



Supplemental Terms and Conditions to Bill of Sale Issued by govdeals.com

WHEREAS the Seller is the owner of the equipment described in Schedule "A" attached hereto (the "Disposal Item") and has agreed, through a transaction facilitated through GovDeals.com, with the Purchaser for the absolute sale to the Purchaser of the Disposal Item for and in consideration of the Purchase Price;

NOW THEREFORE the Seller and the Purchaser further agree as follows:

1. The Purchaser shall pay the Seller (C/O GovDeals.com) the sum indicated on the Bill of Sale issued by GovDeals.com which shall be inclusive of all applicable federal and/or provincial sales or other valued added taxes, (the "Purchase Price"), in accordance with the payment instructions listed on the GovDeals.com auction page for the Disposal Item.
2. Payment shall be received by the Seller prior to removal of the Disposal Item from the Seller's premises. The parties agree and acknowledge that title to the Disposal Item shall not pass to the Purchaser until such time as the Seller has received the Purchase Price (less applicable GovDeals.com fees) from GovDeals.com and the Disposal Item has been removed from the Seller's premises. Registered vehicles will remain on the Sellers premises, and cannot be operated by a third party, until the Seller receives confirmation of transfer of ownership and payment.
3. The Purchaser shall remove the Disposal Item from the Seller's premises as required by and under the terms and conditions of the Online Sales – Terms and Conditions, all other terms and conditions that relate to the Disposal Item on GovDeals.com, and these supplemental terms and conditions.
4. The Purchaser acknowledges that the Disposal Item is being purchased on an "as is, where is" basis completely at the Purchaser's own risk. The Seller makes no representations or warranties, express, implied, statutory or otherwise respecting the Disposal Item, including without limiting the generality of the foregoing, the Seller makes no implied warranties of merchantability, merchantable quality, durability, condition, design, quality, capacity, workmanship, operation or fitness for a particular purpose or use thereof. The Seller does not represent or warrant that the Disposal Item will meet any or all of the Purchaser's requirements.
5. Bidders may inspect the property by appointment only. Please contact **ENelson@bctransit.com** to schedule an inspection. Bidders must adhere to the inspection dates and times indicated in the item description or contact the person listed.
6. In no event will the Seller be responsible for any loss, damage or expense of any kind or nature, whether direct, indirect, incidental, special or consequential, including without limitation, damages for loss of profits or loss of use, incurred by the Purchaser or any other person, caused by or resulting from the Disposal Item or its removal, use, maintenance or possession, by the inadequacy of the Disposal Item or by any interruption of service or loss of use of the Disposal Item or for any loss of business or damage whatsoever and howsoever caused.
7. The Purchaser must indemnify and defend BC Transit and BC Transit's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense, including reasonable legal fees, that BC Transit or any of BC Transit's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:

- (a) the removal of the Disposal Item from the Seller's premises or the future use of the Disposal Item by the Purchaser or by any other person.
 - (b) any act or omission by the Purchaser or by any of the Purchaser's agents, employees, officers, directors or Subcontractors in connection with this Agreement;
 - (c) any breach of this Agreement by the Purchaser or any of the Purchaser's agents, employees, officers, directors or Subcontractors; or
 - (d) any representation or warranty of the Purchaser being or becoming untrue or incorrect.
8. By submitting a bid, the bidder agrees they have read, fully understand and accept all terms and conditions set out on the GovDeals.Com. auction site applicable to the Disposal Unit (collectively the "Terms and Conditions"), and agree to pay for and remove the property, by the dates and times specified. All such Terms and Conditions are incorporated and form part of the agreement between the parties and are binding on the parties herein provided that to the extent of any inconsistency, the terms set out in these supplemental conditions shall prevail.
9. This agreement shall be exclusively governed and construed in accordance with the laws of the Province of British Columbia, Canada therein, without regard for the conflict of laws principles that would require the application of the laws of another jurisdiction. Any and all disputes under this agreement ,whether as to interpretation, performance or otherwise for any reason whatsoever , shall be subject to the exclusive jurisdiction of the courts in the Province of British Columbia, Canada, and the parties will irrevocably attorn to the jurisdiction of the courts of British Columbia, Canada.
10. These supplemental terms and conditions and the Terms and Conditions constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings and negotiations, whether oral or written



Disposal Item

Model ST-1082-R

SN#s TM117540, TM117558, TM117541, TM117557, TM117556, TM117561