



Pacific Gas and Electric Company

Bill of Sale and Sale Agreement

Sales Order:	XXXXXXX
Disposition Number:	XXXXXX
Disposition Type:	XXX
Customer Number:	XXXXXXX
Customer PO Number:	XXXXXX

Seller: Pacific Gas and Electric Company Investment Recovery 1467 El Pinal Dr Stockton, CA 95205	Payment: Payable To Liquidity Services	Buyer: Buyer/company
---	--	------------------------------------

Material	Quantity	Short Description of the Material	Purchase Price (\$)	Tax amount (\$)	Total (\$)
E261406	1	TRANSFORMER PM 2E 150KVA 12KV-208Y			
E261412	1	TRANSFORMER PM 2E 300KVA 12KV-480YV			
E261461	1	TRANSFORMER PM 2E 1.0MVA 12KV-480YV			
E261407	1	TRANSFORMER PM 2E 300KVA 12KV-208Y	XXXXX	0	XXXXXX
E261449	1	TRANSFORMER PM 2E 2.5MVA 12KV-480YV			
E261413	1	TRANSFORMER PM 2E 750KVA 12KV-480YV			

Sub Total (\$):	XXXXX
Tax (\$):	0
Total (\$):	XXXXXX

Seller shall add State of California sales tax for property delivered in California OR the appropriate sales tax of the state to which shipment is sent UNLESS Buyer claims exemption of such tax.

Seller shall not remove material from PG&E's property until the Bill of Sale is signed by both parties and the payment has been recorded by the Misc Check Deposit Desk.

THE ATTACHED TERMS AND CONDITIONS ARE PART OF THIS OFFER AS EFFECTIVELY AS THOUGH THEY PRECEDE THE SIGNATURE OF BUYER BELOW

Seller (signature)	Buyer (signature)
Title	Title
Telephone	Telephone
Date of Acceptance	Date of Offer

TERMS AND CONDITIONS

I. Definitions

- A. SELLER: The Pacific Gas and Electric Company, 300 Lakeside Drive, Oakland, California 94612.
- B. BUYER: The person(s) or entity whose offer is accepted in writing by Seller.
- C. ARTICLES: The items of property listed on the Bill of Sale.

II. General Information

Offers shall be for purchases of Articles F. O. B. Seller's location where the Articles are located.

III. Warranty of Title

Seller expressly warrants that it has title to the Articles and material and/or has the right to sell it and that it is free from all liens and encumbrances.

IV. Warranty

All Articles are purchased and sold subject to the terms and conditions set forth in this agreement. Articles are purchased and sold "AS IS, WHERE IS" and "WITH ALL FAULTS." The description of individual Articles is based on the best information available to the Seller. Seller, however, makes no warranty, express or implied as to the description of any Articles. SELLER MAKES NO EXPRESS WARRANTY, EXCEPT THAT IT OWNS THE ARTICLES AND/OR HAS THE RIGHT TO SELL IT. SELLER MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Buyer assumes all risk and liability whatsoever resulting from the possession, use, or disposition of Articles.

V. Indemnity and Release

- A. Buyer assumes the entire responsibility and liability for and will protect, indemnify and hold harmless Seller, its agents, servants and employees from and against any and all losses, expenses, demands and claims made against Seller, its agents, servants and employees by Buyer, any agent, servant or employee of Buyer, any subsequent purchasers, any agent, servant and employee of subsequent purchaser, any lessor, lessee, any agent, servant and employer of any lessor or lessee or any other person because of any injury or illness or alleged Injury or illness (including death) or property damage, actual or alleged, whether caused by the sole negligence of Seller, the concurrent negligence of Seller with Buyer, any agent, servant or employee of Buyer, any subsequent purchasers, any agent, servant or employee of any subsequent purchaser, any lessor, lessee, any agent, servant or employee of any lessor or lessee or any other person or entity arising out of resulting from or any way connected with the operation, maintenance, possession, use, transportation or disposition of the Articles, including that caused by hazardous chemicals or other hazardous materials on or in them, or of the possession, operation, maintenance, transportation, use or disposition of the Articles by subsequent purchasers, lessors, owners, lessees or any other person or entity, including that caused by hazardous chemicals or other hazardous materials on or in the Articles.
- B. Buyer shall indemnify, defend and hold Seller, its parent, subsidiaries, affiliates and co-venturers, and their respective directors, officers, employees, agents and representatives, harmless from any and all liens, encumbrances, fines, penalties, claims, damages, losses, obligations, liabilities, costs (including attorneys' fees and court costs) and causes of action of, to, or by any person including, without limitation, buyer, Buyer's contractors and subcontractors, their respective employees, or any government entity. The above indemnification and hold harmless provisions shall apply to injury to, disease suffered by, or death of any person and for loss or damage to any property, resulting directly or indirectly from any and all acts or omissions of the indemnified parties, Buyer, or of anyone directly or indirectly employed by, or associated with, buyer including, without limitation, any failure by seller to warn or take all necessary safety precautions, and regardless of whether any such injury, disease, death, loss or damage is contributed to in whole or in part by the negligence, strict liability, or alleged breach of warranty of the indemnified parties. This indemnity shall have no application to any claim, liability, or cause of action resulting from the sole negligence of the indemnified parties.
- C. Buyer agrees to give warning of the possible hazard to any person(s) to whom Buyer resells or gives or delivers the Articles or whom Buyer can reasonably foresee may be exposed to their hazards; this agreement in no way limits Buyer's agreement contained in subsection A of this Section V.
- D. Buyer agrees to remove any and all trademarks, labels, distinctive markings and designs identifying Seller which may appear on the Articles or on the packaging material therefore at the time of delivery of same to Buyer and/or upon commencement by Buyer of the dismantling or other work, whichever first occurs, and to refrain from making any use of such trademarks, labels, distinctive markings and designs.
- E. If this sale is contingent upon Buyer's performing dismantling or other work on property owned or controlled by Seller, Buyer agrees to execute a supplementary agreement or contract expressly covering such dismantling or other work.
- F. Buyer hereby releases seller, Seller's parent, subsidiaries, affiliates and co-venturers, and their respective directors, officers, employees, agents and representatives, from any and all liability and waives any claims it may now have, or which it may have in the future, against them which are in any way connected with Buyer's purchase or removal of the articles. Such purchase and removal activities include, but are not limited to, Buyer's possession, handling, loading, transporting, storing, processing, cleaning, reconditioning, maintenance, labeling, use, welding, cutting, grinding, separation or disposal of the articles. Buyer's release shall apply to any claims or liabilities of whatsoever kind or nature including, without limitation, those resulting directly or indirectly from strict liability, Seller's negligence, the failure of seller to give more specific warnings with respect to individual articles and the inadequacy of any seller warning.

i. Hazardous Chemicals and Other Hazardous Materials or Articles

Buyer is warned and acknowledges that any Articles which Buyer may hereafter purchase from Seller, pursuant to any offer accepted by Seller and subject to the terms and conditions set forth herein, may bear or contain hazardous chemicals or other hazardous materials "KNOWN TO THE STATE TO CAUSE CANCER OR BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM" which may be, or may otherwise become 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, or at any other time after the Article leaves the possession and control of the Seller. Buyer hereby releases Seller from any and all liability directly or indirectly resulting from the failure of Seller to give more

specific warning with respect to individual Articles or from the inadequacy of any warning relating to hazardous chemicals or materials associated therewith.

VI.

Limitation of Liability

- A. Seller's liability with respect to any Article sold to Buyer shall be limited to refunding payment made or canceling the invoice- whichever shall apply; in no event shall Seller be liable for any incidental, special, consequential or exemplary damages, including but not limited to loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of replacement equipment, downtime costs, claims of customers of Buyer for such damages, or shipping costs.
- B. The foregoing waiver provisions will apply to the full extent permitted by law and regardless of fault.

VII.

Title and Risk of Loss

Title to and risk of loss of all Articles purchased by Buyer shall pass to Buyer upon Seller's delivery.

VIII.

Force Majeure

Neither Seller nor Buyer shall be liable for failure to perform hereunder due to any contingency beyond its reasonable control, including acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, whether valid or invalid, inability to obtain materials, equipment or transportation and any other similar or different contingency.

IX.

Delivery

- A. The Article(s) shall be picked up by Buyer at Seller's location where the Article(s) is located (hereinafter, Place of Delivery) unless otherwise mutually agreed by the parties in writing.
- B. Buyer shall be solely responsible to transport, or cause to be transported the Article(s) from Place of Delivery at Buyer's sole cost and expense. Seller may, upon Buyer's request, but at Seller's option, arrange for transportation. Freight from Place of Delivery will be for account of Buyer unless otherwise agreed by the parties in writing.
- C. If Seller agrees to arrange for transportation of the Article(s) to Buyer under the provisions of Section IX, subsection B, Title and Risk of Loss passes to Buyer when the Article(s) is made available to the entity transporting the Article(s) at the Place of Delivery.
- D. The means of transportation as well as the particular time and quantity of each delivery thereunder shall be mutually agreed upon reasonably in advance of such delivery, provided however that all deliveries shall be completed within sixty (60) days of Seller's receipt of payment, unless otherwise mutually agreed to by the parties in writing. Should the delivery of the Article(s) not be completed within such sixty (60) days or other mutually agreed upon period through no fault of the Seller, Seller may either hereupon rescind the sale as to undelivered Articles and refund such amounts as have been previously paid for the undelivered Articles. Therefore, or extend that period for completion of delivery during which extended period, a storage charge in such amounts as Seller deems reasonable shall be payable by Buyer to Seller. If the time of delivery is extended by Seller pursuant to this subsection, Title and Risk of Loss shall pass to Buyer at the point in time the extension commences.

X.

Payment

Payment shall be made in full by Automated Clearing House, ACH (bank wire transfer) for all Articles purchased by Buyer before removal of the Article(s) from PG&E's properties.

XI.

Taxes and Packing

Buyer shall pay the amount of any tax or any charge now or hereafter imposed by law, upon with respect to, or measured by the sale, shipment or price of any Article sold hereunder. If any excise, sales, use or similar taxes apply to the sale or purchase of the Items and Buyer has not provided Seller with a valid exemption certification, all such taxes (i) shall be in addition to the prices stated herein, (ii) shall be the responsibility of Buyer, and (iii) shall be paid to Seller if so requested. Buyer shall pay the cost to Seller of any packing charges, unless otherwise agreed to in writing by the parties, and such charges will be added to the sales price and included in the Bill of Sale.

XII.

Failure to Perform

In the event Buyer fails to make payment as required in Section X of this agreement, or if obligated to remove any Articles, fails to do so within the prescribed period of time, Buyer agrees that Buyer shall (1) lose all right, title and interest which he might otherwise have acquired in and to the Article(s); and (2) reimburse Seller for all costs, including attorney's fees, arising out of Buyer's failure to perform.

XIII.

Inspection:

- A. Prior to submitting an offer, Buyer is invited, urged and cautioned to inspect all Articles. Upon request, Seller will furnish to Buyer such advice and assistance as Seller deems necessary in reference to any Article. Buyer agrees however, that all such assistance is rendered without compensation, and the Seller assumes no obligations or liabilities for such advice or assistance given or result obtained, Article(s) will be available for inspection by appointment.
- B. Buyer acknowledges that it has Inspected or has had the opportunity to thoroughly inspect the Article(s) and that it is purchasing such Article(s) solely upon reliance upon such actual or offered inspection, and not in reliance upon any express, implied or prospective warranties by Seller or in reliance upon the description of the Article(s) set forth in the bidding document or Buyer's purchasing document, including, but not limited to, any description of packaging and/or storage.

XIV.

No Assignment

This agreement is not assignable or transferable by Buyer, in whole or in part, except with the written consent of Seller.

XV.

Claims

As a condition precedent to any recovery of damages against Seller, for any loss arising out of sales of Article(s) under this agreement, claims must be filed in writing with Seller within ninety (90) days of delivery of the Article(s). Any suits shall be instituted against Seller only within two (2) years from the day when notice in writing is given Seller by Buyer that Seller has disallowed the claim or any part thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Seller shall not be liable, and such claims will not be paid.

XVI.

Governing Law and Compliance

This agreement shall be governed by and interpreted in accordance with the laws of California without regard to conflicts of law.

Buyer shall comply with all applicable statutes, laws, codes, ordinances, orders, rules, regulations, proclamations and

other governmental requirements which are in any way related to its purchase or removal of the Items, including, but not limited to those relating to its possession, transportation, storage, processing, cleaning, reconditioning, maintenance, handling, labeling, use or disposition of the Items. In addition, Buyer, and Buyer's contractors and subcontractors, shall comply with OSHA and state safety regulations, all applicable laws relating to or affecting the employment of labor, and while on the Premises all of the safety rules, regulations and requirements for the site. Buyer shall indemnify and hold Seller, its parent, subsidiaries, affiliates and co-venturers, and their respective directors, officers, employees, agents and representatives, harmless from and against any fine, penalty, or liability, cost and expense (including without limitation court costs and attorneys' fees) arising out of any failure by Buyer, or anyone directly or indirectly employed by or associated with Buyer in connection with this Agreement, to observe or comply with any such statutes, laws, codes, ordinances, orders, rules, regulations and requirements.

XVII.

Modification

Buyer understands and agrees that (a) no modification or waiver of the Terms and Conditions hereof shall be effective unless made by an authorized representative of Seller in writing addressed to Buyer and specifically referring to this document, (b) no course of action on the part of Seller shall be deemed to modify these "Terms and Conditions" and (c) Seller's acknowledgement or acceptance of anything in writing from Buyer which is in conflict with these "Terms and Conditions" and any subsequent delivery of Articles shall not constitute a modification or waiver of these "Terms and Conditions."

XVIII.

Severability of Provisions

If any provision of this Agreement, whether a section, sentence or any portion thereof, is determined by a court of competent jurisdiction to be null and void or unenforceable, such provision shall be deemed to be severed and the remaining provisions of this Agreement shall remain in full force and effect.

XIX.

Acceptance

By signing a Bill of Sale and/or Purchase Agreement, Seller shall accept Buyer's bid for the subject Article(s) at the price set forth, subject to the limitations contained within this agreement.