

Before a paid invoice can be generated the form below must be completed and returned to GLInvoicing@liquidityservices.com .

If you have any questions please contact Customer Service at 480-367-1300.

SALES AGREEMENT FOR THE PURCHASE OF P&W SURPLUS ASSETS

Subject to Conditions of Sale set forth on reverse side, United Technologies Corporation, Pratt & Whitney a Delaware corporation having a place of business at 400 Main Street, East Hartford, CT 06082 ("P&W") agrees to sell to _____ a corporation having a place of business at _____

_____ ("Purchaser"), and Purchaser agrees to purchase from P&W, following Equipment which is surplus to P&W ("Equipment") and is identified by P&W by a "Brass Tag" identification number:

BRASS TAG#	SERIAL #	DESCRIPTION	PRICE
The total price of the Equipment (inclusive of any applicable taxes to be paid by Purchaser) is: <u>P&W acknowledges receipt of such payment.</u>			

ACCEPTED: _____ **DATE** _____

PURCHASER (COMPLETE NAME): _____

PURCHASER'S REPRESENTATIVE (PRINT NAME): _____

SIGNATURE OF PURCHASER'S REPRESENTATIVE: _____

TITLE OF PURCHASER'S REPRESENTATIVE: _____

PHONE NUMBER : () _____

VENDOR CODE (IF REQUIRED): _____

Sales Event: _____ Invoice: _____

ACCEPTED:

UNITED TECHNOLOGIES CORPORATION, PRATT & WHITNEY

P&W REPRESENTATIVE (PRINT NAME:) _____

SIGNATURE OF P&W'S REPRESENTATIVE: _____

TITLE OF P&W'S REPRESENTATIVE: _____

WHITE - SAMG CANARY – CUSTOMER ACCT. PINK – FACILITIES ACCT. GOLDENROD - PURCHASER

CONDITIONS OF SALE

- 1) Purchaser acknowledges that it has had adequate opportunity to inspect the Equipment and to satisfy itself of the condition of the equipment.
- 2) P&W has added its estimate of applicable taxes to the purchase price. In the event additional taxes are applicable to this sale, Purchaser agrees to promptly pay such taxes to P&W. In the event P&W has overcollected taxes, it will promptly refund the overcollection amount to Purchaser.
- 3) All equipment is sold **“As is, where is, and in place”**. No description of the equipment will be deemed a representation of warranty by P&W. P&W shall not be liable for the condition, use, operation or status of the Equipment or to provide any notification thereof to Purchaser. Purchaser shall be responsible for compliance with applicable export laws and regulations and where required shall obtain an export license to export the goods out of the United States. P&W shall convey clear title to the Equipment to Purchaser. Except for the foregoing warranty of title, **P&W disclaims all warranties, express or implied, including but no limited to, the warranties of merchantability and fitness for a particular purpose.** In no event shall P&W be liable for any damages of any nature, including without limitation, damages for personal injury, damages to property or death, however occasioned, including where alleged as resulting from negligence or otherwise.
- 4) Purchaser agrees to indemnify and hold harmless P&W, its officers, directors and employees from any and all damage, liability, personal injury, property damage, expense cost, loss or claims of any nature arising out of the Purchaser’s purchase of the Equipment.
- 5) Purchaser agrees that it and its agents will abide by P&W’s facility rules and procedures while on P&W’s premises.
- 6) Purchaser warrants that Equipment will be used in Purchaser’s business operations or will be resold as usable equipment and is not being purchased for sale as scrap.
- 7) Purchaser shall be responsible to provide proper safety devices and/or other Governmental safety requirements applicable to the Equipment.
- 8) If for any reason P&W is unable to make the Equipment available to Purchaser all amounts paid by Purchaser shall be promptly returned to Purchaser. P&W shall not have any liability to Purchaser for failure to deliver Equipment.
- 9) Neither P&W nor Purchaser shall be liable under this agreement for any delays caused by conditions beyond its control and not due to its fault, including fires, earthquakes, labor disputes and Acts of God.
- 10) Upon full execution of this agreement, Purchaser shall have (2) two weeks to remove the aforementioned Equipment for P&W’s premises.
- 11) If any of the Equipment at time of sale is connected to P&W’s utilities or contains operating fluids, P&W will be responsible for disconnecting the Equipment from its utilities and draining operating fluids.
- 12) Purchaser shall make arrangements with an approved P&W rigging company for removal of the Equipment from its current location to the P&W loading dock and onto Purchaser’s truck (except at Purchaser’s request, P&W will advise if, in a specific case, its riggers will move the Equipment to the loading dock and onto Purchaser’s truck). Purchaser shall be responsible for proper packing of the Equipment to ensure no damage occurs during transportation and for transporting the Equipment to Purchaser’s facilities.
- 13) This Agreement shall be governed and construed under the laws of the State of Connecticut (without regard to its choice of law rules).
- 14) The terms and conditions herein constitute the entire agreement between the parties and supersede all previous agreement and communications, whether oral or written, between the parties with respect to the sale of the Equipment. No agreement changing the terms hereof shall be binding on P&W, unless accepted in writing by P&W.