

BILL OF SALE AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that **SHELL OIL PRODUCTS US**, or **Shell Chemical LP**, (hereinafter called the “**Seller**”), in consideration of certain sums paid by , [Buyer Name] (hereinafter called the “**Buyer**”), the receipt whereof is hereby acknowledged, does hereby grant, sell, transfer and deliver unto said Buyer the equipment described in Exhibit “A”, attached hereto and made a part hereof.

1. The Buyer has carefully inspected the equipment sold hereby and certifies that the Buyer is familiar with the present condition and state of repair of said equipment. The Buyer agrees that the equipment is being purchased on an “**AS-IS, WHERE-IS**” basis.

2. SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT OR ITS CONDITION, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, IT BEING EXPRESSLY UNDERSTOOD BY BUYER, AND IT BEING THE EXPRESS INTENTION OF SELLER, THAT THE EQUIPMENT IS HEREBY CONVEYED TO BUYER **AS IS, WHERE IS**, WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR.

SELLER ALSO DISCLAIMS ANY WARRANTY, REPRESENTATION, OR COVENANT CONCERNING THE EQUIPMENT’S COMPLIANCE WITH

APPLICABLE FEDERAL, STATE, OR LOCAL STATUTES, REGULATIONS, ORDINANCES OR STANDARDS.

3. BUYER AGREES TO DEFEND, INDEMNIFY, PROTECT, SAVE AND HOLD HARMLESS SELLER, ITS PARTNERS, AFFILIATES, OFFICERS, MANAGERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, CAUSES OF ACTION, SUITS, LOSSES, DAMAGES, LIABILITIES, (INCLUDING INJURY, DISEASE OR DEATH OF PERSONS, OR DAMAGE TO OR LOSS OF PROPERTY, INCLUDING BUYER’S EXISTING FACILITIES, OR DAMAGE TO THE ENVIRONMENT) COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, LITIGATION COSTS AND ALL ATTORNEYS’ AND EXPERTS’ FEES AND EXPENSES) ARISING FROM OR IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS PURCHASE, REMOVAL, AND USE OR OPERATION BY BUYER.

4. Removal: Unless otherwise provided herein, Buyer shall remove said equipment from the premises of the Seller within () days of receipt of payment for the same by the Seller. Unless otherwise specified, “**WHERE IS**” means Buyer is to furnish qualified labor and suitable equipment to load and remove the equipment referenced above, at Buyer’s expense. Buyer shall provide Seller with at least forty-eight (48) hours’ advance notice prior to the removal of said equipment from Seller’s premises. Buyer shall not subcontract any obligations hereunder without Seller’s prior written consent. Buyer and its subcontractors shall comply with O.S.H.A. and state safety regulations. All personnel entering Seller’s premises shall comply with Seller’s safety guidelines, including the use of hard hats and steel-toed shoes in work areas. Unless otherwise provided herein, said equipment shall be considered abandoned if not removed from the Seller’s location within sixty (60) days of remittance of payment for said equipment to Seller. Seller will retain all monies paid by the Buyer in lieu of storage charges and the Seller will make other arrangements for the said equipment. Buyer shall have no further right, interest in, or claim to the said equipment.

5. Warning: BUYER UNDERSTANDS THAT ANY SAID EQUIPMENT WHICH BUYER MAY HEREAFTER RECEIVE FROM SELLER MAY BEAR OR CONTAIN HAZARDOUS CHEMICALS OR OTHER HAZARDOUS MATERIALS, INCLUDING BUT NOT LIMITED TO ASBESTOS, WHICH MAY, OR MAY BY CHEMICAL REACTION OR OTHERWISE, EITHER DIRECTLY OR INDIRECTLY, BE HAZARDOUS TO HEALTH, TO LIFE, OR TO PROPERTY BY REASON OF TOXICITY, FLAMMABILITY, EXPLOSIVENESS OR FOR OTHER SIMILAR OR DIFFERENT REASONS, INCLUDING ENVIRONMENTAL IMPACT, DURING USE, HANDLING, CLEANING, DISPOSAL, RECONDITIONING, ETC. BUYER ACKNOWLEDGES THAT SAID EQUIPMENT MAY BE HAZARDOUS BECAUSE THEY MAY HAVE BEEN USED OR FOR OTHER REASONS AND AGREES TO READ ANY INFORMATION THAT SELLER MAY PROVIDE CONCERNING POSSIBLE HAZARDS WHETHER OR NOT SUCH HAZARDS ARISE FROM THE “USED” NATURE OF THE EQUIPMENT. BUYER UNDERSTANDS AND AGREES THAT, BECAUSE SAID EQUIPMENT MAY BEAR OR CONTAIN HAZARDOUS CHEMICALS OR MATERIALS, THE USE, DISPOSAL OR ABANDONMENT OF SAID EQUIPMENT OR ANY PORTION THEREOF BY BUYER OR ITS CONTRACTOR(S) MAY BE REGULATED BY THE STATE, FEDERAL OR OTHER APPLICABLE LAWS OR REGULATIONS, INCLUDING APPLICABLE ENVIRONMENTAL REGULATIONS. BUYER SHALL REQUIRE OF ITS CONTRACTOR(S) AND SUBCONTRACTOR(S) COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS RELATING TO THEIR USE, DISPOSAL OR ABANDONMENT OF SAID EQUIPMENT.

Buyer understands and agrees that no change in this broad warning shall bind Seller unless the change is expressly made in writing by Seller. No additional specific warning shall be deemed to limit this broad warning, and if the additional specific warning is inadequate, all the terms and conditions set forth throughout this Agreement shall still apply, even if the inadequacy of the specific warning was due to negligence on Seller’s part.

6. Insurance: In the performance of any work on Seller’s premises, Buyer shall require of its contractor(s), and each of Buyer’s contractor(s) shall require of its contractor(s) or its subcontractor(s), compliance with all applicable laws relating to or affecting the employment of labor and shall maintain the types and limits of coverages acceptable to Seller within the following categories of insurance:

(1) Workmen’s Compensation

– statutory, (2) Employer’s Liability, (3) Commercial General Liability, (4) Business or Commercial Automobile Liability, and (5) such insurances as Seller may require, and Buyer shall furnish evidence of all coverage upon Seller’s request.

7. Taxes: Buyer agrees to pay at the time of sale all applicable sales, use or other taxes, charges of fees required to be paid or collected by Seller, or to provide Seller with a valid exemption certificate upon request. Failure to supply sales tax exemption certificate and number will result in tax being added to sale.

This Bill of Sale shall be effective as to the transfer of the equipment described herein as of this ____day .

IN WITNESS WHEREOF, this Bill of Sale is executed on this ____day of 20

[BUYER]

By: _____

[SELLER]

By: _____

Printed: _____

Company: _____

Subscribed and sworn to before me this ____day
Of 20__.

NOTARY PUBLIC

My commission expires _____