

Private Sale Terms & Conditions

1. The Purchaser acknowledges that he has made an inspection of the Plant and Equipment and has satisfied himself as to condition. No warranty, guarantee or representation is offered by the Vendor or its agent as to the condition of the Plant and Equipment or to any matter that may affect future usage. All Plant and Equipment is offered on an "as is, where is" basis. While every effort has been made to ensure the accuracy of the descriptions, the Vendor and its agent cannot warrant they are correct.
2. No lot shall be sold or deemed to be sold by brochure descriptions and/or Private Sale document description or by any other description.
3. The successful Purchaser will be advised within two working days of the Vendor's acceptance of their offer and acknowledges that the deposit submitted with their offer will be held by the Vendor's agent as stake holder pending completion. If this offer is unsuccessful the deposit will be returned within seven working days of the Private Sale closure.
4. The successful Purchasers will be required to make settlement of the balance of the agreed purchase price by Bank Cheque or Bank Transfer within 48 hours of acceptance, at which time all risk in the Plant and Equipment shall pass to the Purchasers. Until the full payment has been received and cleared, all title and property in the Plant and Equipment will not pass to the Purchasers.
5. The Vendor warrants that at the time title is to pass in the goods, they will be free of any financial encumbrance.
6. The Vendor reserves the right to withdraw a lot without notice prior to the close of Private Sale.
7. If the successful Purchaser fails to comply with these terms and conditions, the Vendor shall retain the deposit and/or any other monies paid and the right to resell the Plant and Equipment in any manner and upon such terms and conditions that they may think fit.
8. All losses and expenses incurred by the Vendor and their Agent resulting from any resale pursuant to Clause 7 hereof and all damages which the Vendor and its agent may sustain hereby shall be recoverable from the successful Purchasers as liquidated damages and the Vendor and the Agent shall not be obliged to give notice of such resale.
9. The contract for sale is subject to the Laws of New South Wales, Australia.
10. The highest or any bid will not necessarily be accepted.
11. It remains at all times the responsibility of the original Purchaser to remove the equipment purchased under the Terms & Conditions of this Private Sale.
12. The Purchasers shall make their own arrangements for the collection of the Plant and Equipment from its present location by the agreed date unless advised to the contrary by the Vendor or its Agent in writing. It is a condition of this Private Sale that the Purchaser must use all care and skill to remove the plant and equipment without causing any damage to the surrounding buildings, structures and equipment. Further, unless an agreement as to the extension of the removal period has been reached with the Vendor, items not removed in the stipulated time period shall be deemed to be abandoned or storage fees of \$250 per day may apply.
13. Plant & Equipment can only be removed between the hours of 7.00am and 4.00pm on weekdays, unless otherwise arranged with the Vendor.
14. Persons entering the premises may do so at their own risk. Purchasers dismantling equipment are required to have adequate Public Liability and Workers Compensation Insurance Cover as the Vendor or their Agent will not accept any liability whatsoever for any personal injury or damage caused during dismantling or removal of plant and equipment.
15. Purchasers entering sites will be required to conform to site specific requirements, workplace health and safety and environmental regulations.

16. The Purchaser hereby indemnifies the Vendor and their Agents from all claims or proceedings which may be brought against the Vendor or their Agents which in any way arise out of or are connected with the collection of the Plant and Equipment from the premises including without limitation, any claims by the owners of the properties in connection with any damage suffered or caused to the premises.
17. All warranties, conditions, liabilities or representations in relation to the quality or fitness of the Plant and Equipment (other than any being or giving rise to non excludable rights under any laws of Australia or its constituent states which might, but for this Clause, be implied by law or otherwise) are hereby expressly negated and excluded.
18. The Purchaser acknowledges that he has received all of the Plant and Equipment upon the Purchaser taking delivery of the Plant and Equipment from the Vendor.
19. A Goods and Services Tax (GST) of 10% is payable (exclusive of the Offer Price) and in addition a buyer's fee of 10% (GST exclusive) will be added to the offer price and retained by the Agent. If the Plant and Equipment purchased by the Purchaser is to be exported from Australia, the Purchaser is required to pay the amount of GST as specified in the Offer Schedule before any removal or dismantle of the Plant and Equipment is to take place. The Purchaser is required to notify Tiger Asset Group in writing at the time of submitting the Private Sale of the intention to export the Plant and Equipment. If the Purchaser complies with the required conditions and provides Tiger Asset Group with a Bill of Lading proving the export from the country of the Plant and Equipment purchased within Sixty (60) days of the invoice date then Tiger Asset Group will refund the GST paid to the Purchaser in full.
20. Whilst every effort has been made to provide accurate advice regarding the application and effects of the GST, the Vendor and its Agent cannot warrant this advice is correct. The Purchaser acknowledges that he has received independent advice regarding the GST and its effects.
21. Removal Conditions
22. The Purchaser shall not cause damage or injury to or permit damage or injury to be caused to any plant and equipment, machinery, structures, fixtures and fittings or any other property of the Vendor, Tiger Asset Group or any other person on or near the site.
23. The Purchaser shall ensure that the site is kept clean and in a tidy condition and shall remove all rubbish it, its employees, agents and contractors accumulate during the course of their activities on site on behalf of the Purchaser. If the Purchaser fails to comply with obligations imposed on it by this clause then after giving notice of intention in writing the Vendor may arrange for any cleaning required to be carried out at the Purchaser's expense and the cost will become a debt owed by the Purchaser to the Vendor.
24. Any damage, breakage or defect caused by the Purchaser, its employees, agents or contractors for lack of care or misuse or abuse on the part of same or otherwise brought about by any breach or default of the Purchaser under the conditions of sale shall be made good by the Purchaser at its expense.
25. The Purchaser shall remove the lot(s) purchased in such a way as to ensure no inconvenience is caused to the Vendor, auctioneer or their agents and that all roads and site access are kept free of blockage and obstruction at all times.
26. All plant, tools and equipment used by the Purchaser, its employees or contractors on or around the sites shall be selected and maintained in a fully serviced and safe condition.
27. The Vendor may require the Purchaser to provide evidence prior to commencement of work for the removal of any lot that the Purchaser has arranged insurance cover in respect of any liability arising out of such work.
28. The Purchaser will be required to provide a 'Safe Work Method Statement' for approval by Tiger Asset Group prior to commencement of asset removal.

Tiger Asset Group
Agents for the Vendor

TIGER
ASSET GROUP