# WORKINGMAN CAPITAL INC. ONLINE WEBCAST INSTRUCTIONS & TERMS AND CONDITIONS

All bidders and other persons attending or participation in auction sales agree that they have read and have full knowledge of these terms and agree to be legally bound by them.

If there are any questions about any of the terms and conditions, please ask 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 items described herein. Please ensure you have inspected the items prior to bidding and purchase during the prescribed inspection period.

**Registration**

Registered bidders are legally responsible for all of their purchases. Registering and bidding for other parties is not permitted. Anyone registering must do so with their own name, phone number and email, plus business contact information where applicable. To register, login 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 with the online bidding platform in the past, enter your username and password. if you have never used the online bidding platform, click on the ‘register’ button. Enter the required contact information and select a username and password and submit form. You will receive an email 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, login to the online bidding platform with your username and password. You will be able to view a photo of each lot while listening to the live audio (if available). Bidders are recommended to register at least 48 hours prior to the sale to ensure timely approval. Auctioneer reserves the right to refuse any applicant or revoke any approved applicant at any time.

**Payment**

Invoices must be paid in full by the day after the auction. Payments must be made payable to the auctioneer, by certified funds in the form of: wire transfer, ACH or direct deposit to the bank account indicated on the invoice. Merchandise will only be released once the invoice is fully paid. A buyer's premium of 20% for all bidders will be applied to your invoice in addition to the sales price. The buyer’s premium may change. Always refer to the individual terms for each of our auctions.

**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, otherwise taxes must be paid.

**Removal**

Payment in full is required prior to any purchased items are 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 items must be off the premises by a specific time and date. If applicable, items must be safely and properly disconnected from electrical, gas, water and or air lines, conforming to all safety and professional codes, and paid for by the purchaser. 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 must be repaired to the seller’s satisfaction. Any machine oils or other materials in items purchased are the responsibility of the purchaser and must be removed. All items remaining after the specified time will be considered abandoned, and purchaser will be responsible for any costs of removal or disposal. No claims are permitted for items not removed within the time indicated. No items 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 purchases, they must abide by all enclosed terms and conditions including providing insurance and workplace safety requirements prior to commencing work. All machinery movers must be approved by auctioneer. Removal must be conducted safely under the supervision of the auctioneer’s staff, any unsafe removal work will be stopped at the purchasers expense. In the case of exclusive rigging, Buyers acknowledge such fees only cover loading fees, and not special requests, requirements or transportation, such details may cost additional fees and must be pre-arranged by the Buyer.

**Compliance with terms of sale**

If invoices are not paid in full within the time specified, the auctioneer, in addition to all other remedies allowed by law may retain all monies received as deposit or otherwise, as liquidated damages. Lots not paid for and removed within the time allowed may be resold at public or private sale without further notice, 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 in any item 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 there is an Exclusive Rigger. Auctioneer shall not be responsible for goods not removed within the time published. For any article purchased, but not paid for and removed within the time published, Auctioneer shall have the option to remove and store or dispose of at the expense and risk of the purchaser. A certificate of insurance and workplace safety documentation is required for all machinery movers and must be presented to auctioneer at the auction site prior to work commencing. Purchaser should provide a copy of these instructions and terms and conditions to their 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. The certificate shall name additional insureds specified by auctioneer and the 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 specific auction. If purchasers can move your purchases 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 items.

**Titled Assets**

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

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

All sales are final on an "as is, where is, in place, with all faults" basis. Neither the auctioneer nor the seller shall be responsible for the correct description, genuineness, authenticity of, or defect in any lot, and makes no warranty or conditions in connection therewith. No sale shall be set invalidated, aside nor allowance made on account of any incorrectness, error in cataloging, advertising, or otherwise, or any imperfection or deficiency not noted. No deduction is allowed on damaged articles, all articles being exposed for public exhibition, and sold "as is" and without recourse. Articles are 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 articles 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 items before bidding, as purchasers are deemed to have relied entirely upon their own inspections.

**Safety devices**

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

**Indemnification**

Purchaser shall defend and indemnify and hold auctioneer and seller harmless from and against all claims and liabilities relating to the condition of, removal of, or use of the articles 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 articles, including OSHA requirements, and environmental protection agency requirements, or for proximate or consequential damages, costs or legal expenses arising therefrom.

**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 lot, other than for the return to the purchaser of the deposit or sum paid on said lot, should the purchaser be entitled thereto.

**Risk to person and property**

Persons attending during inspection, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release 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.

**Addition to or withdrawal from sale**

The auctioneer reserves the right to withdraw from sale any of the property listed, or to sell at this sale property not listed, and also reserves the right to group one or more lots 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 property listed, in bulk, or prior sale.

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

When items are 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 delivery, any shortage exists, the purchaser will receive a refund at the rate of purchase. If there is an excess, the purchaser will be required to take and pay for such excess, at the rate of purchase. Even if there are adjustments, all above terms and conditions remain in force and effect.

**Dispute between bidders**

If any dispute arises between two or more bidders, the auctioneer may decide the same or put the lot 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.

**Reserve**

All items 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 upon which there is a reserve, the auctioneer or his assigned agents, shall have the 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.

**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 Inc.