

**DAVIDSON AUCTIONS PTY LTD**  
**TERMS & CONDITIONS OF SALE**

1. All intending buyers must register before bidding and produce proofs of identity and address. The auctioneer shall be judge of the sufficiency of such proofs.
2. A 16.5% buyers premium (GST inclusive) shall be payable on top of the hammer price.
3. All lots are sold on a GST inclusive basis where applicable. A listing of GST registered vendors will be provided upon request. Items identified by an asterisk are sold on behalf of a GST registered vendor.
4. Subject to any reserve price, the highest bidder shall be the buyer. The auctioneer reserves the right to not disclose the existence and/or amount of any such reserve. Further, the vendor shall have the right to bid by the auctioneer or by the vendor's agent.
5. The auctioneer reserves the right to accept or refuse any bid or bids without having to state any reasons therefore. Any bids accepted and relied upon by the auctioneer cannot be subsequently withdrawn by the bidder.
6. The auctioneer reserves the right to withdraw or re-offer any lot without giving any reason therefore. The auctioneer's decision shall be final.
7. When demanded by the auctioneer, a 25% deposit shall be payable by the buyer at the fall of the hammer.
8. The buyer shall be deemed to be the principal unless: (i), that person has disclosed upon registering that he or she is bidding on somebody else's behalf; and (ii), the auctioneer has agreed to and accepted proofs of such an arrangement.
9. All lots are open for inspection prior to sale and are sold with all faults if any. No error or misdescription shall invalidate the sale, and the buyer is bound to take delivery of the goods without allowance or reduction in price.
10. All goods are at the buyer's risk at the fall of the hammer. All due care shall be taken by the auctioneer and his employees but the auctioneer is not accountable for any damage or loss which may arise after the fall of the hammer.
11. Members of the public attend at their own risk. The auctioneer accepts no responsibility for any accident, loss or injury incurred before, during or after the sale.
12. Upon payment of an invoice goods may be delivered during the sale. All goods must be paid for and picked up on the day of the sale, or on the day following at or before a time to be specified by the auctioneer. Any goods not removed by the appointed time shall incur storage and handling fees at the auctioneer's discretion, and of not less than \$5 per lot per day.
13. All lots purchased by the buyer must be paid for before delivery is made of any one or more lots.
14. We accept cash, major credit cards & EFTPOS. Acceptance of personal and company cheques shall be entirely at the auctioneer's discretion, and by prior arrangement only. We reserve the right to withhold delivery of any lot or lots subject to clearance of moneys paid by the buyer.
15. Buyers must organise their own cartage and packing of the goods if required. No carrier may collect any goods prior to payment of the invoice in its entirety. The buyer is wholly responsible for any damage to property, or injury to persons incurred during the removal or handling of any lot or lots purchased, including any damage or injury caused by the buyer's agents or employees.
16. In the event of a forgery or fake being sold through our auction, contingent upon proofs to that affect being provided to Davidson Auctions and those proofs being acceptable to Davidson Auctions, the purchase price including buyers premium shall be refunded in full to the buyer. However, if the vendor has been paid by Davidson Auctions, the buyer agrees that Davidson Auctions shall not be liable to make good any loss, monetary or otherwise, that he/she has incurred and shall look to the vendor to make good any losses or expenses.
17. It is agreed that the buyer indemnifies the auctioneer against any claim or legal action arising out of any acts of negligence, omissions or misdescription by the auctioneer or his agents.
18. In the event of non-compliance with any of the above terms and conditions any moneys paid by the buyer shall be forfeit; and the goods may be resold through auction or by any other means without notification to, and at the expense of, the former buyer. The former buyer shall be liable to make good any loss or deficiency that may arise on such resale, including advertising and storage costs if applicable.
19. In these conditions, the word auctioneer means Davidson Auctions Pty Ltd; and where the context so permits, includes the person conducting the auction on behalf of Davidson Auctions Pty Ltd.