

TERMS AND CONDITIONS OF TENDER

I/We understand that all of the following terms are applicable to this tender:

1. Successful tenders will be notified by phone or email (notification date) and only successful tenderers will be notified.
2. Tenders will only be accepted if completed online via the official Turners Group NZ Limited tender catalogue found at www.turners.co.nz.
3. Highest, or any tender may not necessarily be accepted.
4. All offers submitted would be considered firm offers, which cannot be revoked.
5. Upon receiving from Turners Group NZ Limited notification of their acceptance of your Tender, the purchase price tendered shall be payable in one sum within 1 working day of said notification date by cash, bank cheque, direct credit, EFTPOS or Credit card. Credit card payments attract a 2% convenience fee in addition to the total amount payable.
6. If you are the successful tenderer and have acquired goods tendered for in trade, you agree that nothing in the Consumer Guarantees Act 1993 and sections 9 (Misleading and deceptive conduct generally), 12A (unsubstantiated representations), and 13 (False or misleading representations) of the Fair Trading Act 1986 applies in relation to the tender or sale of goods.
7. Possession of the equipment will be given to me/us upon completion by me/us of the full payment therefore. If full payment is not made within 1 working day of said notification date, the vendors may, at their sole discretion and without limiting any other right or remedy, immediately terminate the sale by tender to me/us and re-sell any or all of the items to any other person.
8. Collection, pick up or freight of purchased items must not be made until payment has been received by Turners Group NZ Limited.
9. Collection of purchased items must be made within 3 days of said notification date. Additional storage fees after this date will be the purchaser's responsibility and must be paid before items can be uplifted.
10. That I/we have made the offer contained therein reliant upon my/our judgment and not in reliance upon any representation by our or Turners Group NZ Limited officers or agents.
11. A Buyers Premium will be charged on all tendered items.
12. Part 3 of the Contract and Commercial Law Act 2017 is excluded and does not apply to this tender sale.