**3M Surplus Equipment Advisory**

Advisory #: E09082020

Date: September 8, 2020

3M is seeking bids for the Equipment described below:

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| **Equipment**:  **Description of Equipment**:  **Present Form**: | **Sysco Hydraulic Press**   * Manufacturer: Sysco Machinery Corp * Supplier: Associated Pacific * Model Number: CPC-70 * Serial Number: 170010 * Tonnage: 70 tons * Year: 2003 * Rate: We run it a one punch every 3.27 seconds (not sure what it is rated for) * Dimensions:   + Length from infeed to discharge – 100 inches   + Height of machine – 90 inches   + Width at infeed – 75 inches   + Width at discharge – 134 inches   See Attached Powerpoint for photos. **This unit weighs 24,000 pounds and 3M will have an approved rigger load onto buyer’s truck.** Flatbed truck must be used for loading/hauling. It is driver’s responsibility to make sure load is secure to flatbed. **Piece must be picked up on Monday, September 28, 2020**. This is when the rigger will be in to load it. |  |
| **Restrictions on Your Resale of Equipment**: | **Buyer will agree to terms laid out in the Good Sale Agreement if equipment is awarded. If you’re interested in viewing this item, please contact Brandon Rodriguez at (574) 675-1051.**  No sales to United States Government: You will not sell any of the Equipment to the United States Government without prior written approval from 3M’s Resource Recovery team and your acceptance of and compliance with additional government sales terms to be provided by 3M.  You must remove all 3M identification from Equipment and its packaging and shipping containers.  You must not sell Equipment or any product into which Equipment is incorporated in areas that compete with 3M products.  If the Equipment is a 3M branded Equipment, then you must not sell, trade or otherwise transfer the Equipment in the form in which you receive it from 3M.  You must not use Equipment in any manner that creates any environmental hazard. |  |
| **Payment Terms**: | 3M may require a down payment or payment in full prior to Equipment pick-up. If 3M grants you credit terms, then payment is due within 30 days after invoice date. A copy of your sales tax exemption certificate must be on file with 3M at the time you receive the Equipment or applicable sales tax will be charged. You will pay an administrative fee of $50 plus all applicable bank charges if your check is dishonored by your bank for any reason. |  |
| **Delivery**: | Equipment is sold EX WORKS (Incoterms 2010), the site located at **5457 W. 79th** **Street**, Indianapolis, IN 46268. Unless agreed otherwise by 3M, you will pick up the Equipment at the Site as requested by the 3M Site representative. If 3M agrees to ship the Equipment to you, 3M will arrange for shipment of the Equipment to you (at your risk) and add the freight charges to the invoice. |  |
| **Sales Terms**: | YOU ARE SOLELY RESPONSIBLE FOR DETERMINING IF EQUIPMENT IS FIT FOR YOUR PARTICULAR INTENDED PURPOSES AND IS SUITABLE FOR YOUR PRODUCTION METHODS. YOU ARE RESPONSIBLE FOR ENSURING THAT EQUIPMENT IS HANDLED IN A SAFE MANNER.  EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY LAW, EQUIPMENT IS SOLD TO YOU ON AN “AS IS, WHERE IS” BASIS. EXCEPT AS TO TITLE, 3M MAKES NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY WARRANTY ARISING FROM CUSTOM, COURSE OF DEALING, OR USAGE OF TRADE. 3M’s statements, engineering or technical information, and recommendations are provided for your convenience, and 3M does not warrant their accuracy or completeness. 3M has no responsibility for any defects or deficiencies in the Equipment.  You will indemnify, defend, and hold harmless 3M, its affiliates, and their respective successors, assigns, officers, directors, employees, and agents from any claim, liability, loss, damage, lien, judgment and cost, including, without limitation, reasonable attorneys’ fees and other litigation expenses, and environmental investigation and clean-up costs, with respect to: (a) your failure to comply with your obligations under this Surplus Equipment Advisory; (b) any act or omission by you, your employees, agents or subcontractors; and (c) any third party claims arising out of your failure to handle, package, store, treat, remove, transport, resell and/or dispose of any Equipment or any residue from the processing of Equipment in full compliance with all applicable local, state, national and international statutes, rulings, regulations, ordinances, orders, and governmental directives ("Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sections 9601 et seq. as amended, known as “CERCLA”), the Hazardous Materials Transportation Act (49 U.S.C. Sections 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901 et seq., known as “RCRA”), or any other current or future Law of similar effect. These indemnities do not affect any other 3M remedies. This Section paragraph will be construed liberally in favor of indemnification. If applicable Law limits or precludes any aspect of these indemnities, the indemnities will be limited only to the extent necessary to comply with that applicable Law.  If 3M is held by a court of competent jurisdiction to have any liability with respect to any Equipment sold under this Surplus Equipment Advisory, then your exclusive remedy and 3M’s sole obligation will be, at 3M’s option, to replace the quantity of that Equipment sold to you or to refund the purchase price you paid for that Equipment. EXCEPT AS STATED IN THIS PARAGRAPH AND AS IS SPECIFICALLY PROHIBITED BY LAW, 3M WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS AND COMMERCIAL RIGHTS) IN ANY WAY RELATED TO THE EQUIPMENT OR THIS Surplus Equipment Advisory, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH SUCH DAMAGES ARE SOUGHT.  Any claim or dispute arising from, or relating to, Equipment or this Surplus Equipment Advisory will be: (a) governed by the laws of the State of Minnesota, United States of America, without regard to its conflicts of law provisions; and (b) resolved only by the sequential methods outlined in this paragraph, except that a Party may, at any time, seek equitable relief from the designated court(s) to prevent immediate or irreparable harm to it. The 1980 United Nations Convention on Contracts for the International Sales of Goods will not govern this Agreement. First, the Parties will meet at mutually agreed time(s) and location(s) to resolve in good faith any claim or dispute after a Party's written negotiation request. If the matter is not resolved within sixty days after that request, then, on a Party's written request, they will enter into non-binding mediation to be conducted at mutually agreed time(s) and location(s), using a neutral mediator having experience with the applicable industry. Finally, as a last resort, either Party may commence litigation, but only in a federal or state court of competent jurisdiction in Ramsey County, Minnesota. Each Party consents to the Minnesota courts' personal jurisdiction and will bear its own costs in dispute resolution. All negotiations will be conducted in English, and all documents will be written in English. All negotiations are confidential and will be treated as settlement negotiations. |  |
| **Bid Due Date**: | Thursday, September 17, 2020 **by 4:00 pm. CST** |  |
| **Bid**: | Send your bid to **3mresourcebidsale@mmm.com** using:  **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sysco Hydraulic press**  By issuing a Bid, you accept all this Surplus Equipment Advisory's terms and agree that your Bid remains open for 3M's acceptance for 30 days after 3M's receipt of that Bid. If you have any questions, call Deverie Wistl at 651-736-6873.  3M has the absolute right to refuse any and all bids and to cancel the sale of the Equipment with no liability. |  |

**AGREED TO AND ACCEPTED BY:**

**Signature: 3M COMPANY**

**Company: By: Ann Millerbernd**

**By:**   **Title: Resource Recovery Supervisor**

**Title:**

**Email:**

**Phone No.:**