

## BUY BACK GUARANTEE TERMS AND CONDITIONS

- 1.1 Pursuant to these Buy Back Guarantee Terms and Conditions, a Business Day(s) means a day that is not a Saturday, Sunday, public holiday or bank holiday in the Australian State where the auction takes place.
- 1.2 All Items which are sold or purchased via Manheim are subject to Manheim's standard terms & conditions which can be accessed at [www.manheim.com.au](http://www.manheim.com.au) or are available from Manheim on request (the **Standard Terms & Conditions**).
- 1.3 These Buy Back Guarantee Terms & Conditions (the **Buy Back Terms & Conditions**) shall be deemed to incorporate and shall form part of the Standard Terms & Conditions and defined words and expressions used in the Buy Back Terms & Conditions shall have the same meaning as provided for in the Standard Terms & Conditions.
- 1.4 The Buy Back Terms & Conditions set out the terms and conditions which are applicable to Manheim's Buy Back Guarantee and in consideration of the agreement set out in this document, Manheim and any Buyer who purchases the Buy Back Guarantee from Manheim when purchasing an Item via Manheim, agree to be bound by the Buy Back Terms & Conditions.
- ### 2 BUY BACK GUARANTEE PROTECTION
- 2.1 Where Manheim has offered to provide a Buy Back Guarantee in respect of any Item offered for sale via it and the Buyer has elected to purchase a Buy Back Guarantee for that Item prior to completion of purchase, plus the Buyer has purchased the Item established by Manheim having received clear funds, then during the returns period which ceases at 5:00pm on 5 Business Days from (and including) the date of auction (the Returns Period) the Buyer shall have the option to return that Item to Manheim for convenience and without reason. Should the Buyer elect to do so then subject to these Buy Back Terms & Conditions, Manheim will purchase that Item from the Buyer at the purchase price originally paid by the Buyer as well as refunding the Buyer any Buyer's Administration Fee.
- 2.2 The Buy Back Guarantee can be purchased from Manheim for the monetary sum as set by Manheim from time to time. Manheim reserves the right to amend the price payable for the Buy Back Guarantee at its sole discretion from time to time.
- 2.3 Manheim shall not be liable for any traffic, parking, toll or other statutory or regulatory violation arising or incurred whilst the Item is in the possession of the Buyer.
- 2.4 The Items to which the Buy Back Guarantee shall be available with is at the discretion of Manheim and may be amended from time to time at Manheim's sole discretion.
- 2.5 The Buy Back Guarantee and the Buy Back Terms & Conditions are in addition to the Buyer's consumer law rights and in no way limit, diminish or alter the Buyer's legal rights.
- ### 3 RETURNS PROCEDURE
- 3.1 In the event that a Buyer wishes to return to Manheim an Item which it purchased with the benefit of a Buy Back Guarantee then it must inform Manheim of that decision by no later than 5.00pm on the final day of the Returns Period by attending in person at Manheim's Reception desk to confirm intent as well as having the Item available for delivery into the relevant Manheim gate and having completed the returns document (provided by Manheim upon attendance at Manheim's premises or electronically if
- purchased via simulcast at the time of the Buyer's request).
- 3.2 A Buyer shall have no right to return an Item to Manheim and Manheim shall have no obligation to purchase an Item from a Buyer if the Buyer fails to notify Manheim of its decision to return the Item in accordance with Clause 3.1 and/or thereafter fails to return that Item as directed by Manheim.
- 3.3 A Buyer shall only be entitled to return an Item to Manheim and Manheim shall only be obliged to accept that return where all of the following conditions have been met:
- (a) the Buyer must have purchased an Item evidenced by Manheim having received clear funds;
  - (b) the Buyer must have purchased a Buy Back Guarantee from Manheim for the subject Item;
  - (c) the Buyer must have notified Manheim of its decision to return the Item in accordance with Clause 3.1;
  - (d) the Item must be returned to Manheim in the same condition that it was in at the date of sale and the Buyer agrees that Manheim's records will be treated as the definitive record of the Item's condition at that time including kilometres travelled, inclusions and accessories. For the avoidance of any doubt the Item must not be altered in any way from the condition it was in at the time of sale including but not limited to any aesthetic, structural or mechanical change. This includes any removal, modification or addition to the Item;
  - (e) the kilometres travelled by the Item from the date of sale to the date of its return to Manheim in accordance with Clause 3.1 must not be more than 300 kilometres and the Buyer agrees that Manheim's records will be treated as the definitive record of the Item's kilometres at that time;
  - (f) the Buyer represents and warrants it holds full unencumbered and unsecured title to the Item at the time of its return to Manheim and since the date of the applicable sale has not sold the Item to any third party nor used the Item as security for any loan, arrangement, finance or similar event;
  - (g) the Buyer asserts the Item was not used for any illegal activity, or race, contest or performance test of any kind;
  - (h) (where appropriate) the Buyer must provide to Manheim all documentation necessary to effect a transfer of ownership of the Item in question from it to Manheim; and
  - (i) the Buyer must not (in the reasonable opinion of Manheim) be guilty of any conduct of the type as detailed in Clause 6.
- ### 4 SALE AND PURCHASE
- 4.1 Ownership of any Item which is to be returned by a Buyer under these Buy Back Terms & Conditions and risk of loss or damage occurring to the Item shall remain with the Buyer until the time at which that Item is returned to Manheim in accordance with Clause 3.1 at which point, risk of loss or damage occurring to the Item shall pass from the Buyer to Manheim. Manheim shall not be obliged to accept the return of any Item which may be lost, stolen or damaged during the period between the date on which

- the Buyer informs Manheim under Clause 3.1 that it wishes to return the Item and the date on which the Buyer actually returns the Item to Manheim in accordance with Clause 3.1.
- 4.2 Once an Item has been returned to Manheim in accordance with Clause 3.1 then as soon as reasonably practicable thereafter Manheim will inspect the Item and undertake such searches as may be necessary to confirm that all of the conditions set out in Clause 3.3 have been met. If Manheim is satisfied that those conditions:
- (a) have been met, then it shall inform the Buyer of that and within 3 business days thereafter shall pay to the Buyer in consideration for the transfer of ownership of that Item from the Buyer to Manheim under Clause 4.1 the purchase price and Buyer's Administration Fee paid by the Buyer for that Item. For the avoidance of doubt, the purchase price and Buyer's Administration Fee are the only amounts which are payable by Manheim to the Buyer in consideration for such sale and the Buyer shall not be entitled to also receive from Manheim any costs of transportation, on-road costs including permits, registration charges, taxes, duties, government charges, any infringement, penalty, fine, toll or other charge or any refund of the price paid by the Buyer for its Buy Back Guarantee, which may have been made by the Buyer to Manheim or any other party including any Government authority on any account in connection with the purchase or use of the subject Item; or
  - (b) have not been met, then it shall inform the Buyer of that and at that point, risk of loss or damage occurring to that Item shall pass back from Manheim to the Buyer (and from that point Manheim accepts no liability whatsoever in relation to the Item whilst left on its premises) and the Buyer shall at its own expense within 1 day of being notified by Manheim collect that Item from Manheim during the usual opening hours of the premises where that Item is being stored. If the Buyer fails to collect the Item from Manheim within the time period required under this Clause 4.2(b) then at any time thereafter Manheim may dispose of the Item on behalf of the Buyer in any manner as Manheim at its discretion sees fit and the Buyer irrevocably authorises Manheim to do so (and should Manheim elect to dispose of the Item by way of a sale on behalf of the Buyer then the Buyer shall be deemed to be the Seller of that Item for the purposes of the Standard Terms & Conditions). Where Manheim receives any proceeds of sale as a result of disposing of the Item on behalf of the Buyer then it shall account for the same to the Buyer but shall be entitled to first off-set against those proceeds all costs and expenses incurred by Manheim in storing and disposing of the Item on behalf of the Buyer. Where no proceeds of sale are received by Manheim then the Buyer shall indemnify Manheim on demand for all costs and expenses incurred by Manheim in storing and disposing of that Item on behalf of the Buyer.
- 4.3 The Buyer shall execute all such documents and undertake all such acts as Manheim may reasonably request in order to perfect and give effect to any transfer of ownership of the Item from the Buyer to Manheim under Clause 4.1 and/or of any disposal of an Item on behalf of the Buyer which may subsequently be made by Manheim under Clause 4.2(b) (if applicable). Further, the Buyer shall complete all forms and provide all information Manheim requires in order to effect the transaction.

4.4 Funds payable to the Buyer by Manheim will be made by electronic funds transfer (EFT) only. Strictly no cheques, cash or credit card transfers will be made. Further, transfers by EFT will be made only into the account of the Buyer.

**5 NON-TRANSFERRABLE**

5.1 A Buy Back Guarantee is provided by Manheim solely for the benefit of the original Buyer of the Item and a Buyer is not permitted to resell, assign or otherwise transfer the benefit of a Buy Back Guarantee to any third parties and any attempt to do so will be void. In particular, if the original Buyer of an Item sells the Item to a third party during the Returns Period then the Buyer will not be permitted to transfer the benefit of their Buy Back Guarantee to that subsequent purchaser.

**6 CONDUCT**

6.1 It is a condition of Manheim making a Buy Back Guarantee available to any Buyer that the Buyer has not colluded or agreed with any other person to purchase a Buy Back Guarantee for an Item for the purpose of artificially altering the auction market and/or attempting to mislead, deceive or unfairly profit off Manheim or any other bidder, buyer or Seller.

6.2 Manheim shall monitor all returns and subsequent re-sales of any Items purchased with the benefit of a Buy Back Guarantee and should such monitoring identify any patterns which indicate behaviour of the type detailed in Clause 6.1 (for example, that a Buyer is routinely returning Items bought with the benefit of a Buy Back Guarantee which are then repurchased by the same third party) then Manheim shall be entitled at its discretion to decline to accept from that Buyer any further returns of Items purchased with the benefit of a Buy Back Guarantee, even if all of the other conditions as detailed in Clause 3.3 have been met. Further, Manheim reserve the right to decline a Buyer's ability to purchase a Buy Back Guarantee where it considers abuse of process is being engaged in by the Buyer.

I,..... have read, understood and agree to these Buy Back Terms and Conditions and acknowledge that by purchasing a Buy Back Guarantee I will be bound by these terms and conditions.

Date: .....

Signature: .....