

## **HIGH VOLTAGE GRID EQUIPMENT OFFERING**

# ONE (1) UNUSED WAUKESHA 12/16/20 MVA 3-PHASE SUBSTATION TRANSFORMER

Stock No. STT-06-0026

## **Technical Specifications:**

#### **Transformer:**

Unused Waukesha 12/16/20 MVA, 3-Phase Substation Transformer

• Frequency: 60 Hz

Cooling Class: ONAN/ONAF/ONAF

Impedance: 9.59%Temperature Rise: 65°CWindings: Copper

## **Additional Features:**

• Liquid Level Gauge

- Electronic Temperature Monitor
- Pressure Release Device
- Pressure Vacuum Bleeder
- Pressure Gauge
- Sudden Pressure Relay

High Voltage (HV): 138,000 Delta BIL: 450 kV Low Voltage (LV): 13,200 GRDY/7,620 BIL: 110 kV Taps: 144,900-141,450-138,000-134,550-131,100

Core & Coils Weight: 30,065 lbs Tank & Fittings Weight: 26,600 lbs Oil Weight: 32,925 lbs (4,390 gallons)

Total Weight: 89,590 lbs (Shipping Weight: 56,665 lbs)

#### **Overall Dimensions:**

- Height: 211.4" (Shipping: 158.4")- Width: 166.9" (Shipping: 153.6")- Depth: 168.7" (Shipping: 113.4")

**Condition:** Reconditioned

Delivery: 16-18 weeks from the date of deposit

Warranty: One (1) Year

**FOB:** Your Truck/Our Service Center, USA **Price:** Contact CTG for a Formal Quotation

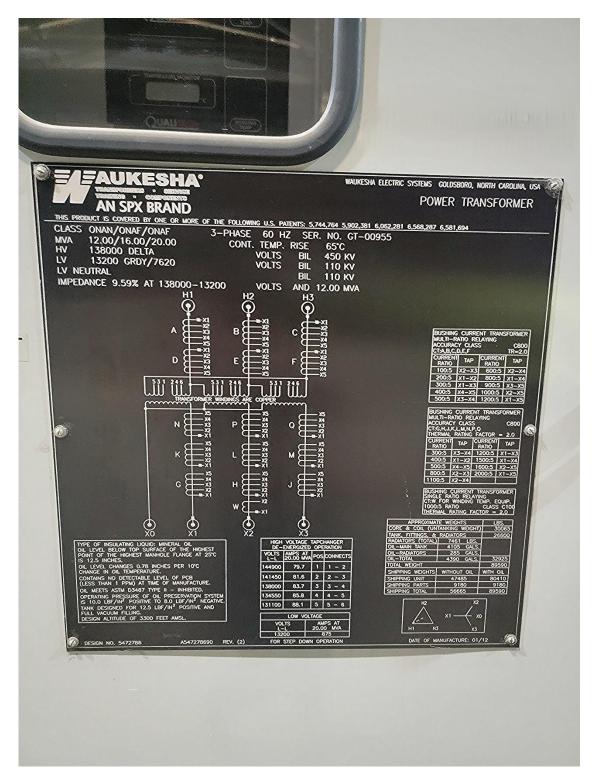


# **Equipment Photos (Sale price excludes any additional items shown in photos)**



**Note:** CTG will respond only to serious inquiries with verified funding capability. CTG does not provide quotes for budgetary or price comparison purposes. Equipment availability subject to prior sale.







#### **Transaction Terms:**

CTG Power Systems Intnl., LLC (CTG) is the seller of this equipment and will manage all aspects of the transaction. CTG's Terms and Conditions for surplus equipment, whether new or reconditioned, will apply. Additional services, including shipping, insurance, engineering, installation, and commissioning, are available through CTG or third parties (according to buyer preference) and will be performed under a separate contract if requested.

A non-revocable purchase order accompanied by verified funding availability is required. A non-refundable deposit of up to 50% of the total purchase price is due upon order confirmation, with the remaining balance due no later than ten (10) days prior to load out or notice of readiness to ship, whichever occurs first.

For more information and firm proposal, please contact CTG:

## CTG POWER SYSTEMS INTERNATIONAL, LLC (CTG)

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## **TERMS AND CONDITIONS OF SALE**

ACCEPTANCE of this Order is expressly conditioned on Buyer's agreement that, the terms and conditions set forth herein, together with any plans or specifications approved in writing by CTG Power Systems Intnl., LLC ("CTG") and Buyer, are the sole terms and conditions of this Order and constitute a contract representing the entire agreement of the parties with respect to the subject matter hereof. No amendment, modifications, or waiver of the terms and conditions of this Order shall be binding on either Party, unless made in writing and signed by an authorized representative of CTG and Buyer. Any additional or different terms and conditions contained in the Buyer's Purchase Orders or responses to this Order shall be deemed objected to by CTG, without the need of further notice of objections and shall not be effective or binding unless assented to in writing signed by an authorized representative of CTG Buyer objects to any additional or different terms contained in any of CTG's general conditions of sale or in any other document or other form or communication previously or hereafter provided by CTG to Buyer. Buyer will be deemed to have assented to all the terms and conditions contained herein upon full performance by CTG under this contract. In the event any terms or conditions in any contract or purchase order used by Buyer differ, the terms and conditions herein shall prevail.

**DEFINITION:** In this document, "Project Site" means Buyer's project site with an address of \_\_\_\_\_\_\_ ( site coordinates) where Product shall be delivered.

TERMS OF PAYMENT: Fifty percent (50%) due upon execution of the Purchase Order ("PO"), Twenty Five percent (25%) due NET 30 days from PO execution, Twenty Five percent (25%) due NET 30 days after shipping, no discounts allowed. A service charge of one and one-half percent (1½%) per month on unpaid balances after thirty (30) days will be levied. If Buyer's financial condition at any time does not justify continuance of the work to be performed by CTG hereunder on the agreed terms of payment, CTG may require full payment in advance. In the event of either party's bankruptcy or insolvency or in the event any proceeding is brought against either party (the "Defaulting Party"), voluntarily or involuntarily, under the Bankruptcy or any insolvency laws, the other party (the "Non-defaulting Party") shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate of Defaulting Party and shall receive reimbursement for its proper cancellation charge. Non-defaulting Party's rights under this provision are in addition to any other rights available to it at law or in equity.

**TITLE:** All scrap resulting from the work shall be the property of CTG. The title and the right of possession of the equipment repaired or modified hereunder shall remain with the Buyer subject to any applicable lien rights of CTG and to its rights in the event of nonpayment or the insolvency as provided in the preceding paragraph.

**TAXES:** The price quoted in this contract does not include any sales taxes and in the event taxes of any nature are assessed (other than employment and income taxes) they shall be added to the price herein, unless Buyer is exempt from tax and demonstrates such exemption to the satisfaction of CTG

WARRANTIES: CTG warrants to Buyer that products furnished pursuant to this contract will be free from defects in material, workmanship, and title and will be of the kind and quality specified in the PO. This warranty shall only apply if the items purchased pursuant to this contract are used by the Buyer in accordance with commonly accepted industry practices, including but not limited to, protecting the items by properly coordinated voltage surge suppressive, current overload and fault current protective devices. The foregoing warranties (excluding the warranty of title) shall terminate one (1) year after the date of shipment ("Warranty Period").

If any products covered by this contract fail to meet the foregoing warranties, (except title), the Buyer's exclusive remedies during the Warranty Period shall be for CTG to correct any such failure by either, (at the option of. CTG), REPLACING DEFECTIVE PARTS OR REPAIRING ANY DEFECTIVE PARTS OF THE PRODUCT at CTG's sole expense F.O.B Seller's plant or other point of shipment. All parts or components used in repairs and replacements shall be of the same quality and workmanship



as initially provided. Alternatively, if repair or replacement is unfeasible under the circumstances, the parties may negotiate a satisfactory adjustment. The Warranty shall extend to Buyer and Buyer's customers, including any subsequent buyer or a lessee at the Project Site during the Warranty Period. Upon expiration of the Warranty Period, all liability of CTG for its product's performance shall terminate. CTG's liability under this provision shall in no way exceed the total contact price, including the supplying of any necessary replacements and SHALL IN NO EVENT INCLUDE SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. CTG DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE WITH RESPECT TO THE PRODUCTS BEING SOLD PURSUANT TO THIS CONTRACT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS CONTRACT.

**DELAYS/FAILURE TO DELIVER:** Neither party will be liable for any delays or failure to deliver in the performance of this contract due to any cause beyond such party's reasonable control, including, without limitation, fires, floods, accidents, riots, acts of God, war, act of Terrorism, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, supplies or transportation delays (each a "Force Majeure Event"). In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay.

**INSPECTION:** Products purchased shall be subject to inspection, testing, and acceptance by Buyer. Buyer shall inspect Products at any time prior to shipment upon reasonable notice to CTG. Such an inspection shall include checks to identify visible damage or noncompliance with the applicable warranties.

**DELIVERIES:** Unless otherwise specified by CTG delivery will be made and title passed F.O.B. point of shipment to Buyer. Risks of loss or damage pass to Buyer on delivery. If products are to be delivered by CTG such products are to be received and unloaded by Buyer at Buyer's expense and risk. Buyer shall not be required to assert any claims for such loss or damage against the common carrier involved.

**GOVERNING LAW:** The laws of the state of Florida shall govern the validity, performance, interpretation, and the effect of this agreement. This Proposal and any purchase order that may follow shall be construed according to the laws of the State of Florida. The parties agree that venue for any claim or controversy arising from or relating to this agreement or performance, or breach thereof shall be exclusively laid and limited to the 13th Judicial Circuit Court having jurisdiction located in Hillsborough County, Florida or the US Middle District Federal Court located in Tampa, Florida. If any action, claim or suit is brought by CTG against Seller hereunder and Seller is not otherwise subject to service of process in Florida, Seller agrees to and does hereby irrevocably appoint the Secretary of State of the State of Florida as Seller's agent for the acceptance of service of process therein, and a copy of such process shall be certified mailed by CTG to Seller at Seller's last known address. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**AMENDMENTS:** This contract may not be modified or rescinded in any manner except by the written agreement of both Buyer and CTG

**CANCELLATION:** If the purchase is cancelled by either party (the "Cancelling Party") after PO is issued but before equipment ships, the cancellation fee will be 35% of the purchase price plus the cost of any nonstandard customization work/materials if applicable. If the purchase is cancelled by either party after equipment ships but before it is unloaded at customer's site, the cancellation fee shall be 75% of the purchase price plus the cost of any nonstandard customization work/materials if applicable. Cancelling Party pays all shipping charges. If cancelled by either party after equipment is unloaded at Project Site, the cancellation fee shall be 100% of the purchase price. Cancelling Party pays all shipping charges.

**CONFIDENTIALITY:** Definition: The term "Confidential Information" shall include any information not generally known in the relevant trade or industry and other non-public information, whether or not reduced to writing, relating to the business of either party, including the following: information relating to business plans, sales, or marketing methods; customer lists and information; methods of doing business; and information related to existing or contemplated products, services, and



technology (in such capacity, the "Disclosing Party") that may be divulged to or obtained by the other party (in such capacity, the "Receiving Party") in the course of its performance of this agreement. The specific provisions of this agreement shall be Confidential Information of each of the parties to this agreement.

**Exceptions:** "Confidential Information" shall not include any information disclosed by Disclosing Party hereunder that (a) was in Receiving Party's possession prior to disclosure hereunder and was not received, directly or indirectly, from the Disclosing Party, (b) is or becomes generally available to the public through no fault of Receiving Party, or (c) is disclosed to the Receiving Party by a third party under no obligation of confidentiality to the Disclosing Party.

Non-Use and Non-Disclosure: Receiving Party shall hold the Confidential Information of the Disclosing Party in strict confidence and shall not use or disclose any of it except as required to perform its obligations under this agreement. The Receiving Party agrees not to disassemble, decompile or otherwise reverse engineer any of the Confidential Information of the Disclosing Party. Without limiting the foregoing, Receiving Party agrees that the Confidential Information obtained from Disclosing Party shall not be disclosed to any person or entity except to such of its employees, officers, and sales or service representatives as have a need to know such Confidential Information in order for Receiving Party to be able to perform its obligations under this agreement. Receiving Party agrees that it shall bind its employees, officers, and representatives to whom Confidential Information is disclosed hereunder. Receiving Party shall be responsible for any use or disclosure of Confidential Information of the Disclosing Party in violation of this Agreement made by any officers, employees, sub-buyers or representatives of Receiving Party or any other third parties who directly or indirectly receive such Confidential Information from or through Receiving Party.

**Term; Survival.** The terms of this Confidential Information section shall survive termination or expiration of this agreement and shall continue in full force thereafter for a period of three (3) years.

**Return of Confidential Information.** Upon termination or expiration of this agreement or upon earlier request by Disclosing Party, Receiving Party shall return all of the Disclosing Party's Confidential Information and all materials incorporating or referencing any such Confidential Information, including all copies thereof, to Disclosing Party.

**Equitable Relief.** Each party acknowledges and agrees that, if there is any breach of this Confidential Information section, the non-breaching party may suffer irreparable injury that cannot be compensated by money damages and therefore such party will not have an adequate remedy at law. Accordingly, if either party institutes an action or proceeding to enforce the provisions of this section, then such party shall be entitled to obtain such injunctive relief or other equitable remedy from a court of competent jurisdiction as may be necessary or appropriate to prevent or curtail any such breach or threatened breach. The remedy provided under this section shall be in addition to and without prejudice to such other rights and remedies as such party may have at law or in equity.

**INDEMNITY:** Buyer shall indemnify, defend and hold CTG, its officers, directors, employees, and affiliates harmless from any loss, cost, or expense claimed by third parties for property damage and/or bodily injury, including death, to the proportionate extent such loss, cost, or expense arises in any degree from the negligence, gross negligence, or willful misconduct of Buyer, its employees or affiliates in connection with this agreement.

**NOTICES:** Written notification required or permitted hereby shall be deemed given upon enclosure thereof in an adequately post-paid envelope, sent certified mail – return receipt requested, or upon sending via reputable overnight courier, and in either case addressed to the party to be given notice at the address listed for that party in the introductory paragraph of the Purchase Agreement, or to such other address to which that party has previously requested, by notice hereunder, that notices be sent.

**NATURE OF RELATIONSHIP; INDEPENDENT CONTRACTOR:** Buyer is authorized to sell any Products purchased from CTG in such manner, at such prices and upon such terms as Buyer shall determine. The parties are, and intend to be, independent



contractors with respect to the services described in this agreement. Neither party shall act as an agent of the other, nor shall it be entitled to enter into any agreements or incur any obligations on behalf of the other party. No form of joint employer, joint venture, partnership, or similar relationship between the parties is intended to be created by this agreement.

**PARTIES IN INTEREST AND ASSIGNMENT:** This agreement shall be binding upon, inure to the benefit of, and be enforceable by each party and its successors and permitted assigns. This agreement may not be assigned by a party, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of the other party.

**SEVERABILITY:** If a court of competent jurisdiction determinates any provision(s) of this agreement to be illegal or otherwise unenforceable, this agreement shall be construed so that the remaining provisions shall not be affected thereby but shall remain in full force and effect; and any such illegal or unenforceable provision(s) shall be deemed, without further action by any person, to be modified and/or limited to the extent necessary to render the same valid and enforceable.

**NO WAIVER:** The failure of Buyer or CTG to insist upon the strict performance of the terms and conditions of this agreement shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same or any other term in accordance with this agreement in the event of a continuing or subsequent default on the part of Buyer or CTG. All waivers must be signed by the party waiving its rights.