

# Selkirk College



## OFFER TO PURCHASE SURPLUS GOODS

Purchasing Department  
 301 Frank Beinder Way,  
 Castlegar, BC V1N 4L3  
 Phone: (250) 365-1209  
 Fax: (250) 365-6568

<b>LOCATION:</b> Nelson Silver King Campus	<b>CONTACT:</b> PURCHASING DEPT. 250-365-1209	<b>CODE:</b> 4204 <b>ISSUE DATE:</b> Oct 15/09 <b>CLOSE DATE:</b> Oct 22/09
---	--	---

Offers are invited for the purchase and removal of College owned property listed below. We will sell materials without inspection, but we accept no rejections. The College reserves the right to reject any or all offers. Inspections may be arranged by contacting the Purchasing Department at 365-1284.

Please submit offer by completing, signing, sealing and returning this form in an envelope bearing the code number and closing date.

ITEM	QUANTITY	DESCRIPTION	Offered bid
<b>Selkirk College is offering for sale, on an as is, where is basis:</b>			
1	ea	AC/DC Welding Power Supply, serial #JK649543  Condition: Non-operational    To view contact Steve Greenwood at 250-354-3241	

**TERMS OF PAYMENT: CASH, SUBJECT TO GST AS APPLICABLE**

We, the undersigned, are satisfied as to the quality, type, kind and condition of the items listed and submit this offer to purchase subject to the conditions contained herein.

Offerors - Name and address

Offerors - Signature

\_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

## GENERAL CONDITIONS

1. **WITHDRAWAL**

The College reserves the right to withdraw from the sale any property which has not been removed by the purchaser, without incurring any liability except to refund to the purchaser the amount paid on account of such property.
2. **CONDITION OF PROPERTY**

The property listed herein is for sale "AS IS - WHERE IS". The description of the property is based on the best information available however, unless specifically provided in the offer, the College makes no warranty, express or implied, as to the quantity, kind, character, quality, weight, size or description of any of the material, or its condition or fitness for any use or purpose.
3. **TITLE**

Unless otherwise provided in the offer, title to property sold hereunder shall vest in the purchaser as and when the removal is effected.
4. **REMOVAL**

The purchaser, upon acceptance of this offer by the College and after payment in full has been received by the College, shall at his expense pack, load and remove the property within ten (10) days of receiving notice of acceptance of his offer.
5. **FAILURE TO REMOVE**

Should the purchaser fail to remove the property in accordance with paragraph 4, the College without prejudice to any other remedies, may cancel the contract without notice to the purchaser and retain as liquidated damages any deposit or amount paid on account of the property. The purchaser shall lose all claim to and interest in the property and may be held responsible for all loss, cost and expense incurred due to his failure or default.
6. **DAMAGE TO PROPERTY**

The purchaser shall be responsible for any damage to property resulting from the removal of the property sold.
7. **CONTRACT**

This offer to purchase, when executed, together with notification of acceptance by the College shall constitute the entire agreement between the purchaser and the College and time shall be deemed to be of essence in all respects thereof.
8. **ADJUSTMENTS**

If, through withdrawal, loss or error, property cannot be delivered to the purchaser, the College's liability shall be limited to a refund of the purchase price, or such portion thereof as the College may determine to be equitable.
9. **CLAIMS**

The purchaser shall not be entitled to contest the accuracy of any documents connected with this contract unless notice in writing, setting forth particulars of the purchaser's claim, shall have been received by the College at its address shown on the face of this form within thirty (30) days following acceptance of this offer or within ten (10) days following the removal of the property in respect of which such claim is made, whichever is the earlier. No claim shall be considered unless such property is still held by the College or held on the purchaser's premises for inspection by a representative of the College.
10. **LIABILITY**

The College does not assume any liability for injuries suffered by or the death of any person, or for any loss or damage to any property arising out of the inspection, handling, removal, use or demolition of the property listed herein, and the purchaser shall indemnify and save harmless the College in all respects thereof.