

Auction and Website Terms and Conditions

These terms and conditions govern the provision of Services by **TIGER ASSET GROUP** and use of the Site. When you register for Services (as a Participant or otherwise) or access and use the Site, you accept and agree to be bound by these terms.

All Services offered by **TIGER ASSET GROUP** (on the Site or otherwise) are subject to any other conditions which apply to that Service, and unless those terms conflict with these terms, they will be incorporated into and will form part of these terms.

Capitalised terms have the meaning set out in clause 23.

1. Services and registering an Account

- 1.1 To use the Services, Participants must register an Account and, if required by **TIGER ASSET GROUP**, provide their credit or debit card details). Participants must keep their Account password confidential. Participants are responsible for any activities or transactions made using their Account and **TIGER ASSET GROUP** are not liable for any damage or Loss which results from unauthorised access to an Account. Participants must immediately notify **TIGER ASSET GROUP** of any unauthorised access or use of their Account of which become aware via the [Contact us](#) section of the Site.
 - 1.2 Participants must ensure that their Participant Information (including Contact Information):
 - (a) is true, accurate and complete;
 - (b) is not false or misleading;
 - (c) does not infringe any other person's rights (for example IP rights) or privacy;
 - (d) is not contrary to any applicable Law or industry code of practice;
 - (e) is not defamatory, threatening or harassing;
 - (f) is not obscene or pornographic; and
 - (g) does not contain any viruses, Trojan horses, worms or other computer programming instructions that may damage, interfere with, surreptitiously intercept or expropriate any system, data or personal information.
 - 1.3 Participants may cancel their Account at any time.
 - 1.4 **TIGER ASSET GROUP** reserves the right, without notice to the participant and **TIGER ASSET GROUP's** complete discretion, to refuse to register an Account, close a Participant's Account, or refuse access to the Services or the Site if:
 - (a) **TIGER ASSET GROUP** believes the Participant has breached any part of these terms or has acted inconsistent with these terms or **TIGER ASSET GROUP's** standards of practice, or is likely to breach any part of these terms;
 - (b) a Participant does not pay for an Asset or refuses to deliver an Asset;
 - (c) **TIGER ASSET GROUP** believes the Participant has acted against **TIGER ASSET GROUP's** business interests or reputation; or
 - (d) has engaged in fraudulent activity in connection with the Site.
 - 1.5 The Services are provided to Participants personally. Participants must not re-sell access to the Services or otherwise make commercial use of the Services.
- ## 2. Site Content
- 2.1 **TIGER ASSET GROUP** derives Content from sources which **TIGER ASSET GROUP** believes to be accurate and up to date as at the time of publication. The Content is provided to assist Participants, but Participants acknowledge that **TIGER ASSET GROUP** does not make any representation or warranty as to the currency, reliability, accuracy or completeness of any Content.
 - 2.2 **TIGER ASSET GROUP** is not responsible for, and accepts no liability with respect to, any Content uploaded, posted, or otherwise made available on the Site by any person other than

TIGER ASSET GROUP. **TIGER ASSET GROUP** will not be taken to have uploaded, posted or otherwise made Content available on the Site simply by facilitating others to post, transmit or other make Content available.

3. Eligibility to Participate

- 3.1 Participants must be able to form legally binding contracts to use the Service. Participants must not use a Service if:
 - (a) they under 18 years of age;
 - (b) they are an undischarged bankrupt; or
 - (c) if a company, are under any type of insolvency or administration.

4. Prior to the Auction

- 4.1 The Auction Participants may be permitted to view the Assets at the Asset Inspection Times, either at the Seller's Premises or **TIGER ASSET GROUP's** premises (as applicable).
- 4.2 Prior to the Auction, **TIGER ASSET GROUP** will, in the Auction Information, advise the Auction Participants whether the Highest Bid on an Asset includes or excludes GST.
- 4.3 It is a Participant's responsibility to read and understand any Auction Information (including any Plant Hazard Reports) relating to an Asset, including the delivery and payment terms.
- 4.4 The Participants acknowledge that all Information about the Assets has been provided by the Seller to **TIGER ASSET GROUP**. **TIGER ASSET GROUP** is not responsible for and is not liable to any Participant or any other person for the accuracy of, or otherwise any Auction Information (including any Plant Hazard Reports or any information about the RRP, ORP or CRP).

5. Conduct of Auction

- 5.1 An Auction will start at the time specified in the Auction Information and at the nominated minimum starting price.
- 5.2 The Participants acknowledge that **TIGER ASSET GROUP** or the Seller may, at their discretion:
 - (a) withdraw an Asset from the Auction at any time; or
 - (b) in the case of an Online Auction, close the Auction before the scheduled time.

Neither **TIGER ASSET GROUP** nor the Seller are liable to any Participant or any other person for the withdrawal of any Asset from an Auction or closure of an Online Auction before the scheduled time.

- 5.3 If a Reserve for an Asset is not met, the Seller is not obliged to sell the Asset to the Buyer.

6. Bidding

- 6.1 Advances in bidding will be regulated by the Auctioneer.
- 6.2 Bids may be made:
 - (a) by placing a normal bid; or
 - (b) in the case of Online Auctions, through a Maxbid (change to Max) (in which case the Bidder is responsible for monitoring the Online Auction and participating in the auction by instructing Maxbid with their bids).
- 6.3 Where two or more bids for the same price are made, bids will be ranked in the following order of precedence:
 - (a) time of bid;
 - (b) bid quantity (if applicable).
- 6.4 The Seller must not place bids on its Assets at an Auction.
- 6.5 Bidders must not engage in bid manipulation.
- 6.6 No Bidder may retract a bid it has made.
- 6.7 The Bidder who places the Highest Bid for an Asset is the buyer (**Buyer**) and subject to clause 5.3, is obligated to purchase the Asset.
- 6.8 If there is any dispute as to the Buyer, the Auctioneer may, in its absolute discretion, re-offer the Asset for Auction. The final

Buyer is determined by the Auctioneer in its absolute discretion.

- 6.9 In the case of an Online Auction, **TIGER ASSET GROUP** will notify the Buyer by email, however Participants are solely responsible for monitoring the status of any Online Auction and **TIGER ASSET GROUP** is not responsible for the non-receipt of a Highest Bidder email from **TIGER ASSET GROUP**.

7. Powers of Auctioneer

- 7.1 The Auctioneer may:
- (a) refuse to accept any Bid which, in the Auctioneers discretion, is not in the best interests of the Seller;
 - (b) exclude any Participant from the Auction (including if the Auctioneers suspects the Participant may be engaging in collusive Bidding practices);

8. Sale Price

- 8.1 The Buyer acknowledges that, in addition to the Sale Price, it will also be required to pay:
- (a) the Buyers Premium (for the services and facilities provided to the Buyer by **TIGER ASSET GROUP**) which will be calculated as a percentage of the Sale Price (exclusive of GST and as set out in the Auction Information); and
 - (b) Additional Seller Costs (such as transport costs) as set out in the Auction Information.

9. Following Completion of Auction

- 9.1 The Buyer will be deemed to be the principal and purchasing the Asset on its own behalf unless, immediately following completion of the Auction, the Buyer provides **TIGER ASSET GROUP** an Agent Notification.
- 9.2 Immediately following completion of the Auction, the Buyer must:
- (a) provide to **TIGER ASSET GROUP** (in the form requested by **TIGER ASSET GROUP**) all details reasonably requested by **TIGER ASSET GROUP** (including credit or debit card details, if required); and
 - (b) if required, pay to **TIGER ASSET GROUP** the Deposit.
- 9.3 If the:
- (a) Buyer does not comply with its obligations set out in clause 9.1;
 - (b) a Deposit is made by credit card and:
 - (i) the credit card payment is not processed in the first run due to card entry errors (including an incorrect or expired card expiry date) made by the Participant; or
 - (ii) there are insufficient funds or the credit limit is insufficient to cover the Deposit; or
 - (c) **TIGER ASSET GROUP** is unable to contact the Buyer for any reason,

the Auctioneer may choose not to proceed with completion of the sale of the Asset and may, in its absolute discretion, re-offer the relevant Asset for sale via Auction or any other means.

- 9.4 As soon as practical after completion of the Auction the Buyer must execute the Sale Agreement (or, in the case of Online Auctions or Webcast Auctions, acknowledge acceptance of the terms via the Site) which together with these terms, constitute the entire sale and purchase agreement for the relevant Assets between the Buyer and the Seller.

10. Buy Now Sales

- 10.1 In the case of a Buy Now Sale, the Participant must pay the Total Price and Buyers Premium (if any) immediately after the Participant agrees to purchase the relevant Asset.
- 10.2 The Participant authorises **TIGER ASSET GROUP** to debit their credit card for Total Price and Buyers Premium (if any) payable as a result of a Buy Now Sale purchase.

11. Transfer of Title and Collection of Assets

- 11.1 The Buyer must pay the Total Price and Buyers Premium to **TIGER ASSET GROUP** (less any Deposit) in accordance with the Sale Agreement.
- 11.2 If a Participant has provided their credit card or debit card details to **TIGER ASSET GROUP** as part of their Account registration, the Participant authorises **TIGER ASSET GROUP** to debit their credit card for Total Price and Buyers Premium (if any) payable.
- 11.3 Where an Asset is held by **TIGER ASSET GROUP** prior to an Auction **TIGER ASSET GROUP** will release the Asset to the Buyer of that Asset when **TIGER ASSET GROUP** has received payment of the relevant Total Price and Buyers Premium for the Asset.
- 11.4 **TIGER ASSET GROUP** will procure that title to and risk in the Assets passes from the Seller to the Buyer when **TIGER ASSET GROUP** has received payment of the relevant Total Price and Buyers Premium for the Asset, and the Asset has either been dispatched to the Buyer, or collected by the Buyer (as applicable).
- 11.5 Where the delivery terms in the Sale Agreement state that the Buyer is to collect the Asset from **TIGER ASSET GROUP's** premises, the Buyer must collect the Asset from **TIGER ASSET GROUP's** premises at the Buyer collection times within 7 Business Days. If the Seller does not collect the Asset from **TIGER ASSET GROUP's** premises within this period, **TIGER ASSET GROUP** may (at the Buyer's cost) arrange for (at **TIGER ASSET GROUP's** option):
- (a) storage of the Assets;
 - (b) resale of the Assets; or
 - (c) transport of the Assets to a waste facility.

12. Payments via the Site

- 12.1 All Transactions made through the Site will be covered by these terms and any additional terms or conditions displayed during the finalisation of the Transaction.
- 12.2 By completing a Transaction you agree to pay all amounts related to the Transaction including all taxes and delivery charges by the relevant due date. Once a Transaction is completed on the Site it cannot be cancelled or reversed.
- 12.3 Participants may exchange Contact Information with other Participants via the Site.
- 12.4 By submitting Contact Information on the Site, Participants grant **TIGER ASSET GROUP** a non-exclusive and irrevocable right to provide that Contact Information to the relevant Participants.
- 12.5 Any Contact Information must not, in any way whatsoever, be potentially or actually harmful to **TIGER ASSET GROUP** or any third party, where "harm" includes, but is not limited to non-economic loss that will or may be suffered by **TIGER ASSET GROUP**.
- 12.6 Participants acknowledge and accept that, while **TIGER ASSET GROUP** makes all reasonable commercial efforts to ensure Transactions occur in a secure environment, transacting through the Internet has inherent risks and **TIGER ASSET GROUP** are not responsible for any unauthorised:
- (a) interception, modification or diversion of a Transaction request; or
 - (b) access or copying of details relating to a Transaction (including personal or financial information).
- 12.7 **TIGER ASSET GROUP** reserves the right to modify, suspend or cancel any Transaction for any reason

13. Warranties

- 13.1 **TIGER ASSET GROUP** provides no representations, guarantees or warranties, either express or implied, in respect of the Assets, and make no warranties or representation that:
- (a) the Seller is the legal and beneficial owner of and has good, valid and marketable title to all of the Assets and has the right to, and will be able to, pass good title to all Assets to the Buyer free of encumbrances;

- (b) the Assets comply with all applicable Laws;
 - (c) the Assets are of merchantable quality, fit for their intended purpose and are free from defects;
 - (d) the Assets match their description or correspond to any sample or demonstration model;
 - (e) there is a certain availability of repairs or spare parts for the Assets;
 - (f) the Assets are, where necessary, adequately packaged for national distribution;
 - (g) the Assets are not fake or forgery and do not and will not infringe the IP rights or any other rights of any third party
 - (h) all Auction Information is true, accurate, and correct or not misleading or deceptive, or likely to mislead or deceive.
- 13.2 The Buyer acknowledges that software may be installed on computer equipment and that the use of such software without a licence may infringe the IP rights of a third party. **TIGER ASSET GROUP**, the Seller and the Auctioneer make no warranties or representations with respect to any such software and the Buyer acknowledges that use of such software by the Buyer may expose the Buyer to a Claim by the owner of such IP rights. The Buyer releases the Seller and **TIGER ASSET GROUP** from any Loss or liability incurred by the Buyer in respect of any such Claim.
- 13.3 Neither **TIGER ASSET GROUP** nor the Seller make any representation or warranty that any plant and equipment offered for sale is of a standard necessary to comply with workplace health and safety Law or safe and fit for use in a workplace.
- 13.4 Nothing in this clause 13 (or any other provision of these terms) should be interpreted as attempting to exclude, restrict or modify the application of the Non-Excludable Guarantees.
- 14. Rights Against Buyer**
- 14.1 If a Buyer defaults in payment of any of the amounts payable by the Buyer under these terms of the Sale Agreement, the Seller or Buyer may (as applicable), at their discretion:
- (a) retain any amounts paid by the Buyer to **TIGER ASSET GROUP** in respect of the relevant Assets;
 - (b) commence proceedings against any Buyer to recover the unpaid amounts; and
 - (c) resell or attempt to resell the Assets in a manner and terms determined by **TIGER ASSET GROUP** and the Seller, without being obliged to give notice to the Buyer.
- 14.2 The Buyer indemnifies **TIGER ASSET GROUP** for any Loss incurred by **TIGER ASSET GROUP** which is caused by or connected to a default by the Buyer of these terms or the Sale Agreement, including:
- (a) the amount of any Commission lost by **TIGER ASSET GROUP** as a result of the Buyer's default;
 - (b) the Buyers Premium payable; and
 - (c) all costs associated with any resale or attempted resale of the Assets (including advertising, insurance, transport and storage costs).
- 15. Liability**
- 15.1 **TIGER ASSET GROUP** is acting as the authorised agent of the Seller and any rights of action a Participant may have in respect of the Assets lie against the Seller and not **TIGER ASSET GROUP**.
- 15.2 Each Participant waives, releases, discharges and relinquishes any and all claims that they have or may have against **TIGER ASSET GROUP** its affiliates, subsidiaries, affiliates, officers, employees, agents and representatives which are caused by, or connected with the Site or the Services.
- 15.3 If the Auction is an Online Auction or Webcast Auction, **TIGER ASSET GROUP** is not liable for, and all Participants release **TIGER ASSET GROUP** from any liability or Loss which arises from or is connected with any technical or processing malfunction or failure which affects the conduct or completion of the Auction or bidding by Auction Participants.
- 15.4 **TIGER ASSET GROUP** provides the Sites and the Service without any express or implied warranty or condition concerning the capacity or availability of the Sites or the Service.
- 16. Returns**
- 16.1 Assets bought at Auction may not be returned for any reason.
- 16.2 Assets may only be returned to **TIGER ASSET GROUP** if **TIGER ASSET GROUP** is responsible for the delivery of the Assets and:
- (a) the Assets were materially different to those described in the Auction Information; or
 - (b) the Assets were damaged in transit.
- 16.3 If a Buyer wish to return an Asset, the Buyer must contact **TIGER ASSET GROUP's** customer service team on:
E: contact@tigerassetgroup.com or
P: 02 8766 0545
within 7 days of the sale, and provide full details of the Asset and the reason for return of the Asset. When **TIGER ASSET GROUP** receives the return request, **TIGER ASSET GROUP** will process the request in accordance with its Returns Policy which is available at <http://tigerassetgroup.com/sale-calendar/>.
- 16.4 Nothing in this clause 16 (or any other provision of these terms) should be interpreted as attempting to exclude, restrict or modify the application of the Non-Excludable Guarantees. However, to the fullest extent permissible by Law, **TIGER ASSET GROUP** limits its liability for breach of a guarantee, condition or warranty implied by virtue of any Law at **TIGER ASSET GROUP's** option to the remedies contained in section 64A the Australian Consumer Law.
- 17. Complaint**
- 17.1 If a dispute arises out of or relates to these terms, please contact **TIGER ASSET GROUP's** customer service team on:
E: contact@tigerassetgroup.com or
P: 02 8766 0545
- 18. Limit of Liability**
- 18.1 Despite any other provision of these terms, **TIGER ASSET GROUP** is not liable to any Participant for any Loss which is indirect or consequential loss, any loss of actual or anticipated savings, opportunity, revenue, profit or goodwill, or any other incidental, special or punitive loss, damage or expenses.
- 19. Indemnities**
- 19.1 Each Participant indemnifies **TIGER ASSET GROUP** against any Loss arising directly or indirectly from, or incurred in connection with any breach by the Participant of these terms or the Sale Agreement, and any claim, suit, demand, action or proceeding by a third party arising from an act or omission by the Participant in connection with these terms or the Sale Agreement, whether negligent or not.
- 20. Privacy**
- 20.1 Please refer to **TIGER ASSET GROUP's** Privacy Policy which is available at <http://tigerassetgroup.com/sale-calendar/> for further details on how **TIGER ASSET GROUP** collect and protect personal information.
- 21. GST**
- 21.1 All payments to be made under these terms will, unless otherwise set out in the Auction Information, be calculated on a GST Exclusive basis.
- 21.2 The GST treatment of the Sale Price will be as set out in the Auction Information.
- 22. General**
- 22.1 The laws applicable in New South Wales govern these terms and you submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

- 22.2 Any provision of these terms that is unenforceable or illegal will be treated as if it were removed from these terms but it will not affect the enforceability of the remaining provisions of these terms.
- 22.3 **TIGER ASSET GROUP** may assign or subcontract its rights or obligations under these terms without the consent of any Participant.
- 22.4 Nothing in these terms constitutes or is deemed to constitute a partnership, joint venture, agency, employer and employee or other form of fiduciary relationship between any party.
- 22.5 **TIGER ASSET GROUP** may amend these terms at any time by posting new terms on the Site. Continued use of the Site or the Services by a person will constitute acceptance of these terms.
- 22.6 The indemnities in these terms are continuing obligations and continue to apply after expiration or termination of these terms.
- 22.7 If there is any inconsistency or conflict between the documents which comprise these terms, those documents will be interpreted and apply in the following order of descending priority to the extent of the inconsistency or conflict:
- (a) Sale Agreement; and
 - (b) these terms.

23. Definitions

- 23.1 The following definitions apply in these terms unless a contrary intention is indicated:

Account means an account with **TIGER ASSET GROUP** registered through the Site (or other means provided by **TIGER ASSET GROUP**) by a user.

Additional Seller Costs means any additional Seller costs relating to the sale of an Asset charged by the Seller (such as transport costs) and included in the Auction Information.

Agent Notification means written evidence to the satisfaction of **TIGER ASSET GROUP** that a Buyer is acting as agent for another person (the principal).

Assets means the assets for sale as described in the Auction Information.

Asset Inspection Times means the times potential Buyers may view and inspect the Assets, as set out in the Auction Information.

Auction means the auction of the Assets by way of Traditional Auction, Webcast Auction or Online Auction.

Auction Information means the Information provided by **TIGER ASSET GROUP** to Participants and other persons prior to the Auction regarding the Assets and the Auction.

Auction Participant means a person who registers for, or otherwise participates in an Auction (including Bidders) or a Buy Now Sale.

Auctioneer means **TIGER ASSET GROUP**, or in the case of a Traditional Auction, a representative or agent of **TIGER ASSET GROUP**.

Australian Consumer Law means Schedule 2 to the *Australian Competition and Consumer Act 2010* (Cth).

Maxbid means the process in an Online Auction by which a Participant selects and submits a maximum bid amount and **TIGER ASSET GROUP's** online auction system automatically incrementally increase the Participant's existing bid (where the Participant's bid is exceeded by another Bidder) up to the Participant's maximum bid amount.

Bidder means a Participant who places a bid at an Auction.

Business Day means a day on which banks are open for general banking business in New South Wales, excluding Saturdays and Sundays.

Buyer has the meaning given in clause 6.7, and where an Agent Notification has been provided in accordance with clause 9.1, also means the principal.

Buy Now Sale means a sale of an Asset where a Participant can immediately agree to purchase an Asset without participating in an Auction.

Buyers Premium means the costs of the services and facilities provided to the Buyer by **TIGER ASSET GROUP**, which will be calculated as a percentage of the Sale Price (inclusive of GST and as set out in the Auction Information).

Contact Information means contact information about a Participant (for example name, email address and telephone number) which is submitted by a Participant to Site, for the purposes of corresponding with another Participant.

Content means data, information, text, blogs, images, movies, animations and any other digital media whether currently existing or not that may be displayed, delivered through or otherwise embodied in the Site.

Commission means the commission charged by **TIGER ASSET GROUP** to the Seller as agreed by **TIGER ASSET GROUP** and the Seller.

CRP means comparable retail price.

Deposit means a portion of the Sale Price required to be paid immediately following completion of the Auction, as set out in the Auction Information.

Highest Bid means the amount offered as the final bid by the Buyer for an Asset as determined by the Auctioneer.

Information includes commercial, financial, legal and technical information and know how and any reports, valuations, summaries, conclusions, analyses, advice, memoranda, working papers, calculations, spreadsheet source code, contents and formulae, and any computer model or data.

Intellectual Property or IP means all present and future rights to:

- (a) trade marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, circuit layout rights, and all similar rights in any part of the world (including know-how); and
- (b) where the rights referred to in paragraph (a) are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such applications

Law means any law, legislation, ordinance, rule, proclamation, regulation, by-law and subordinate legislation present or future and whether state, federal or otherwise.

Loss means any loss, claim, liability, damage, charges, payments, cost or expense (whether direct, indirect or consequential and whether accrued or paid) including legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties.

Non-Excludable Guarantees means any guarantees or implied conditions or warranties that, pursuant to the Australian Consumer Law or other Law, cannot be excluded.

Online Auction means an auction where potential Buyers bid for the Assets via an online platform.

ORP means original retail price.

Participant means a person who registers for Services, (including Sellers and Auction Participants) or otherwise accesses and uses the Site.

Participant Information means any Information provided to **TIGER ASSET GROUP** by a Participant, including when registering for an Account.

Plant Hazard Report means workplace health and safety report setting out information relating to the safety and condition and any potential hazards of the Asset.

Reserve means a minimum Sale Price for the Asset as set out in the Auction Information.

RRP means recommended retail price.

Sale Agreement means the agreement between the Buyer and the Seller in a form provided by **TIGER ASSET GROUP** (and in the case of Online Auctions or Webcast Auctions, will be deemed to be executed pursuant to the Buyer's acceptance via

the Site) which sets out the terms and conditions of the sale and purchase of the relevant Assets, and includes:

- (a) the Sale Price;
- (b) Additional Seller Costs (if any);
- (c) Buyers Premium (if any);
- (d) payment terms; and
- (e) delivery terms.

In the case of Online Auctions or Webcast Auctions, the Sale Agreement will be deemed to be executed pursuant to the Buyer's acceptance via the Site.

In the case of a Buy Now Sale, the Sale Agreement will be deemed to be executed when the Participant agrees to purchase the relevant Asset.

Sale Price means the Highest Bid plus GST (if applicable), and excludes any Additional Seller Costs or Buyers Premium.

Seller means the person selling an Asset.

Seller's Premises means the Seller's premises at which the Assets are located (if applicable), as set out in the Auction Information.

Services means the services provided by **TIGER ASSET GROUP** via the Site or otherwise, including:

- (f) the operation of Auctions; and
- (g) the sale of Assets via expression of interest (EOI) and tender processes.

Site means all web pages located at www.tigerassetgroup.com including all sub-domains and related sites containing the Content and Services and any other features **TIGER ASSET GROUP** make available through the site, applications or any other online channel, software, devices or networks whether currently existing or developed in the future.

TIGER ASSET GROUP means **Tiger Asset Group Pty Limited** ACN 168 207 556.

Traditional Auction means an auction where potential Buyers physically attend the auction to place bids on the Assets.

Transaction means:

- (h) any purchase or payment; or
- (i) exchange of information between Participants, facilitated by or completed via the Site.

Total Price means the Sale Price plus any Additional Seller Costs relating to the sale of an Asset.

Webcast Auction means a Traditional Auction where Buyers can participate in the Auction via the internet.

24. Interpretation

24.1 **(Headings)** clause headings are inserted for convenience only and do not affect interpretation of these terms.

24.2 A reference to:

- (a) any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- (b) a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns; and
- (c) a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns.

24.3 **(Singular)** the singular includes the plural and the converse.

24.4 **(Corresponding meanings)** a word that is derived from a defined word has a corresponding meaning.

24.5 **(Including)** including and includes (and any other similar expressions) are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind.