

Terms of Trade



1. Application

- 1.1. These Terms apply to all enquiries, listings, promotions, referrals, transactions and dealings involving Australian National Disposals No 2 Pty Ltd trading as Australian Frontline Machinery (**AFM**), including through the AFM website and any related platform.
- 1.2. These Terms apply to all users, clients, buyers, sellers and any person engaging with AFM in connection with Goods or Services (**User**).
- 1.3. These Terms operate in addition to any terms imposed by third-party auctioneers or platforms, which prevail to the extent of any inconsistency in relation to any auction or transaction conducted by that third party.

2. Definitions and Interpretation

2.1. In these Terms:

Auction means any auction, sale process or listing conducted by a third-party auctioneer.

Auctioneer means any third-party provider engaged to conduct auctions.

Goods means any equipment, assets, machinery or items advertised, promoted or referred by AFM.

Platform means the AFM website and any related systems or channels used to promote Goods or Services.

Services means all services provided by AFM, including marketing, promotion, referral, listing, coordination and related services.

User means any person accessing the Platform or engaging with AFM.

2.2. In these Terms:

- (a) a reference to a person includes a company, partnership or trust;
- (b) the singular includes the plural;
- (c) headings are for convenience only.

3. Platform role and services

- 3.1. AFM provides marketing, promotion, referral and coordination services in relation to Goods.
- 3.2. AFM is not an auctioneer and does not conduct auctions, accept bids, facilitate payment or act as agent for any buyer or seller in a transaction unless expressly agreed in writing.
- 3.3. All Auctions and transactions are conducted by the relevant Auctioneer and are subject solely to the terms and conditions of that Auctioneer.
- 3.4. AFM is not a party to any contract for the sale or purchase of Goods and has no responsibility for the completion, performance or enforcement of any transaction.
- 3.5. Any information, communication, listing, price indication or correspondence issued by AFM is an invitation to treat only and does not constitute an offer, acceptance or binding agreement.
- 3.6. No contract is formed with AFM in respect of any Goods unless expressly agreed in writing.
- 3.7. Nothing in these Terms creates any agency, partnership, joint venture or fiduciary relationship between AFM and any User, buyer, seller or Auctioneer.

4. Listings, information and enquiries

- 4.1. AFM may publish listings or information regarding Goods for promotional purposes.
- 4.2. All descriptions, specifications, images and information are provided for general information only and may be supplied by third parties.
- 4.3. AFM does not verify, warrant or guarantee the accuracy, completeness or suitability of any information.
- 4.4. Users must make their own enquiries, inspections and assessments of any Goods.
- 4.5. All Goods are offered on an "as is, where is" basis unless otherwise specified by the relevant Auctioneer or seller.
- 4.6. Without limiting any other provision of these Terms:

- (a) Vehicles are offered on an "as is, where is" basis, with all faults and defects (if any), and inspection before bidding or purchase is strongly recommended.
 - (b) Vehicle descriptions are intended only to identify the Goods offered for sale and must not be relied upon as a complete statement of condition, quality, history, suitability or fitness for purpose.
 - (c) Photographs and images forming part of a vehicle listing are included as part of the description of the Goods, however Users must make their own enquiries and undertake their own inspection and assessment.
 - (d) Odometer, hubometer and log book readings may not accurately reflect the actual distance travelled by a vehicle, including where components have been replaced, repaired, serviced or maintained. Users must not rely on any such reading when assessing the condition, value or suitability of a vehicle.
 - (e) Some vehicles may be sold without registration, roadworthy certification, safety certification or inspection approval and may be incomplete, damaged, unserviceable or non-operational.
 - (f) Users acknowledge that they bid for, purchase or otherwise deal with vehicles entirely at their own risk and must satisfy themselves as to all matters relevant to the vehicle before participating in any Auction or transaction.
 - (g) If a User is uncertain about any aspect of a vehicle listing, the User should seek independent advice, conduct further enquiries and refrain from bidding or proceeding with a transaction until satisfied.
- 4.7. Users warrant that all information provided to AFM is accurate, complete and not misleading, and AFM may rely on that information without verification.

5. Third-party auctions and transactions

- 5.1. Any participation in an Auction is subject to the Auctioneer's terms.
- 5.2. Users acknowledge that:
- (h) bidding, payment, settlement, collection and delivery are governed by the Auctioneer;
 - (i) AFM has no control over Auction processes or outcomes;
 - (j) AFM is not responsible for any actions or omissions of any Auctioneer, seller or buyer;
 - (k) AFM is not liable for any failure to complete a transaction.

6. Fees and charges

- 6.1. AFM may charge fees in connection with its Services where agreed in writing.
- 6.2. Unless otherwise stated:
- (a) all fees are exclusive of GST; and
 - (b) Users must pay all applicable charges imposed by third parties, including Auctioneers.
- 6.3. AFM does not receive or process payments for Goods unless expressly agreed.

7. No reliance and risk

- 7.1. Users rely on the Platform and any information at their own risk.
- 7.2. AFM is not responsible for:
- (a) the condition, quality or suitability of any Goods;
 - (b) any description or representation made by a third party;
 - (c) any loss arising from reliance on the Platform or any listing.
- 7.3. Users must undertake independent due diligence before participating in any Auction or transaction.

8. Use of Platform

- 8.1. Users must:
- (a) comply with all applicable laws;
 - (b) use the Platform only for lawful purposes; and
 - (c) not interfere with or disrupt the Platform.
- 8.2. Users must not:
- (a) misuse the Platform;

Terms of Trade



- (b) submit false or misleading information; or
- (c) attempt to gain unauthorised access to systems or data.

8.3. AFM may suspend or restrict access at any time where it considers a User has breached these Terms or poses a risk.

9. Liability

- 9.1. To the maximum extent permitted by law, AFM is not liable for any loss, damage, cost or expense arising out of or in connection with:
- (a) use of or access to the Platform;
 - (b) any listing or information;
 - (c) any Auction or transaction;
 - (d) any third-party service or website;
 - (e) any delay, interruption or unavailability.
- 9.2. AFM is not liable for any indirect, consequential or economic loss, including loss of profit, opportunity or business.
- 9.3. Where liability cannot be excluded, it is limited to the re-supply of Services or the cost of doing so.
- 9.4. To the maximum extent permitted by law, AFM's total aggregate liability arising out of or in connection with these Terms, the Platform or any Services is limited to the amount (if any) paid by the User to AFM for those Services.

10. Indemnity

- 10.1. Users indemnify AFM against all claims, losses, damages, costs and expenses arising out of or in connection with:
- (a) breach of these Terms;
 - (b) misuse of the Platform;
 - (c) reliance on inaccurate information provided by the User; or
 - (d) participation in any Auction or transaction.

11. Third-party providers

- 11.1. AFM may engage third-party service providers in connection with the Platform.
- 11.2. AFM makes no representation regarding the performance or reliability of any third-party provider and accepts no liability for their acts or omissions.

12. Variation

- 12.1. AFM may vary these Terms at any time.
- 12.2. Updated Terms apply from the date they are published.
- 12.3. Continued use of the Platform constitutes acceptance of any variation.

13. Termination

- 13.1. AFM may suspend or terminate access to the Platform at any time without notice.
- 13.2. Termination does not affect any accrued rights or liabilities.

14. Governing law

- 14.1. These Terms are governed by the laws of New South Wales, Australia.
- 14.2. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

15. General

- 15.1. If any provision is invalid or unenforceable, it will be severed and the remaining provisions continue in full force.
- 15.2. These Terms operate in conjunction with AFM's Terms of Use and P