

BILL OF SALE  
TERMS AND CONDITIONS

HENNEPIN COUNTY AGREEMENT NO. 3458A1

THIS BILL OF SALE, Made as of this \_\_\_\_\_ day of January 2012;

KNOW BY ALL, That the County of Hennepin, State of Minnesota (“Seller”), for the Total Price of \_\_\_\_\_ DOLLARS AND \_\_ CENTS (\$\_\_\_\_.\_\_), does hereby sell, transfer and convey to \_\_\_\_\_, a \_\_\_\_\_ corporation (“Purchaser”), with its principal place of business at \_\_\_\_\_, all right, title and interest in IBM Storage Equipment (“Equipment” per attached Exhibit A, “Equipment Descriptions and Additional Terms and Conditions”) and as set forth in the Proposal of Purchaser (“Proposal”), marked Exhibit B, and all in accordance with the specifications for said Proposal, said documents being incorporated herein by this reference.

1. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants that Title to the Equipment is held by Seller free and clear of any and all pledges, liens, encumbrances, security interests or charges of any kind. All Equipment herein is offered “as is.” The descriptions as set forth in the “Equipment Descriptions and Additional Terms and Conditions” (Exhibit A) as well as in the Proposal pages in the Invitation for Bids, Contract No. 3458A1, are for the purpose of convenience only, and do not constitute guarantee or warranty, expressed or implied, with respect to the Equipment.
2. TITLE, TRANSPORTATION, RISK OF LOSS. Title to the Equipment and Risk of Loss shall pass to Purchaser when Purchaser or its designated representative or carrier takes the physical possession of the Equipment at Hennepin County Government Center and Washington Avenue Data Center, Minneapolis, Minnesota (“Locations” or “Facilities”), respectively. Purchaser shall be responsible for arranging removal, shipment, and paying for all removal and transportation expenses.
3. REMOVAL OF EQUIPMENT. Equipment will be available for removal by Purchaser on or after January 20, 2012, and Purchaser must remove the Equipment not later than February 10, 2012. Purchaser shall supervise and direct its employees and/or contractors to use best care to protect Seller’s property from damage during removal of Equipment. If applicable, Purchaser or its contractor must use protective material such as masonite in order to protect the flooring at Seller’s site during Equipment removal if applicable.
4. TAXES. Any personal property taxes assessed in connection with the Equipment after the transfer of the title shall be borne by Purchaser. The Equipment is being purchased for resale or lease. Purchaser shall furnish Seller with a sales tax exemption certificate, and any other documentation required by government authorities.
5. PAYMENT TO SELLER. Purchaser agrees to pay the Total Price as specified in this Bill. Payment shall be made in full prior to the removal of Equipment.

6. REMEDIES. Both Seller and Purchaser may pursue any remedy available by law or in equity for the other's failure to fulfill any other obligation or condition under this Agreement.
7. APPLICABLE LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota.
8. ORDER OF PRECEDENCE. In the event of an inconsistency between the terms of this Bill of Sale and any of the exhibits and/or attachments attached hereto, the terms of this Bill of Sale shall control.

IN WITNESS WHEREOF, The Seller has caused this Bill of Sale to be signed by its duly authorized representatives.

COUNTY OF HENNEPIN,  
STATE OF MINNESOTA

By \_\_\_\_\_  
Purchasing Manager

Date: \_\_\_\_\_