

The TITAN Companies

Equipment Bid Terms & Conditions

1. Liabilities to be Assumed. TITAN will not assume responsibility for any liabilities of Seller or any liabilities created by or through the equipment prior to closing and TITAN shall be indemnified and held harmless by Seller against the imposition of any such liabilities.
2. Condition/Clear Title. Unless otherwise specified, this offer also assumes that all assets being acquired by TITAN shall be serviceable and complete. The equipment shall be free from all claims, liens, and encumbrances.
3. Contingencies. This proposal is subject to and contingent upon the following:
 - a. Inspection. Unless previously conducted, the performance of an inspection of the equipment shall be satisfactory to us, in our sole discretion. The inspection will be conducted at TITAN's expense. Seller agrees to cooperate in giving TITAN access to the equipment reasonably necessary for TITAN to perform an adequate inspection.
 - b. Due Diligence. The performance of a due diligence review of the equipment shall be satisfactory to us, in our sole discretion. The due diligence review will be conducted at TITAN's expense. Seller agrees to cooperate in giving TITAN access to information reasonably necessary for TITAN to perform a due diligence review of the equipment.
 - c. Financing. TITAN obtaining competitive financing for some or all of the equipment purchase price under terms and conditions acceptable to us, in our sole discretion.
 - d. Bill of Sale. The execution of a definitive Bill of Sale acceptable to us, in our sole discretion. It is contemplated that the Bill of Sale would contain representations and warranties of the type customarily made in transactions of this nature and size.