

## **BILL OF SALE AND INDEMNITY AGREEMENT**

At an auction held on March 3 and/or March 4, 2021 by Perfection Global LLC, with a business address of 2550 Arthur Ave, Elk Grove Village, IL, 60007, \_\_\_\_\_ ("Buyer") was the high bidder for certain personal property being sold at auction by Halliburton Energy Services Inc, a Delaware company, whose address is 3000 N Sam Houston Pkwy East, Houston TX 77032 hereinafter called "Seller".

In consideration of Buyer's payment of the sum of \_\_\_\_\_ AND \_\_\_/100 UNITED STATES DOLLARS (US\$\_\_\_\_\_), which excludes sales/use taxes collected by the Auctioneer if applicable, the receipt and sufficiency whereof is hereby mutually acknowledged and confessed by Buyer and Seller, Seller has bargained, sold, assigned, transferred and delivered and by these presents does hereby bargain, sell, assign, transfer and deliver unto the Buyer all that personal property described as follows, to wit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(collectively, the "Personal Property").

**TO HAVE AND TO HOLD** the Personal Property, to the Buyer its successors and assigns, forever.

Seller warrants to Buyer clear title to the Personal Property, free from any and all liens or other encumbrances.

**BUYER ACKNOWLEDGES AND AGREES THAT: (1) THE PERSONAL PROPERTY IS HEREBY CONVEYED IN ITS STRICT "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE QUALITY, CONDITION OR SUITABILITY OF THE PERSONAL PROPERTY FOR ANY PURPOSE WHATSOEVER OR WITH RESPECT TO THE PRESENCE OF HAZARDOUS OR POTENTIALLY HAZARDOUS MATERIALS OR SUBSTANCES OF ANY KIND THEREON OR ASSOCIATED THEREWITH; (2) BUYER HAS FULLY EXAMINED AND INSPECTED SAID PERSONAL PROPERTY, AND HAS IN ALL RESPECTS ACCEPTED AND APPROVED THE SAME AND ALL PARTS AND APPURTENANCES THEREOF; AND (3) BUYER ACCEPTS THIS BILL OF SALE AND INDEMNITY AGREEMENT WITH THE UNDERSTANDING THAT EXCEPT FOR THE EXPRESS WARRANTY OF TITLE HEREIN, THE SELLER HAS MADE NO OTHER REPRESENTATION OR WARRANTIES RESPECTING THE NATURE, TITLE, QUALITY, CONDITION OR SUITABILITY OF SAID PERSONAL PROPERTY AND ANY APPURTENANCES THEREUNTO BELONGING FOR ANY PURPOSES WHATSOEVER.**

**BUYER AGREES THAT BUYER IS FULLY LIABLE AND RESPONSIBLE FOR ALL RISK OF LOSS ASSOCIATED WITH ANY DELIVERY, USE, TRANSPORTATION, RESALE OR DISPOSAL OF SAID PERSONAL PROPERTY, AND HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM ANY AND ALL CLAIMS, DEMANDS, COSTS, EXPENSES OR CAUSES OF ACTION FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, INCLUDING ANY DAMAGES TO NATURAL RESOURCES OR THE ENVIRONMENT, OR VIOLATION OF ANY FEDERAL, STATE, COUNTY, MUNICIPAL OR LOCAL LAWS, DUE TO ANY OWNERSHIP, USE, TRANSPORTATION, RESALE OR DISPOSAL OF SAID PERSONAL PROPERTY SUBSEQUENT TO THE ACQUISITION OF TITLE TO THE PERSONAL PROPERTY HEREUNDER.**

**NEITHER THIS BILL OF SALE AND INDEMNITY AGREEMENT NOR THE PAYMENT OF ANY CONSIDERATION REQUIRED HEREBY OPERATES OR SHALL BE DEEMED TO OPERATE TO GRANT, AND SHALL NOT BE CONSTRUED AS GRANTING, TO BUYER A LICENSE OR ANY**

**RIGHTS UNDER ANY OF SELLER'S INTELLECTUAL PROPERTY RIGHTS WHATSOEVER, INCLUDING, ANY OF SELLER'S PATENT, TRADEMARK, COPYRIGHT, OR TRADE SECRET RIGHTS, OR THE GRANTING OF ANY RIGHT TO USE SELLER'S NAME OR MARKS WHATSOEVER.**

Buyer acknowledges that Buyer shall be solely responsible at its own risk and expense for the removal of the Personal Property from the real property located at \_\_\_\_\_ ("Real Property").

Buyer acknowledges that Buyer shall not be granted access to the Real Property unless and until Buyer has provided Grantor with a certificate of insurance, naming Grantor as an additional insured and providing a waiver of subrogation, by an insurance carrier acceptable to Licensor in its sole and absolute discretion, covering worker's compensation (to the extent required by law), commercial general liability with a limit of liability of not less than \$1,000,000 per occurrence and comprehensive automobile liability with a limit of liability of not less than \$1,000,000.

**IN WITNESS WHEREOF**, the Seller and Buyer has caused this Bill of Sale and Indemnity Agreement to be signed by their duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**SELLER:**

**BUYER:**

**Halliburton Energy Services Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **Instructions to Fill out the respected Bill of Sale Above**

### **Page 1**

Paragraph 1: This paragraph needs a name filled in that matches the buyer on file. If your invoice says XYZ Manufacturing then this line should also say XYZ Manufacturing. If your invoice is addressed to John Smith and not a company name, then this line should say John Smith.

Paragraph 2 This paragraph needs an amount that is JUST the sum of the amount you actually bid for the lots. DO NOT INCLUDE any taxes you may have paid, your Buyer's Premium you paid or any additional fees you may have paid. AS AN EXAMPLE: If you bid lot # 1234 for 1000.00, there may be an additional tax charge if you are not exempt and there will be a buyer's premium. DO NOT INCLUDE the amount in this line above the 1000.00 bid.

Lines below Paragraph 2 are for you to fill in your Lot # and Description. For Example, Lot #1 Toolchest

### **Page 2**

Paragraph 2: This paragraph also needs an address from which your items are being picked up at. If the item is in Carrollton Texas, the address is 2601 E Belt Line Rd Carrollton TX 75006. If your item is from Duncan OK, the address is 100 E Halliburton Blvd, Duncan OK 73536. If your item is from Heathrow Rd Houston Tx. The address is 14524 Heathrow Forest Parkway, Houston TX 77032

Paragraph 4 Needs you to fill in the date that you are completing the form

Signature lines are at the bottom right of page 2 for the buyers. 1<sup>st</sup> line should be the signature of the buyer of record. Second line is his or her printed name. Third Line is his or her title if applicable.

Once the above is completed, it will need to be scanned and sent back to [billing@perfectionindustrial.com](mailto:billing@perfectionindustrial.com) for confirmation and to make an appointment to pick up your items.