOSE OR ANY USE OR PURPOSE WHATSOEVER. PURCHASER AGREES TO ACCEPT THE PURCHASED ITEMS "AS-IS"--"WHERE-IS" IN ITS PRESENT CONDITION AND STATE OF REPAIR, WITH ALL FAULTS, LIMITATIONS AND DEFECTS (HIDDEN AND APPARENT) AND WITHOUT ANY GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS QUALITY, PERFORMANCE, MERCHANTABILITY OR ITS FITNESS FOR PURCHASER'S INTENDED USE OR A PARTICULAR PURPOSE OR ANY USE OR PURPOSE WHATSOEVER. ALL REPRESENTATIONS AND WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, EXPRESS OR IMPLIED, ARE EXCLUDED. SELLER DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY OTHER REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO PURCHASER. 9. LIMITATION OF LIABILITY: IN NO EVENT SHALL SELLER BE LIABLE, EITHER IN CONTRACT OR IN TORT OR OTHERWISE FOR (I) ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, INCOME OR PROFITS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SELLER IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SELLER AND/OR (II) DAMAGES IN EXCESS OF ONE HUNDRED US DOLLARS (US\$100.00). 10. PERSONAL AND PROPERTY RISK: Persons attending during exhibition, sale, pick up, or removal of purchased items assume all risks of damage of or loss to person and property and specifically release and indemnify the Seller from liability therefore. Neither the Seller 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 or the condition of the premises where purchased items are stored or held for removal and pick-up. Purchaser shall comply with all of

Seller's security and safety rules and standards at the pickup site. 11. RECORDS: The record of sale kept by the Seller will be taken as final in the event of any dispute. 12. BIDS: The Seller shall serve as regulator and arbitrator on all matters relating to bidding. No bidder may retract a bid. 13. INDEMNITY The Purchaser shall defend, indemnify and hold Seller, its affiliates, and their respective employees, officers, directors, and suppliers harmless from and against any claims, demands, causes of action, losses, damages, costs or expenses of any kind whatsoever (including, without limitation, attorneys' fees), incurred by Seller arising from or in any way connected with the ownership, possession, shipping, handling, sale, storage, or use of the purchased items that are the subject of this agreement; any act or omission of Purchaser or any of its personnel, contractors, suppliers, carriers, or agents; and/or Purchaser's breach of these Terms and Conditions. 14. SHIPPING: The Seller will contact the Purchaser for shipping arrangements ONLY when the purchased items have been paid in full AND the Seller 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 Seller upon being notified that the purchased item is ready for delivery. All items must be picked up within five (5) business days upon being notified that purchased items are ready for pick up. The Seller will regard purchased items as abandoned if Purchaser fails to retrieve the purchased items after 7 business days. 15. DISMANTLING: The Seller, unless announced or made public, will not dismantle any products or items listed in the auction. All items will be made available for pickup by Purchaser as seen in the auction and/or auction photos. If announced or made public, the Purchaser is responsible for paying all fees associated with dismantling. 16. RESALE: Purchaser shall not, directly or indirectly, resell, ship, or export the items purchased outside of the USA. In a written and signed agreement with each and every buyer of the purchased items from Purchaser, Purchaser shall include these same restrictions and Purchaser shall require such buyers to include these same restrictions in its resale contracts. Purchaser shall promptly inform Seller if Purchaser becomes aware of any violation of this clause. 17. FORCE MAJEURE: Seller shall not be responsible for any failure to perform or delay in performing any of its obligations under these Terms and Conditions or with respect to the sale of the purchased items where such failure or delay results from causes outside the reasonable control of Seller. Such causes shall include, without limitation, Acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, hurricanes, tornadoes, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, civil commotions, labor disputes, or the like. 18. GOVERNING LAW: These Terms and Conditions and any dispute or claim arising out of or in connection with them or the subject matter or formation (including, without limitation, non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the state of New Jersey, without giving effect to any choice of law rules which may direct the application of the laws of any other jurisdiction. Without prejudice to the foregoing, these Terms and Conditions shall not be subject to and hereby specifically excludes all the provisions and obligations of the UN Convention on Contracts for the International Sale of Goods. 19. GENERAL Any phrase introduced by the terms 'including', 'includes', 'in particular', 'for example', or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. No failure by Seller to enforce any right under these Terms and Conditions shall be considered to be a waiver of any form of such right. A waiver will only be effective if in a writing signed by Seller. The rights and remedies provided by these Terms and Conditions are cumulative and are not exclusive of any rights or remedies provided by law. If a term of these Terms and Conditions is held not to be valid by any competent court or authority, then it should be read to the full extent that it is valid or, to the extent required, deleted. The other terms of these Terms and Conditions shall continue in full force unaffected. 20. ADDITIONAL TERMS AND CONDITIONS: Additional terms or conditions of sale may be added by Seller by announcement or posted on the premises or website prior to the auction. Requirements: Require W9 ReSeller agreement Environmental fee might be added Taxes

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:

Please refer to entire Sales Terms

Payment Instructions:

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