

WEAVER BROS. AUCTIONS LTD.

TERMS OF SALE

1. Weaver Bros. Auctions Ltd. has put forth every effort, in preparing the advertising for this auction, to provide accurate descriptions of all items. All property is sold "as-is" and it is the Bidder's responsibility to determine the exact condition of each item. All articles of merchandise are offered "as is and where is" in units of measure as announced at the time of sale.
2. To Register for this event, bidders are required to provide Weaver Bros. Auctions Ltd. with:
 - A valid credit card # and expiry date for purchases under \$10,000.00.
 - A valid credit card # and expiry date for purchases over \$10,000.00 along with a Bank Letter of Guarantee.
3. To enable customers to participate in our auctions on the internet without the travel expense and lost time, **Buyers will pay an additional fee equal to 3% of the purchase price (up to a maximum of \$500.00/item) when buying items on-line. Buyer will pay an additional fee of 2% of the purchase price when buying Real Estate on-line.** There is no fee to register, watch, and listen or to bid. These fees apply only to Internet Buyers. Taxes on fees are applicable to all Buyers. No charges or fees apply to unsuccessful Bidders.
4. The Auctioneer may state the year of manufacture of certain equipment, however it is the responsibility of the Buyer to ascertain, by his own means the correctness of year and model prior to bidding.
5. The Auctioneer reserves the right to group, modify, increase, diminish or delete lots at his sole and absolute discretion.
6. If for any reason whatsoever the Auctioneer fails to deliver an awarded lot, the Auctioneer's sole liability shall be the return of any deposit or monies paid for such non-delivered lot; this does not include lost or stolen items.
7. All rights, privileges and powers reserved or granted to the Auctioneer in these Terms of Sale shall be deemed reserved and granted to Auctioneer's employees, advertising representatives, and all owners for whom the lots are being sold.
8. All Bidders must provide their name, address, phone number, and e-mail address at which they can be contacted. This is to insure good communication between Weaver Bros. Auctions Ltd. and the bidder throughout any transactions.
9. Purchases become the responsibility of and shall be and remain at the risk of the purchaser immediately upon acceptance of his bid. It shall be the responsibility of the purchaser to insure his purchases immediately.
10. The Auctioneer has the sole discretion to advance the bidding and may reject a nominal advance, should it, in his estimation, prove injurious to the auction. The auctioneer shall be the final judge in all bidding disputes and shall name which Bidder is the purchaser.
11. All sales are final. Acceptance of a final bid by the Auctioneer constitutes a legal, binding sales contract, pursuant to the terms and conditions stated. Auctioned items are purchased "as is" with no return option.

12. The auction company reserves the right to refusal (approval to bid) anyone deemed to be a potential detriment to the conduct of the auction. Auctioneers reserve the right to refuse issuing a bidding card. Auctioneers make no guarantees or warranties, expressed or implied, of any kind. This posting is only a guide; please inspect equipment.
13. All announcements made the day of auction take precedence over any and all printed or verbal statements.
14. The Buyer hereby agrees to indemnify and hold harmless Weaver Bros. Auctions Ltd., and the Seller, against any and all liability, loss, costs, damages, and other expenses arising from the loading out of equipment by Weaver Bros. Auctions Ltd. on the Buyers behalf.

Payments & Removal

Payment of the purchase price, plus applicable taxes and other charges, must be made following notification of the successful bid.

All payments must be made in Canadian funds by Visa, MasterCard, certified cheque or bank wire transfer. **Be aware that there is an additional 3% administration fee for credit card transactions.** No purchases may be removed until paid in full including all applicable taxes and fees.

The Purchaser of a lot shall make payments as follows:

- (i) Lots under \$10,000.00 - the full amount must be paid on the date of the auction.
- (ii) Lots over \$10,000.00 - 25% must be paid on the date of the auction and the remainder paid within 3 days after the completion of the auction.

You agree to pay interest on overdue accounts at a rate of 2% per month, together with any legal or collection costs incurred by Weaver Bros. Auctions Ltd.

All lots must be removed within the time announced or posted at the sale at Buyer's sole cost and risk, and only in a manner approved by the Auctioneer. If for any reason, the Buyer fails to remove any lots within the time specified, the lots shall be deemed abandoned and the Auctioneer may re-sale or remove from the auction site and/or store the said lots at Buyer's sole risk and expense. In addition, the Buyer shall be liable for any rent incurred or damages suffered by the Auctioneer because of the Buyer's failure to timely remove any lot.

If you agree to the terms and conditions above, you may register for this event. Registering for this event means you agree to Weaver Bros. Auctions Ltd. Terms of Sale for this auction.

Be Aware...

Our on-line auctions move quickly. If you are interested in an item, bid quickly. If you are a successful bidder for an item in the auction, you will be notified by e-mail. Register early to assure your approval for bidding at the auction.

All property is sold "AS IS", and ALL SALES ARE FINAL. Property is open to thorough public inspection. It is the Bidder's responsibility to determine condition, age, genuineness, value or any other determinative factor. Weaver Bros. Auctions Ltd. may attempt to describe the merchandise in advertising, on the Internet and at the auction but makes no representations. In

no event shall Weaver Bros. Auctions Ltd. be held responsible for having made or implied any warranty of merchantability or fitness for a particular purpose. Bidder shall be the sole judge of value.

Weaver Bros. Auctions Ltd. is providing Internet pre-auction and live bidding as a service to the Bidder. Bidder acknowledges and understands that this service may or may not function correctly the day of the auction. Under no circumstances shall a Bidder have any kind of claim against Weaver Bros. Auctions Ltd. or anyone else if the Internet service fails to work correctly before or during the live auction. Weaver Bros. Auctions Ltd. will not be responsible for any missed bids from any source. Internet Bidders who desire to make certain their bid is acknowledged should use the proxy-bidding feature and leave their maximum bid 24 hours before the auction begins.

Notice to U.S. Buyers

United States purchasers are required to pay in Canadian funds by wire transfer from their banks. Goods that are exported from Canada by a third-party carrier with appropriate documentation are exempt from Goods and Services tax.

Notice Regarding U.S. Information

Most United States manufactured equipment returns to the U.S. duty free. The importation of certain diesel engines (or equipment with diesel engines) is prohibited unless the diesel engine is covered by a U.S. EPA certificate of conformity. Some equipment may require modifications to meet U.S. import and safety regulations. To avoid potential problems, please contact your customs broker.

Registration and Titles

All registrations and titles will be mailed seven (7) banking days after the payment is received.

