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# General Motors - Surplus Assets Auction - Various Locations (please review lots for specific details)

Online Auction

3:00pm EST on Tuesday 29th November 2022

General Motors Holdings LLC

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

Asset Locations:

General Motors - Kokomo, 1800 East Lincoln, Kokomo, Indiana, United States, 46904

General Motors - Flint Metal Center, G-2238 W. Bristol Rd., Flint, Michigan, United States, 48553

General Motors - Flint Tool & Die, 425 S. Stevenson St., Flint, Michigan, United States, 48504

General Motors - Bay City, 100 Fitzgerald St., Bay City, Michigan, United States, 48708

General Motors - Lansing Grand River, 920 Townsend St., Lansing, Michigan, United States, 48933

General Motors - Arizona Proving Grounds, 1500 E. GM Drive, Yuma, Arizona, United States, 85365

General Motors - Saginaw, 1629 N. Washington Avenue, Saginaw, Michigan, United States, 48605

GM - Romulus, 36880 Ecorse Rd., Romulus, Michigan, United States, 48174

General Motors - Parma, 5400 Chevrolet Boulevard, Parma, Ohio, United States, 44130

General Motors - Grand Rapids, 2100 Burlingame, SW, Wyoming, Michigan, United States, 49509

General Motors - Toledo, 1455 West Alexis Rd, Toledo, Michigan, United States, 43612

850 North Glenwood Ave., Pontiac, Michigan, United States, 48340

General Motors - Heritage Center, 6400 Center Drive, Sterling Heights, Michigan, United States, 48312

Lot #	Description	Current Bid	Notes
1423563	Cobalt Oxide/Chromium Oxide mixture - 5 pounds	\$50.00	
1423564	99% pure boron - 0.7 pounds	\$500.00	
1423565	Bismuth Trioxide - 48 pounds	\$200.00	
1423566	Copper (II) Hydroxide - 0.88 pounds	\$5.00	
1423567	Cuporous Oxide - 3.3 pounds	\$10.00	
1422233	Westinghouse DB50 1600 AMP Breaker (2 total)	\$150.00	
1422298	Despatch Draw Oven	\$5,280.00	
1449756	Enclosure	\$150.00	
1449757	Jib Crane	\$250.00	
1449761	Optical Comparator	\$100.00	
1449764	Cabinet	\$50.00	
1449768	Blower	\$25.00	
1449769	Blower	\$25.00	
1449786	Hoist	\$275.00	
1449787	Hoist	\$250.00	
1449788	Hoist	\$250.00	
1449789	Furnace Vacuum	\$100.00	
1448139	I Mag Master Series Magnetizer System - New and in Box - never used	\$30,000.00	
1422615	CTS Mass Flow Leak Tester	\$500.00	
1448513	Northfield Table Saw	\$100.00	
1449615	Rockwell Table Saw	\$100.00	
1376056	Vigel Spindles (lot of 3) - Rebuilt	\$15,000.00	
1376057	Vigel Spindles (lot of 4) - Rebuilt	\$20,000.00	
1376058	Vigel Spindles (lot of 6)	\$20,000.00	
1451737	Portable Offices	\$300.00	
1451738	Portable Offices	\$250.00	
1451739	Portable Offices	\$525.00	
1451740	Portable Offices	\$500.00	
1451741	Portable Offices	\$275.00	
1451742	Portable Offices	\$275.00	
1443320	Jet Belt Sander/Disc Grinder	\$175.00	
1443321	Leland Gifford Drill Press	\$150.00	
1445116	9 cube locker sets	\$10.00	
1443335	Baldor Grinder, 3/4HP	\$150.00	

Lot #	Description	Current Bid	Notes
1443596	Cincinnati Grinder	\$50.00	
1451994	Hanging Wall Literature Rack	\$25.00	
1451995	Cabinet	\$275.00	
1451996	Cabinet	\$100.00	
1451997	Jacks	\$70.00	
1451998	Picnic Table	\$30.00	
1451999	Ladder Jacks	\$100.00	
1452001	Folding Davit with Base	\$30.00	
1452002	Cabinet	\$425.00	
1452003	Rolling Ladders	\$300.00	
1443347	Brick Saw	\$50.00	
1443567	Creform Cut-Off Saw and misc materials	\$50.00	
1452917	Golf Cart	\$2,800.00	
1452918	Childs Power Wheels #1 - GMC Sierra	\$250.00	
1452919	Childs Power Wheels #2 - GMC Sierra	\$300.00	
1452920	Toro Lawn Chopper - GMC	\$3,300.00	

## Inspection Information:

All inspections/site visits, etc. will be at the plant's discretion. All COVID-19 regulations will be enforced.

## Sales Terms:

TERMS AND CONDITION OF SALE (FCA GM Facility) 1. In consideration of the sale price paid to GM, GM does hereby sell, assign, transfer, and set over to Buyer all right, title, and interest of GM in and to the personal property identified on Exhibit A (Property). Delivery of the Property will be determined between GM and the Buyer, this is an estimate only, and GM shall have no liability to Buyer, or anyone claiming through Buyer, for its failure to deliver the Property on that date even if due to the negligence of GM or its agents. GM will not be used as a warehouse. If GM has attempted to release Property in three (3) attempts with no response from the Buyer, GM will send one last notice advising Buyer to remove Property. If Buyer does not comply, GM will consider the Property not wanted and proceed with additional opportunities. 2. GM warrants that it is the owner of the Property free and clear of any liens or other encumbrances. Except for warranty of title, the Property is sold AS IS, WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTY OF NON-INFRINGEMENT OF THE PROPRIETARY RIGHTS OF THIRD PARTIES; GM HEREBY DISCLAIMS AND BUYER HEREBY WAIVES ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR DEMAND IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PATENT INFRINGEMENT, OR OTHERWISE WITH RESPECT THERETO. Without limiting the generality of the foregoing, Buyer acknowledges and agrees that General Motors, neither represents nor warrants that the Property will operate satisfactorily in Buyer's facilities or that any such items 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. 3. Buyer acknowledges that it has been afforded full and complete opportunity to inspect and investigate, has inspected and investigated the Property, and is purchasing the Property "as is," based solely upon its own evaluation of the property. 4. The sale of Property is FCA GM's facility; delivery of the Property takes place, and title and risk of loss to the Property passes from GM to Buyer, upon the loading of such items on the trucks of the carrier selected by Buyer. GM shall be responsible for disconnecting, dismantling, and basic shipping preparation (not to include special requirements such as crating, etc.), and loading of the Property onto the truck(s) of the carrier selected by purchaser to transport such items. All transportation methods must be less than 10 years old and in good condition as determined by the local GM facility. 5. GM shall bear the risk of loss of the property until such time as they are delivered to the Buyer; provided however, in the unlikely event that the property becomes unavailable, 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. GM shall have no other liability to the Buyer with respect to such lost or damaged property. 6. GENERAL MOTORS, 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 PROPERTY BY ANY PERSON, WHETHER OCCASIONED BY BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, ENVIRONMENTAL PATENT INFRINGEMENT, OR OTHERWISE. 7. Buyer, at its sole expense, shall defend, indemnify and hold harmless GM, 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 Property, or any products produced from or with the Property after delivery of the Property to Buyer. 8. Buyer acknowledges that the sale of the Property does not include any sale, transfer, or assignment of any patents, licenses, or technical information with respect to the Property. 9. Buyer also acknowledges that it is not acquiring any rights in or to any trade names or trademarks of General Motors, under this Agreement, and agrees not to use any trade name or trademark of General Motors, in connection with the manufacture, sale, or service of any goods produced with the Property. Buyer shall conspicuously mark and identify any goods produced by it utilizing the Property as being the products of Buyer. 10. Buyer also acknowledges that the Property may be subject to federal, state or local environmental laws or regulations, including, but not limited to CERCLA, RCRA, TSCA and DOT. Buyer represents that the Property is usable, valuable and that Buyer has an intended use for the Property. If, subsequent to transfer of title to Buyer, Buyer forms an intent to dispose of any of the Property, Buyer agrees to conduct any disposal activities in compliance with all laws. 11. 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 Property or goods produced with the Property, 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 Property or goods produced with the Property. At GM's request, Buyer shall certify in writing its compliance with the foregoing. 12. Buyer shall pay any and all sales, use, transfer, filing, and other similar taxes or governmental charges with respect to the sale or purchase of the Property. 13. The Terms and Conditions of Sale shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Terms and Conditions of Sale shall be governed by, and construed in accordance with, the laws of the jurisdiction of the GM plant at which the Property was located. 14. GM has the right to retract a lot or bid at any time. 15. Export Compliance End-User Certification: The Terms and Conditions of Sale, including the certification of compliance with export control laws, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements and negotiations. Buyer understands that the equipment, part(s), hardware, software and/or technology purchased from General Motors are subject to United States export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time. As the buyer, you hereby represent and certify that your organization assumes responsibility for compliance with all U.S. and applicable export laws and regulations. Furthermore, any equipment, part(s), hardware, software, and/or technology sold by General Motors will not be, directly or indirectly: a. Exported, re-exported, released, transferred, sold, supplied, and/or transferred in violation of any applicable export control law, rule, regulation and/or sanction. b. Shipped to or transshipped through any country currently under an embargo by the U.S. government (Cuba, Iran, North Korea, Sudan, Syria and the Crimea, Donetsk, or Luhansk regions of Ukraine); c. Used in the design, development, production, stockpiling, handling, operation, maintenance, or storage, detection, identification, dissemination, or use of nuclear devices, missiles which includes civil use rockets, launch vehicles and unmanned air vehicles, or chemical or biological weapons; d. Transferred or disclosed to any individual or entity identified on a U.S. government restricted party list; or e. 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 your organization first obtaining all required licenses and

approvals. NOTE: GM 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 GM FOR REVIEW AND ACCEPTANCE. The Terms and Conditions of Sale 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.

## 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](mailto: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:

Removal will be determined with the plant contact. GM will make every effort to remove as quickly as possible (upon release notification). Unless extended by a GM agent through written communication, the buyer will have 30 calendar days from the time of the release notification from GM to pick up the property or the sale will be considered forfeit, and no refund will be issued. Please note: GM is on holiday starting December 24th, 2022, through Jan 3rd, 2023. No pick-ups will be available during those dates.



## Payment Instructions:

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