

## **TERMS AND CONDITIONS OF TENDER**

### **For Trucks & Machinery**

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](http://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 assets being tendered are being sold on a no warranties" basis. Without limiting the foregoing, listings and descriptions of the items contained online at [www.turners.co.nz](http://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 1 working day of said notification date by cash, 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 31<sup>st</sup> of July 2021. Please also check with your banks as to when they will stop processing cheques as well.)
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. Most items being tendered are stored on 3rd party sites around the country and as a result 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. A Buyers Premium will be charged on all tendered items, please refer to the Turners website for current pricing
13. The Sale of Goods Act does not apply to this tender sale.