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Online Auction of Pick Up Trucks, Box Vans, Trailers & More

Online Auction

10:30am EDT on Thursday 13th May 2021

Bruce Power L.P.

3394 Bruce County Rd 20, Tiverton, Ontario, Canada, N0G2T0

Asset Locations:

3394 Bruce County Rd 20, Tiverton, Ontario, Canada, N0G2T0

Lot #	Description	Current Bid	Notes
1015	2009 CHEV EXPRESS VAN	\$1,400.00	
1021	2009 CHEV EXPRESS VAN	\$2,300.00	
1024	2010 CHEV EXPRESS VAN	\$1,900.00	
1055	2008 LOADLIFTER LABORER 4X4 FORKLIFT	\$14,500.00	
1057	TENNANT 7400 FLOOR CLEANER	\$1,500.00	
1058	SNORKEL ECONOMY SCISSOR LIFT, SL-25	\$950.00	
1060	2000 JOHN DEERE 615 GATOR	\$3,500.00	
1065	2002 HYSTER E50XM2 ELECTRIC FORKLIFT	\$1,100.00	
1069	2002 Genie Z-45/25J, 620 HOURS	\$10,500.00	
1071	LOT OF ELECTRIC PALLET JACKS	\$325.00	
1072	JLG 20MVL DRIVEABLE VERTICAL MAST LIFT	\$525.00	
1073	JLG 20MVL DRIVEABLE VERTICAL MAST LIFT	\$1,800.00	
1074	JLG 20MVL DRIVEABLE VERTICAL MAST LIFT	\$2,000.00	
1075	JLG 20MVL DRIVEABLE VERTICAL MAST LIFT	\$2,100.00	
1076	JLG 20MVL DRIVEABLE VERTICAL MAST LIFT	\$1,900.00	
1077	SKYJACK SJIII 3219 SCISSOR LIFT	\$2,100.00	
1078	SKYJACK SJ3226 SCISSOR LIFT	\$3,100.00	
1079	SKYJACK SJIII 3220 SCISSOR LIFT	\$1,700.00	
1084	1999 NAVISTAR INTERNATIONAL 9400 6X4 TRUCK	\$10,500.00	
1085	BLUE FARM WAGON TRAILER	\$725.00	
1091	1999 JEEP CHEROKEE 4-DOOR	\$1,400.00	
1093	2004 INTERNATIONAL 4300 DT466 SBA TRUCK 4X2 ROLL OFF	\$30,500.00	
1094	2005 JOHN DEERE GATOR UTILITY VEHICLE	\$3,900.00	
1097	2010 DODGE RAM 2500 HEAVY DUTY PICKUP TRUCK W/ LIFTGATE	\$3,600.00	
1098	2011 CHEVROLET SILVERADO 2500HD PICKUP TRUCK W/ LIFTGATE	\$3,400.00	
1099	2010 DODGE GRAND CARAVAN VAN	\$650.00	
1100	1990 GMC P6T042 UTILITY VAN - CONTENTS NOT INCLUDED	\$4,300.00	
1102	2003 TRANSPORT EAGLE FLAT BED 53' TRAILER- CONTENTS NOT INCLUDED	\$5,750.00	

Inspection Information:

Inspections are STRICTLY by appointment only, NO EXCEPTIONS. Non-appointments will be turned away. All individuals interested in inspecting the vehicles will undergo a security clearance and sponsorship before being allowed onsite. Once onsite prospective bidders will be escorted to the inspection area. PPE is a must: bring hard hats, safety shoes, masks and gloves is mandatory. Inspections will occur on Tuesday, Wednesday & Thursday from 10am and 2pm.

Sales Terms:

Terms of Sales GENERAL REQUIREMENTS 1. These Terms of Sale apply to the sale by Bruce Power L.P. ("Bruce Power") and the purchase by you (the "Buyer") of the equipment/goods/vehicles (the "Surplus Material") described in the online auction/sale process to which these Terms of Sale are attached. 2. Buyer must: (a) determine safety and other regulatory requirements applicable to the use or resale of the Surplus Material; and (b) conduct its own due diligence respecting any other aspects of the Surplus Material. By signing these Terms of Sale, Buyer is deemed to have: (a) inspected and satisfied itself as to the condition of the Surplus Material; (b) determined safety or other regulatory requirements applicable to the use or resale of the Surplus Material; (c) conducted its own due diligence respecting any other aspects of the Surplus Material; and (d) expressly acknowledged that Bruce Power has made no examinations, investigations or inquiries whatsoever with respect to the Surplus Material, including as to whether the Surplus Material is in working order or safe to use. NO WARRANTIES 3. ALL SALES ARE ENTIRELY ON AN "AS IS, WHERE IS" BASIS. Bruce Power warrants that it is the owner of the Surplus Material. Except for warranty of title, the Surplus Material is sold AS IS, WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTY OF NON-INFRINGEMENT OF THE PROPRIETARY RIGHTS OF THIRD PARTIES; BRUCE POWER HEREBY DISCLAIMS AND BUYER HEREBY WAIVES ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR DEMAND IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PATENT INFRINGEMENT, OR OTHERWISE WITH RESPECT THERETO. Without limiting the generality of the foregoing, Buyer acknowledges and agrees that Bruce Power, neither represents nor warrants that the Surplus Material will operate satisfactorily in Buyer's facilities or that the Surplus Material complies with any applicable federal, state, or local laws, ordinances, regulations, or standards, including, but not limited to, regulations and standards promulgated under federal and state environmental or occupational safety and health laws. 4. GENERAL If Buyer is the successful bidder/purchaser out of the sale/auction process which these Terms of Sale are attached to: a. Buyer will pay Bruce Power the full purchase price for the Surplus Material via the Aucto online portal, including all applicable taxes. Buyer shall pay any and all sales, use, transfer, filing, and other similar taxes or governmental charges with respect to the sale or purchase of the Surplus Material. b. Bruce Power will make the Surplus Material available for pickup by the Buyer at a location designated by Bruce Power. Buyer will be responsible for removing the Surplus Material from the applicable location within 14 days of the execution of these Terms of Sale. Delivery of the Surplus Material takes place, and title and risk of loss to the Surplus Material passes from Bruce Power to Buyer, upon pickup of the Surplus Material by Buyer. c. Buyer will be solely responsible for and will indemnify and save harmless Bruce Power, its employees, agents, representatives and contractors, from and against all losses, costs, expenses, liabilities, claims and demands arising in respect of any bodily injury (including death), personal injury, loss or damage (whenever and however arising) in any way referable to property, including the Surplus Material, in whole or in part, due to any negligence, actions or failure to act by Bruce Power or any other persons in respect of: (a) these Terms of Sale, (b) the inspection process, (c) the sale of the Surplus Material; (d) the breakdown, loading or removal of the Surplus Material; (e) the unsafe or otherwise unsatisfactory condition of the Surplus Material; or (f) the use of the Surplus Material. For the purposes of this section 7, Bruce Power is or will be deemed to be acting as agent for and on behalf and for the benefit of its employees, agents, representatives and contractors, and all such persons will be deemed to be parties to this contract and entitled to all exemptions, immunities and limitations set out herein. d. In no event whatsoever (including fundamental breach) will Bruce Power be liable for: (a) indirect, special, incidental, contingent or consequential losses or damages (including for loss or damage to the Surplus Material, items, materials, equipment or other property, bodily injury (including death), personal injury, loss of actual or anticipated revenue or profits, loss of use or any other economic loss whatsoever), even if Bruce Power has been advised of the potential for such losses or damages; (b) punitive, exemplary or aggravated damages; or (c) contribution or indemnity in respect of any claims against Buyer. e. If the Buyer fails to remove the Surplus Material within the 14-day period referred to in section 6, Bruce Power may give notice to the Buyer that these Terms of Sale are terminated. If the Terms of Sale are so terminated, Bruce Power may re-sell the Surplus Material or any portion thereof and Buyer will not receive a refund for any amounts paid to the Surplus Material. ALL SALES ARE FINAL AND THE SURPLUS MATERIAL MAY NOT BE RETURNED FOR A REFUND OR OTHERWISE. 5. These Terms of Sales, the sale of the Surplus Material and all other actions following the sale are governed by, and are to be construed and interpreted in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario. Bruce Power and Buyer irrevocably submit to the exclusive jurisdiction of the courts of Ontario. These Terms of Sale may not be amended, except as agreed by Bruce Power and Buyer. 6. All indemnities and or waivers made in, required by or given under these Terms of Sale will survive each of the final payment and acceptance of the Surplus Material. The Parties, by their duly authorized representatives who each have the authority to bind the Parties, executed these Terms of Sale on the last date written below.

Payment Terms:

Payments will be made through the Aucto Payment Gateway. Paying via credit cards will only be available for orders under \$5000.

Removal Terms:

Removal is by appointment only. NO EXCEPTIONS. Non-appointments will be turned away. All individuals interested in inspecting the vehicles will undergo a security clearance and sponsorship before being allowed onsite. Once onsite prospective bidders will be escorted to the inspection area. Inspections will occur on Tuesday, Wednesday & Thursday from 10am and 2pm. Tow Truck companies are welcome to pick up vehicles but will be subject to the same security clearance and sponsorship process. We will need to know the day, time and contact information of who is coming.

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