

Motor Vehicle Terms & Conditions

Auction License(s): AU0002022, AU0002508

1. General

- 1.1 These Terms and Conditions apply to a Motor Vehicle Auction in addition to the User Agreement.
- 1.2 To the extent of any inconsistency between these documents, the following order of precedence applies:
 - a. the User Agreement (if applicable); then
 - b. these Terms and Conditions.
- 1.3 Our privacy policy on the Site applies.
- 1.4 Capitalized terms are defined in clause 11. We may amend these Terms and Conditions from time to time by posting an updated version of them on the Site. The updated version will become effective one (1) month after being posted on the Site.
- 1.5 You must be 18 years or older to participate in a Motor Vehicle Auction.

2. Title

Each Motor Vehicle will have clear title as a part of the completed auction sale process. Bidders may find that when they review a vehicle history report (highly recommended) ("Vehicle History Report"), that in some cases the Motor Vehicle may have a security interest noted on the report. This security interest will ordinarily be released as soon as the Motor Vehicle sale process has been completed and monies for the Invoice Amount for that Motor Vehicle are cleared in our account.

3. Motor vehicle condition

- 3.1 Please refer to the individual lot description for a general description of the Motor Vehicle's condition. Lot descriptions ordinarily have images or photographs of the Motor Vehicle. Any descriptions, images or photographs we provide of the Motor Vehicle must be taken as a guide only. Please satisfy yourself as to the condition of the Motor Vehicle.
- 3.2 You acknowledge and agree that:
 - a. We do not test Motor Vehicles to check their condition. Any general description we provide of a Motor Vehicle's condition is based, at most, on an external walk-around of the Motor Vehicle, our visual inspection, and engine start up. We generally do not drive Motor Vehicles;
 - b. Motor Vehicles may have damage, mechanical issues and body blemishes which we have not sighted and which we have not listed in any lot description provided;
 - c. We recommend that a potential bidder conduct (either themselves or through a third party) a full inspection of the Motor Vehicle before bidding;
 - d. Any information we provide about a Motor Vehicle is generally information that we have obtained from the Seller;
 - e. If a Motor Vehicle is described as 'Used', the Motor Vehicle may have experienced moderate to heavy usage by a previous user;
 - f. We do not test Motor Vehicles to ensure that they function according to the manufacturer's specifications; and
 - g. Motor Vehicle accessories may vary from those originally supplied by the manufacturer.

4. Inspecting motor vehicles

- a. You may inspect Motor Vehicles offered for sale in person at a time we prescribe. Ordinarily, inspection times and dates are listed on the Site.
- b. You must not drive a Motor Vehicle offered for sale during an inspection. You may start the Motor Vehicle only if approved by Seller or Seller Agent.
- c. You must provide us with a valid driver's license in order to obtain keys to the Motor Vehicle during the inspection. We provide these keys to you solely for the purpose of starting the Motor Vehicle.
- d. If you drive a Motor Vehicle during an inspection we may demand the return of the keys and ask you to leave the premises.
- e. You must not excessively rev a Motor Vehicle during an inspection.

5. Picking up or arranging delivery of the motor vehicle

- 5.1 It is your responsibility to pick up or ship any Motor Vehicle purchased.
- 5.2 You are not permitted to take possession of a Motor Vehicle until we receive full payment of the Invoice Amount in cleared funds.
- 5.3 We may not release the purchased Motor Vehicle unless the person picking up or arranging shipping the Motor Vehicle provides us with:
 - a. a copy of any email from us or pick ticket which states the winning bidder at on online auction for a Motor Vehicle, an invoice from us for the Motor Vehicle, and/or the sale and lot numbers e.g. 0002-3410000 for the Motor Vehicle;

- b. the name and/or email address of the purchaser;
- c. a photocopy of the driver's license or other photo identification of the person collecting the Motor Vehicle;
- d. in circumstances where the person picking up or shipping the Motor Vehicle is not the purchaser of the Motor Vehicle, a signed note of authority from the purchaser; and
- e. in circumstances where a transport company is collecting the Motor Vehicle, the transport company's name, contact person and job number.

5.4 Vehicles may be picked by confirmed appointment from Monday to Friday, 8.30am to 4.00pm. Please attend the collection address we specify during this time and bring the documents and/or information listed at clause 5.3, above.

5.5 Subject to clause 5.6, Motor Vehicles must be collected within seven (7) business days of the date of purchase.

5.6 The time period prescribed by clause 5.5 for collecting a Motor Vehicle is extended:

- a. if you make alternative arrangements with us (to do this, please contact the Grays-EquipNet team at the site where your Motor Vehicle is located);
- b. if you reside in a different state from the state where the Motor Vehicle is located, in which case the time period may be extended, please confirm with the Grays-EquipNet team; or
- c. if you arrange for a third party to pick up or ship the Motor Vehicle, in which case the time period may be extended as confirmed by the Grays-EquipNet team.

6. Storage fees for failing to collect the motor vehicle

6.1 If the Motor Vehicle is not collected within the time period prescribed in clause 5.5 or, where applicable, clause 5.6, you must pay us storage fees.

6.2 Storage fees for Motor Vehicles are \$50 per day or \$250 per week.

6.3 Any storage fees due must be paid in full to us before the Motor Vehicle is released for collection.

6.4 Unless prior arrangements have been made with us, and subject to state legislation governing uncollected goods and motor vehicles, any Motor Vehicle not collected after a reasonable period may, after notice to you, be deemed abandoned and:

- a. sold on terms we consider reasonable, in which case we will refund the proceeds of sale to you less any Buyer's Premium or Flat Rate Per Unit, storage charges and reasonable administrative fees; or
- b. disposed of.

7. Warranty, cooling-off and registration

7.1 You acknowledge that when you purchase a Motor Vehicle by auction there is no cooling-off period.

7.2 You acknowledge that an inspection report or other descriptive report may be offered with any Motor Vehicle sold at auction and has been supplied by the Seller or an independent third party reporting company and we cannot and do not warrant or guarantee the correctness or accuracy of anything contained in or implied by any such reports. If any type of inspection or descriptive report is provided by Grays or EquipNet, it is provided solely as a convenience and for informational purposes only, and neither Grays nor EquipNet bears any responsibility for the accuracy, legality or content of such report.

7.3 A manufacturer's warranty may apply to some Motor Vehicles. We cannot be and are not responsible for the content of any manufacturer's warranty. Please contact the relevant manufacturer in relation to any warranty provided.

8. Registration

8.1 As registration and ownership requirements vary from state to state, you should familiarize yourself with the registration requirements of the state in which the Motor Vehicle will be registered.

8.2 You are responsible for any state or territory fees which are payable to effect the transfer of ownership of the Motor Vehicle to you (or your nominee), including any transfer fees, registration charges, stamp duty, number plate fees, and any late transfer surcharge or other duties.

8.3 You are responsible for arranging for the Motor Vehicle purchased to be registered in your name, or your nominee's name.

9. Written off vehicles

9.1 We may describe a Motor Vehicle as being listed as "Salvage". You may be able to obtain further details of a Motor Vehicle's status by purchasing a Vehicle History Report.

9.2 You are responsible for determining whether a Motor Vehicle can be registered based on its WOVR or Salvage status. You may be able to obtain information from your local state DMV in relation to this.

10. Site access rules

10.1 In addition to the terms of the User Agreement, any person inspecting a Motor Vehicle must comply with the following rules:

- a. any entry conditions listed at the site must be complied with;
- b. any inspection conditions listed at the site must be complied with;
- c. all persons entering the site must comply with any directions given by our staff, our representatives or the site controller;
- d. all persons entering the site must conduct themselves in a manner which does not endanger the health and safety of other persons on the site and which does not create a risk to health and safety to any other persons on the site;
- e. all persons entering the site must walk in designated walkways until the car park where general car park rules apply;
- f. no open toe shoes at the site;
- g. no animals allowed at the site;
- h. all children under the age of 15 must be accompanied by an adult and supervised at all times;
- i. no alcohol at the site; and
- j. smoking in designated areas only at the site.

10.2 If you are inspecting a Motor Vehicle, we may require you to wear personal protective equipment (PPE), in our discretion, having regard to the hazards and risks assessed as present on the site. You are required to wear any PPE we specify. PPE may include safety footwear, safety eyewear, hearing protection, and head Protection.

11. Definitions and interpretation

11.1 In this document, unless the context otherwise requires:

Buyer's Premium means a premium, being a percentage of the gross sale price of a Motor Vehicle, charged by us to the purchaser in accordance with the User Agreement or On The Floor Auction Terms;

Flat Rate Per Unit means a fixed fee, being a flat rate per unit, charged by us to the purchaser in accordance with the User Agreement or On The Floor Auction Terms;

Invoice Amount means the amount on the invoice we issue to you for the purchase of the Motor Vehicle which will include the purchase price and any other applicable fees and charges;

Motor Vehicle means a motor vehicle including, a car, motorbike, truck, trailer, van, ute, boat, caravan or motorhome;

Motor Vehicle Auction means an auction we hold (whether online and/or at physical premises) where a Motor Vehicle is offered for sale;

Seller means the owner of a Motor Vehicle being sold at auction.

Site means the Grays website including grays.com;

Terms and Conditions means these Motor Vehicle Auction Terms and Conditions;

User Agreement means the Grays User Agreement available on the Site;

Us/we/our means Grays (NSW) Pty Limited ABN 35 003 688 284 and our related entities;

11.2 In interpreting this document, unless the context otherwise requires:

- a. the singular includes its plural and vice versa;
- b. where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- c. a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
- d. a reference to a party to this agreement includes its successors and permitted assigns;
- e. a reference to any agreement (including this agreement) or document is to the agreement or document as amended, supplemented, novated or replaced from time to time;
- f. words such as including or for example do not limit the meaning of the words preceding them.