

Self-Appraisal, Purchase and Consignment Terms and Conditions

Effective 1 June 2026

1. Definitions and Interpretation

a. Definitions

In these Terms, unless the context requires otherwise:

Acceptance Period means the period stated in an Offer during which it may be accepted.

Agency Agreement means the separate written agreement entered into between the Customer and Pickles governing a consignment sale of the Item.

Business Day means a day other than a Saturday, Sunday or public holiday in New South Wales.

Consignment Offer means an offer made by Pickles to act as the Customer's selling agent to sell the Item on consignment.

Customer means the individual or entity submitting the Item details and accepting these Terms.

Item means a vehicle, good or asset submitted by the Customer through the Self-Appraisal Tool.

Offer means a Purchase Offer and/or a Consignment Offer.

Pickles means Pickles Auctions Pty. Limited ACN 003 417 650 and includes its Related Body Corporate.

Pre-Inspection Documents means any purchase documentation, sale documentation, consignment paperwork, Agency Agreement, invoice, receipt, authority or other document issued by Pickles or a Purchasing Entity before the Item has been inspected and verified.

Purchase Offer means an offer to purchase the Item generated following the Customer's use of the Self-Appraisal Tool.

Purchasing Entity means Pickles or a Related Body Corporate of Pickles that purchases the Item under a Purchase Offer.

Related Body Corporate has the meaning given to that term in section 50 of the *Corporations Act 2001* (Cth) and includes any entity that is a holding company, subsidiary or subsidiary of a holding company of Pickles.

Self-Appraisal Tool means the online appraisal platform made available by Pickles through its website, mobile application or any referral or partner channel.

Terms means these Terms and Conditions.

b. Interpretation

In these Terms, unless the context requires otherwise:

- i. Headings are for convenience only and do not affect interpretation.
- ii. A reference to a person includes an individual, corporation, partnership or other legal entity.
- iii. A reference to legislation includes amendments and replacements of that legislation.
- iv. The words "including", "for example" or similar expressions do not limit what else might be included.

2. Application of these Terms

a. These Terms apply to:

- i. the Customer's use of the Self-Appraisal Tool; and
- ii. any Offer provided to the Customer in connection with the Customer's submission of Item details through the Self-Appraisal Tool, including any further information subsequently provided by the Customer.

- b. These Terms apply regardless of the service channel through which the Customer accesses the Self-Appraisal Tool, including:

- i. Pickles' website;
 - ii. a partner or referral website;
 - iii. a specialised referral link;
 - iv. mobile applications; or
 - v. any other digital platform operated by or on behalf of Pickles.
- c. By accessing or using the Self-Appraisal Tool or submitting Item information, the Customer agrees to be bound by these Terms.
- d. The services described in these Terms are available only for Items located in Australia.

3. Eligibility

- a. To use the Self-Appraisal Tool and receive an Offer, the Customer must:
- i. be at least 18 years old;
 - ii. be located in Australia;
 - iii. be the legal owner of the Item or otherwise have full authority to sell it;
 - iv. not hold a motor dealer/motor car trader licence or be required to hold a motor dealer/ motor car trader licence in any State or Territory in Australia (unless approved by Pickles); and
 - v. provide all requested information in the required format.
- b. Pickles may refuse access to the Self-Appraisal Tool at its discretion.

4. Customer Obligations and Warranties

- a. The Customer warrants and represents that:
- i. All information, descriptions, photographs, videos and documents provided by the Customer are true, accurate and complete.
 - ii. The Customer has not omitted any information that may affect the Item's condition, value or title.
 - iii. The Customer is the legal owner of the Item and has full authority to sell or consign it.
 - iv. The Item:
 - A. is located in Australia;
 - B. is immediately available for sale;
 - C. is not subject to any undisclosed finance or security interest;
 - D. has not been written off (unless disclosed);
 - E. is not a private import (unless disclosed);
 - F. has not been used for hire, rental, driving tuition or emergency services (unless disclosed);
 - G. has not been immersed in water (unless disclosed);
 - H. does not have any undisclosed mechanical, hydraulic, electrical, electronic, software, firmware faults or malfunctions, including in any onboard computer, control module, driver-assistance, infotainment, battery-management, charging or telematics system;
 - I. does not have any undisclosed structural or cosmetic defects;
 - J. does not have undisclosed non-factory modifications;
 - K. has the stated number of keys;
 - L. has an accurate and original odometer (unless disclosed);
 - M. matches the description provided in the Self-Appraisal Tool.
- b. The Customer acknowledges that Pickles and any Purchasing Entity rely entirely on the information provided by the Customer when generating an Offer.
- c. The Customer indemnifies Pickles and any Purchasing Entity against any loss, claim or damage arising from:
- i. inaccurate, misleading or incomplete information;
 - ii. breach of these Terms; or

- iii. any defect in title or authority to sell the Item.

5. Nature of Offers

- a. Following submission of Item details, Pickles may provide:
 - i. a Purchase Offer;
 - ii. a Consignment Offer; or
 - iii. both.
- b. Any Offer:
 - i. is indicative only;
 - ii. is based solely on the information provided by the Customer;
 - iii. is subject to inspection and verification;
 - iv. may be withdrawn, amended or reduced at any time before it becomes binding or unconditional in accordance with these Terms; and
 - v. is not binding and does not create a contract for sale, purchase or consignment merely because it is issued, accepted, or because any Pre-Inspection Documents are issued or signed; and any Offer (whether or not accepted) and any Pre-Inspection Documents remain subject to inspection, verification and any other conditions expressly stated in these Terms or the relevant document.
- c. Pickles may inspect the Item before proceeding.
- d. If inspection reveals inaccuracies or matters affecting value, Pickles or the Purchasing Entity (as applicable) may:
 - i. withdraw the Offer; or
 - ii. issue a revised Offer.
- e. Pickles or the Purchasing Entity may cancel an Offer generated due to system error, incorrect data inputs or pricing anomalies.
- f. Pickles or the Purchasing Entity may issue Pre-Inspection Documents before inspection of the Item for administrative convenience only. Unless expressly stated otherwise, the issue or execution of any Pre-Inspection Documents does not of itself mean that Pickles or the Purchasing Entity has finally approved the Item, entered into a binding purchase pursuant to a Purchase Offer, or agreed to proceed unconditionally with a Consignment Offer.

6. Purchase Offer – Sale to Purchasing Entity

- a. If the Customer accepts a Purchase Offer, the Purchasing Entity may issue Pre-Inspection Documents to the Customer. Any such documentation may be issued before inspection for administrative convenience only and remains subject to clauses 6.b, 6.c and 6.f.
- b. Any Purchase Offer, any acceptance of it by the Customer, and any Pre-Inspection Documents issued by the Purchasing Entity are conditional upon:
 - i. the Customer delivering the Item in accordance with clause 6.e;
 - ii. inspection and verification of the Item in accordance with clause 6.f; and
 - iii. final written confirmation of purchase by the Purchasing Entity.
- c. A binding contract of sale is not formed unless and until:
 - i. the Purchase Offer is accepted within the Acceptance Period;
 - ii. the Item has been delivered in accordance with clause 6e;
 - iii. the Item has passed inspection and verification in accordance with clause 6.f to the satisfaction of Pickles or the Purchasing Entity; and
 - iv. the Purchasing Entity confirms in writing that it will proceed with the purchase, after inspection and verification.

For the avoidance of doubt, the issue or signing of any Pre-Inspection Documents before the written confirmation contemplated by this clause 6.c does not of itself form a binding contract of sale.

- d. Payment will be made in accordance with the sale documentation issued by the Purchasing Entity and subject to clause 6i.
- e. Delivery and Transport
 - i. The Customer must, at the Customer's sole cost and risk, deliver the Item to the Pickles nominated site (or other location notified by Pickles) within the timeframe notified by Pickles.
 - ii. Pickles may (but is not obliged to) assist to arrange transport at the Customer's request.
 - iii. If Pickles arranges transport, all transport and associated costs are payable by the Customer (including third party carrier charges), even if the Purchase Offer is withdrawn. Pickles is entitled to retain possession of the Item until all such costs are paid in full by the Customer.
 - iv. For clarity, Pickles is not responsible for delay, loss or damage during transit where transport is arranged at the Customer's request.
- f. Inspection and discrepancies
 - i. Pickles and/or the Purchasing Entity may inspect the Item upon delivery to verify its condition, specifications, title and compliance with the information provided by the Customer.
 - ii. If inspection or verification reveals any inconsistency, inaccuracy or omission in the Customer's information, or any matter affecting value, condition, title, compliance, saleability, commercial acceptability or risk, Pickles or the Purchasing Entity may, in its discretion acting reasonably:
 - A. withdraw the Purchase Offer and cancel any Pre-Inspection Documents issued; or
 - B. issue revised purchase terms, including a revised Purchase Offer.
- g. Withdrawal or revised offer
 - i. If the Purchase Offer is withdrawn under clause 6.f.ii.A, the Customer must collect the Item at the Customer's sole cost and risk within three (3) Business Days of notice (or such other period notified by Pickles).
 - ii. If a revised Purchase Offer is issued under clause 6.f.ii.B and the Customer does not accept it within the timeframe specified by Pickles, the Customer must collect the Item at the Customer's sole cost and risk within three (3) Business Days of notice (or such other period notified by Pickles).
- h. Storage / holding costs
 - i. If the Item is not collected within the timeframe required by clause 6.g, Pickles may charge reasonable storage, administration and handling fees until the Item is collected, in accordance with the fees for the applicable Item category as advertised by Pickles on its website or as otherwise advised in writing from time to time.
- i. No Payment
 - i. For clarity, no payment is payable unless and until:
 - A. the Item has been delivered in accordance with clause 6.e; and
 - B. the Item has passed inspection under clause 6.f; and
 - C. the Purchasing Entity has confirmed the purchase in writing.

7. Consignment Offer – Agency Arrangement

- a. If the Customer accepts a Consignment Offer:
 - i. Pickles will act as the Customer's selling agent;
 - ii. the Customer must enter into a separate Agency Agreement; and
 - iii. the Agency Agreement will govern the consignment sale of the Item, including Customer representations, warranties and indemnities, commission, fees, reserve price and payment terms.

- b. An executed Agency Agreement is conditional and does not oblige Pickles to list, market or offer the Item for sale unless and until Pickles has inspected and verified the Item and confirmed in writing that it will proceed with the consignment.
- c. Delivery to Pickles
 - i. The Customer must, at the Customer's sole cost and risk, deliver the Item to the Pickles nominated site (or other location notified by Pickles) within the timeframe notified by Pickles.
- d. Inspection and valuation basis
 - i. Any valuation, estimated selling range and proposed reserve in a Consignment Offer or Agency Agreement are indicative only and based solely on information supplied by the Customer.
 - ii. Pickles may inspect the Item after delivery to verify its condition, specifications, title, compliance and consistency with the Customer's disclosures before listing or offering the Item for sale.
- e. Discrepancies
 - i. If inspection reveals any inconsistency, inaccuracy or omission in the Customer's information, or any matter affecting value, condition, title, compliance, saleability, marketability or risk, Pickles may, in its discretion acting reasonably:
 - A. revise the valuation and require the reserve price or other sale terms to be adjusted before the Item is offered for sale;
 - B. refuse to list or market the Item; or
 - C. terminate the Agency Agreement by notice to the Customer.
- f. Customer does not accept revised reserve
 - i. If the Customer does not agree to any revised valuation, reserve price or other sale terms required by Pickles following inspection, or if Pickles terminates the Agency Agreement under clause 7.e.i.C, the Item will not proceed to sale and the Customer must collect the Item at the Customer's sole cost and risk within three (3) Business Days of notice (or such other period notified by Pickles). If not collected, Pickles may charge reasonable storage, administration and handling fees until collection, in accordance with the fees for the applicable Item category as advertised by Pickles on its website or as otherwise advised in writing from time to time.
- g. Risk prior to sale

Risk in the Item remains with the Customer until the Item is sold in accordance with the Agency Agreement, except to the extent caused by the negligent act or omission of Pickles.

8. Confidentiality

- a. Any Offer and any Pre-Inspection Documents are confidential and must not be disclosed without Pickles' prior written consent.

9. Intellectual Property

- a. The Customer grants Pickles and its Related Body Corporate a perpetual, royalty-free and irrevocable licence to use all materials submitted for valuation, marketing and sale purposes.

10. Cancellation

- a. Pickles or the Purchasing Entity may cancel, withdraw, suspend, decline to proceed with, or revise any Offer (whether or not accepted) or any Pre-Inspection Documents at any time before:
 - i. a binding contract of sale has been formed in accordance with clause 6.c; or
 - ii. Pickles has inspected and verified the Item and confirmed in writing that it will proceed with the consignment.

- b. If cancellation occurs after transport due to inaccurate disclosure by the Customer, the Customer may be liable to Pickles and/or the Purchasing Entity for associated costs.

11. Privacy and Communications

- a. Personal information will be collected, used and disclosed in accordance with Pickles' Privacy Policy.
- b. The Customer consents to receiving communications relating to:
 - i. the Customer's submission;
 - ii. Offers;
 - iii. related follow-up valuations; and
 - iv. service-related notifications.

12. Limitation of Liability

- a. To the extent permitted by law:
 - i. Pickles does not represent that any Offer reflects market value.
 - ii. The Customer is responsible for determining whether to accept an Offer.
 - iii. Pickles excludes liability for indirect or consequential loss.
- b. Nothing in these Terms excludes rights that cannot be excluded under the Australian Consumer Law.

13. Governing Law and Jurisdiction

- a. These Terms are governed by the laws of New South Wales, Australia.
- b. The Customer irrevocably submits to the exclusive jurisdiction of the courts of New South Wales.

14. Entire Agreement

- a. These Terms govern the Customer's use of the Self-Appraisal Tool and receipt of Offers.
- b. For a Purchase Offer, the sale documentation issued by the Purchasing Entity governs the completed transaction, after formation of the binding contract of sale.
- c. For a Consignment Offer, the Agency Agreement governs the consignment sale, subject to clause 14.d.
- d. To the extent of any inconsistency between these Terms and any Pre-Inspection Documents, these Terms prevail unless the later document expressly states that it overrides these Terms.