



## DECOMMISSIONED 2000KW SIEMENS/BIOCHAMM BIOMASS POWER PLANT

ITEM NO. CTG~BMP-8002

### OVERVIEW

Capacity: 2 MW. The plant uses residual biomass derived from forestry operations as feedstock. Main components consisting of the following: 15600-liter Biochamm BCV-11000 CA Boiler, 730 Psi (50.4 bar) MAWP @755F. 2103 kW Siemens SST-110 steam turbine generator, live steam 448 psi (44.7 bar) MAWP @773F. (2) Hamworthy AA43 CD32 condenser, 5693 liter shell capacity, MAWP 45 psi @752F. 1168 liter Tube capacity, MAWP 87 psi @212F. (2) EWK 1260 cooling towers. Plant built in 2008, shutdown 2023.

### Scope of Supply (Major Components):

- Feeding Silo
- Grate
- Combustion Chamber
- Expansion Tank
- Deaerator
- Economizer
- Air Preheater
- Chimney
- Filter
- Sample Cooler
- Bottom Discharge Tank
- Continuous Discharge Tank
- Steam turbine
- Generator





## 1.0 Exclusions:

- Dismantling, Crating and Loading
- Taxes
- Civil work
- Commissioning and Startup (Optional)
- Freight
- Crainage

## 2.0 Delivery

Availability is ten (10) days after full payment. Any change in the above scope may affect price and or delivery. Equipment offer is Subject to Availability and can be secured with a 25% non-refundable deposit subject to terms set out in a formal proposal.



### 3.0 Warranty

This equipment is sold **As Is/Where Is**.

### 4.0 Payment Terms

All equipment is offered subject to prior sale or disposition and written confirmation by CTG Power Systems Intl., LLC prior to acceptance of order. All sales are subject to CTG Terms and Conditions a copy of which will be provided to customer.

### 5.0 Price:

Call CTG For Pricing

The following terms will secure the units immediately:

- Bank Letter Confirmation of Funds
- Irrevocable Corporate Purchase Order accompanied by a non-refundable 25% Cash Deposit ( after inspection)
- Balance Due Prior to Removal and load out.

**FOR MORE INFORMATION PLEASE CONTACT:**

### **CTG Power Systems Intl., LLC**

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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 Sellers 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 Biomass Plant is sold **As IS/Where Is** 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 and in accordance with Seller's credit terms. 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 for 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 provision.