

TERMS & CONDITIONS OF SALE

1. The highest bidder to be the purchaser, subject to the Auctioneers having a right to refuse the bidding of any person. Should any dispute arise as to the biddings, the Lot in dispute is to be immediately put up for sale at the preceding bidding, or the Auctioneers may declare the purchaser.
2. All items are offered 'as is' 'where is', in the condition they are in at the time of the sale, without any warranty expressed or implied.
3. All Buyers must satisfy themselves as to the condition, type, make, model & year of the equipment being offered, and not rely on any statements or advertisements.
4. No person shall advance less at a bid than a sum to be nominated by the Auctioneer and no bid shall be retracted.
5. All Lots are sold subject to the right of the seller or his agents to bid or else impose a reserve.
6. The Auctioneer reserves the right to alter the order of sale as shown in the catalogue & to withdraw any item or lot not included in the catalogue without prior notice.
7. Each Purchaser must supply the Auctioneers with their full name & address at the time of sale.
8. The Lots are at the buyers' risk from the fall of the hammer and are to be taken away at the buyer's expense, in default of which THE AUCTIONEERS WILL NOT BE HELD RESPONSIBLE IF THE SAME ARE LOST, STOLEN, DAMAGED, OR OTHERWISE DESTROYED, BUT THEY WILL BE LEFT AT THE SOLE RISK OF THE PURCHASER. If the Lots are not cleared or paid for, they may then be sold immediately, either publicly or by Private Treaty, without any notice being given to the defaulter.
9. Upon failure of the purchaser to comply with any of the above conditions the money deposited in part payment shall be forfeited, and the defaulter shall make good any loss arising from the resale, together with the charges and expenses incurred.
10. Receipted invoices must be produced prior to delivery of any Lot. The auctioneers reserve the right to request identification in the case of any purchaser not known to the Auctioneer.
11. Terms – Cash, EFTPOS, Internet Banking, Bank Cheque, Credit Card (Visa & Mastercard only & a 4% credit card surcharge will apply). Cheque (business not personal) accepted by prior arrangement with Management only.
12. The Auctioneer is not permitted to split payment or delivery amongst other buyers on behalf of the original buyer.
13. Buyers are reminded that they must comply with the Machinery Act of 1950 & its amendments.
14. Where electrical equipment is offered for sale, no warranty expressed or implied is given that it complies with the provision of the New Zealand Electrical & Wiring Regulations 1976. The purchaser will be responsible to see that the provisions of the wiring regulations are fully complied with before the installation or use of any electrical equipment.
15. It is expressly stated that title shall not pass with the goods until the whole of the purchase monies have been paid in full (and funds cleared in the Auctioneers bank account).
16. The Buyers' Premium payable by the Buyer to the Auctioneer will be charged at the rate specified on the Terms & Conditions on display in house, on the hammer price irrespective of any GST included in the hammer price. The Buyer will in addition to the said premium, pay the GST on the said premium. The Auctioneer's fees and GST thereon is payable immediately on delivery to the Buyer of the Auctioneer's invoice or account of sale.

BUYERS ARE REMINDED THAT AUCTIONS ARE EXEMPTED FROM THE CONSUMER GUARANTEES ACT.

NO RESPONSIBILITY CAN BE ACCEPTED BY THE AUCTIONEERS, IF ANY LOTS ARE WITHDRAWN PRIOR TO SALE, BUT EVERY EFFORT WILL BE MADE TO PREVENT THIS.

A \$20 PER DAY LATE PAYMENT / STORAGE FEE MAY BE ADDED TO ANY INVOICE OUTSTANDING OR ITEM UNCOLLECTED WITHIN 24HOURS OF THE AUCTION.