

INVITATION TO BID



Textron Beechcraft T-6C+

SERIAL NO: PM-101, REGISTRATION: 2037



THIS INVITATION TO BID IS COMPRISED OF THE FOLLOWING:

TERMS AND CONDITIONS

Annex 1 - <u>Photographs</u>

Annex 2 - Technical Summary

CONTACT DETAILS

Javier Rodríguez Aviation Surveyor javier.rodriguez@mclarens.com

+52 1 55 7910 6064

BIDS CLOSE: 12:00 noon, London UK, local time (GMT) on 28 February 2024



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 expressed 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	Textron Beechcraft T-6C+:	
		Serial Number:	PM-101
		Registration No:	2037
		Build Date:	2017
		Engine:	Pratt & Whitney PT6A-68
		Serial Number:	PWV-RA1037
ii.	The Incident	The Aircraft sustained structural damage on fuselage, landing gear, powerplant, empennage and wings after runway excursion followed by ground impact and was subsequently declared a Constructive Total Loss.	

iii. Salvage

Salvage in this Invitation to Bid means the Aircraft, engine 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, expressed, 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

The Aircraft sustained severe structural damage on fuselage, landing gear, powerplant, empennage and wings after runway excursion followed by ground impact during landing at Air Force Base No. 6 Tuxtla Gutierrez, Chiapas, Mexico, on 13 January 2022.

4. INSPECTION

The Aircraft will be available for inspection at its current location at Air Force Base No. 6 Tuxtla Gutierrez, Chiapas, Mexico, subject to prior arrangement with Javier Rodríguez, email javier.rodriguez@mclarens.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.

Electronic records are available for viewing by clicking the link here.

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 Air Force Base No. 6 Tuxtla Gutierrez, Chiapas, Mexico, 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.

For the avoidance of doubt, all costs and expenses howsoever arising out of the existence, removal, storage, export, import or sale of the Salvage 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 noon, London UK, local time (GMT) on 28 February 2024. All bids must be submitted online at <u>https://www.mclarens.com/auctions/</u>.



7. SALVAGE BID – NO DEPOSIT AT BID STAGE

Bids must be made in United States Dollars – there is <u>NO</u> deposit required at the bid stage. However, a 20% deposit will be required from the winning 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 winning 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 Sale and Purchase Agreement will be provided to successful bidder.

Bids include local VAT.

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:

- 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 any time, 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
- vii. 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.



ANNEX 1

PHOTOGRAPHS



Aircraft looking at LH side



Aircraft looking forward from tail





Aircraft looking at RH side



Aircraft powerplant – LH side



Aircraft powerplant – RH side





Empennage



Aircraft Aft fuselage - LH side



Aircraft Aft fuselage - RH side





RH outbd wing



LH outbd wing



Cockpit



ANNEX 2

TECHNICAL SUMMARY

AIRCRAFT SALVAGE DATA

Aircraft Salvage				
Manufacturer	Textron Beechcraft			
Type and Model	T-6C+			
Registration	2037			
Manufacturer's Serial Number	PM-101			
Time Since New	710:24 hours			
Cycles Since New	1,214 cycles			

Engine Salvage

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Manufacturer	Pratt & Whitney
Type and Model	PT6 A-68
Manufacturer's Serial Number	PWV-RA 1037
Time Since New	710:24 hours
Cycles Since New	1,214 cycles
Time Since Last Shop Visit	First Run
Cycles Since Last Shop Visit	First Run

Brief damage description is as follows:

Powerplant

- The propeller has experienced significant damage presumably due to a sudden strike of the ground.
- As a result of the sudden prop strike the engine should be inspected and overhauled.
- The cowl structure seems be buckled and broken in multiple locations.
- Upper cowling, lower cowling and cowling frames all have suffered significant damage.

Fuselage

- Complete separation of the aft fuselage at frame #6.
- Damage of multiple adjacent frames, all the stringers at cross section and multiple pieces of fuselage skin.
- Forward fuselage shows wrinkling on the RH side.
- Buckling of underlying fuselage structure including stringers and the lower longeron.
- Multiple locations of lesser damage to the fuselage.

Wing

- Spigot fitting is mislocated from its attachment point in the fuselage.
- The aft and forward wing attach fittings are severely damaged.
- The outboard wings and flight controls suffered extensive damage.
- Significant damage to aileron and flap flight controls, wing skins multiple spars and several ribs.



Empennage

- The empennage damage limited to the horizontal tail and elevator.
- Horizontal tail with localized buckling near right end.
- Elevator with significant buckling.

Landing Gear

- The main landing gear suffered significant damage.
- Between main landing gears there is shearing of components and apparent twisting failure of attachment structure to the wing.

Invitation to Bid AME.170500 11 January 2024