

Farmshop 2023 Auction Terms & Conditions

Acting Auctioneer: FarmShop/Michael Wearmouth AR0375

Vendor/Seller: Farmshop 2017 Limited

Date of Auction: 24th May 2023

- IDENTIFICATION:** All purchasers are required to register and give a full name, address, email and phone contact. FarmShop, at its sole discretion, may deny registration to any person or entity.
- PRICING:** GST will be added to the Knockdown price. Buyers Premium of 2.5% is added to the Knockdown Price
- ANNOUNCEMENTS:** Auctioneers announcements on the day of the Auction shall supersede any printed/emailed material and any information communicated prior to Auction Day.
- COMPLIANCE WITH TERMS:** By obtaining a bidding number, each bidder represents and irrefutably warrants they shall not misrepresent their ability to close the transaction pursuant to the terms and conditions of sale. Any bid they make on an item constitutes an irrevocable offer to buy the item for the full amount of the bid. If bidder fails to make payment of bills in full, by the specified time, the auctioneer may retain all monies received as deposits or otherwise as liquidation damages. Immediate notification is required if a mistake is made in bidding. Buyer may still be held responsible for the bid.
- MISPRINTS:** FarmShop relies on information about assets in the auction provided by the seller and undertakes no investigation of that information. FarmShop shall not be responsible for the correct description, genuineness, authenticity of, or defect in any lot, and makes no warranty therewith. FarmShop will announce any additions to or deletions from the marketing on the day of the auction. The auctioneer assumes no responsibility for, and makes no representations or warranties concerning, descriptions of assets contained in marketing materials for the auction. It is the bidders obligation to verify such descriptions prior to the auction.
- CONDITION OF LOTS:** It is the bidders responsibility to examine or inspect items prior to the auction to determine the condition, year, model, serial#, and mileage of the item from their own inspection. ALL ITEMS ARE SOLD AS IS, WHERE IS AND WITH ALL FAULTS. FarmShop gives no WARRANTY, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY, VALUE OR CONDITION OF ANY ASSET. FarmShop EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No allowance will be made for errors in cataloging, genuineness, defects, or imperfections not noted.
- RESERVE:** All assets in the auction shall be sold to the highest bidder. Some items may be auctioned with minimum reserve prices, and/or subject to the sellers right of confirmation. On lots with a reserve the auctioneer reserves the right to bid on behalf of the seller. FarmShop reserves the right to reject any bid that is only a minimal increase over the previous bid.
- SALE OF ITEMS:** The item will be considered Sold without exception upon the final gavel by the Auctioneer for that item and will become the sole responsibility of the buyer. Possession of purchased items will be granted upon satisfactory settlement. Buyer is responsible for removing, insurance on, arranging, loading and securing of loan for any items purchase. FarmShop does not arrange or contract for shipment of Buyers' items. GST WILL BE ADDED TO KNOCKDOWN PRICE.
- FALSE BIDS:** If the High Bidder fails to complete the transaction, FarmShop reserves the right to dispose of the asset in the best interests of the seller. Any High Bidder that fails to complete a transaction will be held responsible for all damages resulting from that action.
- PAYMENT:** All bills must be paid in full by Cash, Cheque, Eftpos, or Credit Card on the day of the Auction, unless Finance arrangements have been made prior. Bills must be settled before any items are removed. NO EXCEPTIONS. Credit card payments will incur a 2.5% charge.
- FINANCE:** Finance will be available on the day. Purchasers are to make prior arrangement with FarmShop should they wish to finance a piece of machinery.
- COLLECTION:** Security will not allow the removal of purchases without a Paid Invoice or Proof of Purchase. Load out hours are between 8.00am and 5.00pm. No loading after dark. Items must be picked up within 72 hours of the auction, unless otherwise arranged.
- DANGEROUS AUCTION SITE:** Bidders acknowledge that an auction site is a potentially dangerous place. Every person enters the auction site at his or her own risk with notice of the condition of the premises and the activities that will be or have been conducted on the premises. Persons attending during preview, sale or removal assume all risks of injury, damage or loss of property and specifically release the auctioneer from liability.
- CLAIMS:** No claims will be allowed after the said item has been removed from the premises.
- RECORD:** The record kept by FarmShop will be taken as final in the event of any dispute.
- COSTS OF COLLECTION:** FarmShop shall be entitled to collect all damages, costs and expenses incurred with collection of any amounts owed to FarmShop by the Purchaser, including without limitation any attorneys' fees.