



Bid Submission Form and Used Equipment Sales Agreement

GENERAL INFORMATION

1. Deadline for submission of bids: 5 pm CEST (European Time), Thursday, 29th February 2024.
2. Applicable taxes will be added to the purchase price of all taxable items.
3. Minimum Bid Amount for all items purchased: 7500 EURO.
4. Collection of applicable taxes will be in accordance with the laws of the state where the purchased asset is located.
5. Buyer's Premium: SDI-Fabsurplus shall charge and collect from each successful bidder a 7.5% buyers premium for each sale at the auction, in addition to the purchase price as bid.
6. Applicable sales tax will be levied on this premium .
7. All funds are to be paid in Euros.
8. Acceptable methods of payment include wire transfer.
9. Removal Information: Removal information will be included in your invoice. Buyers must complete the removal of items within the specified check-out period.
10. Buyers are responsible for removal of assets and all shipping and rigging charges.
11. Buyers or third party movers are mandatory to present a paid-in-full invoice to the on-site check-out personnel when removing their assets.

GENERAL TERMS AND CONDITIONS OF SALE BY CLOSED BID AUCTION

1. Definitions

1.1 "Agreement" shall mean these Terms & Conditions of Sale by Closed Bid Auction.

1.2 "Equipment" shall mean the used equipment identified in the equipment lists attached here in excel format "Fabsurplus_Auction_Equipment_For_Sale_Jan_2024.xlsx" and "Fabsurplus_Auction_Spares_For_Sale_Jan_2024.xlsx"

1.3 "Incoterms 2020" shall mean the official rules for the interpretation of trade terms as issued by the International Chamber of Commerce, Paris, in September 2019.

2. The services provided by SDI are governed by these Terms and Conditions. By participating in this auction, you consent to be bound by these Terms and Conditions as well as by any additional terms that may be imposed by the seller or announced at the auction.

3. All potential bidders must register their bid via e-mail before the bid submission deadline to info@fabsurplus.com and return a copy of this contract signed and scanned via e-mail to the e-mail address info@fabsurplus.com. SDI may, in its sole discretion, deny registration to any person or entity.

4. All assets in the auction shall be sold to the highest bidder; provided, however, that some assets may be auctioned with minimum reserve prices, and/or subject to sellers right of confirmation. SDI reserves the right to reject any bid that is only a minimal increase over the preceding bid, that is not commensurate with the value of the item being offered or that SDI believes was made illegally or in bad faith. Further, SDI, and/or its affiliates or subsidiaries, may bid at the auction either for its own account or on behalf of a third party. In the event of a dispute among bidders, SDI may, in its sole discretion, either accept what it deems to be the final bid or solicit further bids on the item in dispute. All sales are final. No returns or refunds will be permitted, unless authorized by the seller in writing.

5. In the event of any dispute concerning the winning bid price for an asset, the record kept by SDI shall control.

6. Bidders shall examine or inspect items prior to the day of the auction. Bidder confirms that he has been invited to inspect the Equipment at SDI's location. In no case shall Bidder's failure to inspect the Equipment or Bidder's unconditional acceptance of the Equipment at the inspection later constitute grounds for withdrawal from the Agreement or for any claim against SDI . ALL ITEMS ARE SOLD "AS IS" WITHOUT ANY WARRANTIES OR LIABILITY OF ANY KIND. SDI MAKES NO WARRANTIES, GUARANTEES, PROMISES, AFFIRMATIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY OR CONDITION OF THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR OTHERWISE. Assets are intended to be sold without software, if any is applicable. In the event that a Seller's software is included in an asset sale, notwithstanding the disclaimers set forth above, SDI makes no representations or warranties regarding the Buyer's right to use such software, as to the performance of the software, its non-infringement or otherwise. In such circumstances, SDI recommends that Buyer contact the software manufacturer directly to resolve any such issues.

7. SDI relies on information about assets in the auction provided by the seller. SDI undertakes no investigation of that information, and makes no representation or warranty concerning the truth or completeness of that information. Photographs are provided solely for the bidders' convenience and shall not be construed to create representations or warranties of any kind pertaining to the assets. Buyer acknowledges that it has had the opportunity to inspect all assets prior to tendering its bid and waives any and all claims against SDI and/or seller relating to asset photographs or descriptions.

8. SDI shall charge and collect from each successful bidder a 7.5 % buyers premium for each sale at the auction, in addition to the purchase price as bid.

9. The purchase price of the equipment shall be exclusive of any Value Added Tax ("VAT") or other similar taxes which shall be charged in addition to the price in accordance with the laws of the state where the purchased equipment is located.

10. Full payment of the purchase price is due at the close of business on the 5th business day after the date on the payment invoice. Payment shall be deemed as having been effected upon receipt of the funds at SDI's bank account. Without limiting the foregoing, full payment of the balance of the purchase price is due prior to removal of any purchased assets. In the event that a bidder fails to pay the entire purchase price (in addition to the buyers premium and any applicable tax) within the time specified by SDI or otherwise fails to comply with these Terms and Conditions, SDI will retain the deposit as liquidated damages without notice. SDI and the seller reserve the right to resell such items without notice, and the defaulting purchaser shall be liable to SDI and seller for any resulting deficiency, including costs incurred in storing and reselling such assets. Any goods that have not been picked up within Friday, 31st May 2024 will be deemed "Abandoned" and the buyer will forfeit all rights to the abandoned goods and any money paid for such goods.

11. SDI accepts the following methods of payment: wire transfer made payable to SDI-Fabsurplus Italia SRL.

12. By participating in an auction, each bidder represents, warrants and covenants that (i) it shall not misrepresent its ability to close the transaction pursuant to the terms and conditions of sale, (ii) it has the capacity to close the transaction, (iii) it has actual authority to enter a bid, and to enter into an agreement to purchase the item, and (iv) any bid it makes on an item constitutes an irrevocable offer to buy the item for the full amount of the bid.

13. SDI may, in its discretion, offer the assets for sale by the piece or by the lot. The seller has the right to remove assets from the auction either before or after bidding has completed. In the event of a removal after bidding has been completed, the purchasers sole remedy shall be the refund of any purchase price actually paid.

14. SDI will announce any additions to or deletions from the catalog. SDI and the seller assume no responsibility for, and make no representations or warranties concerning, descriptions of assets contained in marketing materials for the auction. It is the bidders obligation to verify such descriptions prior to the auction.

15. Neither SDI nor seller shall be liable for any damages of any type or nature (whether in contract, tort or otherwise) sustained or claimed by any bidder or any other person or entity in connection with the auction. Without limiting the foregoing, in no event shall SDI's liability to any bidder for any act or omission occurring in connection with the auction exceed the amount that such bidder has actually paid to SDI as a deposit or as payment for a purchased item. Buyer shall furthermore indemnify and hold harmless SDI against any and all liability, claims, suits, losses, costs and legal fees arising from or in connection with the Equipment subsequent to its delivery, or arising from or in connection with Buyer's acts, omissions or misrepresentations, regardless of the form of action brought against SDI.

16. The Equipment shall be delivered Ex Works ("EXW") in accordance with the Incoterms 2020 after payment of the invoice has been completed. It is the buyer's sole responsibility to arrange and pay for the removal and shipment of purchased items. Also, it is the buyer's responsibility to provide, and/or ensure their agent(s) performing removals on their behalf provide, upon demand, evidence of the following insurance policies with reliable insurance companies, and in the following amounts: \$2,000,000 combined single limit, \$1,000,000 property damage and \$1,000,000 comprehensive general liability with contractual liability in the case of all riggers; and \$500,000 cargo and \$1,000,000 comprehensive general liability in the case of carriers; and such other insurance as may be required by any governmental authority, including workers compensation insurance. Where the equipment is still installed, Buyer shall, at its own cost and expense, decontaminate and unhook the Equipment prior to removal in accordance with the generally accepted standards for decontamination and unhooking for used equipment. Buyer shall commence removal of the Equipment as soon as possible after SDI's notification that payment of the invoice has been completed. Removal shall be conducted responsibly and with due care for the premises. The purchaser shall restore and repair all real and personal property that is altered or damaged as a result of the removal of purchased items. If the purchaser does not remove an item within the announced check-out period, SDI and the seller may, in their sole discretion, deem the item to have been abandoned by the purchaser and the purchaser will have no further rights with respect to the item. Notwithstanding the foregoing, SDI and the seller reserve the right to charge the purchaser for the costs of storage beyond the check-out period.

17. Bidders acknowledge that an auction site is a potentially dangerous place. Flammable, noxious, corrosive and pressurized substances may be present. Heavy equipment may be operated, and electrical circuits may be live. Every person enters the auction site at his or her own risk with notice of the condition of the premises and the activities that will be or have been conducted on the premises. Bidders shall so advise their agents and employees. No person shall have any claim against SDI, the seller or their respective agents or employees for any injuries sustained or for damages to or loss of property that may occur at the auction site.

18. It is the buyers sole responsibility to meet all governmental safety and environmental standards in removing, shipping and using purchased items. Where necessary, SDI has diligently and with reasonable efforts cleaned any Equipment containing chemicals. However, certain of the items for sale may contain hazardous substances, as that term is defined under applicable environment laws and regulations. SDI has no duty to remove any hazardous substances that are contained in or are a part of any item. Purchasers agree to defend (by counsel satisfactory to SDI) and indemnify SDI and hold SDI harmless from and against any claim, demand, cause of action, liability or expense (including attorneys fees and costs) asserted against or incurred by SDI in connection with the sale, removal, shipment or use of any purchased items.

19. The purchase of Equipment does not convey to Buyer by implication or otherwise any licenses under any patent or any other intellectual property right, domestic or foreign. SDI hereby disclaims any and all liability, regardless of the cause in law, in connection with the Equipment, including but not limited to any and all liability for any damages, losses and expenses arising from the use and/or disposal of the Equipment subsequent to its delivery or from any defect or the quality, character or performance of the Equipment as well as any liability for indirect or consequential damages, damages arising from interrupted operation, loss of profits and loss of information and data, even if advised of the possibility of such damages.

20. Buyers agree to comply with any export control legislation applicable to them and to the equipment. Certain items offered for sale at the auction may constitute Restricted Technology. SDI makes no representation or warranty concerning, and has conducted no investigation to ascertain which items, if any, constitute Restricted Technology. It is the responsibility of Buyer to comply with all applicable export control, anti-terrorism and trade laws and regulations as well as applicable national laws, as relevant to any items or services purchased or received from SDI. Buyer agrees and confirms that Buyer shall not export or re-export, directly or indirectly, any good, technology or service received from SDI, including any items incorporating such goods or service, to any country, destination, or individual, for which an export authorization or other governmental or official approval is required, without first obtaining such authorization or approval. Buyer shall not use, directly or indirectly, any goods, technology or services delivered by SDI for nuclear technology, weapons of mass destruction, or carriers thereof. Furthermore, Buyer shall not use any goods, technology or services delivered by SDI in weapon systems. Any goods or services that are controlled and subject to applicable national export licenses shall not be supplied to military, paramilitary, police, intelligence agencies or civil administrations of such institutions or others acting on behalf of them. SDI reserves the right to cancel any sale at any time in the event it determines, in its sole discretion, that the sale does or may violate applicable export control or similar laws.

21. These Terms and Conditions, and all questions with respect to the interpretation of these Terms and Conditions, shall be governed by and construed in accordance with The law in force in Germany without reference to its conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11th, 1980 shall be excluded. All disputes arising

out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be finally settled by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce, Paris ("Rules") by 3 (three) arbitrators in accordance with the said Rules. The seat of arbitration shall be Munich, Germany. The language to be used in the arbitration proceeding shall be English.

22. Risk of loss and damages for the Equipment shall pass onto Buyer at the earlier of (i) Buyer effects full payment or (ii) the risk of loss and damages passes according to the respective clause of the Incoterms 2020 . Title to the Equipment shall pass onto Buyer when Buyer effects full payment.

23. Neither Party shall be liable to the other for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by force majeure such as, but not limited to, riots, civil commotions, wars, strikes, freight embargo, shortage of supply, lock-outs, hostilities between nations, governmental laws, orders or regulations, actions by the government or any agency thereof, storms, floods, fires, sabotages, explosions or any other contingencies beyond the reasonable control of the respective Party and of its sub-contractors. In such events, the affected Party shall immediately inform the other Party of such circumstances together with documents of proof, and the performance of obligations hereunder shall be suspended during, but not longer than, the period of existence of such cause and the period reasonably required to perform the obligations in such cases.

24. The Parties shall use all information, which they receive in connection with this Agreement and any Exhibits hereto and which has been marked as confidential, only for the purposes of this Agreement and they shall keep this information confidential to third parties with the same degree of care as they use with respect to their own confidential information but with no less than reasonable care. For the purpose of this Section, Subsidiaries of a Party shall not be considered as third parties. The confidentiality obligation outlined in this Section shall survive the expiration or termination of this Agreement and any Exhibits hereto for a period of 3 (three) years. It shall not apply to any information which is or becomes public knowledge or which is provable independently developed or lawfully received from a third party.

25. Any additions or amendments to this Agreement shall only be valid if made in writing; this written form requirement shall also be considered fulfilled where signatures are exchanged electronically on scanned copies via fax or email (PDF scan), or an authenticated digital electronic signature process is used (e.g. DocuSign or Adobe Sign). This written form requirement can only be waived or changed as set forth in the preceding sentence. The effectiveness of this Agreement shall not be impaired if any provision of this Agreement should be completely or partially invalid or unenforceable. In this case, the Parties shall agree on a provision that meets the economical intention of the invalid or unenforceable provision. Neither Party shall assign this Agreement, transfer its obligations or assign its rights hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld.

The language of this Agreement shall be English. Correspondence, technical and commercial documents as well as any information relating to this Agreement shall be in English.

26. This Agreement including its Exhibits attached hereto constitutes the entire agreement between the Parties with respect to the subject matter herein. Therefore neither SDI's nor Buyer's General Terms and Conditions shall be applicable to the sale of Equipment. This Agreement supersedes any prior or contemporaneous oral or written communications, proposals and representations with respect to the subject matter thereof.

Confirmation of Shipping Destination

Buyer hereby confirms the final shipping destination by including the details below ("Details") and it is further agreed that the Details are deemed as final.

Country of Destination:

City:

Street:

House No.:

Zip Code.:

Company Name (if any):

We, the undersigned, wish to submit a bid according to the general terms and conditions cited here above as follows:-

DETAILS OF BID

Equipment for which bid is made:

SDI No.	Manufacturer	Model	Bid Amount (Euro)
TOTAL BID AMOUNT:			

(NB if you wish to make further bids, please use multiple bid forms)

SIGNED:

BY:_____ NAME:_____(Please print clearly)

TITLE:_____ DATE:_____

COMPANY NAME: _____

COMPANY ADDRESS: _____

TEL:_____ E-MAIL:_____