



Aero Marine Auction Sales Limited



5-190 Minets Pt Rd • Suite 404 • Barrie, Ontario • L4N 8J8
Phone: (705) 487-6249 • Fax: (705) 487-0930

Bidding Contract Terms & Conditions

Dated at _____ this _____ day of _____ 20____.

Location

Month

Company Name: _____ Nature of Business: _____

Name: _____ DL# : _____

First

Last

Address: _____

City

Province

Postal Code

Home #: (____) _____ Cell #: (____) _____ Fax# : (____) _____

Email: _____ Payment: Cash _____ Certified Check _____ Co. Check w/ Bank Letter _____

How were you notified about the auction? Newspaper _____ Radio _____ Internet _____ Other _____

I, the undersigned applicant for a bidding card, hereby agree, in the event that my application is accepted, to be bound and abide by the terms and conditions of this agreement as follows:

1. All terms and conditions hereof apply to all bids.
 2. All sales are final and are deemed made upon acceptance of bid.
 3. Auctioneer reserves the right to revoke any bidding card.
 4. Auctioneer reserves the right to settle disputes and to put any item up for resale.
 5. All bids require prior registration of the applicant as a bidder.
 6. Buyer acknowledges that the Auctioneer is not a principal party, but is acting as a mutual agent of the owner and of the buyer.
 7. The Buyer acknowledges that all items are sold in "as is" condition, and that there is no warranty, representation or guarantee, either express or implied, statutory or otherwise, or of any kind whatsoever, in respect of any item. Buyer acknowledges that he has inspected the item(s) and finds it (them) satisfactory.
 8. Buyer acknowledges that all catalogues, brochures, flyers, etc. provided are for information purposes only and are not to be relied upon as to the accuracy or truth of the statements, descriptions or depictions therein. Buyer acknowledges that he is responsible to determine the validity of the contents of all printed materials provided.
 9. Buyer acknowledges and agrees that the Auctioneer will not be responsible for any hidden defect.
 10. Buyer acknowledges that all items remain at the risk of the Buyer as of the time the bid is accepted. It shall be the responsibility of the Buyer to insure the item and to remove same safely from the auction site at his own cost and risk. Auctioneer shall not be responsible for any loss or damage caused by the fault of the Buyer or his agents in the course of removal of the item from the site, and the Buyer further agrees to indemnify and save harmless the Auctioneer from any claim, demand, suit, action for loss, damage or injury suffered as a result thereof.
 11. Buyer shall not remove any item from the auction site nor shall Buyer take possession of any item until payment therefore has been made in full. Payment shall be by cash or certified cheque. Ownership shall not pass to buyer until payment accepted by Auctioneer.
 12. Any item not paid for on date of sale, except where arrangements have been made with Auctioneer, nor removed from auction site at that time, may be put up for a re-auction and the proceeds therefrom credited to the Buyer herein, who shall be responsible to pay to the Auctioneer any deficiency arising from the re-auction.
 13. Buyer agrees to pay all applicable federal or provincial sales tax, in addition to the full purchase price of the item.
 14. Auctioneer will deliver transfer documents within 7 days of payment in full, or so soon thereafter as may be reasonably possible, it being a condition hereof that the provision of such documentation depends on their availability from the former owner.
 15. Buyer agrees to indemnify and save harmless the Auctioneer from any claim demand, action or suit for loss, damage or injury to a third party after the time of purchase and before title documents have been delivered to the Buyer.
- NOTICE: Inspection and/or operation of any item by bidder or his agent, servant or employee shall be done at own risk. Auctioneer is not responsible for any loss, damage or injury of any kind whatsoever or howsoever caused to any person or property on the auction site.

I hereby certify that I have read the terms and conditions, I have also read the above notice and understand it. I further agree that the Auctioneer shall bear no liability for any loss, damage or injury to me or my property occasioned while on the auction site.

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I further certify that, if my personal cheque is accepted by the Auctioneer, there is now and will remain on deposit to my credit at the bank on which the cheque is drawn, sufficient funds to meet payment of the said cheque upon presentation thereof.

Buyer's Signature

Date