

SALVAGE TENDER

Krueger Flap Motors

TENDER CONDITIONS

The salvage of the above Components is 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 Salvage Tender Agreement. **In particular, please read the section “Important Terms and Conditions” at the back of the Agreement.**

Occurrence:

On 25 September 2020 during a delivery inspection at Alliance Airport in Texas, the thrust reverser fan duct cowl assemblies were open on both engines when the leading edges on the left and right wings were extended. The Krueger flaps contacted the inboard cowl assemblies causing damage to the cowls, flaps, linkage and flap motors.

Bids shall be submitted no later than close of business on Thursday December 9, 2021

<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 Alliance Airport in Texas 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.

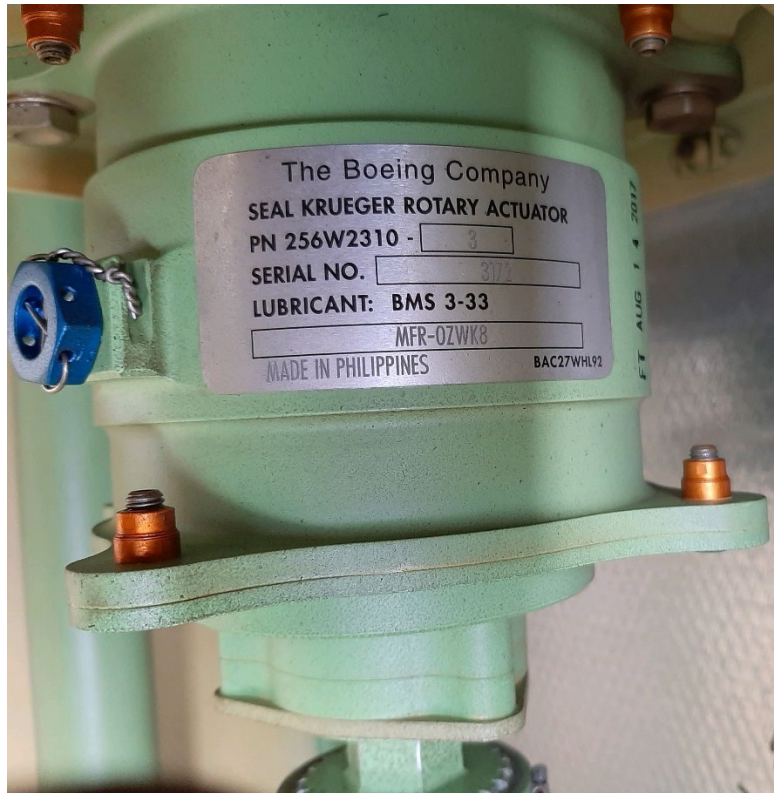
COMPONENTS SALVAGE DATA

SALVAGE DATA	
Type and Model	Boeing 777-300ER Krueger Flap Motors
Manufacturers Serial No.	Left: 3172 / Right: TBA
Registration	
Total Time Since New	709.44 Hours
Year of Manufacture	
Engine Type & Total Time	

COMPONENTS DAMAGE DETAILS

Brief damage description is as follows: Flap motors pushed against the open engine cowls and due to the resistance created by the open engine cowls, the motors exhibited stressed beyond the design limits of the component.

PHOTOGRAPHS



Left Wing Krueger Flap Motor



Left Wing Krueger Flap Motor



Left Wing Krueger Flap Motor



Right Wing Krueger Flap Motor

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 Alliance Airport in Alliance, Texas has the power and right to convey the legal and beneficial title of Boeing 777-300ER Left Wing Krueger Flap Motor Serial Number 3172 and of former registration N/A and with the available operational and maintenance records pertaining thereto (the “Aircraft”).

The Aircraft was damaged when on 25 September 2020 during a delivery inspection at Alliance Airport in Texas, the thrust reverser fan duct cowl assemblies were open on both engines when the leading edges on the left and right wings were extended. The Krueger flaps contacted the inboard cowl assemblies causing damage to the cowls, flaps, linkage and flap motors (the “Incident”).

THAT for and in consideration of the sum of [], this day, of, 2021, [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.

