

GENERAL SALE TERMS AND CONDITIONS

1. DEFINITIONS. As used throughout this contract, the following terms mean:

- a) "Government" means the Government of the United States, acting through the United States Department of Energy.
- b) "DOE" means the United States Department of Energy as established by the Department of Energy Organization Act, PL.95-91.
- c) "The Secretary or his designee" means the Department of Energy Secretary or any duly authorize representative thereof, including the Manager, San Francisco Operations Office.
- d) "University" means the Board of Trustees of the Leland Stanford, Jr., University or any duly authorized representative thereof.

2. INSPECTION. The Bidder is invited, urged and cautioned to inspect the property to be sold prior to submitting a bid. Property will be available for inspection at the places and times specified in the Invitation. In no case will failure to inspect constitute grounds for the withdrawal of a bid after opening.

3. CONDITION AND LOCATION OF PROPERTY.

Unless otherwise specifically provided in the Invitation, all property listed therein is offered for sale "as is" and "where is." If it is provided therein that the University shall load, then "where is" means f.o.b conveyance at the point specified in the invitation. The description is based on the best available information. However, the University makes no warranty express or implied, as to quantity, kind, character, quality, weight size, or description of any of the property, or its fitness for any use or purpose. Except as provided in Conditions No. 8 and 10, no request for adjustment in price or for rescission of the sale will be considered. This is not a sale by sample.

4. MANNER OF PAYMENT. Unless otherwise specified by the University in writing, payment of the full purchase price, subject to any adjustment for variation in quantity or weight pursuant to Condition No. 8 hereof, shall be made prior to delivery and removal of property by the Bidder. No cash discount will be allowed. The University shall have the right to require, upon demand, a deposit not to exceed 50% of the purchase price of such property. All payments hereunder shall be made in lawful money of the United States of America, and unless a different place be designated, shall be made at the University's place of business stated herein.

5. TITLE. Unless otherwise specified in the Invitation, title to the items of property sold hereunder shall vest in the Purchaser as and when full and final payment is made, except that if the Invitation provides that loading will be performed by the University, title shall not vest until such payment and loading are completed.

6. DELIVERY AND REMOVAL OF PROPERTY.

Unless otherwise specified in the invitation, the Purchaser shall be entitled to obtain the property upon vesting of title of the property in him. Delivery shall be made at the designated location, and the Purchaser shall load and remove the property at his expense within the period of time originally specified in the Invitation or within such additional time as may be allowed by the University and should do so in a manner fully compliant with state, local and federal laws and regulations. The Purchaser shall reimburse the University for any damage to University or Government property caused by the removal operations of the Purchaser. If the Purchaser is permitted by the University to remove the property after the expiration of the period prescribed or allowed for removal, the University, without limiting any other rights which it may have, may require Purchaser to pay a reasonable storage charge.

7.a. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.

Quantity or weight of property described herein may be designated as an estimated amount rather than the actual amount available for delivery hereunder. In the event of variation between the quantity or weight designated for such property purchased by Bidder hereunder and the actual quantity or weight delivered or tendered for delivery to Bidder, the purchase price of such property shall be adjusted on the basis of the unit price quoted; provided, however, that no adjustment for such variation will be made where such property is purchased on a price "per lot" basis.

7.b. WEIGHING.

Where weighing is necessary to determine the exact purchase price hereunder, the Purchaser shall arrange for and pay all expenses of weighing materials (unless University scales are available on the premises). All switching charges shall be paid by the Purchaser. When removal is by truck, weighing shall be under the supervision of the University and at its option on: (a) University scales, (b) certified scales, or (c) other scales acceptable to both parties. When removal is by rail, weighing shall be on railroad track scales, or by other means acceptable to the railroad for freight purposes. University-approved weighing shall establish the exact purchase price and govern the making of full payment thereon.

- 8. DEFAULT.** If, after the award, the Purchaser breaches the contract by failing to make payment as required by Condition No. 4 or by failing to remove the property as required by Condition No. 6, then the University may send the Purchaser a fifteen day written notice of default (calculated from the day of mailing), and upon Purchaser's failure to cure such default within that period (or such further period as the University may allow), the Purchaser shall lose all right, title and interest which he might otherwise have acquired in and to the property as to which a default has occurred. The University may based on the default on one contract terminate other contracts. The Purchaser agrees that in the event he fails to pay for the property or remove the same within the prescribed time, the University at its election and upon notice of default shall be entitled to retain (or collect) as liquidated damages a sum equal to 20% of the purchase price of the item (or items) as to which the default has occurred. Whenever the University exercises this election, it shall specifically apprise the Purchaser either in its original notice of Default (or in separate subsequent written notice) that upon the expiration of the period prescribed for curing the default the formula amount will be retained (or collected) by the University as liquidated damages. If the Purchaser in any other way fails in the performance of his obligations thereunder, the University may exercise such rights and may pursue such remedies as are provided by law or under the contract.
- 9. RISK OF LOSS.** The University shall in no event be liable for any loss, damage or destruction occurring after passage of title to Purchaser, or during handling, loading, transport or other removal of such property by Purchaser, pursuant thereto. Regardless of when title passes to Purchaser, Purchaser shall be liable for all risk of loss, damage or destruction occurring after expiration of the time specified herein for removal of such property. The University's liability hereunder if any, shall in no event exceed the obligation to refund the purchase price.
- 10. TAXES.** The Purchaser agrees to be solely responsible for any tax which may be imposed upon the University and/or the Government, as a result of the sale to and use by the purchaser of the property described herein.
- 11. COVENANT AGAINST CONTINGENT FEES.** Purchaser warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. For breach of this warranty, the University shall have the right to annul this contract without liability or at its option, to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration set forth.
- 12. OFFICIALS NOT TO BENEFIT.** No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, unless it be made with a corporation for its general benefit.
- 13. INDEMNIFICATION.** It is expressly understood that the above-described property is sold as a salvage item, as is, without warranty express or implied. Further the Buyer, for himself, his heirs, executors, administrators and assignees agrees to indemnify and hold harmless Stanford University, the United States of America, the U.S. Department of Energy and its other cost-type contractors, and their agents and employees from, and to defend said entities against, any and all claims, demands, liability, actions or causes of action arising out of, resulting from, related to, or in anyway connected with the removal, transport, storage, use or handling of said property by anyone whomsoever, and further agrees to pay all attorney fees, cost and expenses that may be incurred in payment of amounts claimed, defending claims, and/or satisfying any judgment or settlement that may be rendered in connection therewith.
- 14. INSURANCE.** Purchaser further agrees to maintain, and to cause any carrier designated by Purchaser to remove such property, to maintain, public liability and property damage insurance in reasonable amounts to cover obligations set forth at Condition 13, Indemnification.
- 15. ASSIGNMENT.** Purchaser may not assign any contract resulting from this Invitation to Bid without prior written consent of the University
- 16. MODIFICATIONS OF PROVISIONS.** Neither this Invitation to Bid nor any resulting contract may be varied or amended except by an instrument in writing signed on behalf of the University and Purchaser by persons respectively thereunto duly authorized.
- 17. EXPORT.** Equipment, material, or information that is acquired under this agreement may be subject to U.S. Government laws and regulations requiring Buyer to obtain an appropriate export license or authorization before shipment, delivery, or transport to another country or a foreign person. It is expressly understood and stipulated that the Buyer is responsible for compliance with applicable law.
- 18. DISPOSAL.** Equipment or material acquired under this agreement may be subject to, and Buyer may be required to comply with, local, state, and federal requirements pertaining to the handling, transport, and disposal of such equipment or materials. It is expressly understood and stipulated that the Buyer is responsible for compliance with applicable law.