



Expression of Interest ('EOI') Agreement

**Under Instructions from Ernst & Young (in the matter of Marble & Cement
Work (W.A.) Pty Ltd (Receivers and Managers Appointed))**

Project Manager: Ben Gibson

M: 0498 004 206

E: Ben.Gibson@Pickles.com.au

EOI SALE

Pickles have been appointed by Ernst & Young (in the matter of Marble & Cement Work (W.A.) Pty Ltd (Receivers and Managers Appointed) (**'Seller'**) to sell a Assortment of Marble, Granite and Quartz Slabs, Offcuts, Tools, Equipment and Machinery (**'Lots'**) by way of EOI Sale under auction conditions.

Bids are invited for the purchase of the Lots.

1. Terms and Conditions

The Terms and Conditions applicable to this EOI Agreement are contained in Annexure 3.

2. EOI Sale Bids

(a) To submit a complying Bid, a party must:

(i) provide Pickles with an executed EOI Agreement, including completing:

1. Annexure 1 – Details of Applicant; and
2. Annexure 2 – Applicants EOI Sale Bid.

(ii) email and post the executed EOI Agreement to Pickles by 5.00 pm on Friday, 15 November 2024 AWST (**'Closing Date'**):

Attention: Ben Gibson
Email address: Ben.Gibson@Pickles.com.au
Postal Address: NA

(b) The Bidder acknowledges and agrees that:

- (i) their Bid to purchase the Lots from the Seller, as contained in Annexure 2, is irrevocable;
- (ii) the Seller may sell all or part of the Lots at any time prior to the Closing Date and any Bidder will have no claim against the Seller or Pickles by reason of the sale of all or part of the Lots on or prior to the Closing Date;
- (iii) the Seller is under no obligation to accept any EOI Sale Bid. In the event of an EOI Sale Bid not being accepted, the Seller reserves the right to negotiate with one or more of the Bidders to the exclusion of other Bidders. An EOI Sale Bid may only be withdrawn with the consent of the Seller;
- (iv) it will abide by, and is bound to, the Terms and Conditions at Annexure 3; and
- (v) the Seller and Pickles will not be liable for any information provided to the Bidder prior to the Bidder submitting their Bid or for any errors in or omissions from that information and that the information was furnished for the convenience of the Bidder.

3. Inspection of the Lots

Inspection of the Lots is by appointment only. You must contact the Project Manager to make an appointment.

4. EOI Site and location of Lots

(a) The EOI Sale is conducted from Pickles Bibra Lake branch located at Cnr Sudlow Rd and Phoenix Road, Bibra Lake.

(b) The Lots is physically located at 25 Felspar Street, Welshpool WA 6106.

5. Payment

The Buyer must make payment in accordance with clause 6 of the Terms and Conditions.

Payment must be made by direct transfer into the following bank account:

Account Name:	Pickles Auctions Pty Ltd Consignment Trust
Bank:	ANZ
BSB:	016008
Account No.:	836651946

6. Collection of Lots

The Buyer must collect the Lots in accordance with clause 7 of the Terms and Conditions.

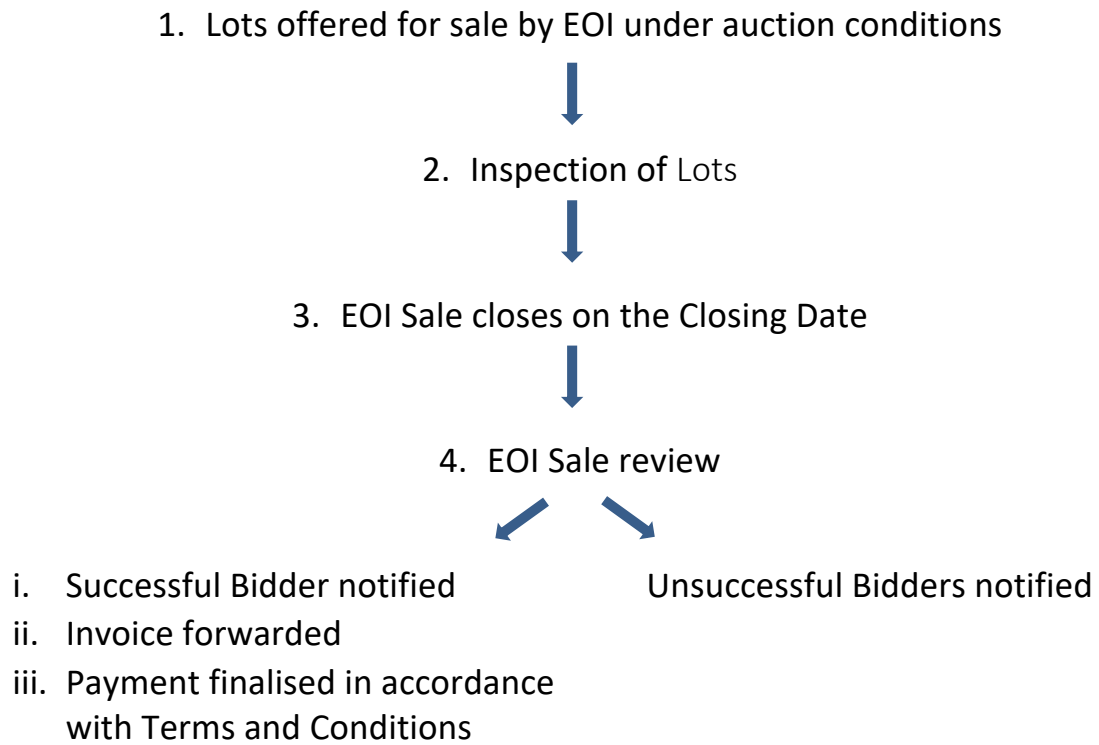
7. Processing and administration fees

Processing and administration fees will be charged in accordance with clause 20 of the Terms and Conditions.

8. Questions

Please contact the Project Manager if you have any queries regarding this EOI Agreement.

EOI SALE PROCESS



ANNEXURE 1 - DETAILS OF APPLICANT

	Individual <input type="checkbox"/>	Sole Trader <input type="checkbox"/>	Partnership <input type="checkbox"/>	Company <input type="checkbox"/>	Trust <input type="checkbox"/>
Name:					
ABN/ACN:					
Address:					
Phone No.:					
Email:					

ANNEXURE 2 – APPLICANTS EOI SALE BID

Lot No.	Description	Bid inclusive of GST (Not including processing and administration fees – see Terms and Conditions)
1	Turn Key Business - All Stock, Machinery, Material Handling Equipment and Office Equipment.,An opportunity is open for a "walk-in business start up". Purchase everything on site in one lot, This includes all Stock, Machinery, Material Handling Equipment and Office Equipment. The premises is going to auction on November 27th 2024 via a third party real estate (See Link Below), so there is an opportunity to purchase the property and separately purchase all the assets associated with the business/property.	
101	Assortment Of Marble, Granite And Quartzite Slabs In Storage Racks A & B,Approximately 200 Full Or Part Slabs Including But Not Limited To: Marble Slabs: Grigio Carnico, Paonazzo, Pietra Grey, Pietra Marron (Light), Verde Alpi Issogne, White Carrara, White Carrara 13 CD, Striato Olimpo, Statuarietto, Sivec, Calacatta Caldia, Bronze Armani, Bianco P, Bianco Lasa Covelano. Granite Slabs: Black Beauty, Marroni Bois. Quartzite Slabs: White Macaubas VC (Pantheon). Storage Racking Included. NOTE: Assets are sold as pick up only and must be collected by buyer. Collections Dates Yet To Be Set (weekdays only) Via appointment only . Buyer is responsible to dismantle and remove from site in accordance with all relevant safe work regulations and codes of practice. Safe Work Method Statements, Relevant Licences, Public Liability & Workers Compensation Insurances will be required to be supplied and approved prior to works commencing. Serial No: N/A	
102	Assortment Of Marble, Granite And Quartzite Slabs In Storage Racks C & D. ,Approximately 290 Full Or Part Slabs Including But Not Limited To: Marble Slabs: Calacatta C, Emperador Scuro, Fior De Pesco, Galileo, Giallo Etrusco, Gris Savoie, Onyx Nuvolato Bianco Extra, Pietra Di Sant'andrea, Rosso Verona, Saltino Coral, Saltino Oscuro (Crema Levante Oscuro), Statuarietto, Velvet Grey, Velvet Taupe, Visone VC, White Fantasy. Storage Racking Included. NOTE: Assets are sold as pick up only and must be collected by buyer. Collections Dates Yet To Be Set (weekdays only) Via appointment only . Buyer is responsible to dismantle and	

	remove from site in accordance with all relevant safe work regulations and codes of practice. Safe Work Method Statements, Relevant Licences, Public Liability & Workers Compensation Insurances will be required to be supplied and approved prior to works commencing. Serial No: N/A	
103	Assortment Of Marble, Granite And Quartzite Slabs In Storage Racks E& F., Approximately 280 Full Or Part Slabs Including But Not Limited To: Marble Slabs: Arabescato, Beaulieu 13, Botticino Semi-Classico, Broccato Veneziano, Emperador Chiaro, Fonjone, Gris Ducquesa, Marron Marquez, Marron Mithila, Perlino Rosato (Light), Rosa Lorca (Dark), Rosa Portagallo, Rosso Franca, Saltino Capri (2 Tone), Saltino Oscuro, Storage Racking Included. NOTE: Assets are sold as pick up only and must be collected by buyer. Collections Dates Yet To Be Set (weekdays only) Via appointment only . Buyer is responsible to dismantle and remove from site in accordance with all relevant safe work regulations and codes of practice. Safe Work Method Statements, Relevant Licences, Public Liability & Workers Compensation Insurances will be required to be supplied and approved prior to works commencing., Serial No: N/A	
104	Assortment Of Marble, Granite And Quartzite Slabs In Storage Racks G & H., Approximately 64 Full Or Part Slabs Including But Not Limited To: Marble Slabs: Nero Marquina, Various MDF Sheets. Storage Racking Included. NOTE: Assets are sold as pick up only and must be collected by buyer. Collections Dates Yet To Be Set (weekdays only) Via appointment only . Buyer is responsible to dismantle and remove from site in accordance with all relevant safe work regulations and codes of practice. Safe Work Method Statements, Relevant Licences, Public Liability & Workers Compensation Insurances will be required to be supplied and approved prior to works commencing. Serial No: N/A	
105	Assortment Of Marble, Granite And Quartzite Slabs In Storage Racks I, O, P, & Q, Approximately 930 Full And Part Slabs, Including But Not Limited To: White Carrara, Bianco Crystal, Bethel White, Rosa Ghiandonato, Black Mosaic, Verde Ubatuba Gold, Cosmic Black Polished, Emerald Pearl, Bohus Grey, Chocolate Brown, Verde Vesuyio, Lilla Geras, Baltic Brown	

	<p>Polished, Crema Bahia, Nagran Brown, Suede, Brown Leather, Salisbury Pink, Nero Impala Hones, , . NOTE: Assets are sold as pick up only and must be collected by buyer. Collections Dates Yet To Be Set (weekdays only) Via appointment only . Buyer is responsible to dismantle and remove from site in accordance with all relevant safe work regulations and codes of practice. Safe Work Method Statements, Relevant Licences, Public Liability & Workers Compensation Insurances will be required to be supplied and approved prior to works commencing.,Serial No: N/A</p>	
106	<p>Assortment Of Marble, Granite And Quartzite Slabs In Storage Racks J & K.,Approximately 310 Full Or Part Slabs Including But Not Limited To: Marble Slabs: Bianco Lasa Covelano Venato, Emperador Scuro (Dark), Magic Brown (Eramosa), Onyx Caramello, Onyx Fantastico (Multicolour), Onyx Grey, Onyx Ivory, Onyx Sunset (Miele Onyx), Saltino Capri, Serpeggiante Silver Brown (Sandalwood), Statuarietto, Striato Elegante, White Carrara, Zecevo (Grigio Venato). Storage Racking Included. NOTE: Assets are sold as pick up only and must be collected by buyer. Collections Dates Yet To Be Set (weekdays only) Via appointment only . Buyer is responsible to dismantle and remove from site in accordance with all relevant safe work regulations and codes of practice. Safe Work Method Statements, Relevant Licences, Public Liability & Workers Compensation Insurances will be required to be supplied and approved prior to works commencing.,Serial No: N/A</p>	
107	<p>Assortment Of Marble, Granite And Quartzite Slabs In Storage Racks L & M,Approximately 270 Full Or Part Slabs Including But Not Limited To: Pietra Coralina, Ultimo Crema, Storage Racking Included. NOTE: Assets are sold as pick up only and must be collected by buyer. Collections Dates Yet To Be Set (weekdays only) Via appointment only . Buyer is responsible to dismantle and remove from site in accordance with all relevant safe work regulations and codes of practice. Safe Work Method Statements, Relevant Licences, Public Liability & Workers Compensation Insurances will be required to be supplied and approved prior to works commencing.,Serial No: N/A</p>	
108	<p>Assortment Of Marble, Granite And</p>	

	Quartzite Slabs And Offcuts In Storage Racks W ,Unknown Slab Stone Types, Buyer To Inspect To Establish Slab Types.	
109	Assortment Of Marble, Granite And Quartzite Slabs In Storage Rack X,Slabs Include But Not Limited To: Montblanc Quartzite, Bano Quartzite, Black Forrest, Callacatta, Port Black. Storage Racking Included. NOTE: Assets are sold as pick up only and must be collected by buyer. Collections Dates Yet To Be Set (weekdays only) Via appointment only . Buyer is responsible to dismantle and remove from site in accordance with all relevant safe work regulations and codes of practice. Safe Work Method Statements, Relevant Licences, Public Liability & Workers Compensation Insurances will be required to be supplied and approved prior to works commencing.,Serial No: N/A	
110	Assortment Of Marble, Granite And Quartzite Slabs In Storage Rack Z,Aproximatley 130 Full And Part Slabs, Include But Not Limited To: Blanco Assoluto Satin, Arabescato Michelangelo Satin, Grigio Piombo Satin, Nero Assoluto Satin. Storage Racking Included. NOTE: Assets are sold as pick up only and must be collected by buyer. Collections Dates Yet To Be Set (weekdays only) Via appointment only . Buyer is responsible to dismantle and remove from site in accordance with all relevant safe work regulations and codes of practice. Safe Work Method Statements, Relevant Licences, Public Liability & Workers Compensation Insurances will be required to be supplied and approved prior to works commencing.,Serial No: N/A	
200	Donatoni rapid 825 Bridge Saw., DOM 2009, Model: Rapid 825, NOTE: Item Not Fully Tested, Powers On, No Other Functions Tested, Assets are sold as pick up only and must be collected by buyer. Collections strictly by appointment only with the project manager. Buyer is responsible to dismantle and remove from site in accordance with all relevant safe work regulations and codes of practice. Safe Work Method Statements, Relevant Licences, Public Liability & Workers Compensation Insurances will be required to be supplied and approved prior to works commencing. Buyer to arrange own lifting equipment as lifting equipment is not available on site,Serial No: 15028/09	

201	<p>GMM EFIL 36 Bridge Saw With Tilting Bed., NOTE: Item Not Fully Tested, Powers On, No Other Functions Tested, Hours Unknown, Assets are sold as pick up only and must be collected by buyer. Collections strictly by appointment only with the project manager. Buyer is responsible to dismantle and remove from site in accordance with all relevant safe work regulations and codes of practice. Safe Work Method Statements, Relevant Licences, Public Liability & Workers Compensation Insurances will be required to be supplied and approved prior to works commencing. Buyer to arrange own lifting equipment as lifting equipment is not available on site,Serial No: 3153</p>	
202	<p>Prussiani Engineering Silver 1500 3 Axis CNC Working Centre. ,DOM: 2013, Model: 15x33, NOTE: Item Untested (Password Locked), Powers On, Bed Dims: 1500 x 3660mm, Vac Pump. Assets are sold as pick up only and must be collected by buyer. Collections strictly by appointment only with the project manager. Buyer is responsible to dismantle and remove from site in accordance with all relevant safe work regulations and codes of practice. Safe Work Method Statements, Relevant Licences, Public Liability & Workers Compensation Insurances will be required to be supplied and approved prior to works commencing. Buyer to arrange own lifting equipment as lifting equipment is not available on site</p>	
203	<p>Denver Vision Single Head Polishing Machine,DOM: 2007, Weight: 2100KG, 400v, 18A, 50Hz, Item Not Fully Tested, Powers On, Bridge Jogged NSEW, Head Raised, Lowered And Spun, No Other Functions Tested. Condition Unknown. ,Serial No: 0731107</p>	
204	<p>Comandulli Speedy System Edge Polishing Machine. ,DOM: 2008, Model Number: E, NOTE: Item Untested, Powers On, Unknown Hours, Assets are sold as pick up only and must be collected by buyer. Collections strictly by appointment only with the project manager. Buyer is responsible to dismantle and remove from site in accordance with all relevant safe work regulations and codes of practice. Safe Work Method Statements, Relevant Licences, Public Liability & Workers Compensation Insurances will be required to be supplied and approved prior to works commencing. Buyer to</p>	

	arrange own lifting equipment as lifting equipment is not available on site,Serial No: 09908	
205	12 Speed Drill Press, Sherwood Wood Cutting Band Saw, Bench Saw. ,Unbranded Drill Press, Band Saw Model: TBB-14, Unbranded Bench Saw, Items Untested, Buyers Responsibility to Remove And Transport.	
206	Officina Meccanica Pellacani FG3U Horizontal Drilling Machine. ,Pneumatic Drill Plunging , 6x Drills, 2x 2020 x 200mm Rollers, 415v, 50Hz, NOTE: Item Not Fully Tested, Powers On Drills Plunge, No Other Functions Tested, Assets are sold as pick up only and must be collected by buyer. Collections strictly by appointment only with the project manager. Buyer is responsible to dismantle and remove from site in accordance with all relevant safe work regulations and codes of practice. Safe Work Method Statements, Relevant Licences, Public Liability & Workers Compensation Insurances will be required to be supplied and approved prior to works commencing. Buyer to arrange own lifting equipment as lifting equipment is not available on site	
207	Salin Bench Saw. ,Made In Italy, Sliding Bench, NOTE: Item Not Fully Tested, Powers On, Saw Blade Spins, No Other Functions Tested, Assets are sold as pick up only and must be collected by buyer. Collections strictly by appointment only with the project manager. Buyer is responsible to dismantle and remove from site in accordance with all relevant safe work regulations and codes of practice. Safe Work Method Statements, Relevant Licences, Public Liability & Workers Compensation Insurances will be required to be supplied and approved prior to works commencing. Buyer to arrange own lifting equipment as lifting equipment is not available on site,Serial No: N/A	
208	Sound Deadened Air Compressor Room With Receiver, Dryer, Screw Compressor ,2014 Fusheng Reciever, Unknown Volume, 1999 Compair Cyclon 218 Air Compressor, Compair Dryer. NOTE: Item Not Fully Tested, Powers On, Builds/Holds Pressure "70 Bar", Total Operating Hours: 64518, Total Running Hours: 17841, No Other Functions Tested. Assets are sold as pick up only and must be collected by buyer. Collections strictly by appointment only with the project	

	<p>manager. Buyer is responsible to dismantle and remove from site in accordance with all relevant safe work regulations and codes of practice. Safe Work Method Statements, Relevant Licences, Public Liability & Workers Compensation Insurances will be required to be supplied and approved prior to works commencing. Buyer to arrange own lifting equipment as lifting equipment is not available on site,Serial No: F164/2035</p>	
209	<p>Comandulli Costruzioni Meccaniche Lucidacoste Belt Stone Edge Polishing Machine.,Belt Stone Edge Polishing Machine, Item Not Fully Tested, Powers On, Conveyor Belt Moves, Saws Spin, No Other Functions Tested, Hours Unknown. Model: Synthesis, Conveyor Dims: 6340mm x 600mm + Roller Extensions 1900mm & 2100mm. Corrosion Evident (See Photos). ,Serial No: N/A</p>	
210	<p>Eisenwerk Hensel Bayreuth Automatic Slab Grinding/Polishing Machine.,Model: 503E NOTE: Item Is Not Fully Tested, Machine Powers On, Bridge Jogs N-S-E-W, Head Moves Up And Down, Head Rotates, No Other Functions Tested. Hours Showing: 61465, DOM: 1982. Assets are sold as pick up only and must be collected by buyer. Collections strictly by appointment only with the project manager. Buyer is responsible to dismantle and remove from site in accordance with all relevant safe work regulations and codes of practice. Safe Work Method Statements, Relevant Licences, Public Liability & Workers Compensation Insurances will be required to be supplied and approved prior to works commencing. Buyer to arrange own lifting equipment as lifting equipment is not available on site,Serial No: ST30703</p>	
211	<p>Kunshan Sheng Chin Wei Precision Machinery Co, Radial Arm Stone Polisher.,Model: cb/cje5g/mr. NOTE: Item Not Fully Tested, Powers On, Bed Tilts, Rollers Lift, Head Spins, Arm Raises And Lowers, Unknown Hours, Assets are sold as pick up only and must be collected by buyer. Collections strictly by appointment only with the project manager. Buyer is responsible to dismantle and remove from site in accordance with all relevant safe work regulations and codes of practice. Safe Work Method Statements, Relevant Licences, Public Liability & Workers Compensation Insurances will be required to be supplied and approved</p>	

	prior to works commencing. Buyer to arrange own lifting equipment as lifting equipment is not available on site,Serial No: CD1220818	
212	Terzago GLS 37 Bridge Saw., NOTE: Item Not Fully Tested, Powers On, Bridge Jogs NSEW, Saw Head Rotates, No Other Functions Tested Hours Showing 19659 , Assets are sold as pick up only and must be collected by buyer. Collections strictly by appointment only with the project manager. Buyer is responsible to dismantle and remove from site in accordance with all relevant safe work regulations and codes of practice. Safe Work Method Statements, Relevant Licences, Public Liability & Workers Compensation Insurances will be required to be supplied and approved prior to works commencing. Buyer to arrange own lifting equipment as lifting equipment is not available on site,Serial No: N/A	
213	Flow 4020 XD CNC Water Jet Cutter And Water Bed,Manufacture Date: Jan 2015, Condition Unknown, Parts May Be Missing. ,Serial No: 107705	
301	Large Quantities Of Marble, Terrazzo & Natural Tiles.,Approximately 360 Crates / Pallets Of Tiles, Assorted Styles, Sizes & Quantities. Includes But Not Limited To: Kirby Blue Honed, Saltino Palladio Negra "Black Kafe", Statuario Venato Polished & Honed, Saltino Capri Honed, Pietra Serena Honed, Nuvolato Dark Sawcut, Crema Marfil Select Honed, ECO Stone Moka Honed, Cielo Honed, Oslo Honed, Vienna Honed, Avorio Honed, Saltino Macchiato Honed, Coverlam Estaturio DC. Although We have Done Our Best To Only Photo Marble, Terrazzo & Natural Tiles, Some Other Assets May Be In The Photos, These Additional Assets Are Not Included With This Lot. Serial No: N/A	
302	Large Quantities Of Ceramic & Mosaic Tiles. ,Approximately 260 Crates / Pallets Of Tiles, Assorted Styles, Sizes & Quantities. Includes But Not Limited To: neve Rust Titanium Natural, Vi01 Montone External, Architecture Beige, VI03 Ferla External, LI04 Portofino Natural, Mirage, Litos Chirazo, Cotto Natural / Litos, Di Sardegna Punta Molara Natural, Etrusco Santaflora, Grigo Centre, Baviera Grigia. Although We have Done Our Best To Only Photo Ceramic And Mosaic Tiles Some Other Assets May Be In The Photos, These Additional Assets Are Not Included With This Lot. Serial No: N/A	

303	10 Crates Of Caliza Capri Tiles SB,Approximately 290 Tiles, Dims: 1200 x 600 x 20mm, Sand Blasted Finish. Condition Unknown.	
304	Assorted Ecostone Tiles - San Pietroburgo Honed & Dublino Honed. 3x Crates Total,"400x400x15 Ecostone EM 6906 San Pietroburgo Honed Approximately 31.04 Total MQ , 400x400x15 Ecostone Dublino Honed Approximately 7.52 Total MQ ". 3x Crates In Total. Serial No: N/A	
305	Assorted Crates Of Rough Cut Cobble Stones - Various Sizes And Colors. ,Approximately 61 Crates Of Various Cobble Stones, Quantities Of Each Variant Unknown, Buyer Responsibility To Inspect Before Purchase. Serial No: N/A	
306	MCW Stone - Large Batch Of Selva Grey Tiles.,Approximately 53 Crates, Sizes May Vary, Condition Unknown. Serial No: N/A	
307	Assorted Crates Of Tiles,Approximately 137 Pallets / Crates Of Tiles And Stone Work. Various Styles And Types, Buyer Must Collect All. Serial No: N/A	
308	Assorted Tile And Stone Samples. ,Shelving Included. Serial No: N/A	
401	CP: CIRCA 2008,Manitou,MT1440 Privilege,Telehandler,4 Cyl,Diesel Turbo,7422 (Hrs. Showing),Colour: Red,Unregistered,Chassis: 1245250,Serial No: 245250,Sold with No Plates	
402	CP: CIRCA undefined,Officine Piccini,Concrete Mixer,Odometer not visible,Rego. No: NP(1TDZ915), Unregistered WA,VIN: NOV1N000000000000,Serial No: NA,Sold with No Plates	
403	CP: CIRCA 2010,Crown,CG25P-5 Pro 5,Forklift Container Mast,4 Cyl,LPG only,1592 (Hrs. Showing),Colour: Grey,Unregistered,Serial No: ML01381,Sold with No Plates	
404	No C/P,Hyundai,25LF-7,Forklift Container Mast,4 Cyl,LPG only,7242 (Hrs. Showing),Colour: Yellow,Unregistered,Serial No: HHIHHF02TA0001247K,Sold with No Plates	
501	Aachen Industries DSF 1660 & 2140 Double Stacker A-Frame Transporting Racks.,2x Mobile Transporting Racks. 3x Fork Lift Lifting Points, Quick Release Removable Casters For Transport, Waterproof Document Pouch, Self Tightening Ratchet System. Condition Unknown. Serial No: N/A	
502	Assorted A Frames With Tyne Pockets Including Product And Offcuts. ,Coverlam Top Estatuar Slabs, Other	

	Various Slabs. Condition Unknown. Serial No: N/A	
503	Assorted Mobile A Frame Transport Trolleys. n, Assorted Trolleys, Conditions Vary, Offcuts Included. Serial No: N/A	
504	2x Stone Top Work Benches., Unknown Stone Benchtops, Various Cuts And Grooves. Offcuts And Other Items Included. Serial No: N/A	
505	Various Stationary A Frames., Conditions Vary, Buyer Must Take All. Serial No: N/A	
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ANNEXURE 3 – TERMS AND CONDITIONS

Terms and Conditions

1. Definitions

In these terms and conditions, unless the context otherwise requires or implies:

Auctioneer means Pickles Auctions Pty. Limited (ACN 003 417 650) trading as Pickles Auctions.

Australian Consumer Law means the Australian Consumer Law set out in Schedule Two of the Competition and Consumer Act 2010 (Cth).

Bid means the amount offered to purchase the Lot(s) as set out in Annexure 2 of the EOI Agreement.

Bidder means the applicant as set out in Annexure 1 of the EOI Agreement.

Buyer means the successful Bidder for a Lot, as determined by the Auctioneer.

Closing Date means 5.00 pm on Friday, 15 November 2024 AWST.

Damage and Description Disclaimer means the damage and description disclaimer contained within the online listing/advertisement of a Lot.

EOI means expression of interest.

EOI Agreement means the documentation and these Terms and Conditions executed by the Buyer at the time of submitting an offer.

EOI Sale means the sale of a Lot or Lots (as applicable) offered for sale by the Seller in the EOI Agreement and sold pursuant to these Terms and Conditions.

EOI Site means premises at which an EOI Sale is conducted.

GST means the goods and service tax as imposed by the GST Act.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Loss means any claim, delay, loss, liability, damage, expense, penalty, outgoing or cost whatsoever and however arising, whether present, unascertained, immediate, future or contingent and includes indirect and consequential losses.

Lot means a Motor Vehicle, Vehicle and Goods available for purchase at the EOI Sale.

Lot Number means the number designated to a Lot in an EOI Sale, which are designated with a Lot Number.

Motor Vehicle means any passenger vehicles, motorcycles or commercial vehicles but excludes Vehicles.

Non PDH Goods means any goods which are not PDH Goods.

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.

Purchase Price means the Bid accepted by the Seller for a Lot, plus any additional fees and charges charged by the Auctioneer.

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

Taxable Supply has the meaning given to that term by the GST Law.

Tax Invoice means a tax invoice as defined in the GST Act.

Vehicle means any vehicle including salvage or dismantled vehicles, trucks, tracked or earthmoving equipment, machinery, trailers, boats and watercraft but excludes a Motor Vehicle.

WH&S Legislation means the Workplace Health & Safety Act, Regulations and codes of practice which govern occupational health and safety of workers and workplaces in the State in which the EOI Sale takes place and the EOI Site.

2. EOI Sale contract particulars

(a) The Auctioneer is acting as an agent for the Seller.

- (b)** The sale contract for the purchase of a Lot is made directly between the Seller and the Buyer.
- (c)** The EOI Agreement and the sale record constitute the entire relationship between the Auctioneer, the Seller and the Buyer.
- (d)** If any dispute arises in relation to a Lot, the dispute is between the Buyer and the Seller. The Buyer agrees to release the Auctioneer from any claim, action, tribunal or court proceeding in respect of that Lot and to indemnify the Auctioneer, on a full indemnity basis, from all liability, including all costs incurred by it in relation to any such claim.

3. Bidding for a Lot at the EOI Sale

- (a)** All Bidders must be 18 years of age or older.
- (b)** All Bidders must register to Bid at the EOI Sale by providing the Auctioneer with a completed EOI Agreement.
- (c)** Upon completing the EOI Agreement, Bidders agree to be bound by these Terms and Conditions.
- (d)** If a Bidder does not complete the EOI Agreement, the Auctioneer may choose not to accept their Bid.

4. Reserve prices

- (a)** The sale of a Lot may be subject to a reserve price.

5. Risk

- (a)** All Lots are Bid on and purchased on an 'as is, where is' basis.
- (b)** The Buyer assumes all risk in relation to a Lot following the Auctioneer accepting their Bid contained within the EOI Agreement in respect of that Lot, and neither the Auctioneer nor the Seller will be accountable for any deficiency, damage or loss to the Lot which may arise, occur, or become apparent thereafter.
- (c)** The Buyer agrees to release and indemnify the Auctioneer and Seller from any claim, action, tribunal or court proceeding in respect of any such deficiency or damage and to indemnify the Auctioneer, on a full indemnity basis, from all liability, including all costs incurred by it in relation to any such claim.

6. Payment

- (a)** The Buyer is not entitled to remove the Lot from the EOI Site until the Purchase Price has been paid in full.
- (b)** The Buyer of a Lot must pay a deposit as agreed by the Auctioneer to the Auctioneer within five (5) Business Days following the Auctioneer accepting their Bid contained within the EOI Agreement for the Lot.
- (c)** The Buyer of a Lot must pay the Purchase Price to the Auctioneer within five (5) Business Days of the Auctioneer accepting their Bid contained within the EOI Agreement for the Lot.
- (d)** Payment of the above must be in clear funds by electronic funds transfer unless otherwise agreed by the Auctioneer. If payment is made by cheque or credit card and the cheque or credit card payment is dishonored, challenged or clawed back by the Buyer, their financier or a merchant, the Buyer will be deemed to be in fundamental breach of its obligations pursuant to these Terms and Conditions.

7. Removal of a Lot from the EOI Site

- (a)** The EOI Sale will be deemed complete after the acceptance of the Bid contained within the EOI Agreement and full payment of the Purchase Price being received by the Auctioneer.
- (b)** The Buyer is responsible and liable to perform (at their expenses) any cleaning, decommissioning, decontamination and dismantling of the Lot.

(c) Subject to clause 6, the Buyer must remove the Lot from the EOI Site within 20 Business Days of the completion of the EOI Sale or as otherwise specified by the Auctioneer.

(d) If the Buyer does not remove the Lot in accordance with clause 7(c), storage fees will be charged in accordance with clause 20 and:

(i) the Auctioneer or Seller may remove the Lot from the EOI Site and store it in an alternate location, for which the Buyer is required to pay all costs incurred by the Auctioneer or the Seller in relation to the relocation and/or storage of the Lot, prior to collecting the Lot; and

(ii) if the Lot remains uncollected and 25% of the Lots Purchase Price is reached in accrued (unpaid) storage fees, the Auctioneer is entitled to sell the Lot in an unreserved auction to recover the storage fees. After the deduction of any applicable auction fees, the remaining balance will be remitted to the Buyer.

(e) The Buyer will be strictly liable for any damage to the EOI Site, Lot or other goods, caused by the removal of any Lot from the EOI Site and agrees to indemnify the Seller and Auctioneer for any direct or indirect loss suffered or incurred, relating to the Buyer's removal of the Lot from the EOI Site.

(f) The Buyer acknowledges and agrees that it is required to comply with all of the following before being provided with access to the EOI Site:

(i) provide any supporting documentation as reasonably requested by the Auctioneer or Seller; and

(ii) obtain site access approval from the Auctioneer or Seller prior to, and for the purposes of, dismantling and removing any Lot from the EOI Site.

(g) The Buyer acknowledges and agrees that:

(i) the Auctioneer or Seller will have the right to deny the Buyer, or any of their employees, contractors or agents, access to the EOI Site if any one or more of the conditions in clause 7(f) have not been complied with; and

(ii) the Buyer will be responsible for:

(A) complying with all relevant WH&S Legislation whilst on the EOI Site or dismantling and removing the Lot; and

(B) providing its employees, agents and contractors with adequate training to ensure the Lot is dismantled and removed safely and otherwise in a manner that minimises the risk to their own health and safety and the health and safety of others. For the avoidance of doubt, the Buyer will be responsible for creating and implementing its own safety management plan.

8. Title of the Lot

(a) The Seller represents and warrants to the Buyer and the Auctioneer that:

(i) it has good title to the Lot;

(ii) it has proper authority to sell the Lot; and

(iii) there are no undisclosed encumbrances, liens or security interests (as defined in the Personal Property Securities Act 2010 (Cth)) over the Lot, at the time of delivery of a Lot.

(b) The Seller acknowledges that the Auctioneer relies on the representation and warranty at clause 8(a) in auctioning the Lot on behalf of the Seller.

(c) The Buyer acknowledges that the warranty provided at clause 8(a) is given by the Seller and not by the Auctioneer.

(d) The Buyer acknowledges that it is its 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 it Bids for the Lot to ensure that there is no undisclosed encumbrance over the Lot.

(e) Except in respect of the sale of Motor Vehicles in the State of Queensland where the Seller is not a motor dealer or other auctioneer, the Buyer acknowledges that the warranty provided at clause 8(a) is given by the Seller and not by the Auctioneer.

(f) In respect of the sale of Motor Vehicles in the State of Queensland where the Seller is not a motor dealer or other auctioneer, the Auctioneer provides guarantee of title at the time that the property passes to the Buyer. This guarantee does not pass or extend to any third parties or to any subsequent buyer or successor in title.

(g) If, subsequent to the Auctioneer accepting the Buyer's Bid contained within the EOI Agreement but before the delivery of a Lot, the Auctioneer becomes aware that the Seller does not have good title to the Lot sold, it has the discretion to cancel the sale of that Lot and refund to the Buyer any moneys paid. The Buyer agrees that it will not make a claim against the Auctioneer in such an instance. If it does so, it agrees to indemnify the Auctioneer from any, and all, costs, on a full indemnity basis that the Auctioneer incurs as a result.

(h) Title in any Lot does not pass until the Purchase Price (and if applicable, any other Governmental charges or fees payable pursuant to these Terms and Conditions, including, but not limited to any taxes, levies, duties, imposts, deductions and charges) has been paid in full.

(i) Any guarantee made by the Seller or Auctioneer under this clause 8 is in addition to and is not intended to replace or detract from any rights or remedies a Buyer may have under the Australian Consumer Law or any other applicable laws.

9. Rights reserved

(a) The Auctioneer and/or Seller reserve their right to withdraw any Lot or Lots from the EOI Sale;

(b) The Auctioneer reserves its rights:

(i) to offer for sale part only of any Lot listed in an EOI Sale;

(ii) to offer two or more separate Lots listed in an EOI Sale for sale together as one Lot and if that Lot is not sold, to offer those Lots for sale as separate Lots;

(iii) to refuse any person admission to, or eject them from the EOI Site;

(iv) to not disclose the existence and/or quantum of the reserve price (if any) of a Lot prior to the Closing Date or withdrawal of the Lot;

(v) in the event that a Buyer buys more than one Lot at the EOI Sale:

(A) to allocate any monies received from that Buyer between the Lots as it sees fit; and

(B) to regard the sale of multiple Lots as interdependent and treat default under a contract for either Lot as default under all such contracts.

(vi) to in its sole discretion resubmit a Lot for sale by EOI as soon as practicable thereafter; and

(vii) to offer and sell a Lot that is not sold at an EOI Sale immediately thereafter by private agreement. Any such private agreement is also subject to these Terms and Conditions unless otherwise agreed in writing by the Auctioneer.

10. Warranties and consumer guarantees

(a) The Buyer acknowledges 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, the Auctioneer and the Seller make no warranties and give no guarantees regarding:

(i) the goods being of acceptable quality;

(ii) the goods being fit for any disclosed purpose or any purpose for which the supplier represents they are fit;

- (iii) the goods matching their description or corresponding to any sample or demonstration model;
- (iv) the availability of repairs or spare parts for the goods; or
- (v) express warranties in respect of the goods made by the manufacturer being complied with.

(b) If the goods forming part of a Lot are:

- (i) PDH Goods; or
- (ii) Non PDH Goods and the purchase price of the Lot is \$100,000 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 that Buyer including (without limitation):
- (iii) guarantees as to title to the Lot passing to the Buyer;
- (iv) guarantees regarding the Buyer having undisturbed possession of the Lot; and
- (v) guarantees regarding the Lot being free from undisclosed encumbrances.

(c) Nothing in this clause 10 or clause 11 (or any other provision of these Terms and Conditions) 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 the Auctioneer 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.

11. Limitation of liability

Where the Buyer suffers 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 \$100,000; or
- (b)** the Buyer suffers the Loss other than as a result of any breach by the Seller or the Auctioneer 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 these Terms and Conditions, the Seller and the Auctioneer will not be liable for any such Loss suffered by the Buyer. This clause applies even if the Seller and/or the Auctioneer knew or ought to have known that the relevant Loss would be suffered.

12. Finance

The Buyer expressly acknowledges and warrants to the Auctioneer and to the Seller that prior to making an offer for a Lot that it has the either cash resources immediately available to complete the purchase or has obtained approval for financial assistance on reasonable terms which are satisfactory to the Buyer.

13. Default

(a) If the Buyer is in default of any of its obligations under these Terms and Conditions or any interdependent or separate agreement with the Auctioneer or Seller:

(i) The Auctioneer and/or the Seller may:

- (A)** cancel and rescind the sale of a Lot or Lots;
- (B)** forfeit any monies paid by the Buyer in consideration of a Lot or Lots;
- (C)** without notice to the Buyer, resell the Lot or Lots in any manner upon such terms and conditions as it may think proper and recover all losses, costs and expenses incurred from any such resale from the Buyer by way of damages, whether or not that amount exceeds the

Purchase Price that was to be paid by the Buyer for the Lot or Lots (and including all legal costs) and the amount of any commission lost on the original sale as the result of the Buyer's default and the cost of advertising in respect of any such resale; and
(D) recover damages from the Buyer on an indemnity basis.

(b) If the Seller defaults on the delivery of a Lot or Lots, or part thereof, the Seller must refund any money which the Buyer had paid to the Auctioneer on account of its purchase.

14. General law

(a) The proper law governing the interpretation and enforcement of these conditions including all substantive rights and obligations hereunder and the manner mode and method of performance is the law of the State in which the EOI Sale took place.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the State in, Australia where the EOI Sale took place and to courts competent to hear appeals from those courts.

(c) All rights and remedies available to the parties against each other under the general law are subject to these conditions.

(d) If any of the conditions in these Terms and Conditions are to any extent held by any court of competent jurisdiction to be invalid or unenforceable, those Terms and Conditions are to be severed and the remaining conditions will not be affected thereby, and will remain in full force and effect.

(e) The Auctioneer and/or Seller does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy.

15. Goods and Services Tax (GST)

(a) The Seller will elect whether the Purchase Price of the goods is inclusive or exclusive of GST. If applicable, GST will be added to all charges and fees payable.

(b) If the whole or any part of the Purchase Price of a Lot is consideration for a taxable supply, the Buyer must pay to the Seller via the Auctioneer, an amount equal to the GST amount applicable to the Purchase Price. The Auctioneer will provide to the Buyer (if applicable) a Tax Invoice at that time.

16. Sale of Lots

(a) The Buyer acknowledges that:

(i) the Auctioneer is unable to, and does not carry out detailed inspections of the Lots offered for sale, including structural, mechanical, electrical, hydraulic or underbody inspections, Lots are inspected by cursory external walk around;

(ii) the information that the Auctioneer has in relation to each Lot is information provided to the Auctioneer by the Seller of each Lot (including, in the case of Motor Vehicles and Vehicles, any inspection, condition, pre-auction reports or other information as to the condition of the Motor Vehicle and/or Vehicle);

(iii) the information provided by the Seller in relation to each Lot is not guaranteed by the Auctioneer;

(iv) it must satisfy itself as to the condition, description and state of repair of the Lot prior to the completion of the EOI Agreement;

(v) in the case of Motor Vehicles and Vehicles, it may not rely on the category in which a Motor Vehicle and/or Vehicle is sold as a representation as to the condition or registrability of the Motor Vehicle and/or Vehicle;

(vi) it is the Buyer's responsibility to perform a search of the Written Off Vehicles

Register (**WOVR**) prior to the completion of the EOI Agreement to satisfy itself as to the WOVR status and condition of the Motor Vehicle and/or Vehicle and all the codes used to record the Motor Vehicle and/or Vehicle on the WOVR;

(vii) the Damage and Description Disclaimer forms part of these Terms and Conditions; and

(viii) if a dispute arises in relation to this information, the Buyer will exclude and indemnify the Auctioneer from any such dispute (including costs on a full indemnity basis by any costs incurred by the Auctioneer in relation to such dispute).

17. Sale of used plant and equipment

The Buyer acknowledges that:

(a) The WH&S Legislation imposes obligations in respect of safety for workers arising out of the design manufacture and supply of plant and equipment (**Plant**) for use in a workplace.

(b) The Auctioneer and the Seller have warned Bidders that no Plant is being offered for sale for use in any workplace and it is the Buyer's or user's responsibility to ensure that if the Plant is to be so used it is brought to a standard necessary to comply with the WH&S Legislation before being used for this purpose and testing and examination is carried out to ensure it is safe and fit for use in a workplace.

(c) In so far as it is readily available, information prepared by the designer or manufacturer of the Plant and any records kept by previous owners of the Plant that were required to be kept under the WH&S Legislation (**Information and/or Records**) is made available for inspection to Bidders and will be provided to the Buyer.

(d) Where no such Information and/or Records are available, no liability for the absence of same is assumed by the Auctioneer and/or the Seller.

(e) It is the responsibility of the Buyer to ensure that the Buyer seek to ascertain the Information and/or Records.

(f) Safety inspections of all Plant purchased by EOI Sale must be performed by the Buyer as breaches of the WH&S Legislation carry very heavy penalties in the interest of health and safety for workers.

18. Cancellation

(a) Notwithstanding any other clause in these Terms and Conditions, the Auctioneer with authority and on behalf of the Seller, has the right to cancel and rescind any EOI Sale and/or any Lot(s) sold from an EOI Sale.

(b) The Auctioneer may exercise the right referred to a clause 18(a) at any time before collection of the Lot(s). If the Auctioneer exercises this right on behalf of the Seller, the Auctioneer will refund to the Buyer the Purchase Price and any part thereof that the Buyer has paid.

(c) The rights conferred to a Buyer pursuant to clauses 5, 6, 7 and 8 do not apply in circumstances where the Auctioneer has exercised any right on behalf of the Seller pursuant to clause 18(a).

(d) If a dispute arises in relation to this clause 18, the Buyer will exclude and indemnify the Auctioneer and Seller from any such dispute (including costs on a full indemnity basis for any costs incurred by the Auctioneer and Seller in relation to such dispute).

19. Damage to Lots

(a) The Auctioneer does not accept any responsibility or liability for damage sustained to Lots (either before, during or after an Auction Sale) through the use of forklifts or other equipment to load, unload and move Lots.

(b) If a dispute arises in relation to this clause, the Buyer will exclude and indemnify the Auctioneer from any such dispute (including costs on a full indemnity basis for any costs incurred by the Auctioneer in relation to such dispute).

20. Processing and administration fees

Processing fees	
All Lots	16.5% per Lot

Administration fees	
Photos	\$48.00 per Lot
Invoice reprint	\$24.00 per invoice
Late payment fee	\$71.00 per invoice per day after the time period stipulated in clause 6, until payment is made in full
Storage fee	\$71.00 per Lot per day per Lot after the time period stipulated in clause 7, until all Lot(s) are collected
Export administration fee	\$236.00 per invoice + \$36.00 transfer fee for international bank transfers

21. Severability

If any part of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, then that term or clause will be excluded from these Terms and Conditions and the remainder of these Terms and Conditions will continue with full force and effect.

Agent for the Seller:

Pickles Auctions Pty. Limited
Trading as
Pickles Auctions

36-40 Harp Street, Belmore NSW 2192
Telephone: [\(02\) 9704 6669](tel:0297046669)

EXECUTION PAGE

For Individual, Sole Trader, Partnership and Trust (with individual trustee)

SIGNED by

.....

.....

.....

Signature

in the presence of:

.....

Signature of Witness

.....

Name of Witness

.....

Address of Witness

For Company and Trust (with corporate trustee)

EXECUTED by

.....

.....

in accordance with section 127(1)
of the *Corporations Act 2001* (Cth):

.....

Signature of Director

.....

Signature of Director/Secretary

.....

Name of Director

.....

Name of Director/Secretary