

TERMS AND CONDITIONS OF SALE

- 1 The purchaser acknowledges that all sales conducted by the auctioneer are on the basis of being “GST” exclusive, and as such a GST amount of 10% (or whatever prescribed amount is in force by legislation) will be added to the bid price. Further, the purchaser acknowledges and agrees that in the absence of advice to the contrary, that all bids by the purchaser will be deemed to be exclusive of GST and that GST will be added to the bid price of all lots.
- 2 The purchaser acknowledges that all sales conducted by the auctioneer, that a buyer’s premium may be charged on the bid price.
- 3 As soon as practicable after the fall of the hammer the Purchaser shall sign the agreement (if any) for sale.
- 4 The Purchaser shall be deemed to purchase as principal unless prior to the sale –
 - a) The purchaser shall have disclosed to the Auctioneer that he will be bidding on behalf of a principal and shall supply the full name and address of his principal; and
 - b) The purchaser has given to the auctioneer a copy of written authority to bid for or on behalf of a person.
- 5 The Auctioneer and Vendor reserve the following rights which may be exercised by the Auctioneer without giving any reason therefore –
 - a) to withdraw any lots from the sale;
 - b) not to offer for sale part only of any lot described in the catalogue;
 - c) to offer two (2) or more of the lots described in the catalogue as separate lots for sale together as one (1) lot;
 - d) should such lots referred to in c) of this condition not be knocked down under the hammer to a successful bidder, to offer such lots as separate lots;
 - e) to refuse to accept a bid or bids from any person or persons which in the opinion of the Auctioneer is not in the best interest of the Vendor;
 - f) to refuse admission to/or eject from the selling place any person or persons;
 - g) to refuse to accept any bid for a lot being less than a sum nominated from time to time by the Auctioneer;
 - h) to keep secret the existence and amount of the reserve price (if any) of a lot prior to the close of bidding or withdrawal from sale of the lot;
 - i) in the event that the Purchaser shall successfully bid for more than one lot at the auction;

- j) to appropriate any moneys received from that Purchaser in satisfaction or partial satisfaction of the purchase price (and any taxes, if applicable) due in respect of any one or more of such lots to the total of partial exclusion of amounts due in respect of any other such lot or lots as the Auctioneer shall see fit;
 - k) to elect at any time to treat each contract for the sale of each such lot as interdependent with each other such contract or contracts and default under any such contract shall be treated as default under all such contracts;
 - l) to bid on behalf of any vendor, prospective Purchaser or Purchaser's with or without disclosure; and
 - m) in the event that any lot is not sold at the auction to offer to sell same thereafter by private treaty but otherwise subject to these conditions.
- 6** The Vendor or any person on his behalf reserves the right to bid at the auction in respect to any lot. The Vendor acknowledges that for any successful bids he/she shall still be liable for the payment of any relevant commissions.
- 7** Any bidder shall give his full name and residential address at the time of registering to bid or when called upon to do so by the Auctioneer and –
- a) Prior to the end of the auction or at any time thereafter specified by the Auctioneer the Purchaser shall pay to Auctioneer the full price for the lot, plus any GST, license fee or any other government charge applicable to the goods.
 - b) The Auctioneer at his discretion may require immediate payment or part payment for a lot.
 - c) The purchase price and, where applicable, any part payment thereof, and GST shall be paid in either cash, bank cheque, credit card or bank transfer
 - d) Any balance of the purchase price for a lot shall be paid to the Auctioneer no later than the expiration of the period during which the Purchaser is required by the conditions to take delivery of the lot and he shall not be entitled to require delivery until the purchase price and, where applicable, GST, license fee or government charge shall have been paid in full; and
 - e) Time shall be of the essence in relation to the interpretation and observance of these conditions.
- 8** On the fall of the hammer, the Auctioneer may require and the Purchaser shall pay a deposit in cash of twenty five percent (25%) in part payment of the purchase price for the lots purchased by the Purchaser. In default, the lot or lots so purchased may at the absolute discretion of the Auctioneer be immediately re-offered for sale and re-sold.

- 9** No error in description or deficiency in quantity shall void the sale and the Purchaser shall be bound to take the delivery of the lot without any allowance or abatement in price. Any warranties which might otherwise be implied by the Sale of Goods Act, 1923, are hereby excluded and shall not apply. The Auctioneer and the Vendor make no warranties other than those implied by Common Law or by statute the exclusion of which warranty would render this condition void or voidable or which would constitute an offence by the auctioneer or the Vendor. Intending bidders must satisfy themselves by inspection or otherwise as to the nature of the lot or lots offered for sale and must accept same with all fault, patent or latent (if any). Furthermore, no warranty shall be implied from any affirmation made at the auction or otherwise but in all cases where an express warranty is intended, the same shall only be enforceable of reduced to writing and signed by the Vendor or by the Auctioneer as agent for the Vendor.
- 10** At the absolute discretion of the auctioneer, he may accept payment by way of personal or company cheque. Should the above occur title does not pass and delivery will not occur until any cheque received in payment has been honoured and paid.
- 11** Each lot shall lie at the purchaser's risk from the fall of the hammer and neither the auctioneer nor the Vendor shall be accountable for any deficiency, damage or loss which may arise thereafter. The property in such lot shall not pass until payment in the approved manner as advertised at the auction in full of the purchase price and, where applicable, GST, license fee or government charges.
- 12** No lot shall be removed during the sale without the consent of the auctioneer, but subject to condition 10 hereof, delivery is to be taken and the lot removed by the Purchaser within one (1) full working day of the day of the auction or such other period of time as may be specified by the Auctioneer at the time of sale and, in this respect, time is of the essence. Any removal shall be at the expense and risk of the Purchaser but, in such removal, the Purchaser shall do no damage, or shall forthwith make good any damage, which may be occasioned. Any lot or part thereof which the Purchaser does not remove may thereafter be removed by the Auctioneer or by some person, firm or company engaged by the Auctioneer or the Vendor and/or stored at the place at which the auction took place or elsewhere by the Auctioneer or by some person, firm or company engaged by the Auctioneer. Such removal and/or storage shall be deemed to have been made by the Auctioneer at the request of the Purchaser and all costs incurred by the Auctioneer or the Vendor in relation thereto together with an amount of \$10.00 plus GST per lot per day (inc. weekends) penalty shall be immediately payable by the Purchaser to the Auctioneer and the Auctioneer may sue for and recover the same as liquidated damages.
- 13** In addition to the purchase price, the Purchaser shall pay to the Auctioneer a fee calculated at the rate of up to thirteen and a half per cent (13.5%) of the full purchase price excluding GST State or Federal taxes that may be applicable.

- 14** If the Purchaser shall default in the observance or performance of his obligation under these conditions or any one or more of the then any moneys which the Purchaser shall have paid to the Auctioneer shall be absolutely forfeited and, without notice to the Purchaser, such lot or lots may be re-sold either by public auction or private contract and upon such terms and conditions as either the Auctioneer or the Vendor shall deem fit at the risk and expense of the Purchaser who shall be liable for any deficiency together with all expenses of removal, commission, warehousing and other charges arising out of such default and the Auctioneer or the Vendor shall be entitled to recover same as and for liquidated damages. Without limiting the generality of the foregoing, the Auctioneer shall be entitled to recover from the purchaser -
- a) the amount of any commission upon the purchase which the Purchaser did not complete, the commission being determined by the agreement between the parties;
 - b) such sum for expenses and charges incurred by the Auctioneer in connection with or incidental to the auction and in respect of any such re-sale; and
 - c) where applicable, any GST, value added tax or any other tax relating to or arising from the sale of the property or any part thereof of the Vendor.
- 15** Furthermore, the purchaser shall take or cause to be taken all reasonable and proper steps so far as is reasonably practicable in order to ensure that, the lot or lots purchased shall be safe and without risks to health when properly used.
- 16** In these Conditions the word “Auctioneer” means Hymans Asset Management Pty Limited or any member of the Hymans Group (as determined by the originating office) except that where the context so permits it shall include the persons actually conducting the auction on behalf of Hymans Asset Management Pty Limited.
- 17** In these Terms and Conditions the word “Purchaser” refers to the registered bidder.

NOTES FOR REGISTERED BIDDERS

The following notes for registered bidders are supplementary to the above noted Terms and Conditions of Sale and are only intended to assist bidders in properly and conveniently affecting their purchases.

Special Notes -

A buyer’s premium of 13.5% + GST will apply on all lots sold.

The hammer price of all lots is GST exclusive and as such, GST of 10% will be added to the bid price and buyer’s premium. Example:

Bid Price:	\$100.00
Plus Buyer’s Premium:	\$ 13.50
Sub-total:	\$113.50
Plus GST:	\$ 11.35
Invoice Total:	\$124.85

- Site Management -** The Manager and contact details for this auction is:
- Angus McLennan 0405 343 340 (Auction Manager)
William Pattinson 0407 109 340 (Site Manager)
- Registration -** Buyers must register prior to bidding and obtain a bidder card from the auctioneer's clerk immediately upon entry to the auction premises.
- Deposits -** A deposit may be required at registration. The deposit will be immediately refunded in full if no lots are purchased by the buyer.
- If a buyer makes substantial purchases (to be determined by the auctioneer) a deposit of between 10% and 20% will be required prior to the conclusion of the auction.
- Payment Options -** Payment of invoices is required in either cash, bank cheque, Visa, MasterCard, Bankcard or EFTPOS only. ***Please note that a 1.12% surcharge will be applied to all credit card payments.***
- Company and personal cheques will be NOT accepted unless arranged prior to the auction with the auctioneers.**
- Direct deposit to the auctioneer's trust account is also available. Account details are as follows:
- Bank:* ANZ
Account Name: Hymans Asset Management – Trust Account
BSB: 012 003
Account Number: 837 774 833
- Company Cheques -** A letter of reference must be obtained **PRIOR TO THE AUCTION** from your bank as a general reference in respect to your credit worthiness. This reference need not be in specific terms but must state that in the normal course of business you have not been known to extend your accommodation. Failing to supply this reference will lead us to insist in payment in one of the other manners mentioned above.
- Insurance -** The bidder is at risk on the fall of the hammer on each lot and is therefore strongly advised to effect insurance immediately. Neither the auctioneer nor the vendor will be held responsible for any loss or damage to any lot after the fall of the hammer and buyers should be aware of the other terms affecting the sale that may preclude them from taking delivery of their lots immediately upon the fall of the hammer.
- Transfer of Title -** Title shall only pass at such time that accounts are fully paid.

Collection of Lots - Full payment must be made before any goods will be released.

Removal of goods will occur at the following times:

From the conclusion of the auction sale to 4:00pm

Thursday 5th November 8:30am to 5:00pm

Friday 6th November 8:30am to 5:00pm

Monday 9th November 8:30am to 5:00pm

Tuesday 10th November 8:30am to 5:00pm

NO DELIVERY AVAILIABLE OVER THE WEEKEND, SITE CLOSED!

Equipment that requires disconnection from water, electricity, gas or other such services is at the expense of the purchaser and disconnection work must be carried out by a **GOLD LICENCE** trade person. The licence must be presented prior to the commencement of works. Disconnection must be completed carefully and left in a neat manner.

All removal work will be inspected to ensure it complies with the above. If we are not satisfied with the removal work we reserve the right to request further work be carried out or undertake rectification work ourselves which will be charged to the Purchaser.

Please note there will be no forklift or other materials handling equipment available for use.

Payment will only be accepted from and delivery given to the Purchaser of the lots at the auction sale. Any transfer of lots between buyers can only occur after the lots have been removed from the site by the Purchaser at the auction sale.

Absentee Bids - Absentee bids may be left with the auctioneer's clerk by way of the Absentee's Bidding Form which is attached herein or can be obtained from the auctioneer's clerk, submit to auctions@hymans.com.au

First Right of Refusal - During the sale, we may offer the highest bidder "first right of refusal" over similar lots. For example, if there are ten identical units, the highest bidder on the first unit may choose to take one or all ten at the initial hammer price. Live simulcast bidders – watch the chat box to find out more. If the highest bidder chooses to take multiple lots, they will be sold to the highest bidder and will not be offered individually.

Mixed Lots - Any buyer who purchases a mixed lot, a scrap lot, an "allowance for items", or "contents", is responsible for the removal of all items within the scope of that lot. Any remaining items left onsite will be disposed of at the expense of the buyer.

RISK KEY CODE

Purchasers are required to carefully assess all possible risks associated with the operation of the asset in line with but not limited to, the following schedule of identifiable hazards:

Risk Code Hazard Advice / Action Required

- 0 No Apparent Hazards**
- Should only be used as per manufacturers specifications
- 1 Manuals & Service History**
- There are no manuals or instructions available
 - There is no service history or maintenance records
- 2 Electrical Items**
- Requires testing prior to use
 - All leads and adaptors should be tested by an accredited tester or electrician for faults and tagged in accordance with AS/NZS 3760 and AS/NZS 3000
 - Power must be isolated during cleaning or servicing
 - Must only be used with an earth leakage circuit breaker
- 3 Safety Apparel**
- Ear protection must be worn during operation; and/or
 - Face protection must be worn during operation; and/or
 - Eye protection must be worn during operation; and/or
 - Hand protection must be worn during operation; and/or
 - Foot protection must be worn during operation; and/or
- 4 Clothing**
- Appropriate clothing must be worn by the operator
 - Loose fitting clothing must not be worn
- 5 Safety Guards**
- Safety guards are fitted which must not be removed as detailed in AS 4024

Risk Code Hazard Advice / Action Required

6 Safety Guards

- Safety guards are missing
- Should not be operated until safety guards which meet with the manufacturers standards are fitted

7 Manual Handling

- Care must be taken when lifting heavy items
- Item containing glass or other fragile components must be carefully transported
- Be careful when removing items attached to walls in case they fall
- Secure all moving and removable parts prior to transporting items

8 Damaged Items

- Item is damaged as will be offered for sale as scrap only

9 Noise

- Must have the sound pressure level tested prior to commissioning and if over 85db(A) or if the impact noise is greater than 140db(A), then signage warning the users to wear hearing protection must be attached

10 Fire Fighting Equipment

- An accredited contractor must inspect and allocate a date tag in accordance with AS 1851-2005 Sect. 15 & 16 (6 monthly) and assess to AS 4655 (annually)
- Fire extinguishers - Clearly visible signs of both the fire extinguisher icon and fire extinguisher type must be installed above the fire extinguisher in accordance with AS 2444
- All fire extinguishers must be mounted not less than 100mm from the ground and not higher than 1200mm for the floor as detailed in AS 2444
- Once installed, all fire extinguishers should be made easily accessible and cleared of any obstacles
- Staff must be trained to use fire protection equipment in accordance with AS3745 and OH & S Chapter 4

11 Paper Shredders

- The operator must not place hands close to shredding blades

Risk Code Hazard Advice / Action Required

12 First Aid and Safety Equipment

- All contents to first aid kits / boxes / cabinets must be carefully checked and any expired stock must be disposed
- Once installed, a clearly visible sign of the first aid icon (green cross) must be installed above the first aid station
- All safety apparatus should be tested for relevant compliance prior to use or installation.

13 Decommission & Removal

- Requires a licensed tradesman or technician for decommissioning and re-installation

14 Calibrated Equipment

- Must be re-calibrated by a certified contractor prior to use

15 Contaminates

- Must be carefully checked and cleaned of contaminates from prior use

16 Equipment Under Pressure

- Must be certified by an accredited contractor in accordance with AS/NZS 3788 (bi-annually) and once relocated and installed, a certificate of currency must be displayed nearby

17 Forklifts & Attachments

- Where applicable, the operator must have a certificate of competency as per WorkCover regulations
- If ride-on, must be fitted with roll over protection
- If to be used on roads or public traffic areas, must be registered (NSW Conditional)
- Only attachments designed to be used with this model of forklift should be used
- The advised safe working load of all lifting attachments must not be exceeded

18 Pneumatic Tools

- Must be carefully inspected prior to deployment

Risk Code Hazard Advice / Action Required

19 Lifting Equipment

- Must be used only in line with manufacturers specifications
- The advised safe working loads must not be exceeded

20 Hydraulic Tools

- Must be carefully inspected prior to deployment

21 Gas Cylinders

- Must be adequately secured - by chain and/or with warning signage
- Must have a valid date stamp
- Must not be transported in an enclosed vehicle

22 Explosives

- Fastening charges must only be used as detailed in the Dangerous Goods Act 1975

23 Equipment Used at Heights

- Must be only be used in accordance with the manufacturers specifications

24 Dangerous Goods

- If classified as such under the NSW Dangerous Goods Act, Australian Dangerous Goods Code must be stored in accordance with that Act and Code

25 Ventilation & Extraction

- Adequate equipment must be used with this item
- This item must only be used in an area with adequate ventilation

26 Registration

- All mobile plant if to be used on roads or public traffic areas, must be appropriately registered
- All mobile plant must be roadworthy in addition to the above i.e. all warning lights and signals must be working

Risk Code Hazard Advice / Action Required

27 Professional Competency

- Must only be utilized by a skilled operator

28 Machinery Space

- Plant must have adequate work space surrounding it when commissioned to allow for loading and unloading of work pieces and materials and the safe working space for operators

29 Conveyors

- Must comply with AS 1755 regarding design, construction, installation and operations

30 Pipelines & Ducts

- Signs indicating the contents of pipelines must be installed in accordance with AS 1345

31 Licensing

- Only appropriately licensed personnel must operate