

**BK SuperAuction 2015 – Spring Farm Auction May 2, 2015**  
**Terms and Conditions**

1. All potential Purchasers must register at the Auction Office.
2. The highest bidder will be the Purchaser and no bidder shall retract their bid(s). All sales are final.
3. Any dispute arising as to any bidding will be determined by the Auctioneer at his/her sole discretion and, at the Auctioneers' discretion, the Auctioneer may immediately put the lot in dispute up for sale again.
4. The Auctioneers reserve the right to refuse any applicant a bidding card for the privilege of bidding by number at the auction sale and/or revoke such privilege at any time.
5. Purchases become the responsibility of the Purchaser upon award of the bid. It shall be the responsibility of the Purchaser to insure their purchases immediately; as such purchases remain at the sole risk of the Purchaser.
6. For any of the large catalogued lots that can't be paid in full on day of sale, the purchaser must pay 10% of the purchase price. The balance is to be paid as specified in Section 7 unless other arrangements have been made with Auction Management.
7. Complete settlement of all purchases is to be made by the Monday following the auction at 6pm. All settlements are to be made by Cash, Certified Cheque, Bank Draft, Visa, MasterCard or Debit. All Credit Card payments must be made in person and the card holder must be present. Charges will apply to use this service.
8. The Purchaser agrees to pay, in addition to the purchase price of the item(s), buyers premiums and all government taxes that are announced or posted by the Auctioneers for this particular auction sale. Such notification of applicable taxes will be made at the commencement of the sale, as part of the catalogue for this particular sale, by posted notice on the auction site and/or any combination of the aforementioned as the Auctioneers see fit.
  - a) Buyers Premiums:
    - 7% on all on site bids for catalogued items
    - 10% non-catalogued items
    - 10% on all online items
9. The Purchaser will not be entitled to start, run, move or take possession of any of the said lot(s) purchased until the total purchase price of all the lot(s) have been fully paid. In the event that the Purchaser fails to pay the full purchase price for any lot(s) within the prescribed time, or fails to comply with any of the 'Terms of Sale', the purchaser will be sent to collections and/or small claims court. All costs incurred by the auction in the above mentioned process will be billed directly to the purchaser.
10. All costs and the responsibility of removal will be borne by the Purchaser. The Purchaser, if asking the Auctioneers to assist in the removal of any item(s) will indemnify and hold the Auctioneers and/or their staff harmless from any resulting loss or damage to the item(s) being removed. The Purchaser will supply the Auctioneers with proof of adequate insurance before the removal of item(s) that require dismantling, rigging or hot cutting. The Purchaser agrees to indemnify and save harmless both the Seller and the Auctioneers against any damage

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caused by the acts of the Purchaser and/or their agent(s) in connection with the dismantling or removal of any lot(s).

11. All lot(s) must be removed within the time announced or posted at the sale, at the Purchaser's sole cost and risk and only in a manner approved by the Auctioneers. If the Purchaser fails to remove the lot(s) within the specified time, the lot(s) shall be deemed abandoned. The Auctioneers, at their sole discretion, may dispose of the lot(s) without notice or compensation to the Purchaser.
12. No sale shall be invalidated by reason of any defect or inaccuracy in any of the lot(s) by reason of their being incorrectly described in the catalogue and no liability shall be borne by the Auctioneers in respect of any such faults or errors. Catalogues have been prepared only as a guide and by making their bid(s), the Purchaser shall be deemed to have inspected the equipment fully and to their entire satisfaction. In particular, the Auctioneers make no representation that any year of manufacture, odometer or hour meter attached to any particular lot(s) may indicate, with any degree of accuracy, the year, actual distances travelled or hours used.
13. Except as herein set out, there shall be no guarantees or warranties expressed or implied, statutory or otherwise of any nature whatsoever. Each and every item is sold on the condition that it may not be fit for use and that certain repairs may be needed to be done by the Purchaser (at the Purchaser's expense) to make the item(s) usable or roadworthy. Specifically, but not to restrict the generality of the foregoing, the Auctioneers make no representation that any of the lot(s), the subject of the auction:
  - a) conform to any safety or pollution standard or to any other standard or requirement of any applicable authority, law or regulation, or
  - b) are for any particular usage, or
  - c) are merchantable or financeable, or
  - d) are of any particular age, year of manufacture, make, model or condition.
14. Title and vehicle registrations will be delivered to the Purchaser within (14) banking days of the termination of the auction sale upon payment of the full purchase price set out above in clause 7.
15. The Purchaser shall be deemed to have inspected the lot(s) to their full satisfaction before making their bid(s).
16. These 'Terms of Sale' may not be amended except by agreement in writing signed by the Auctioneers and the respective Purchaser.
17. The Purchaser and/or their agent(s) or representative(s) acknowledges that an auction site is a potentially dangerous place. Flammable, noxious, corrosive and pressurized substances may be

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present. Heavy equipment is being operated and electrical circuits may be live. Every person at the auction site, before, during and after the auction sale shall be deemed to be there at their own risk with notice of the condition of the premises, the activities on the premises and the conduct of third parties. No person shall have any claim against the Auctioneers, their agents, employees or principals for any injuries sustained nor for damages to or loss of property which may occur from any cause whatsoever.

18. For all or any items that are purchased and cannot be removed on day of sale, pick up times must be arranged with Auction Management on the day of sale.

19. Any stipulation, promise or guarantee made between the buyer and seller must appear in writing on the contract before it becomes part of the transaction. The auction assumes no responsibility for verbal commitments.

20. NO LOT is allowed to leave the auction premises without full payment and a valid release slip.

21. You cannot bid on your own lot(s). Any person caught “price boosting” or “shilling” on their own lot(s) will be asked to leave the auction and will lose all auction privileges.

22. Anyone caught tampering with or removing parts from any lot(s) in the auction will be permanently banned from the auction premises and charged by the police.

23. In any instance where a webcast auction is involved, the auction may be postponed during any technical difficulties with the internet service to the auction, at the discretion of BK SuperAuction management or Auctioneer Don Reinhart.

24. Selected consignment might be subject to reserve pricing. In the event that an item does not sell on the auction block, it is no longer for sale on auction day.

25. BK SuperAuction, Don Reinhart and Mike & Mary Henry will not be held responsible for any accidents, loss or damage in conjunction with this sale.