



RESOURCE INDUSTRY SPECIALISTS

Australian Auctions Pty Ltd t/a Hassalls Auctions. ABN 67 092 130 697

ACN 092 130 697. Auction Dealer No. 2305464

9/20 Rivergate Place, Murarrie QLD 4172 Australia.

P: 07 3348 8411 F: 07 3348 8553 E: sell@hassalls.com.au W: www.hassalls.com.au

Conditions of Sale by Tender

TENDER PROCESS

1. A GST Inclusive Buyers Premium applies to the GST Inclusive sale price of each lot sold unless otherwise stated.
2. Any person intending to lodge a tender must complete, sign and submit their tender on the approved Tender Form which states that you understand the "Conditions of Sale by Tender". You must, if requested, produce identification e.g. Driver's license, credit card, registration papers, etc.
3. The sale will be conducted on a GST exclusive basis unless otherwise notified on the Tender Form. GST will be added to the fees and charges associated with the sale of the goods.
4. All lots having been made available for inspection prior to the Tender closing are offered on an "As Is Where Is" basis with all faults and defects, if any. To the full extent permitted by law, and notwithstanding the contents of, or any description given in, any catalogue, advertisement, engineer's report or other material issued by Hassalls or the Vendor in relation to a lot, no express or implied condition warranty or guarantee is made or given in relation to that lot as to its condition, quality, fitness, purpose, merchantability or compliance with description. By lodging a tender you acknowledge and agree that you do not rely on any statement, representation, warranty, condition, forecast or other conduct which may have been made by or on behalf of Hassalls or the Vendor.
5. It is the responsibility of any person intending to lodge a tender to inspect and satisfy themselves of the goods being tendered upon.
6. For inspections Site regulations may apply and Personal Protective Equipment (PPE) may be required.
7. No person will be allowed to retract their Tender after it has been submitted.
8. The Vendor reserves the right to withdraw any lot or lots from the sale.
9. Any deficiency in the goods sold shall not vitiate the sale, but neither the Vendor nor the Auctioneer shall be bound to deliver more than is in their possession.
10. No person shall be entitled to claim compensation or loss from the Vendor for any matters arising out of the tender process, including but not limited to any failure by the Vendor to comply with the Conditions of Sale.

OFFER

11. The highest bidder on any Tender may not necessarily be accepted as the winning Tender.
12. The tendered price must:
 - a. Be in Australian (AUD) Currency;
 - b. Be exclusive of GST which will be additionally charged, unless you are an overseas party intending to export the item from Australia.



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13. These Tender Terms & Conditions will always override any terms and condition imposed by a prospective purchaser unless such terms and conditions which are to be included with a Tender Submission have been agreed to in writing by all parties prior to the closing of the Tender.
14. The acceptance of any Tender is always on the basis of these Terms & Conditions unless specifically agreed in writing.
15. Any amendment to the offer occurring as a result of post-offer negotiations or as a result of a request for further information or clarification between the parties, which is documented in writing, will form part of that offer.
16. The Vendor reserves the right to:
 - a. Accept one offer, or more than one offer, for the whole of its requirements;
 - b. Accept separate offers for any portion of its requirements;
 - c. Accept one offer, or more than one offer, for any portion of its requirements;
 - d. Accept an offer that the Vendor considers to best solution;
 - e. Not accept the highest offer;
 - f. Not accept any offer.
17. The Vendor reserves the right to enter into post offer negotiations prior to the acceptance of any offer.

PAYMENT

18. Each buyer is to pay a deposit of not less than 10% (percent) of the purchase price upon notification that their tender has been successful.
19. The balance of **purchase price shall be paid** in cleared funds **no later than three business days (3) after the notification of the successful tender.** Title to the goods will only pass once the full purchase price has been paid in cleared funds.
20. All administration and processing fees and other charges payable on the amount paid for any purchase are in addition to the purchase price and are GST exclusive with GST added to all charges and recoverable by Hassalls from the purchaser. Furthermore if you lodge the successful tender then you agree to pay Hassalls the processing fee plus GST as per the advertised rate in addition to the purchase price.
21. All lots shall be at the buyer's risk upon acceptance of an offer and neither the Vendor nor Hassalls shall be accountable for any deficiency, damage or loss which may arise thereafter.
22. Terms strictly CASH, CERTIFIED BANK CHEQUE, EFTPOS or DIRECT CREDIT (possible overnight transaction) of cleared funds before delivery of any goods is made. Where paying by DIRECT CREDIT payment will be deemed to have been made once funds are showing in our account.



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COLLECTION

23. All goods which have been paid for in full must be **removed** by the purchaser at the purchaser's expense **within seven (7) days of payment**. All deliveries will be in accordance with the Vendor's Workplace Health and Safety Policy.
24. A storage fee will apply if goods are not collected by the allocated pick up time. If goods have not been collected within a reasonable time after the allocated pick up time, then, at the election of the Vendor, ownership will revert to the Vendor and the deposit paid by the purchaser will be forfeited.

GENERAL

25. Upon any purchaser failing to comply with any of the terms and conditions all monies received in part payment shall be absolutely forfeited to the Vendor after the Agent's commission and costs, and all lots not collected may be resold at Public Auction or Private Contract and the deficiency (if any) of such resale, together with all costs and charges attending, shall be made good by the defaulter at the sale.
26. **Special conditions re electrical equipment:** This equipment is sold in a used condition and no warranty is given that its present conditions comply with the safety requirement of the State Electricity commission. It is pointed out that under State Legislation the purchaser is required before resale or use to have the equipment examined and repaired by a registered electrical contractor.
27. Prospective purchases of **Major Items of Plant** are advised that special arrangements may be made with Hassalls **PRIOR TO** the closing of the Tender for an extension of time for removal purposes.
28. Purchasers are not permitted to resell or subdivide lots in the sale premises.
29. Neither Hassalls nor the Vendor shall be responsible for any damage to property or injury to persons incurred during the removal of the lots purchased.
30. The purchaser shall be responsible to ensure that the plant or equipment complies with the requirements of the Workplace Health and Safety Act before it is used in the workplace.
31. Tenders shall remain valid for a minimum period of 30 days after the closing of the Tender.