

TERMS AND CONDITIONS OF TENDER

For Damaged and End of Life Vehicles

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. The title to, the rights to and the interest in all those vehicles being tendered are being sold on a “no warranties” basis. Without limiting the foregoing, listings and descriptions of the items contained in this tender document and online at www.turners.co.nz are included solely for the convenience of potential purchasers and are not warranted to be complete or accurate and shall not form part of these terms of tender. Any warranties implied by statute or custom or otherwise are, to the greatest extent permitted by law, excluded.
5. All offers submitted would be considered firm offers, which cannot be revoked.
6. 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 2 working days of said notification date by direct credit, EFTPOS or Credit card. Credit card payments attract a 2% convenience fee in addition to the total amount payable. (Please note that we do not accept cheques. We will no longer be issuing cheques from the 31st of July 2021. Please also check with your banks as to when they will stop processing cheques as well.)
7. Possession of the vehicle will be given to me/us upon completion by me/us of the full payment therefore. If full payment is not made within 2 working days 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 Auctions Limited.
9. The collection of your purchased vehicle/s must be completed within 2 days of the notification date provided. Failure to do so will result in additional storage fees of \$15.00 + GST per day when the vehicle is located at a Turners branch. Please refer to the listing and buyer's invoice for any additional costs related to goods that are not located at a Turners branch. Any incurred storage fees will be the responsibility of the purchaser and must be settled before the items can be uplifted.
10. If tendered vehicles are stored at a 3rd party site around the country, Turners Group NZ Limited will not be held responsible for discrepancies between our description of the item and the condition / completeness of item at time of collection.
11. 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.
12. Standard Buyers Premium will be charged on all tendered items.

13. The Sale of Goods Act does not apply to this tender sale.
14. Due to the challenges faced with moving damaged vehicles, from time to time damage may occur when utilising forklifts. Whilst all care is taken, we cannot accept underbody or sill damage as a result of transporting vehicles within the yard and to and from transporters.
15. Due the difficulties in handling accident damaged vehicles, damage to vehicles inevitably occurs. Whilst every care is taken with moving vehicles by fork hoist we can accept no responsibility for damage caused by the forkhoist.