

# AUTOMOTIVE DIVISION TERMS & CONDITIONS

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1. The buyer and seller agree that Osman Auction Inc. is acting strictly as the contracted agent between the buyer and seller. Should any problems or differences arise the buyer and seller agree to deal directly with each other and under no circumstances shall either the buyer or seller take action against Osman Auction Inc. The auctioneer reserves the right to revoke any bid number issued to any bidder for any breach, misrepresentation, misconduct or any verbal abuse by any means of communication performed by the bidder or guest of bidder at the auction site.

2. The auctioneer reserves the right to accept or reject any bid and in the case of dispute the auctioneer's decision shall be final.

3. All goods are sold on an "as is where is basis" no warranty exists implied or otherwise in relation to any item(s) and/or good(s) offered for sale unless otherwise announced by the auctioneer at the auction sale. Descriptions provided are a guide only and "do not constitute a warranty or guarantee actual or implied".

4. a) The auction company is not liable for any mechanical defects found on any vehicle or vehicles purchased. All goods are available for inspection prior to the commencement of any scheduled auction and during each scheduled sale. Each purchaser shall be held responsible to satisfy themselves as to the identity, authenticity and condition of item(s) and/or good(s) bid on and shall not be permitted to make any objection after they have subsequently bid on and purchased item(s) and/or good(s) on any grounds whatsoever. Please inspect all item(s) and/or good(s) before bidding, the auction company does not guarantee the year, odometer and or hour reading of any item(s) and/or good(s) offered for sale b) The consignments accepted by the auctioneer and offered by public auction to prospective purchasers on all public vehicle auction sale(s) may be subject to a reserve price placed by the consignor (seller). These item(s) and/or good(s) may be subject to a conditional sale. Upon the acceptance of a bid by the consignor (seller), the purchaser agrees that the sale is final and will be subject to all terms and conditions set out in this agreement. c) Vehicles offered on an unreserved basis are sold to the highest bidder. If item(s) and/or good(s) are offered on an unreserved basis and purchasers do not offer any bids on item(s) and/or good(s) the auctioneer shall with hold the item(s) and/or good(s) until the next auction sale.

5. a) The federal governments goods and services tax of 5% will be charged on all item(s) and/or good(s) sold and will be remitted to the federal government, under current federal regulation governing the goods and services tax. b) A bidder registration deposit of \$500.00 may be required from all individuals prior to a bid number being issued. A minimum deposit of five hundred (\$500.00) dollars or 10%, whichever is greater is required on sale day on any or all

item(s) and/or good(s) purchased. Deposits are payable by direct debit, cash, visa, MasterCard. Visa and MasterCard accepted to a maximum of 10% ten percent of the purchase price or five hundred (\$500.00) dollars whichever is greater for deposit purposes only. Bidder registration deposit(s) will be automatically applied to any purchase made and may be forfeited for any breach or any non-observance by the registered bidder. c) For purchaser's protection a buyer's fee is charged on every vehicle sold guaranteeing that the vehicle is free and clear of all liens and/or encumbrances. A schedule of purchaser's buyer's fee(s) is posted in the auction hand outs and in the office. Please be conscience of the buyer's fee(s) and factor them into your bidding.

**BUYER'S FEES PLUS GST ARE APPLICABLE ON ALL AUCTION PURCHASES:**

\$100.00-\$475.00.....	\$65.00
\$500.00-\$975.00.....	\$90.00
\$1000.00-\$1975.00.....	\$115.00
\$2000.00-\$2975.00.....	\$165.00
\$3000.00-\$4975.00.....	\$265.00
\$5000.00-\$7975.00.....	\$290.00
\$8000.00-\$9975.00.....	\$315.00
\$10,000.00-\$12,975.00.....	\$340.00
\$13,000.00-\$14,795.00.....	\$365.00
\$15,000.00-\$17,975.00.....	\$390.00
\$18,000.00 & ABOVE.....	\$415.00

**ALL REPOSSESSIONS, UNRESERVED FLEET, LEASE RETURNS & RECREATIONAL LOTS THE BUYERS FEE IS \$30 HIGHER THAN THE BASE RATE FOR EACH VEHICLE PURCHASED**

**6. a)** Payment in full must be made for all item(s) and/or good(s) purchased by the conclusion of the next banking day and/or business day from the date of the auction sale before "any" item(s) and/or good(s) are to be removed from the auction premise by the purchaser. **b)** Ownership and/or title to item(s) and/or good(s) remain with Osman Auction Inc. as agent and "do not" transfer to the purchaser until any or all item(s) and/or good(s) are paid in full by the purchaser and their method of payment is honored by their bank and or financial institution. Once any item(s) and/or good(s) are purchased they become the sole responsibility of the purchaser.

**7. a)** Purchase(s) must be paid by cash, interact, bank draft, certified funds or electronic wire transfer to the auction company trust account. Personal and company cheque's are accepted on established accounts only. Direct third (3rd) party cheque(s) directly deposited into Osman Auction Inc trust account may delay the release of the items purchased up to ten (10) business days. **b)** If the purchasers cheque is accepted by the auctioneer upon pleadings, then the purchaser assigns Osman Auction Inc. or their nominee a general security interest in the

vehicle(s) subject of the sale agreement and you will authorize Osman Auction Inc. to register the general security interest at the personal property registry in any province in Canada in which the vehicle is located. This general security agreement shall be for the full amount of the purchase price (or unpaid balance) plus legal fees on a solicitor and his own client basis for collection of any unpaid amount of the purchase price and such registration shall be in effect until discharge by Osman Auction Inc. or order of any court having jurisdiction in that province. It is further understood that the title to the vehicle(s) or other chattel shall and does not pass to the purchaser until the purchase price has been paid in full. It is agreed and understood that paid in full only happens when Osman Auction Inc. has received the full purchase price funds from the purchaser and those funds have been fully negotiated by the issuer's bank or other financial institution with the funds being received unconditionally by Osman Auction Inc. c) In the event of default of the purchase price, the purchaser authorize Osman Auction Inc. to take immediate possession of the subject vehicle(s) without notice and without further court order and to hold the vehicle(s) until either payment is made or until order of any court having jurisdiction in that locale.

**8. a)** The liability of the auction company is limited to the sale price of the item(s) and/or good(s). This liability shall be reduced on account of depreciation by 10% of the gross sale price on the first (1st) of each month following the sale date and expires ten (10) months from purchase date. **b)** All items are available for pickup (delivery) to the purchaser during posted business hours on the day of purchase and regular business hours after the day of purchase. Purchasers must be willing to wait on a first come first serve basis. The purchaser is obligated to receive and take possession (delivery) of all their goods purchased at the auctioneer's place of business.

**9.** If the purchaser fails to complete their purchase and/or purchases the bidder registration deposit will be forfeited to the auctioneer and the purchaser will be liable to the auctioneer and seller to sue for and collect 30% (thirty percent) of the selling price of the purchase or purchases.

**10.** item(s) and/or good(s) purchased and paid for but not removed from the auctioneers premises within (5) five business days from date of purchase may, at the auction company's discretion be subject to a storage fee of twenty five (\$25.00) dollars a day, any item(s) and/or good(s) stored after thirty (30) days, may at the option of the auctioneer, be resold and storage charges deducted from sale proceeds.

**11.** Osman Auction Inc is not responsible for any injury occurred on these premises as there are vehicles and equipment in constant motion in this yard. Please yield to all drivers and operators while on our premises. Children twelve or under in age are not permitted in the auction yard.

**12.** The bidder consents to Osman Auction Inc. using the information provided in the bidder

registration agreement for internal statistical and external marketing purposes. Any and all information will be retained and used in accordance with the company's privacy statement.

13. By signing your purchaser bidder registration you have accepted and will hold yourself responsible for all the terms and conditions contained in this bidder registration form. Please be aware that there are additional notices to bidders posted in this bidders bid book or auction handout that will require your direct attention. Please make yourself aware of all notices to avoid any potential misunderstandings.

BY SIGNING YOUR PURCHASER REGISTRATION YOU HAVE ACCEPTED AND WILL HOLD YOURSELF RESPONSIBLE FOR ALL THE TERM'S AND CONDITIONS CONTAINED IN THIS REGISTRATION.

## **INDUSTRIAL TERMS AND CONDITIONS**

1. The buyer and seller agree that Osman Auction Inc. is acting strictly as the contracted agent between the buyer and seller. Should any problems or differences arise the buyer and seller agree to deal directly with each other and under no circumstances shall either the buyer or seller take action against Osman Auction Inc.

2. The auctioneer reserves the right to accept or reject any bid and in the case of dispute the auctioneer's decision shall be final. The auctioneer reserves the right to revoke any bid number issued to any bidder for any breach, misrepresentation, misconduct or any verbal abuse by any means of communication performed by the bidder or guest of bidder at the auction site.

**3. All goods are sold on an "as is where is basis" no warranty exists implied or otherwise in relation to any item(s) and/or good(s) offered for sale unless otherwise announced by the auctioneer at the auction sale. Descriptions provided are a guide only and "do not constitute a warranty or guarantee actual or implied".**

4. a) The auction company is not liable for any mechanical defects found on any item or items purchased. All goods are available for inspection prior to the commencement of any scheduled auction and during each scheduled sale. Each purchaser shall be held responsible to satisfy themselves as to the identity, authenticity and condition of item(s) and/or good(s) bid on and shall not be permitted to make any objection after they have subsequently bid on and purchased item(s) and/or good(s) on any grounds whatsoever. Please inspect all item(s) and/or good(s) before bidding, "the auction company does not guarantee the year, odometer and or hour reading of any item (s) and/or good (s) offered for sale". b) All items, offered for sale on any public unreserved tool auction or industrial auction sale are sold on a unreserved basis to the highest bidder, unless otherwise stated in the bid book or by the auctioneer. The auctioneer reserves the right

to sell items in group lots. It is illegal and a contravention of the fair trading act for any individual owner or agent of the owner to bid on any items consigned on behalf of same in the auction sale.

5. a) The federal government's goods and services tax of 5 % will be charged on the total all item(s) and/or good(s) sold and will be remitted to the federal government, under current federal regulation governing the goods and services tax. b) A bidder registration deposit of \$500.00 may be required prior to a bid number being issued. A minimum deposit of five hundred (\$500.00) dollars or 10%, whichever is greater is required on sale day on any or all item(s) and/or good(s) purchased. Deposits are payable by direct debit, cash, visa, MasterCard. Visa and MasterCard accepted to a maximum of 10% ten percent of the purchase price or five hundred (\$500.00) dollars whichever is greater. Bidder registration deposit(s) will be automatically applied to any purchase made and may be forfeited for any breach or any non-observance made by the registered bidder. c) **A 10% handling fee plus g.s.t. is applicable on all industrial lots to a maximum of \$500.00. Please be conscience of the handling fee(s) and factor them into your bidding.**

6. Payment in full must be made for all item(s) and/or good(s) purchased by the conclusion of the next banking day and/or business day from the date of the auction sale. All items must be paid in full before "any" item(s) and/or good(s) are to be removed from the auction premise by the purchaser. Ownership and/or title to item(s) and/or good(s) remain with Osman Auction Inc. as agent and "do not" transfer to the purchaser until any or all item (s) and/or good(s) are paid in full by the purchaser and their method of payment is honored by their bank and or financial institution. Once any item(s) and/or good(s) are purchased they become the sole responsibility of the purchaser.

7. All purchase payments are to be made by bank wire transfer into the auction companies trust account no later than 2 business days from the auction date and or invoice date. c) USA purchasers will enjoy an exchange rate at par of the day of the auction. d) All Canadian purchases are subject to the purchase price and the Canadian federal government 5.0% GST e) USA purchasers are exempt from paying the Canadian federal government GST if they provide a bill of lading for shipping direct point to point to their USA place of business. f) The auction company does not warrant compliance of any item to USA or state regulatory standards, please use the serial numbers provided to check with a USA customs broker to ensure regulatory compliance of any item desired for purchase prior to the auction sale. g) The auction company is providing the contracted services of OnLine Ringman as a convenience to prospective purchasers and in no way is this to be considered an exceptional right, any disruption in the broadband network and or phone lines that may disrupt the internet bidding service will not be held against the auction company or OnLine Ringman. There is a potential risk of bids being missed due to system lags or human error that can happen in real time and you acknowledge this risk and agree that the auction company will not be held liable in any fashion what so ever.

8. a) Purchase(s) must be paid by cash, interact, bank draft, certified funds or electronic wire transfer to the auction company trust account. Personal and company cheque's are accepted on established accounts only. A cheque will be accepted if the purchaser provides an "irrevocable letter of credit" from their bank with corresponding account numbers from which the cheque is to be drawn on b) Purchasers give Osman Auction

Inc. or their nominee a general security interest in the items or good(s) subject of the sale agreement and they authorize Osman Auction Inc. to register the general security interest at the personal property registry in any province in Canada in which the items or good(s) is or may be located. This general security agreement shall be for the full amount of the purchase price plus legal fees on a solicitor and his own client basis for collection of any unpaid amount of the purchase price and such registration shall be in effect until discharge by Osman Auction Inc. or order of any court having jurisdiction in that province. It is further understood that the title to the items or good(s) or other chattel shall and does not pass until the purchase price has been paid in full. It is agreed that the paid in full only happens when Osman Auction Inc. has received the full purchase price funds from the purchaser and those funds have been fully negotiated by the issuer's bank or other financial institution with the funds being received unconditionally by Osman Auction Inc. c) in the event of default of the purchase price, the purchaser shall authorize Osman Auction Inc. to take immediate possession of the subject items or good(s) without notice and without further court order and to hold the items or good(s) until either payment is made or until order of any court having jurisdiction in that locale. The liability of the auction company is limited to the sale price of the item(s) and/or good(s). This liability shall be reduced on account of depreciation by 10% of the gross sale price on the first (1st) of each month following the sale date and expires ten (10) months from purchase date. d) All items are available for pickup (delivery) to the purchaser during posted business hours on the day of purchase and regular business hours after the day of purchase. Purchasers must be willing to wait on a first come first serve basis. The purchaser is obligated to receive and take possession (delivery) of all their goods purchased at the auctioneer's place of business

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