

## INVITATION TO BID



### **Bombardier Challenger 604**

**SERIAL NO: 5387, REGISTRATION: N999PX**

## THIS INVITATION TO BID IS COMPRISED OF THE FOLLOWING:

### TERMS AND CONDITIONS

Annex 1	-	Photographs
Annex 2	-	Technical Summary
As per auction posting		Draft Sale and Purchase Agreement

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### CONTACT DETAILS

Simon Beetham                      simon.beetham@mclarens.com                      +44 (0)774 114 4951  
Aviation Surveyor

### ~~BIDS CLOSE: 20 February 2023 12:00 (BST)~~

~~Extended to: 27 February 2023 12:00 (BST) to allow for physical viewing on 13 and 20 February 2023 (see section 4. Inspection).~~

~~Further extension to: 20 March 2023 12:00 (BST) to allow potential bidders additional time to view extensive electronic records (see section 4. Inspection)~~

~~Further extension to: Tuesday, 28 March 2023 12:00 (BST) to allow for short term preservation of the engines to be undertaken.~~

Further extension to: Tuesday, 18 April 2023 12:00 (BST) whilst awaiting OEM comments.

## TERMS AND CONDITIONS

Bids are invited for the Salvage of the Aircraft defined below, subject to the Terms and Conditions contained herein. No representations or warranties, express or implied are made as to the condition, serviceability or fitness of the Salvage for any purpose whatsoever. For the avoidance of doubt, the implied terms of the Consumer Rights Act 2015 are excluded from this sale. To the best of our knowledge the details set out herein regarding the Aircraft and the data and information relating to the Aircraft is accurate. However, we have not fully evaluated this Aircraft and therefore cannot warrant the accuracy of the information herein. The Salvage is sold "as is/where is" and "with all faults".

### 1. DEFINITION SECTION

- i. **The Aircraft**  
**Bombardier Challenger 604**  
Serial Number 5387  
Former Registration No: N999PX  
Build Date 1998  
  
**Engines: CF34-3B**  
  
Serial Numbers (No. 1) 872383 (No. 2) 872387
- ii. **The Incident**  
The Aircraft sustained damage to the left wing structure and forward lower fuselage as a result of left wing runway impact during landing and after commercial considerations between the operator and insurers the aircraft has been treated as a constructive total loss between the two parties.
- iii. **Salvage**  
  
Salvage in this Invitation to Bid means the Aircraft, all records available for viewing, engines and all their parts, components and equipment therein, or thereon, at the time of the transfer of title and all available manuals and technical records relating solely to the Aircraft.
- iv. **"As is/Where is" and "With All Faults"**  
  
As is/Where is and With All Faults means that the Salvage will be available to the buyer at its present location at the buyer's risk and exposure in whatever condition it might be in at the time of collection. No warranties of merchantability, fitness for a particular purpose or of any other nature or kind, whether statutory, express or implied, with respect to the physical condition of the Salvage or accuracy of the Aircraft, engine, or other component records are given by the Seller or McLarens Aviation.
- v. **McLarens Aviation**  
  
Means MYI Limited, trading as McLarens Aviation, as well as any other associated company or agents acting on its behalf or any other company or individual assisting with the disposal of the Salvage.

vi. **Delivery**

Means delivery of the Salvage in accordance with the Sale and Purchase Agreement.

**2. DAMAGE SYNOPSIS**

**THE FOLLOWING SUMMARY IS A GENERAL SUMMARY ONLY AND MCLARENS AVIATION CANNOT WARRANT ITS ACCURACY, NOR THAT IT IS IN ANY MANNER A COMPLETE SUMMARY OF THE DAMAGE SUSTAINED.**

Please refer to Annex 2.

**3. THE INCIDENT**

On 31st January 2022, MSN 5387 was in the final phases of landing at London Stansted Airport (STN), UK, when a crosswind was encountered resulting in a brief loss of control of the aircraft during which, the left wingtip impacted the runway. The flight crew aborted the landing, initiated a go-around and diverted to London Gatwick Airport (LGW), UK, where it landed and was later inspected and assessed.

**4. INSPECTION**

The Aircraft will be available for inspection at its current location at London Gatwick Airport subject to prior arrangement with Simon Beetham, email [simon.beetham@mcclarens.com](mailto:simon.beetham@mcclarens.com), to whom at least 72 hours' notice of intention to inspect must be given in order to ensure that the necessary security formalities can be put in place. **LGW aircraft physical viewing dates are 13<sup>th</sup> and 20<sup>th</sup> February 2023.**

[Electronic records are available for viewing by clicking the link here.](#) Physical technical records are located with current owners in Egypt and available for viewing should it be required.

**5. REMOVAL OF THE AIRCRAFT**

Bidders should be aware that the successful bidder must remove the Aircraft in its entirety from its current location at London Gatwick Airport within a reasonable time and in any event no later than **fourteen (14)** days (or as otherwise agreed) following passing of title in accordance with the Sale and Purchase Agreement. The records must be removed from Egypt no later than **twenty eight (28)** days (or as otherwise agreed) following passing of title in accordance with the Sale and Purchase Agreement.

**For the avoidance of doubt, all costs and expenses howsoever arising out of the existence, removal, storage, export, import or sale of the Salvage and records including, but not limited to, royalties, storage fees, local government fees, any taxes, export duties etc. shall be the sole responsibility for the successful bidder.**

McLarens Aviation is unable to assist or facilitate in any way in the removal and/or export of the Salvage and it will be the sole responsibility of the successful bidder to arrange all licenses, permits or permissions that may be required by domestic regulations or laws for valid removal of the Salvage at their own expense.

## 6. CLOSING DATE

The closing time for bids will be 12:00, London UK, local time (BST) on **20<sup>th</sup> February 2023**. All bids must be submitted online at <https://www.mclarens.com/auctions/>.

## 7. SALVAGE BID – NO DEPOSIT AT BID STAGE

Bids must be made in United States Dollars – there is NO deposit required at the bid stage. However, a 20% deposit will be required from the successful bidder within 7 days of notification. Failure to pay the deposit within the time frame required will render the bid null and void.

Deposits should be transferred to the bank account of McLarens Aviation, the details of which will be provided to the successful bidder.

The deposit is non-refundable to the successful bidder.

Please note for the bid to be considered valid it must be in the form described above.

## 8. BID REVIEW

McLarens Aviation will, as soon as practicable following the decision by their Principals, inform parties in writing as to whether or not their bid has been accepted.

## 9. BID ACCEPTANCE

McLarens Aviation, and their Principals reserve the right to refuse or reject in their absolute discretion any or all bids for the Aircraft if they choose to do so, including the highest bid. Exercise of this discretion does not oblige McLarens Aviation or their Principals to provide any explanation or reason for its decision whatsoever.

The successful bidder will be formally notified in writing of acceptance of their bid. A draft Sale and Purchase Agreement is attached at Annex 3 for prospective bidders' review. Please note that there will be no substantive changes to this draft agreement, so please review it carefully prior to placing a bid.

## 10. PAYMENT

Payment of the bid ("Purchase Price"), less the 20% deposit must be made by the successful bidder to McLarens Aviation's bank account (details to be advised), by telegraphic transfer within the time limits stipulated in the Sale and Purchase Agreement.

Sale of the Salvage will be conditional upon payment within that time. If payment is not received within that time the bid will be rejected and any deposit paid will be forfeited.

Payment must be accompanied by the Sale and Purchase Agreement duly executed by the successful bidder. Payment will be deemed not to have been made if the successful bidder fails to execute the Sale and Purchase Agreement or fails to return it to McLarens Aviation within the time specified.

**11. BIDDERS' COSTS RECOVERY**

For the avoidance of doubt, any and all costs of whatsoever nature and howsoever incurred by potential bidders shall be for the potential bidder's sole account and not for McLarens Aviation or their principals. This shall be the case even if the bid is accepted and subsequently the sale is not finalised.

**12. TITLE**

Title to the Salvage will pass to the successful bidder in accordance with the relevant clause in the Sale and Purchase Agreement.

**13. RISK**

Risk shall pass to the successful bidder in accordance with the relevant clause in the Sale and Purchase Agreement.

**14. RE-CERTIFICATION REQUIREMENTS**

Due to the nature of the damage, all bidders agree that should their bid be successful, they will arrange for the Salvage and its component parts to be re-certified appropriately prior to further sale, disposal or any future aviation use.

**15. CONDITIONS**

In addition to the various Terms and Conditions and requirements set out in Sections 1-14 of this Invitation to Bid, the following section will also apply. Submission of a bid will be deemed to constitute acceptance by the bidder of those Terms and Conditions and requirements set out in Sections 1-14 and also acceptance of the following conditions:

- i. the successful bidder shall be deemed to buy with full notice in all respects of the actual state and condition of the Salvage and shall take the Salvage "As Is/Where Is" and "With All Faults" as defined in Section 1(iv);
- ii. all risk of loss or damage to the Salvage howsoever caused and all liabilities, costs and expenses arising out of the existence, storage, safeguarding, removal, export and transport of the Salvage shall pass to the successful bidder as detailed in the Sale and Purchase Agreement. For the avoidance of doubt, any charges which accrue prior to the transfer of title shall be for the seller's account;

- iii. the successful bidder shall indemnify the seller, their Insurers, and McLarens Aviation in respect of any and all costs, liabilities, claims, demands and expenses including all legal expenses and attorney fees arising at anytime, anywhere in the world after title passes to the successful bidder from the existence, present or future use, storage or transport of the Salvage;
- iv. neither individual members of the staff of McLarens Aviation nor its individual representatives have authority to agree any variation of any of the Terms, Conditions or Requirements of this Invitation either verbally or in writing;
- v. by submitting a bid for the Salvage, the potential bidder has accepted the Terms and Conditions contained herein and shall be deemed to have satisfied itself as to the accuracy and completeness of the Salvage records and documentation. Therefore, the bidder undertakes to hold harmless and indemnify McLarens Aviation, and seller and their Insurers from any and all claims, costs and liabilities that may arise out of the existence of said records and documentation including but not limited to all legal fees and expenses incurred in contemplation of litigation or as a result of litigation;
- vi. whilst seller, their insurers and McLarens Aviation will use all reasonable endeavours to ensure that the Salvage is not diminished in quantity or condition between inspection by prospective bidders and collection by the successful bidder this cannot be guaranteed as the Salvage is not under the direct physical control of seller, its insurers or McLarens Aviation;
- vii. This Invitation to Bid shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales; and
- viii. Each party irrevocably waives any objection which it might at any time have to the Courts of England and Wales being nominated as the forum to hear and determine any suit, action or proceedings and agrees not to claim the Courts of England and Wales are not a convenient or appropriate forum.

## ANNEXES 1 & 2

The contents of Annexes 1 &2 are intended to illustrate the general nature of the damage suffered by the Aircraft, in order to provide prospective bidders with a general summary of the Salvage. It is not intended by McLarens Aviation that these photographs and additional documentation should be relied upon for the purposes of assessing the value of the Salvage or for reliance on the actual condition of the Salvage. McLarens Aviation cannot warrant the accuracy of the photographs and additional documentation and must disclaim any express or implied warranties of accuracy.

We strongly recommend that the prospective bidders make their own careful visual inspection of the Salvage, records and documentation relating to it by appointment with Simon Beetham



ANNEX 1

PHOTOGRAPHS





**Left wing – upper surface – outboard view**



**Underside of wing looking inboard**



**Underside outboard area of wing**



**Wingtip – view aft looking forward**



**Skin panel deformation aft of NLG bay – viewed from rear right side**



**NLG view from front (VFF)**



**NLG torque box right side wall – zoomed out image**



**Zoomed in – deformation /buckling circled.**



**Butt joint ridge circled – right side of fuselage**



**Close up image of ridge and protruding fastener head**



## ANNEX 2

### TECHNICAL SUMMARY

#### AIRCRAFT SALVAGE DATA

##### Aircraft Salvage

Manufacturer	Bombardier (Canadair)
Type and Model	Not advised
Registration	N999PX
Manufacturer's Serial Number	5387
Time Since New	8456 (CAMP report 25-DEC-2022)
Cycles Since New	4872 (CAMP report 25-DEC-2022)

##### Engine Salvage

Manufacturer	General Electric
Type and Model	CF34-3B
Manufacturer's Serial Number	872383
Time Since New	8456 (CAMP report 25-DEC-2022)
Cycles Since New	4872 (CAMP report 25-DEC-2022)
Time Since Last Shop Visit	First Run
Cycles Since Last Shop Visit	First Run

##### Engine Salvage

Manufacturer	General Electric
Type and Model	CF34-3B
Manufacturer's Serial Number	872387
Time Since New	8456 (CAMP report 25-DEC-2022)
Cycles Since New	4872 (CAMP report 25-DEC-2022)
Time Since Last Shop Visit	First Run
Cycles Since Last Shop Visit	First Run

##### APU Salvage

Manufacturer	Honeywell
Type and Model	GTCP 36-150 (CL)
Manufacturer's Serial Number	P-637C
Time Since New	7714 (CAMP report 25-DEC-2022)
Time Since Last Shop Visit	TBC
Cycles Since Last Shop Visit	TBC

#### Brief damage description is as follows:

- Forward fuselage lower belly skin, rear of NLG bay, deformed / buckled / creased.
- NLG Torque box right hand side – structure deformed / buckled.
- Ridge at forward right fuselage skin joint including fastener head protrusion.
- Left wing – substantial skin bucking, compression creases, outboard rib deformations, material loss.

- Left aileron substantial abrasions and material loss.
- Outboard flap hinge fairing abrasion and material loss.
- NLG assembly – distortion, deformations. Shock strut door deformation.
- Following detailed analysis of the data obtained from the symmetry checks, Bombardier engineering confirmed the wing sustained plastic deformation ‘wing twist’ beyond acceptable limits.