

**TERMS AND CONDITIONS OF SALE\***

1. AGREEMENT – By this Agreement, and Bill of Sale, hereinafter, “Agreement,” Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all his rights, title, and interest to all materials specifically listed and described herein for the prices shown.
2. DEFINITIONS – Buyer: The person or entity purchasing the material.  
Seller: Omaha Public Power District  
Material: The items of property listed on the bill of sale.
3. CHANGES – The terms of this agreement shall not be changed, superseded, or supplemented, except in writing, signed by the parties hereto. This agreement shall not be assigned by the Buyer without Seller’s written consent.
4. TAXES – Prices do not include any taxes which may now or hereafter be applicable to, measured by, or imposed upon the material, or with respect to the material, property, its sale, its value, or its use, or any services performed in connection therewith. Buyer agrees to pay or reimburse any such taxes which Seller is required to pay.
5. PAYMENT – Payment shall be by certified check, cashier’s check, bank draft, or postal or express money order payable to Omaha Public Power District. Payment must be made by buyer within ten (10) calendar days after notification of Seller’s acceptance of Buyer’s bid. Payment shall be made in full before shipment, pickup by Buyer, or commencement of dismantling or other work (whichever occurs first) for all items purchased by Buyer unless otherwise specified. If buyer fails to make payment, Seller reserves the right to sell or otherwise dispose of such property or to charge any loss or other extra expense to the defaulting Buyer, including attorney and collection fees incurred by Seller arising from Buyer’s default. Payment must be mailed or delivered to:  
  
Omaha Public Power District  
Investment Recovery 5E/EP1  
444 S 16<sup>th</sup> St Mall  
Omaha, NE 68102-2247
6. TITLE AND RISK OF LOSS – Title to items herein sold shall pass from Seller to Buyer upon delivery to Buyer or Buyer’s carrier at shipping point. Risk of Loss to the Material shall pass to Buyer when the Material is loaded onto the Buyer’s or carrier’s vehicle, unless stated otherwise. Buyer shall be required to comply with jobsite work rules, where applicable. Buyer shall, at his own expense, remove the Material within ten (10) days after notification of Seller of the Buyer’s bid and payment.
7. DISCLAIMER OF WARRANTY – Buyer takes Material As Is-Where Is with Seller *SPECIFICALLY DISCLAIMING ANY EXPRESS WARRANTY, ANY IMPLIED WARRANTY OF MERCHANTABILITY OF GOODS, AND ANY IMPLIED WARRANTY OF FITNESS OF GOODS FOR ANY PURPOSE* and further, Buyer takes Material with knowledge that it might have been used for a period of time by Seller in its business.
8. INDEMNITY – Buyer also acknowledges and agrees to be legally bound hereby to indemnify, save harmless and defend Seller, Seller’s agents, directors, officers, and employees, and representatives from all claims, losses, liabilities, and expenses including, but not limited to, all attorney fees arising out of bodily injury, death, or damage to property occurring in connection with any act or omission (negligent or otherwise) of Buyer, his agents, employees, representatives, or subcontractors, unless due to the sole negligence of Seller, or Seller’s agents or their employees.
9. NO OUTSIDE AGREEMENTS – Buyer and Seller agree that there are no understandings, agreements or representations, expressed or implied, other than those expressed herein, and this agreement constitutes the entire agreement between the parties.
10. TERMINATION – This Agreement may be terminated at any time by Seller upon written notice of five (5) days to the Buyer. Failure of Buyer at any time to strictly comply with any terms of this Agreement, including payment or prompt pickup at scheduled time by Buyer’s authorized personnel, shall be deemed a breach; and Seller thereon shall be entitled to cancel this Agreement immediately.
11. LIMITATION OF LIABILITY – Neither party shall be liable for any incidental, consequential, indirect or punitive damages whatever, including without limitation, loss of use, loss of profits, or liability to third parties, whether such liability arises out of tort (including negligence), warranty, contract or strict liability.
12. INSURANCE – During the performance of any work in removing property sold hereunder, the Buyer shall effect and maintain insurance satisfactory to the Seller.
13. SEVERABILITY – To the extent that any provision of this Sale shall be invalid, unlawful or unenforceable, it shall be severed from this Sale without affecting the remaining provisions of the Agreement.
14. LAWS AND PERMITS – This Sale is deemed to be a Nebraska Contract and shall be interpreted in accordance with the laws of the State of Nebraska, and it is agreed that the venue of any action relating to this agreement shall be in Douglas County in the State of Nebraska.

Seller’s Signature  _____  Date: _____  402-636-3083	Buyer’s Signature  _____  Date: _____  Sales Order # _____
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\*THIS SIGNED TERMS AND CONDITIONS FORM **MUST BE** RETURNED WITH COMPLETED BID.