

TRUCK & SUPER DOG

**EXPRESSION OF INTEREST
LOCATION: HOBART, TAS**

CLOSING FRIDAY 18 AUGUST AT 5:00PM AEST

We have a Western Star Truck and Super Dog available to purchase via Expression of Interest on behalf of FleetPartners.

2010 WESTERN STAR 4800 FX

- Build date: 06/2010
- Showing 573,381KM
- Detroit S60
- Eaton Fuller Automatic

2010 HERCULES Trailer

- Build date: 01/2010
- Roll tarps
- Lined body

Transport available nation wide.



Buyers Fee of 9% will apply.



TRUCK
& MACHINERY



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VIEWING:
Monday to Friday
8:00am to 5:00pm

FOR EXPRESSION OF INTEREST

Terms & Conditions of Expressions of Interest

SUBMISSION OF EXPRESSION OF INTEREST AND NOTIFICATION

1. Form: All Offers must be in writing, display the correct Expression of Interest number and the Offeror warrants all information provided is true and correct. The submission of an Offer constitutes acceptance of these Terms and Conditions. An Offer may not be withdrawn.
2. Closing Time:
3. Lodging: Offers must be lodged at Manheim by one of the following means:
 - **Mail:**
Attention:
Manheim Pty Ltd
 - **Email:** To be sent to
4. **Seller's Discretion:** The highest or any Offers will not necessarily be accepted. The Seller or the Agent may withdraw any Item from sale.
5. **Delays:** Neither the Seller nor Agent will be liable for or take any responsibility for Offers not received by the Expression of Interest Closing Time for any reason, including (but not limited to) industrial disputes, electronic or technical difficulties.
6. **Notification:** The successful Offeror (Purchaser), if any, will be notified by email or fax using the contact details provided in the successful Offer within 5 business days of the closing date specified. Unsuccessful Offerors may not be notified.

PAYMENTS, TITLE TO AND RISK IN THE ITEM

7. All Offers and payments are to be expressed in and paid in \$A (Australian).
8. The Purchaser must immediately pay upon advice from the Agent that the Offer was successful, a deposit of 10% of the purchase price or \$500 whichever is greater in cash or bank cheque and pay the balance in cash or bank cheque, Bpay, Direct Debit, or Credit Card (over the counter only) by 4.00pm (Melbourne time) one Business Day after sale. A failure to make full payment by 4.00pm one Business Day after the sale may incur a late payment fee.
9. All payments being made direct to the bank by EFT must go to the Agent's Bank Account as nominated in the Agents tax invoice.
10. Ownership of the Item passes when the Agent receives notice of clear title and clear funds on the full payment for the Item. The Purchaser is only entitled to possession when this occurs. On the transfer of the Item, the Seller warrants clear title to the Purchaser.
 - a) The Offeror is responsible for conducting a search of the Personal Property Securities Register (PPSR) maintained pursuant to the Personal Property Security Act 2009 (Cth) (PPSA) to ascertain whether any security interests are recorded in relation to the Item.
 - b) The Seller represents and warrants to the Offeror and the Agent that the Item is not subject to a security interest of any kind including without limitation under the PPSA (other than a security interest in favour of the Seller which will be released at or prior to the time title in the Item is intended to pass to the Purchaser).
11. Unless otherwise stated the Item will be available for collection by the Purchaser following receipt of full payment, by appointment only, from the location at which the item was available for inspection. All Items must be cleared from the collection location by 4:00pm one Business Day after receipt of clear funds. Storage fees may apply for a late collection.
12. The Purchaser must arrange for the collection of the Item using appropriate vehicles and equipment which comply with all applicable laws, including occupational health and safety and road safety related laws and codes. If the Purchaser's vehicle or equipment is, in the reasonable opinion of the Seller or Agent, considered to be unsafe for the purpose or otherwise in breach of relevant laws, the Seller or Agent may refuse to allow the Item to be collected and any consequent cost, loss or damage, including storage fees where applicable, will be at the Purchaser's expense.
13. All Items shall be at the Purchaser's risk from the time of notification that their Offer has been successful and title has been transferred.
14. Neither the Seller nor the Agent shall be responsible for any damage to property or injury to or death of persons incurred during the removal of a

purchased Item.

TAXES, CHARGES AND FEES

15. All bid prices are GST inclusive.
16. At the time of final payment for the Item, the Purchaser will be required to pay a Buyers Administration Fee of 9% of the Offered price inclusive of GST. Note this fee is in addition to the successful Offer price of the Item.
17. All cost associated with the purchase of the Item, including but not limited to, duties, taxes, item removal, transport, decommissioning and storage cost, are to be paid by the Purchaser.

EXCLUSION OF WARRANTIES, DESCRIPTION, CONDITION, SUITABILITY OF THE ITEM

18. All Items having been made available for inspection prior to the closing of the Expression of Interest, any description of the Item (including any photographs or other depictions) is provided by the Seller for guidance only and on the strict understanding that:
 - a) All Items having been made available for inspection are deemed that they have been inspected by or on behalf of the Offeror. All Items are offered for sale "as is where is" that is, in their current state of repair and condition, with all defects and faults (if any) latent, patent or otherwise. The Purchaser is not entitled to cancel any purchase because the Item was not accurately described.
 - b) The Item is a used Item and will be subject to wear and tear and other possible damage or faults. The Offeror must satisfy themselves by inspection or otherwise as to all aspects of the Item.
 - c) Where the Item is comprised of multiple parts then any description and photos are of necessity general and cannot necessarily be considered to be a representation of the whole.
 - d) Offerors should satisfy themselves as to the accuracy of all information by their own inspection and cannot rely on any representation of the Agent. No error or mis-description shall vitiate the sale and the Purchaser shall be bound to take delivery of the Item sold without allowance or abatement in price. Any deficiency in the quantity described shall not vitiate the sale, and neither the Agent nor the Seller shall be bound to deliver more than is in their possession.
 - e) **No Exclusion of Legislation**
To the full extent permitted by law, and notwithstanding the contents of or any description given in any catalogue, advertisement, Road Test report, engineers' report, or other materials issued by any member of the Agent, all conditions, warranties, guarantees (including without limitation as to the condition, quality, fitness for purpose, merchantability or compliance with description of an Item), rights remedies, liabilities and other terms implied or imposed on any member of the Agent by statute, custom or the common law are excluded from this Agreement. If a supply under this Agreement is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law, provided that, to the extent that the Australian Consumer Law permits any member of the Agent to limit its liability, then liability shall be limited to:
 - i) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
 - ii) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.
 - f) Where any description of Item, including any photographs, includes a reference or depiction as to the inclusion of specific features, then unless expressly stated no warranty or reassurance is given that the specific features are fitted, complete, functioning or fit for the purpose for which they were designed.
 - g) The Offeror will independently verify any information which is important to its purchasing decision.
 - h) **Limitation of Liability**
 - i. To the full extent permitted by law and subject to clause 18 e), neither the Seller nor the Agent will be liable for any loss, damage, cost or expense suffered or incurred by a buyer arising out of the sale and purchase of an Item.
 - ii. Subject to clause 18 e), the Purchaser agrees and acknowledges that no member of the Agent accepts any liability or responsibility to the Purchaser

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or any third party arising from any indirect or consequential loss, damage or expense of any kind or nature and the Purchaser releases and forever discharges each member of the Agent from any such liabilities and any claims, demands, or causes of action in respect thereof.

iii. Subject to clause 18 e), no member of the Agent accepts any responsibility for any interpretation which may be placed upon the information provided to the Purchaser.

- i) Subject to clause 18e) the Purchaser agrees to indemnify each member of the Agent for the full amount of any claim, suit or demand and all costs of such a claim, suit or demand (including without limitation, legal costs on a full indemnity basis) made by the Purchaser or any other person in relation to an offer. This clause 18 i) survives termination of these terms and conditions for any reason and does not merge upon completion.
 - j) Circumstances beyond the Agent's reasonable control
No member of the Agent is responsible for or otherwise liable for any delay in, or failure of, performance to the extent that any delay or failure is due to circumstances beyond its reasonable control including, without limitation, strikes, lockouts and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.
19. The Agent does not make any representations or provide any undertakings to the Offeror other than to invite an Offer. The Agent is not obliged to negotiate, or sign a contract, with the Offeror.
20. The information in this document has been compiled by the Agent for the purpose of inviting expressions of interest and must not be relied upon for any other purpose.

OCCUPATIONAL HEALTH AND SAFETY AND GENERAL LEGAL REQUIREMENTS

No representation or warranty as to compliance of Item

21. In relation to any general regulatory compliance and any risk presented by the Item to health or safety and, and subject to any laws:
- a) Unless otherwise specifically stated in writing by the Agent neither the Seller nor the Agent warrant that the Item complies with the requirements of any relevant legislation, code of practice, Australian or International Standard.
 - b) Where the Item may be used in a workplace and it is reasonably practicable to do so the Agent has requested the Seller to:
 - i. Provide and display a statement with that Item to indicate its present condition including hazards to health or safety.
 - ii. Supply where relevant certificates, operations manuals, service history and any other relevant records (collectively "Records") required by occupational health and safety laws etc. which may exist for the Item.
 - c) No warranty or assurance is given by the Seller or the Agent as to the accuracy and completeness of any statement or certificates, operations manuals, service history and any other relevant records provided to the Purchaser pursuant to paragraph (b) above; and
 - d) The Offeror acknowledges and accepts their own legal responsibility to ensure that the Item complies with all regulatory requirements before use, including under occupational health and safety legislation and other safety related legislation (for example electrical and gas). Without limiting the generality of the legal obligations this includes the conduct of a risk assessment of the Item by a competent person and any necessary measures to ensure compliance before the Item are installed, commissioned or used.

REGISTRABILITY OF VEHICLES, VESSELS, PLANT OR EQUIPMENT

22. Where the Item comprise registrable vehicles, vessels, plant or equipment then unless specifically stated in writing by the Agent:
- a) The Item is sold as unregistered; and
 - b) No warranty or representation is made that the Item are in a condition, or is capable of being put into a condition which will allow such registration.

GENERAL

23. Upon any Offeror failing to comply with any of the above conditions any money deposited in part payment shall be absolutely forfeited and all Items

uncleared may be resold and the deficiency (if any) on such resale, together with all cost and charges consequent upon such resale, shall be made good by the defaulter at this sale.

24. Potential purchaser's wishing to inspect the Item will be required to comply with site access requirements.
25. All Offers submitted must be bona fide and must not be fixed or adjusted in collusion (or otherwise in accordance with any arrangement or agreement) with any third party (including but not limited to providing information relating to intended Offers or attempting to manipulate the sale in any way). If the Agent becomes aware of any form of collusive activity by an Offeror, the Agent may terminate the Offeror's right to participate in the expression of interest or if the Offer has been accepted by the Agent, the Agent may terminate any contracts that were entered into by the Offeror relating to the Offer.
26. The Offeror must not give or offer anything to the Agent or any employee of the Agent or their families as an inducement or reward, which could in any way tend to influence the actions of that person in relation to the tender process.
27. All documents submitted in connection with the expressions of interest process become the property of the Agent on submission.
28. Offers
- a) By submitting an Offer:
 - i) The Agent is granted an irrevocable, perpetual, royalty free license to reproduce the whole or any portion of the Offer for the purposes of evaluation, notwithstanding any copyright or other intellectual property right that may subsist in the Offer; and
 - ii) It is agreed that the Agent may disclose the Offer, along with any other information disclosed to Manheim during the expression of interest process.
 - A. to the Agent's board of directors, management, consultants and advisers; or
 - B. as required by law.
29. Information supplied by the Agent
- a) The information contained in this invitation for expressions of interest is confidential to the Agent and is issued on the condition that the Offeror only use this document and the information it contains for the purpose of preparing an Offer.
 - b) The Offeror must keep confidential this invitation for expressions of interest and all negotiations, documents and other information supplied by the Agent during the expression of interest process and must not disclose such information to a third party except as may be required by law.
30. You must provide any additional information reasonably requested by the Agent in order to evaluate an Offer.
31. These terms and conditions represent the entire understanding between the Offeror, Purchaser and the Agent.
32. Each indemnity in this document is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this document.
33. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this document.
34. The Offeror accepts that despite the Agent's reasonable precautions, an Item may be listed at an incorrect price or with incorrect information.
35. The Agent reserves the right to cancel any purchase transaction, even if the Purchaser has paid the purchase price for the Item. The Agent reserves this right up until the time the Purchaser collects the Item. If the Agent exercises this right, the Agent will refund to the Purchaser any purchase price that the Purchaser has paid.
36. Subject to clause 18 e) and in addition to clause 18 a), the Agent does not accept any responsibility for damage sustained to vehicles or equipment through the normal use of forklifts or other equipment to load, unload and shift damaged and non mobile vehicles.
37. It is acknowledged the Agent acts for the Seller. If any dispute arises in relation to the supply of an Item(s) (whether before or after the Agent has paid the Seller the proceeds of any sale) the dispute will be between the Purchaser

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and the Seller and the Offeror acknowledges and agrees the Agent will be excluded from any subsequent action or court proceedings. If the Agent is subsequently included in any such action or proceedings, the Purchaser agrees to indemnify the Agent for any liability or costs incurred by the Agent in relation to such action or proceedings.

PRIVACY

38. The Agent protects the privacy of individuals in accordance with the Privacy Act 1988 (Cth) (Privacy Act).
- a) The Offeror agrees that it will only collect, hold, use, disclose or otherwise deal with any personal information (as defined in the Privacy Act) (Personal Information) disclosed by the Agent or the Seller for the purpose in which it was disclosed.
- b) The Personal Information collected at the time of completion of this expression of interest and otherwise in connection with it is collected by the Agent for the purpose of complying with this process and may be disclosed to the Seller, the Agent's related bodies corporate and other third parties (such as delivery contractors and roads and licensing authorities for this purpose). The Agent is required and/or authorised to identify the buyers and sellers of vehicles under applicable Commonwealth, State and Territory legislation including the Motor Car Traders Act, Australian Consumer Law and Fair Trading Act and Unclaimed Money Act. Details are available in the Agent's Privacy Policy which may be accessed at www.manheim.com.au
- c) It is not likely that the Personal Information collected will be disclosed to any third parties located overseas.
- d) If the Personal Information requested is not provided, the Offeror may not be able to bid or purchase an Item from the Agent.
- e) The Agent's Privacy Policy contains information about how individuals may:
- Access and correct the Personal Information held about them by the Agent;
 - Complain to the Agent about a breach of privacy and how the Agent will deal with such a complaint.
- f) Any queries about privacy can be directed to the Agent's Privacy Officer, PO Box 34 Altona North, Victoria 3025, by email at privacy@manheim.com.au or by telephone on (03) 9922 6555.

INTERPRETATION

Terms have the following meaning:

- "Agent" Means Manheim Pty Ltd and its related bodies corporate
ABN, 79089074206
- "Business Days" Means Monday to Friday inclusive but excludes a day that is in whole or part observed as a public holiday in the State or Territory in which the sale process is being managed, that is the State or Territory of the mailing address in clause 3 of these Terms and Conditions.
- "Item" Means the Item the subject of this request for Expression of Interests.
- "Seller" Means the person selling the Item the subject of this request for Expression of Interests.
- "Offer" Means the amount being submitted by the Offeror in response to the Tender or Expression of Interest
- "Offeror" Means the person submitting an off for Tender or Expression of Interest for the purchase of the Item.
- "Purchaser" Means the Offeror who has been informed by the Agent that their Offer was successful

TRUCK & SUPER DOG

EOI CLOSING FRIDAY 18 AUGUST AT 5:00PM AEST

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I/We (full name of persons or Company expressing interest):

of (full address):

Phone: ()

Mobile:

Email:

Signature:

Title (if signing on behalf of a company):

do hereby agree to the Terms & Conditions of Expression of Interest as listed above and offer the following amount(s) as full payment for the goods.

I acknowledge that if I am successful, I will be charged and agree to pay a Buyers Administration fee on the final agreed purchase price to the Agents.

Buyers Administration fee will apply to all lots sold.

Lot No.	Description	\$ (AUD)	Amount in words
1	1 x 2010 Western Star 4800 FX Truck		
2	1 x 2010 Hercules Trailer		