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Teco Energy Selling Surplus Transformer

Tender

5:00pm EDT on Tuesday 28th March 2023

TECO

702 N Franklin Street, Tampa, Florida, United States, 33602

Asset Locations:

603 Big Bend Rd, Apollo Beach, Florida, United States, 33572

Lot #	Description	Number of Bids	Notes
10004	1972 McGraw-Edison 3PH Substation GSU Transformer	5	

Inspection Information:

By appointment only - Contact Aucto

does by these presents hereby grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver without any warranties whatsoever, not even for the return of the purchase price, but with full substitution and subrogation in and to all rights and actions of warranty which it has or may have against all preceding owners, vendors and grantors unto: _____ (the "Purchaser"), duly authorized to do and doing business in the State of Louisiana, with its principal office located at herein appearing through and represented by _____, its duly authorized representative, Mailing Address: Tax Identification No.: _____ here present accepting and purchasing for itself, its successors and assigns forever, and acknowledging due delivery and possession thereof, all of Seller's right, title and interest in the property listed on Exhibit A, attached hereto and made a part hereof (hereinafter, the "Equipment"). A. No Warranty. The Equipment is sold by Seller and purchased by Purchaser "AS IS, WHERE IS," with no warranty whatsoever but with full substitution and subrogation in and to all rights and actions of warranty which it has or may have against all preceding owners, vendors and grantors with respect to any aspect of its physical condition, either expressed or implied, and even arising by operation of law, including but not limited to any warranties of fitness, condition, quality or habitability or warranties against hidden or redhibitory or latent defects, or as to the suitability or fitness of the Equipment for any particular or general use or purpose or for the business of Purchaser, all of which are expressly and fully waived by Purchaser. B. Right to Examine. Purchaser acknowledges that Purchaser has had the full and complete right to investigate, test, examine and inspect all aspects of the physical condition of the Equipment and that Purchaser has done so to the extent that Purchaser has seen fit. Purchaser hereby acknowledges that Purchaser has relied solely on its own investigations, testing, examinations and inspections, and not on any information provided by or on behalf of Seller. C. Acceptance. Purchaser hereby purchases and accepts the Equipment in its present condition, assumes all risks related to its condition and releases Seller and all affiliated and associated companies of Seller, and all of their officers, directors, agents and employees (collectively the "Seller Parties"), from all rights, claims, causes of action, liens, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and consultants' fees, and all court costs, remediation, assessment, cleanup or other response costs) of any and every kind or character, known or unknown, fixed or contingent, suffered or incurred by Purchaser and/or any successors to Purchaser on account of any causes of actions to which Purchaser may now or hereinafter be entitled based on any aspect of the physical condition of the Equipment, including but not limited to vices or defects or other conditions of the Equipment, or any component parts thereof, whether known or unknown to Purchaser, and whether or not discoverable by inspection, including conditions which, if known, would have deterred Purchaser from entering into this conveyance, and further including but not limited to any and all rights or claims which Purchaser has or may have for return or reduction of the purchase price, damages, rescission or nullification of this conveyance and any other claims or causes of action relating to any aspect of the physical condition of the Equipment under applicable law, D. Waiver and Indemnification. "Hazardous Substance" shall mean any chemical, substance, waste, material or constituent that is deemed, now or in the future, hazardous, toxic, a pollutant or a contaminant, under any current or future federal, state or local law, ordinance, rule, regulation or judicial or administrative order or decision relating to protection of the public health, safety or the environment. Purchaser waives and releases Seller and the Seller Parties from all claims, demands, federal, state or local laws, ordinances, rules or regulations relating to Hazardous Substances concerning the Equipment ("Hazardous Substance Claims"). Further, Purchaser hereby agrees to defend, indemnify and hold Seller and the Seller Parties harmless from and against all claims, demands, actions, causes of action, lawsuits or other proceedings, rights or liabilities for any manner of injury, loss, cost, expense, harm, damages, compensation or other remuneration, including attorneys' fees, and all Hazardous Substances Claims, arising out of the installation, operation, use, removal or disposal of the Equipment. _____ Initials Of Purchaser PURCHASER ACKNOWLEDGES THAT THE FOREGOING WAIVERS HAVE BEEN BROUGHT TO PURCHASER'S ATTENTION AND EXPLAINED TO PURCHASER AND THAT THE FOREGOING WAIVERS ARE A MATERIAL AND INTEGRAL CONSIDERATION OF THIS CONVEYANCE. F. Taxes. It is the intent of both parties hereto that the goods sold pursuant to this agreement should be treated as exempt from tax as an isolated transaction without markup for profit by an established utility that is not regularly engaged in selling equipment for profit. However, in the event any sales, use, compensating, gross receipts or other applicable taxes shall be imposed upon Seller as a result of goods provided by Seller pursuant to this agreement, such tax shall be invoiced by Seller and paid by Purchaser to Seller for remittance to the applicable taxing authority, unless the Purchaser provides Seller with evidence of tax exemption or direct pay permit. G. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Louisiana, without reference to the conflict of laws or principles thereof. IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, ____ (the "Effective Date").

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:

Removal Terms: • Buyer is responsible for dismantling and removing the transformers off the property in accordance with CLECO and regulatory requirements • Safely draining and removing transformer oil in accordance with CLECO and regulatory requirements • Payment must be made in full before removal. Winning bidder must have an active and approved membership at ISNet World: Grade A or B - Winning bidder must provide a list of all contractors and individuals for who will be onsite during the removal process, subject to review and approval by CLECO Winning bidder must provide a full scope of work that will be performed onsite, subject to review and approval by CLECO

Payment Instructions:

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