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Capital Power Liquidating Surplus From Ongoing Operations

Online Auction

1:00pm MST on Thursday 12th January 2023

Capital Power Operations (USA) Inc

50444 Highway 770, Warburg, Alberta, Canada, T0C2T0

Asset Locations:

Clover Bar Energy Center, 1515 - 130 Ave. NW, Edmonton, AB, Edmonton, Alberta, Canada, T6S 1E3

Lot #	Description	Current Bid	Notes
1	2011 Herman Nelson BT400-NEX-D Indirect Fire Heater	\$2,500.00	
2	2008 Herman Nelson BT400-46 Indirect Fired Heater	\$2,400.00	
3	2000 JLG Lift 800AJ Articulating Boom Lift	\$13,500.00	

Inspection Information:

The Purchaser acknowledges having the opportunity to examine the Equipment and agrees and acknowledges that the Equipment is being purchased on an "as is, where is" basis, completely at Purchaser's own risk.

Sales Terms:

Bill of Sale THIS AGREEMENT made effective as of and from the XXth day of MMMMM YYYY. BETWEEN: Capital Power (CBEC) L.P. 1515 130 Avenue NW Edmonton, AB T6S 1E3 Canada (hereinafter referred to as the "Vendor") - and - "Purchaser" (hereinafter referred to as the "Purchaser") WHEREAS the Vendor is the owner of the equipment described in Schedule "A" attached hereto (the "Equipment") and has agreed with the Purchaser for the absolute sale to the Purchaser of the Equipment for and in consideration of the Purchase Price; NOW THEREFORE the Vendor and the Purchaser agree as follows: 1. In consideration for the "Equipment", the Purchaser shall pay the Vendor the sum of (Insert Final Price) (\$XXX,XXX), exclusive of all applicable taxes (the "Purchase Price"), by certified check or bank draft, at or before the effective date of this Agreement, and in any event prior to removal of the Equipment from the Vendor's premises. If requested by Purchaser, Vendor agrees to use a mutually agreeable escrow agent at Purchaser's expense. The Purchaser shall be responsible for all applicable taxes, including, but not limited to federal and/or state sales or other value added taxes. 2. In consideration of the payment and upon the receipt of the Purchase Price as set out in paragraph 1 above, the Vendor hereby agrees to sell, convey, transfer and assign to the Purchaser all the right, title, estate and interest whatsoever, of the Vendor, in and to the Equipment. 3. Shipment terms are Ex Works (Incoterms), Vendor pPremises. The Purchaser agrees that the receipt of and delivery of the Equipment from the Vendor's premises to the Purchaser's premises, or to any other location that the Purchaser may direct, and the subsequent installation, use, or sale of the Equipment are the Purchaser's sole responsibility and at Purchaser's sole cost and risk. Such responsibility, cost and risk include, but are not limited to, any customs duties or other requirements that must be satisfied to export the Equipment from Canada and to import the Equipment into any other country. 4. In obtaining the Equipment from the Vendor's premises, Purchaser and its employees, agents and subcontractors shall: (i) comply with and observe all (a) federal, Provincial, state and local laws; (b) orders, directives and permits that are applicable to Purchaser or Vendor; and (c) regulations that apply to Vendor or the Purchaser (collectively "Applicable Law"); and (ii) comply with all rules, policies, procedures, processes and work practices established by the Vendor, including without limitation health, safety, security and environmental policies and procedures (collectively "Vendor's Policies and Procedures"); and which are provided by Vendor to Purchaser in writing and/or through an internet link; and (iii) notify Vendor of any chemicals (including, for example, cleaning agents) which will be brought on site before they are brought on site and provide a current Safety Data Sheet (SDS) before such chemicals are brought on. 5. The Purchaser acknowledges having the opportunity to examine the Equipment and agrees and acknowledges that the Equipment is being purchased on an "as is, where is" basis, completely at Purchaser's own risk. 6. THE VENDOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE RESPECTING THE EQUIPMENT, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE VENDOR MAKES NO, AND THE PURCHASER HEREBY DISCLAIMS, IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, CONDITION, DESIGN, QUALITY, CAPACITY, WORKMANSHIP, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OR USE THEREOF. THE VENDOR DOES NOT REPRESENT OR WARRANT THAT THE EQUIPMENT WILL MEET ANY OR ALL OF THE PURCHASER'S REQUIREMENTS. THE PURCHASER DISCLAIMS ANY ORAL OR WRITTEN REPRESENTATIONS GIVEN PRIOR TO THE PURCHASE OF THE EQUIPMENT, WHETHER GIVEN BY THE VENDOR OR ITS AGENTS. 7. In no event will the Vendor be responsible for any loss, damage or expense of any kind or nature, whether direct, indirect, incidental, special or consequential, including without limitation, for punitive damages, damages for loss of profits or loss of use, incurred by the Purchaser or any other person, caused by or resulting from the Equipment or its use, re-sale, maintenance or possession, by the inadequacy of the Equipment or by any interruption of service or loss of use of the Equipment or for any loss of business, economic loss, or damage whatsoever and howsoever caused. 8. The Purchaser expressly agrees to be liable to the Vendor and to indemnify and save the Vendor harmless from and against all claims, causes of action, charges and losses howsoever arising from the removal of the Equipment from the Vendor's premises and transport and delivery to and installation of the Equipment at the Purchaser's premises, or at any other location that the Purchaser may direct, or the future use of the Equipment by the Purchaser or by any other person. 9. The Vendor and the Purchaser hereby agree that this Agreement shall enure to the benefit of and be binding upon themselves and their respective successors and assigns. 10. This Agreement shall be interpreted according to the laws of the Province of Alberta, without regard to principles of conflicts or choice of law. Vendor and Purchaser irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta and all courts of appeal therefrom in respect of any disputes arising from this Agreement. 11. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supercedes all prior and contemporaneous agreements, understandings and negotiations, whether oral or written. IN WITNESS WHEREOF the Vendor and the Purchaser have each executed this Agreement as of the date first above written.

Payment Terms:

All payments must be made through the Aucto Payment Gateway (APG). Buyers have below options to send payments: - Wire Transfer - ACH - Automated Clearing House (US) - EFT - Electronic Funds Transfer (Canada) - Credit Card (ONLY available for sale orders less than 5000 USD or 5000 CAD) - Instructions will be available via APG to winners after a sale has concluded. Aucto will NOT accept Cash, Check, E-Check, Cashier's Check or Bank Drafts as payment options. Unless specified by the seller in the "Sale Terms", all payments are due within 24 hours of a sale order being delivered. Please submit tax exemption forms to payments@aucto.com with your sale-order number in the subject line. Local tax laws may apply to Aucto Buyer's Premium (Aucto BP or ABP). In most situations, tax on Aucto BP is not subject to tax exemption.

Removal Terms:

Shipment terms are Ex Works, Vendor Premises. The Purchaser agrees that the delivery of the Equipment from the Vendor's premises to the Purchaser's premises, or to any other location that the Purchaser may direct, and the subsequent installation of the Equipment are the Purchaser's sole responsibility and at Purchaser's sole cost and risk. Such responsibility, cost and risk include, but are not limited to, any customs duties or other requirements that must be satisfied to export the Equipment from the United States and to import the Equipment into any other country.

Payment Instructions:

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