

## TERMS AND CONDITIONS OF PUBLIC AUCTION

1. Services provided by MYRON BOWLING AUCTIONEERS MEXICO SA DE CV ("The Auctioneer") are governed by these terms and conditions. By participating in this auction as a bidder, you agree and approve knowing these terms and conditions and any additional terms that can be applied by the seller or to be announced at the auction.

2. These terms and conditions are governed by the jurisdiction at the auction site.

3. THE AUCTIONEER reserves the right to register any person or entity, at any time in its sole discretion without liability.

4. The prices marked in this auction are in USD. the exchange rate will be based on the exchange of the day of the Auction by the National Bank of México (BANAMEX).

5. Bidders must examine and inspect items, on the following dates: January 24th 25th, and 28th, 2013 from 09:00 to 17:00 hrs at the following address:

**Mega Empack II Mérida:** Calle sin nombre No. 15682 Por Anillo Periférico Oriente, Col. Pacabtún, Mérida Yucatán CP 97160.

**Mega Empack III Mérida:** Calle 60 No. 479 Parque Industrial No Contaminantes, Chablekal Conkal, Mérida Yucatán CP 97300.

**Plastherm Mérida** Calle 15 Manuel C. Villamor No. 308 Cd. Industrial, Mérida Yucatán CP 97288 **Kimpen Mérida:** Calle 31 Tablaje Catastral 19097 s/n x 30 y Anillo Periférico Ote. Col. Pacabtún Mérida Yucatán CP 97160.

**Mega Empack Celaya:** Km. 44.2 Carretera México Celaya, Apaseo el Grande, CP 38160 Guanajuato, México.

**Mega Empack Querétaro:** Acceso III, No 9 Parque Industrial Benito Juárez, Querétaro, Qro. México. CP 76120.

**Mega Empack Cancún:** Km 305-306 Carretera Valladolid – Pto. Juárez, Cancún Quintana Roo. CP 77500 (a un costado de Embotelladora Coca Cola Bepensa).

6. All assets of the auction will be sold to the bidder offering the highest bid considered, however, some goods may be auctioned with minimum reserve prices, or could be subject to confirmation by the seller. THE AUCTIONEER reserves the right to reject any bid that is only a minimal increase of the previous position, which does not correspond with the actual value of the property being offered, also, THE AUCTIONEER reserves the right to reject any bid that according with its opinion was made illegally or with intent to defraud. In addition, THE AUCTIONEER, its affiliate or subsidiaries, may bid at the auction either for its own account or on behalf of third parties. In the case of a dispute between bidders, THE AUCTIONEER, may, in its sole discretion, accept what it considers to be the final bid or request further bids for the property in dispute. Auctioneer's decision shall not be appealed or objectionable. All sales are final, any return or refunds are not allowed.

7. In the event of any dispute concerning the winning bid price for any good, the technical and/or electronic records held by THE AUCTIONEER will be the deciding factor.

8. Everything including assets and ancillary items is sold "AS IS, WHERE IS AT SITE", and neither the seller nor THE AUCTIONEER provide any

warranty or guarantee expressed or implied regarding nature, quality, value or condition for any asset. THE AUCTIONEER and the seller expressly disclaim any guaranties of merchantability or capacity for any specific purpose.

9. To participate, buyers must secure a deposit before the event in the amount of \$4,000.00 USD (four thousand dollars).

Of lots. All deposits must be made at least 24 hrs. before the event and on the event day.

10. Buyers should send the deposit slip to the e-mail address [jarielag@myronbowling.com.mx](mailto:jarielag@myronbowling.com.mx) in response to Jariela Guzmán, when the content of the e-mail is recognized, the bidder will be provide with the key codes to access and participate in the auction.

Those buyers, who participate at site, can make their payment at the registration table at the event site with a certified check, a cashier's check, credit card and/or present a deposit slip and will be provide with a paddle with an assigned bidder number.

If the bidder does not purchase any lot, the guarantee deposit shall be return to the buyer's account within no more than 3 business days.

11. THE AUCTIONEER will charge to each bidder who is awarded a lot the current Tax (16%) on the final amount of its purchase. Except for purchases made for export presented with official export declaration documentation.

**12. THE AUCTIONEER will charge to each bidder who is awarded a lot, a premium to the buyer (13.5%) plus the current Tax of (16%) on the final amount of the purchase to buyers participating in site, and 16.5% premium to the buyer plus the current Tax of (16%) to buyers participating online ..**

13. Winning bidders will receive by the e-mail given at the moment of the registration, a statement with the payment information and the total amount(s) of the purchase (s) made.

14. Full payment of the award price (purchase) should be made no later than the third business day after the auction day (November 21st). Without limiting the foregoing, full payment of the purchase (s) must be liquidated prior to the removal of any property. In the event that the bidder does not make the full payment (including buyer's premium and any applicable tax) within the time specified by THE AUCTIONEER, or otherwise fail with the terms and conditions THE AUCTIONEER will retain the advanced payment that has been left as guarantee, which will be taken as liquidated damages (Penalty for Breach) without any notice. THE AUCTIONEER and the seller reserve the right to resell such goods and the purchaser as default is liable for any resulting deficiency affecting THE AUCTIONEER and the seller, including costs incurred for storage or resale of such goods.

15. THE AUCTIONEER accepts the following payment methods: wire transfer, deposits by check, cashier's check, certified check, VISA and MASTERCARD debit and credit card, direct deposit at the bank window. THE AUCTIONEER does not accept American Express Cards.

Important:

- In case of cash deposits at the bank window, a 3% tax of the total amount of the deposit will be applied to the buyer (according to the Mexican "IDE" tax on cash deposits).
- In case of payment by credit or debit card, the buyer must pay a 2.5% charge on the total amount corresponding to the commission.
- All types of payments should be made to: MYRON BOWLING AUCTIONEERS MEXICO SA DE CV.

IMPORTANT NOTE: PAYMENTS IN CASH WILL NOT BE ACCEPTED THE DAY OF THE EVENT UNDER ANY CIRCUMSTANCES.

16. By participating in the auction, each bidder guarantees and agrees that:

- Does not misrepresent its ability to close the transaction resulting in the terms and conditions of sale.
- Has the legal capacity to close the transaction.
- Has the authority to BID, SUBMIT PAYMENT and ACQUIRE the PURCHASED GOODS.

17. Absentee offers will be accepted.

18. THE AUCTIONEER has the right to remove assets from the auction before, during or after it. In this case, a refund for the paid amount will be made to the affected purchaser.

19. The catalog of lots has been prepared as a guide based on information from sources presumably reliable; its accuracy is not guaranteed nor offered. No position may be invalidated. THE AUCTIONEER and the seller assume no responsibility; make no representations or warranties about the descriptions of the goods contained within the advertising of the auction. "It is the obligation of the bidder to check the descriptions by physical inspection under its expenses and risks, which can make use of specialists, mechanical or any appropriate personnel without restriction, as long as they have requested appointment for inspection."

20. Neither THE AUCTIONEER nor the seller shall be liable for damages of any kind or nature (whether in contract, or otherwise) sustained or claimed by any bidder, person or entity in connection with the auction. Without limiting the foregoing, in no event the responsibility of THE AUCTIONEER for any bidder or omission occurring in connection with the auction shall not exceed the amount that such bidder has actually THE AUCTIONEER for the item(s) award.

21. Billing will be carry out by the auctioneer, no later than 15 business days after payment of the full amount including the prime awarded to the purchaser and any applicable taxes. Invoice of goods will be delivered electronically by THE AUCTIONEER. After goods are invoiced, no re-billing or modifications of any kind will be made.

22. Removal of items will take place, by appointment, from February 04th to February 15th 2013, from 8:00 a.m. to 5:00 p.m. All expenses incurred in the removal shall be borne entirely by the buyer. THE AUCTIONEER determines authorized rigging services. If the buyer does not remove the property within the specified period, the buyer automatically assign all rights to the AUCTIONEER to assign a rigging service to move the purchased items at the buyer's expense. THE AUCTIONEER reserves the right to charge the buyer storage costs after the period of removal.

23. Each person participates in the auction under their own responsibility; therefore, waive to present any claim against THE AUCTIONEER, the seller or their respective agents or employees for any damage, injury or property loss at the site where the goods are located.

24. It is the sole responsibility of the bidder to get all government safety standards for removal, environmental care, transport and use of the acquired assets. Certain properties for sale may contain "dangerous substances" as defined under federal law and regulations of state and local governments. THE AUCTIONEER has no obligation to remove any dangerous substance that is contained in any good. Buyers agree not to sue and request compensation to THE AUCTIONEER for damages or injuries as well as for the obligations and waive or reimburse for expenses paid or payable during the legal process, (including fees and costs of legal representative) and other costs incurred by THE AUCTIONEER in connection with the sale, removal, transport or use of any of the awarded assets.

25. All Items are nationalized in Mexico. Exports (if any): will be granted under the motion / or any other documentation necessary to allow these assets to be exported and the pediment and /or the documentation of the temporary imports (if any) canceled by Mexican Authorities., to verify if the equipment apply for export and the original import documents canceled by Mexican customs authorities, the purchaser shall bear all expenses generated by such export procedure.

26. None of the conditions set out in these agreement or the submitted bids are negotiable.

For any questions or comments regarding this auction please call at (01 722) 211 2883.