

BILL OF SALE AND AGREEMENT

FRAPPA LLC

This Bill of Sale and Agreement, dated _____, is by and between Frappa LLC, acting through its **Sales Agent**, Commercial Asset Liquidators _____ (**FRAPPA**) and the undersigned (**Buyer**).

1. In consideration of \$ _____ paid to FRAPPA, FRAPPA does hereby sell, assign, transfer, and set over to Buyer all right, title, and interest of FRAPPA in and to the personal property identified on **Exhibit A (Property)**. Delivery of the Property is estimated to take place on ASAP, but this is an estimate only, and FRAPPA shall have no liability to Buyer, or anyone claiming through Buyer, for its failure to deliver the Property on that date even if due to the negligence of FRAPPA or its agents.
2. FRAPPA warrants that it is the owner of the Property free an clear of any liens or other encumbrances. Except for warranty of title, the Property is sold **AS IS, WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTY OF NON-INFRINGEMENT OF THE PROPRIETARY RIGHTS OF THIRD PARTIES; FRAPPA HEREBY DISCLAIMS AND BUYER HEREBY WAIVES ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR DEMAND IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PATENT INFRINGEMENT, OR OTHERWISE WITH RESPECT THERETO.** Without limiting the generality of the foregoing, Buyer acknowledges and agrees that Frappa LLC neither represents nor warrants that the Property will operate satisfactorily in Buyer's facilities or that any such items comply with any applicable federal, state, or local laws, ordinances, regulations, or standards, including, but not limited to, regulations and standards promulgated under federal and state environmental or occupational safety and health laws. **Please Initial** _____
3. Buyer acknowledges that it has been afforded full and complete opportunity to inspect and investigate, has inspected and investigated the Property, and is purchasing the Property "as is," based solely upon its own evaluation of the property. **Please Initial** _____
4. The sale of Property is FRAPPA facility; delivery of the Property takes place, and title and risk of loss to the Property passes from FRAPPA to Buyer, upon the loading of such items on the trucks of the carrier selected by Buyer. FRAPPA shall be responsible for disconnecting, dismantling, packaging, preparation for shipment, and loading of the Property onto the truck(s) of the carrier selected by purchaser to transport such items. **Please Initial** _____
5. FRAPPA shall bear the risk of loss of the Property until such time as they are delivered to the Buyer; provided however, that in the event such property is lost, damaged or destroyed by any cause whatsoever (excluding, however, any caused by the acts or omissions of Buyer or its agents) this Agreement shall terminate with respect to such items. Any purchase price paid will be returned to the Buyer. FRAPPA shall have no other liability to the Buyer with respect to such lost or damaged property. **Please Initial** _____
6. **FRAPPA LLC SHALL NOT BE LIABLE TO BUYER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF ANY ACT OR OMISSION REFERRED TO IN OR RELATED TO THE PERFORMANCE OF THIS AGREEMENT, OR TO THE USE, OPERATION, OR MAINTENANCE OF THE PROPERTY BY ANY PERSON, WHETHER OCCASIONED BY BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, ENVIRONMENTAL PATENT INFRINGEMENT, OR OTHERWISE.** **Please Initial** _____
7. Buyer, at its sole expense, shall defend, indemnify and hold harmless FRAPPA, its officers, directors, agents, and employees, from all claims, suits, liabilities, damages, and losses (including death, personal injury and property damage), judgments, obligations, fines, penalties, costs of defending or settling (including attorney's fees and court costs) of any kind or character (whether based on breach of contract, breach of warranty, tort (including strict liability), intellectual property rights or otherwise), arising out of or related to (a) the breach by Buyer of its obligations under this Agreement, or (b) the acts or omissions of Buyer, its agents or employees, (c) the transportation, operation, use, handling, storage, sale, transfer or disposal of the Property, or any products produced from or with the Property after delivery of the Property to Buyer. **Please Initial** _____
8. Buyer acknowledges that the sale of the Property does not include any sale, transfer, or assignment of any patents, licenses, or technical information with respect to the Property. **Please Initial** _____
9. Buyer also acknowledges that the Property may be subject to federal, state or local environmental laws or regulations, including, but not limited to CERCLA, RCRA, TSCA and DOT. Buyer represents that the Property is usable, valuable and that Buyer has an intended use for the Property. If, subsequent to transfer of title to Buyer, Buyer forms an intent to dispose of any of the Property, Buyer agrees to conduct any disposal activities in compliance with all laws. **Please Initial** _____
10. Buyer shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Property or goods produced with the Property, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, and occupational health/safety. Buyer further represents that it will not utilize slave, prisoner or any other form of forced or involuntary labor in connection with the refurbishment or use of the Property or goods produced with the Property. At FRAPPA's request, Buyer shall certify in writing its compliance with the foregoing.
11. Buyer shall pay any and all sales, use, transfer, filing, and other similar taxes or governmental charges with respect to the sale or purchase of the Property. **Please Initial** _____
12. This Bill of Sale and Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Bill of Sale and Agreement shall be governed by, and construed in accordance with, the laws of the jurisdiction of the Frappa Location at which the Property was located. **Please Initial** _____
13. This Bill of Sale and Agreement, including the attached certification of compliance with export control laws, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements and negotiations. This Bill of Sale and Agreement may only be modified, amended, or supplemented by written amendment executed by authorized representatives of the parties. Failure by either party to enforce any term or condition herein or to exercise any of its rights hereunder, shall not be construed as thereafter waiving such terms, conditions or rights. In no event shall any course of dealing, custom or usage of trade modify, alter or supplement any of the terms or provisions contained herein. **Please Initial** _____

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Agreement to be duly executed on the date set forth above.

Sales Agent
as agent for Frappa LLC

Buyer: _____ (**Company if any**)

By _____ (Signature)

By _____

Name: _____

Address: _____

Date: _____

Complete your company / personal info at left, and fill in bid amount only at top of page and please initial paragraphs 1 - 13