

Terms and Conditions

The following "Users Agreement" sets out the terms and conditions by which we provide and you may use the services provided by this web site.

When you register as a customer you are required to acknowledge you have read and accepted this agreement.

1. GENERAL

1.1 Terms & Conditions

A. The Users Agreement set out what you are permitted to do and what is not permitted. A breach of the agreement may result in us dis-enabling your account thus preventing you from being able to use our service.

B. We may, from time to time, be required by law, industry standard or company policy to update and amend this Users Agreement. These changes will take effect from the time of publication of this Users Agreement, so we suggest you re-acquaint yourself with it on an annual basis.

C. Individual auctioneers may have specific terms and conditions that apply to your relationship with them, these may relate to the specific jurisdiction they operate in or the types of product they sell. The terms of the agreement with the specific auctioneer will be read to act in conjunction with this User Agreement. Where there is an inconsistency between this User Agreement and the agreement you have with a particular auctioneer, the terms of the particular auctioneer are deemed to prevail.

D. The Purchaser agrees that the Company is acting as the authorised agent of the Vendor and any rights of the action he may have in respect of the lots purchased by him lie against the Vendor, not the Company. In the event that he wishes to take proceedings in respect of the said lots and the Vendor has not been named by the Company in its dealings with him to date, he agrees to request the name of the Vendor from the Company, and, provided the Company provides the relevant details, to proceed against the Vendor and not the Company.

E. The Occupational Health & Safety Act (1995) and the subsequent Regulations (1997) impose obligations in respect of safety for workers arising out of design, manufacture and supply of Plant & Equipment for use in the workplace and all customers must abide by these obligations.

1.2 Service Usage

a. The service is provided to you personally and is not to be on-sold to a third party.

b. We are permitted to remove any information on our site that is deemed to contravene and law or regulation pertaining from time to time or that we consider offensive.

c. If you engage in any fraudulent activity or activity that we consider may be fraudulent, likely to deceive or offend we may dis-enabling your account and take further action where remedy any damage caused.

1.3 System Stability & Integrity

a) We undertake at all times to do what we can to maintain a level of service with equal access to all.

b) You undertake not to do any act intended to interrupt the service provided by this site.

c) If, in our determination you have committed any act intended to compromise the security of our site, the data of our customers or the integrity of our service we may dis-enabling your account and take further action where remedy any damage caused.

d) The Auctioneer expressly states that in the event of a software failure, system failure, or general faults that compromise or fails the intended use and does not give all bidders and vendors the intended opportunities to either bid or sell, then the auctioneer and buyer both acknowledge that the Auctioneer absolutely reserves the right to cancel an invoice or not deliver

assets or equipment that may have been purchased by the buyer on an invoice may have been raised to the buyer. The Auctioneer states he has 48 hours from the closing time of the Auction to notify the buyer of the cancellation of the transaction as a result of software or system failure. The Auctioneer acknowledges and warrants he will provide a full refund with any buyers premium on any bid cancelled by the Auctioneer as a result of software or system malfunction.

2. REGISTRATION

- a. You must be able to form a legally binding contract (ie over 18 years of age or over, not an undischarged bankrupt, etc)
- b. Registration with us is required to use our service. To do so you must provide your name, address, email, password and phone number.
 - (i). You must not provide false or misleading personal information
 - (ii). You will endeavour to maintain your personal information as accurate.
 - (iii). You undertake to keep your login details and password secret to avoid any un-authorised use of our service.
- c. Your personal information provided during the registration process will only be used in the manner stipulated in our Privacy Statement.
- d. If we disable your account, you may not register again.

3. RIGHTS AND OBLIGATIONS

- a. Prior to placing a bid it is your responsibility to make yourself aware of the specific sales conditions surrounding each item, especially, but not limited to, the currency specified, the location of the item, its condition, payment options and the time in which it must be collected.
- b. A Bid placed at auction, either online, by absentee or in person, is an Offer to Purchase. Once a bid has been accepted by the auctioneer there is a binding contract between you and the auctioneer to purchase the item at the final bid amount plus any additional fees and charges associated with that item.
- c. Although all care and attention is paid when we describe and photograph items for sale, these are proved as guidance only and you should avail yourself of the inspection times to assure yourself of the exact nature and condition of the item you are bidding on.
- d. When you place a maximum bid, higher than the next bid increment your offer is for the Maximum bid amount.
- e. Engaging in any activity, either solely in concert with another aimed at manipulating the final bid price or corrupting the bidding process will result in immediate termination of your bidding privileges. To this end a bid cannot be withdrawn or amended once placed.
- f. If you are a successful bidder you are obligated to pay the final bid price plus the fees and charges associated with that purchase in the time limited specified from auction to auction and lot to lot. Failure to do so will entitle us to take what measures necessary to attempt to recover the monies owing, including, but not limited to, selling the item(s) to the under-bidder at their final bid amount. You will still be liable for any shortfall or loss resulting.
- g. Interest on the purchase of moneys outstanding from time to time on and from the date / time the payment is due will accrue, at the corporate overdraft reference rate for the time being charged by the Commonwealth Banking Corporation.
- h. No servant or agent of the Company is authorised to waive, add to or vary these conditions without written authority of the Company's Manager.
- i. It is a site option or preference to receive outbid notices and successful bid notices. These are provided for your information only, they are automatically generated and failure to receive such notices in no way impacts your obligations under the terms and conditions of this User Agreement.
- j. The Auctioneer states that all or any items may have reserve prices. The reserve price is not met unless an email is sent confirming a successful purchase. If the bidding has not reached reserve the Auctioneer will refer the highest bid to the Vendor, the highest bidder shall have first right of refusal in any referred bids. Once the bidder has refused any counter offers or

negotiations then the Auctioneer shall declare the goods open for negotiations with other potential purchasers.

k. Subject to any reserve price, the highest bidder shall be the Purchaser and in the event of any dispute arising, the lot may be reoffered. The Auctioneer shall be the sole arbitrator and his decision shall be final in all matters relating to the Auction.

l. The Purchaser shall complete the "Conditions of Sale" as set out in the Company's written policy. In default of these conditions the Auctioneer reserves the right to immediately resell such lots as he deems fit.

m. Brisbane Auction Galleries warns buyers that all plant & equipment offered for sale at Auction may not be fit for use in any workplace and that the buyer is responsible to ensure compliance with all necessary requirements under the Act and Regulations and that the plant and equipment is fit for its intended use in the workplace prior to being used for its intended purpose. Plant **MUST** be given a safety inspection prior to operation when it's purchased at auction. (Please refer to the Electrical Safety Guide for more information).

4. THE AUCTION PROCESS

4.1 The Auction Process

a. You must register with us to enable you to bid on any auction. Various auctions may require a registration fee which must be paid before any bids can be placed on that particular auction.

b. Implicit in placing a bid on any item is acceptance of the specific terms and conditions of that particular auction and that particular item.

c. Every auction has a specified auction Date and Starting time.

d. There are various auction Types and it is important to be aware of them as they will impact the way bids can be lodged and accepted.

No Online Bidding – these are traditional live auctions, which are typically being held in remote locations or have special conditions which prevent us from being able to offer online bidding. The information provided is there to help you in assessing the lots prior to the live auction.

Internet & Absentee Bidding Only – these are online auctions where there will be no traditional live auction. The only way to bid will be online. You will be able to follow the online auction as each lot is sold, one by one. You do not have to wait for your lot to be offered as you can leave a proxy (or maximum) bid on any lot at any time.

Live with Pre-Absentee Bids Accepted – this will essentially be a traditional live auction. You will be able to place an absentee bid via the web site, however the online bidding will close prior to the commencement of the live auction. This means you may be outbid at the live auction.

Complete with All Bidding Options – these auctions are traditional live auctions. You can bid in person at the live auction or bid remotely via this website during the live auction. The web site will follow the live auction as it progresses lot by lot; allowing you to watch and bid on each lot as it is being sold.

e. Bids placed on the web site can either be at one bid increment above the current bid amount or at a greater amount.

f. We reserve the right to set a Starting bid at any level, in the absence of such a minimum price being placed, the minimum will be \$1.

- g. A multiple lot is one where the Quantity (In The Quantity field) is greater than one (1). On a multiple lot the bidding is per unit. ie 12 x Dining Chair, a bid of \$10 for a quantity of 8 will obligate the bidder (if successful) to pay \$10x8 (\$80) plus any associated charges.
- h. The Purchaser acknowledges that any software included in sales of computer equipment may be under licence to the Vendor and that the terms and conditions of the License may restrict the use and transfer of the software. The Purchaser acknowledges that the company does not offer title to such software and it may or may not remain the property of the Vendor.
- i. We may, at our absolute discretion, cancel an auction, close it early, postpone an auction or reschedule an auction, for any reason. Such a decision would not be taken lightly and maybe as a result of vendor instruction, legal requirements or technical failings.
- j. An individual lot may be withdrawn from a particular auction or moved from one auction to another at our absolute discretion.
- k. Bids will be ordered according to the following determinates:
 - (i) the \$ bid amount
 - (ii) bid quantity bid amount (Multiple Lot only)
 - (iii) the time the bid was lodged
- l. Upon becoming the successful bidder, the Purchaser shall be responsible for guarding and securing any lots. The Auctioneer accepts no responsibility after the fall of the hammer for safeguarding of any lots. Ownership and title shall not pass to the Purchaser until all lots are paid for in full. Lots will not be available for removal upon part payment.

4.2 Auction Closure

- a. The auction closes at the end of the time specified for that lot and where there are no new successful bids in the closing time of the auction. This is typically the last 15 seconds of the sale, but may vary from auction to auction and will be specified on the Lot Details page if there is any variation. If there are any successful bids on a particular lot within the hot time, the countdown timer will be reset. When an auction is live the Auction Detail page will refresh the current bid amount and estimated closing time every few seconds. Some variation in the "Closing time" will be experienced. This may due to your connection to our server and consequently we accept no responsibility any consequences resulting from this variation. We highly recommend not attempting to place a bid at the last second.
- b. If in your preferences you have selected the option to receive successful bid notices, one will be emailed to you upon your bid being accepted. This is a provided as a courtesy only.

4.3 Collection of Goods

- a. All lots purchased must be paid for and removed by the date / time specified in the conditions of sale. No purchases may be removed from gated or secured areas until goods have been paid for and a collection slip has been obtained and a staff member marks off the goods as they are collected.
- b. The purchaser acknowledges that he is responsible for the safe collection of all equipment or goods purchased. The items are the property of the purchaser upon settlement and it is the sole responsibility of the purchaser to provide adequate & appropriate equipment and labour to safely collect any goods purchased.
- c. Auction staff are provided to assist in identifying purchasers goods - they are not responsible for loading or safely securing goods onto purchasers transport.

4.4 Time Zones

The starting time for an auction is specified in the Time Zone of the hosting auctioneer. As you may be in a different time zone, every lot has an estimated time until sale.

5. RETURNS

5.1 Return of goods

- a. Goods purchased at auction may not be returned. No allowances, refunds or warranties are offered with any lot whatsoever whether express or implied.
- b. If however, we have, by our description or representation of a lot, misled you and a physical inspection of the goods was not permitted or would not have revealed true nature of the goods they may be returned.
- c. If you need to return a lot, we must be notified in writing within 5 days of the auction date. As the proceeds of sale are remitted to the respective vendors approx. 5 days after the date of sale, the goods must also be returned to us within 2 days.

6. GST

The Auction Detail Page and Lot Detail Page will state whether the bid amount, the buyer's premium and any other fees are inclusive of GST (GST Inclusive) or exclusive of GST (GST exclusive).

7. DEFINITIONS

Buyers Premium = percentage of the Winner's Bid Amount as identified on the Lot Detail Page. The Buyer's Premium is payable in addition to and at the same time as the Bid Amount, and will form part of the total Invoice Amount to be paid. The GST component of your purchase will be clearly displayed on your invoice.

Lot Detail Page/catalogue is the page on the web site that contains all the information about a particular lot.

Privacy Statement is the statement so named and available from the page menu at the base of the Home Page.

Auction Detail Page is the page on the web site containing the specific information regarding a particular auction.

This Users Agreement is governed by and will be construed according to the law of Australia and its States and Territories.

The auctioneer and you are subject to the jurisdiction of the courts of Australia and its States and Territories.

We may, from time to time, be required by law, industry standard or company policy to update and amend our User Agreement. These changes will take effect from the time of publication of this User Agreement, so we suggest you re-acquaint yourself with it on an annual basis.