



Century Auctions
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TERMS & CONDITIONS

1. Century Services Corp. ("Century") reserves the right to amend, modify, or waive any or all of the terms and conditions upon announcement at the time of the auction. All announcements made on auction day shall take precedent over previously circulated information and documentation.
2. Upon entering the premises and before the commencement of bidding, all prospective buyers (the "Bidder") must register at the auction office with valid government issued photo identification.
3. Century reserves the right to (i) sell on behalf of third parties, its own account or on the account of others; (ii) sell subject to reserve and to bid for its own account and for the account of others, whereby written proxy has been submitted prior to sale; (iii) refuse any person for a bidding card, the privilege of bidding, or revoke such privilege at any time; and (iv) without notice withdraw any lot or consolidate any lots and offer them as a single lot.
4. No person shall bid on any lot (i) of which he/she is the owner; or (ii) on behalf of any other person who is the owner of the same.
5. Any dispute arising from any bidding shall be resolved by the auctioneer at their sole discretion.
6. Upon submitting a bid, the Bidder is deemed to have relied entirely on their own enquiries, inspection and evaluation of any lot.
7. Century has made every effort to describe correctly and completely all lots included in the auction. These descriptions are meant to be a guide only. Century does not warrant or guarantee the description to be complete, accurate or correct. No sale shall be invalidated and no liability borne by Century by reason of any defect or inaccuracy in any lot described.
8. Each lot is sold on an "AS IS, WHERE IS basis". There shall be no guarantee or warranties expressed or implied, statutory or otherwise of any nature whatsoever.
9. The auctioneer shall accept the highest bid and the highest Bidder shall be the buyer (the "Buyer"). Immediately upon acceptance of the highest bid, the Buyer cannot retract or revoke its bid and is responsible to pay the bid amount. All sales are final.
10. The following forms of payment are accepted: Cash, Debit Card, Certified Cheque/Bank Draft, Wire Transfer, and Personal Cheques (at the discretion of Century).
11. All bidding and invoicing will be in the currency announced by the auctioneer. Buyer's premium will be charged as posted in the Bid Book.
12. All applicable taxes will apply to the purchase price including good and services, provincial retail sales and federal sales taxes. Buyer is responsible for any exemptions with the applicable authority.

13. All sales under \$10,000 must be paid in full on auction day, unless otherwise specified. Century may require the Buyer to pay a deposit of 25% of the purchase price upon acceptance of the bid and the balance of the purchase price within 7 days after the auction day, unless otherwise specified. Buyer is responsible for interest on the outstanding balance, compounded monthly, from the date the amount is owing to repayment, at an interest rate of 24% per annum. Purchases may be subject to additional fees as outlined in the Bid Book.
14. Buyer is not entitled to possession of any lot until Buyer pays the entire purchase price. All payments must be made prior to a lot being released and removed from auction site and no lot is removed without presentation of the paid auction bill. Buyer may not assign, transfer or dispose of its rights in any lot before the entire purchase price is paid. Title passes upon payment of entire purchase price and Century is not responsible for any lost or stolen lot and assumes no responsibility for any damage to a lot once title passes to Buyer.
15. In the event the Buyer fails to pay the entire purchase price for any lot within the prescribed time or fails to comply with any other term or condition of sale, all deposits and any additional partial payments shall be forfeited to Century. Century shall retain a possessory lien on any and all lots of the Buyer and shall have the right to resell any lot immediately by public or private sale without notice and subject to a commission of up to a maximum of 50% of the purchase price. Any deficiency in price, arising after the resale, forfeited deposit and partial payments, and any costs, shall be paid by Buyer to Century immediately upon notice of deficiency. Forfeited deposits, partial payments, and surplus, costs and commissions paid are a good faith, reasonable and genuine pre-estimate of damages resulting from resale of any lot.
16. A lot paid in full must be removed from the auction site within the time announced or posted, unless otherwise agreed to by Century, in its sole discretion. If for any reason the Buyer fails to remove any lot within the specified time such lot shall be deemed abandoned and Century at its sole discretion may (i) resell such lot per clause 13 with any surplus in the purchase price being credited to the Buyer's account; or (ii) remove and store such lot at Buyer's sole risk and expense, including but not limited to a storage charge at \$25 per day or 2% of the purchase price per month, whichever is higher. Where storing such lot, Century may at any time exercise its right to resell.
17. All costs, responsibility and risk of removal of the lot including but not limited to dismantling, loading and moving is the Buyer's responsibility. In every case Buyer shall use prudence in effecting removal and comply with all laws and regulations. Where damage has occurred due to removal, Buyer must restore all property and lots to the state prior to damage.
18. Buyer is responsible to insure the lot immediately. The auctioneer reserves the right to require proof of adequate insurance in a reasonable amount having regard to the nature of the lot.
19. All necessary documents, which are in the possession of Century will be delivered to Buyer within 10 days from payment of the entire purchase price. Documents provided will be effective only in the province in which the auction is being conducted.
20. If for any reason whatsoever, Century is unable to effect delivery of a lot, the necessary documentation or clear title to the lot, Century's sole liability shall be the return of any monies paid and cleared for such lot after its return to Century.

21. Hazardous and/or toxic substances may be or have been contained in any or all lots. The Buyer is solely responsible for determining the nature and scope of all risk of any lot and without limitation assumes all responsibility and liability in connection with such lot.
22. All persons acknowledge that an auction site is a potentially dangerous place and is under video surveillance. Flammable, noxious, corrosive, hazardous, toxic and/or pressurized substances are present; heavy equipment is operated and electrical circuits may be live or exposed. Every person at the auction site before, during and after the auction acknowledges that they are and deemed to be at the site at their own risk with notice of the condition, the activities, and the conduct of third parties and by entering onto site consents to such conditions, activities and conduct.
23. IN NO EVENT SHALL CENTURY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOSSES, LOSS OF PRODUCT, LOSS OF REVENUE, LOSS OF PROFIT, LOSS OF BUSINESS, ECONOMIC LOSS, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, LOSS OF USE, ENVIRONMENTAL DAMAGE AFTER TRANSFER OF TITLE OR CARE, CUSTODY AND CONTROL, OR ANTICIPATED SAVINGS ON COSTS OR EXPENSES, REGARDLESS OF WHETHER SUCH CONSEQUENTIAL DAMAGES ARE CONSIDERED DIRECT, INDIRECT OR CONSEQUENTIAL WHETHER IN CONTRACT TORT, STATUTE, OR ANY OTHER LEGAL THEORY OR PRINCIPLE.
24. Bidder/Buyers agree to indemnify, defend and hold harmless Century and Century's affiliates and each of their agents, representatives, employees, principals, successors, officers, directors, consignors and assigns from and against any and all claims, demands, losses, damages, liability, cost and expenses (including solicitor-client fees) arising out of, resulting from or relating to any injuries or death or for any damages to or loss of any lot or property which may occur regardless of the cause whatsoever.

All persons participating in the auction shall be bound by the terms and conditions of sale and all Bidders/Buyers shall advise and be responsible for their agents, representatives, employees, or principals of these terms and conditions.