

Surplus Asset Redeployment/Disposal Form -

Standard Terms & Conditions - Asset Disposal Bids

1. ACCEPTANCE

- If accepted, Nisga'a Lisims Government shall notify the purchaser of such acceptance within five (5) days after the closing date.

2. TERMS

- Cash, credit card or business cheque (no personal cheques accepted) within five (5) days after notification for total amount including Provincial Sales Tax.

3. WITHDRAWAL

- Nisga'a Lisims Government reserves the right to withdraw from the sale any property which has not been delivered to the Purchaser, without incurring any liability except to refund to the Purchaser any amount paid.

4. CONDITION

- The property listed is offered "as is - where is". Nisga'a Lisims Government makes no warranty, express or implied, as to the condition of the property or its fitness for any use or purpose.

5. REMOVAL

- The Purchaser, upon acceptance of this offer by Nisga'a Lisims Government, shall at their expense, pack, load and remove the property under the supervision of a representative of Nisga'a Lisims Government within ten (10) days after notification referred to in paragraph 1 above. At the time of removal, Purchaser will provide proof of payment for the goods.

6. FAILURE TO REMOVE

- Should the purchaser fail to remove the property in accordance with paragraph 5, Nisga'a Lisims Government, without prejudice to other remedies, may cancel the contract without notice to the Purchaser and retain as liquidation damages any deposit or amount paid on account of the property. The Purchaser shall lose all claims to an interest in the property and may be held responsible for all loss, cost and expense incurred by Nisga'a Lisims Government due to the Purchaser's fault.

7. TAX

- The Purchaser shall pay any applicable customs duties and taxes that may be liable as a result of the sale of these assets.

8. DAMAGE TO PROPERTY

- The Purchaser shall be responsible for any damage to property resulting from the removal of the property sold.

9. UNDISCLOSED PRINCIPAL, BRIBES, ETC.

- Nisga'a Lisims Government reserves the right to cancel the sale and limits its liability to a refund of the purchase price if the property is purchased on behalf of an undisclosed principal; the same shall apply if the sale is brought about by a bribe, gift, or gratuity, or other inducement, to any official or employee of Nisga'a Lisims Government.

10. Nisga'a Lisims Government does not assume any liability for injury or loss incurred in the inspection, removal, use or handling of the property listed on an Asset Disposal Bid Form.

11. Nisga'a Lisims Government reserves the right to accept or reject any bid.