

**ABB/Power One Renewable Energy
Solutions, LLC
AUCTION PREVIEW SITE ACCESS FORM**

Check the date(s) you plan to attend: <input type="checkbox"/> October 24, 2016 <input type="checkbox"/> October 24, 2016 Participant Name (print): _____ Company: _____ Complete Mailing Address: _____ Email Address: _____ Phone: _____ Emergency Contact Person: _____ Emergency Contact Phone: _____ Relationship to Participant: _____

Prior to being granted access to the ABB/Power One facility, participants must sign the attached **Site Access Acknowledgment, Waiver of Liability and Indemnity Agreement**.

Participants must also wear appropriate clothing when accessing the Auction Preview Site. Please wear closed-toe, flat walking shoes. Work boots are preferred. **Do not** wear open-toed shoes, sandals, flip flops, high heels or ballet flats. Also, due to safety concerns, you should not wear skirts, capris, shorts or tank tops inside the facility. Anyone wearing any of the prohibited items will not be granted access to the auction preview.

Forms must be completed and submitted to DAVID BARKOFF

You may submit your completed form using one of the below methods:

- Email: DCB@HGINC.COM
- Fax: 866. 644. 9908

Should you have any questions about the Auction Preview Site Access Form you may contact DAVID BARKOFF at DCB@HGINC.COM

Should you have any questions about the items to be sold or the Auction process, please go to the auction site located at <http://www.hgpauction.com/auctions/86748/abb-powerone-phoenix-az/>

Thank you.

SITE ACCESS ACKNOWLEDGMENT, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

1. _____ (“Bidder”) desires to inspect certain materials and/or equipment owned by Power-One Renewable Energy Solutions, LLC, a member of the ABB Group (“Power-One”) and has requested permission to inspect such materials and/or property currently located at the Power-One facility, 3201 E. Harbour Drive, Phoenix, AZ 85034 (the “Facility”), for purposes of participating in an auction. Bidder acknowledges, agrees and understands that the Facility is a manufacturing facility that may contain operating machinery, equipment, product and other potentially hazardous items or activities associated with the manufacturing process, that there are certain risks and hazards associated with entering certain areas of the Facility that could result in injury to the Bidder or to others with the Bidder, and there exists certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Bidder further acknowledges, agrees and understands it is not an employee of Power-One and shall at all times be considered an independent contractor. Nothing in this Agreement shall operate to change or alter such relationship.
2. In consideration of being granted the right to access the Facility, the Bidder has agreed to execute this Site Access Acknowledgment, Waiver of Liability and Indemnity Agreement. Bidder HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE POWER-ONE, its officers, directors, affiliates, parent corporation, or any employees or agents thereof, individually or in their official capacities (“Releasees”), from all losses, liabilities, claims, actions, damages, costs or expenses which Bidder or its heirs, assigns, executors, administrators or personal representatives may have against any of the Releasees, arising out of or in any way connected to the Bidder’s entry onto Power-One’s premises and/or into the Facility and/or Bidder’s participation in the materials and/or equipment inspection and/or auction activities, including claims involving bodily injury, death, or property damage suffered by the undersigned, during or after any entry upon the Facility.
3. Power-One makes no warranty or representation as to the condition of any of the materials and/or equipment, or any area in which the site and/or material inspection is to be performed. The inspection and any associated activities shall be performed at the sole risk and liability of the Bidder.
4. To the fullest extent permitted by law, Bidder shall indemnify, defend, and save harmless Power-One from and against all liability, loss, costs, claims, damages, expenses, judgments, and awards including attorney’s fees arising from, or claimed to have arisen from, or in any manner related to, Bidder’s access to the Facility or participation in the inspection and auction activities.
5. Bidder acknowledges that he/she has sole responsibility to carefully evaluate the risks inherent to accessing the Facility, materials and inspection activities and that he/she has fully considered those risks, and does voluntarily assume full responsibility for, and full risk of, property damage or loss, or bodily, mental or physical injury, including death, relating to his/her presence at the Facility and/or participation in the inspection and auction activities.
6. Bidder also agrees that this arrangement is mutually beneficial, and that there is adequate consideration for the agreements set forth herein. Should any portion of this document be held invalid, the remaining provisions shall be binding and shall continue to remain in full force and effect.

I have read this **SITE ACCESS ACKNOWLEDGMENT, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT** carefully, understand its significance, and voluntarily agree to all of its terms.

Bidder

Visitor Signature: _____

Name (print): _____

Title: _____

Company: _____