

## ASSET RECOVERY & RECYCLING Surplus Sales Form

Releasing Store Location / Facility Code: \_\_\_\_\_

Date of Sale: \_\_\_\_\_

Description	Stock No. ( when applicable )	Quantity	Unit	Price per Item	Total Amount
1)					\$
2)					\$
3)					\$
4)					\$
5)					\$
6)					\$
7)					\$
8)					\$

**Subtotal**     \$ \_\_\_\_\_

**Sales Tax**     \$ \_\_\_\_\_

**Total Amount Due**     \$ \_\_\_\_\_

<p><u>Return form to:</u>    <b>Duke Energy Corporation Asset Recovery &amp; Recycling</b></p> <p><u>Carolinas West:</u>    PO Box 1244, Mail Code: <b>TV01B</b> Charlotte, NC 28201</p> <p><u>Carolinas East:</u>    1406 Mechanical Blvd, Code: <b>MSC</b> Garner, NC 27529</p> <p><u>Midwest:</u>            1934 Augustine St, MC: <b>EF206</b> Covington, KY 41014</p> <p><u>Florida:</u>             4306 E County Rd 462 Wildwood, FL 34785-8762</p>	<p><i><b>All items listed on this form have been declared surplus per:</b></i></p> <p><i>Duke Energy Contact:</i> _____</p> <p><i>Signature:</i> _____</p> <hr/> <p><i><b>For Asset Recovery Use Only</b></i></p> <p><i>Asset Coordinator:</i> _____</p> <p><i>Approval Date:</i> _____</p>	<p><b>Recipient's Name and Address:</b> (Print or Type)</p> <p><b>X</b> _____</p> <p>_____</p> <p>_____</p> <p><i>Signature:</i> _____</p> <p><i>Telephone:</i> ( _____ ) _____</p> <p><i>I/We offer to purchase the above item(s) for the purchase price shown. ALL Sales subject to the attached terms and conditions. Sales Tax is applicable.</i></p>
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SURPLUS ACCTG	Oper Unit	Resp Center	Process	Project	Activity	GL Account	BU	Resource Type

**Employee Sale** – Surplus can be purchased for Personal Use Only. Surplus cannot be purchased for the purpose of resale and profit.

## ASSET RECOVERY & RECYCLING Surplus Sales Form

### GENERAL TERMS AND CONDITIONS of SALE

**Warranty Disclaimer:** DUKE ENERGY (“DUKE”) MAKES NO REPRESENTATIONS, GUARANTEES OR WARRANTIES OF THE GOODS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY LAW OR OTHERWISE, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, USEFULNESS, OR TRADE USAGE WHICH ARE EXPRESSLY DISCLAIMED. DUKE DOES NOT GUARANTEE MATERIAL DESCRIPTION, QUANTITY OR TYPE. **THE GOODS ARE SOLD ON AN “AS IS,” WITH ALL FAULTS BASIS.**

**Limitation of Liability:** IN NO EVENT SHALL DUKE BE LIABLE FOR ANY LOSSES OR DAMAGES WHATSOEVER WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) UNDER ANY WARRANTY OR OTHERWISE ARISING OUT OF OR RELATING TO BUYER'S USE OF THE GOODS AND BUYER HEREBY RELEASES DUKE FROM ANY LIABILITY FOR ALL SUCH LOSSES AND DAMAGES. IN NO EVENT SHALL DUKE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER WHETHER BASED ON CONTRACT, TORT, (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE ARISING OUT OF OR RELATING TO THE GOODS OR THIS AGREEMENT AND BUYER HEREBY RELEASES DUKE FROM ANY LIABILITY FOR ALL SUCH LOSSES AND DAMAGES. IN ANY EVENT, DUKE'S TOTAL CUMULATIVE LIABILITY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) UNDER ANY WARRANTY OR OTHERWISE ARISING OUT OF OR RELATING TO THE GOODS OR THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF THE PURCHASE PRICE FOR THE GOODS OUT OF WHICH THE LIABILITY ARISES, AND BUYER HEREBY RELEASES DUKE FROM ANY LIABILITY IN EXCESS OF SUCH AMOUNT.

**Indemnification:** Buyer shall indemnify, defend and hold Duke harmless from any and all liabilities, losses, damages, injuries (including death), claims, suits, penalties, costs, expenses (including attorney's fees and costs of investigation and defense) and all other liabilities whatsoever, whether direct or indirect, arising out of or relating to Buyer's transportation, use, control, ownership, sale, transfer or disposal of the Goods, any actions or operations performed by the Buyer and any fault or negligence of Buyer, or by subsequent Buyer transferees or anyone else subsequent to Buyer's receipt of the Goods.

**Force Majeure:** In no event shall Duke be liable or responsible for any loss, damage, or other consequence of any failure or delay in fulfilling any or all of Duke's obligations hereunder to the extent that such failure or delay is due to: acts of God or unusual weather conditions; fires; strikes or other labor disputes; loss of or damage to the Goods; delays in transportation; riots; thefts; accidents; equipment breakdowns; acts or failures to act by Buyer; acts or failures to act by the Government, its agencies or officers; or any other cause, existing or future, beyond Duke's reasonable control.

**Failure to Perform:** Any failure to perform on the part of the Buyer within the time stated will be just cause for cancellation of the award of sale by Duke. In such case the Goods may be resold.

**Site Access:** Buyer agrees that its employees and agents shall comply with Duke's policies, rules and regulations while at the site. Furthermore, Buyer agrees to comply with any directions given by Duke while at the site.

**Risk of Loss:** Title to and risk of loss, destruction or damage of the Goods shall pass to the Buyer upon loading of the Goods by Duke onto the carrier at the site.

**Environmental Hazard:** Buyer acknowledges that certain Goods may contain non-PCB oils or other materials which, if not handled properly, could contaminate and harm the environment. Buyer agrees to comply with all federal, state and local environmental laws and regulations regarding the proper handling and disposal of the Goods. While handling the Goods, Buyer agrees to take all necessary precautions to prevent spills and/or contamination of property. In the event of an inadvertent spill/contamination, Buyer agrees to clean up such spill/contamination in accordance with applicable federal and state statutes and regulations to Duke's satisfaction, and if there are any claims and/or damages whatsoever levied against Duke, Buyer will indemnify Duke therefrom, including all costs of defense of such claims or damages.