

## Terms & Conditions are current as at August 2017

**When you apply to become a Registered Bidder, you are making representations to each member of the Manheim Group and also agreeing to the following important conditions. You should ensure you have read this Agreement prior to registering and making any bid at a Manheim Sale. If you bid at any Manheim Sale you will be subject to this Agreement.**

### 1. USE OF WEBSITE

#### 1.1 Access to Online Sales

1.1.1 Your viewing and use of the Website and the Online Sales System is governed by and subject to You agreeing to this Agreement.

1.1.2 By applying to become a Registered Bidder, logging onto and using the Website and the Online Sales System, making or purporting to make a Bid at any Auction Sale or submitting or purporting to submit a Tender at any Tender Sale, You irrevocably submit that You:

- (a) have read, understood and will comply with this Agreement; agree to be bound to this Agreement;
- (b) have examined to the best of Your ability and knowledge all information relevant to the risks, contingencies and other circumstances affecting the Website and Online Sales System; and
- (c) have had an opportunity to clarify any questions or issues in relation to the Website or the Online Sales System. You may enquire by telephoning the Manheim Service Desk on 1800 001 278 Option3.
- (d) Acknowledge Manheim as the auctioneer, is acting as an agent for the Seller. If any dispute arises in relation to the supply of an Item(s) (whether before or after Manheim has paid the Seller the proceeds of any sale) the dispute will be between the prospective buyer and the Seller and I acknowledge and agree Manheim will be excluded from any subsequent action or court proceedings. If Manheim is subsequently included in any such action or proceedings, I agree to indemnify Manheim for any liability or costs incurred by Manheim in relation to such action or proceedings, except to the extent caused or contributed to by the negligence of Manheim.

### 2. REGISTRATION OF BIDDERS

2.1 Bidders must be registered to participate in Sales.

2.1.1 A person may not participate in a Sale as a Bidder at an Auction or by submitting a Tender unless the person is a Registered Bidder under clause 2.2.

2.2 Applications for Registration

2.2.1 You may apply to Manheim to become a Registered Bidder to participate in Sales by completing the online application form (Application).

2.2.2 By submitting an Application to Manheim, You represent and warrant to Manheim that all information provided by You to Manheim is complete and accurate.

2.2.3 Manheim may accept or reject an Application in its absolute discretion by notice to You. If Manheim accepts the application, You become a Registered Bidder for the purposes of this Agreement.

2.2.4 Manheim will require You as a Registered Bidder to provide your credit card details before providing You access to the Online Sales System. You are required to maintain current credit card details while You are a Registered Bidder.

2.2.5 You acknowledge that Manheim may in its sole and unfettered discretion carry out a Document Verification Service check on personal identifiers supplied by You at any time during or after the registration process through any of Manheim's third party service providers (DVS Check).

2.2.6 In accepting these terms and conditions, You give consent and authority for Manheim to carry out a DVS Check on Your personal identifiers for the purposes of verifying Your identity or information supplied by You in the Application.

2.2.7 You acknowledge that Manheim is reliant at all times on information provided by You and nothing by way of Manheim conducting a DVS Check limits in any way Your obligation to provide correct and accurate information pursuant to these Terms and Conditions.

2.2.8 In the event a DVS Check results in a failure of matching results between the information supplied by You and the results of the DVS Check, Manheim may in its sole and unfettered discretion exercise its immediate termination rights as set out in clause 7.

2.2.9 If the Registered Bidder fails to comply with any of the terms and conditions, Manheim reserves the right to be reimbursed for all costs, fees and charges pertaining to an Online Sale reasonably incurred by Manheim. Manheim may, apply these costs, fees and charges against the credit card details provided in clause 2.2.4. In the event a credit card is not available, Manheim is entitled to be paid any costs, fees and charges pertaining to the Online Sale reasonably incurred by Manheim on demand.

2.2.10 Registered Bidders have access to the Website and the Online Sales System for the purpose of participating in a Sale only and provided they comply with this Agreement at all times.

2.3 Use of login and password

If Manheim provides You (or an individual who You nominate) with a login and password to use the Online Sales System You:

- 2.3.1 acknowledge that the login and password are for the personal use of the named entity;
- 2.3.2 agree to maintain the confidentiality of the login and password both separately and as a pair;
- 2.3.3 agree not to disclose the login or password to any other person;
- 2.3.4 agree, where a login and password are provided to an individual at Your request, to ensure that the individual complies with clauses 2.3.1 to 2.3.4;
- 2.3.5 accept full responsibility and indemnify Manheim for any expenses, loss, damage, costs, demands or liabilities incurred by Manheim directly or indirectly, out of or in connection with, the use, including (without limitation) any improper or unauthorised use of the login and password except to the extent caused by the negligence of Manheim;
- 2.3.6 agree to only access the Website and Online Sales System for legitimate and lawful purposes and in accordance with any instructions or directions given to You on the Website or Online Sales System from time to time; and
- 2.3.7 agree and acknowledge that Manheim may, in its absolute discretion, withdraw or restrict your access to the Website or Online Sales System at any time and without reason, explanation or prior notice.

### 3. TERMS AND CONDITIONS OF SALE

3.1 Definition of Auction or Tender Sales

Prior to the commencement of the Sale Process for an Item, Manheim may nominate that the Item is for sale by Auction Sale or Tender Sale.

3.2 Auction Sales

All Auction Sales conducted by or in conjunction with the Online Sales System are subject to the Online Auction Sales Terms and Conditions.

3.3 Tender Sales

All Tender Sales conducted by or in conjunction with the Online Sales System are subject to the Online Tender Sales Terms and Conditions.

3.4 Registration

All vehicles are sold as unregistered unless expressly stated to the contrary.

3.5 You must disclose to Manheim at the time of becoming a Registered Bidder and prior to any bidding, that there is an intention to purchase an Item for export purposes. Your ability to purchase an Item in this manner is at the discretion of Manheim and subject to the Seller's consent. In the event this type of purchase is permitted you are required to comply with all legislated disclosure requirements and Manheim's reasonable directions.

### 4. SUSPENSION OF SERVICE

4.1 No Warranty or Representation of Availability

Manheim expressly disclaims any representation or warranty that the Online Sales System will be available for use by You at all times or at any particular time, during and for the duration of any particular Sale Process or at all.

4.2 Interruption to Service during Sale Process

If the Online Sales System is interrupted (either generally or to a particular Bidder(s) or person(s)) for any reason during a Sale Process (whether by way of suspension by Manheim under clause

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4.3 or otherwise) Manheim may, but is not obliged to, declare the Sale Process void and recommence the Sale from the beginning.

4.3 Suspension of Service

4.3.1 Manheim may from time to time suspend the provision of the Online Sales System.

4.3.2 Where possible, Manheim will notify You in advance of the time and duration of any suspension of the Online Sales System, but does not represent or warrant that it will do so on every occasion, on any particular occasion or any occasion at all.

### 5. LIABILITY AND INDEMNITY

5.1 Necessary Authority

If You make use of the Online Sales System, whether for You or another person, You acknowledge and warrant to Manheim that:

5.1.1 You have the full authority to engage in the transactions You undertake;

5.1.2 You will be liable for all costs, fees, charges and other amounts which may become payable to Manheim or any other person as a result of the use of the Online Sales System;

5.1.3 You are properly authorised to provide Manheim with any information which You provide;

5.1.4 You are not breaching any obligation of confidence or any requirement of any applicable law relating to the privacy of Personal Information by providing the information to Manheim; and

5.1.5 all information You provide to Manheim is true and complete to the best of Your knowledge.

5.2 Manheim shall not be responsible for any damage to property or injury to persons incurred during the removal of Items except to the extent caused by the negligence of Manheim.

5.3 Subject to clause 5.5, the Registered Bidder is not entitled to cancel any transaction on the basis that the Items were not accurately described.

5.4 Subject to clause 5.5, all Items, having been made available for inspection prior to Sale, are offered for sale 'as is, where is' with all faults (if any).

5.5 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 Manheim Group, 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 Manheim Group 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, nothing contained in this Agreement excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, to the extent that the Australian Consumer Law permits any member of the Manheim Group to limit its liability, then its liability shall be limited to:

5.5.1 in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and

5.5.2 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.

5.6 You acknowledge that You are responsible for conducting a search of the Personal Property Securities Register (PPSR) maintained pursuant to the Personal Property Securities Act 2009 (Cth) (PPSA) to ascertain whether any security interests and write off notifications are recorded in relation to the Item.

5.7 You acknowledge that any information provided by Manheim in relation to any Items reflects the information provided to Manheim by the Seller, and, Manheim has not independently verified its completeness or accuracy. Manheim does not

give any warranty as to the completeness or accuracy of any information provided to You about any sale of Items, including without limitation any information in relation to the distance travelled by a vehicle or its machine or engine hours and Manheim will not be liable for any loss, damage, cost or expense suffered or incurred by a buyer arising out of incorrect or incomplete information. You agree to independently verify any information which is important to Your purchasing decision.

5.8 You acknowledge and agree that catalogues may be subject to change and update from time to time. Manheim reserves the right to withdraw Items from sale and to clarify any product descriptions prior to the commencement of bidding at auction.

5.9 Limitation of Liability

5.9.1 To the full extent permitted by law and subject to clause 5.5, neither the Seller nor Manheim 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 except to the extent caused by the negligence of Manheim, or a breach of this Agreement by Manheim.

5.9.2 Subject to clause 5.5, You agree and acknowledge that no member of the Manheim Group accepts any liability or responsibility to You or any third party arising from any indirect or consequential loss, damage or expense of any kind or nature and You release and forever discharge each member of the Manheim Group from any such liabilities and any claims, demands or causes of action in respect thereof.

5.9.3 Subject to clause 5.5, no member of the Manheim Group accepts any responsibility for any interpretation which may be placed upon the information provided to You.

5.9.4 Subject to clause 5.5, any deficiency in the Items sold shall not vitiate the sale, but neither the Seller nor Manheim shall be bound to deliver more than is in their possession.

5.10 Indemnity

Subject to clause 5.5, You agree to indemnify each member of the Manheim Group 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 You or any other person in relation to a Sale or Your use of the Online Sales System or the Website. This clause 5.10 survives termination of this Agreement for any reason and does not merge upon completion.

5.11 Circumstances beyond Manheim Group's reasonable control

No member of the Manheim Group 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.

### 6. PRIVACY

6.1 Manheim protects the privacy of individuals in accordance with the Privacy Act 1988 (Cth) (Privacy Act).

6.2 You agree that You will only collect, hold, use, disclose or otherwise deal with any personal information (as defined in the Privacy Act) (Personal Information) disclosed to You by Manheim or the Seller for the purpose in which it was disclosed.

6.3 The Personal Information collected from you at the time of registration and otherwise in connection with this Agreement is collected by Manheim for the purpose of complying with this Agreement and may be disclosed to the Seller, Manheim's related bodies corporate and other third parties (such as delivery contractors and roads and licensing authorities for this purpose). Manheim 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 Manheim's Privacy Policy which may be accessed at [www.manheim.com.au](http://www.manheim.com.au).

6.4 It is not likely that the Personal Information collected at the time of registration and/or updated by You hereafter and otherwise collected in connection with this Agreement will be disclosed to any third parties located overseas.

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6.5 If the Personal Information requested at the time of registration is not provided, You may not be able to bid or purchase Items from Manheim.

6.6 Manheim's Privacy Policy contains information about how individuals may:

6.7.1 access and correct the Personal Information held about them by Manheim;

6.7.2 complain to Manheim about a breach of privacy and how Manheim will deal with such a complaint.

6.8 Any queries about privacy can be directed to Manheim's Privacy Officer, PO Box 34 Altona North, Victoria 3025, by email at [privacy@manheim.com.au](mailto:privacy@manheim.com.au) or by telephone on (03) 9922 6555.

### 7. TERMINATION

7.1 Termination by Manheim

7.1.1 Manheim may terminate this Agreement and cease to provide access to the Online Sales System to You for convenience by giving reasonable notice to You.

7.1.2 Without limiting any other right of Manheim, Manheim may terminate this Agreement:

(a) immediately if Manheim reasonably suspects You have engaged in fraudulent or illegal conduct in relation to the auction;

(b) Subject to clause 7.1.2(a), if You breach this Agreement and:

- i. fail to rectify the breach as directed by Manheim within a reasonable time period specified by Manheim (which need not be more than 2 Business Days); or
- ii. the breach is incapable of remedy.

7.2 Termination by You

You may cease to remain a Registered Bidder by notice in writing by email via the website account or by mail to Manheim, provided that You do not have any active or outstanding Bid or Tender in the Online Sales System. Any purported termination of this Agreement by You does not release You from, or affect, any accrued obligation under this Agreement.

7.3 Consequences of Termination

Upon termination of this Agreement:

7.3.1 You must immediately cease to use the Online Sales System;

7.3.2 If the termination is for default by You, any amounts You owe to Manheim, whether under this Agreement or otherwise become immediately due and payable; and

7.3.3 You must destroy or delete any copy of the Online Sales System or any information collected from the Online Sales System You have in Your possession or under Your control.

### 8. GENERAL

8.1 Notices

8.1.1 Manheim may give You notice of any matter or thing required or permitted to be notified to You under this Agreement by either:

(a) sending You an email to an electronic mail address nominated by You; or

(b) posting the notice to the Website.

8.1.2 Such notice takes effect and is deemed served from the time the electronic mail message leaves the Manheim system or is visible on the Website, as the case may be.

8.2 Governing Law

Except to the extent any specific State, Territory or Commonwealth laws applying to the sale of particular Item, this Agreement shall be governed by and construed in accordance with the law for the time being in force in Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.

8.3 Personal Knowledge

A reference to a matter being to the knowledge of a person means the matter is to the best of the knowledge and belief of the person after making proper enquiry including enquiry which a reasonable person would be prompted to make by reason of knowledge of a fact.

8.4 Severance

If any provisions of this Agreement are found to be invalid or unenforceable, then that provision will be read down or severed and that invalidity or unenforceability does not affect the validity or enforceability of the other terms and conditions.

8.5 Whole Understanding

This Agreement represents the entire understanding between You and Manheim.

8.6 Variation of this Agreement

8.6.1 Manheim may amend this Agreement (including any fees charged by Manheim to You) at any time by giving You at least 30 days' notice, either by sending a notice of variation to your email or postal address (as set out at the time of your registration) or by posting the notice of the variation to the Website (Notice of Variation).

8.6.2 If You do not agree to be bound by the varied Agreement, You may, subject to clause 7, terminate this Agreement by notifying Manheim in writing within 30 days of the Notice of Variation.

8.6.3 If You do not notify Manheim within 30 days of a Notice of Variation that You wish to terminate this Agreement, You agree to be bound by the Agreement as varied.

8.7 Waiver and Exercise of Rights

8.7.1 A single or partial exercise or waiver of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.

8.7.2 Subject to clause 5.5, no party will be liable for any loss or expenses incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

8.8 No Relationship

No party to this document has the power to obligate or bind any other party. Nothing in this document will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the parties.

8.9 Survival of Indemnities

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.

8.10 Enforcement of Indemnities

It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this document.

8.11 No Merger

The warranties, undertakings, agreements and continuing obligations in this document do not merge on completion.

8.12 Rule of Construction

In the interpretation of this document, no rule of construction applies to the disadvantage of the party preparing the document on the basis that it put forward this document or any part of it.

8.13 Interpretation

In this Agreement, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

### 9. DEFINITIONS

In these terms and conditions, unless expressed or implied to the contrary:

Agreement means this document and includes all Schedules and Annexures to it.

Online Auction Sales Terms and Conditions means the terms and conditions under which Auction Sales under this Agreement will be conducted as set out in Annexure A.

Auction Sale means a sale or prospective sale by auction of an Item conducted by way of the Online Sales System in accordance with this Agreement including the Online Sales Terms and Conditions.

Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

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Bid means an offer to purchase an Item at a specified price in an Auction Sale.

Bidder means a person who has made or purported to make a Bid.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Victoria, Australia.

Buyer Administration Fee also referred to as Buyer Auction Fees means fees payable by Buyer on successful bid

Item means any good made available for purchase by Auction Sale or Tender Sale under the terms of this Agreement.

Manheim means Manheim Pty Ltd ACN 089 074 206

Manheim Group means Manheim and each related body corporate (as that term is defined in section 50 of the Corporations Act 2001 (Cth) of Manheim and any agent, officer or employee of any of them.

Offer means a response to a Tender.

Online Sales Terms and Conditions means the terms and conditions under which Auction Sales under this Agreement will be conducted as set out in Annexure A.

Online Sales System means the online system used by Manheim to perform Sales online.

Online Tender Sales Terms and Conditions means the terms and conditions under which Tender Sales under this Agreement will be conducted as set out in Annexure A.

Registered Bidder means a person who has agreed to be bound by the terms of this Agreement and been accepted by Manheim to participate in Sales under clause 2.

Sale means a sale, agreement to sell or prospective sale of an Item by Auction Sale or Tender Sale under this Agreement.

Sale Process means the process by which an Auction Sale or Tender Sale is conducted until the successful buyer's Bid or Tender (if any) is accepted by or on behalf of the Seller of the Item or the Item is withdrawn by Manheim.

Security Interest means 'security interest' as defined in the Personal Property Securities Act 2009 (Cth) and any regulations under that Act.

Seller means the person selling an Item.

Tender means an offer to purchase an Item at a specified price in a Tender Sale.

Tender Sale means a sale or prospective sale of an Item by tender conducted by way of the Online Sales System in accordance with this Agreement including the Online Sales Terms and Conditions.

You and Your means the user of the website or the person using the Online Sales System including, without limitation, a Registered Bidder.

Website means this Website, located at the uniform resource locator <http://www.manheim.com.au>, and includes any part of this website.

### ANNEXURE A – ONLINE AUCTION SALES TERMS AND CONDITIONS

Unless otherwise defined, a defined term in these Online Auction Sales Terms and Conditions has the same meaning given to it in the Terms and Conditions for Online Bidding & Sales.

#### CONDUCT OF SALE

1. Registered Bidders may submit Bids for Items offered for Auction Sale by proxy set prior to, or during the auction period Sales Process by using the Online Sales System. This is performed on this Website by submitting a "Submit Bid" request.
2. By submitting a bid at an auction, the Bidder accepts and agrees to be bound by this Agreement and any special conditions announced by the Auctioneer prior to the auction.
3. A Bid will only be accepted by the auctioneer if it is higher than the preceding Bid.
4. The Online Sales System may incorporate a proxy bidding facility. The proxy bidding facility allows Registered Bidders to enter a maximum Bid amount for a particular Item, and an incremental Bid amount which the proxy bidding facility will automatically submit, to the Online Sales System on the Registered Bidder's

behalf in response to a higher Bid submitted by another Bidder for that Item, until the maximum Bid amount specified by the Registered Bidder is reached.

5. Each Bid constitutes an irrevocable offer by the Bidder to purchase the Item at the specified price which may be accepted or rejected by the Seller or Manheim. Once an official Bid has been made, it cannot be revoked and remains open for acceptance by the Seller or Manheim until the Sale Process is completed, despite any subsequent higher Bid being made.
6. All Bids 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 Bids or attempting to manipulate the Sale Process in any way, or otherwise contravene or attempt to contravene Part IV of the Competition and Consumer Act 2010 (Cth)).
7. A Bid is taken to be a representation and warranty by the Bidder that the Bid is a genuine offer to purchase the Item at the price specified. If any member of the Manheim Group becomes aware of any form of collusive activity by a Registered Bidder, Manheim may terminate the Registered Bidder's right to participate in the Sale Process, or if the Registered Bidder's Bid has been accepted by Manheim, Manheim may terminate any contracts that were entered into by the Registered Bidder relating to the Bid.
8. The auction period for an Item is completed upon the acceptance and declaration by Manheim of the highest Bid, whether by fall of the hammer or otherwise at the time and date nominated for that Item in the Online Sales System (Auction Close).
9. The Bidder submitting the Bid which at the end of the auction period is accepted and declared the highest bid, will be the buyer at the price specified in the Bid, subject to Seller acceptance. If any dispute arises as to the last or highest Bidder, Manheim at its sole discretion, may auction or re sell the item again or negotiate with the next highest Bidder.
10. Manheim may hold a Bid and refer such a bid to the Seller before acceptance. Manheim reserves the right to further negotiate with the highest Bidder.
11. All Bid prices are GST inclusive unless the owner of the Items is not registered or required to be registered for GST (in which case no GST is payable on the sale of the Item). Items to be sold on behalf of owners not registered or required to be registered for GST will be separately identified in the Online Sales System.
12. Manheim may refuse to accept any Bid or withdraw any Item from the Auction Sale.

#### PAYMENT AND DELIVERY

13. All buyers must at the conclusion of the auction period pay 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 the sale (Completion). Manheim may deduct the deposit from the credit card provided at the time of registration. The deduction may occur immediately after the auction. If the Bidder fails to make full payment by 4.00pm one Business Day after the sale, Manheim may charge and the Bidder must pay to Manheim a reasonable late payment fee, that reflects the costs incurred by Manheim as a result of the late payment.
14. In the case of non-payment of such deposit by a Bidder (Defaulter), the Item or Items may, at the option of Manheim, be auctioned or resold and Manheim may in its discretion, refuse to accept any Bid made by the Defaulter.
15. A buyer's administration fee (also referred to as buyer auction fee) and other fees may be payable by the buyer on Items sold by Manheim. The buyer's administration fee and other fees applicable to an Item are described in the Online Sales System. Where a fixed dollar amount is specified, the buyer's administration fee and other fees are inclusive of GST. Where a percentage is noted, the buyer's administration fee is inclusive of GST and will be calculated on the purchase price of the Item.
16. Stamp duty is to be paid by the buyers where and when applicable under the relevant law.



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17. Title in the Item or any part thereof shall not be eligible to pass to the buyer until Manheim receives clear funds on the full payment for the Item from the buyer. Full payment is due and payable by 4:00pm one Business Day after auction. A failure to make full payment by 4:00pm one Business Day after auction may incur a late payment fee.
18. Risk of damage to, and loss or destruction of, the Item shall pass to the buyer immediately on the acceptance and declaration by Manheim of the highest Bid, whether by fall of the hammer or otherwise at the time and date nominated for that Item by Manheim. Subject to clause 5.5, neither the Seller nor Manheim shall be accountable for any deficiency, damage or loss, which may arise thereafter.
19. The buyer will not be allowed to collect an Item or any part of an Item until Manheim has clear funds in accordance with paragraph 17 of this Annexure A. All Items must be removed from the nominated storage premises by the buyer no later than 4.00pm one Business Day after Completion. Storage charges (that reflects the costs incurred by Manheim as a result of the late collection) may apply on Items which remain uncollected after 4.00pm one Business Day after Completion.
20. The Registered Bidder is responsible for the payment of all delivery charges, if applicable.
21. The Buyer acknowledges and agrees that state legislation may require vehicles to be quarantined where they have been transported from interstate. Unless expressly agreed with the Seller or Manheim, the buyer bears sole responsibility for compliance and all costs (including regulatory fees charged by quarantine authorities) associated with satisfying State or Federal legislation concerning the quarantine of Items
22. If a Registered Bidder fails to comply with any of the terms and conditions in this Annexure A, any contractual right to be repaid for any money deposited by the Registered Bidder in part payment pursuant to paragraph 13 of this Annexure A shall be forfeited and all Items may be resold. The defaulting Registered Bidder will reimburse Manheim for all costs and charges consequent upon such resale.
23. At any time Manheim may, without any demand or notice, set off and apply any money deposited by the Registered Bidder pursuant to paragraph 13 of this Annexure A or any other indebtedness it owes to a Registered Bidder against any money owing to it by a Registered Bidder under this Agreement, whether or not the amount owed by Manheim or a Registered Bidder is immediately payable. The Registered Bidder irrevocably authorises Manheim to do anything necessary for that purpose.

### ANNEXURE B – ONLINE TENDER SALES TERMS AND CONDITIONS

1. The submissions of the Offer constitutes acceptance of this Agreement and You acknowledge and agree that You are bound by this Agreement. You also warrant to Manheim that the information contained in a lodged Offer is accurate and complete and may be relied upon by Manheim. An Offer may not be withdrawn.
2. No offer may be submitted after the advertised closing date and time (Closing Time).
3. The highest or any Offer will not necessarily be accepted.
4. Neither the Seller nor Manheim will be liable for or take any responsibility for Offers not received by the Closing Time for any reason, including (but not limited to) industrial disputes and electronic or technical difficulties.
5. The successful buyer, if any, will be notified using the contact details provided within 5 Business Days of the Closing Time. Unsuccessful parties may not be notified.
6. No contract is formed by the lodgement of an Offer.

### TERMINATION OR ALTERATION OF OFFERS

7. Manheim may for its own convenience at any time and at its sole discretion terminate the tender process of any Offer, alter the tender process or alter the Items. Manheim will endeavour to notify You of material changes to the tender process or Items or the termination of the tender process, but is under no obligation to do so.

8. Manheim may at its sole discretion consider, negotiate and accept or reject (in whole or part) any Offer or reject all Offers.
9. Manheim is not liable for any costs, expenses, losses, claims or damages which may be incurred by You in connection with the tender process, including preparing or submitting an Offer, providing further information to Manheim, or participating in negotiations with Manheim.

### PAYMENT AND DELIVERY

10. All Offers and payments are to be expressed in and paid for in Australian dollars.
11. Full payment must be received by Manheim in the form of cash, bank cheque or EFT within one Business Day of notification of the buyer's success (Completion) unless some other arrangement is agreed in writing by the parties. Failure to Complete may incur a late payment fee.
12. Title in the Items passes when Manheim receives notice of clear title and clear funds on the full payment for the Items. The buyer is only entitled to possession when Completion occurs.
13. Unless otherwise stated, an Item will be available for collection by the buyer following receipt of full payment, from the location at which it was available for inspection. All Items must be cleared from the collection location within one Business Day of Completion. Storage charges (that reflect the costs incurred by Manheim as a result of the late collection) may apply on Items which remain uncollected after 4.00pm one Business Day after Completion.
14. Upon You 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 costs and charges consequent upon such resale, shall be made good by the defaulter at this sale.
15. All Items shall be at the buyer's risk from time of notification that their Offer has been successful. Subject to clause 5.5, neither the Seller nor Manheim shall be accountable for any deficiency, damage or loss, which may arise thereafter except to the extent of Manheim's negligence.
16. Neither the Seller nor Manheim shall be responsible for any damage to property or injury to or death of persons incurred during collection of purchased Items except to the extent of Manheim's negligence.
17. All Offer prices are GST inclusive.
18. A buyer's administration fee (also referred to as buyer auction fee) and other fees may be payable by the buyer on Items sold by Manheim. The buyer's administration fee and other fees applicable to an Item are described in the Online Sales System. Where a fixed dollar amount is specified, the buyer's administration fee and other fees are inclusive of GST. Where a percentage is noted, the buyer's administration fee is inclusive of GST and will be calculated on the purchase price of the Item.
19. All costs associated with the purchase of the Items, including but not limited to, duties, taxes, Item removal, transport, decommissioning and storage cost, are to be paid by the buyer.
20. The Buyer acknowledges and agrees that state legislation may require vehicles to be quarantined where they have been transported from interstate. Unless expressly agreed with the Seller or Manheim, the buyer bears sole responsibility for compliance and all costs (including regulatory fees charged by quarantine authorities) associated with satisfying State or Federal legislation concerning the quarantine of Items.
21. Manheim does not make any representation or provide any undertakings to You other than to invite You to submit an Offer. Manheim makes no representations that it will invite tenders for any sale of Items or that You will be invited to tender. Manheim is not obliged to negotiate, or sign a contract, with You.
22. The information in this document has been compiled by Manheim for the purpose of inviting Offers and must not be relied upon for any other purpose.

## Terms & Conditions are current as at August 2017

### NO COLLUSION OR INDUCEMENTS

23. All Offers submitted must be bona fide and must not be fixed or adjusted in collusion (or otherwise in accordance with any arrangements or agreement) with any third party (including but not limited to providing information relating to intended Offers or attempting to manipulate the Sale Process in any way), or otherwise contravene or attempt to contravene Part IV of the Competition and Consumer Act 2010 (Cth) .
24. An Offer is taken to be a representation and warranty by You that the Offer is a genuine offer to purchase the Item at the price specified. If any member of the Manheim Group becomes aware of any form of collusive activity by a Registered Bidder, Manheim may terminate Your right to participate in the Sale Process, or if the Offer has been accepted by Manheim, Manheim may terminate any contracts that were entered into by You relating to the Offer.

### OWNERSHIP

25. All documents submitted by You in connection with the tender process become the property of Manheim on submission.

### CONFIDENTIALITY

26. Offers
  - a. By submitting an Offer:
    - i. You grant Manheim an irrevocable, perpetual, royalty fees licence 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. You agree that Manheim may disclose the Offer, along with any other information disclosed by You to Manheim during the tender process:
      - (A) To Manheim's board of directors, management, consultants and advisers; or
      - (B) As required by law.
27. Information supplied by Manheim
  - a. The information contained in this invitation is confidential to Manheim is issued on the condition that You only use this document and the informant it contains for the purpose of preparing an Offer. You acknowledge and consent to remaining informed (eg. by post, email, telephone, SMS or facsimile) of upcoming auctions and other products or services Manheim thinks may be of interest to You.
  - b. You must keep confidential this invitation and all negotiations, documents and other information supplied by Manheim during the tender process and must not disclose such information to a third party except as may be required by law.

### FURTHER INFORMATION

28. You must provide any additional information reasonably requested by Manheim in order to evaluate an Offer.

### FURTHER GENERAL TERMS AND CONDITIONS

#### ROAD TEST REPORTS

1. Road test reports (excluding Truck & Machinery Auctions and Salvage Vehicle Auctions), may be prepared by or on behalf of Manheim as a result of a brief road test undertaken prior to auction, and are intended as a guide only (Road Test Report). Road tests are not performed on Items unless expressly stated in writing prior to the auction and if conducted, are done at the absolute discretion of Manheim. No warranty or guarantee concerning known or unknown faults is given or implied in relation to the Item the subject of the Road Test Report. The report covers no items capable of visual inspection. Vehicles sold with a Road Test Report are still sold subject to clause 5.4.

#### CANCELLATION DUE TO ERROR

2. Manheim has the right to cancel any purchase transaction due to error even if the purchase price of the Item has been paid. Manheim may exercise this right up until the time the buyer collects the Item(s). If Manheim exercises this right, Manheim will refund to the buyer any purchase price that the buyer has paid.

### ADDITIONAL TERM AND CONDITION FOR TRUCK AND MACHINERY AUCTIONS, OR WHERE VEHICLES ARE PURCHASED FOR BUSINESS USE:

3. Manheim does not warrant that any electrical or mechanical appliance, plant and/or equipment (collectively, Plant and Equipment) complies with the requirements of any Commonwealth, State or Territory occupational health and safety laws (OHS Laws). Where practical to do so and where the Plant and Equipment is likely to be used in a workplace, Manheim has requested that the Seller display a statement on the Plant and Equipment to indicate the safety condition of the Plant and to supply certificates, operational manuals, etc, which may exist for the particular Plant and Equipment. If the Plant and Equipment purchased does not include this information, upon the request of a buyer, Manheim will use its reasonable efforts to obtain this information from the Seller. By law, a buyer of any Plant and Equipment for use in a workplace must ensure it complies with OHS Laws before it is used. Heavy penalties apply for non compliance. A summary of the occupational health and safety requirements in the Registered Bidder's state or territory is available from Manheim.

### ADDITIONAL TERM & CONDITION FOR SALVAGE VEHICLE AUCTION OR NON MOBILE VEHICLES:

4. Subject to clause 5.5 and in addition to clause 5.4, Manheim does not accept any responsibility for damage sustained to auction vehicles or equipment through the normal use of forklifts or other equipment to load, unload and shift damaged and non mobile



View our privacy policy document at our office or on our website.

Go to: [manheim.com.au](http://manheim.com.au)