

Conditions of Clearing Sale

1. The highest bidder shall be the purchaser.
2. The vendor shall have the right to make one or more bids, either by the auctioneer or the vendor's agent.
3. The Auctioneer may, without giving any reason therefore, refuse to accept the bid of any persons and may decline the offer for any lot or withdraw any lot or lots from sale.
4. Should any dispute arise as to any bid, the relevant lot or lots may, at the option of the Auctioneer, be put up again and resold.
5. At the discretion of the Auctioneer, every bid shall be not less than the Auctioneer nominates and no person may retract his or her bid once made.
6. Each buyer shall pay in cash on day of sale for goods purchased, and prior to delivery of the goods to the purchaser, provided that the Auctioneer may, at his discretion, extend credit for the purchase price payable to purchasers who are approved in that regard by the Auctioneer prior to the sale, and in the event of such credit being extended, interest shall be payable thereon at the rate for the time being charged by selling agent.
7. The whole of the lots having been made available for inspection prior to the sale, no allowance or refunds will be made, nor will any buyer be permitted to reject any lot on the ground that it is not correctly described in the catalogue or other information supplied.
The said lots are to be taken with all faults (if any) and will be at the buyer's risk on the fall of the hammer and thereafter the vendor and/or the Auctioneer will be free of all responsibility for safeguarding the goods and will not be liable for any loss or damage to the goods sold, whether such loss or damage is caused or contributed to by any act, neglect or default of the vendors and/or the Auctioneer, their servants, employees or agents.
8. Upon any purchaser failing to comply with any of the above conditions, all monies received in part payment shall be forfeited to the vendor and all lots uncleared may be resold by public auction or private contract and the deficiency (if any) on such resale together with all cost and charges attending, shall be made good by the defaulting purchaser.

SAFETY WARNING

The Occupation Health & Safety Acts and Regulations in force across Australia (the "Acts") impose obligations in respect of safety for workers arising out of the DESIGN MANUFACTURE AND SUPPLY of Plant and Equipment for use in a workplace.

The Auctioneers and the Vendors warn buyers that irrespective of any disclosed defects, ALL plant, machinery and equipment being sold must be regarded as unsafe for use until otherwise established by the buyer; all plant, etc. sold for spares or scrap cannot be used unless fully restored to safe working condition and certified as such by a competent authority and it is the **BUYERS or USERS RESPONSIBILITY** to ensure that the Plant and Equipment is brought to a standard necessary to comply with the relevant Act and Regulations, and to carry out testing and examination to ensure it is safe and fit for use in the workplace. Where available, manufacturer's manuals will be provided with the Plant and Equipment sold, but the buyer or user must ensure that the correct manuals are sourced from the manufacturers or elsewhere. Buyers are warned that breaches of the relevant Act and / or the Regulations carry very large penalties. In the interest of health and safety for workers, the purchaser or user must perform safety inspections of all Plant & Equipment purchased at Auction. Where the Plant & Equipment is to be used in areas not covered by the relevant Act or Regulations buyers should regard Plant & Equipment as unfit for use.

The ("Acts")
Occupational Health & Safety Act 1985 VIC
Occupational Health & Safety & Welfare Act 1986 SA
Occupational Therapists Act 1979 QLD
Occupational Safety Health & Welfare Act 1984 WA
Occupational Health & Safety Act 1983 NSW /NT

I HAVE READ AND UNDERSTOOD THE ABOVE INFORMATION

RAWLINSON & BROWN PTY. LTD.

ABN: 65 002 179 740



BUYER NUMBER

AUCTIONEERS

To Buyers,
Please complete this slip before purchasing and hand same to auctioneer or auctioneer's clerk

17136
LICENCE NUMBER

ACKNOWLEDGEMENT

(PLEASE PRINT)

I, (NAME)

OF

..... (ADDRESS) (POSTCODE)

..... (TELEPHONE) (TRADING NAME, IF APPLICABLE) ★ ★

..... (E-MAIL)

Am proposing to bid at the auction sale to be held by Rawlinson &

Brown Pty. Ltd. on (DATE)

And if I am a successful bidder for any of the items to be auctioned at the said auction, I acknowledge that I will be bound to purchase the said items in accordance with the terms and conditions displayed or read out at the beginning of the auction.

★ ★ I also warrant that I am authorised to purchase goods at the said auction on behalf of

..... (PRINT NAME OF PERSON OR COMPANY)

But in any event, I accept a joint and several liability to pay the same.

SAFETY WARNING: I hereby acknowledge having read and understood the safety warning on the reverse of this acknowledgement.

SIGN HERE (SIGNATURE OF PURCHASER)

Terms: Nett cash before delivery

★ ★ Delete where not appropriate

Sale conditions appear on reverse side