

Bill of Sale



Date (MM/DD/YYYY): __/__/____

SELLER: [ENTER TECK LEGAL ENTITY NAME HERE]
[ADDRESS],
[CITY], [PROVINCE]
[COUNTRY], [POSTAL CODE] (“Teck”)

Teck’s Primary Contact/Title: _____
Phone number: _____ Cell number: _____

PURCHASER: [PURCHASER’S COMPANY NAME]
[ADDRESS],
[CITY], [PROVINCE OR STATE]
[COUNTRY], [POSTAL OR ZIP CODE] (“Purchaser”)

Purchaser’s Primary Contact/Title: _____
Phone number: _____ Cell number: _____

In consideration of Purchaser providing the Total Price and applicable taxes to Teck, the receipt and sufficiency of which is hereby acknowledged, Teck transfers title and possession of the following Goods to Purchaser, subject to the terms and conditions of this Bill of Sale:

Description of goods (together, the “Goods”)	Serial #	# Units	Unit Price	Date To Be Removed From Teck Property (“Removal Date”)
Total Price (indicate currency), excluding taxes				

Obligations of Teck prior to, and on, Removal Date:

1. [Example - include details if Teck is to load purchased Goods] list tasks, that Teck is to undertake to ensure successful transport/removal from site on Removal Date. If nothing delete this line.]
2. Teck agrees to grant reasonable access to the Goods purchased by Purchaser.

Obligations of Purchaser prior to, and on, Removal Date:

1. [List tasks that Purchaser is to undertake to ensure successful transport/removal from site on Removal Date.]
2. [List administrative requirements that Purchaser needs to complete prior to and during Removal Date such as permits, proof of insurance, site indoctrinations, visitor authorizations, etc.].

BILL OF SALE TERMS AND CONDITIONS:

This sale of Goods is made only on the express condition that the Purchaser agrees to the Terms and Conditions contained below, and on the face and the Purchaser's acceptance of Goods, shall constitute the final agreement to such terms.

1. **TITLE TRANSFER:** Title transfer of the Goods, from Teck to Purchaser, will be effective upon execution of this Bill of Sale.
2. **ASSUMPTION OF RISK:** The Purchaser assumes all risks associated with the Goods, including arising from defects in Goods from removal, storage, resale or disposal of Goods from the time of execution of this Bill of Sale, irrespective of when the Total Price and applicable taxes are transferred. The Purchaser acknowledges that Teck will not carry any insurance or provide replacement Goods if there is any further damage to the Goods between the time of execution of this Bill of Sale and the Purchaser's removal of the Goods. Teck will not materially alter its previous storage and care efforts with respect to the Goods, but will not take any additional steps to guard the Goods from harm. The Purchaser is strongly encouraged to have the Goods covered by insurance from the time of execution of this Bill of Sale.
3. **REPRESENTATION AND WARRANTY LIMITATIONS:** The Purchaser agrees and understands that the Goods are sold on an "as is, where is – with all faults" condition; Ex Works (**EXW – Incoterms 2020**). Teck warrants title to the Goods, but makes no representation or warranty of any kind, express, implied or statutory as to the mechanical ability, fitness for a particular purpose, or any other matter with respect to the Goods, whether used along or in connection with other substances. Teck's description of the Goods does not constitute a warranty or representation, and is for the sole purpose of identifying the Goods for sale.
4. **REMOVAL:** The Purchaser will remove the Goods from present location by the Removal Date identified on page 1 of this Bill of Sale. The Purchaser will conduct the removal in a diligent and workman like manner, and include the clean-up and removal of all items, waste or debris associated with the Goods and transport off of Teck property as part of the Removal of Goods. If the Purchaser does not remove the Goods by the identified Removal Date, Teck will be entitled to charge a daily storage fee of \$CDN [REDACTED], and will be payable in full, including applicable taxes, by Purchaser prior to removal of the Goods from Teck property. Purchaser agrees that Teck's collection of any such storage fees does not create any landlord or warehouse and tenant relationship between Teck and the Purchaser, and Teck will not be required to comply with any legal obligations, including statutory obligations or equitable law, applicable to such relationships.
5. **CLAIMS AND LIMITATION OF LIABILITY:** Teck's maximum liability for any claims related to this Bill of Sale or the Goods, including their removal, will be the return of the Total Price, including any claims in equity, or for claims of fraud, negligence, or any misrepresentation. If the Purchaser has not yet transferred the Total Price to Teck, Teck will have no liability to the Purchaser whatsoever. In no event shall Teck be liable for any direct or indirect loss or damages (whether incidental, consequential or otherwise) or for any other claims directly or indirectly in connection with the sale or delivery of the Goods itemized in this Bill of Sale, including any costs incurred by the Purchaser in related to inspection of the Goods or concluding their purchase or executing this Bill of Sale.
6. **HAZARDS WARNING:** The Purchaser acknowledges that the Goods may bear, contain or may have come into contact with hazardous chemicals, hazardous materials which may be or may become by chemical reaction or otherwise directly or indirectly, hazardous to life, health or property. No special or additional warning shall be deemed to limit this broad warning. The Purchaser shall observe and comply

with all laws, regulations and ordinances applicable to the Goods or the dismantling, packing, reconditioning, handling, or services hereunder.

7. **PURCHASER INDEMNIFICATION:** The Purchaser shall protect, defend, indemnify and hold Teck, its agents, owners and employees, free and harmless at all times from and against any and all losses, costs, claims, taxes, customs duties, demands, liabilities, and causes of action of every kind and character which may arise at any time or times directly or indirectly in respect of the Goods or this Bill of Sale, including termination of this Bill of Sale pursuant to Paragraph 15, below.
8. **INSURANCE:** If the Purchaser is to perform dismantling or other work on property owned or controlled by Teck, or if Purchaser stores the Goods as contemplated in Paragraph 4 above, Purchaser shall ensure that; it and all its agents, contractor and sub-contractor shall strictly carry Comprehensive General Liability insurance and Vehicle Liability insurance, each in an amount of not less than \$5 Million per occurrence, with Teck named as an additional insured for the purposes of the removal of Goods.
9. **COMPLIANCE WITH LAWS, SAFETY RULES, REGULATIONS AND PROCEDURES:** Purchaser is solely responsible for complying with all laws applicable to the removal and transport of the Goods, including seeking any regulatory or legal permits or approvals. If the Purchaser is to pick up Goods or perform dismantling work or services on Teck owned or controlled property, the Purchaser, its employees, agents, contractors and sub-contractors shall observe all Teck safety rules, regulations and procedures, Mines Act, WCB and Waste Management Act rules and regulations. If applicable, a safe work plan may be requested which the Purchaser will be required to submit prior to commencement of removal.
10. **SUBCONTRACTORS:** All subcontractors of the Purchaser must be approved, in writing, by Teck prior to such subcontractor providing on-site work to dismantle or load the Goods for transport. All subcontractors shall perform their work in accordance with Teck's policies regarding safety and environment. Nothing contained in the agreement shall create a contractual relationship between subcontractor and Teck.
11. **PAYMENT:** The Total Price, storage fees if any, and applicable taxes are due and payable by certified cheque or bank transfer within days of the execution of this Bill of Sale, and that transfer of the Total Price, storage fees if any, and applicable taxes is required prior to removal or shipment of Goods or prior to the commencement of dismantling by Purchaser, whichever comes first.
12. **TAXES:** With the exception of goods and services tax or harmonized sales tax (as defined in the *Excise Tax Act* (Canada)), the Purchaser shall be responsible for all present and future taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges of any nature imposed by any governmental authority together with all fines, interest, penalties on or in respect of, or in lieu of or for non-collection thereof, related to the purchase of the Goods.
13. **INSPECTION:** The Purchaser has either inspected the Goods or hereby acknowledges Teck's recommendation that the Goods be inspected and has determined to conclude the purchase without such examination, and accepts any and all risks or liabilities associated with the Purchaser's decision.
14. **GOVERNING LAW:** Unless otherwise stated in the agreement, this agreement shall be governed by and construed in accordance with the laws of the province of British Columbia for Goods delivered and services performed in British Columbia, and the federal laws of Canada applicable therein without reference to conflict of laws principle.

15. **TERMINATION:** Failure of the Purchaser to remove the Goods from Teck property within time allotted by Teck will, unless otherwise agreed to in writing by Teck, allow Teck to terminate this agreement in whole or in part.
16. **UNAUTHORIZED USE OF NAME:** The Purchaser shall not, without Teck's prior written approval, make any statement or publish or release to any other person any photograph, advertisement, testimonial, letter of commendation or approval, or any other document which might imply Teck's approval of the actions.

Signed this _____ day of _____, 20__

Purchaser:

[PURCHASER'S COMPANY NAME]

By: _____

Name: _____

Title: _____

Teck:

[ENTER TECK LEGAL ENTITY NAME HERE]

By: _____

Name: _____

Title: _____