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2014 Ram 1500 Outdoorsman Truck being Sold by Heartland Generation! No reserve!

Online Auction

1:00pm MDT on Thursday 30th March 2023

Heartland Generation

1800, 400 -3rd Avenue SW, Calgary, Alberta, Canada, T2P 4H2

Asset Locations:

Rainbow Lake Generating Station, LSD: SE10-10-90-8W6, Rainbow Lake, Alberta, Canada, T0H 2Y0

Lot #	Description	Current Bid	Notes
1	2014 Dodge Ram 1500 Outdoorsman Quad Cab Pickup 4WD	\$7,250.00	

Inspection Information:

• By Appointment Only! • Must come with PPE – Safety Hat, Safety Shoes, Safety Vest, Safety Glasses, Mask

CONDITIONS OF SALE 1.0 Entirety and Acceptance: 1.1 All the terms and conditions herein, together with the Bill of Sale document constitute the entire contract ("this Contract") for the sale and purchase of the Assets, as defined in the Bill of Sale and no other provisions have any application unless in writing, signed by Seller and Buyer. 2.0 Disclaimer of Warranties: 2.1 Buyer acknowledges that it has inspected the Assets, that it has relied entirely on its own inspection and investigation and that it purchases the Assets "AS IS WHERE IS", AND WITH ALL FAULTS. Seller has extended reasonable efforts to determine that the specifications, description, and condition of the Assets on the face of this Contract are accurate but makes no warranty that the Assets conform therewith. Seller warrants only that it has good title to the Assets, that they are free from all liens, claims or encumbrances, and that Seller is entitled to transfer title therein to Buyer. Other than the Representations and Warranties made above in this paragraph 2.1, Seller EXPRESSLY DISCLAIMS ANY REPRESENTATION, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED RELATING TO THIS CONTRACT OR THE ASSETS, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THAT THE ASSETS ARE MERCHANTABLE OR FIT OR SUITABLE FOR ANY PARTICULAR USE OR PURPOSE OR THAT THEY COMPLY WITH THE REQUIREMENTS OF ANY LAWS AND LEGISLATION, WHETHER IN BUYER'S APPLICATION OR USE, OR OTHERWISE HOWSOEVER. NO CONDITION, WARRANTY, COVENANT, OR REPRESENTATION PROVIDED FOR OR IMPLIED BY THE SALE OF GOODS ACT (ALBERTA) HAS BEEN OR WILL BE GIVEN BY SELLER AND BUYER EXPRESSLY WAIVES ALL SUCH EXPRESS OR IMPLIED CONDITIONS, WARRANTIES, COVENANTS, AND REPRESENTATIONS. 2.2 Buyer releases and forever discharges Seller and its affiliates, and all of the respective directors, officers, employees, and agents of Seller and its affiliates from all actions, liabilities, claims and demands whatsoever which the Buyer ever had, now has, or may hereafter have by reason of any cause, matter, or thing whatsoever existing up to the present time with respect to this Contract and the Assets. 3.0 Price, Payment and Title: 3.1 Buyer at its sole cost shall be responsible for, and shall pay, all taxes (including Provincial and Federal Canadian sales taxes) and duties and other governmental levies of whatever kind imposed or levied on the sale of the Assets. 3.2 Title to and risk of the Assets shall pass to Buyer upon the Closing Date. 4.0 Pick-up of Assets: 4.1 Buyer shall promptly remove the Assets from the location where they are currently located at Buyer's sole cost and risk and in any event prior to the 10 th day following the date of the Bill of Sale (the "Removal Period"). 5.0 Buyer's Default: 5.1 If Buyer fails to remove the Assets by the Removal Period, Seller shall be free to dispose of the Assets or promise the Assets to another third party as Seller may see fit, and Buyer shall be responsible for all costs, expenses and liabilities resulting from Buyer's failure to remove the Assets from the Worksite by the Removal Period. 6.0 Indemnity: 6.1 Buyer shall: 6.1.1 be liable, and shall reimburse Seller promptly, for all loss, costs, damage, and expenses Seller may incur or pay; and 6.1.2 indemnify and hold Seller harmless against all liability, obligations, penalties, fees, damages, claims, and causes of action whatsoever asserted or brought against Seller for, or in respect of, Buyer's handling, transport, storage, use or ownership pf the Assets. 6.2 save Seller harmless from and shall defend every action, claim, or suit that is asserted or brought against Seller on account of any matter in respect of which Buyer indemnifies Seller under this Contract, provided that Seller may participate in the defense of any such action, claim, or suit without relieving Buyer of its obligations hereunder. 6.3 The reference to "Seller" in each provision of this Contract that either excepts or limits the Seller's liability, indemnifies the Seller, requires that the Seller be named as a party insured and that subrogation against it be waived, or entitles the Seller to be defended, shall be deemed conclusively for all purposes to include each of the Seller's affiliated corporations that at any time prior to the within sale either owned or used the Assets, and the employees, agents and contractors of the Seller and each such affiliated corporation. 6.4 Notwithstanding any term or condition either expressed or implied in this Contract, Seller under no circumstances shall have any liability or responsibility to Buyer for any consequential losses or damage of any nature whatsoever. 6.5 The provisions of this clause shall survive the closing or termination of this Contract. 7.0 Insurance: 7.1 Buyer shall carry, at its sole expense, during the Removal Period automobile liability insurance covering all vehicles engaged in any operation hereunder owned, leased, operated and/or licensed by Buyer with a limit of \$2,000,000 per accident for bodily injury and property damage. Policies of insurance obtained by Buyer shall include a waiver of subrogation against Seller. Buyer shall comply with all regulations and other legal requirements in its ownership of the Assets. 8.0 Miscellaneous: 8.1 Notices shall be in writing and may be delivered personally, by fax, email communication, or registered mail. 8.2 Time is of the essence in this Contract. 8.3 Seller's right to require strict compliance or performance shall not be affected by any previous waiver or course of dealing. 8.4 Terms in this Contact shall prevail in any instance where they conflict with any other agreements, documents, or other communications exchanged by the parties in respect of the Assets. 8.5 This Contract and any disputes arising hereunder shall be governed by the laws of the Province of Alberta, Canada including the Courts located in the City of Calgary, Alberta, Canada, and each of the parties hereby irrevocably attorns to such jurisdiction. 8.6 Each of the parties shall, from time to time and at all times do all such further acts and execute and deliver all such further deeds and documents as shall be reasonably required in order to fully perform the terms of this Contract. 8.7 Buyer acknowledges that the exportation from Canada of certain materials, products and related technical data is subject to compliance with Canadian export laws and hereby acknowledges that it is solely responsible for exportation of the Assets from Canada. As such, Buyer shall be solely responsible for obtaining and maintaining any registrations or operational licenses and permits, and import and/or export approvals and permits, including but not limited to those required in compliance with Canada's Export and Import Permits Act, Defence Production Act, and Special Economic Measures Act, and regulations issued thereunder, from any governmental authority in Canada, the United States as required for removal of the Assets from Worksite and the shipment, transportation and delivery of the Assets to their final destination. 8.8 Buyer shall promptly remove any Seller tradenames, trademarks or other identifying insignia which may indicate Seller's past ownership, and destroy the same.

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:

- Buyer is responsible for scheduling logistics and providing shipping related documents to the seller.
- Buyer should provide seller with BOL and time of arrival to ensure no delays during pick up.
- Payment must be made in full before removal.

Payment Instructions:

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