

General Terms & Conditions
Sales of Surplus Material

1. **General Information:** As used herein, Seller means _____SELLER NAME_____; Buyer means _____BUYER NAME_____ and surplus materials means items of property listed or referred to on **Exhibit A**.

2. **Sales Provisions:**

A. Seller believes that the quantity and description of the material specified herein are accurate. However, Seller does not warrant the accuracy or completeness thereof, and the quantity and description of such material may or may not be accurate.

B. Materials are sold "**As-Is, Where Is**". No warranty, expressed or implied, in such as to the safety, merchantability, condition or fitness for particular use(s) of such material

C. Buyer agrees to the following statement: I do represent that (1) I have no agreement or understanding with any Seller employee nor have I solicited, nor offered gifts or gratuities to receive preferential treatment; (2) I have no agreement or any understanding with any other potential bidder concerning this bid; and (3) I have not disclosed my bid to any other bidder.

3. **Payment:** Payment will be made in full via cashier's check, money order, or wire transfer before surplus materials are moved or dismantling commences, unless other arrangements are made with Seller in advance.

4. **Removal:**

A. Unless otherwise provided herein, Buyer shall remove the surplus materials from the premises of Seller within thirty (30) days of release of material from the Seller.

B. Buyer assumes all risks incident to being on Seller's premises in connection with the dismantling and/or removal of said material. In consideration of said sale, Buyer agrees to defend, indemnify and hold Seller harmless against all claims, losses and liability of every kind arising after the date hereof, including claims of its employees, agents, associates, contractors, subcontractors, affiliated companies, successors, assigns, or third parties, which directly or indirectly result from, or caused by, or arises out of, or in connection with any act of operation by any party relating to the said material, equipment, or property.

C. Unless otherwise provided herein, surplus materials shall be consider abandoned if not removed from the Seller's location within thirty (30) days of release of material from the Seller. Seller will retain all monies paid by the Buyer in lieu of storage charges and the Seller will make other arrangements for disposal or sale of the Surplus Material. Buyer will have no further right, interest in, or claim to the Surplus Materials.

D. At Seller's discretion, and if agreed by Buyer beforehand, Seller may require minimum insurance coverage's to protect both Buyer and Seller as additional insured before commencement of dismantling and removal operations on Seller's property.

5. **Taxes:** Buyer agrees to pay, at the time of sale, all applicable sales or use taxes or other taxes, charges, or fees required to be paid or collected by Seller by reason of this sale, or to provide Seller

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with a valid exemption certificate. In the event that Buyer fails to pay the tax or other charges as agreed above or fails to provide a valid exemption certificate, Buyer agrees to indemnify and hold Seller harmless from any liability and expense by reason of Buyer's failure. Seller may refuse to allow Buyer to remove property if the taxes or assigned indemnity agreement is not provided.

6. Warning and Indemnity: The surplus materials sold by Seller may bear or contain hazardous chemical or other hazardous materials which may be, or may become by chemical reaction or other side, directly or indirectly hazardous to life, to health or to property by reason of toxicity, flammability, explosiveness or for other similar or different reasons during use, handling, cleaning, reconditioning, disposal, etc. Buyer acknowledges such hazards and agrees it is the responsibility of Buyer upon sale even if property is not yet loaded or removed.

Buyer acknowledges and represents that is has read and understand this warning and undertakes to exercise the degree of care required to protect persons or property that may be exposed to the surplus materials.

Buyer shall indemnify and hold harmless Seller and its officers and employees from any claim arising out of possession or use of the surplus material by Buyer or any purchaser from Buyer.

7. Force Majeure: Seller shall not be liable for its failure to perform caused by circumstances beyond its reasonable control, including but not limited to acts of God, fires, floods, war, government action, inability to obtain equipment, material or transportation.

Buyer's Acceptance of Terms & Conditions:

{BUYER NAME}

{SELLER NAME}

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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Exhibit A

Date:

Buyer Company Name:

Address of Material:

Material Description: