

Slattery Auctions User Agreement (as at 19 March 2024)

Welcome to Slattery Auctions

Please read this User Agreement carefully.

1. Acceptance

- 1.1 In order to continue using Slattery Auctions Website and subsequently (if applicable) register and participate (by way of Bid or any other form of participation) for any Services as provided by Slattery Auctions, you accept the terms of the User Agreement as contained on this page (as amended from time to time).

Slattery Auctions User Agreement

2. General

- 2.1 You accept the terms of this User Agreement without change prior to registering, buying, placing an expression of interest and/or bidding for goods, as made available and accessible via our Website and/or using any of the other Services we provide.
- 2.2 In using this Website, you agree to all the terms of this User Agreement.
- 2.3 These set out your rights and obligations and our rights and obligations. Should you breach any of the obligations you owe, we may terminate your registration with us, and/or claim an award of damages against you.
- 2.4 Slattery may amend this User Agreement at any time by posting the amended terms on our Website. The amended terms shall automatically be effective seven (7) days after they are initially posted on the Website. If you continue to use this Website and the User Agreement is amended, you are taken to have accepted the terms of the amended User Agreement.
- 2.5 All prices listed, where applicable, are in Australian dollars.
- 2.6 The Purchase Price for all goods will be GST inclusive unless otherwise specified.
- 2.7 Some items may display the manufacturer's original retail price (**ORP**). This is not the recommended retail price (**RRP**) but is the price the item was originally sold for. In relation to both the ORP and the RRP, Slattery takes no responsibility for the accuracy of the amounts listed.
- 2.8 The Comparable Retail Price (**CRP**) means the price at which in the judgment of our manufacturers or suppliers, is the comparable selling price in retail shops for the same or similar item. In some cases, the CRP may be supplied by an importer of products who has not sold in the domestic market, and in these cases the CRP may be calculated using a foreign retail price (adjusted) as a guide. You may choose to use the CRP as a reference guide. We take no responsibility for the display of any CRP listed on the Website, and we suggest users independently satisfy themselves as to the value of the item being sold.

- 2.9 If we are informed that any of the content of our Website is in contravention of any laws, we reserve the right to remove that content.
- 2.10 Capitalised terms used in this User Agreement are defined in clause 25.
- 2.11 If you have any questions or queries in relation to this User Agreement, please contact us at online@slatteryauctions.com.au.

3. Eligibility

- 3.1 Use of the Services is limited to parties who can lawfully enter into and form contracts under Australian law.
- 3.2 To register, you must provide your real name, address, phone number and email address. You confirm that you are authorised to provide such personal details and consent to the information being verified with the document issuer or official record holder via a third party system for the purposes of confirming your identity.
- 3.3 You will only be eligible to bid on items for Auction if your identification is verified via Slattery's Verification of Identity (VOI) process and you also provide valid credit card details. By providing us such details we are able to process the transactions you make on our Website.

4. Registration with Slattery

- 4.1 In order to use our Services, you must register through our online registration process by creating an account or in person at one of our physical locations.
- 4.2 Your account is identified by your chosen username, and you are the only party authorised to use your username.
- 4.3 Upon registration you must ensure that all personal details you have provided to us are accurate, will not mislead and will not infringe any laws. If your details change, you are responsible to update your account.
- 4.4 Each individual must only register one account per user. If Slattery discover that there are multiple accounts for one user than they reserve the right to de-register all accounts for that individual/user without notice.
- 4.5 Upon registration with Slattery via the Website, you authorise Slattery to enter your details into the Auction Register and upon any successful bid on any item enter your details in the Sale Register.
- 4.6 You are responsible for maintaining the confidentiality of your registered account with us and any password(s) you have chosen or we may issue to you in connection with your access and use of the Services.
- 4.7 You are responsible for all uses of your account, whether or not actually or expressly authorised by you.
- 4.8 If you believe that your account and/or password(s) have been misused or compromised in any manner, please contact us immediately at online@slatteryauctions.com.au.

- 4.9 You are responsible for ensuring that you do not interfere with the management of this Website.
- 4.10 Should you use a false name, stolen or forged credit card we will refer such information to the police, and we may commence proceedings against you for any losses suffered as a result of such occurrence.
- 4.11 In relation to the personal information that you provide, the secure areas (anywhere personal information is sought) of the Website are protected by secure hash algorithm 256 (SHA 256). Whilst Slattery will endeavour to ensure this service is always functioning correctly it is the responsibility of the user to ensure their browser displays either an 's' directly following the URL (e.g. [http\(s\)://www.slattery...](http(s)://www.slattery...)) or a lock symbol on the browser prior to entering personal information.
- 4.12 Upon registering a \$1 pre-authorisation will be processed against your account. This amount will be deleted within 7 working days and will not be completed. If the \$1 pre-authorisation is returned to us as declined your registration will be refused.
- 4.13 We will email you various notifications relating to our Services, including information relating to the purchase of your goods, delivery of goods and/or promotional material. We accept no responsibility should you not receive these emails.
- 4.14 Should you wish to cancel your registration with Slattery you can do so by contacting us at online@slatteryauctions.com.au. We will not allow you to cancel your registration if you are currently the highest bidder on an item for Auction or have outstanding monies owed to Slattery.

5. Slattery as Agent

- 5.1 You acknowledge and agree that Slattery is acting as an agent for the Seller and is not responsible for any default by you or the Seller.
- 5.2 You acknowledge that all Sellers instruct and authorise Slattery to:
 - (a) sell the Lot as the Seller's agent in accordance with the terms of this User Agreement;
 - (b) receive and hold all Sale Proceeds on the Seller's behalf;
 - (c) sign on the Seller's behalf any documentation necessary to transfer ownership of the Lot to the Purchaser; and
 - (d) allow the Lot to be inspected by prospective Purchasers prior to the Auction, at any time and in any manner or place agreeable to Slattery.
- 5.3 If any dispute arises in relation to a Lot, the dispute is between you and the Seller. You agree that Slattery is in no way involved or party to any claim, action, tribunal or court proceeding in respect of that Lot and you indemnify Slattery, on a full indemnity basis, from all liability, including all costs incurred by you in relation to any such claim.
- 5.4 Slattery may at any time withdraw an item for sale if the item:

- (a) is damaged and/or is unavailable;
- (b) ownership of the item cannot be determined and/or the item is withdrawn by the Seller;
- (c) is incorrectly listed, described or priced; or
- (d) is the subject of a request or requirement of any law enforcement agency.

6. Governing Law

- 6.1 You are obligated to abide by all applicable laws, statutes and regulations regarding the use of our Services, including those in relation to bidding and purchasing items.
- 6.2 The proper law governing the interpretation and enforcement of the terms of this User Agreement including all substantive rights and obligations hereunder and the manner mode and method of performance is the laws of Australia and of the State in which the Auction took place.
- 6.3 All rights and remedies available to the parties against each other under the general law are subject to the terms of this User Agreement.
- 6.4 If any of the terms in this User Agreement are to any extent held by any court of competent jurisdiction to be invalid or unenforceable, the remaining terms and conditions will not be affected thereby and will remain in full force and effect.

7. Bidding

- 7.1 Each Auction will have a set commencement and conclusion time and a minimum starting price.
- 7.2 The Auction times will be as specified on the Website.
- 7.3 Bidding can occur via AutoBid or by placing an ordinary bid.
- 7.4 Bidding on an item indicates your intention to purchase that item.
- 7.5 As the bidder, you assert to Slattery and shall be deemed by Slattery to be the Principal and are personally liable for all obligations pursuant to the terms of this User Agreement.
- 7.6 Before placing a bid, you must read all details and descriptions of the product. However, Slattery advises that this is a guide only and any descriptions and/or photographs depicted cannot be solely relied upon for the quality of the item.
- 7.7 Bidding is to be made on a per-item basis and may only be increased by the amount posted by Slattery as the bid increment.
- 7.8 Bids cannot be cancelled once they are submitted. If using an Autobid, you must ensure that you have taken all reasonable care to ensure that it is set correctly, as once it is in place, it cannot be removed.

- 7.9 For Auctions where a Sales of Goods Act applies, subject to any limitation by law, you agree to exclude your right to retract from a bid in an Auction pursuant to the relevant Sales of Goods Act where the Auction took place. Slattery, upon request and at its sole discretion, may, in extraordinary circumstances, permit a bidder to retract a bid before an Auction closes.
- 7.10 Upon the conclusion of the Auction, if you hold the highest bidding price you will be notified by email.
- 7.11 Upon receiving notification that you are the winning bidder you accept the Seller's offer to purchase the item and are obligated to purchase the item. You should thoroughly read the delivery/collection information.
- 7.12 You must not place a false bid aimed to mislead or manipulate.
- 7.13 Slattery may close the Auction early if:
- (a) any false or misleading bidding is suspected;
 - (b) proof of ownership of an item being sold cannot be proven; or
 - (c) required or requested by any law enforcement agency.
- 7.14 The Auction will close at the end of the specified time ('**Close Time**') if there are no successful bids or adjustments to your AutoBid during the 5 minutes immediately preceding the Close Time. If there is a successful bid or adjustment to your AutoBid during the 5 minutes immediately preceding the Close Time, then the Auction's Close Time will be extended for 5 minutes ('**Bonus Time Period**').
- 7.15 You acknowledge and agree that any successful bid and/or adjustment to your AutoBid as submitted and made by you during a Bonus Time Period, shall reinstitute a further (and subsequent) Bonus Time Period. This will continue (i.e. consecutive Bonus Time Periods commencing) until such time as no further successful bids or adjustments to your AutoBid are made within the Bonus Time Period and that relevant Bonus Time Period shall end and the hammer will fall, and the Auction will close.
- 7.16 Where a reserve price is applicable for an item at Auction, and there are no successful bids above the reserve price, the Auction will close with no sale. The highest bidder below the reserve price may be contacted by Slattery to negotiate a sale.
- 7.17 Without limiting any other term of this User Agreement, for an On-Site Auction, the following applies:
- (a) bids for an On-Site Auction can be made by:
 - i. a manual (in person) bid;
 - ii. a Simulcast bid; and/or
 - iii. an absentee bid which you have submitted to us prior to the On-Site Auction.

- (b) the auctioneer will conduct the On-Site Auction and has the discretion to reasonably regulate the Auction, including, but not limited to:
 - i. refusing or accept bids made in any form; and
 - ii. determining priority if two (2) bids are made at the same time.

8. Online Bidding Technology

- 8.1 The Slattery Website is provided without any warranty as to its capacity.
- 8.2 We cannot guarantee continuous or secure access to our Website, we use all reasonable methods to maintain an uninterrupted service but offer no guarantee or promises.
- 8.3 If there are any technological, systematic, processing or human errors during an Auction, Slattery may, at its discretion and acting reasonably, prior to or after the time of the Auction:
 - (a) extend the conclusion time for the Auction by any time Slattery deems fit;
 - (b) close the Auction, withdraw the contract for sale and any successful bid you made, and re-open the Auction at a later time Slattery deems fit;
 - (c) retract any notification from us stating that you are the winning bidder;
 - (d) amend the minimum starting price for an item; and/or
 - (e) cancel the Auction and/or any Lot(s) sold in the Auction, withdraw the contract for sale and any successful bid you made, and refund any amounts paid by you.
- 8.4 When bidding via the Website you:
 - (a) acknowledge that Slattery is not responsible for bids that were not processed due to technical problems and/or delays;
 - (b) agree that you will not make any claims against Slattery from any loss or damage arising as a result of the use of the Website, including but not limited to, losses resulting from errors or problems on the internet, service or any issues beyond Slattery's control or losses arising from the bidder and/or Purchaser's (whichever the case may be) use of or inability to use the service; and
 - (c) acknowledge that Slattery cannot prevent inappropriate use of the system or bidder information stored in the system.

9. Purchasing of items

- 9.1 If you are the highest bidder or the purchaser of a Buy Now Sale, you must pay the total amount for the item you have purchased (including any additional fees as outlined in clause 9.4). This total amount is immediate due and payable on receipt of a tax invoice from us.

- 9.2 In the event that the total amount for the item (including additional fees as outlined in clause 9.4) is equal to or less than \$5,000.00, you irrevocably consent to and authorise us to automatically and electronically deduct the total amount from your nominated credit card.
- 9.3 In the event that the total amount of the item (including additional fees as outlined in 9.4) is more than \$5,000.00, you irrevocably consent to and authorise us to automatically and electronically deduct the Deposit from your nominated credit card. You acknowledge and agree that the Deposit paid pursuant to this clause is non-refundable. If there are insufficient funds in your nominated credit card, Slattery reserves the right to take action pursuant to clause 9.8. The remaining of the total amount of the item (including additional fees as outlined in clause 9.4) is required to be paid by cash, direct deposit, EFTPOS, credit card and/or bank cheque from a major authorised deposit-taking institution (**ADI**).
- 9.4 You are also obliged to pay any additional fees which may be included in your purchase, such as taxes, delivery fees, insurance costs, the Buyer's Premium (in accordance with clause 10) and credit card surcharges. This can be paid by credit card, or for transactions greater than \$5,000.00 by cash, direct deposit, EFTPOS, credit card or bank cheque from a major ADI.
- 9.5 All payments relating to a sale are immediately due and payable upon receipt of a tax invoice from us. Should your payment be declined or not be processed within two (2) days of the conclusion of the sale; or you do not make payment (in cleared funds) by cash, direct deposit, EFTPOS, credit card and/or bank cheque from a major ADI within two (2) business days of the completion of the sale, we reserve the right to withdraw the contract for sale and refuse delivery of the goods.
- 9.6 Should your credit card not allow the total amount to be deducted in one transaction, we have the right to make multiple deductions until the total amount is paid.
- 9.7 If your account remains unpaid after the specified due date as notified by us, we may charge you a late payment fee for each day the account remains unpaid calculated at 1% of the Purchase Price and the Buyer's Premium (excluding GST) or the highest rate permitted by law.
- 9.8 Should you fail to pay for an item in which you were the highest bidder, fail to complete a purchase and/or do not comply with any of the terms within this User Agreement, we have the right to:
- (a) cancel and rescind the sale of the item;
 - (b) forfeit any monies paid by you for the item, including any Deposit;
 - (c) resell the item (without notice) in any manner upon such terms and conditions at our discretion;
 - (d) recover from you, all actual and reasonable losses, damages, costs and expenses incurred by us due to your failure to pay or complete and/or your non-

compliance of the terms within this User Agreement, whether or not the recovery amount exceeds the Purchase Price that was to be paid by you. Such actual and reasonable losses, damages, costs and expenses may include, but are not limited to, the costs of resale of the item, any lost Buyer's Premium, storage costs, administration costs and any other reasonable costs; and/or

(e) commence proceedings against you (without notice) for monies owing and damages incurred by us on an indemnity basis.

- 9.9 Title in any Lot does not pass until the Purchase Price and Buyer's Premium (and if applicable, any other governmental charges or fees payable pursuant to the terms of this User Agreement, including, but not limited to any taxes, delivery fees, insurance costs, credit card surcharges, levies, duties, imposts, deductions and charges) has been paid in full.
- 9.10 You shall be responsible for any loss or damage to, or caused by, a Lot purchased by you from the fall of the auctioneer's hammer and neither Slattery nor its employees or agents shall be responsible for any claim while the Lot is in its power, possession or custody, except where Slattery (and its employees or agents) has not acted with due care and skill.
- 9.11 Slattery will not refund or return any goods or items.
- 9.12 You irrevocably authorise Slattery to (without notice) to set off and apply any Deposit paid by You pursuant to clause 9.3, or any other amount Slattery may owe to You, against any monies owing by You to Slattery.

10. Buyer's Premium

- 10.1 You agree that every Lot will attract a Buyer's Premium without set off.
- 10.2 The Buyer's Premium must be paid in addition to the Purchase Price and all other governmental charges or fees.
- 10.3 Slattery will determine the Buyer's Premium to be paid by the Purchaser on each Lot and list the Buyer's Premium on the Website.

11. Credit Card Fees

- 11.1 You agree that any payment you make to Slattery with a credit card will result in a Credit Card Fee being charged on the total amount paid in the transaction.
- 11.2 For the avoidance of doubt, Credit Card Fees will apply to the Buyer's Premium, Purchase Price and all other monies that are paid to Slattery in a transaction.

12. Delivery and collection of purchased items

- 12.1 If the item you have purchased is to be collected by you, collection times for the item will be listed on the item page. Should you fail to collect the item within seven (7) days after the sale has concluded we reserve the right to declare to you a storer's lien (also

known as a warehouseman's lien) and elect to either under the Storer's Lien Act (in the relevant State):

- (a) charge storage fees and any other costs associated with storing the item; and/or
 - (b) re-sell the item.
- 12.2 Where you have successfully bid and purchased one or more items under your registered account with Slattery and you fail to make payment for any item under your account as registered with Slattery and/or owe Slattery any amount for any item (not including the item sought by you for collection and/or delivery) which is due and owing, Slattery may (in its absolute discretion) withhold delivery or collection of any item until such time as all outstanding monies owed to Slattery under your registered account are paid and received in cleared funds.
- 12.3 All items that are to be inspected or collected are collected or inspected at your own risk.
- 12.4 All Sale Proceeds from an item that has been re-listed and sold in accordance with clause 12.1 will be offset against any storage fees and charges that Slattery will charge (in its absolute discretion) for the non-collection and storage of the item. Any surplus funds will be sent to ASIC unclaimed money (<https://asic.gov.au/regulatory-resources/financial-services/unclaimed-money/>), to be collected by the Purchaser at their sole expense.
- 12.5 Goods can only be delivered to your registered postal address and this address cannot be changed after the conclusion of the sale. In such circumstances, Slattery accepts no responsibility for undelivered or misplaced items.
- 12.6 You cannot contact our courier service to arrange for a different delivery address.
- 12.7 Upon delivery of the goods, a signature will act as a receipt of the items. However, title of the goods will not pass until the total invoice amount is received and you have received the item by either collection or delivery.
- 12.8 The risk in the item you have purchased will pass to you upon the delivery of the item; or in such a case where the item cannot be delivered, the time when the item was first attempted to be delivered.

13. Seller Warranties

- 13.1 The Seller represents and warrants to you and Slattery that:
- (a) it has good title to the Lot; and
 - (b) it has proper authority to sell the Lot.
- 13.2 You acknowledge that Slattery relies on this representation and warranty in auctioning the Lot on behalf of the Seller.

14. Our rights and responsibilities

- 14.1 We reserve the right to suspend your registration with Slattery and use of our Services should:
- (a) you fail to pay for an item;
 - (b) you give information which is false or misleading;
 - (c) we suspect you have acted fraudulently and/or criminally when using our Services; or
 - (d) you breach any term of this User Agreement.
- 14.2 Upon suspension of your registration, you may no longer register with Slattery for the Auction in which you have been suspended and any future Auctions conducted by Slattery.
- 14.3 Slattery have the right to remove a listed item should the item become damaged, or a mistake has been made in the pricing, description or ownership of the item.
- 14.4 Slattery is not responsible for any error or mistake in the pricing, description or ownership of an item in the catalogue. It is the responsibility of the Purchaser to inspect any Lot in accordance with clause 15.3.
- 14.5 Slattery reserves its rights:
- (a) to offer for sale part only of any Lot listed in a catalogue;
 - (b) to offer two or more separate Lots listed in a catalogue for sale together as one Lot and if that Lot is not sold, to offer those Lots for Auction as separate Lots;
 - (c) to refuse any person admission to, or eject them from the premises;
 - (d) to not disclose the existence and/or quantum of the reserve price (if any) of a Lot prior to the close of bidding or withdrawal of the Lot;
 - (e) to amend any description, quantity, maximum number of items for sale, reserve price (if any), or minimum starting price, for an item at any time before an Auction or sale;
 - (f) in the event that any Purchaser successfully bids for more than one Lot at the Auction:
 - i. to allocate any monies received from that Purchaser between the Lots as it sees fit; and
 - ii. to regard the sale of multiple Lots as interdependent and treat default under a contract for either Lot as default under all such contracts;
 - (g) to (whether or not a Lot has been knocked down as sold) in its sole discretion resubmit a Lot for sale by auction at the Auction in progress or as soon as practicable thereafter; and

(h) to offer and sell a Lot that is not sold at an Auction immediately thereafter by private agreement. Any such private agreement is also subject to the terms of this User Agreement unless otherwise agreed in writing by Slattery.

14.6 Slattery shall be under no liability for any injury, damage or loss sustained by any person while on Slattery's premises or any Sale premises or where a Lot, or a part of a Lot, may be on view from time to time, except where Slattery (and its employees or agents) has not acted with due care and skill.

15. Warranties

15.1 Slattery hereby disclaims all express or implied representations, warranties, guarantees, and conditions, including but not limited to any implied warranties or conditions of merchantability, quality, accuracy, completeness, fitness for a particular purpose, title and non-infringement, except to the extent that such disclaimers are held to be legally invalid in Australia.

15.2 Any statement as to the quantity of goods is approximate only and is as represented to Slattery. Slattery gives no warranty that quantities as stated are correct. In addition to any other rights you may have, compensation for shortages in quantity shall be given if demanded in writing before delivery and/or collection of the goods. In the event of any dispute as to compensation, the dispute shall be settled by an arbitrator who shall be the person mutually agreed upon by the parties.

15.3 As all Lots are open for inspection prior to the commencement of sale, it is assumed that the goods have been inspected and are sold with all faults, if any. You assume all responsibility for determining whether the products/services including, but not limited to, any inclusion (e.g. air conditioner, sunroof or other accessories) (where applicable) are sufficient for your purposes.

15.4 Except as otherwise provided by State or Federal law, no compensation shall be made in respect of any fault or error of description of any lots sold. No Lot shall be sold or deemed to be sold by description on the Website.

15.5 You acknowledge that the consumer guarantees stipulated in sections 54, 55, 56, 57, 58 and 59 of the Australian Consumer Law do not apply to the sale of goods by Auction. As a result, Slattery and the Seller make no warranties and give no guarantees regarding:

- (a) the goods being of acceptable quality;
- (b) the goods being fit for any disclosed purpose or any purpose for which the supplier represents they are fit;
- (c) the goods matching their description or corresponding to any sample or demonstration model;
- (d) the availability of repairs or spare parts for the goods; or
- (e) express warranties in respect of the goods made by the manufacturer being complied with.

- 15.6 If the goods forming part of a Lot are:
- (a) PDH Goods; or
 - (b) Non PDH Goods and the Purchase Price of the Lot is \$40,000 or less (or such other amount specified in or prescribed under section 3 of the Australian Consumer Law from time to time); then certain guarantees may apply in respect such goods purchased by you including (without limitation):
 - i. guarantees as to title to the Lot passing to you;
 - ii. guarantees regarding you having undisturbed possession of the Lot; and
 - iii. guarantees regarding the Lot being free from undisclosed encumbrances.
- 15.7 You acknowledge that it is your responsibility to conduct a search of the Personal Property Securities Register (as applicable) and that search must be undertaken no earlier than the day prior to the day you bid for the Lot to ensure that there is no undisclosed encumbrance over the Lot.
- 15.8 You shall be solely responsible for obtaining any licence, permit, certificate or registration that may be required in connection with a purchased Lot.
- 15.9 Unless expressly stated in a catalogue, Slattery has no knowledge of whether a Lot complies with the provisions of any applicable state or territory road traffic or maritime laws. The Purchaser of a Lot who intends to use it on a public road or waterway shall be responsible for ensuring that it complies with the provisions of any road traffic or maritime Acts and Regulations.
- 15.10 Nothing in this clause (or any other provision of the terms of this User Agreement) should be interpreted as attempting to exclude, restrict or modify the application of any applicable provisions of the Australian Consumer Law, or the liability of Slattery or the Seller for failing to comply with these provisions of the Australian Consumer Law or the right of a consumer to make a claim in respect of these guarantees or under any other provision of the Australian Consumer Law.

16. Occupational Health and Safety

- 16.1 You agree that you will be responsible for taking, and will take, all information supplied for or in connection with the goods and/or their operation/use into consideration prior to operating and / or using the goods.
- 16.2 Any failure to comply with clause 16.1 and any damage, loss or liability to the goods and/or their operation / use shall be you and your responsibility solely.
- 16.3 You acknowledge and agree that you will carry out, or cause to be carried out, a detailed health, safety, hazard and compliance review of the goods prior to operating and/or using the goods.

- 16.4 You acknowledge, accept and agree that all risk in connection with, and responsibility for, the goods, the collection of the goods, their operation/use, the safety of persons, and the safe operation/use of the goods is and shall be solely yours upon completion of the Auction of the goods.
- 16.5 You acknowledge, accept and agree to comply with all requirements of the Chain of Responsibility regime when collecting and/or taking delivery of an item in connection with this User Agreement. Slattery reserves the right to refuse delivery, collection and/or to load an item where in Slattery's reasonable opinion it is unsafe and not in compliance with the Chain of Responsibility regime.

17. Limitation of liability

- 17.1 You will not hold Slattery responsible for any loss you may incur due to us enforcing any of our policies.
- 17.2 You accept sole responsibility for the legality of your actions under laws applying to you.
- 17.3 Nothing in this User Agreement shall limit or exclude our liability for fraud, death or personal injury resulting from our negligence or the negligence of our employees or for any of the liability that cannot be limited or excluded by law.
- 17.4 Slattery is not liable for the enforcement of manufacturer's warranty on a product (where applicable).
- 17.5 Where you suffer loss as a result of its purchase of any Lot and:
- (a) the goods forming part of a Lot are Non PDH Goods with a Purchase Price of more than \$40,000; or
 - (b) you suffer the loss other than as a result of any breach by the Seller or Slattery of the consumer guarantee or other similar provision of the Australian Consumer Law;

then, subject to any other laws which may apply and may not be excluded, or in respect of which liability cannot be limited by the terms of this User Agreement, the Seller and Slattery will not be liable for any such loss suffered by you. This clause applies even if the Seller and/or Slattery knew or ought to have known that the relevant loss would be suffered.

18. Finance

- 18.1 You expressly acknowledge and warrant to Slattery and to the Seller that prior to making an offer for a Lot or successfully negotiating the purchase of a Lot by private agreement, that you have the money immediately available to complete the purchase or have obtained approval for financial assistance on reasonable terms.

19. Default

- 19.1 If any Purchaser shall fail to comply with any of the terms of this User Agreement or if any payment is dishonoured, any monies which such Purchaser shall have paid to Slattery on account of the purchase or purchases shall be absolutely forfeited to the Seller and the Seller or Slattery shall be at liberty to sue such Purchaser for damages, or at their option to resell the lot in any manner and upon such terms and conditions as they think proper.
- 19.2 If you are in default of any of your obligations under the terms of this User Agreement or any interdependent or separate agreement with Slattery or the Seller:
- (a) Slattery and/or the Seller may:
- i. commence proceedings against you (without notice) for monies owing and/or to recover damages from you;
 - ii. without notice to you resell the Lot or Lots in any manner and upon such terms and conditions as it may think proper to recover all losses, costs and expenses incurred from any such resale, including any interest charged in relation to the default, from you by way of damages, whether or not that amount exceeds the Purchase Price that was to be paid by you for the Lot or Lots (and including all legal costs on an indemnity basis) and the amount of any commission lost on the original sale as the result of your default and the cost of advertising in respect of any such resale; and
 - iii. forfeit any monies paid by you in consideration for a Lot and/or Lots.

20. Notice

- 20.1 A notice, demand, consent or approval or communication under the terms of this User Agreement must be:
- (a) in writing, in English, and signed by a person duly authorised by the sender; and
 - (b) delivered by hand or sent by prepaid post, and by airmail when sent to a destination outside Australia, or facsimile or email to the recipient's address as varied by any notice given by the recipient to the sender.
- 20.2 A notice given in accordance with clause 20.1 takes effect when it is taken to have been received (or at a later time specified in it), and is taken to be received:
- (a) if hand delivered, on delivery;
 - (b) if sent by facsimile, on receipt by the sender of the transmission report at the conclusion of the transmission;
 - (c) if sent by mail, five (5) days after the date of posting if posted to an address within the country of posting and ten (10) days after the date of posting if posted to a country outside Australia; and

- (d) if sent by email, at the time of transmission unless the sender is notified that the email was undeliverable.

20.3 In proving service by delivery:

- (a) by hand, it shall be necessary only to produce a receipt for the communication signed by or on behalf of the recipient;
- (b) by facsimile, it shall be necessary only to produce the confirmatory transmission report;
- (c) by post, it shall be necessary only to prove that the communication was contained in a pre-paid envelope which was duly addressed, posted and, in the case of the notice being sent to a destination outside Australia, was sent by airmail; and
- (d) by email, it shall be necessary only to prove that the communication was sent to the correct email address.

21. Intellectual Property

- 21.1 Slattery grants a limited license to each registered user to make personal use only of the Website.
- 21.2 This license expressly excludes, without limitation, any resale or commercial use of the Website; making any derivative of the Website, the collection and use of participant email addresses or other participant information, ratings or listings, or any data extraction.
- 21.3 All materials provided on this Website, including but not limited to information, documents, products, logos, graphics, images, auctions, and Services are the wholly owned and copyrighted work of Slattery and/or its third-party providers.
- 21.4 None of the materials posted herein may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, without the prior express written permission of Slattery or the appropriate third-party provider.

22. Privacy

- 22.1 Slattery is committed to protecting the privacy of your personal information in accordance with the Privacy Act 1988 (Cth) (Privacy Act). Our Privacy Policy can be viewed on our Website.
- 22.2 We may change the Privacy Policy in the future.
- 22.3 You should check the Privacy Policy frequently for any changes we may have made.
- 22.4 By agreeing to this User Agreement you consent to us using your personal information as specified in the Privacy Policy.

23. Further special conditions

23.1 Slattery may prior to the commencement, or during an Auction announce further special conditions applying to that Auction or a particular item put up for auction in which event such further special condition or conditions will be deemed to be incorporated into and form part of the terms of this User Agreement.

24. Force Majeure

24.1 Neither you or us, will be in breach of this User Agreement, nor liable for delay in performing, or failure to perform, any of the obligations under this User Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control ('Force Majeure Event'). In such circumstances the time for performance must be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed or the affected party will be entitled to a reasonable extension of the time for performing such obligations. The performance of the affected obligations must be resumed as soon as practicable after such Force Majeure Event is removed or has ceased.

25. Definitions

'Auction' means the auction of Lots listed on the Website and/or an On-site Auction.

'Autobid' is a process whereby maximum bids can be set by the registered bidder and bid increments are increased automatically where and when another bidder outbids you (until your maximum bid is reached).

'Auction Register' means the register managed by Slattery detailing participants in any given Auction.

'Australian Consumer Law' means the law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

'Buy Now Sales' means anything listed in the buy now section of the Website.

'Buyer's Premium' means the premium to be paid to Slattery at the rates, as prescribed by Slattery and published within the Website constituting a percentage of and in addition to the Purchase Price per Lot.

'Chain of Responsibility' means the road safety regime contained in State, Territory and Commonwealth legislation that provides that all parties who commission the carriage of goods or the provision of services by or involving heavy vehicles on roads may be held liable for breaches of road safety and road related laws applicable to the performance of this User Agreement, including, without limitation, all laws directly or indirectly related to:

1. the licensing, operation and condition of any vehicles;
2. mass, load and restraint requirements for the carriage of goods in all relevant jurisdictions;
3. driving hours, speed limits, and traffic rules;
4. the national transport commission load restraint guidelines found at
5. <https://www.ntc.gov.au/codes-and-guidelines/load-restraint-guide> as updated from time to time; and

6. heavy vehicle driver fatigue.

'Credit Card Fee' means the credit card fee, listed by Slattery on their Website, which is charged on the total amount paid in the transaction.

'Deposit' means \$1,000.00.

'GST' means the goods and service tax as imposed by the A New Tax System (Goods and Service Tax) Act 1999 (Cth)

'Lot' means any goods available for purchase at the Auction.

'PDH Goods' means goods which, for the purposes of section 3(1) of the Australian Consumer Law, are a kind ordinarily acquired for personal, domestic or household use or consumption.

'Personal Property Securities Register' means the Australian national online register that allows security interests in personal property to be registered and searched.

'Principal' means an individual, corporation or partnership with the legal authority to bid for and purchase a Lot.

'Privacy Policy' means the "Slattery Auctions Privacy Statement" which can be accessed on our Website (<https://www.slatteryauctions.com.au/privacy-policy>).

'Purchase Price' means the highest bid accepted by Slattery for a Lot or the price as agreed between Slattery (under instruction from the Seller) and the Purchaser.

'Purchaser' means the successful bidder for a Lot as determined by Slattery or purchaser by way of private agreement with Slattery (under instruction from the Seller).

'On-Site Auction' means an Auction that takes place at a Slattery premises or other premises where such Auction is managed by Slattery.

'Sale of Goods Act' means any of the following which may be applicable in the State or Territory where the Service was enacted and/or where the items may be held:

1. *Sale of Goods Act 1923* (NSW) Section 60;
2. *Sale of Goods Act 1954* (ACT) Section 60;
3. *Sale of Goods Act 1972* (NT) Section 60;
4. *Sale of Goods Act 1896* (QLD) Section 59;
5. *Sale of Goods Act 1895* (SA) Section 57;
6. *Sale of Goods Act 1896* (TAS) Section 62;
7. *Goods Act 1958* (VIC) Section 64; or
8. *Sale of Goods Act 1895* (WA) Section 57.

'Sale Register' means the register managed by Slattery detailing the Purchaser for each Lot sold at any given Auction.

'Sale Proceeds' means the net amount payable to the Seller, being the Purchase Price less the Buyer's Premium, and any other amount payable to Slattery by the Seller as agreed between Slattery and the Seller.

'Seller' means the owner of a Lot or the person authorising Slattery to sell that Lot on the owner's behalf.

'Service' means the Slattery Auctions Auction (as defined within this User Agreement) and/or "Expression of Interest" service and/or Buy Now Sales service (as applicable).

'Simulcast' means the online platform supplied by Slattery to you to bid on an On-Site Auction.

'Storer's Lien Act' means any of the following which may be applicable in the State or Territory where the Service was enacted and/or where the items may be held:

1. *Storage Liens Act 1935* (NSW);
2. *Mercantile Law Act 1962* (ACT);
3. *Warehousemen's Liens Act 1969* (NT);
4. *Storage Liens Act 1973* (QLD);
5. *Warehouse Liens and Storage Act 1990* (SA);
6. *Disposal of Uncollected Goods Act 2020* (TAS);
7. *Warehouseman's Liens Act 1958* (Vic); and
8. *Warehousemen's Liens Act 1952* (WA).

'Us/We/Slattery/Slattery Auctions' means:

1. Slattery Auctions, a division of Slattery Auctions Australia Pty Limited ABN 17 091 324 480 of 230 Old Maitland Road Hexham NSW 2322 or 2 Ashford Ave, Milperra NSW 2214
2. Slattery Auctions Victoria Pty Ltd ABN: 36 133 516 202 of 41-45 Hydrive Close, Dandenong South, VIC 3175
3. Slattery Auctions Queensland Pty Ltd ABN 99 165 172 154 of 3/57 Hayward St, Stafford QLD 4053
4. Slattery Auctions WA Pty Ltd ABN 44 606 56 099 of 96 Poole Street, Welshpool WA 6106
5. Slattery Auctions SA Pty Ltd ABN: 49 665 771 424 of 3 – 5 Bollen Street, Kilkenny Adelaide SA 5009

Refer to the 'auction profile' for details of the site managing the auction.

'User Agreement' means this User Agreement (including any special conditions that may be incorporated) between you and Slattery (as amended from time to time).

'Website' means the Slattery Auctions website (<https://www.slatteryauctions.com.au/>).