

Selected Terms & Conditions of Sale

U.S. Department of the Treasury

Refrigerant Online Auction

General Auction Questions:

- Email: registration@cwsams.com
- Phone: 855-463-3183

How to Register:

- Auction registration and participation is limited to individuals or companies that possess the following:
 - A valid AIM ID and the appropriate available HFC allowances
 - The appropriate available HFC allowances
- **New Users Only:** Go to [Create Account](#) (if a new user) and create an account. A valid government issued photo ID is required to create an account. Please allow up to 24 hours from creation of your new account for account approval.
- **Returning Users:** Login to your account and select “Register To Bid” within the auction you are interested in and follow the prompts..
- Please note that auction registration closing times vary by auction, however it typically closes at least one hour prior to the start of the auction.
- For questions on auction registration or creating an auction account, please contact us at:
 - registration@cwsams.com
 - newaccounts@cwsams.com
 - or call 855-463-3183.

Seller and Buyer Acknowledgement:

U.S. Customs and Border Patrol (seller) affirms that the sale, transfer, or distribution of refrigerants subject to regulation under Title VI of the Clean Air Act, 42 U.S.C. §§ 7671–7671q, and the implementing regulations of the United States Environmental Protection Agency (EPA) at 40 C.F.R. Part 84, shall be made only to purchasers that are properly EPA-certified allowance holders.

The registered bidder affirms that the sale, transfer, or distribution of regulated HFCs or blends containing regulated HFCs subject to regulation under the American Innovation and Manufacturing Act, 42 USC 7675 and the implementing

regulations of the United States Environmental Protection Agency (EPA) at 40 C.F.R. Part 84, shall be made only to purchasers that possess HFC consumption allowances.

The purchaser hereby represents and warrants that:

1. It possesses the requisite number of HFC consumption allowances for the applicable calendar year to cover the applicable quantity of regulated HFCs or blends containing regulated HFCs either having been issued consumption allowances directly by EPA, or having been the recipient of an EPA-approved inter-company transfer of HFC consumption allowances;
2. It shall observe, track, and manage its allowances in accordance with all applicable EPA regulations;
3. It shall abide by all applicable requirements of the implementing regulations at 40 C.F.R. Part 84, including but not limited to recordkeeping and reporting, lab sampling and testing, and arranging for a third-party audit; and,
4. It shall not acquire quantities of regulated HFCs or blends containing regulated HFCs in excess of the allowances issued or permitted under federal law.

Buyer acknowledges that any purchase in violation of EPA allowance requirements is prohibited and subject to enforcement, including civil and/or criminal penalties under federal law.

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. Use of the CWSAMS auction site marks your full acceptance of all Terms & Conditions of CWSAMS, Amentum and the U.S. Department of the Treasury.

This is an "online" only auction. All bidding will take place during the days and times indicated on the Auction Detail page at cwsmarketing.com. All property is being offered for sale on behalf of the United States Department of Treasury. The contractor is acting as an 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. Retraction of a bid is not allowed. 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.

Deposit: A bid deposit is not required for refrigerant auctions.

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. **A one-cylinder sample of each lot will be available for sampling at the scheduled previews.** When available, CWSAMS may, at its discretion, provide photographs, "stock photos", slides/samples, or a video presentation as a courtesy to bidders. Bidders are warned against bidding on any lot(s) based solely on the sample displayed or on the basis of 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." CWSAMS, 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.

Bidding Details: Once registered, and the bidding for the auction is open, bidders may login and bid. Bid increments are preset amounts and cannot be changed. In case of technical difficulties, or a change in the auction/lot status, bidders will be notified via email, and/or an auction lot's details will be updated. It is the bidder's responsibility to pay attention to bidding and be aware of any auction updates.

Placing a Maximum Bid: All bids placed are maximum bids. The website will enter the next bid increment and enter your bid as a maximum bid. The website will bid on your behalf up to your maximum bid by the preset bid increment. Example: The current bid is \$1000, and the bidder enters a maximum bid of \$5000, with a bid increment of \$100. The system will bid one increment (\$1100) until the bidder's "Maximum Bid" is exceeded. **EXCEPTION: If**

the bidder enters a bid equal to or above the reserve amount, then the system observes the reserve amount as the next increment. If a participant's maximum bid is exceeded, the bidder will be notified by email or text message (if available) that they've been outbid. Bidders may increase the bid but not lower it. In the case of a tie bid, precedence is given to the earliest bid.

Auction Soft Close: All auction lots end with a "Soft Close." A "Soft Close" means if any bid is placed within the last (1) one minute of the close of the auction, the bid will automatically extend the closing time an additional (1) one minute. This feature protects bidders from being outbid without the opportunity to be notified and place another bid before the close of the auction.

Technical Problems and Transmission Issues CWSAMS has made every reasonable effort to facilitate online bidding. However, it is possible that technical problems and transmission issues may arise and affect the CWSAMS website, bidding system and/or computer or server or your computer, personal device or software which is beyond the control of CWSAMS. By bidding online Bidder acknowledges that CWSAMS is not responsible for technical problems or transmission issues associated with a bid and that, in the event technical problems interfere with or prevent a bid, it may be necessary to withdraw items from bidding due to technical errors or uncontrollable circumstances. Further, in the event of the occurrence of a technical problem during any bid in any auction, CWSAMS in its sole discretion reserves the right to declare an item sold, postpone or cancel the auction, extend the bidding time for this auction and/or re-list the property for auction at another date and time. The decision of CWSAMS on this matter shall be final. Bidder acknowledges that, by bidding in any auction held by CWSAMS, Bidder accepts the terms and conditions of this Disclaimer.

Auction End & Bid Approvals: When the auction closes, the page will display either SOLD or UNSOLD. **SOLD** indicates the reserve (*if there is a reserve*) was met and establishes the high bid, which may be subject to government acceptance. 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 "Offering of Property for Auction and Submission of Bids" paragraph. **UNSOLD** indicates the final bid did not meet the reserve. In this case, CWSAMS will provide the high bid to the Government for consideration. If the Government accepts the high bid, the bidder will be notified. Notification may take up to 72 hours.

High Bid Award Notice: Award notice will be by email within 72 hours of the bid submission deadline. (Sale subject to U.S. Customs approval of successful bidder and verification of high bidders AIM ID).

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. The auctioneer or the United States Department of Treasury may withdraw the property/merchandise at any time and reserves the right to approve final transfer of property to the successful bidder, even after the auction closes.

Following the close of the auction, the government may still approve the high bid achieved if the reserve price is not met. The high bidder will be notified via email or phone within 2 business day following the close of sale if the high bid not meeting reserve is accepted by the government. ALL HIGH BIDS ARE CONTINGENT UPON GOVERNMENT APPROVAL.

Post Auction Steps: Following are the basic steps once you are awarded a bid. Details to these steps are below.

1. Final Payment invoice for all approved lots emailed to buyer. Follow prompts to pay by credit card.
2. Buyer to make final payment within 48 hours of close of sale, or receipt of invoice for bids not meeting reserve, but subsequently approved.
3. Upon full payment, the Paid Receipt and/or Release document will be emailed to buyer, along with removal contacts and instructions for removal and shipping.
4. Buyer contacts storage vendor to arrange property removal.
5. Auto/Vessel title transfer documents will be sent via two-day mail within approximately 21 days from the close of the sale. (See Title Documents below).

Payment Form: Acceptable form of Final Payment is electronic bank transfer only. Payment instructions will be emailed to the successful bidder upon award of bid.

Electronic Bank Transfer Payment: Bank wire instructions will be included in the email payment notice. Bank wire transfers must originate from an account of the registered buyer or the business the buyer represents. The transfer must include the bidder auction username or buyer 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.

NO EXTENSIONS FOR FINAL PAYMENT. U.S. funds only. Personal or business checks, bank letters, credit or debit cards, or letters of credit are not accepted. PAYMENT MUST BE MADE BY SUCCESSFUL REGISTERED BIDDER. MONIES RECEIVED BY PARTIES OTHER THAN THE SUCCESSFUL REGISTERED BIDDER WILL BE DECLINED.

Refunds: Amentum nor CWSAMS make refunds, adjustments, or returns. All purchases are final.

Paperwork Processing: Once funds are received, title work and sale documents will be executed utilizing the buyer's registration information and sent to the buyer via email to have all copies signed. The buyer has 24 hours to return all documents to CWSAMS via email. Any delay in returning documentation will result in a delay in the buyer being able to pick-up property and original title documents being sent to buyer.

Once all paperwork is fully executed, the Property Release form will be emailed to the buyer and the storage vendor. The storage vendor's contact information will be presented on the property release document. Originals will be mailed to the buyer.

Property Release Documents: A Paid Receipt and/or Property Release document will be provided to the high bidder within 48 hours of payment. For information on Paid Receipts or Property Release documents contact CWSAMS at registration@cwsams.com or by calling (855) 463- 3183..

Removal: Removal must be completed on or before the 10th business day from the sale closing date (for Domestic property/merchandise), the 60th calendar day from the date of sale (for Export Only property/merchandise) and 10th business days from the receipt of the FAA or Coast Guard Bill of Sale, or SF97 Form for aircraft and vessels.

Removal is by appointment only and should be made by the Buyer with the storage vendor only after Buyer has received the necessary Property Release Document. Property/merchandise must be paid in full before removal — no partial release of any lots. All property/merchandise in a lot must be released to original buyer at one time. CWSAMS /Amentum DOES NOT SHIP ANY ITEMS for the Treasury auctions. IT IS THE SOLE RESPONSIBILITY OF THE BUYER TO REMOVE THE PROPERTY/MERCHANDISE PURCHASED BY THE REMOVAL DATE AND TO ARRANGE FOR ANY SHIPPING. REMOVAL IS AT THE EXPENSE, LIABILITY, AND RISK OF THE BUYER. AT THE TIME THE APPOINTMENT IS MADE, BUYER SHOULD VERIFY WITH THE STORAGE VENDOR ANY COSTS THAT ARE ASSOCIATED WITH REMOVAL FOR SERVICES PROVIDED BY THE VENDOR.

CWS / AMENTUM WILL NOT SHIP ANY ITEMS. Buyers can arrange shipping at their own risk and cost with any shipping company they choose, within the release time frame specified.

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 an authorization letter 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 <http://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.

Title Transfer Documents: Buyer will receive a paid receipt showing the quantity of cylinders purchased and the estimated weight of each cylinder.

State Sales Tax: The auction company will not collect any tax for lots in U.S. Treasury sales. 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 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 of 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. A bidder's retraction does not revive any previous bid.

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.

Announcements / Additional Information: Announcements/email 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 CWSAMS 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 user name, 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.

Participation By participating in this sale, I certify that I am NOT (1) under the age of 18;(2) an employee or agent of AMENTUM or their family member or sub-contractors;

(3) any employee of the U.S. Department of Treasury/Department of Homeland Security or anyone prohibited from bidding on property/merchandise by policy, regulation, statute or contract; (4) or anyone who have access to information concerning the property to be sold at a U.S. Treasury/Homeland Security auction that is not generally available to the public; (5) EPA certified to purchase, manufacture or distribute the types and quantities of HFC gas offered; I agree to comply with the terms of sale posted at the U.S. Treasury website and attached hereto. This agreement and offer is acknowledged by my submission of bid.