



Sealed Bid Sale



**All Bids Due:
Tuesday, July 28, 2020
3:00pm EST**

- **Bidder Checklist**
- **Sale Terms & Conditions**
- **Supplemental Terms & Conditions**
- **Sealed Bid Form**
- **Federal Equipment Company Terms & Conditions**

Bidder Checklist

The following must be completed by the July 28, 2020 deadline:

- All Terms & Conditions Agreed To
- Sealed Bid Form Completed
- Sealed Bid Form Sent To: David Winger: david@fedequip.com and Brian Holland: brian@hollandindustrialgroup.com.

Sale Terms & Conditions

1. No Warranty. All machinery, equipment, merchandise and other items (the "Goods") are sold on an "AS IS/WHERE IS" basis without licenses or other rights to software required for equipment to work, without any warranties or representations, either expressed or implied. Neither Federal Equipment Company ("FEC") nor the Consignor makes any warranties or representations of any kind or nature with respect to the property or its value and in no event shall either be responsible for correctness of description, genuineness, attribution, provenance, authenticity, authorship, completeness, condition of the property or estimate of its value. No statement (oral or written) shall be deemed such a warranty or representation, or any assumption of responsibility. Prospective bidders are urged to contact FEC directly for detailed information regarding any item for sales. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE GOODS ARE OFFERED AND SOLD WITHOUT ANY WARRANTY OR GUARANTEE OF ANY KIND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE EXPRESSLY DISCLAIMED.**

2. Deposits and Payments. FEC requires a deposit of ten percent (10%) of the Buyer's total purchase price within 48 hours, with the balance due within 30 days.

3. Taxes. Taxes as it relates to real estate will be paid by buyer and seller as normal real estate transactions for the state of Illinois.

4. Right to Refuse Bids or Deny Access. FEC, in its sole discretion, reserves the right to refuse the bid of any person without providing any notice or reason, therefore. FEC reserves the right to deny the usage and access by any person or third party of any and all FEC Services and Websites without notification.

5. Information Subject to Error. All information provided by FEC to Buyers, including without limitation, any advertising, sales catalogs or otherwise, is subject to deletions, errors, additions, and changes without notice. Although information is gathered from sources thought to be reliable, FEC shall have no responsibility whatsoever for any information provided to any attendee or buyers. All buyers shall rely solely on their own investigation and inspection of any Goods.

6. Right to Amend Terms and Conditions. FEC reserves the right to amend any and all of the Terms and Conditions stated herein at any time without notification at FEC's sole discretion. It is the Buyers responsibility to read and review the Terms and Conditions for each sale.

7. FEC Rights and Remedies. If the Buyer fails to comply with any of the Terms, FEC shall have all rights and remedies available to it at law and in equity. Without limiting the generality of the foregoing, FEC may retain all deposits from buyer if buyer fails to close.

Please submit your bid by completing the Sealed Bid Form and sending via email to David Winger: david@fedequip.com and Brian Holland: brian@hollandindustrialgroup.com.

For questions, please contact: David Winger: david@fedequip.com | +1 216.536.0309 or Brian Holland: brian@hollandindustrialgroup.com | +1 305.439.1790.

Supplemental Terms & Conditions

Please Note: Any and all posted Tronox Sealed Bid Sale Terms & Conditions and Supplemental Terms supersede our general Terms and Conditions set forth below. In the event of any inconsistencies between the Tronox Sealed Bid specific or Supplemental Terms and the below Terms and Conditions, the applicable portion of the Tronox sale-specific or Supplemental Terms shall prevail.

Tronox Sealed Bid Sale Terms & Conditions

- All GOODS are sold "As-Is, Where Is." Buyer is responsible for all removal and loading costs.
- **There is no warranty on any of the Goods.**
- All bidders must complete the Sealed Bid Form below.
- All bids must be submitted in USA Dollars (\$).
- One single offer must be made for ALL Goods in bulk.
- Bids on individual equipment will not be accepted.
- There is only one chance to submit a bid; Bids must be your best and final offer and there is no further negotiation.
- All bids are due Tuesday, July 28, 2020 by 3:00pm EST (USA Eastern Time Zone).
- In order to submit a valid bid, bidders must perform the following:
 - Agree to the Terms and Conditions below.
 - Complete the Sealed Bid Form below.
 - Submit a bid by the deadline.
- Bids from bidders who have not agreed to the terms and conditions will not be accepted.
- The winning bidder will be notified within two (2) business days after the deadline if they are the high bidder.
- The winning bidder must pay 10% deposit within 48 hours and close within 30 days

Please submit your bid by completing the Sealed Bid Form and sending via email to David Winger: david@fedequip.com and Brian Holland: brian@hollandindustrialgroup.com.

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Sealed Bid Form

Company Name: _____

Contact/Representative Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Bid Amount: \$ _____ (\$USD)

By signing here, bidder agrees to the above-mentioned Terms and Conditions and Supplemental Terms & Conditions, acknowledges it has the financial wherewithal to close the transaction, and acknowledges it will pay 10% deposit within 48 hours and close within 30 days.

_____ (Signature)

_____ (Date)

Please submit your bid by completing the Sealed Bid Form and sending via email to David Winger: david@fedequip.com and Brian Holland: brian@hollandindustrialgroup.com.

For questions, please contact: David Winger: david@fedequip.com | +1 216.536.0309 or Brian Holland: brian@hollandindustrialgroup.com | +1 305.439.1790.

Federal Equipment Company Terms & Conditions

1 Exclusive Terms. All of Buyer's orders with, and sales of equipment, goods or services ("Goods") to Buyer (which is the party identified under "Sold to" on the front of the Sales Order) by, Federal Equipment Company ("Federal") are subject to these General Terms and Conditions and also the following: the front and back of Federal's quotation, invoices, order acknowledgments and other documents issued by Federal in connection with the order or sale (collectively, this "Agreement"). Buyer's signature below, or if not signed then Buyer's acceptance of any Goods or services from Federal constitutes Buyer's acceptance of this Agreement. No conflicting, varying or additional terms or conditions which may appear in any prior or subsequent purchase order or any other Buyer documents are of any force or effect, and Federal hereby expressly rejects and objects to the same, this Agreement being the complete agreement of the parties.

2 Prices and Terms. All sales by Federal are made in Cleveland, Ohio. Accordingly, all orders must be accepted by Federal in Cleveland, Ohio, otherwise the order is deemed rejected, and all payments must be made to Federal in Cleveland, Ohio. The prices for Goods and services are as set forth in Federal's invoices, and are exclusive of all shipping, insurance, handling and storage charges, duties and/or sales, use, excise or other taxes, domestic or foreign, and administration, handling, packing and freight forwarding fees by Federal, all of which must be paid by Buyer. If Federal undertakes to handle shipping for Buyer, Federal will choose the shipper and mode of shipment. No order may be cancelled by Buyer and no Goods returned to Federal without Federal's prior written authorization. Except as otherwise agreed to by Federal in writing, payment of all amounts are due in full at or before delivery. Any amount that is not paid when due will bear interest at the lesser of 18% per annum or the maximum rate allowable by law. Buyer authorizes Federal to obtain credit reports, and make other credit inquiries as Federal deems necessary.

3 Title to Product. Security Interest. Until Buyer indefeasibly pays all amounts due therefor, Federal retains title to all Goods. Without limiting the foregoing, Buyer also grants Federal a security interest in all Goods purchased hereunder as security for Buyer's performance of all of its obligations and payment of all amounts due from it hereunder, which may be a purchase money security interest, and which Buyer warrants will be first and best. While title or a security interest remains with Federal, Goods will remain separate personal property, regardless of whether attached to other property, at the address to which it was delivered by Federal and Buyer will retain possession and control. Buyer will perform all acts necessary to perfect and assure retention of title and perfection of security interest in Federal, including but not limited to execution and delivery of security agreement(s), promissory note(s) and/or financing statement(s). This Agreement may be filed as a financing statement and Buyer appoints Federal as its attorney-in-fact to execute other financing statements, which power of attorney is coupled with an interest and is irrevocable.

4 Insurance and Risk of Loss. Buyer acknowledges and agrees that it bears the risk of loss, theft, destruction of, damage and all other casualties to the Goods from any cause whatsoever ("Losses"), from and after tender of delivery of the Goods to Buyer or the carrier. For so long as Buyer owes Federal any amount for Goods, Buyer will keep, at its cost, the Goods insured with insurance companies and in such amounts as are acceptable to Federal against all Losses, naming Federal as loss payee and additional insured and Buyer agrees to provide Federal with a certificate or other evidence of such insurance acceptable to Federal. Absent compliance with the foregoing, Federal shall have the right, but not the obligation, to obtain such insurance for Buyer, in which event Buyer agrees to pay Federal for all costs thereof.

5 Inspection; Selection of Product; Disclaimer of Warranties. At the time of delivery, Buyer shall inspect all Goods. Buyer's failure to reject Goods in writing (delivered to Federal's principal office) at the time of delivery shall be conclusive evidence that Buyer has accepted the Goods. Buyer may only reject Goods if it is not the Goods ordered by Buyer. All Goods and services are sold by Federal "AS IS, AND WITH ALL FAULTS." FEDERAL MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, CONDITION, PATENT, INFRINGEMENT, TITLE OR OTHERWISE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES. All Goods are intended to be sold without software, if any is applicable. In the event that software is included with Goods sold, in addition to the disclaimers set forth above, Federal makes no representations or warranties regarding Buyer's right to use such software, as to the performance of the software, its non-infringement or otherwise. In such circumstances, Federal recommends that Buyer contact the software or Goods manufacturer directly to resolve such issues. Federal shall not be liable to Buyer nor shall Buyer have any remedy against Federal for any loss, damage or expense of any kind, including but not limited to, liability for consequential, special, incidental or punitive damages or loss of profits, lost data, or for damages based upon strict or absolute liability in tort, damages in contract or by statute, caused directly or indirectly by any Goods purchased from Federal, and Buyer agrees to defend Federal, indemnify and hold Federal harmless for any and all such damages or claims of third parties related to Goods sold and/or installed by or for Buyer. Federal reserves the right to make changes to the Goods at no cost to Buyer and without imposing any obligation upon itself to make such changes that, as in Federal's sole judgment, either contribute to or meet the overall intent of this Sales Order including substitution of the Goods.

6 Default. In the event that Buyer fails to pay any amount or perform any obligation under this Agreement when due, or becomes insolvent, it will be in default of this Agreement. In the event of Buyer's default: Federal may repossess Goods to which it retains title; may execute on any security interest it has in Goods and may exercise all of the rights of a secured creditor under Article 9 of the Uniform Commercial Code; may declare immediately due and payable all amounts owed by Buyer to Federal; may cancel and terminate this Agreement; may suspend Buyer's rights and Federal's obligations under this Agreement for so long as a default exists; and may exercise any and all other rights at law and in equity. If directed to by Federal, Buyer shall make the Goods available to Federal for repossession or Federal may reposes Goods without prior demand or notice to Buyer, and in either case without court proceedings. Federal's rights and remedies upon default by Buyer are cumulative, not exclusive, and may be exercised by Federal in any order at its election.

7 Export Compliance. Buyer agrees to comply with all applicable export control and related laws and regulation and not to violate any applicable local, state, national or international law, statute, ordinance, rule or regulation. Federal reserves the right to cancel or rescind any sale at any time in the event it determines, in its absolute discretion, that the sale does or may violate applicable export or import control or related laws and regulations. The Goods and data under this Agreement may be subject to the Export Administration Regulations ("EAR") and non-U.S. import and export laws and regulations. Buyer acknowledges that: (i) U.S. statutes and regulations may impose restrictions on the export to countries outside of the United States of America of certain categories of articles and data; (ii) licenses from the U.S. Department of Commerce may be required before such articles and/or data can be exported; (iii) these licenses may impose additional restrictions on use and further disclosure of such articles and data; and (iv) the disclosure of such articles and data to foreign persons is subject to these statutes, regulations, license requirements, and restrictions regardless of whether the export occurs in the United States of America or abroad. Buyer represents and warrants that no Goods or data will be exported or

re-exported contrary to U.S. statutes, regulations, governmental authorizations, and applicable non-U.S. import and export laws and regulations. Buyer shall indemnify and hold Federal harmless from all claims, demands, damages, costs, fines, penalties, attorney's fees, and other expenses arising from Buyer's failure to comply with the above referenced laws and regulations. In the event that Buyer does not secure the services of a licensed customs broker for export shipments, Federal reserves the right to secure the services of any such customs broker as Federal sees fit to complete the transaction and Buyer agrees to reimburse all costs, fees and duties associated with such transaction.

8 Noncancellation. Buyer may not cancel, terminate for convenience, or direct suspension of delivery under this Sales Order, except upon mutually agreeable terms.

9 General Provisions. Buyer agrees not to disclose to others or to use any confidential information of Federal. Buyer may not assign or delegate this Agreement or any rights or duties hereunder, and any attempt to do so shall be void. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns. Amendments of this Agreement and waiver of any terms or performance must be in writing executed by the parties. This Agreement is governed by Ohio law without regard to conflict of laws. All actions on this Agreement shall be brought in the courts, state or federal, sitting in Cleveland, Ohio, provided that Federal may elect to commence actions in other forums and jurisdictions if it deems it necessary to protect its interests in the Goods. Federal shall be entitled to recover from Buyer Federal's reasonable attorneys' fees and costs and expenses incurred by it in any action if Federal is the prevailing party, and if allowed by applicable law. Buyer expressly waives trial by jury in any action related to this Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof and all prior discussions and agreements are merged herein. All notices may be delivered by hand, courier service such as Federal Express, mail, fax or email, and are deemed made when delivered. The undersigned execute this document as of the latest date shown below as their agreement to these terms and conditions and the Agreement of which they form a part.