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Offering of Welders, Material Tester and Bulk MRO, Tools, and Precision Instruments from Major Aerospace Manufacturer

Online Auction

Lot #	Description	Current Bid	Notes
1	Lot of various MRO Parts, Tools, and Precision Instruments	\$20,000.00	
10003	Starret FMD-30K-L2P Material Testing System	\$10,000.00	
10005	Miller Big Blue 450 Duo CST Welder	\$725.00	
10004	Miller Big Blue 450 Duo CST Welder	\$4,800.00	

Inspection Information:

Inspection may be allowed on an Item-by-Item basis, by appointment only. All individuals who enter Seller's premises to inspect an Item must comply with Seller's security, safety, rules of conduct, badging and personal identity, confidentiality, and related requirements.

Sales Terms:

Terms of Sale 1. Payment. Payment must be made through the Aucto Payment Gateway using either wire transfer or credit card (accepted for sales less than \$5,000). Credit card processing fees may apply. All payments are due within 24 hours of receipt of invoice. 2. Disclaimer of Warranties. The item is sold in as-is condition, and Seller expressly disclaims all warranties, whether express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. Seller disclaims any warranty as to the condition or working order of the Item. 3. Title. Delivery of the Item will be free on board origin (FOB Origin). Title to, and risk of loss of or damage to, the Item will transfer from Seller to Buyer upon the Item being loaded onto Buyer's carrier at Seller's facility. Buyer is not permitted to return or exchange any purchased Item. 4. Removal. Buyer is responsible, at Buyer's sole cost and expense, for removal and pick-up of the Item. Buyer must arrange logistics to pick up the Item from the location designated by the Seller within seven (7) business days of notification that the Item is ready for pick-up. Payment, including removal costs, must be made in full before removal. If Buyer fails to collect the Item within the time specified herein, the Seller shall have the option in its sole discretion of removing and storing the purchased Item at the expense and risk of the Buyer or may resell the purchased Item without notice at public or private sale or otherwise dispose of the Item at the sole risk and expense of the Buyer. The Buyer indemnifies and holds Seller harmless against all losses, damages, expenses, including legal fees and transportation expenses, arising directly or indirectly from the Buyer's failure to make timely payment or pick up the purchased Item within the time specified by Seller. 5. Limitation of Liability. In no event shall Seller be liable (a) in warranty, negligence, strict liability, or any other theory of liability for any defects, failures, malfunctions in performance, design, manufacture, or otherwise, or (b) for any damages (whether direct, consequential, incidental, punitive, indirect, special or otherwise) arising out of the sale, use, display, or operation of the Item, regardless of legal theory. 6. Indemnification. Buyer will defend, indemnify, and hold harmless Seller and all of its agents, subsidiaries, affiliates, successors, and assigns, against all damages, losses, claims, liabilities, and expenses (including reasonable attorneys' and other professional fees) arising out of or resulting from or in connection with the ownership, handling, use, storage, display, shipment, resale, export, re-export, transfer, or other use or disposition of the Item after title transfer; any act or omission of Buyer or any of its personnel, contractors, carriers, or agents; or any breach by Buyer of these Terms of Sale. 7. Entry on Premises. Buyer, including Buyer's personnel, agents, and subcontractors, must comply with all Seller security, safety, rules of conduct, badging and personal identity, confidentiality, and related requirements while on Seller's premises. Buyer shall provide reasonable information reasonably required by Seller to ensure proper identification of personnel, including but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status. 8. Confidentiality. Buyer agrees, upon learning the identity of Seller, not to disclose its relationship with Seller or use Seller's name in marketing materials, presentations, press releases, or interviews. Buyer shall not disclose, discuss, or disseminate to third parties any Seller confidential information received or accessed under this agreement. 9. Applicable laws. Buyer will comply with all applicable Federal, State, and local laws, ordinances, and regulations with respect to the care, handling, storage, shipment, resale, export, or other use of the Item purchased. 10. Export control laws. Buyer represents that neither it nor its directors, officers, or employees are designated on the U.S. Specially Designated Nationals and Blocked Persons List, the Denied Persons List, Entity List, or Unverified List or on similar lists maintained by the U.S. Departments of State, Commerce, or Treasury. Buyer acknowledges that the Item is controlled under the U.S. Export Administration Regulations (EAR) and may require export authorization under the EAR to ship, transmit, transfer, discuss, disclose, disseminate, or otherwise provide access to certain locations outside the United States, certain entities incorporated outside the United States, and certain persons who are not U.S. citizens or green card holders. Unless in compliance with applicable laws, Buyer certifies that the Item will not be directly or indirectly used, sold, incorporated, diverted, exported, re-exported, or otherwise transferred or re-transferred to, or for the benefit of, any of the following: a) a country subject to U.S. economic sanctions or trade embargo laws administered or enforced by the U.S. Departments of State or Treasury; b) any individual or entity designated on the U.S. Specially Designated Nationals and Blocked Persons List, the Denied Persons List, Entity List, or Unverified List or on similar lists maintained by the U.S. Departments of State, Commerce, or Treasury; c) development, production, and/or use of weapons of mass destruction (WMD), namely nuclear weapons, chemical weapons, biological weapons, and WMD delivery systems, such as missiles; d) any nuclear explosive activity, nuclear fuel-cycle activity, and/or heavy water production; or e) any other prohibited end-uses or end-users under the EAR or International Traffic in Arms Regulations (ITAR). 11. Governing law. These terms will be construed in accordance with and governed by the laws of the State of California.

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:

Refer to Sale Terms!

Payment Instructions:

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