



FOR IMMEDIATE SALE

ONE (1) USED 14kV/6.3MVA 50/60HZ. ABB (DRY) PORTABLE TRANSFORMER

STOCK NO. MTR-06-4002

SPECIFICATIONS:

Type: TS

Mfg. 2013

Power Factor: 0.8

Phase-3

ABB Transformer Type: CTMU18 HA 3150

Transformer is cooled by three thermostatically controlled cooling fans 20-foot container certified for world shipping



CONDITION: Good / Functional

WARRANTY: As Is / Where Is

FOB: Your Truck/Warehouse SE USA

PRICE: Call For Quotation



CTG Power Systems International, LLC (CTG) is the seller of this equipment and will facilitate all aspects of the equipment transaction. CTG's Terms and Conditions governing used surplus equipment will apply. Additional services such as shipping and insurance, engineering and installation are available through CTG and will be performed under a separate contract, if requested.

A non-revocable purchase order accompanied by verification of the availability of funds is required. Inspection is encouraged and will be arranged within 72 hours advance notice. Buyer will be required to render a non-refundable deposit of up to 25% of the total purchase price to secure the option to purchase and financial closing with balance due 75% within 30 days of inspection and no later than 5 days prior to load out, whichever event occurs earlier.

For more information and firm proposal, please contact CTG:

CTG POWER SYSTEMS INTERNATIONAL, LLC (CTG)

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TERMS AND CONDITIONS OF SALE

GENERAL

This document together with any additional documentation signed by Seller and Buyer represents the Agreement between the parties. These terms may not be modified except in writing signed by an authorized representative of Seller. Any terms and conditions submitted in Buyer's inquiry or purchase order shall be null and void unless specifically agreed to in writing signed by an authorized representative of Seller. Catalogs, circulars and similar pamphlets of Seller are provided for general information purposes only and are not a part of the Agreement. Except as expressly contained herein no representation or warranty is made as to performance, size, durability, or other specifications of Seller's products and any information contained in catalogs, circulars and similar promotional or advertising material is for general informational purposes only.

TAXES/DUTIES

Any sales, use or other similar type taxes or import or export duties imposed on this transaction are not included in the price. Such taxes and/or duties shall be billed separately to Buyer. Seller will accept a valid exemption certificate from Buyer if applicable; however, if such exemption certificate is not recognized by the governmental taxing authority involved and Seller is required to pay the tax covered by such exemption certificate, Buyer shall promptly reimburse Seller for the taxes paid.

EXCUSABLE DELAYS

Seller shall not be responsible for nonperformance or delays in performance occasioned by any causes beyond Seller's reasonable control, including, but not limited to labor difficulties, delays of vendors or carriers, Seller's prompt receipt of Buyer's equipment, Seller's compliance with Buyer's change orders, fires, acts of God, war, non-governmental actions and material shortages. Any delays occasioned by such circumstances shall affect a corresponding extension of Seller's performance dates.

DELIVERY, TITLE AND RISK OF LOSS

Delivery manifests and dates are approximate, and are based upon prompt receipt of approvals, receipt of equipment from Buyer or vendors (as may be appropriate), or otherwise prompt receipt of all necessary information. Unless otherwise specified by Seller, all shipments are F.O.B., Seller's facility. Full risk of loss (including transportation delays and losses) shall pass to Buyer upon delivery of products to the F.O.B. point, or if Seller consents to a delay in shipment at the request of Buyer, risk of loss shall pass to Buyer upon notification by Seller that equipment is ready for transport.

WARRANTY

This ABB Dry Type Transformer is offered and sold "As is/Where is" with no warranty unless specifically agreed to elsewhere and the effects of corrosion, erosion and normal wear and tear are specifically excluded, and Seller will be held harmless. Seller will not be liable to Buyer for any loss or injury to persons or property (including the machinery which is the object of the work) caused in whole or in part by (1) the acts of Buyer or its agents, (2) failure to observe Seller's instructions, or (3) failure or malfunctioning of anything not furnished by Seller. The preceding paragraphs set forth the exclusive remedies for warranty claims, and upon the expiration of the warranty period, all such liability shall terminate.

PAYMENT TERMS

Payment terms are as indicated in the proposal. Invoiced milestone payments are due within thirty days of invoice date. If the order is placed from outside the United States, an irrevocable letter of credit will be required, drawn on a bank acceptable to Seller for the amount of the order. Payment will be drawn against the letter of credit. Payment received thirty days after the invoice date is subject to interest charges at the maximum allowable rate as provided by applicable law.

LIMITATION OF LIABILITY

Seller shall in no event be liable to Buyer or any successor or any consequential, incidental, or indirect damages arising out of this prospectus or any breach thereof, including but not limited to damages resulting from: loss of use, profits, revenue, interest or goodwill; work stoppage, impairment of other goods, shutdown or non-operation, increased expenses of operation; cost of purchase of replacement power, or claims of Buyer or customers of Buyer for service interruption whether or not such loss or damage is based on contract, indemnity, tort, product or strict liability or otherwise.

THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE. THE TOTAL LIABILITY OF SELLER WITH RESPECT TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT WHETHER BASED ON CONTRACT, INDEMNITY, TORT, PRODUCT OR STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE CONTRACT PRICE OF THE AGREEMENT OR THE PART UPON WHICH SUCH LIABILITY IS BASED.

ASSIGNMENT

Neither party shall assign or transfer the intended LOI without the prior written consent of the other party, which shall not be unreasonably withheld.

GOVERNING LAW

The rights and obligations of the parties shall be governed by the laws of the State of Florida, excluding conflict of laws provisions.