

## **WORKINGMAN CAPITAL CORP. ONLINE WEBCAST INSTRUCTIONS & TERMS AND CONDITIONS**

**THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

All bidders and other persons attending or participating in auction sales acknowledge and agree that they have read and have full knowledge of these Instructions & Terms and Conditions (the "Terms and Conditions") and agree to be legally bound by them.

If there are any questions about any of the Terms and Conditions, please ask Workingman Capital Corp. (the "Auctioneer") for clarification prior to the start of the auction. The catalogue provided for the auction is meant merely as a guide. The Auctioneer does not warrant the genuineness, accuracy or count of any Merchandise described herein. Please ensure you have inspected the Merchandise prior to bidding and purchase during the prescribed inspection period.

### **Registration**

Registered bidders are legally responsible for all their purchases. Registering and bidding for other parties and/or as an agent is not permitted. Anyone registering as a bidder must do so with their own name, phone number, e-mail address, legal address and or complete business contact information as applicable. To register, log in to the online bidding platform and search for the auction you wish to participate in. Once you locate the auction, click the "sign up" button. If you have registered as a bidder with the online bidding platform in the past, enter your existing username and password. In the event you have never used the online bidding platform, click on the "register" button. Enter the required contact information and choose a username and password and submit form. You will receive an e-mail confirmation of your registration for the auction with your bidder paddle number. You will also receive an approval email from the auction house once approved. On the date of the auction, log in to the online bidding platform with your username and password. You will be able to view a photo of each lot of Merchandise while listening to the live audio (if available). Bidders are recommended to register at least forty-eight (48) hours prior to the sale to ensure timely approval. The Auctioneer reserves the right to refuse any applicant or revoke any approved applicant at any time in its sole discretion.

### **Payment**

Invoices must be paid in full before 5:00 PM within one (1) business day after the auction. Payments must be made payable to the Auctioneer, by certified funds in the form of: wire transfer, certified cheque, cash or Interac E-transfer Auto Deposit. Credit cards are not accepted. Merchandise will only be released once the invoice is fully paid. A buyer's premium of 18% for all bidders will be applied to your invoice in addition to the sales price. The buyer's premium may be subject to change. Always refer to the individual terms for each of our auctions. Failure to make timely payments will result in penalties, including potential legal action.

### **Taxes**

Invoices will include all applicable taxes, which are in addition to the purchase price and must be paid by purchaser. If a purchaser is exempt for any reason, the purchaser must furnish a tax exemption certificate in advance of its purchase, otherwise taxes must be paid.

### **Removal**

The purchaser is responsible for the costs associated with the safe removal of purchased Merchandise according to the terms and conditions herein or as specified, even when an exclusive machinery mover may be engaged. Payment in full is required prior to any purchased Merchandise being touched or prepared for removal. A paid invoice is required to be presented to site staff as evidence of payment. Each auction will have specific information relative to the times of removal. All Merchandise must be removed from the premises by the specified time and date. If applicable, purchased Merchandise must be safely and properly disconnected from electrical, gas, water, and/or air lines conforming to all safety and professional codes. Any floor bolts must be sheared flush to the floor. Safety barriers must be erected around existing pits or holes in the floor. Any existing holes in roof, walls, or floor must be properly and safely capped with appropriate material and weather sealant. Any property damage caused by removal of purchased Merchandise must be repaired to the seller's satisfaction. Any machine oils or other materials in Merchandise purchased are the responsibility of the purchaser and must be removed from the premises. All Merchandise remaining at the premises after the specified time will be considered abandoned,

and purchaser will be responsible for any costs of removal. No claims are permitted for Merchandise not removed before the specified date and time for removal. No claims are permitted for damaged or missing Merchandise once removed from the auction site. No Merchandise are to be removed during the auction. Time is of the essence, and the work area must be left in a clean condition with no debris remaining. If machinery movers are required to remove purchased Merchandise, the machinery movers must abide by these Terms and Conditions, including adherence to all insurance and workplace safety requirements. All machinery movers must be approved by the Auctioneer. If exclusive machinery movers are engaged as part of the auction, and if rigging fees are invoiced by Auctioneer, the buyer remains responsible for coordinating directly with the exclusive rigger to remove purchased Merchandise according to these terms and conditions. Exclusive rigging fees, if applied, does not include additional special request or transportation. Removal must be conducted safely under the supervision of the Auctioneer's staff, and any unsafe removal work will be stopped at the purchaser's sole expense. Purchasers are not permitted to re-sell any items purchased from the auction site, and are not permitted to invite any potential buyers to the auction site. Only auction Purchasers and designated machinery movers are permitted on auction Premises. Purchasers are responsible for adhering to all applicable laws and safety regulations and ensuring no damages occur to the premises, any non-purchased Merchandise or any person during the removal process.

#### **Compliance with terms of sale**

If invoices are not paid in full within the time specified, the Auctioneer, in addition to all other remedies permissible by law, may retain all monies received as a deposit or otherwise, as liquidated damages. Merchandise not paid for and removed within the specified time permitted may be resold at public or private sale without further notice to the defaulting purchaser, and any deficiency, together with all expenses and charges of resale including legal fees, will be charged to the defaulting purchaser. Purchasers are not permitted to assign, transfer or dispose of their rights, if any, in any Merchandise purchased before the entire invoice has been paid in full.

#### **Liability**

Removal shall be at the expense, risk and liability of the purchaser, even if an exclusive machinery mover is engaged. In no event shall the Auctioneer or the seller be responsible for Merchandise not removed within the specified time. For any Merchandise purchased, but not paid for and removed within the specified time, Auctioneer shall have the option to remove and store or dispose of the Merchandise at the sole expense and risk of the purchaser. A certificate of insurance and workplace safety documentation are required for all machinery movers and must be presented to Auctioneer at the auction site, and accepted by the Auctioneer, prior to any work commencing. Purchaser should provide a copy of these Terms and Conditions to its machinery mover. If a purchaser intends to do their own rigging and use a powered vehicle in the process, purchaser must provide a certificate of insurance to the Auctioneer. The certificate shall name Auctioneer as an additional insured on the policy and any other third-party as an additional insured as may be required by Auctioneer. General liability coverage shall be, unless otherwise specified, in the amount of \$1,000,000 per each occurrence and \$2,000,000 aggregate and, when applicable, business auto for \$1,000,000 combined single limit. Contact Auctioneer for insurance requirements for the specific auction. If purchaser can move purchased Merchandise by hand or with a non-powered item, such as a cart, purchaser does not need to present Auctioneer with a certificate of insurance. Auctioneer is not permitted to move purchased Merchandise.

#### **Titled Assets**

Once full payment has been received and cleared, titles relative to titled Merchandise purchased will be provided on site or mailed to the purchaser's address as such documents are available. Title and risk of loss passes to purchaser upon the full payment.

#### **Condition of articles sold – As-is where-is**

ALL SALES ARE FINAL ON AN "AS IS, WHERE IS, IN PLACE, WITH ALL FAULTS" BASIS WITH NO RECOURSE TO THE AUCTIONEER. NEITHER THE AUCTIONEER NOR THE SELLER SHALL BE RESPONSIBLE FOR THE CORRECT DESCRIPTION, GENUINENESS, AUTHENTICITY OF, OR DEFECT IN ANY LOT OF MERCHANDISE, AND NEITHER THE AUCTIONEER NOR THE SELLER MAKE ANY WARRANTY OR CONDITIONS IN CONNECTION THEREWITH INCLUDING ANY CONDITION OR WARRANTY OF: (a) MERCHANTABILITY; (b) FITNESS FOR A PARTICULAR PURPOSE; (c) TITLE; OR (d) AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. No sale shall be invalidated, set aside nor allowance made on account of any incorrectness, error in cataloging, advertising, or otherwise, or any imperfection, lack of software, or deficiency not noted. No deduction is allowed on damaged Merchandise, all Merchandise being exposed for public exhibition, and sold "as is" and without recourse. Merchandise is not warranted as merchantable or fit for any particular purpose, and no claim may be made by purchaser relating to the condition or use of Merchandise purchased or for proximate or consequential damages arising therefrom. Descriptions have been prepared for guide purposes only and shall not be relied upon by the purchaser for accuracy or completeness. Purchasers are encouraged to inspect all Merchandise before bidding, as purchasers are deemed to have relied entirely upon their own inspections.

**Safety devices**

Merchandise purchased may not incorporate approved activating mechanisms, operating safety devices or safety guards, as required by OHSa, law or otherwise. It is purchaser's sole responsibility that Merchandise purchased be so equipped and safeguarded to meet OHSa standards and any other requirements before placing such Merchandise into operation.

**Indemnification**

Purchaser shall defend, hold harmless, and indemnify and hold Auctioneer and seller harmless from and against all losses, damages, claims, deficiencies, actions, judgments, settlements, interest, awards, penalties, fines, costs, liabilities, or expenses of whatever kind, including legal fees, disbursements and charges, fees and the costs of enforcing any right to indemnification under these Terms and Conditions and the cost of pursuing any insurance providers (collectively "Losses") arising out of or relating to the condition of, removal of, or use of the Merchandise purchased or failure of user to follow instructions, safe removal or transportation, warnings or recommendations of the manufacturer, or to comply with Municipal, Provincial, Federal, or any local laws applicable to such Merchandise, including OHSa requirements, and environmental protection agency requirements, or for proximate or consequential damages, costs or legal expenses arising therefrom.

Purchaser further assumes all risks of damage to persons attending during inspection, sale or removal of Merchandise, at the invitation of the purchaser, and property and specifically indemnifies, releases and holds harmless the Auctioneer and seller from liability therefore. Neither the Auctioneer nor his/her principal or agents shall be liable by reason of any defect in or condition of the premises on which the sale is held.

**Responsibility for non-delivery**

Neither the Auctioneer nor the seller, in any event, shall be liable for non-delivery or for any other matter or thing, to any purchaser of any Merchandise, other than for the return to the purchaser of the deposit or sum paid on said Merchandise, should the purchaser be entitled thereto.

**Addition to or withdrawal from sale**

The Auctioneer reserves the right to withdraw from the sale of any of the Merchandise listed, or to sell at this sale Merchandise not listed, and also reserves the right to group one or more lots or Merchandise into one or more selling lots, or to subdivide into two or more selling lots. Whenever the best interest of the seller will be served, the Auctioneer reserves the right to sell all the Merchandise listed, in bulk, or by sale prior to the auction.

**Sale by estimated weight, count or measure**

When Merchandise is sold by estimated weight, count or measure, the purchaser will be billed for and required to pay for the estimated weight, count or measure. If, upon inspection at auction site prior to removal, any shortage is deemed to exist, the purchaser shall notify the Auctioneer and will be entitled to a refund at the rate of purchase. If there is an excess or surplus, the purchaser will be required to take and pay for such excess or surplus, at the rate of purchase. If there are adjustments, all above terms and conditions remain in full force and effect.

**Dispute between bidders**

If any dispute arises between two or more bidders, the Auctioneer may decide the same or put the Merchandise up for sale again and resell to the highest bidder. The Auctioneer's decision shall be final and absolute. Auctioneer is not responsible for any delays, errors or malfunctions in any third-party auction platform utilized by the Auctioneer.

**Force Majeure**

The Auctioneer shall not be liable to purchaser for any delays or failure to perform any of its obligations under these Terms and Conditions during any period in which such performance is delayed or prevented by circumstances beyond its reasonable control including fire, flood, epidemic, pandemic, civil unrest, war, embargo, strike, riot or the intervention of any governmental authority.

**Reserve**

All Merchandise will be sold to the highest bidder conforming to the bid process. All sales shall be concluded as indicated by the Auctioneer and thereafter no purchaser may revoke his/her bid. As well, the Auctioneer reserves the right to reject any and all bids. On lots of Merchandise upon which there is a reserve, the Auctioneer or its assigned agents shall have the sole right to bid on behalf of the seller.

**Records**

The record of sale kept by the Auctioneer and bookkeeper, which may be in the form of documents, audio or video recording, will be accepted as final in the event of any dispute.

**Communication**

By registering for the auction, purchaser agrees to be contacted by the Auctioneer via email regarding updates for the auction or future auctions.

**Independent contractor**

The Auctioneer is acting as an independent contractor only and is not responsible for the acts of its principals or sellers. Nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**Governing Law**

All matters arising out of or relating to these Terms and Conditions are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of Ontario. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms and Conditions. Any proceeding pertaining to these Terms and Conditions shall be commenced in Toronto, Ontario.

**Additional terms and conditions**

The Auctioneer may add other terms and conditions of sale, such additional terms and conditions will be announced prior to the auction and also posted for the specific auction.

Thank you for participating in our auctions and for your business.

Yours truly,

Workingman Capital Corp.