

## TERMS & CONDITIONS AT ON LINE CLEARING SALE

1. "Auctioneer" means Fitzsimmons Real Estate together with its servants, agents, contractors and subcontractors. "Bid" means an offer to purchase Goods. "Bidder" means a person who makes a Bid, "Goods" means any goods held for auction by the Auctioneer. "Lot" means Goods auctioned as a complete and distinct item. "Person" includes firm, body corporate, unincorporated association or authority. "Purchaser" means a person who purchases Goods auctioned by the Auctioneer, its servants, agents, contractors and sub-contractors. "Vender" means the person for whom the Auctioneer auctions Goods, its servants, agents, contractors and sub-contractors.
2. This auction shall be completely and exclusively governed by these terms and conditions of sale ("Terms") which shall supersede all prior arrangements, whether written or oral, and whether express or implied.
3. Persons entering the auction site during inspection and collection days acknowledge that hazards exist and they do so at their own risk. Covered footwear is required. Children must be supervised at all times.
4. Prior to bidding at this auction bidders must complete the bidder registration process on Auctionplus and in doing so bidders expressly accept these terms without any qualification or reservation. Bidders agree to accept the Auctionplus terms and conditions and also the terms and conditions of the Vendors/Agents Fitzsimmons Real Estate.
5. Each Lot shall be the subject of separate contract of sale completely and exclusively governed by these Terms.
6. The Auctioneer may, without reason and its sole discretion withdraw any Lot at any time, vary the order in which Lots catalogued are to be auctioned or make any alteration of these Terms before the completion of the sale.
7. Without in any way limiting clause 5, increments in bidding will be determined by the Auctioneer. No Bidder may retract any Bid. The auction is subject to a right to bid on behalf of the Vendor, which right is expressly reserved by or on behalf of the Vendor, The Vendor or Auctioneer may make any number of Bids for any Lot, with or without disclosure and needs not to be expressed to be effective.
8. Subject to any reserve, the highest Bidder shall become the Purchaser upon the fall of the hammer. In the event of any dispute the purchaser shall be determined by the Auctioneer in such manner as the Auctioneer in its sole discretion thinks fit and in the event that any lot is not sold the Auctioneer may sell the Lot at the Auction or as soon as practicable thereafter by private treaty under the Terms and Conditions here expressed.
9. Full payment for purchased items must occur within 24 hours after the completion of the sale.
10. Time is of the essence in respect of clauses 8 and 9.

11. All lots are available for inspection before the sale and it is deemed that the goods have been inspected by the Purchaser. All lots are sold in their current state of repair and condition at the time of the auction or sale with all defects and faults latent, patent or otherwise (if any). No error or misdescription shall invalidate the sale and the Purchaser shall be bound to take delivery of the goods sold without allowance or lessening in price. Any deficiency in the quantity described shall not invalidate the sale, and neither the Auctioneer nor the Vendor shall be bound to deliver more than is in his possession. All lots are to be bid for, purchased and taken as they now stand and in their present position and conditions.
12. To the fullest extent permitted by law or Advertisements or catalogues or electronic media promotion for the auction or forthcoming sales are statements of opinion and are not to be relied upon as statements, or representations of fact and intending bidders must satisfy themselves by inspection or otherwise as to the nature and condition of the goods offered for sale.
13. To the fullest extent permitted by law, the Auctioneer and the Vendor make no warranties and give no guarantees as to the condition, suitability. Fitness for purpose or merchantable quality of any goods sold.
14. If a Purchaser fails to comply with these Terms any money paid, partly paid or deposited shall be forfeited. Any Lot not fully paid for within the time prescribed in clause 9 may at the Auctioneer's or Vendor's option be both stored at the defaulting Purchaser's risk and expense or resold in which case any deficiency, or damage or loss whatsoever, including but not limited to the difference between the original price and any lesser subsequent sale price, all legals, lost commission on original sale, commission on resale, advertising of resale and any other reasonable cost shall become due and payable by the purchaser, without prejudice to any rights or remedies of the Vendor or the Auctioneer.
15. Title to a Lot auctioned shall remain with the Vendor until the full purchase price and all other sums payable in respect of the Lot are paid in full, all cheques cleared, and the Lot removed.
16. A Lot shall be held at all times after purchase at the Purchaser's risk and expense in respect of loss or damage from any cause whatsoever, including the Auctioneer's or the Vendor's or any other person's negligence, and taxes and charges of any kind.
17. The Purchaser shall remove purchased Lots from the Auction Site with reasonable skill, care and attention and shall bear the cost of making good any damages or injury causes to the Auctioneer's or Vendor's premises as a result of removing purchased Lots.
18. Unless agreed in writing with the Auctioneer, the Purchaser is to arrange removal and delivery of a purchased Lot.
19. A provision of or a right created under these terms and conditions may not be waived except in writing signed by the party granting the waiver.
20. The Purchaser acknowledges that some items may contain software, programmes and data or require hardware or software or licensing in to operate. The Purchaser must make his own enquiries and arrangements in regard to these matters.

21. The Auctioneer does not warrant that any electrical or mechanical appliance, plant and/or equipment (collectively 'the plant') complies with the requirements of any Federal, State or Territory occupational health and safety laws (the OHS laws). Where reasonably practicable to do so and where the plant may be used in a workplace, the Auctioneer has requested that the Seller display a statement on the plant to indicate the safety condition of the plant and to supply certificates, operation manuals, etc. which may exist for the particular plant. By law, a purchaser of any plant for use in a workplace must ensure that the plant complies with the OHS laws before it is used. Heavy penalties apply for non-compliance. A summary of the occupational health and safety requirements in your State or Territory is available from the Auction Co-ordinator. Further information regarding occupational health and safety in the workplace is available from your State or Territory WorkCover authority.
22. All vehicles are sold as unregistered unless otherwise stated by the Auctioneer.