

Terms and Conditions

These terms and conditions apply to all TTC products offered for sale through the North Toronto Auction (the "Auctioneer") website and service.

Acceptance of Terms and Conditions. By submitting a bid or inspecting the product offered for sale, the bidder or person as applicable agrees they have read, fully understands and accepts these terms and conditions.

Acceptance and Application of Product Page Instructions and Special Instructions: Should there be any instructions and/or special instructions on the product page, the instructions will form part of these terms and conditions. Should the instructions conflict with any provision of these terms and conditions, the provisions of the instructions will supersede the applicable provision of these terms and conditions and will prevail over the applicable provision of these terms and conditions except for the Payment provision of these terms and conditions.

Eligible Buyers. To be eligible to purchase the product, Buyer is not an employee or retired employee of TTC, or a family member of an employee or retired employee of TTC.

Guarantee Waiver. The product is offered for sale "AS IS, WHERE IS" basis. TTC makes no promises, representations, warranties, or guarantees of any kind, expressed or implied, as to the operation, merchantability or fitness of the product for any purpose. TTC is not liable for and Buyer is not entitled to any payment for loss of profit or any other damages including, but not limited to, special, direct, indirect or consequential damages.

Inspection. Product offered for sale may be used or new. Bidders may inspect the product prior to bidding. Bidders must adhere to the inspection instructions and inspection dates and times indicated on the product page.

Location Restriction. Persons attending any product location must be at least 18 years of age.

Consideration of Bid. TTC reserves the right to reject any and all bids, and to withdraw the product from sale.

Bill of Sale. Buyer (successful bidder) will receive by email from the Auctioneer a dated Bill of Sale confirming, among other things, the purchase of the product and stating the product location.

Buyer's Premium. The Buyer is responsible for the Buyer's Premium as shown on the product page.

Payment. Payment in full is due to the Auctioneer within two (2) business days from the date of the Bill of Sale and is to be paid in accordance with the Auctioneer's payment terms.

Harmonized Sales Tax. Product purchase will be subject to HST, which will be added to the sale price.

Release and Indemnity Form: Upon request by TTC, Buyer will be required to sign TTC's release and indemnity as posted on the product page and provide the signed TTC's release and indemnity within five (5) business days from the date of the Bill of Sale.

Insurance Requirements. Upon request by TTC and prior to attending the product location, Buyer will be required to provide general liability and automobile liability (for both owned and non-owned automobiles) insurance coverage. TTC is to be an additional insured under the general liability policy. If the Buyer has a person on the Buyer's behalf attend at the location to remove the product, the Buyer is responsible to ensure the person has the insurance noted herein.

Personal Protective Equipment. At all times while attending at the product location, the Buyer and/or any person attending with the Buyer and/or any person on the Buyer's behalf must wear personal safety equipment (e.g., safety hat, safety shoes/boots, vest, etc.) as required by TTC and follow TTC instructions.

Training. Should any product be located at either Greenwood Yard location or Wilson Yard location, the Buyer or any person on behalf of the Buyer attending at the location to remove the product may be required, upon request by TTC, to take a one (1) eight (8) hour course on Subway Rule Book training (a yearly course to be taken by anyone who enters Greenwood Yard location or Wilson Yard location).

COVID-19. At the time of contacting TTC to arrange inspection or the removal of the product, the person will be informed of any COVID-19 protocols (including screening) required to be passed and/or met to attend and to be followed while attending at the location for inspection or the removal of the product.

Removal. Buyer to contact TTC to arrange to attend at the product location for the removal of the product. Buyer must remove the product within ten (10) business days from the date of the Bill of Sale subject to receipt of payment by the Auctioneer and, if required, receipt of TTC's release and indemnity by TTC. Buyer is responsible, at Buyer's cost and expense, (i) to remove the product from the product location as provided by TTC following receipt of the Bill of Sale; (ii) to make all arrangements and perform all work necessary, including packing, loading, and transportation of the product; and (iii) if applicable, to ensure all necessary product placards are displayed on the vehicle for the transportation of the product. Under no circumstances will TTC be responsible for packing, loading, transportation, or removal of the product. Buyer is responsible to carry out any special removal instructions noted on the product page. Buyer is responsible for any TTC and/or Auctioneer fees, costs, and expenses should the Buyer remove the product after the ten (10) business days from the date of the Bill of Sale.

Vehicle Title. If applicable, TTC will issue to Buyer a vehicle title or certificate upon receipt of payment. Vehicle title or certificate may be subject to restrictions noted on the product page.

Default. Buyer default shall include failure of Buyer, (1) to observe any of these terms and conditions; (2) to make payment in the specified time; (3) to remove the product within the specified time; and/or (4) if required, to submit the signed TTC's release and indemnity within the specified time. Buyer default may result in termination of the sale of the product to Buyer, termination of the contract, and/or suspension or prohibition from participation in further product bids until the default is cured. Should Buyer default, TTC may exercise any and all rights, and pursue such remedies, available under law and at equity, and TTC reserves the right to reclaim and/or resell the product.

Release and No Liability. Persons attending at the location for product inspection and/or removal of the product do so at their risk and assume all risks of damage or injury to or loss of person and/or property, and specifically releases TTC from any liability therefrom.

Buyer acknowledges and agrees that TTC shall not be liable or responsible in any way for any damage, injury, or loss by whomsoever (including without limitation TTC) caused by or arising out of, in any manner based upon, occasioned by, or attributable to the attendance at any product location or the removal of the product from a location by Buyer or any person on behalf of Buyer, or any willful misconduct, or negligent act or omission of Buyer, or any person attending with Buyer, or any person on behalf of the Buyer.

Indemnity. The Buyer shall hereby fully indemnify and hold harmless TTC in respect of the amount of any claim, demand, loss, cost, expense (including reasonable legal expenses), action, suit, proceeding, liability, fine, penalty, interest, payment or damage by whomsoever (including, without limitation, TTC) which is made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to the attendance at any product location or the removal of the product from the location by Buyer or any person on behalf of Buyer, or any willful misconduct, or negligent act or omission of Buyer or a person attending with Buyer, or any person on behalf of the Buyer.

Governing Law. The laws of the Province of Ontario and the federal laws of Canada applicable therein will govern these terms and conditions and all aspects of the auction sale and purchase transaction on through the Auctioneer.