

GENERAL

Offers are subject to the following terms and conditions:

- All equipment shall be purchased “as is, where is”
- **Equipment may not be exactly as shown in photographs. AltaGas recommends inspection prior to purchase.**
- **General equipment descriptions are based on equipment manuals and/or data collected during site inventory in 2002. As components of packages may have changed, AltaGas recommends inspection prior to purchase.**
- AltaGas will arrange access to the equipment for inspection
- Inspection will be at the Buyer’s cost
- Payment must be made by bank draft or money transfer in the full amount payable to AltaGas within fourteen (14) days of the date of offer
- Payment must be received by AltaGas prior to removal of equipment from AltaGas facilities
- Equipment must be removed from AltaGas facilities within fourteen (14) days following payment
- Equipment will be disconnected by AltaGas
- Equipment shall be loaded, removed and delivered at the Buyer’s cost
- All prices in Canadian dollars
- GST will be added to all prices, unless the equipment is purchased for use outside Canada

(continued)

- **Payment shall be delivered to AltaGas at:**

**#1700, 355 – 4th Avenue SW
Calgary, AB T2P 0J1
Attention: Izumi Epp
(envelope labeled **CONFIDENTIAL**)**

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CONDITIONS OF SALE

WARNING: HAZARDOUS OR TOXIC SUBSTANCES MAY BE OR MAY HAVE BEEN CONTAINED IN THE GOODS. BUYER IS SOLELY RESPONSIBLE FOR DETERMINING THE NATURE AND SCOPE OF ALL RESULTING RISKS, AND WITHOUT LIMITATION, ASSUMES ALL RESPONSIBILITY AND LIABILITY IN CONNECTION THEREWITH.

1. ENTIRETY AND ACCEPTANCE

Upon execution of this agreement by Seller and Buyer, all the terms and conditions of these Conditions of Sale, the Agreement and Bill of Sale to which they are attached, and any Schedules attached thereto, constitute the entire contract ("this Contract") for the sale and purchase of the Goods, and no other provisions have any application unless in writing, signed by the Seller and Buyer.

2. DISCLAIMER OF WARRANTY

Buyer purchases the Goods "AS IS, WHERE IS". The Seller has expended reasonable efforts to determine that the specifications, quantities, and condition of the Goods are accurate, but makes no warranty that the Goods conform therewith. The Seller warrants only that it has good title to the Goods, that they are free from all liens, claims or encumbrances, and that the Seller is entitled to transfer title therein to Buyer. The Seller does not assume any liability for product defects nor provide any warranty, expressed or implied, as to the quality of the property or its fitness for a particular purpose.

3. PRICE, PAYMENT AND TITLE

- (a) Buyer at its sole cost shall be responsible for, and shall pay, all taxes (including Goods and Services Tax and Provincial sales tax if applicable) and duties and other governmental levies of whatever kind imposed or levied on the sale of the Goods by the Seller.
- (b) Buyer may not take delivery of any of the Goods until Buyer has paid the Seller the Total Tendered Price, and applicable taxes in full.
- (c) Title to and risk of the Goods shall pass to Buyer on payment to the Seller in full of the Total Tendered Price, provided that if any payment amendment allows for payment terms, credit or installment payments, then unless otherwise provided in the payment amendment, title to and risk of the Goods shall pass to Buyer on delivery of Goods to Buyer.

4. DELIVERY

Buyer shall take delivery of, load and remove the Goods at Buyer's sole cost and risk.

5. BUYER'S DEFAULTS

- (a) If Buyer fails to pay the Seller the Total Tendered Price in full on or before the removal/delivery date specified on the Bill of Sale (subject to any contrary arrangements in a payment amendment agreement), Buyer shall be deemed conclusively in default, and this Contract shall terminate at 23.59 hours of the removal/delivery date. The Seller shall thereafter be relieved of all obligations to Buyer. The Seller may sell the Goods to any other party at any time following termination, and if the price paid to the Seller by that party is less than the Total Tendered Price, Buyer shall pay the Seller the amount of the difference promptly on receipt of the Seller's demand. Termination of this Contract as provided in this Clause 5(a) shall not prejudice any of Seller's rights or remedies against Buyer in respect of Buyer's default.
- (b) If after payment for the Goods, Buyer fails to remove Goods from the Seller's premises by the removal/delivery date, the Seller may store the Goods or have them removed to Buyer's premises, all at Buyer's sole cost. The Seller shall have no responsibility or liability to Buyer for damage to the Goods, however incurred, as the result of the Seller taking such action. Buyer shall reimburse the Seller promptly for all costs and expenses the Seller incurs in taking such action.

6. BROKERAGE

Any brokerage fees levied or incurred in any manner in respect of this sale and purchase shall be exclusively for Buyer's account, and the Seller shall have no responsibility or liability whatever in respect thereof.

7. INDEMNITY

(a) Buyer shall:

- (i) be liable, and shall reimburse the Seller promptly, for all loss, costs, damage and expenses the Seller may incur or pay; and
- (ii) indemnify and hold the Seller harmless against all liability, claims and causes of action whatsoever asserted or brought against the Seller,

for or in respect of injury to or the death of any persons, or damage to or loss or destruction of property (including without limitation that of the Seller, its employees, agents and contractors) arising in any manner whatever out of either this sale of the Goods or any use, handling, transportation or storage of the Goods and whatever hazardous or toxic substances or chemicals they may contain.

(b) The provisions of this Clause 7 shall survive the closing or termination of this Contract.

8. FORCE MAJEURE

Each party is relieved of its obligations hereunder, other than financial, to the extent that its performance is delayed or prevented by any cause, except lack of funds, beyond its reasonable control.

9. MISCELLANEOUS

- (a) Notices shall be in writing and may be delivered personally, by facsimile, telegram or registered mail.
- (b) Time is of the essence hereof.
- (c) The Seller's right to require strict compliance or performance shall not be affected by any previous waiver or course of dealing.

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