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Inventory Reduction of Communication Equipment

Online Auction

1:00pm EDT on Tuesday 15th September 2020

Emerging Markets Communications

3044 N. Commerce Parkway, Miramar, Florida, United States, 33025

Asset Locations:

3044 N. Commerce Parkway, Miramar, Florida, United States, 33025

Lot #	Description	Current Bid	Notes
0.01	CATALOG COMING SOON! SURPLUS COMMUNICATION EQUIPMENT	\$1.00	

Inspection Information:

All inspections are by appointment only- Contact through Aucto Messaging System

PURCHASE & SALE AGREEMENT This Purchase and Sale Agreement (“Agreement”) is made and entered into on the latest of the signature dates hereof (“Effective Date”) by Emerging Markets Communications, LLC, a Global Eagle Entertainment, Inc. business (“SELLER”) and the successful Bidder identified on the signature page hereto who has validly acquired the right to purchase said Surplus Inventory via AUCTO INC. (“BUYER”). Capitalized terms not defined herein shall have the meaning ascribed to them in AUCTO INC.’s Bidder’s Terms. 1. Background. The parties desire that this transaction, pursuant to which SELLER shall sell to BUYER certain Surplus Inventory detailed on the attached Exhibit A (“Surplus Inventory”), be governed by the terms of this Agreement, subject to AUCTO INC.’s Bidder’s Terms which also apply to this transaction. The parties acknowledge and agree that this Agreement constitutes the Seller’s Terms, as defined in AUCTO INC.’s Bidder’s Terms. 2. Surplus Inventory; Price & Payment Terms. SELLER hereby sells, and BUYER hereby purchases, the Surplus Inventory, as further described in Exhibit A, attached hereto. The price for the Surplus Inventory shall be equal to the Max Bid, subject to Taxes, shipping, handling and removal charges, Buyer’s Premium, and/or any other charges listed herein or in AUCTO INC. Bidder’s Terms (“Price”). Payment of the Price shall be due in full upon receipt of an invoice and in advance of Delivery, as defined herein. BUYER acknowledges and agrees that this sale is final and Surplus Inventory is not returnable. 3. Delivery. Delivery of the Surplus Inventory shall be ExW (‘Ex Works’ per Incoterms 2010), and title to and ownership of the Surplus Inventory (including risk of loss) shall pass to BUYER when the Surplus Inventory is tendered by SELLER to the shipper for delivery to BUYER (“Delivery”). SELLER shall not be liable for any delays, loss or damage in transit. SELLER’s time to perform its obligations hereunder shall be extended to the extent that such delays results from causes beyond SELLER’s reasonable control. These may include, but are not limited to events such as acts of government, court order, civil unrest, sabotage, adverse weather conditions, labor troubles and shortages of any goods/services. SELLER will give timely notice to BUYER of any such event and will endeavor to avoid or remove the cause and resume performance with minimum delay. The time for delivery will be extended accordingly. 4. Taxes. BUYER is responsible for and shall indemnify, defend and hold SELLER harmless against all taxes, duties and other charges (including value-added taxes) arising from the sale, delivery or use of the Surplus Inventory and will reimburse SELLER for any such charges SELLER may be required to pay. 5. Warranty and Disclaimer. THE SURPLUS INVENTORY IS BEING SOLD IN ‘AS IS, WHERE IS WITH ALL FAULTS’ CONDITION, AND SELLER MAKES NO WARRANTIES TO BUYER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SURPLUS INVENTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO AGREEMENT CLAIMING ANY WARRANTY OF THE SURPLUS INVENTORY SHALL BE BINDING UPON SELLER UNLESS IN WRITING AND SIGNED BY ITS DULY AUTHORIZED OFFICER OR REPRESENTATIVE. 6. Indemnification. BUYER shall assume all loss and liability of any nature whatsoever arising out of the use, possession, or resale of said Surplus Inventory, and agrees to indemnify, protect, defend and save harmless SELLER, its affiliates and their respective officers, directors, employees and agents (“Indemnitees”) with respect to any claim, suit, action or judgment of any kind arising out of or in any way connected to the Surplus Inventory (including but not limited to the use, possession, operation regardless of whether caused by the negligent acts (or omissions) of any of the Indemnitees. 7. Limitation of Liability. SELLER’S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE, FOR ANY LOSS (INCLUDING DEATH) OR DAMAGE ARISING OUT OF OR CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, OR USE OF ANY SURPLUS INVENTORY COVERED BY OR FURNISHED UNDER THIS AGREEMENT SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE UNIT OF SURPLUS INVENTORY WHICH GIVES RISE TO THE CLAIM. ANY SUCH LIABILITY SHALL BE CONDITIONED ON BUYER PROVIDING PROMPT WRITTEN NOTICE TO SELLER OF ANY CLAIM AND, IN ANY EVENT, WITHIN THIRTY (30) DAYS FROM THE DATE OF OCCURRENCE OF THE CLAIM. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFIT AND COST OF REPLACEMENT SURPLUS INVENTORY. 8. BUYER’s Representations and Warranties. BUYER represents and warrants to SELLER that it is not (i) engaged in any illegal activity or listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, U.S. Department of the Treasury (“OFAC”), pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001), and any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Executive Order, (ii) acting, directly or indirectly, for or on behalf of any person, group, entity or nation named on any of the lists referenced above, or (iii) engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group or entity. BUYER further represents and warrants to SELLER that (a) it understands and acknowledges that U.S. export control laws and regulations (including but not limited to the Export Administration Act and the Arms Export Control Act) regulate the export of technology originating in the United States (“Export Laws”), and that the export and/or re-export of the Surplus Inventory to a foreign national or a foreign destination may be prohibited, limited or delayed by the Export Laws without a proper export license, (b) if a license is required by the Export Laws for the sale of the Surplus Inventory to BUYER, BUYER will fully cooperate with SELLER in order to obtain such license, and (c) BUYER agrees to abide by the Export Laws and not to sell, distribute or transfer any Surplus Inventory purchased from SELLER to any person or entity except in compliance with the Export Laws. 9. Termination. SELLER may terminate this Agreement with immediate effect upon written notice to BUYER, if BUYER: (i) fails to pay any amount when due; (ii) has not otherwise performed or complied with any of the terms of this Agreement or with AUCTO INC.’s Bidder’s Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. 10. Miscellaneous. This Agreement shall be governed in all respects by the laws of the State of Florida, U.S.A., and venue for any dispute arising out of or in connection with this Agreement shall be in the courts of appropriate jurisdiction sitting in Broward County, Florida. The undertakings and obligations of each party pursuant to this Agreement are subject to the requirements of all applicable laws and regulations. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall be made hereof without the prior written consent of the non-assigning party, except for assignment to a corporate affiliate or successor. This Agreement, together with AUCTO INC.’s Bidder’s Terms which apply to this transaction, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified except by written agreement of the parties. If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired. Each party represents that it has the right, power, and authority to execute and perform its obligations under this Agreement and that, upon execution, this Agreement will be binding upon said party. Each person executing this Agreement on behalf of a party hereto represents and warrants that he has been duly authorized to execute this Agreement on behalf of said party. This Agreement may be executed by electronic means or in two or more counterparts, each of which shall

Payment Terms:

All payments must be made through the Aucto Payment Gateway (APG). Buyers have below options to send payments: - Wire Transfer - ACH - Automated Clearing House (US) - EFT - Electronic Funds Transfer (Canada) - Credit Card (ONLY available for sale orders less than 5000 USD) - Instructions will be available via APG to winners after a sale has concluded. Aucto will NOT accept Cash, Check, E-Check, Cashier's Check or Bank Drafts as payment options. Unless specified by the seller in the "Sale Terms", all payments are due within 24 hours of a sale order being delivered.

Removal Terms:

All Assets must be removed by September 31st - Buyer must arrange pick up of there items

Payment Instructions:

Payments will be made through the Aucto Payment Gateway. Paying via credit cards will only be available for orders under \$5000.