

KOBELCO Tender by KiT/KCT Feb-Mar 2010

USED EQUIPMENT SALES FAIR BIDDING PROCEDURE

QUALIFICATION All companies and persons shall agree with the following BIDDING PROCEDURE and NOTICE of EXPORT CONTROL.

NOTICE of EXPORT CONTROL Please refer to the attached NOTICE of EXPORT CONTROL.

Compliance

- 1) The successful bidder who exports the subject products from Japan shall comply with the laws and regulations of the countries of destination concerning environment protection, product safety and so on, and shall complete all required steps (including but not limited to the required modifications, governmental approval, etc.) in accordance with such laws and regulations.
- 2) After the Successful Bidder wins a bid, KiT or KCT may do a case-by-case screening about the Successful Bidder(s), Customer and intended use of the Purchased Product(s) under the Export Control Laws and Regulations which may result in the following condition.
 - 1) KiT or KCT may extend the delivery date of the awarded machine(s) to the Purchaser(Successful Bidder) by the result of the above-mentioned screening(examination)
 - 2) KiT or KCT may limit on resale of the awarded machine(s) by the Purchaser(Successful Bidder) by the result of the above-mentioned screening(examination)
 - 3) KiT or KCT may cancel the acceptance of the bid by the result of the above-mentioned screening(examination)All of the Purchasers(Successful Bidders) are required to obtain prior consent of KiT or KCT in case the Purchaser(Successful Bidder) resells to the country & area designated by Japanese governmental authority concerned under Export Trade Control Order & also to Cuba or Syria.

ENTRY

- 1) Bid Entry Format is available at the Tender Reception.
- 2) Please fill in your Name and YOUR BID PRICE for the machine you want.
- 3) Please sign your name and submit to the tender reception.
- 4) After you get the copy, please shoot the original into the Tender Box.

PERIOD Bidding period & time (Japanese time)

Ichikawa	Kobe
Period; 25th Feb - 28th Feb '10	Period; 3rd Mar - 6th Mar '10
End of tender; At 5PM 28th Feb '10	End of tender; At 1PM 6th Mar '10
End of Fax Bidding; At 4PM 28th Feb '10	End of Fax Bidding; At 12PM(noon) 6th Mar '10

BID PRICE

- 1) This tender is conducted in Japanese Yen.
- 2) JPY 10,000.- shall be the minimum currency unit for Bidding Price.
Any non-responsive Bid to this guideline will be rejected as " Non-Responsive".
- 3) The minimum price is effective during Bidding period & time only.
- 4) Every item sold ' AS IS & WHERE IS '.
- 5) For the Order on the delivery of FOB Japanese Ocean Port or CIF port of entry, the extra cost for Inland transportation to the Port of shipment, Customs Clearance, FOB Charge, Ocean Freight, Marine Insurance and else shall be additionally paid by Purchaser (Successful Bidder).
For extra cost, please consult with us, if you wish us to arrange.
- 6) The followings are Bidding procedures only for " UNRESERVED Machine "
JPY 10,000.- shall be also the minimum currency unit for "UNRESERVED Machine ".
Any bidding price over JPY 10,000.- is acceptable.
The highest bidding price is not shown during the Tender Period.
The final results will be advised to the bidders only by means of e-mail PDF File attached or through FAX.
Result of announcement is the same as mentioned below in "AWARD OF BID"

AWARD OF BID

- 1) The Bidder who offered highest bidding price becomes a Successful Bidder.
- 2) If there are more than two bidders offering the same highest bidding price, Successful Bidder will be selected by means of lottery (Lucky Draw) by KiT/KCT
- 3) **Award of Bid will be announced with following schedule by means of e-mail PDF file attached or through FAX.**
Result of Ichikawa; 1st March. Kobe; 8th March.
If the announcement does not reach you by above mentioned days, please ask us to send.

TAXES & DUTIES

The Price shall be net price and not include any Consumption Tax to be levied by the Japanese Government at the rate of five percent (5%). In case delivery terms are FOB or CIF, such Consumption Tax will not be levied.

PAYMENT TERMS

- 1) TTR fully in advance within fourteen (14) calendar days after Award of Bid.
- 2) As the alternative payment terms, an acceptable and irrevocable L/C at sight opened by the first class international bank will be accepted by KOBELCO.
- 3) All banking charges incurred shall be the account of Purchaser (Successful Bidder).

DELIVERY

- 1) Delivery (Ex-Yard) will be made upon receipt of the full payment by TTR or L/C at sight.
- 2) In case Purchaser (Successful Bidder) wishes to select the delivery terms of **Ex-yard Used Machinery Center**, the Purchaser shall be responsible for arrangement of suitable transportation method to the final destination and for instruction to KOBELCO within fourteen (14) calendar days after the payment.
- 2) In case Purchaser (Successful Bidder) wishes to select the delivery terms of **FOB Japanese Ocean Port**, Purchaser shall be responsible for arrangement of suitable vessel from the agreed ocean port to the final destination and for instruction to KOBELCO within fourteen (14) calendar days after the payment. Consult with us for extra cost concerning FOB prior to T/T Remittance or Opening L/C. Please refer to the attached sheet for FOB charges and Ocean Freight.
- 3) In case Purchaser (Successful Bidder) wishes to select the delivery terms of **CIF Port of Entry**, KOBELCO will advise shipment schedule soon after receipt of payment or L/C. Consult with us for extra cost concerning CIF prior to T/T Remittance or Opening L/C. Please refer to the attached sheet for FOB charges and Ocean Freight.
- 4) INCOTERMS 2000 shall be generally referred and applied for this agreement.

WARRANTY

- 1) The condition of Sale shall be on "As it is" and on "Bare or Naked"
- 2) No guarantees made or warranties implied.
- 3) KOBELCO products being sold here today are designed and built to suite Japanese safety industrial standards, statutory regulations and requirements. They do not have non-Japanese warning labels nor manuals. It is strictly your responsibility to take necessary measures to make the machines which you take from this tender ground comply with the safety industrial standards, statutory regulations and requirements in the countries or areas where you are bringing into.

SPECIAL WASHING

- 1) Subject to the destination of shipment and depending the relevant Governmental regulations of Country, Equipment shall be cleanly washed.
- 2) Purchaser (Successful Bidder) shall indicate if the special extra washing treatment is required .
- 3) The extra cost for washing treatment shall be consulted with KOBELCO.

CANCELLATION

- 1) Once the Bid was accepted by KiT or KCT, no cancellation will be allowed. In case of the cancellation according to successful bidder's reasons, the successful bidder shall pay 20% of the price to KiT as a liquidated damages.
- 2) Notwithstanding the above-mentioned 1) in this section, if Purchaser (Successful Bidder) fails to pay or to open L/C within fourteen (14) calendar days after Award of Bid, KOBELCO withhold a right to cancel the said Award.

KOBELCO machines listed here are designed and manufactured according to the Japanese standards and requirements for use in Japan.

When using this machine outside of Japan, it is required to confirm that the specifications of this machine comply or are adapted to comply with standards and requirements in a country where this machine is used.