**DL-5681**
*Ross's Auctioneers & Valuers*
*Head Office 453 Orrong Rd*
*Welshpool, Western Australia, 6106*
*Tel: (08) 9362 9777 Fax: (08) 9358 1532*

**Auction:** Karratha Forklift Online Auction [KS270 Karratha LIA]
**When:** 5:00pm 11th November 2026
**Where:** Offsite
Orkney Road Karratha LIA WA 6714
**Inspection:** Inspection available on Tuesday the 17th and Friday the 20th of November 2026 from 9:00am to 3:00pm. (By Appointment Only)

## Conditions:

*See full Buyers Terms and Conditions appended to this catalogue*

***A buyers premium of 10.00% applies to this auction.***
***This auction is GST exclusive.***

| | Lot# | QTY | Description |
|---|---|---|---|
|  | 1 | 1 | 2011 HYSTER 2.5T FORKLIFT. MODEL H2.5TX. DIESEL. HOURS N/A (REPORTED HOURS APPROX 3500). CONTAINER MAST, FORK POSITIONING, WORK AND FLASHING LIGHTS, ISOLATOR. S/N B466R10442J. A/N HH021.<br><br>INSPECTION NOTES: NORMAL WEAR AND TEAR FOR AGE, MARKS/PAINT SCRAPES, CANT READ DASH (HRS N/A). REPORTED NEEDS LIFT RAM SEALS. NEW DASH COVER REQUIRED - BUTTONS BROKEN, DASH HARD TO READ |
|  | 2 | 1 | 2015 YALE 2.5T FORKLIFT. GAS. MODEL GLP25TK. HOURS SHOWING 92.4 (REPORTED HOURS 1902). CONTAINER MAST, FORK POSITIONING, WORK AND FLASHING LIGHTS, ISOLATOR. S/N B871R12909M. A/N HH071.<br><br>INSPECTION NOTES: NORMAL WEAR AND TEAR FOR AGE, MARKS/PAINT SCRAPES |
|  | 3 | 1 | 2018 CATERPILLAR 2.5T FORKLIFT. MODEL DP25NT. DIESEL. HOURS UNREADABLE (REPORTED 947HRS). CONTAINER MAST, WORK AND FLASHING LIGHTS, ISOLATOR. S/N CT18C-86706. A/N HH172.<br><br>INSPECTION NOTES: SEAT DAMAGED, NORMAL WEAR AND TEAR FOR AGE, MARKS/PAINT SCRAPES, NO FORK POSITIONING |
|  | 4 | 1 | 2021 HYSTER 2.5T FORKLIFT. MODEL H2.5XT. DIESEL. HOURS SHOWING 3820. CONTAINER MAST, WORK AND FLASHING LIGHTS, ISOLATOR. S/N D466R11425V. A/N HH173.<br><br>INSPECTION NOTES: NORMAL WEAR AND TEAR FOR AGE, MARKS/PAINT SCRAPES, COVER FOR HANDBRAKE REQUIRED |
|  | 5 | 1 | 2021 HYSTER 2.5T FORKLIFT. MODEL H2.5XT. DIESEL. HOURS SHOWING 679. CONTAINER MAST, FORK POSITIONING, WORK AND FLASHING LIGHTS, ISOLATOR. S/N D466R11667V. A/N HH179.<br><br>INSPECTION NOTES: NORMAL WEAR AND TEAR FOR AGE, MARKS/PAINT SCRAPES, REAR TYRES POOR |
|  | 6 | 1 | 2011 TCM 3T FORKLIFT. MODEL FD30T3. DIESEL. HOURS N/A (REPORTED APPROX 4500). CONTAINER MAST, FORK POSITIONERS, ISOLATOR, DUAL FRONT TYRES. S/N 2N905110. A/N HH079.<br><br>INSPECTION NOTES: NORMAL WEAR AND TEAR FOR AGE, MARKS/PAINT SCRAPES, SEAT DAMAGED, CANT READ DASH, HORN MISSING. REPORTED SIDE SHIFT AND FORK POSITIONING OIL LEAKS |
|  | 7 | 1 | 2012 YALE 5T FORKLIFT. MODEL GDP50VX. DIESEL. HOURS SHOWING 3394. CONTAINER MAST, WORK AND FLASHING LIGHTS, ISOLATOR, DUAL FRONT TYRES. S/N G813B02596K. A/N HH036.<br><br>INSPECTION NOTES: NORMAL WEAR AND TEAR FOR AGE, MARKS/PAINT SCRAPES, REPORTED ERROR CODE 627-2 ON DASH |

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| | Lot# | QTY | Description |
|---|---|---|---|
|  | 8 | 1 | 2012 YALE 5T FORKLIFT. MODEL GDP50VX. DIESEL. HOURS SHOWING 2933. CONTAINER MAST, WORK AND FLASHING LIGHTS, ISOLATOR, DUAL FRONT TYRES. S/N H813B01570K. A/N HH047.<br><br>INSPECTION NOTES: NORMAL WEAR AND TEAR FOR AGE, MINOR MARKS/PAINT SCRAPES, REPORTED SUSPECTED FUEL CONTROL VALVE FAULT - RUNS BUT STOPS AFTER SOME TIME |
|  | 9 | 1 | 2019 CATERPILLAR 5T FORKLIFT. MODEL DP50N. DIESEL. HOURS SHOWING 1721. CONTAINER MAST, WORK AND FLASHING LIGHTS, ISOLATOR. S/N CT28C51084. A/N HH092.<br><br>INSPECTION NOTES: NORMAL WEAR AND TEAR FOR AGE, MARKS/PAINT SCRAPES, SEAT BELT LOCK REQUIRES ATTENTION, SIDE SHIFT OIL LEAK, FUEL ACCESS FLAP MISSING, FRONT TYRES POOR |
|  | 10 | 1 | 2015 HYSTER 7T FORKLIFT. MODEL H15.5FT FORTIS. DIESEL. HOURS SHOWING 3401. LONG FORKS (2400mm). ACE ULTIMATE SCALES (UNTESTED), FORK POSITIONING, WORK AND FLASHING LIGHTS, ISOLATOR, DUAL FRONT TYRES. S/N K006V02625M. A/N HH069.<br><br>INSPECTION NOTES: NORMAL WEAR AND TEAR FOR AGE, MARKS/PAINT SCRAPES |
|  | 11 | 1 | 2015 HYSTER 7T FORKLIFT. MODEL H155FT FORTIS. HOURS SHOWING 3173. LONG FORKS (2400mm). S/N K006V02626M. A/N HH070.<br><br>INSPECTION NOTES: NORMAL WEAR AND TEAR FOR AGE, MARKS/PAINT SCRAPES, PAINT OVERSPRAY ON PANELS. REPORTED HAS A PROBLEM IN THE WIRING LOOM ON THE CANBUS COMMUNICATION LINES AND WILL NOT DO A DPF BURN |
|  | 12 | 1 | 1 X PAIR OF FORKLIFT SLIPPERS (L1) Approx 330 x 100 x 3200mm |
|  | 13 | 1 | 1 X PAIR OF FORKLIFT SLIPPERS (L2) Approx 300 x 90 x 3600mm |
|  | 14 | 1 | 2 X ASSORTED FORKLIFT TYRES INCLUDING 1 X TERRATYRE 6.50-10, 1 X TERRATYRE 7.00-12, |

## 1. DEFINITIONS

"**Account**" means an account held by a Member through which they may access and use the Website.

"**Act**" means the Auction Sales Act 1973 (Western Australia),

"**Auction**" means an auction, including an Online Auction, organised by the Auctioneer at which Lots are offered for sale to Bidders.

**"Auctioneer"** means Dodd & Dodd Group Pty Ltd trading as Ross's Auctioneers & Valuers and where relevant to the context it shall mean or include the person/s conducting such an Auction on its behalf and all other employees.

"**Auction Site**" means a site at which an Auction takes place which may include the Website.

"**Auto Bid**" means any auto bid system implemented by the Auctioneer for use in an Online Auction available for Members to automatically place bids up to a prescribed maximum amount as specified in Condition 7.12 to 7.14 inclusive.

"**Bidder**" means any person who bids for a Lot.

**"Bidder Registration Form"** means a name and address form to be obtained from the Auctioneer.

"**Buyer**" means any person who successfully bids for a Lot.

"**Buyers Premium**" means an amount payable by a Buyer in addition to the sale price calculated at a rate stated by the Auctioneer in advertisements or as displayed at the Auction Site, including Website, which rate will usually be a percentage of the sale price plus GST.

"**Claim**" means any claim in law or equity, or under statute, for a remedy of any nature whatsoever, whether contingent, prospective, actual or otherwise and including any and all claims, actions, sums of money, arbitrations, suits, counterclaims, demands, causes of action, debts due, verdicts, judgments, Losses, account reckonings, proceedings and charges.

" **Hardware**" means the mechanical and electronic components of a computer including monitor, keyboard and desktop or tower case.

**"Conditions"** means these terms and conditions.

**"Fall of the Hammer"** means the declaration by the Auctioneer the bidding has closed and the Lot is sold which, for an Online Auction, is the expiry of the time of Auction.

**"GST"** means a tax payable under the *New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended.

"**Indemnified Parties**" means the Auctioneer, its Related Bodies Corporate, affiliates, officers, directors, shareholders, agents, contractors, employees and representatives.

"**Law**" means any law or legal requirement, including at common law, in equity, under any statute, regulation or by-law and any decision, directive, guidance, order, decree, guideline or requirements of any authority.

"**Legislation**" means the *Work Health and Safety Act 2020* (WA) and the *Work Health and Safety (General) Regulations 2022* (WA).

"**Loss**" means any damage, loss, expense and cost whatsoever including any cost or expense regarding any Claim and any legal costs and expenses of any nature.

"**Lot**" means any item or items marked as a lot or described as a lot by the Auctioneer.

"**Member**" means a Bidder who has an Account on the Website with those members to be split into categories as designated on the Website including basic and premium membership with the terms and conditions relating to the various categories specified on the Website but will, at a minimum, require a person to be a premium member before they are able to bid.

"**Minimum Increment**" means a minimum acceptable bid increase increment which may be set by the Auctioneer for each bid on a Lot and which establishes the minimum amount by which the current highest bid on a Lot must be exceeded.

"**Online Auction**" means an Auction which takes place online via the Website, whether entirely or in conjunction with or as a part of another type of Auction.

**"Plant & Equipment"** has its ordinary meaning and includes, but is not limited to, vehicles, machinery, mechanical, electrical and-electronic equipment, tools, fixtures, appliances, implements and any component or fitting thereof or accessory thereto.

"**Related Bodies Corporate**" has the meaning given to that term in the *Corporations Act 2001* (Cth).

"**Reserve Price**" means any price which the Auctioneer may set for a Lot below which the Auctioneer will not sell the Lot to the highest Bidder.

"**Seller**" means any person who sells a Lot.

"**Software"** means the programs and other operating information used by a computer.

"**Website**" means the Auctioneer's website which, amongst other things, hosts Online Auctions.

## 2. INTERPRETATION

(a) Headings in these Conditions are provided for convenience only and do not form part of these Conditions or affect its interpretation.

(b) A clause in these Conditions must not be construed to the disadvantage of the Auctioneer merely because the Auctioneer was responsible for the preparation of these Conditions or any amendments thereto.

(c) "Including" and similar expressions are not words of limitation.

(d) You or your refers to the Bidder, Buyer and/or Member as relevant.

(e) Us, we or our refers to the Auctioneer.

## 3. AUCTIONS

3.1. The Auctioneer conducts live Auctions at various Auction Sites at which Bidders may attend and bid for Lots.

3.2. The Auctioneer also operates auctions online through its Website that enables Members to view, bid on and purchase Lots via Online Auctions usually for a specific time period.

3.3. The Auctioneer may operate an Auction at the Auction Site and at the same time conduct an Online Auction for some or all of the same Lots with any specific terms relevant to the conduct of the Auction or the interrelationship between the Auction and the Online Auction to be advised by the Auctioneer at the time.

## 4. REGISTRATION

**Bidder – in person**

4.1. Prior to an Auction each person who wants to be a Bidder in person shall complete a Bidders Registration Form. By taking steps to complete a Bidders Registration Form, you agree to be bound by these Conditions.

4.2. If a Bidder is successful then on the request of the Auctioneer, the Bidder as Buyer will be required to provide their full name and residential address immediately.

4.3. A Bidder shall be deemed to bid and purchase as a principal.

4.4. Notwithstanding the advice by a Bidder of a third party principal the Bidder will be deemed to be the Buyer and liable for the purchase on these Conditions as the arrangements in place with any principal are a matter between the Bidder and the principal.

**Bidder/Member – Online**

4.5. Only Members may participate in Online Auctions.

4.6. To the extent there is any inconsistency between the rest of these Conditions and this Condition 4 in relation to their application to a Member, the terms contained in Condition 4 will prevail, unless otherwise advised by the Auctioneer for a specific Auction.

4.7. To become a Member, you must first register an Account which must be registered in the name of an individual person.

4.8. A person may not, without the Auctioneer's prior written consent, have more than one Account at any time.

4.9. By taking steps to become a Member, you agree:

(a) to be bound by these Conditions;

(b) to provide the Auctioneer with true, full and accurate identification and other information including your name, address, phone number, credit card details, email address and any identification or other information required by the Auctioneer from time to time;

(c) to ensure your information is kept up to date. The Auctioneer will not be responsible for any Loss suffered by a Member if the Member provides inaccurate, incomplete or out of date identification or other information; and

(d) you are responsible for obtaining and maintaining all telephone, internet, computer hardware and other equipment needed by you for access to and use of the Website or an Online Auction.

4.10. The Auctioneer may in its sole and absolute discretion refuse to register an Account in relation to a person seeking to become a Member.

4.11. Once you have successfully become a Member, you agree to pay all moneys payable for an Online Auction under these Conditions.

4.12. The Auctioneer will generally communicate with you by way of email pursuant to the email address linked to your Account.

4.13. You acknowledge and agree the Auctioneer is not liable to you for any Loss you may incur as a result of:

(a) you failing to provide true, full, accurate and up to date identification or other information at all times; or

(b) any delay or failure by you to read or receive any communication from the Auctioneer regarding your Account, the Website or an Online Auction.

4.14. You must not use the Website in any way whatsoever if you:

(a) are under the age of 18;

(b) are an undischarged bankrupt, insolvent or under external administration; or

(c) lack legal capacity,

and if you fail to comply with this condition, the Auctioneer may at its sole and absolute discretion void or cancel any bid (including a winning bid) on a Lot which you have made.

4.15. You may request to cancel your Account by emailing the Auctioneer at info@auctions.com.au and the Auctioneer will attend to the cancelling of your Account as soon as reasonably practicable. However, the Auctioneer reserves the right to refuse to cancel your Account if there are any active or outstanding matters, including unpaid amounts, associated with your Account.

4.16. You are solely responsible at all times for:

(a) maintaining the confidentiality and security of your password and for restricting access to your Account, and must notify the Auctioneer immediately upon becoming aware of any actual or suspected unauthorised use of your Account or of any other breach of security associated with your Account;

(b) complying with all Laws in relation to the use of the Website by you; and

(c) all activities that occur under your Account including by persons who have accessed your Account without authority. Any use of the Website which can be attributed to your Account, including bids, will be considered to be use of the Website by you.

4.17. You must not:

(a) sell, transfer or assign your Account to anyone else;

(b) allow anyone else to use your Account;

(c) post or transmit through the Website any language, image or material that violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, pornographic, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offence, gives rise to civil liability or otherwise violates any Law;

(d) use the Website to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of Members to become subscribers of other on-line services;

(e) place bids or cause bids to be placed on any Lot for the purpose of artificially increasing or otherwise manipulating the bidding process or the bid price of any Lot listed on the Website, or influencing user behaviour on the Website;

(f) interfere with the proper operation of the Website or an Online Auction or place an unnecessary burden on the Auctioneer's operating and computer systems or the Website;

(g) register, bid on or purchase Lots under a false name or user name, impersonate another person or Member, use another Member's password or use an invalid or unauthorised credit card;

(h) upload, post or otherwise make available on the Website any information or material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right.

4.18. The Auctioneer may in its sole and absolute discretion cancel your Account at any time and for any actual or suspected breach of these Conditions. If the Auctioneer cancels your Account, you may not, under any circumstances attempt to create a new Account without prior written consent and approval from the Auctioneer.

4.19. You hereby grant the Auctioneer a non-exclusive, irrevocable and transferable right to edit, copy, publish and distribute any material made available on the Website by you.

4.20. The Auctioneer may from time to time impose additional requirements, conditions and/or payments which you must comply with in order to maintain your Account. If you do not agree with any additional requirements, conditions and/or payments, or you do not comply with them, your Account will be suspended and you must take steps to cancel your Account and immediately stop using the Website failing which the Auctioneer may cancel your Account.

4.21. The Website contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and you agree the contents of the Website are the Auctioneer's intellectual property and you must not use that intellectual property without our prior written consent.

4.22. The Auctioneer has the right at any time to change or discontinue any aspect or feature of the Website, including, but not limited to, services, products, content, hours of availability, and equipment needed for

access or use of the Website. The Auctioneer will not be responsible for any Loss you may incur as a result of this Condition.

**5. NO SELLER OR AUCTIONEER WARRANTIES**

5.1. The Auctioneer and the Seller do not provide any express or implied warranty or guarantee:

(a) any Lots sold are fit for a particular purpose or for your intended purpose; or

(b) as to the condition, suitability or merchantable quality of any Lot.

5.2. The Auctioneer does not warrant or guarantee:

(a) any information and records (including any description) are complete, accurate, up to date or compliant. It is your responsibility to familiarise yourself with all relevant information and records in relation to a Lot;

(b) the Website and/or an Online Auction has any particular technical performance, stability or capacity, or there will be uninterrupted continuous access available for you to the Website and/or an Online Auction. The Auctioneer accepts no responsibility or liability for Loss arising from or related to any down time or failure of the Website or an Online Auction; and

(c) any particular record or information you provide to the Auctioneer will be preserved over time, or the Auctioneer will be able to prevent or become aware of any illegal or inappropriate use of the Website or an Online Auction.

5.3. The Auctioneer accepts no responsibility or liability for any manufacturer's warranty that may accompany any Lot you purchase and you are responsible for contacting and dealing with the manufacturer directly in relation to any such warranty or Claim.

5.4. The Seller has warranted to the Auctioneer the Seller has good title to the Lot or has the proper authority to sell the Lot, and the Auctioneer has relied upon such warranty in selling the Lot but the Auctioneer makes no warranty as to title or encumbrances.

**Retail Prices**

5.5. You should make your own enquiries about the value of a Lot and must not rely on any manufacturer's recommended retail price, manufacturer's original retail price or comparable retail price for a Lot, whether on the Website, in a catalogue or attached to any Lot ("Retail Prices"). Retail prices do not represent our estimate of the value of a Lot or the price that buyers have previously purchased items similar to or the same as the Lot.

**Inspections**

5.6. (a) All Lots have a formal inspection period.

(b) During this time potential Bidders are able to inspect all the Lots.

(c) It is a Bidder's responsibility to confirm this period and utilise this time to satisfy themselves as to the condition, nature and authenticity of a Lot and accept the same with all faults, latent or patent.

(d) Inspections are essential and will be deemed to have been taken place in all cases irrespective of the type of Auction.

**Faults and Misdescription**

5.7. A sale shall not be invalidated by reason of any fault or defect in a Lot.

5.8. A sale shall not be invalidated by reason of a Lot being incorrectly described in a catalogue, on the Website or elsewhere.

5.9. The Seller and/or Auctioneer are not liable to pay compensation to a Buyer for any fault, defect, error or misdescription in a Lot or part thereof or for any missing parts, genuineness or quality issues.

**Work Health and Safety Obligations**

5.10. Legislation imposes obligations, such as providing and maintaining a safe work environment and preventing exposure to and protection from hazards on persons who use or operate Plant & Equipment in a workplace and on employers whose employees use or operate Plant & Equipment. If the Buyer intends to use Plant & Equipment purchased at an Auction, at a workplace then it is the responsibility of the Buyer to inform themselves of these obligations.

5.11. Legislation imposes obligations on the Seller and the Auctioneer to provide information on the purpose for which the Lot was designed or manufactured (including registration of the design or registration of the Lot) and the condition of the Lot, including any faults, and for these purposes the Auctioneer relies on information provided by the Seller for compliance with the requirements of the Legislation.

5.12. Unless otherwise stated by the Auctioneer in the form of information provided in conjunction with a Lot, no Lot, including any item of Plant & Equipment, sold at an Auction has been assessed or inspected by a competent person and it may or may not be registered (whether as to design or otherwise) or affected by faults or defects, which make it unsafe for use. It is the responsibility of the Buyer to ensure assessment and inspection by a competent person and any issues associated with registration.

5.13. The Buyer is warned the items not previously assessed or inspected by a competent person or accompanied by information of the nature described in Condition 5.11, are sold for scrap or spare parts only and in their current form are not to be used as plant.

5.14. Legislation requires owners of Plant & Equipment maintain safety and health information and records. The Auctioneer will pass on to the Buyer all information made available to them by the Seller but this may not be all of the information or records required and the Auctioneer makes no warranty about the information being accurate, up to date, complete or compliant. Where no such safety and health information and/or records are available, no liability for their absence is assumed by the Auctioneer. It is the responsibility of the Buyer to ensure the Buyer seeks to ascertain the safety and health information and/or records.

**Computers**

5.15. Unless specifically provided, any sale of computer equipment at an Auction is intended to be the sale of Hardware only.

5.16. If the sale of any computer equipment includes Software, the Software may be subject to a Software licence agreement. A copy of this agreement may be obtained from the computer manufacturer or possibly the Seller.

5.17. If the Software is not capable of being assigned with the Hardware, the Buyer acknowledges any use of the Software may be a breach of the Software licence agreement.

5.18. If the Software is capable of being assigned with the Hardware, the Buyer agrees:

(a) they are bound by terms and conditions of Software licence agreement;

(b) those conditions may restrict the use of the Software; and

(c) the Buyer is responsible to attend to any requirements, terms and conditions necessary to obtain an assignment of the Software licence.

**Liquor**

5.19. You acknowledge, under the *Liquor Control Act 1988* (WA), it is an offence to sell or supply liquor to a person under the age of 18 years, or for a person under the age of 18 years to purchase, or attempt to purchase, liquor.

5.20. You must be above the age of 18 to purchase liquor at an Auction. The Auctioneer reserves the right to require Bidders to provide an approved identification (such as a Western Australian Driver's Licence, Proof

of Age Card or Passport) when registering to bid for and collecting their purchased Lots. Failure to produce satisfactory identification may result in you being prevented from collecting your Lot.

**Refunds / Returns**

5.21. All Lots are sold on an 'as is, where is' basis. This means Lots are sold in their current condition, regardless of any faults or damage. All descriptions and photos are to be used as a guide only.

5.22. You accept full responsibility in satisfying yourself with the Lot prior to bidding. If you are in doubt, you should not bid on a Lot as no returns or refunds will be made or allowed to Bidders by the Auctioneer.

## 6. AUCTIONEER AND SELLERS RIGHTS

6.1. The Auctioneer and the Seller reserve the following rights, which may be exercised by the Auctioneer in its absolute discretion without providing any reason:

(a) to not offer for sale any Lot or part of any Lot described in a catalogue or on the Website;

(b) to offer two or more of the Lots or part of any Lot described in a catalogue or on the Website as separate Lots for sale together as one Lot. Unless indicated otherwise, items in a Lot are not divisible and must be bid on collectively;

(c) if any Lots referred to in (b) are not sold to a successful bidder the Auctioneer may offer those lots as separate Lots;

(d) to withdraw any Lot from sale;

(e) to refuse to accept a bid from any person;

(f) to refuse admission or to eject from the Auction Site, including an Online Auction, any person;

(g) to refuse to accept any bid for a Lot being less than the Minimum Increment;

(h) to keep secret the existence and amount of any reserve price of a Lot;

(i) if any Buyer shall successfully bid for more than one Lot at an Auction:

(i) to appropriate any monies received from that Buyer in satisfaction or partial satisfaction of the purchase price due for any one or more of such Lots to the total or partial exclusion of amounts due for any other Lot as the Auctioneer shall see fit; and

(ii) to elect at any time to treat the contract for the sale of each Lot as independent with each other and default under any such contract shall be default under all such contracts;

(j) to bid on behalf of any prospective Buyer with or without disclosure as authorised by the Act;

(k) if any Lot is not sold at the auction to offer to sell the same immediately after the auction by private sale but otherwise subject to these Conditions;

(l) to permit the Seller to make one or more bids for any Lot as authorised by the Act; and

6.2. The Auctioneer reserves the right to add to or vary the Conditions for any specific Auction by notice to Bidders at the Auction, including for any Online Auction by including terms or variations on the Website.

## 7. BIDDING

7.1. A bid by a person shall be deemed as:

(a) proof the person has acquainted themself with these Conditions and is satisfied with the condition of and all other information relating to the sale of the Lot; and

(b) the intention by that person to enter into a legally binding agreement to purchase the Lot at that price.

7.2. If the Auctioneer accepts your bid, you are obligated to complete the transaction as accepted by the Auctioneer including payment of the purchase price and any other monies payable.

7.3. Subject to any Reserve Price (which may be removed or introduced at any time by the Auctioneer in its sole and absolute discretion and which will generally not be revealed), the highest Bidder for each Lot at any Auction shall be the Buyer.

7.4. If you bid on a Lot and the Reserve Price is not met, the Auctioneer may (but is not obligated to) contact you with an offer to enter into further negotiations for the sale of the Lot to you.

7.5. Subject to Condition 4 for Online Auctions, the entry of the Buyers name in the record or book kept by the Auctioneer (which may be contained through the Website), shall be binding upon the Buyer and such record or book, together with these Conditions, shall constitute the whole of the contract between the Auctioneer and the Buyer and as between the Buyer and the Seller.

**Online Bidding**

7.6. Any time period or timing mechanism shown or referred on the Website, refers to the Auctioneer's time, which is approximate to but may vary slightly from current official times and time periods in Western Australia.

7.7. To be able to bid on a Lot you must first provide the Auctioneer with the requested details for a credit card acceptable to the Auctioneer together with your authority for the Auctioneer to charge a specified amount to this credit card, as a part of your application for an Account and to become a Member.

7.8. Once you have submitted a bid to purchase any Lot, it cannot be retracted and you cannot lower your bid.

7.9. Bids will take priority over other bids in an Online Auction (whether by itself or in conjunction with or as part of a physical Auction) in the following order of precedence: 1. highest bid price; then 2. highest bid quantity (where relevant); and then 3. earliest time bid is received by the Auctioneer.

7.10. Where there are multiple items or quantities in a Lot and a bidding page for the Online Auction allows you to specify a quantity, you may not lower your bid quantity until your existing highest bid is exceeded by another Bidder. However, if you are not the highest Bidder for the entire quantity you bid on but are the highest Bidder for a lesser quantity then the Auctioneer will recognise you as the winning Bidder and Buyer for that lesser quantity.

**Absentee Bids**

7.11. If the Auctioneer may allow absentee bids to be made for a traditional Auction it will be necessary to complete the forms required by the Auctioneer to the satisfaction of the Auctioneer.

7.12. If you wish to make an absentee bid for an Online Auction this may only be done through your Account as a Member and following the procedures specified on the Website by the Auctioneer for an Auto Bid.

7.13. Absentee Bidders agree to be bound by these Conditions, and acknowledge whilst every care is taken in executing absentee bids and written instructions, the Auctioneer accepts no responsibility for errors.

7.14. If you complete the necessary absentee forms or use Auto Bid you acknowledge:

(a) these represent your irrevocable offer to purchase the applicable Lot at (or below) the highest bid amount designated by you and such offer may not be cancelled or retracted by you after submission. If you are the highest Bidder you are obligated to complete the purchase transaction;

(b) for your convenience, the Auctioneer automatically sets each of your next bid amounts by adding the greater of the applicable Minimum Increment and such other amount you manually prescribe, to the current bid amount; and

(c) your authority for the Auctioneer to charge the sum of $1,000 to your credit card as a deposit in auctions for vehicles. If you are not the successful bidder the Auctioneer will refund this amount to you as soon as reasonably practicable.

**Anti Snipe Feature**

7.15. All Auctions which are Online Auctions only with a time limitation have an 'anti snipe' feature which means that, if a bid is made within 5 minutes of close, the bidding time will be extended by 5 minutes. This is to reduce instances where Bidders 'snipe' during the last minute of an Online Auction.

**Dispute as to Bid**

7.16. If a dispute arises as to any bid, the Auctioneer shall, in our absolute discretion, either determine the dispute immediately or resume the bidding at the last undisputed bid. A dispute may only be raised by the Bidder prior to the Auctioneer accepting the highest bid on the fall of the hammer or the Online Auction equivalent.

## 8. BUYERS PREMIUM

All Lots purchased are subject to a Buyer's Premium and the Buyer agrees to pay the Buyer's Premium. The Buyer's Premium will be payable at the same time as the purchase price and is payable to the Auctioneer in consideration for services and facilities provided to the Buyer by the Auctioneer.

## 9. GOODS AND SERVICES TAX

Unless otherwise stated by the Auctioneer in writing, GST will be added to the purchase price, Buyers Premium and all other monies payable by the Buyer, and such GST will payable by the Buyer to the Auctioneer.

## 10. PAYMENT FOR LOTS

**Deposit**

10.1. On the fall of the hammer, unless notified otherwise by the Auctioneer, the Buyer shall immediately pay to the Auctioneer a deposit of 20% of:

(a) the purchase price for the Lot; and

(b) any Buyers Premium,

by way of cash, EFTPOS or bank cheque or, if agreed by the Auctioneer, by way of Visa or Mastercard (which shall be subject to a 1% fee).

10.2. If a Buyer fails to pay the deposit the Auctioneer may put the Lot up for bidding and resale, and the defaulting Buyer's bid shall not be taken again at the resale.

10.3. If the resale price is lower than the price obtained on the first sale the difference in price shall be an amount recoverable from the defaulting Buyer by the Auctioneer and/or Seller as a debt immediately due and payable by the defaulting Buyer.

**Payment**

10.4. In addition to the deposit, within the timeframe specified by the Auctioneer, verbally or otherwise, which may include a time prior to the end of the Auction, or if no such timeframe is specified by the Auctioneer then within 24 hours of successful bidding, the Buyer shall pay to the Auctioneer the full purchase price for the Lot including any applicable government tax or impost, Buyers Premium, GST and credit card charges, if relevant.

10.5. All moneys shall be paid by way of cash, EFTPOS or bank cheque or if agreed by the Auctioneer by way of Visa or Mastercard (which shall be subject to a 1% fee).

10.6. The Buyer shall not be entitled to remove the Lot from the Auction Site, Auctioneer's or Seller's premises until the purchase price and all other monies payable have been paid in full.

10.7. The Auctioneer and the Seller reserve the right to restrict or prohibit access to the Lot prior to the Lot being paid in full.

10.8. Title to the Lot shall not pass to the Buyer until all funds and cheques are cleared by the Auctioneer's bank.

**Payment – Online Auction**

10.9. The Website utilises an automatic payment system, and once an Online Auction has closed, all sales under $2000 will be deducted directly from the credit card which the Buyer has linked to their Account.

10.10. If a sale of a Lot is above $2000, a deposit of $1000 will be automatically deducted from the Buyer's nominated credit card and the Buyer must pay the balance of their payment through the 'member tools' area on the Website, which can be done by way of direct deposit or credit card, or in person at the Auctioneer's Welshpool branch.

10.11. If a credit card linked to your Account has insufficient credit to pay any outstanding amount owed in connection with a Lot, then you hereby authorise the Auctioneer to debit the maximum amount possible from a credit card linked to your Account, and to repeatedly debit further amounts from a credit card linked to your account for unpaid amounts.

10.12. All payments must be completed within 1 business day after the close of the Online Auction.

**11. LOTS AT BUYERS RISK**

11.1. From the fall of the hammer each Lot is at the Buyer's risk.

11.2. The Auctioneer and the Seller will not be liable for any deficiency, damage or Loss which may occur thereafter and it is recommended insurance be taken out by the Buyer at the fall of the hammer to cover any Loss.

**12. REMOVAL OF LOTS**

12.1. Before bidding on any Lot you should:

(a) determine whether you will be in a position to collect the Lot if you are the winning Bidder; and

(b) ensure you are familiar with all procedures, timeframes, risks and costs associated with collection of the Lot.

12.2. At the Buyers own cost the Buyer shall remove the Lot from the Auction Site, Auctioneer's or Seller's premises (as appropriate), during the hours of day permitted by the Auctioneer, and within the timeframe specified by the Auctioneer or by no later than 4 p.m. on the next business day following the sale, whichever is the later.

12.3. The Buyer shall not remove a Lot during an Auction unless authorised by the Auctioneer.

12.4. The Buyer is fully responsible for the expense and risk of the removal of a Lot and for any damage to property or injury to persons caused by the Buyer, their agents or employees that occurs during the removal of a Lot.

12.5. A Lot or any part thereof which a Buyer does not remove within the timeframe specified in Condition 12.2 may thereafter be moved or removed by a party engaged by the Auctioneer and stored at the Auction Site or elsewhere, at the absolute discretion of the Auctioneer.

12.6. The moving, removal and storage (including fees charged by the Auctioneer or Seller for storage on their premises or elsewhere) shall be deemed to be made at the request of the Buyer and all costs incurred or charged by the Auctioneer and/or Seller, shall be recoverable by the Auctioneer and/or Seller as a debt immediately due and payable by the Buyer.

12.7. The Auctioneer will not be responsible for any Loss or damage due to removal or storage by the Auctioneer or the Seller.

12.8. The Buyer will not be entitled to remove or collect the Lot until all fees are paid.

12.9. The rights granted to the Auctioneer and Seller in this clause are in additional to and not in substitution for the rights set below in Condition 13 Buyer's Default.

12.10. If the Buyer fails to remove a Lot purchased by it after 7 business days from the date of sale, the Auctioneer may resell the Lot to recover any outstanding fees owed by the Buyer.

12.11. The disconnection of any gas or electrical services from any piece of Plant & Equipment carried out during the removal of a Lot must be performed by a competent and qualified tradesperson.

**13. BUYER'S DEFAULT**

13.1. If the Buyer fails to comply with any of these Conditions, the deposit and any additional monies paid shall be forfeited without notice to the Buyer by the Auctioneer and the Lot for which the default has been made may be resold by public or private sale or disposed of, if the Auctioneer determines it is no longer of commercial value.

13.2. The defaulting Buyer shall pay all the expenses arising from the default including the cost of any removal, storage, warehousing, advertising, commission and resale.

13.3. If the price obtained on the resale is lower than the price obtained at the original sale, the difference in price may be recovered by the Auctioneer and/or Seller as a debt immediately due and payable by the Buyer.

13.4. The Auctioneer is also entitled to recover from the Buyer:

(a) a sum for expenses and charges incurred by the Auctioneer in connection with or incidental to the resale;

(b) a cancellation fee, which is to be the higher of $250.00 or 20% of the total amount owed by the Buyer;

(c) the amount of any applicable commission or Buyers Premium;

(d) any applicable sales tax or any other government tax, impost or fee relating to or arising from the sale of the Lot or part thereof; and

(e) expenses incurred by the Auctioneer arising out of the default including costs of removal, storage or for recovering the moneys owing.

13.5. You authorise the Auctioneer to process any amounts referred to in this Condition 13 against your credit card which you have provided to the Auctioneer. The Auctioneer will act reasonably in the application of this Condition 13.5 and will seek to be put back into the position the Auctioneer would have been had you not defaulted.

**14. LIMITATION OF LIABILITY**

14.1. The Auctioneer is not responsible for and accepts no liability for any Loss related to a failure to receive, accept or process your bid due to any timing or technical issues.

14.2. To the extent the Auctioneer may not exclude its liability under Law in relation to any condition or warranty, the Auctioneer's liability is limited, in the case of the supply of services to either supply the services to you again, pay the cost of having the services supplied to you again, or provide you with a full refund, or in the case of the supply of goods to either replace the goods, supply equivalent goods, or provide you with a full refund.

14.3. It is your responsibility to monitor each Auction you have bid on, including as an absentee bidder or when using Auto Bid, to determine if you are the winning Bidder. If you are the winning Bidder the Auctioneer will attempt to email you notification of this to the email address provided by you. However, the Auctioneer accepts no responsibility or liability if this notification is not received or read by you and you are not released from the purchase by any failure to receive or read such notification.

**15. INDEMNITIES**

15.1. To the greatest extent permitted by Law, you agree to:

(a) defend, hold harmless, indemnify and keep indemnified the Indemnified Parties against all Claims, Losses and liabilities (including and not limited to legal fees) arising from or in connection with your breach of these Conditions (including any the terms set out on the Website or any supplemental document incorporated by reference), your breach of any third party rights including and not limited

to infringement of intellectual property rights and invasion of privacy. This will include all costs and expenses, including all legal fees, of any of the Indemnified Parties defending themselves against any Claim related thereto, on a full indemnity basis; and

(b) hold harmless, indemnify and keep indemnified, the Indemnified Parties against any Claim arising from or in connection with your Account, or by any third party arising from or in connection with your breach of these Conditions (including any the terms set out on the Website or any supplemental document incorporated by reference), on a full indemnity basis.

**16. PUBLIC LIABILITY**

16.1. Persons attending an Auction Site, before, during or after an Auction do so at their own risk. The Auctioneer, its agents, employees or principals shall not in any way be liable for any injury sustained or death to any person or for damage to or loss of property whatsoever caused.

16.2. All persons attending the Auction Site under the age of 16 years are required to be in the care of and under the supervision of an adult.

16.3. All persons attending an Auction Site must wear enclosed footwear. For the safety of all attendees, the Auctioneer may prohibit persons without the appropriate footwear from accessing an Auction Site.

**17. GENERAL**

17.1. These Conditions constitute the entire agreement between you and the Auctioneer with respect to the subject matter hereof and supersedes and cancels all prior and contemporaneous agreements, claims, representations and understandings between you and the Auctioneer, whether written or oral.

17.2. The Auctioneer is not your agent, fiduciary, trustee or other representative. Nothing expressed or mentioned in or implied from these Conditions is intended or shall be construed to give to any person other than the Auctioneer, Bidders and Members any legal or equitable right or Claim under or in respect to these Conditions. These Conditions and all of the representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of the Auctioneer and you.

17.3. The Auctioneer's failure to enforce the strict performance of any provision of these Conditions will not constitute a waiver of the Auctioneer's right to subsequently enforce such provision or any other provisions of these Conditions.

17.4. Unless indicated otherwise, all references to monetary amounts are to Australian dollars and all payments pursuant to these Conditions must be made in Australian dollars.

**18. TIME TO BE OF THE ESSENCE**

Time shall be of the essence in the sale of any Lot and in the performance of these Conditions.

**19. GOVERNING LAW**

These Conditions are governed by the laws of Western Australia. You agree to submit to the exclusive jurisdiction of the courts of Western Australia.

**20. SEVERANCE**

If any part of these Conditions is, or becomes, void or unenforceable, that part is, or will be, severed from these Conditions so that all parts are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

**21. AMENDMENTS AND CHANGES**

21.1. The Auctioneer reserves the right, in its sole discretion, to amend these Conditions at any time, which amended Conditions shall be immediately binding upon you.

21.2. You agree you will be deemed to have reasonable notice of any amendments to these Conditions once the Auctioneer has posted them on its Website or notified you by email, conventional mail or by any other means which the Auctioneer deems appropriate.

21.3. You agree your continued use of your Account and/or any steps taken by you to complete a Bidders Registration Form after such notice or posting will be taken as your acceptance of the amended Conditions.

**22. PRIVACY AND DISCLOSURE**

22.1. The Auctioneer will comply with all legislative requirements in relation to the privacy of personal information.

22.2. Unless otherwise authorised in writing by the Auctioneer, you agree not to use any information regarding other Members and/or Bidders which is accessible from the Website or disclosed to you by the Auctioneer except to enter into and complete transactions related to Auctions, and you agree not to use any such information for the purposes of solicitation, advertising, unsolicited e-mail or spamming, harassment, invasion of privacy, or conduct that is otherwise objectionable or inconsistent with privacy requirements.

22.3. To the greatest extent permitted by Law, the Auctioneer is hereby authorised to monitor and investigate any activity and content on or associated with the Website, including any reported violation of its policies or any complaints, and take any action it deems appropriate including, and not limited to, issuing warnings, suspension or termination of Accounts, denying access and/or removal or editing of anything on the Website.

22.4. The Auctioneer reserves the right, but is not obliged to, to report any activity it reasonably suspects violates any Law to appropriate law enforcement officials, regulators, or other third parties, and in doing so the Auctioneer may access and disclose any information it considers reasonably necessary or appropriate, including, without limitation, Member or Bidder contact details, IP addresses and traffic information, usage history and posted content.