

# Selected Terms & Conditions

## U.S. Department of the Treasury

### Live Auction w/ Online Bidding

#### February 19, 2026

#### Inquiries:

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**General Information:** All persons participating in this sale are responsible to read, understand, and comply with the terms of sale as specified herein and agree to be bound thereby. Bidder participations in the sale, and the use of the CWS auction site marks your full acceptance of all Terms & Conditions of CWS Marketing Group, Amentum and the U.S. Department of the Treasury.

This is a live in-person auction w/ online bidding available. All bidding will take place during the days and times indicated at [cwsmarketing.com](http://cwsmarketing.com). All property is being offered for sale on behalf of the United States Department of Treasury by U.S. Customs and Border Protection. The contractor is acting as the agent of the Government with respect to the sale of Government property.

The placement of a successful bid at a U.S. Department of the Treasury auction establishes a legally binding contract between the successful high bidder and the Treasury Department. Bids are not retractable. At the close of bidding, the high bid amount by the indicated bidder establishes the contract, which is subject to final acceptance by the Government. This contract is bound by these Terms and Conditions as well as any special terms and conditions published by the Contractor for the specific auction and other Federal regulations governing contracts for the purchase of Government property. The successful bidder is legally bound to pay for property awarded in accordance with his/her bid.

**Inspection:** Bidders are urged to inspect property/merchandise prior to bidding. Failure to inspect shall not constitute cause for cancellation of sale. Property/merchandise is available for inspection only at places and times specified. Absolutely no access to property/merchandise is allowed without prior authorization. When available, photographs, "stock photos", slides/samples, or a video presentation may be provided as a courtesy to bidders. Bidders are warned against bidding on any lot(s) based solely on the sample displayed or based on photographs. No warranty will be made in relation to these samples or photographs.

**Condition & Description:** All known information pertaining to the condition and description of the property has been posted on the website. Bidders may obtain additional information by attending the live previews and visually inspecting the items. Lot numbers are for administrative purposes only and do not describe the property/merchandise. Bidders are responsible to ensure the catalog, or

announced/online description of any item they intend to purchase matches the property/merchandise inspected. Sale of property/merchandise will not be cancelled due to bidder misunderstanding, failure to pay attention to the bidding, or failure to inspect property/merchandise. License plates and registration tags do not convey with the property.

The buyer understands and agrees; (1) that any description or sample of the property/merchandise given or furnished is derived from records and documents that may be unverified as to accuracy, is solely for identification, and DOES NOT CREATE ANY WARRANTY, expressed or implied, that the property/merchandise actually conforms to such description or sample; (2) all weights, measurements, and descriptions must be considered approximations and do not create any warranty; (3) that the property/merchandise is purchased and accepted by buyer "AS IS," and "WITH ALL FAULTS." CWS, AMENTUM AND THE FEDERAL GOVERNMENT MAKES NO WARRANTIES OR GUARANTEES WHATSOEVER WHETHER WRITTEN, ORAL, OR IMPLIED AS TO AGE, YEAR OF MANUFACTURE, MAKE, MODEL, ODOMETER, QUALITY, QUANTITY, CONDITION, USABILITY, SALABILITY, WEIGHT, MEASUREMENTS, OR OTHER SPECIFICATIONS.

**Registration:** This is an In-Person Live Auction event with Online Bidding also available. All registration takes place online at [cwsmarketing.com](https://cwsmarketing.com). There is no in-person registration.

- Registering for and participating in the aluminum auction requires participants to have an online auction account set-up with CWS Marketing Group. Click the "Create Account" button at the top right of the [CWS homepage](#) or [click here to create an account](#).
- Allow one business day (Monday through Friday) for approval of your new CWS auction account. You will receive an email notice once approved.
- Once your auction account is approved, login to your account and register for the auction by clicking on "Register to Bid" on the aluminum auction catalog page.
- Upon submission of your registration, your account will show as "Pending" until receipt of the good-faith bank wire deposit.
- DEPOSIT: Upon completion of registration online, you will need to submit a \$100,000 good-faith deposit by bank wire, which is fully refundable if no purchases are made. Bank wire deposits must be received no later than 12:00pm PT/3:00pm ET on Wednesday, February 18, 2026. No extensions for deposit submission.
- Upon receipt of the good-faith deposit, your auction account will be approved for bidding.
- Auction registration closes at 10:00am PT/1:00pm ET on Wednesday, February 18, 2026

**Deposit:** A \$100,000 good-faith deposit is required to participate in the auction. Deposits must be submitted via bank wire. Bank wire instructions will be emailed to you upon completion of the online auction registration. Deposits for participants who were not successful in the auction will be returned within five business days from the date of the auction.

**Auction Participation:** Approved bidders may participate in the auction in-person in Riverside, CA or online at [cwsmarketing.com](https://cwsmarketing.com).

- In-person bidders must provide a valid Government issued photo ID that matches the one on file with their CWS auction account to obtain a bidder paddle and auction catalog.
- On the day of the live auction, approved in-person bidders will participate in the live auction and bid in real-time against those bidders participating in the auction online.
- Pre-bids can be submitted online prior to the start of the live auction for all approved bidders. *(see below for details on pre-bids)*.
- Audio and/or video feeds of the live auction may be provided as a courtesy to online bidders.
- Online Bidding Only:

- Online bidding will take place at [cwsmarketing.com](http://cwsmarketing.com).
- The day of the auction, beginning approximately one hour prior to the start of the auction, on the auction catalog page, Click on **VIEW LIVE SALE NOW** button and the first lot will display on your screen.
- The auctioneer will introduce the first auction lot and start the bidding with the highest Pre-Bid or a live floor bid. Online bidders will need to watch the screen for current bids and the next increment the auctioneer is asking for.
- The online auction system might signal FAIR WARNING prior to the auction lot closing. Bidding goes very quickly, therefore please pay attention to the current bids on your screen. Bidders are strongly encouraged to not delay in submitting online bids, as the auctioneer can close bidding on any lot at their discretion.
- When a lot is sold or passed, this will be listed on the bidding platform, and the next lot will appear on screen and will be open for bidding.
- Receipt of all bids is at the discretion of the auctioneer. In the case of a tie bid, precedence is given to in-person floor bidders.
- In the case of technical difficulties, or a change in the auction/lot status, bidders will be notified via email or directly through the online platform. It is the bidder's responsibility to pay attention to bidding and be aware of any auction or lot updates.
- CWS, Amentum and The U.S. Treasury are not responsible for technical difficulties, and auction participants will hold harmless the above for any technical difficulties that may arise.

#### **Pre/Absentee Bids (Pre-Bids) Via Online:**

- If you are not able or chose to not participate in-person or online during the live event, you can still participate in the auction by submitting Pre-Bids prior to the start of the live auction.
- Pre-Bids can be placed starting approximately 48 hours prior to the start of the live auction.
- Pre-Bids are maximum bids, which bidders can submit online prior to the live auction starts, beginning approximately 48 hours prior to the live auction.
- Pre-Bids may be submitted up until the designated time before the auction starts.
- Pre-Bids can't be modified or retracted and are binding. No exceptions
- All Pre-Bids submitted will be viewable to auction participants at the time they are submitted.
- Your Pre-Bid will be treated as your maximum bid and executed by the auction system or auction clerk will bid automatically on your behalf by the next bid increment. Your maximum will not be triggered unless bidding reaches this amount. Again, bidders can place bids either in real time during the auction or as an absentee bid leading up to the start of the auction.
- If the maximum amount of your Pre-Bid is exceeded, you may then join the bidding live online.

**Successful Online High Bid Notification & Invoice:** Payment invoices totaling all items successfully bid on will be emailed to the high bidders following the acceptance of the high bid by the Government. Successful bidders have 48 hours from the time the auction invoice is emailed to make payment in full. Acceptable forms of payment are bank wire. Bank wire instructions will be included in the invoice email.

**Auction End & Bid Approvals:** When an auction lot closes, it will display either **SOLD** or **UNSOLD**. **SOLD** indicates the reserve was met and establishes the high bid for that item. Successful bidders will be notified via email of their status as the winning bidder and will be bound by the payment terms as found in the Terms of Sale. **UNSOLD** indicates the final bid did not meet the reserve. In this case, the high bid will be submitted to the Government for consideration. The

Government has 72 hours to approve bids that did not meet the reserve. If the Government accepts the high bid, the bidder will receive an invoice via email.

**Reserve:** The federal Government and their agents reserve the right to accept or reject any and all bids. Property/merchandise is offered subject to acceptance of the seller. property/merchandise may be withdrawn at any time. The Government reserves the right to approve final transfer of property to the successful bidder, even after the auction closes.

**Payment Form:** Acceptable form of payment is bank wire only, via U.S. funds only. ACH payments will not be accepted

**Final Payment:** Final payment must be made within 48 hours following bid approval by the Government. The Government has 72 hours to approve bids that do not meet reserve.

**PAYMENT MUST BE MADE BY THE SUCCESSFUL REGISTERED BIDDER/COMPANY. MONIES RECEIVED BY PARTIES OTHER THAN THE SUCCESSFUL REGISTERED BIDDER WILL BE DECLINED.** Electronic bank transfers for final payment of purchases must originate from an account of the registered buyer or the business the buyer represents. The transfer must include the registered bidders name and bidder number. Any electronic bank transfers received from an account other than that of the registered bidder will not be accepted and will be returned to the originating bank.

**Bank Wire:** Bank wire instructions will be provided with the emailed invoice. **Bank wire transfers (no ACH) must originate from an account of the registered buyer or the business the buyer represents.** The transfer must include the registered buyer's name and reference the lot(s) purchased. Any electronic bank transfers received from an account other than that of the registered bidder will not be accepted and will be returned to the originating bank. Bank wires must be received within the time frame specified for final payment and may take up to 24 hours to process. ACH payments will not be accepted.

**Cash Payments:** Cash payments are not accepted.

**Cashier's Check Payment:** Cashier's Check Payments are not accepted.

**Refunds:** Neither THE FEDERAL GOVERNMENT, AMENTUM nor CWSAMS make refunds, adjustments, or returns. All purchases are final.

**Post Auction Invoicing, Payment and Documentation:**

1. Final Payment invoices will be emailed to Buyer upon Government approval, which can take up to 72 hours.
2. Buyer to make final payment within 48 hours of bid approval.
3. Following receipt of payment in full, Buyer will receive a Paid Receipt and the Property Release document by email. The Property Release document gives Buyer authority to remove property.

4. Amentum / CWS will coordinate removal with Buyer, providing all necessary documentation and points of contact to initiate the removal of property.

**Removal / Shipping:** Removal is by appointment only and will be coordinated by Amentum and CWS with Buyer, after Buyer has received the necessary Property Release Document. The initial removal date must be set within five business days of payment in full. It is estimated that it could take ten weeks or more for removal. Once removal begins, Buyer must complete it within 12 weeks, unless an extension is granted by the Government.

IT IS THE SOLE RESPONSIBILITY OF THE BUYER TO REMOVE THE PROPERTY/MERCHANDISE PURCHASED. REMOVAL IS AT THE EXPENSE, LIABILITY, AND RISK OF THE BUYER. The storage vendor will have two forklifts available to load trucks furnished by Buyer. All other personnel or equipment required for removal is at the responsibility and cost of Buyer.

Buyer must present a photo I.D. at the time of property/merchandise release. Should registered buyer wish to send an agent to pick up property/merchandise, buyer must prepare and sign a Release Authorization identifying the agent to act on his/her behalf, as well as provide agent with a copy of Buyer's photo I.D. A release authorization template is located here <https://www.cwsamsinc.com/gp/terms/RELEASEAUTHORIZATIONFORM.pdf>.

Removal must be completed on or before the times referenced or buyer will default the terms of sale and property/merchandise will be resold by U.S. Department of the Treasury. Property/merchandise must be removed from the storage location stated in each lot description. BUYER AND VENDOR MUST SIGN PROPERTY/MERCHANDISE RELEASE DOCUMENT AND SUBMIT TO COPY TO AMENTUM AS PROOF OF DELIVERY TO BUYER. STORAGE ARRANGEMENTS AFTER REMOVAL DATES ABOVE ARE SOLELY BETWEEN THE BUYER AND VENDOR AND TERMS SHOULD BE DETERMINED PRIOR TO THE FINAL REMOVAL DATE. NO EXTENSIONS FOR PROPERTY/MERCHANDISE RELEASE, without consent of the Government. There is no guarantee of removal extension.

**State Sales Tax:** The auction company will not collect any tax for lots in this sale. Buyers are responsible for all applicable taxes imposed by any county, state, country or political subdivision. For information on taxes check with the appropriate state franchise tax board or other authority.

**Default:** Failure to make required payments or complete property/merchandise removal within time specified shall be deemed forfeiture of any right, title and interest buyer may have acquired in the property/merchandise. Said property/merchandise shall revert and repossess to the United States Government without further notice to the buyer and will result in any monies paid being forfeited and the transaction shall be null and void as to buyer.

**Addition or Deletion from Sale:** AMENTUM reserves the right to withdraw from sale any of the items listed, to sell at this auction items not listed, and to group or subdivide lots. AMENTUM reserves the right to sell all the items listed in bulk, whenever the best interests of the U.S. Government will be served.

**Disputes & Rebids:** The AMENTUM Sale Manager's decision is final in settling disputes. Bids are not retractable by the bidder. In the event of the auctioneer starting the bid over, this does not revive any previous bids. All bidding is at the discretion of the auctioneer, CWS Marketing Group, Amentum and the Federal Government.

**Announcements / Additional Information:** Announcements/email/post communications made during the sale process shall take precedence over previous information pertinent to that property/merchandise. Announcements do not alter in any way the basic terms and conditions of sale. Neither AMENTUM nor CWS accepts responsibility for loss of connectivity, technical difficulties or other circumstances beyond our control. Note: Each registered bidder is solely responsible for the use of his/her bidder paddle and/or online auction account, and any use by another person is presumed to be with the consent of and contractually binding on the registered bidder. In order to comply with the Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 552 (2000)), bid results will be published on a Government-designated website and will include the following: lot number, lot description, purchase price, and successful bidder's name.

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GENERAL SALE TERMS AND CONDITIONS**

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**1. GENERAL INFORMATION:**

The placement of a successful bid at a U.S. Department of the Treasury auction establishes a legally binding contract between the successful high bidder and the Treasury Department. The auctioneer's announcement of the high bid amount and the bidder's number establishes the contract which may be subject to final acceptance by the Government. This contract is bound by these Terms and Conditions as well as special terms and conditions published by the Contractor for the specific auction and other Federal regulations governing contracts for the purchase of Government property. The successful bidder is legally bound to pay for property awarded in accordance with his/her bid.

The contractor is acting as the agent of the Government with respect to the sale of Government property.

**2. ELIGIBILITY OF BIDDERS:**

The Bidder warrants that he/she is not:

- a) Under 18 years of age;
- b) An employee of any department or agency of the Federal Government prohibited by the regulations of that agency from purchasing property sold hereunder;
- c) An agent or immediate member of the household of the employee in b) above;
- d) The contractor, subcontractor or vendor, their agent or employee who has access to information concerning the property to be sold at U.S. Department of the Treasury auctions that is not generally available to the public;
- e) Presently debarred or declared ineligible for the award of contracts by any Federal agency in accordance with 41 CFR 101-45.6;
- f) The party or representing the party(s) from whom the property was seized and/or forfeited;
- g) Or presently suspended from bidding due to repeated sale default.

The Contractor's subcontractor may not act as agent for a third party in purchasing Department of the Treasury property that is or has been in their custody or control. For breach of any of these warranties, the Government shall have the right to cancel the contract without liability.

**3. REGISTRATION OF BIDDERS:**

All persons wishing to participate in the bidding process of the sale site are required to obtain, completely fill out, and turn in a bidder registration card at the sale site prior to sale.

An individual's signature/initials on the bidder registration card is an acknowledgment of his/her full and complete understanding of all terms and conditions of the sales contract and his/her agreement to be bound thereby. The sales catalog and sales brochure may also contain terms and conditions constituting part of the sales contract. Each bidder must present Government-issued photo identification as a prerequisite of registration (i.e. driver's license, military ID or passport).

Each bidder will be issued a bidder number along with a sales catalog upon completion of registration. Each registered bidder is solely responsible for the use of his/her bidder number and any use by another person is presumed to be with the consent of and contractually binding on the registered bidder.

The registrant agrees that, should the registrant be the successful bidder on a lot, the following information regarding the transaction shall be published on the U.S. Department of the Treasury auction website:

- 1) The registered bidder's name;
- 2) The lot number;
- 3) The lot description; and,
- 4) Purchase price of lot.

Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 552 (2000)).

**4. VIDEO RECORDING:**

The Contractor may videotape the conduct of sale which may be utilized in dispute resolution processing and for other purposes as needed.

**5. INSPECTION OF PROPERTY:**

The bidder is invited, urged, and cautioned to inspect the property prior to submitting a bid. The failure to inspect property shall not constitute cause for cancellation of sale. The property or a representative sample of property will be available for inspection at the places and times specified by the contractor. Absolutely no access to property is allowed without prior contractor authorization.

**6. ORAL STATEMENTS AND MODIFICATIONS:**

Announcements may be made on the day of the sale to clarify property status, catalog descriptions, or other information specific to a lot or item. These announcements take precedence over sales catalog information pertinent to that property, but do not alter in any way the basic terms and conditions of sale. An errata sheet will be distributed to provide bidders with an up-to-date posting of lot additions, deletions, or modifications. The errata sheet information replaces the applicable corresponding information in the sales catalog.

Further, no interpretations of any provision of the sale contract, including the applicable performance requirements, shall be binding on the Government unless furnished or agreed to, in writing, by the Contracting Officer.

**7. ADDITION/WITHDRAWAL OF PROPERTY:**

The Government reserves the right to withdraw from sale any of the items listed in the sales catalog/brochure or to sell at auction items not listed.

**8. PROPERTY DESCRIPTIONS:**

The Government warrants to the original Purchaser that the property listed in the sales catalog for bids will conform to its description. This warranty is in place of all other guaranties and warranties, express or implied. The Government does not warrant the condition, quality, or merchantability of the property or its fitness for any use or purpose. The condition of items offered

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varies from "NEW" to "SALVAGE." The Purchaser understands and agrees that all property is purchased and accepted "AS IS, WHERE IS" and "WITH ALL FAULTS."

The amount of recovery under this provision is limited to the purchase price of the inaccurately described property. The Purchaser is not entitled to any payment for loss of profit or any other money damages, including special, direct, indirect, incidental, or consequential.

For Purchasers claiming recovery under the warranty of description, no refund will be made unless the Purchaser:

- a) Submits a written notice to the Contractor within 30 calendar days of the date of removal that explains in what manner the property was inaccurately described.
- b) If the Government agrees, then a full refund of the money received will be returned.

If a misdescription is determined before removal of the property, the Government will keep the property and refund any money paid. If a misdescription is determined after removal, the Government will refund any money paid if the Purchaser takes the property at his/her expense to a location specified by the Contractor. The Purchaser must maintain the property in the same condition as when removed.

**9. OFFERING OF PROPERTY FOR AUCTION AND SUBMISSION OF BIDS AND AWARDS:**

The auctioneer will offer each item/lot in accordance with catalog sequence or by special announcement. All bidders will communicate their bid amounts orally or by such other means as may be recognized by and acceptable to the auctioneer.

A lot will be sold to the highest bidder upon acceptance of the final bid amount by the Government. In the event the bidding does not exceed the Government's minimum reserve price, the auctioneer will close the bidding subject to acceptance by the Government.

For open and progressive voice auction sales, it is the bidder's responsibility to pay attention to items being offered for sale and to bid on those items in which he/she is interested.

In the event of a dispute as to the amount bid, item or item number, and/or paddle number of the Bidder, the Government reserves the right to reoffer the item in question. Once the Government accepts a bid, a contract is established and the Purchaser may not withdraw the bid. The auctioneer will not accept unilateral conditions asserted by the high bidder.

The invoice, as to the name and number of the Purchaser, and the amount of the bid shall be prima facie evidence of these facts of the sale, and all disagreements will be resolved in accordance with such records.

**10. COLLUSION:**

Practices that eliminate competition, such as collusive bidding, may warrant criminal, civil, or administrative action against the participant(s) and may be referred to

the Department of Justice (DOJ) in accordance with 41 U.S.C. 101-45.317.1.

**11. CONSIDERATION OF BIDS:**

The Government reserves the right to reject any and/or all bids, and to waive any technical defects in bids. All property is sold with a minimum reserve price unless the goods are, in explicit terms, offered without a minimum reserve price. If the minimum reserve price is not achieved, the Government may withdraw the goods at any time until the completion of sale.

**12. FORMS OF PAYMENT:**

Forms of payment are bank wire only. Payment for each lot must be made by the successful registered bidder for that specific lot.

The Purchaser agrees to the publication of his/her/company registered name, lot number, lot description and purchase price on the U.S. Department of the Treasury auction website. Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 552(2000)).

**13. DEPOSITS:**

The Purchaser agrees to make deposits in accordance with the instructions in the sales catalog/brochure. The Purchaser agrees to pay for property awarded to him/her in accordance with their successful bid.

**14. FINAL PAYMENT:**

Full payment of the purchase price must be received by the Contractor within the time specified in the sales catalog/brochure and prior to the release of any property.

In addition to the forms of payment listed in paragraph 12, bank wires may be used for final payments. Any electronic bank transfer must originate from an account of the registered bidder or the business the bidder represents. The transfer must include the bidder number and all applicable sale lots. Any electronic bank transfers received from an account other than that of the registered Purchaser will not be accepted and will be returned to the originating bank. All final payments must

be made and received by the date and time specified in the sales catalog/brochure or the bidder will be placed in default of the contract.

The Purchaser agrees to the publication of his/her/company registered name, lot number, lot description and purchase price on the U.S. Department of the Treasury auction website. Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 552(2000)).

**15. APPLICABLE TAXES:**

All purchasers are responsible for the payment of any and all applicable taxes imposed by any state, country, county, or political subdivision.

The Purchasers may be required to pay such taxes to the cashiers at time of sale or to tax officials after purchase is made. If sales taxes are required, presentation of proof of payment will be required prior to property release.

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**16. ISSUANCE OF PAYMENT/RELEASE DOCUMENTATION:**

Upon receipt of full and final payment for each purchase, the Contractor shall provide the Purchaser with a receipt of each deposit or payment. Sale receipt(s) and release documents will only be issued in the name/company name of the registered bidder.

**17. PREPARATION FOR SHIPMENT, LOADING AND REMOVAL:**

The Purchaser is responsible for making all arrangements for the packaging and removal of their purchases. When property is described in the sales catalog as being boxed, packed, crated, skidded, or in containers, the Government does not warrant that the property, as packaged, is suitable for shipment. Segregation, culling, or selection of property for the purpose of effecting partial or incremental release will not be permitted. The Purchaser shall remove the property at his/her expense.

All Purchasers or their authorized representatives will be required to present sale receipt(s) and release document(s) prior to the initiation of any shipment preparations. If a Purchaser designates a representative agent, broker or transporter to pick up their sale property, the Purchaser must prepare and sign an authorization letter identifying the agent to act on their behalf. The Agent must present photo identification to validate the Purchaser's option prior to initiation of any action.

**18. REMOVAL FROM SALES CENTERS OR COMMERCIAL STORAGE LOCATIONS:**

Any items purchased at auction will be released to the Purchaser or his designated representative upon presentation of the sale receipt(s) and release document(s). If Purchaser elects to have a designated representative (transporter, broker, other)

pick up his/her property, that person must have all sale receipt(s) and release document(s) and an authorization letter signed by Purchaser for removal.

All property stored at the Contractor's facilities must be removed by the dates specified in the sales catalog/brochure; no extensions of storage time will be granted. The failure to pick up property by the specified time will be declared a default against the Purchaser as specified in paragraph 23.

All property stored at commercial warehouse facilities must also be picked up by the time specified in the sales catalog/brochure and an appointment should be scheduled in advance. The failure to pick up property by the specified time will be declared a default against the Purchaser as specified in paragraph 23.

**19. REMOVAL OF EXPORT ONLY:**

Any property listed in the sales catalog "For Export Only" may not be entered into the commerce of the United States and must be exported under conditions described in the sales catalog/brochure. A representative sample from large, commercial quantity "export only" lots (greater than ten cartons) may be

released to the Purchaser upon full payment if the sample is available at the sales center.

All Purchasers are responsible for complying with all applicable federal licensing and permit regulations prior to exportation. The failure of the purchaser to obtain necessary licensing will not result in the return of any monies tendered for the goods.

The Contractor shall provide a copy of the required procedures for export, when available from the Government, to the Purchaser at the time of final payment. Unless a different period for removal is applicable with respect to goods or conveyances that are sold "For Export Only," the Purchaser will have 60 days from auction day to remove the property from the United States or Purchaser will be deemed in default and the property will be resold by the Government as provided in paragraph 23 of these Terms and Conditions of Sale.

All forms required for exportation may be obtained at a nominal cost from the U.S. Government. Because of the complexity of some export requirements, the Purchaser may wish to secure the services of a Customhouse Broker, bonded carrier, or other professional in securing the necessary documents required for exportation. The Contractor will offer no assistance whatsoever.

**20. LIMITATION OF GOVERNMENT LIABILITY:**

Except for reasonable packing, loading, and transportation costs (such packing, loading, and transportation costs being recoverable only when a return of property at the Government's cost is specifically authorized in writing by the Contracting Officer or other costs authorized in writing by the Contracting Officer), the measure of the liability of the Government under any provisions of the terms and conditions in any case where liability of the Government to the Purchaser has been established shall not exceed the refund of such portion of the purchase price as the Government may have received.

**21. TITLE:**

The Contractor shall furnish the Purchaser with all documents in its possession that have been provided to the Contractor by the Government relating to the title,

registration, or licensing of the property sold to the purchaser. However, the Government does not warrant or guarantee that the documents it possesses and furnishes to the purchaser, if any, are sufficient to obtain any necessary licenses, registrations or titles or that licenses, registrations or titles can be obtained.

**22. MARITIME EXPORTATION:**

The Purchaser, whether a U.S. citizen or an alien, may not export any vessel from the United States or its territories or possessions without first obtaining the approval of the Department of Transportation, Maritime Administration, Washington, D.C. 20590, pursuant to the provision of the Shipping Act of 1916, as amended (46 U.S.C. 801 et. seq.). To export a commercial vessel, a license from the Department of Commerce, Bureau of Industry and Security, Bureau of Export Administration, Washington, D.C. 20230, is required. For further information, contact (202) 482-2721.

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**23. DEFAULTS:**

The failure to make required deposit or final payments and/or comply with the time frames specified in the sales catalog/brochure for removal of property shall be deemed forfeiture of any rights, title, and interest the Purchaser may have acquired. The title of such property shall revert back to the Government without further notice to the Purchaser and will result in any monies paid being forfeited. The transaction shall be null and void as to the Purchaser. The property will be processed for resale at the next available auction.

In addition, any Purchaser who defaults for non-payment will have their account suspended and bidding privileges revoked as follows:

- a) Six-month suspension after second occurrence
- b) Lifetime ban for any occurrence thereafter

**24. REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS:**

It is the Purchaser's responsibility to ascertain and comply with all applicable Federal, State, local, and multi-jurisdictional laws, ordinances and regulations pertaining to the registration, licensing, handling, possession, transportation, transfer, export, processing, manufacture, sale, use, or disposal of the property listed in the sales catalog.

The Purchaser or user of this property is not excused from any violation of such laws or regulations either because the United States is a party to this sale or has had any interest in the property at any time.

**25. FALSE ADVERTISING AND UNFAIR OR DECEPTIVE ACTIONS:**

The use of false or misleading advertisements in commerce or other unfair or deceptive practices are unlawful (15 U.S.C. 45, et. seq.). In disposing of any property purchased from the Government, purchasers should exercise extreme caution in preparing

advertisements to ensure that they do not violate applicable Federal, state or foreign Government laws.

**26. DISPUTES:**

Any contract resulting from this offering is subject to the Contract Disputes Act of 1978, Public Law 95-563. The current "Dispute" clause found in 48 U.S.C. 52.233-1 is hereby incorporated for reference. All requests for refunds or adjustments should be submitted to the Contractor at:

Michael DeSousa  
Director, Risk Management  
AMENTUM  
4800 Westfields Blvd. Suite 400  
Chantilly, VA 20151

Any dispute which cannot be resolved by the Contractor may be directed to:

Mr. Ricky Callahan Jr.  
Department of the Treasury, IRS  
AWSS/Procurement  
OS:A:P:T, Stop C7-430  
5000 Ellin Road  
Lanham, MD 20706

**0. PROPERTY OFFERED FOR SALE BY CBP, IRS-CI, ICE-HSI, OR SECRET SERVICE**

In accordance with 18 USC Section 1963(f) and 21 USC Section 853(h) of the Comprehensive Crime Control Act of 1984 and Department of the Treasury Policy, forfeited (general) property will not be sold to the defendant or person(s) acting as his/her agent. A general property sales contract may be cancelled by the Government in compliance with the above statutes or policy. Individuals must comply with this policy to be eligible for bidder registration.