

SALVAGE TENDER

Aircraft Cirrus SR20 MSN 1391 Former Registration N8163P

TENDER CONDITIONS

The above parts are offered in a damaged condition for public tender, on an “as- is, where-is” with all faults basis subject to these Terms and Conditions and Tender Agreement. **In particular, please read the section “Important Terms and Conditions” at the back of the Agreement.**

Occurrence:

On 31 July 2020, the subject aircraft sustained damage to the both wings, propeller, landing gear, lower mid fuselage and engine (shock load) when it collided with a parked aircraft during landing at Kemble Airfield, Cotswolds. The subject aircraft has been recovered from the accident site and is being stored at Kemble Airfield.

Bids shall be submitted no later than close of business on 20 October 2020 to:-

<http://salvage.mclarensaviation.com>

1. Bids are to be in United States Dollars, exclusive of VAT.
2. The highest bid or tender will not necessarily be accepted.
3. Once the successful Tenderer is notified, that their bid has been accepted, the full purchase price must be deposited into a nominated account within seven (7) days of that notification, at which point risk of all loss in the salvage shall pass to the Tenderer.
4. The completion of the sale of the salvage and the transfer of title to the successful Tenderer will be subject to the execution of the form of FAA Bill of Sale by the Owner(s) Annex 1.
5. The salvage is situated at the Kemble Airfield, UK and should be collected within fourteen (14) days after title in the salvage has passed to the Tenderer. Any storage costs accruing will be for the Tenderer’s account accruing from fourteen (14) days after the title to the salvage transfers to the Tenderer.
6. McLarens Aviation, the Owner and/or Insurers make no representation whatsoever concerning the accuracy of information supplied, and the Tenderer acknowledges that regardless of whether they have inspected the salvage they are bidding on their own judgment of the condition of the salvage and records.

AIRCRAFT SALVAGE DATA

SALVAGE DATA	
Type and Model	Cirrus SR20
Manufacturers Serial No.	1391
Registration	N8163P
Total Time Since New	2,084.12 hrs. as at 27/07/2020
Year of Manufacture	2004
Engine Type & Total Time	IO-360-ES 563:30 hrs. as at 27/07/2020

AIRCRAFT DAMAGE DETAILS

Brief damage description is as follows:

Component	Damage
Propeller	Significant tip damage due to contact with over rotated nose landing gear wheel.
Engine	Sock load inspection required due to propeller strike.
Fuselage	Significant composite damage at left wing attachment points and right access step attachment point is deformed.
Left Wing	Significant leading-edge impact damage at outer end and suspected main spar damage. Pitot probe has been damaged.
Right wing	Right main landing gear leg has pushed up through top skin of wing with significant internal disruption.
Flying controls	Main wing flying controls are significantly damaged.
Landing Gear	Nose and right gear significantly damaged, left main gear may also be affected.

PHOTOGRAPHS



Damage to propeller tip



Right main landing gear has punctured through top skin of wing (aft looking forwards)



Right main landing gear wheel has detached



Main wing flight controls damaged



Right access step damage



View of left fuselage where left wing attaches showing extensive damage



Left-wing leading-edge damage



Damage to nose leg



Damage to pitot probe

IMPORTANT TERMS AND CONDITIONS

EXCLUSIONS

1. *By placing a bid you accept and understand the following: that the salvage including wreckage and/or parts and/or documents and/or any other item sold pursuant to this Agreement are sold on an "as is, where is" with all faults basis and neither MYI Limited, trading as McLarens Aviation, nor the owner nor Insurers give any warranty, including any statutory warranties, or makes any express or implied or statutory representation as to the status or condition of the salvage or its suitability or fitness for any purpose or use whatsoever. For the avoidance of doubt, all terms implied under the Sale of Goods Act are excluded from this Agreement.*
2. *Neither MYI Limited, trading as McLarens Aviation, nor the owner nor Insurers shall have any liability or obligation whatsoever in respect of the salvage sold. In particular, any liability or obligation in tort, whether arising from negligence or otherwise, or in contract, express or implied pursuant to any statute or regulation for any losses whatsoever including but not limited to any direct or indirect or consequential losses, expressly arising from the purchase or subsequent use of the salvage.*
3. *The salvage is incident related and therefore MYI Limited, trading as McLarens Aviation, the owner and Insurers DO NOT warrant that the salvage is airworthy or serviceable.*
4. *In the event that your bid is accepted you warrant and undertake that the salvage shall be overhauled and recertified before it enters service (revenue or otherwise) in accordance with good aviation practice and any party undertaking such overhaul and recertification shall be made fully aware of the incident.*
5. *These exclusion provisions apply equally to purchases or users within the USA or outside of the USA.*

INDEMNITY / HOLD HARMLESS

In the event you are the successful bidder, you undertake on behalf of yourself and any other party you are bidding on their behalf to indemnify and hold harmless MYI Limited, trading as McLarens Aviation, the Owner, Insurers and their employees, agents, assignees and shareholders, directors, officers and subsidiaries from and against any and all future claims arising out of the use of or existence of the salvage for any purpose in any jurisdiction whatsoever.

SEVERABILITY

Any clause of this Agreement which is declared unlawful, void or unenforceable by any competent authority or court with jurisdiction over this Agreement shall, to that extent, be deemed severed. All other provisions of this Agreement shall continue unaffected and remain in full force and effect.

Further I/we agree that we will make the necessary arrangements to have that Salvage removed in its entirety from its current location within fourteen (14) days of transfer of title to us the successful bidder.

GOVERNING LAW AND JURISDICTION

This Agreement and its interpretation shall be subject to the law of England and Wales and the exclusive jurisdiction of the courts of England and Wales.

ANNEX 1

BILL OF SALE

WITHOUT WARRANTY

“AS IS, WHERE IS” and “WITH ALL FAULTS”

KNOWN ALL MEN BY THEIR PRESENCE:

THAT the undersigned, [Seller], located at [] has the power and right to convey the legal and beneficial title of [*description of Salvage*] Serial Number [] and of former registration [] and with the available operational and maintenance records pertaining thereto (the “Aircraft”).

The Aircraft was damaged when [] on [] (the “Incident”).

THAT for and in consideration of the sum of [], this day, of, 2019, [Seller] does this day grant, convey, transfer, bargain, sell, deliver and set over all of its rights, title and interest to and in above described Aircraft to [] located at [].

THAT the sale effected hereby from [Seller] to [Buyer] is without and hereby excludes and excepts, any warranties of any nature whatsoever, express or implied. Further, [Seller] makes no warranties of quality, fitness for a particular purpose or of any other nature or kind, whether statutory, express or implied, with respect to the condition of the Aircraft. For the avoidance of doubt, the implied terms of the Consumer Rights Act 2015, including but not limited to S14(2) are excluded. [Buyer] by acceptance of this Bill of Sale accepts the condition of the Aircraft “**As is/Where is and With All Faults**”.

THAT [Buyer] shall collect the Aircraft from [Seller] at a mutually convenient time, but within fourteen (14) working days of execution of this Bill of Sale and transfer of the Consideration to [Seller]. [Buyer] will be solely responsible for any and all costs incurred in the collection and transportation of the Aircraft, and for any storage costs incurred fourteen (14) days after the execution of this Bill of Sale and transfer of Consideration.

THAT [Buyer] shall defend, indemnify and hold harmless [Seller], its Insurers and McLarens Aviation, and each of their respective directors, officers, employees, assignees, agents and shareholders from and against any and all claims, demands, suits, obligations, liabilities, damages, losses, judgments, costs and expenses (including, but not limited to, all legal expert fees and expenses) from the existence or use of the Aircraft anywhere in the future.

GOVERNING LAW AND JURISDICTION

This Bill of Sale shall be governed by and construed in accordance with the laws of England and any disputes arising under or in respect of the interpretation of this Agreement shall be referred to the exclusive jurisdiction of the English Courts.

COUNTERPARTS

This Bill of Sale may be executed in any number of counterparts and all such counterparts together shall constitute the same agreement.

IN WITNESS WHEREOF, [Seller] has executed this Bill of Sale without warranty to be effective as of this day, of , 2019.

[SELLER]

Signature:

Name:

Position:

Date:

Witness
Signature:

Name:

Address:
.....

Date:

IN WITNESS WHEREOF, [Buyer] has executed this Bill of Sale without warranty to be effective as of this day, of , 2019.

[BUYER]

Signature:

Name:

Position:

Date:

Witness
Signature:

Name:

Address:
.....

Date:

