



Up For Bids

**User Agreement
Terms & Conditions
September 2025**

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1.Introduction

1.1. Operation of User Agreement

Introduction and Ownership: This document outlines the Terms and Conditions of the User Agreement for Up For Bids (referred to as 'we,' 'us,' 'our,' or 'Up For Bids').

Authority for Legal Entities: If you are utilising the Up For Bids Platform on behalf of a company or another legally recognized entity, you must confirm that you possess the necessary authority and will maintain it to act on behalf of that entity. The legal entity is responsible for ensuring that anyone representing it or using its access credentials complies with this User Agreement.

Definition of "User": In this User Agreement, 'you' and 'user' refer to the individual using the Up For Bids Platform. If you are representing a legal entity, these terms also encompass that entity and anyone acting on its behalf or using its access credentials.

Specific Terms for Sales: Please be aware that specific terms and conditions may be applicable to certain sales. Specific Terms will be clearly outlined in the respective listing or sale.

The Roles and Services of Up For Bids: Up For Bids provides a platform facilitating users to list, purchase, and sell livestock, machinery, and other items. Up For Bids does not own the items listed for sale on the Platform and does not engage in the buying or selling of any items.

Contractual Relationships: All sales on the Up For Bids Platform are conducted by Selling Agents on behalf of Sellers (Vendors). When a purchase is made on our platform, the Buyer is entering into a direct contract with the Seller for the item. Up For Bids is not a party to this contract and is not responsible for ensuring its compliance.

1.2. Variations to the User Agreement

Variation of User Agreement: Up For Bids may vary or replace the User Agreement, in its sole discretion, by notification by Up For Bids, or in any other manner deemed appropriate by Up For Bids. Up For Bids will provide a minimum of 30 days' notice to any significant variation to or replacement of its User Agreement. All Users using Up For Bids after the variation or replacement of the User Agreement becomes effective will be bound by the new agreement. Variations or updates to the User Agreement will not apply to any Listing which is current at the effective date of the variation or replacement. The User Agreement in place at the time of the listing published on the site will continue to apply to that Listing.

2.0 Registration with Up For Bids

2.1. Account Creation

Account Creation and Agreement: By creating an account on the Up For Bids Platform as a Buyer, Seller, Appraiser, Agent, or in any other capacity, you are required to carefully read and accept all the terms outlined in and linked to this User Agreement.

Approval Discretion: Up For Bids may at its absolute discretion accept or reject an application to be a User. Up For Bids may also at any time and with immediate effect and without notice:

- a) Suspend or cancel a User's access to Up For Bids.
- b) Impose conditions on a User's use of Up For Bids.
- c) Block any user from using Up For Bids;
- d) Take any other action deemed necessary by Up For Bids.

Identity Verification: As part of the registration process for an account with Up For Bids, users are required to confirm their identity. Users may be contacted to provide further information to confirm their identity.

User Registration Requirements: Users registering an account with Up For Bids must:

- a) Complete all mandatory registration requirements as detailed by Up For Bids in the registration process.
- b) Be a minimum of 18 years of age.
- c) Must not be bankrupt or insolvent
- d) Must agree to the Terms and Conditions and User Agreement.

Agent & Assessor Requirements: Applicants seeking to become an Agent and Assessor Up For Bids must:

- a) Possess the necessary qualifications, licenses, authorisations and consents to legally act as agents for buyers and sellers on the platform.
- b) Assessors must have passed the Up For Bids Assessor accreditation program, or demonstrate equivalent qualifications.
- c) Additional expertise and industry experience for approval of an assessor role Up For Bids must be demonstrated, including holding industry recognised accreditation.

2.2. Warranties

Legal Capacity: As an Up For Bids User, you affirm that you possess the legal capacity to enter into this User Agreement and commit to utilising the Up For Bids Platform solely for lawful and legitimate purposes.

Accuracy of Information: All information provided to Up For Bids by the User is truthful, precise and complete.

Agent Authority: A User operating as an Agent or Assessor on the platform must assert that they hold the necessary authority to represent and act on behalf of the Vendor or Buyer.

Legal Requirements Compliance: You currently possess and will continue to maintain all essential authorisations, licences, and consents mandated by law to carry out your activities in connection with this User Agreement.

Good Faith Usage: You commit to using the Up For Bids Platform in good faith and in strict accordance with the terms outlined in this User Agreement.

2.3. Account Warranties

Updated Account Details: You are responsible for maintaining accurate and up to date details on your Up For Bids Account. Up For Bids is not liable for issues arising from outdated or incorrect details entered onto a User account.

Account Credentials Protection: Users must Safeguard their Up For Bids Account by maintaining the confidentiality of their username and password. Ensure that no unauthorised individuals can access your computer or mobile device using this information. The User is accountable for all activities on their account, even if utilised by someone else to place bids.

Report Unauthorised Use Promptly: In the event of detecting any unauthorised use of your Up For Bids Account, please promptly notify Up For Bids.

2.4. Account Deactivation

Account Closure: Users retain the ability to close their Up For Bids Account at their sole discretion by reaching out to Up For Bids and submitting a request.

Account Suspension or Termination: Up For Bids maintains the authority to temporarily or permanently suspend any User Account Up For Bids.

Deactivation due to Non-Responsiveness: In instances where Up For Bids has undertaken multiple reasonable efforts to communicate with you regarding your Up For Bids usage, and you have not responded adequately, Up For Bids may find it necessary to deactivate your account.

3. Your Use of the Up For Bids Platform

3.1. Your Rights

Grant of Licence: You are hereby granted a personal, non-transferable, and non-exclusive licence to access and utilise the features of the Up For Bids Platform via your Up For Bids account.

Feature Capabilities: The features provided enable you to:

- a) Review Listings and auction results.
- b) Explore databases of Agents and Assessors.
- c) Generate Listings and upload Assessments.
- d) Submit bids or offers on Lots.
- e) Engage in the buying and selling of Livestock, Machinery, and other items.
- f) **User-Specific Features:** Certain functionalities are restricted to specific user categories. For instance, the capability to place bids is exclusively reserved for approved Buyers.

Compliance with Laws: You must comply with all applicable laws and regulations governing your use of the Up For Bids Platform and your activities therein, including those relating to the role of agent or auctioneer. Non-compliance may result in suspension or termination of your access to the Platform.

3.2. Prohibited Activities

Adherence to User Agreement: Users must comply with the terms and conditions set forth in this User Agreement. The following activities are strictly prohibited while using the Up For Bids Platform:

- a) **Unauthorised Bidding:** Users are prohibited from using their Up For Bids Account to place bids or make offers on behalf of any third party unless expressly authorised by the provisions contained in clause 7.3.

- b) **Ownership of Listings:** Only items that are genuinely owned or for which the user has explicit authorisation may be listed for sale on the platform.
- c) **No Self-Bidding:** Engaging in bidding for one's own items or on behalf of the item's owner, particularly by the selling agent, is strictly prohibited.
- d) **Respectful Communication:** Users must maintain a respectful tone when posting reviews or sharing User Data and must refrain from including harmful, prejudiced, or inappropriate content.
- e) **Access Sharing:** Sharing access to the platform with others or attempting to sell such access is strictly prohibited.
- f) **Fair Competition:** Any activities that undermine fair competition, including collusion with others, are strictly prohibited.
- g) **Honesty and Legality:** All user interactions must be conducted honestly, and users must not engage in misleading, deceptive, or illegal activities.
- h) **Accuracy in Uploads:** Users must ensure that all uploads to the Up For Bids Platform, including assessments and photographs for listings, are accurate and complete.
- i) **Unauthorised Account Access:** Interfering with other users' accounts is strictly prohibited.
- j) **Unauthorised Use and Profit:** Copying or profiting from any part of the Up For Bids Platform without explicit written permission is strictly prohibited.
- k) **Avoiding Harm to the Platform:** Users must not use the Platform in a manner that could disrupt its functionality, including the dissemination of viruses or malicious code. Users are also prohibited from posting inappropriate, defamatory, or discriminatory content.
- l) **Consequences for Violations:** Participation in any of the aforementioned prohibited activities may result in liability for any losses incurred by Up For Bids.
- m) **Seller-Agent Relationship:** Users are expressly prohibited from persuading a

vendor to terminate their selling agent during the sole agency period.

4. Data & Content Up For Bids

4.1. User Uploaded Data

Your Content, Your Ownership: All contributions made by users to the Up For Bids Platform, including but not limited to information, descriptions, images, videos, reviews, and any other content (hereinafter referred to as "User Data"), shall be deemed the exclusive property of the respective user.

4.2 Using Your Data

Your Grant of Licence: By using the Up For Bids Platform, you grant Up For Bids an ongoing, unlimited, transferable, non-exclusive, royalty-free licence (with the right to sublicense) to use, modify, reproduce, store, transmit, and display your User Data for the following purposes:

- a) **Platform Operations:** To fulfil obligations and enforce rights as outlined in this User Agreement and to facilitate your use of the Up For Bids Platform.
- b) **Transaction Information:** To share relevant information, including Purchase Price, related to transactions conducted on the Up For Bids Platform.
- c) **Data Aggregation and Derivatives:** To anonymise or combine your User Data with Up For Bids Content or data from other users to create aggregated content or derivative materials while preserving your ownership rights.
- d) **Platform Enhancement and Product Development:** To improve the Platform and associated services and to develop new products and services.
- e) **Personalised Promotions:** To provide you with products and services tailored to your perceived interests.

4.3 User Agreement Requirements

Accuracy and Integrity of User Data: You are responsible for ensuring that all User Data you contribute is accurate, truthful, and complete.

Legal Compliance and Rights: You warrant that your User Data does not contravene any applicable laws, including privacy regulations, nor does it infringe upon the rights of any third parties, including Intellectual Property Rights.

4.4 Content Disclaimer and Liability Limitations

No Guarantees on Content: You acknowledge and agree that Up For Bids cannot guarantee the completeness, accuracy, reliability, or timeliness of Assessments, Listings, or any other content available on the Up For Bids Platform.

General Information: All information, data, and content presented on the Up For Bids Platform are for general informational purposes only and should not be regarded as a substitute for professional advice or valuations.

User and Third-Party Content: Any data, information, or content obtained from users or third parties on the Platform is accessed at your own risk. To the fullest extent permitted by law, Up For Bids disclaims any liability for any harm or loss arising from such content.

Liability Disclaimer: To the maximum extent permitted by law, Up For Bids disclaims all liability for any losses or damages that may arise from your reliance on content provided by users or third parties through the Up For Bids Platform.

5. Fees

5.1 Listing Fees

Obligation to Pay Fees: To enlist a Lot for sale on the Up For Bids Platform as a Selling Agent you are required to pay the applicable Listing Fees.

Standard Fee Calculation: In the absence of a specific written agreement with Up For Bids regarding Listing Fees, the Listing Fees will be displayed on the Up For Bids Platform at the time of the Lot listing.

Invoice Issuance Timing:

- a) For Auctions, Buy Now, and Request to Buy Listings, Up For Bids may issue an invoice for the relevant Listing Fees upon the initial publication of the Lot.
- b) For Feature sales and Machinery Listings, an invoice for Listing Fees from Up For Bids may be issued when the Auction for the Listing has closed.

Invoice Recipient: The invoice for Listing Fees will be sent to the Selling Agent.

Payment Window: All invoices must be paid within 7 days from the date of the invoice.

Non-Refundability of Listing Fees: Listing Fees are non-refundable, regardless of whether your Lot remains unsold or if the sale is unsuccessful.

Buyer Rejection or Refund: In cases where a buyer has a legitimate basis to reject the Lot or request a refund under our User Agreement or applicable law, Listing Fees will not be refunded.

5.2 GST

GST: Unless expressly stated otherwise, all Fees payable to Up For Bids are exclusive of GST. GST will be charged in addition to the specified Fees.

5.2 Late Payments and Interest

Payment Deadline: If a user fails to remit the overdue amount within 5 Business Days following receipt of our notification, Up For Bids reserves the right to suspend their Up For Bids Account until the full outstanding amount, including any accrued interest, is paid.

Interest Charges: Interest may be charged on the outstanding fees at the cash rate set by the Reserve Bank of Australia per annum, compounded monthly.

Costs Responsibility: The user is responsible for covering Up For Bids reasonable costs incurred in the recovery and enforcement of the debt, which may include legal fees.

6. Listing and Selling Lots Up For Bids

6.1. General Requirements

Listing Conditions: By listing an item on the Up For Bids Platform, you agree to comply with Up For Bids regulations and this User Agreement.

Eligibility for Listing: Only Registered and Approved Selling Agents may list Lots for sale on the Up For Bids Platform.

Listing Process: When listing a Lot, the Agent must specify a Start and Reserve Price. A Buy Now price may also be set, which can be above, below, or equal to the reserve price.

Providing Information: Provide all necessary details and documents as instructed, including:

- a) **Lot Description:** A comprehensive description by the assessor.
- b) **Delivery Information:** Details about delivery and the designated delivery agent. All Lots must have a nominated delivery agent.
- c) **Motor Vehicles:** If selling a motor vehicle at auction, provide a current inspection report as required by law.
- d) **Terms and Conditions:** Include Vendor and Selling Agent Terms and Conditions, if applicable.

6.2 Vendor Listing Requirements

Vendor Responsibilities: By listing stock with Up For Bids, you confirm:

- a) **Legal Ownership and Clear Title:** You own the Lot, free of encumbrances, or will by the time of the Contract of Sale.
- b) **Right to Sell:** You have the right to sell, deliver, and transfer ownership in accordance with the User Agreement.

- c) **Accuracy of Information:** Information provided in the listing is accurate and complete; the Selling Agent is responsible for its content.
- d) **Information Sharing:** All relevant information and documents must be shared.
- e) **Review:** Regularly check your Listing for accuracy and notify Up For Bids and your Agent of any discrepancies.

Livestock Conditions: Do not list or deliver livestock that are lame, blind, or diseased without disclosure. All livestock must comply with Land Transport Standards and MLA Fit to Load Guidelines.

6.3 Agent and Vendor Representation

Vendor Representation: It is presumed you represent yourself as the Vendor unless:

- a) **Written Authorization:** You have written consent from the Vendor.
- b) **Clear Disclosure:** You have disclosed representation of the Vendor on the Platform.

6.4 Up For Bids's Role

Legal Compliance: Up For Bids is not responsible for ensuring legal compliance. Users must ensure compliance with legal regulations in their Lot Listings and associated activities.

Listing Approval: All Listings require approval from Up For Bids. The Selling Agent or Vendor will be notified of any Non-Publication.

Reasons for Non-Publication: Up For Bids may refuse to publish a Listing if:

- It violates the User Agreement.
- There is a dispute over ownership.
- There is an assessment error.
- The assessment details are incomplete or incorrect.
- Fraud or misconduct is involved.
- Any issue could harm a Buyer.

Refund Policy: Refunds will be provided unless non-publication is due to non-compliance with the

User Agreement. An opportunity to rectify issues will be offered.

6.5 Assessment

Accurate Trait Entry: All assessment fields must be accurately completed. Both Vendor and Assessor must sign the Assessment, which can be done digitally.

Listing Modification Requests: Up For Bids will make reasonable efforts to accommodate modification requests but is not liable for losses due to untimely or insufficient requests.

6.6 Withdrawal of Lots

Up For Bids's Authority: Up For Bids may remove any Lot if:

- a. It violates the User Agreement.
- b. There is an ownership dispute.
- c. There is an assessment error.
- d. Fraud or misconduct is involved.
- e. Any issue may harm a Buyer.

Refund for Removal: If Up For Bids removes a Lot for reasons not attributable to the Selling Agent or Vendor, all Listing Fees will be refunded.

No Refund for Voluntary Withdrawal: If a Vendor or Selling Agent withdraws a Lot voluntarily after publication, no Listing Fees will be refunded, except if termination is due to Up For Bids's breach.

6.7 Requirement to Sell to Highest Bidder

If a valid bid meets or exceeds the reserve price, both the Vendor and Selling Agent commit to selling the Lot to the highest Bidder, including when the Buy Now price is met.

6.8 Passed In Lots

Lot "Passed In": If the highest bid does not meet the reserve price, the Lot is deemed "passed in."

Right of First Refusal: If a Lot is passed in: a) the highest bidder will be given the right to purchase the Lot at the reserve price within 60 minutes of notification by Up For Bids; and

b) if that bidder exercises that right the Lot is deemed to be sold at Auction at that price.

No Exercise of Right of First Refusal: If a Lot remains unsold at Auction and the highest bidder does not elect to purchase the Lot at the Reserve Price within 60 minutes following the conclusion of the sale, the Selling Agent may negotiate the sale of the Lot with the highest bidder and underbidders at their sole discretion.

Up For Bids Users consent to the disclosure of their contact details to the Selling Agent solely for the purposes of this clause. The Selling Agent must not use such information for any other purpose without obtaining the User's explicit consent.

In the event that a sale is negotiated with an unsuccessful bidder, the Selling Agent must update their sale results on the Platform or provide Up For Bids with written confirmation of the sale, including details of the Lot, sale price, and any special arrangements. Such a sale will be governed by the Contract of Sale, provided that the agreement is reached within 48 hours of the Lot being passed in.

Actions for "Passed In" Lot: Up For Bids may inform the highest Bidder that the Lot has been "passed in" and notify all bidders that the item did not meet the reserve price.

Details for Post-sale Negotiations: Details of the highest bidder and underbidders are available to the Selling Agent throughout the auction. These details will be shared with the selling Agent strictly for the purpose of post-sale negotiations.

Final Sale Price Reporting: The Selling Agent must report the final sale price to Up For Bids, regardless of how it is determined.

7. Bids and Buy Now

7.1 Making a Bid, Buy Now and make an offer

Bidding and Making Offers: When placing a bid, making an offer, or using the Buy Now option, the intention is to purchase the Lot at the bid, offer, or Buy Now price, in accordance with the terms of the Contract of Sale.

Pre-Bidding Considerations: Before bidding or making an offer, you must:

- **Review Listing Details:** Thoroughly read all Listing details and associated images.
- **Understand the Contract of Sale:** Ensure comprehension of the Contract of Sale and your obligations under it.
- **Legal Capacity for Delivery:** Confirm your legal ability to take delivery of the Lot.
- **Physical Inspection:** Where possible, inspect the Lot in person prior to bidding or making an offer.
- **Contact Selling Agent:** If you have questions regarding the Contract of Sale, contact the Selling Agent before placing a bid or offer.
- **Note Sale Type:** Be aware whether the sale is a standard sale or a paddock sale. For paddock sales, registered bidders must contact the Selling Agent before bidding to confirm their mutual understanding and agreement to the Terms of Sale specified in the assessment.
- **Bid Increment Requirement:** Bids must increase by the predefined increments set on the Up For Bids Platform, as determined by the Selling Agent.

Max Bid Disclaimer: The use of the Max Bid feature does not guarantee that you will be the

highest successful Bidder, even if the Lot sells at a price equal to your Max Bid.

Listing Specification: Ensure that bids or offers are submitted in the format and unit type specified in the Listing, such as price per head or cents/dollars per kilogram.

Make an Offer: Offers can only be made before the auction starts. All offers are binding if accepted, but the Selling Agent is under no obligation to accept them. An offer is only valid once confirmed in writing or electronically by the Selling Agent.

Payment for Highest Bidder in Auction: If you are the highest Bidder and your bid meets or exceeds the reserve price, payment of the Purchase Price and any applicable fees must be made in accordance with the Contract of Sale.

7.2 Collusive Practices

Collusion Warning: Engaging in collusive activities or encouraging others to do so may violate the Property and Stock Agents Act 2002.

Collusive Activities: Such activities include:

- a) Refraining from Bidding: Avoiding participation in bidding.
- b) Hindering Fair Competition: Taking actions that obstruct fair and open competition.

Penalties: Individuals found guilty of collusive practices may face substantial penalties.

7.3 Bids by Agents or Vendors on Their Own Lots

Bidding by Agents or Vendors: When Agents or Vendors submit a bid or offer for a Lot, it is presumed they are acting on their own behalf, thus becoming the Buyer under the Contract of Sale.

Exception with Written Authorization: This presumption may be rebutted if they are acting as an Agent for a Buyer and possess written authorization from the Buyer to place the bid or make the offer.

Authorization Requirement: In such cases, a copy of the written authorization must be provided to Up For Bids.

7.3 Withdrawing Lots

Bid Withdrawal: Once a bid is recorded on the Up For Bids Platform, it generally cannot be withdrawn.

Exceptions for Bid Withdrawal: Specific situations allowed under this User Agreement permit bid withdrawal, subject to the following conditions:

- **Selling Agent's Approval:** The Selling Agent must approve the withdrawal of the bid and the resetting of the Lot.

Bidder's Responsibility: If the Lot is not reset as agreed, the Bidder remains responsible for their bid.

7.4 Bidding Disputes

Resolution of Bidding Disputes: In the event of a dispute concerning the bidding process in an Auction, the final and binding decision lies with the Selling Agent.

Record from Up For Bids: Upon request, Up For Bids will provide the Selling Agent with a record from the Platform logging the relevant bids, including details of the Buyer, timing, and associated information.

Auctioneer's Guidance: The Selling Agent, acting as the auctioneer, should adhere to this record unless proven inaccurate.

7.5 Buyer Default

Buyer's Options for Withdrawal: Should a Buyer wish to withdraw from a Sale Contract, the Selling Agent may:

- a) **Enforce the Sale Contract:** Opt to enforce the Sale Contract against the Buyer.
- b) **Resell the Lot:** Attempt to resell the Lot. In such instances:

Buyer's Expense: The Buyer is liable for any expenses incurred by the Vendor during the

resale process, including any applicable listing fees for relisting the Lot Up For Bids. The Buyer must pay the Vendor the difference between their bid price and the Purchase Price obtained from the resale.

Failure to Resell: If the Lot is not successfully resold within 48 hours of the Auction closing (for Buy Now) or within an extended period specified by the Selling Agent, the Buyer remains obligated to pay the Vendor the Purchase Price and must fulfil the terms of the Sale Contract.

8. Agents And Assessors

8.1 Agent Responsibilities

In addition to the standard responsibilities outlined in this User Agreement, the following key points must be observed:

- a) Ensure compliance with all required licences, permissions, and approvals mandated by the law.
- b) Periodically undergo evaluations of authorization to use the Platform as an Agent by Up For Bids. Additional training, if needed, is at the Agent's expense to maintain status on the Platform.
- c) Disclose any financial interest, other than direct commission from the represented Vendor, in a lot listed on the Platform.
- d) Communicate any potential Conflict of Interest to the Vendor prior to agreeing to list a Lot, including this disclosure in the Listing.
- e) Take personal responsibility for prohibited actions on the Platform, regardless of direction by a Vendor or Buyer.
- f) Engage Assessors and Delivery Agents as necessary and manage payment for their services.

Every Agent guarantees that:

- a) They provide the Vendor or Buyer with a copy of this User Agreement before listing a Lot on the Up For Bids Platform or bidding/making an offer.
- b) Ensure that all actions performed on behalf of a Vendor or Buyer on the Up For Bids Platform fall within the authority of the respective Vendor or Buyer.

8.2 Assessor Responsibilities

Licensing and Permissions: Ensure compliance with all requisite licences and permissions as mandated by the law.

Conflict of Interest: Disclose any financial interest in an animal being assessed or any other conflicts of interest during the assessment.

Handling Complaints: Address customer complaints professionally and report them in writing to Up For Bids.

Assessor Liability: Except as stipulated in clause 13 (4), the Assessor is obligated to protect, defend, and indemnify Up For Bids from any claims or associated costs arising from false, incomplete, inaccurate, or misleading assessments.

Change in Terms for Assessors: Up For Bids may introduce additional Terms and Conditions for Assessors with a minimum notice period of 30 days.

Existing Assessment Exemption: Changes in terms will not apply to activities related to Lots listed by existing Assessors before the implementation of new terms.

Immediate Implementation for Preventing Harm: In instances where immediate action is necessary to prevent harm resulting from an Assessor's breach of this User Agreement or poor performance, Up For Bids may provide less than 30 days' notice for the implementation of new terms, applicable to future activities related to Lots listed before the terms take effect.

8.3 Insurance Requirements

Insurance Understanding: Agents and Assessors must comprehend the insurance requirements outlined in this User Agreement and maintain this understanding for a period of six years thereafter.

Professional Indemnity Insurance Agents and Assessors are required to maintain professional indemnity insurance with a minimum coverage of

\$5 million per annum. This insurance must cover legal liabilities arising from errors or negligence in the performance of professional duties.

If Up For Bids indicates that professional indemnity insurance is not necessary, Agents and Assessors must instead maintain public liability insurance with a minimum coverage of \$5 million per annum.

Compliance with Legal Requirements: Agents and Assessors must procure any other insurances that are legally mandated or typically held by a qualified Assessor or Agent.

Submission of Proof: It is the responsibility of Agents and Assessors to provide Up For Bids with copies of proof of the insurance policies specified in this clause within 14 days of a request from Up For Bids. This proof must be obtained from their insurance broker and supported by the insurer.

9. Additional Livestock Responsibilities

9.1 Animal Welfare

Responsibilities for Animals in Your Care: When entrusted with animals, it is essential to prioritise their welfare by:

- a) **Adherence to Welfare Standards:** Ensure all animals are treated and handled in accordance with the Australian Animal Welfare Standards and Guidelines. The current version of these standards is available at www.animalwelfarestandards.net.au.
- b) **Compliance with Regulations:** Comply with all relevant laws and regulations regarding the treatment, handling, movement, and processing of animals. This includes the mandatory reporting of any exhibited illnesses.

9.2 NLIS & Tagging of Livestock

Compliance with Livestock Traceability: All system users must adhere to regulations

concerning livestock traceability, particularly during relocation.

Responsibilities of Livestock Buyers: As a purchaser of livestock, you are responsible for ensuring the accurate transfer of livestock onto your Property Identification Code (PIC) in the National Livestock Identification System (NLIS) databases. If the seller or their authorised representative assumes this responsibility and confirms their commitment to complete the transfer post-sale, they will manage this process on your behalf.

Tagging: All Lots comprising livestock must be tagged in accordance with legal requirements. It is the responsibility of the Selling Agent to ensure that all stock listed are compliant to state and national regulations.

10. Formation of Contract of Sale

10.1 When is the Contract of Sale Formed

A contract of sale is established under the following circumstances:

- a) **Auction Sale or Paddock Sale:** In the case of an auction, a contract is formed when the Lot is successfully sold during the auction.
- b) **Buy Now Purchase:** For a Lot acquired via the Buy Now functionality, a contract is formed upon the successful completion of the online "Buy Now" process on the Up For Bids Platform.
- c) **Display Price Listing Agreement:** For Display Price Listings, a contract is formed when the Selling Agent and Buyer mutually agree on the sale of the Lot outside the Up For Bids Platform.

10.2 Contract of Sale

The contract of sale consists of the following components:

- a) **Legal Compliance Terms;**
- b) **Schedule 1:** Standard Terms of Sale;

- c) **Vendor Terms and Conditions**, as specified in the Listing; and
- d) **Selling Agent Terms and Conditions**, as specified in the Listing.

In the event of any discrepancies or conflicts among these documents, the document listed first shall take precedence to the extent necessary to resolve the conflict.

11. Intellectual Property Rights & Confidentiality

11.1 Intellectual Property Rights

Ownership and Protection: The content available on the Up For Bids Platform is the proprietary property of Up For Bids and its licensors, protected by intellectual property laws.

Limited Use: You may only use or copy this content in accordance with the provisions of this User Agreement or with express written consent from Up For Bids.

User Licence: Access and Use: Up For Bids grants you a personal, non-transferable, and non-exclusive licence to access and use the content on the Up For Bids Platform in accordance with the terms specified in this User Agreement.

Restrictions: In addition to other provisions of this User Agreement, you are prohibited from:

- a) Copying, adapting, or reproducing content, except as necessary to access and use the Up For Bids Platform.
- b) Storing, modifying, or reverse engineering any part of the Up For Bids Platform.
- c) Distributing, printing, uploading, displaying, or performing content from the Up For Bids Platform.
- d) Removing credits or attributions from content.
- e) Publishing content on another website.
- f) Creating derivative works from the Up For Bids Platform.
- g) Commercialising information or content without prior written consent from Up For Bids.

11.2 Confidentiality and Privacy

Confidentiality: You acknowledge that information related to the operation of the Up For Bids Platform and its associated intellectual property rights is confidential, excluding information that is publicly available (hereinafter referred to as "Up For Bids Confidential Information").

Use of Confidential Information: You agree to keep this information confidential and to use it solely as necessary to operate the Up For Bids Platform in accordance with the terms of this User Agreement.

Collection and Use of Personal Information: Up For Bids will collect and use your personal information as outlined in its privacy policy, which is available on the website.

Disclosure to Government Agencies: You authorise Up For Bids to disclose your information, including personal data, to government agencies upon request.

Disclosure in Cases of Suspected Unlawful Activities: Up For Bids may also disclose such information to law enforcement or government agencies in cases of suspected unlawful activities or misconduct related to your use of the Up For Bids Platform, including instances of fraud or violations of animal welfare laws.

12. Disclaimers

12.1 General Disclaimers

Platform Reliability: The Platform may occasionally encounter minor functionality issues and may be temporarily unavailable for scheduled or emergency maintenance. While Up For Bids strives to minimise interruptions, such occurrences may happen.

No Assurances: No Guarantees or Endorsements: Up For Bids does not provide any guarantees or endorsements regarding:

- a) The presence, quality, condition, safety, or legality of any Listings or Lots advertised.
- b) The accuracy, completeness, or truthfulness of information submitted by any party other than Up For Bids (including Vendors, Buyers, Assessors, and Agents).
- c) The ability of a Vendor to sell a Lot or a Buyer to pay for a Lot.

Credit and Integrity: Up For Bids does not guarantee the integrity or creditworthiness of users (including Vendors, Agents, Assessors, Bidders, or Buyers) and does not conduct credit assessments of potential Buyers.

Exclusion of Warranties: Both you and Up For Bids exclude all implied or statutory conditions, representations, warranties, and guarantees, subject to clause 13.2.

User Feedback: Up For Bids does not endorse or validate user viewpoints, suggestions, or guidance provided through the feedback mechanism on the Up For Bids Platform and disclaims any liability associated with such reviews or user feedback.

13. Liability and Indemnity

13.1 General Liability

(a) User Responsibilities

I. Responsibility for Third Parties: Any actions or omissions by an Agent, Assessor, or any other third party that you engage or communicate with in relation to the Platform, including any obligations arising from a Contract of Sale between you and another user, shall be your sole responsibility.

(b) Platform Performance and Liability

I. Platform Issues: Instances such as bids or offers not being processed due to technical issues, legitimate security measures, or actions related to legal obligations or court orders are covered, provided such issues do not result from Up For Bids's unlawful conduct.

II. Exclusion of Liability: Subject to clause 4, you exclude any and all liability of Up For Bids for Consequential Loss, regardless of the manner in which such loss arises, including negligence.

(c) Liability Cap

I. Maximum Liability: Up For Bids's liability for any loss or damage incurred by you while using the Up For Bids Platform or in relation to this User Agreement, regardless of how it arises, is capped at the higher of the following:

- o The cost of re-providing the service or the equivalent service.
- o The Fees paid to Up For Bids during the 12 months preceding the incident or connected series of incidents that gave rise to the Claim.

(d) Exceptions to Clauses 13.1 (a), (b), and (c)

I. Consumer Guarantee and Payment

Obligations: Clauses 13.1 (a), (b), and (c) do not apply to:

- Our liability for losses arising from our failure to comply with any consumer guarantees as outlined in the Australian Consumer Law.
- Your obligations to us for unpaid Fees, explicit payment obligations, costs, expenses, or any other sums under an indemnity.
- To the extent that they would result in a violation of Law or render the relevant clause void or unenforceable.

II. Proportional Accountability: A party's liability to the other party in connection with this User Agreement shall be reduced proportionally if the other party or any of its personnel contributed to the loss.

13.2 Liability Under Australian Consumer Law

Liability Under Australian Consumer Law: This User Agreement does not seek to exclude any consumer guarantees provided by Up For Bids under the Australian Consumer Law or any other relevant legislation that cannot be excluded, limited, or modified by mutual agreement.

Limitation of Liability under Australian

Consumer Law: If the Australian Consumer Law applies to the goods or services provided under this User Agreement, our liability for any loss resulting from our failure to comply with the consumer guarantees specified in the Australian Consumer Law is limited to, at our election:

- For services: re-providing the services or covering the cost of having them re-provided.
- For goods: replacing the goods, providing equivalent goods, repairing the goods, covering the cost of replacement or acquiring equivalent goods, or covering the cost of repairs.
- This limitation does not apply to instances involving breaches of consumer guarantees relating to clear title, undisclosed securities, and undisturbed possession as outlined in sections 51 to 53 of the Australian Consumer Law, or if the goods or services are ordinarily used for personal, domestic, or household purposes.

13.2 Indemnities

User's Commitment to Protect and Indemnify:

Subject to Clause 4, you agree to protect, indemnify, and hold harmless Up For Bids from any Claims made against Up For Bids by any third party, as well as from Up For Bids's liabilities to that party and the associated costs and expenses. Such Claims must arise from:

- Your breach of this User Agreement or any Contract of Sale.
- Your actions or omissions in relation to this User Agreement or any Contract of Sale, including your involvement with any Lot you may offer, bids, or any disputes related to a Contract of Sale.

This indemnity does not apply in circumstances where the Claim or liability arises due to Up For Bids's fraud, intentional misconduct, negligence, or breach of this User Agreement.

13.3 Non-Excludable Rights

Consumer Protections and Non-Excludable

Rights: The sale contract does not seek to exclude any consumer protections provided by the Australian Consumer Law or any other

applicable laws that cannot be excluded, limited, or modified by agreement between the parties, referred to as "Non-Excludable Rights."

Vendor's Responsibility under Consumer Law:

- If a consumer protection guarantee under the Australian Consumer Law applies to the Lot, and the Vendor fails to meet that guarantee, the Vendor's liability, as permitted by law, is limited to either providing a replacement for the Lot or supplying an equivalent Lot, as determined by the Vendor.
- This limitation does not apply in cases involving breaches of consumer guarantees relating to clear title, undisclosed securities, and uninterrupted possession, as outlined in sections 51 to 53 of the Australian Consumer Law, or if the Lot is typically acquired for personal, domestic, household, or similar purposes.

13.4 No Liability for Lots Within Tolerance

The Buyer acknowledges the potential for variances between the description outlined in the Lot Listing and the actual Lot. However, should such discrepancies fall within the Acceptable Variance, the Buyer shall be precluded from making any claims or demands against the Seller arising from such differences.

14. Term, Suspension and Termination

14.1 Term

This User Agreement shall become legally effective when you first utilise, access, or register for the Up For Bids Platform and shall remain in effect until terminated in accordance with the terms outlined in this User Agreement.

14.2 Suspension

Suspension: Up For Bids reserves the right to remove any User Data if it believes such data violates this User Agreement or poses a risk, pending resolution of the issue. You will be promptly informed of such action.

Up For Bids may temporarily suspend your access to the Up For Bids Platform and its services in the following circumstances:

- a) If Up For Bids is unable to verify your identity or the required information for platform use.
- b) To prevent or address fraud, viruses, security breaches, illegal activities, or any misuse of the Platform.
- c) If you breach legal obligations, commit fraud, engage in Prohibited Conduct, default on a Contract of Sale, violate the Up For Bids Code of Conduct, or breach other terms of this User Agreement, a suspension may be necessary to protect other users or Up For Bids.
- d) To comply with legal obligations or requests from law enforcement or government agencies. In such instances, if the issue is not caused by your actions, Up For Bids will refund your fee for any outstanding Listings or services.
- e) Up For Bids shall promptly notify you of any such suspensions. If Up For Bids suspends a Listing or service due to circumstances beyond your control, and this significantly impacts the service's value, you have the option to terminate it with notice. Up For Bids will refund any Listing Fees and associated fees in such cases.

14.3 Termination for Cause

Account Termination by Up For Bids: Up For Bids may terminate your Up For Bids Account, along with any services provided to you, including Listings or other fee-based services, for the following reasons:

- a) Inability to verify your identity or provide necessary information within 7 days of our request.
- b) Failure to rectify a breach of this User Agreement within 7 days of receiving notice from us.
- c) Repeated or persistent breaches of this User Agreement.
- d) Suspected or confirmed violations, including breaches of legal obligations, fraudulent activities, Prohibited Conduct,

or violations of the Up For Bids Code of Conduct.

- e) Compliance with applicable laws or requests from government agencies, with refunds for services not yet performed unless caused by your actions.
- f) Occurrence of an Insolvency Event.

Account Termination by You: You may terminate your Up For Bids Account, along with any services provided to you, including Listings or other fee-based services, in the following circumstances:

- a) If we breach this User Agreement and do not rectify the breach within 7 days of your notice requesting us to do so.
- b) If we repeatedly or consistently breach this User Agreement.
- c) In the event of an Insolvency Event on our part.

14.4 Consequences of Termination

Immediate Actions

- If your Up For Bids Account is terminated for any reason, the following actions shall occur in addition to any other rights Up For Bids may have:
 - o Your access to the Up For Bids Platform will be immediately restricted to the non-registration portions.
 - o Your Up For Bids Account may be deactivated promptly.
 - o Up For Bids may retain records associated with your Up For Bids Account as required by applicable legal and accounting regulations.

Listing and Service Fees: Up For Bids's termination of your Up For Bids Account for convenience does not impact any Listing (or other service) for which you and Up For Bids have agreed to a fee prior to the termination date. If you are a Buyer, this also applies to any Lot for which you have made an offer or submitted until the completion of the sale of that Lot.

15. Dispute Resolution

15.1. Dispute Resolution Process

Notification of Dispute: In the event of a disagreement between parties involved in a Contract of Sale (including, but not limited to, the selling agent, purchasing agent, and vendors), and where the parties are unable to achieve an independent resolution within 7 days of the disagreement arising, the dispute shall be referred to Up For Bids for resolution.

Engagement of Independent Agents: Up For Bids shall engage three parties who are independent to, and separate from the transaction. These parties will include:

- An agent independent from the selling area.
- An agent independent from the buying area.
- An independent buyer who is not involved in the transaction.

For the purposes of this clause, "independent agent" shall mean an individual who has no connection to the transaction or the agency representing either party, although they may be affiliated with a different agency.

15.2 Resolution Proposal

The three appointed independent agents shall review the dispute and propose a resolution within 14 days of their engagement. The resolution shall be determined by a majority vote of the engaged agents.

15.4 Confidentiality and Conflict of Interest

The identities of the selling agent, purchasing agent, and vendors involved in the transaction shall remain confidential to the independent agents engaged in the resolution process, to minimise the potential for conflicts of interest. If a conflict of interest arises before a decision is made, Up For Bids must be notified promptly. Either the selling agent or the purchasing agent may raise concerns regarding potential conflicts of interest with Up For Bids prior to the appointment of the Resolution Panel, to mitigate

any risk of bias or improper influence. In such circumstances, Up For Bids will appoint an alternative agent or resolution panel, and the 14-day resolution period shall recommence from the date of reappointment.

15.5 Extension of Resolution Period

If the panel does not reach a resolution within the initial 14 days, a request for an additional 7 days to finalise their decision can be made with Up For Bids. Should no resolution be achieved within the extended period, the CEO of Up For Bids shall act as the final arbitrator and render a binding decision.

15.6 Challenge to Panel Decision

Notification of Disagreement: Should the Selling Agent or Purchasing Agent dispute the panel's decision or consider the outcome inequitable or not conducive to a fair resolution, they must provide written notice to Up For Bids within 48 hours of receiving notification of the panel's determination.

Review of Dispute: Upon receipt of such notification, Up For Bids shall review the grounds for disagreement and may, at its discretion, take necessary actions to address the concerns raised, which may include appointing a new panel or making a final determination.

15.7 General Provisions

Binding Nature: The decision made by the CEO of Up For Bids following the failure of the panel to reach a resolution, or any final decision made after the review of a challenge, shall be final and binding on all parties involved.

Costs: The costs incurred in the dispute resolution process, including but not limited to the engagement of independent agents, shall be borne equally by the parties to the dispute unless otherwise determined by Up For Bids. The fee for engaging the Resolution Panel is set at \$2,000 (excluding GST). The full amount is to be paid prior to the convening of the Resolution Panel meeting. Any additional expenses arising from the

dispute resolution process shall be allocated as directed by Up For Bids.

Compliance

The parties acknowledge and agree to fully comply with the terms and conditions of this dispute resolution process and to cooperate in good faith with Up For Bids and the appointed Resolution Panel throughout the course of the resolution.

For any further queries regarding the dispute resolution procedure, parties are advised to contact Up For Bids directly.

16. General Terms

16.1 Force Majeure

Neither party shall be deemed to be in breach of this User Agreement if it is unable to perform its obligations (excluding the payment of Fees) due to circumstances beyond its reasonable control. This provision does not exempt you from any obligations under a sales contract or to other users of the Up For Bids Platform.

16.2 Notices

Up For Bids reserves the right to provide notices to you via any means available, including electronic methods such as email, SMS, or notifications within the Up For Bids Platform.

16.3 Benefit of Indemnities

Up For Bids is entitled to vary, amend, enforce, or otherwise act under this User Agreement without the necessity of seeking the approval of any other Indemnified Party.

16.4 Enduring Clauses

Any term that, by its nature, is intended to survive the termination of this User Agreement, including but not limited to clauses 3, 4, 5.3, 11.1, 11.2, 12, 13, 14.4, 15, and 16, shall survive such termination.

16.5 Jurisdiction

This User Agreement shall be governed by the laws of New South Wales, Australia. The parties

agree to submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

16.6 Severability

In the event that any provision of this User Agreement is found to conflict with applicable law, it shall be read down and amended to ensure compliance. If any provision of this User Agreement is deemed invalid or unenforceable by a court, such determination shall not affect the validity or enforceability of any other provision or part thereof.

16.7 Waiver

Any delay or failure to exercise rights arising from a breach by the other party shall not be construed as a waiver of those rights.

16.8 Assignment

Transferring Debts and Rights

- a) If you have outstanding financial obligations to Up For Bids under this User Agreement, we reserve the right to assign that debt to another party and will provide you with notice of such assignment.
- b) Up For Bids also retains the right to transfer its rights and obligations under this Agreement to a related company or to a purchaser of its assets or business segment, with notification to you.
- c) Upon transfer, these rights and obligations shall continue to bind our representatives, successors, and assigns.
- d) You may not assign your rights under this Agreement to any other party (other than rights in a sales contract) without obtaining prior written consent from Up For Bids.

17. Definitions and Interpretation Clauses

Acceptable Variance: Refers to the permitted variation in quantity, weight, or other characteristics as delineated in accordance with the tolerances specified in Schedules 1 and 2.

Agent: Refers to either a Purchaser's Agent or a Vendor's Agent, each of whom must be licensed in the relevant State or Territory to buy and sell Livestock and/or Machinery and recognised as an Agent by Up For Bids.

Assessed Lot: Refers to a Lot pertaining to Livestock that is denoted as assessed, with its Listing including an Assessment.

Assessment: Refers to a compilation of data regarding a Lot for Livestock prepared by a qualified Assessor after a physical inspection of the Lot and presented as an 'Assessment'.

Assessor: Refers to a Livestock assessor registered and authorised by Up For Bids to prepare Assessments for Lots listed or proposed to be listed for sale on the Up For Bids Platform.

Auction: Refers to the sale of one or more items via Up For Bids in which a Lot is sold to the highest Bidder provided the bid meets or exceeds the Vendor's reserve price.

Australian Consumer Law: Refers to Schedule 2 of the Competition and Consumer Act 2010 (Cth) and corresponding provisions of relevant fair-trading legislation.

Bidder: Refers to any user registered as a Buyer who places a bid on a Lot.

Buy Now: Refers to a category of Listing wherein Buyers are afforded the option to purchase a Lot immediately at a set price determined by the Selling Agent.

Buyer: Refers to any user registered and approved by Up For Bids to acquire Livestock, Machinery, and other commodities via the Platform.

Certified: In relation to scales, weighbridge scales, or abattoir scales, means that such scales are approved or authorised by the competent authority in the State or Territory where the scales are located.

Claim: Refers to any claim, notice, demand, investigation, action, proceeding, litigation, or

judgment arising in any manner, whether present, unascertained, immediate, future, or contingent, and whether based in contract, tort (including negligence), or statute, involving either a party to this User Agreement or a third party.

Collusion: Refers to any deceptive agreement or covert cooperation between two or more parties with the intent to restrict open competition by deceiving, misleading, or defrauding others of their legal rights.

Conflict of Interest: Refers to any actual, reasonably anticipated, or perceived conflict of interest, whether personal, financial, professional, or otherwise. This includes circumstances where you are an Assessor, Selling Agent, or Delivery Agent in respect of a Lot, such as:

- (a) owning the Lot or having a direct or indirect financial interest in the Lot; or
- (b) having a family member, partner, or other relation who owns the Lot or is financially dependent on you.

Consequential Loss: Refers to:

- (a) loss or corruption of data, loss of opportunity, loss of revenue, loss of profits, loss of contracts, loss of business, loss of production, and loss of goodwill; and
- (b) any punitive, exemplary, indirect, or consequential loss.

Content: Refers to all data, statistical information, graphs, reports, branding (including registered and unregistered trademarks), images, information, videos, training resources, and other content published or otherwise made available by Up For Bids on the Platform.

Contract of Sale: Refers to the contract between the Vendor or Vendor's Agent, acting as Agent for the Vendor, and the Purchaser for the sale and purchase of the Vendor's Lot, as further described in clause 10.2.

Defect: Refers to: (a) in respect of an Assessed Lot, a failure of the Lot to conform to the Assessment with reference to: (i) any traits specified in Table 1 or other issues listed in Tables 2 or 3 in Part B of Schedule 3, where such

failure falls outside the permitted tolerances for that type of Lot; or (ii) in relation to carcasses of Slaughter Stock, seed damage, chemical residue(s), or carcass condemnation, in addition to any issues specified in (a)(i) above; and (b) in respect of a Described Lot, a failure of a Described Lot to conform to the Listing with reference to characteristics specified in the table at section 3.1 of Schedule 2, where such failure falls outside the permitted tolerances specified therein.

Delivery Adjustment: Refers to an adjustment in liveweight applied to account for any differences in time off feed when assessing livestock, and upon delivery. A Delivery Adjustment is predominantly negative, accounting for a decrease in liveweight due to loss of gut fill.

Delivery Agent: Refers to a person recognised by Up For Bids as a 'Delivery Agent' and nominated by the Selling Agent as the point of contact for the Buyer concerning the purchase of the Lot, invoicing, and delivery.

Delivery: Refers to the delivery of the Lot by any methods specified in the Contract of Sale, with 'Deliver' having a corresponding meaning.

Fees: Refers to all fees payable to Up For Bids, including Listing Fees and other expenses incurred or related to these Terms and Conditions.

Force Majeure Event: Refers to any event or circumstance beyond the reasonable control of the affected party, including acts of God, war, strikes, or acts of terrorism, but excluding: (a) livestock market conditions; or (b) adverse seasonal conditions not physically preventing delivery, mechanical failures, or delays in shipping.

Full Assessment: Refers to an Assessment for Livestock conducted by an Accredited Assessor, involving a comprehensive evaluation and required for any stock carrying a pregnancy status (PTIC, SIL, SM, NSM) or Livestock Listings with progeny (calves, lambs, kids at foot).

Government Agency: Refers to any governmental, administrative, monetary, fiscal, or judicial body, department, commission, authority, tribunal, agency, or entity worldwide, including any self-regulatory organisation established under statute or any stock exchange.

GST: Refers to Goods and Services Tax and includes any subsequent or replacement similar tax.

Insolvency Event: In relation to a party, refers to any of the following:

- (a) entering into a scheme of arrangement with creditors.
- (b) being wound up or dissolved, or having an administrator, liquidator, or receiver appointed;
- (c) being placed under official management, committing an act of bankruptcy, or being charged with a criminal offence; or
- (d) being otherwise bankrupt or insolvent or unable to pay debts as they fall due.

Intellectual Property Rights: Refers to all intellectual and industrial property rights and interests globally, whether registered or unregistered, including trademarks, designs, patents, inventions, circuit layouts, copyright and analogous rights, trade secrets, confidential information, know-how, processes, concepts, and all other intellectual property rights as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of 14 July 1967, as amended, but excluding moral rights.

Laws: Refers to:

- (a) legislation, ordinances, regulations, by-laws, orders, awards, proclamations, directions, and practice notes of the Commonwealth, a State, or Territory, or any Government Agency.
- (b) certificates, licences, consents, permits, approvals, qualifications, registrations, standards, and requirements of organisations having jurisdiction in relation to the supply of the Lot under this User Agreement; and
- (c) common law, equity, and all other laws from which legal rights and obligations may arise.

Legal Compliance Terms: Refers to:

(a) any term or condition prescribed by Law, including those mandated by Law related to auctions; and

(b) provisions of the Vendor Terms and Conditions or Selling Agent Terms and Conditions required for compliance with Law, including any terms or conditions mandated by Law related to auctions.

Light Assessment: Refers to an Assessment for Livestock carried out by an Accredited Assessor, characterised by a minimal number of fields for assessment.

Listing Fee: Refers to the fee payable to Up For Bids for listing a Lot for sale on the Platform, as specified in clause 5.1.

Listing: Refers to a listing of a Lot (or Lots) featured for sale on the Up For Bids Platform.

Livestock: Refers to cattle, sheep, goats, or any other animals listed for sale on the Up For Bids Platform.

Lot: Refers to any Livestock, Machinery, or other commodity listed for sale on the Up For Bids Platform by a Selling Agent on behalf of a Vendor.

Machinery: Refers to farm equipment, machinery, trucks, tractors, vehicles, furniture, tools, parts, and accessories for any of the foregoing, and any other goods categorised as 'Machinery' listed for sale on the Up For Bids Platform.

Max Bid: Refers to the functionality of the Up For Bids Platform that allows a user to set a maximum bid price on any Lot listed on the Platform, with the Max Bid being automatically placed on behalf of the user during the Auction.

National Vendor Declarations: Refers to the form prescribed by the Department of Primary Industries detailing the exact specifications and number of Livestock delivered by a Vendor to a Purchaser.

NLIS: Refers to the National Livestock Identification System.

Paddock Sale: Refers to a sale of livestock inspected and assessed on the Vendor's property by an approved Selling Agent without the necessity of being assessed in yards. This sale type operates under distinct weight tolerances specific to that sale type.

18. Standard Sale Terms

18.1 Transport Obligations

Vendor Responsibilities:

- The Vendor shall be responsible for preparing the Lot for Delivery, ensuring the tagging of Livestock, and complying with relevant Land Transport Standards and MLA Fit to Load Guidelines.
- The Lot shall be made available for collection at the specified pick-up location and at the date and time indicated in the Listing, or immediately following the sale if no date is specified.

Buyer Responsibilities:

- The Buyer shall arrange for a service provider of their choice to collect and transport the Lots from the Vendor's property within the timeframe specified in the Listing, or within seven (7) days of purchase if no timeframe is specified.
- All transportation costs shall be borne by the Buyer.
- The Buyer must accept and pay for all Lots purchased from the Vendor in accordance with the Contract of Sale. Delivery shall be deemed complete when the Buyer collects the Lot from the Vendor.

18.2 Inspection and Acceptance of Lots

- The Buyer or their Purchasing Agent shall conduct a visual inspection of the Lot and report any Defects to the Selling Agent and Up For Bids within forty-eight (48) hours of receiving the purchased Lot.
- If the Buyer fails to report a Defect in writing to the Selling Agent and Up For Bids within forty-eight (48) hours of receiving the Lot (or within a longer specified period in Schedule 3), the Lot

shall be considered Delivered in accordance with the Quality/Compliance with Description Warranty and accepted by the Buyer.

- In the event that the Buyer reports a Defect to the Selling Agent and Up For Bids, they must:
 - Maintain the Lot's condition and value, including proper care of Livestock.
 - Adhere to any instructions provided by the Selling Agent or Up For Bids regarding the management of the Lot.
- Any dispute concerning a Defect in Assessed Lots shall be resolved in accordance with the dispute resolution process outlined in Schedule 2, as agreed by the Buyer, Selling Agent, and Vendor.

18.3 Title and Risk

Title:

- Ownership of a Lot shall transfer to the Buyer upon payment of the Purchase Price.
- Should the Buyer take possession of the Lot without having made payment (excluding Slaughter Stock), they shall not use or dispose of the Lot in a manner that contravenes the Vendor's ownership rights.
- If the Purchase Price is not paid by the due date, the Vendor and its representatives shall have the right to reclaim the Lot.

Risk:

- For Livestock sold by weight, ownership shall transfer when the Livestock are weighed at the abattoir or scales mutually agreed upon by both the Selling Agent and the Purchaser.
- In all other instances, ownership shall transfer when the Buyer takes physical possession of the Lot.
- For Livestock, the transfer of control and associated risk shall occur when each animal is loaded onto the truck of the Buyer's freight service provider.

19. Ticks

19.1 Tick Areas

Listing Requirements: The Selling Agent and Vendor must clearly specify in the Listing whether the Livestock are "clear of the dip" or "not clear of the dip."

Responsibilities for Tick Area Livestock:

Unless otherwise stated in the Assessment or Vendor Terms and Conditions, the Vendor shall be responsible for arranging and financing the dipping and inspection required to move Livestock out of the Tick Area.

Transfer of Risk: Risk shall transfer to the Buyer when the Lot is cleared of the dip or when the Buyer takes physical control of the Lot, whichever event occurs later.

Not Clear of the Dip Conditions: In instances where Lots are marked as "not clear of the dip," the following conditions apply:

- **Delivery Location:** The Selling Agent and Vendor must designate a Delivery location within the Tick Area.

Risk Transfer: Risk shall transfer to the Buyer when they assume control of the Lot.

Transfer Costs: Should the Buyer intend to move the Lot out of the Tick Area, they shall be responsible for all lawful transfer costs.

Vendor Indemnification: The Vendor shall indemnify the Buyer against any losses, fines, liabilities, costs, or expenses arising from the transportation of Livestock from the designated Delivery location in the event that the Buyer breaches quarantine or movement laws, unless such restrictions were not disclosed by the Vendor in the Listing.

Compliance Requirements: The Vendor must comply with all identification and declaration requirements, including those pertaining to hormonal growth, in accordance with the laws of the State or Territory from which the Livestock is sold.

20. Purchase Price and Payment

20.1 Purchase Price

Payment Responsibilities:

- The Buyer shall be obligated to pay the Purchase Price, including any specified premiums and taxes, in accordance with the payment terms set forth in the Listing.
- In the absence of specified payment terms in the Listing, the Buyer must remit the full Purchase Price to the Selling Agent prior to Delivery.

Tax Inclusions: Unless otherwise indicated, the Purchase Price shall encompass all federal, state, and territory taxes and duties (excluding GST), thereby excluding GST.

Vendor's Levy Responsibility: The Vendor shall be responsible for the payment of any applicable transaction levy pertaining to cattle, sheep, or goats.

21. Warranties

21.1 Mutual Warranties

Each party represents and warrants to the other party that:

- It is not subject to any Insolvency Event.
- It possesses the requisite power and authority to execute, deliver, and perform its obligations under the Contract of Sale.
- All necessary corporate and other actions have been duly taken to authorise the execution, delivery, and performance of the Contract of Sale.

21.2 Vendor Warranties

The Vendor warrants and represents as follows:

- The Vendor lawfully and fully owns the Lot, free from any mortgages, charges, liens, encumbrances, or adverse interests at the time of delivery.
- The Vendor has the right and capacity to sell, transfer, and deliver the Lot with clear and unencumbered legal ownership, in accordance with the Contract of Sale.

- The Lot complies with the following:
 - The details provided in the Listing or any acceptable variations thereof.
 - In the case of Assessed Lots, the Assessment, acknowledging that the delivered Lot may exhibit minor variations in quantity, weight, or other characteristics within the tolerances specified in Part B or Schedule 3.
 - Any explicit representations, warranties, conditions, or assurances made by the Vendor in the Vendor Terms and Conditions or the Selling Agent Terms and Conditions, which extend beyond those set forth in Clause 7.1 and these Standard Terms of Sale. Such additional warranties pertain to quality, compliance with descriptions, suitability for particular purposes, and adherence to applicable laws or standards concerning the Lot, excluding any provisions relating to the acceptance period or remedies associated with such warranties.

21.3 Buyer Warranties and Acknowledgement

Buyer's Assurances

- The Buyer warrants and represents to the Vendor and Selling Agent as follows:
 - The Buyer acknowledges that graphics, photographs, or videos pertaining to Assessed Lots are for illustrative purposes only and do not form part of the Assessment unless expressly stated otherwise.
 - The Buyer guarantees that they have thoroughly understood all legal and operational requirements regarding the purchase, handling, and transportation of the Lot, and have assessed the Lot's suitability for its intended use.

22. Force Majeure

Force Majeure Events and Delivery

- In the event that a Force Majeure Event impedes the Seller's ability to deliver the Lot on time, the Buyer shall have the option to either extend the delivery date or cancel the sale. Should the Buyer have made a prior payment, the Seller shall be obligated to provide a full refund.
- In circumstances where a Force Majeure Event affects the Buyer's ability to accept delivery, the Seller may elect to extend the delivery date or cancel the sale, refunding the Purchase Price accordingly.
- Should either party be unable to fulfil their obligations due to a Force Majeure Event, they must provide evidence of such event to the other party.
- If the Buyer requests an extension of the delivery date, they shall not be entitled to raise a Dispute Notice under Schedule 3 regarding factors subject to change over time, such as weight, fat score, and dentition, except in specific situations delineated in Section 2.
- However, if the Selling Agent and Buyer mutually agree in writing to a delivery date outside the stipulated window in the Listing, and the Selling Agent provides written confirmation that the Assessment shall remain applicable notwithstanding the revised delivery date, the Buyer may initiate a Dispute Notice under Schedule 3 for factors subject to change over time (e.g., weight, fat score, and dentition).

23. GST

23.1 GST Definitions

In this section, terms defined in the A New Tax System (Goods and Services Tax) Act 1999 (GST Act) shall bear the same meaning ascribed to them in that Act.

Exclusion of GST: Unless expressly stated otherwise, any amount specified in this agreement as payment for a taxable supply

excludes any Goods and Services Tax (GST) payable in respect of that supply.

Responsibility for GST Payment: If a party to this agreement (the Supplier) makes a taxable supply, the other party receiving the taxable supply (the Recipient) shall, in addition to the agreed payment, pay the GST amount applicable to that supply when the payment becomes due.

Tax Invoice Requirement: The Recipient shall not be required to pay the GST amount until the Selling Agent issues a valid tax invoice for the taxable supply.

Adjustment Events: In the event of an adjustment event related to a taxable supply within this agreement, the payment specified in this section shall be adjusted accordingly. This may involve the Recipient paying the Supplier or vice versa.

Reimbursement of Expenses: If a third party makes a taxable supply and this agreement obliges one party (the payer) to cover, reimburse, or contribute to expenses or liabilities incurred by the other party to that third party for the taxable supply, the payer must remit the total amount of such expenses or liabilities, inclusive of any GST payable thereon. This amount shall be reduced by any input tax credit to which the other party is entitled for those expenses or liabilities.

Continuation of Section: This section shall remain in effect and shall not cease to apply upon completion, continuing even after the expiration or termination of this agreement.

24. General

24.1 Jurisdiction

This Contract of Sale shall be governed by the laws of New South Wales. Subject to section 15, the parties hereby submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

24.2 Severability

In the event that any provision of this Contract of Sale is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision or part provision of this Contract of Sale.

Schedule 1: Dispute Resolution Non-Assessed Items

1.1 Application of this Schedule

- This Schedule, referred to as Schedule 1, shall apply in circumstances where issues arise concerning an item purchased on the Up For Bids Platform, specifically for items designated as “sold.”
- In the event of a problem with the purchased item, both parties agree to follow the procedures outlined in Schedule 1 for its resolution. It is further agreed that neither party shall initiate court or arbitration proceedings until all procedures in Schedule 1 have been duly adhered to, except in instances of urgent matters requiring immediate action.
- Throughout the dispute resolution process, the party in possession of the livestock or item shall be obligated to care for it responsibly and properly.

1.2. Reporting and Negotiating Timeframe.

Upon identification of a problem with a purchased item, the Buyer shall undertake the following steps:

- Within 48 hours of receiving the item, the Buyer must document the issue and communicate it in writing to Up For Bids and the Selling Agent. This communication shall be accompanied by supporting evidence, such as photographs or an inspection report, submitted within the same 48-hour period following the initial notification.

- Within the subsequent 7 days after reporting the issue, the Buyer is expected to engage in fair and honest discussions with the Selling Agent to resolve the matter. Potential resolutions may include mutually agreed-upon measures, such as an adjustment to the price.
- If the Buyer communicates a problem to the Seller or Selling Agent, both parties shall make concerted efforts to engage in dialogue and reach a proper agreement.

1.3. If No Negotiation is Reached:

- a. If the Buyer has duly followed the steps outlined in Section 1.2 of Schedule 1 and has not reached an agreement with the Seller within 7 days of reporting the issue to the Selling Agent, the Buyer must promptly notify Up For Bids. Evidence supporting the claim must also be provided to Up For Bids and the Seller or Selling Agent.
- b. Within 5 days of receiving the documentation and evidence as specified in Section 2.2, the Selling Agent shall inform Up For Bids of the following:
 - Whether they concur with or contest the Buyer's claims, and if they contest, they must provide a comprehensive explanation.
 - Any relevant documents or evidence in their possession that support their position must be disclosed to both Up For Bids and the Buyer.
- c. The Buyer, Vendor, and Selling Agent mutually agree to the following terms:
 - In accordance with Section 15.1, Up For Bids shall engage Independent Agents to form a panel.
 - The three appointed independent agents shall review the dispute and propose a resolution within 7 days of their engagement. The decision shall be determined by a majority vote of the engaged agents.
 - Should any conflicts of interest arise prior to a decision being rendered, Up For Bids must be notified at the earliest opportunity.

Up For Bids shall then appoint a new agent or panel, and the 7-day resolution period shall recommence.

- If the panel does not reach a resolution within the initial 7 days, a request for an additional 7 days to finalise their decision can be made with Up For Bids. Should no resolution be achieved within the extended period, the CEO of Up For Bids shall act as the final arbitrator and render a binding decision.
- If either the Selling Agent or the Purchasing Agent disagrees with the outcome of the panel or believes the outcome is not fair or in the best interests of achieving a just resolution, they must notify Up For Bids within 48 hours of the panel's decision being communicated.
- The decision rendered by the CEO of Up For Bids following the failure of the panel to reach a resolution, or any final decision made after the review of a challenge, shall be final and binding on all parties involved.
- The CEO of Up For Bids shall not be deemed an arbitrator and shall not function in that capacity.
- The costs associated with the dispute resolution process, including the engagement of independent agents, shall be borne equally by the parties involved in the dispute unless otherwise determined by Up For Bids.
- All parties agree to comply with these dispute resolution terms and conditions and to cooperate fully with Up For Bids and the appointed agents throughout the resolution process.
- Both parties acknowledge that Up For Bids and the Up For Bids CEO bear no liability for acts or omissions in the discharge of their respective functions under this agreement, unless such acts or omissions are proven to be fraudulent or in bad faith
- The Buyer shall be entitled to a full refund from the Vendor for the Purchase Price of the Described Lot under specific conditions, and the Described Lot must be returned at the Vendor's expense, provided that:
 - The Buyer has reported the Defect in writing to Up For Bids and the Selling Agent or Vendor within 48 hours of receipt of the Described Lot, together with adequate supporting evidence (including photographs) to enable the Up For Bids CEO to verify the existence of a Defect; and
 - The CEO of Up For Bids determines that a Defect exists in accordance with the Contract of Sale.
- Unless agreed otherwise between the Buyer and the Selling Agent or Vendor, the following occurs within 7 days of receiving notice from Up For Bids as outlined in Schedule 1:
 - If the Buyer has not paid for the item, they must return it to the Vendor or Selling Agent. The Vendor or Selling Agent is promptly responsible for the return costs, including transportation, emergency animal health expenses, and agistment costs based on the number of items returned.
 - If the Buyer has already made payment, the Selling Agent or Vendor must refund the Buyer's payment. The Buyer is required to return the item to the Selling Agent or Vendor. The costs for the return, such as transportation, emergency animal health expenses, and agistment, must be promptly borne by the Selling Agent or Vendor based on the number of Items returned.

Schedule 2. Dispute Resolution Assessed Items

2.1 Part A – Dispute Resolution Framework.

Application of this schedule

- This document constitutes Part A of Schedule 2 and pertains to the resolution of disputes arising from potential issues with Assessed Lots.
- In the event of a dispute concerning an Assessed Lot, both parties mutually agree that resolution must adhere to the regulations outlined in this Schedule 2. Neither party will initiate legal proceedings or arbitration until all steps in this Schedule have been exhausted unless it is an urgent matter.
- Throughout the dispute resolution process, the party in possession of the Assessed Lot is obligated to ensure its proper care and maintenance.
- For the purposes of this Schedule 2:
 - "Dispute" encompasses any disagreement pertaining to an issue with the Assessed Lot.
 - "Resolution Panel" refers to the regulations governing independent review of the dispute, as specified in the document located at Schedule 2 Part A, 2.3.

2.2 Stage 1: Independent Negotiation

- In the event that a Buyer identifies a Defect in an Assessed Lot upon receipt, they are obligated to adhere to the following procedures within 48 hours of receiving the Lot, unless an alternative timeframe is specified:
 - Issue a written Notice of Dispute to either Up For Bids, the Vendor, or the Selling Agent. This notice must encompass:

- A comprehensive description of the Defect.
 - Details pertaining to the legal and factual aspects involved.
 - Presentation of arguments related to these issues.
 - The amount being claimed, or the remedy sought, calculated in accordance with Part B and Part C of this Schedule, if applicable.
- Provide the necessary supporting documents and evidence to the Selling Agent and Up For Bids within 48 hours of sending the Notice of Dispute, unless there's a requirement for third-party reports (like a veterinarian's assessment). In such instances, a period of 7 days from the Notice of Dispute is granted to furnish these reports. Adequate supporting materials, such as photos or third-party inspection reports, must be included within these stipulated timeframes.
 - Promptly engage to resolve the Dispute by initiating informal, sincere negotiations with the Selling Agent or Vendor.
 - Upon receiving notification of the existence of a Defect in accordance with section 2.2 of this Schedule 2, the Selling Agent or Vendor is required to expeditiously and in good faith negotiate for the resolution of the Dispute with the Buyer. A negotiated resolution may encompass, for instance, a price adjustment determined by reference to the tables at Part B of this Schedule, where applicable.

2.3 Stage 2: Resolution Panel

- Should the Dispute persist beyond 7 days (or a mutually agreed shorter duration) subsequent to the issuance of the Notice of Dispute, both parties are obligated to resort to Resolution Proposal by means of a Panel Decision.
- As outlined in section 15, the dispute shall be referred to Up For Bids for resolution whereby Up For Bids shall engage three

parties who are independent to and separate from the transaction.

- The three appointed independent parties shall review the dispute and propose a resolution within 14 days of their engagement. The resolution shall be determined by a majority vote of the engaged parties.
- Unless all parties unanimously agree in writing, the mediator will not serve as one of the experts, but they may attend hearings unless contested by either party.
- The Independent Panel or Up For Bids may engage a third party to investigate and furnish a report on certain or all aspects of the Dispute, which the experts can consider in reaching their decision.
- The identities of the experts will remain confidential from the parties, and vice versa.
- The experts hold discretion in determining the procedure for reaching their decision, and the parties must comply with their stipulations.
- The experts do not assume the role of arbitrators.
- The decision of the experts is conclusive and binding on all matters, except in legal matters or instances of manifest error, fraud, or bad faith.

Part B: Disputes Relating to Assessed Lots

1. Introduction

- This section, referred to as Part B, addresses disputes concerning potential issues with Assessed Lots, which includes Slaughter Stock.
- The entitlements and remedies specified in Table 1 and Table 2 below apply only if the issue is reported to the Selling Agent, Vendor, or Up For Bids within 48 hours of the Lot's delivery to the Buyer, unless otherwise indicated in Table 2.
- In circumstances outlined in Table 1, a claim may still be permissible even if

reported after the 48-hour period, subject to the conditions set out in Table 3.

- Neither the Buyer, Vendor, nor Selling Agent may escalate a claim to the Resolution Panel without first engaging in Independent Negotiation. Such escalation is only permissible if those negotiations are unsuccessful.
- If the Buyer declines any animals in accordance with this Schedule, the Vendor shall be liable for the direct expenses incurred by the Buyer as a result of the rejection. These expenses include shipping costs, emergency animal health expenses necessary to avert further health issues, and agistment charges based on the number of animals rejected.
- The Buyer is prohibited from rejecting the Livestock if they have materially altered the condition, description, marketability, or value of the stock through their own animal care or health treatments, unless there are urgent health concerns or treatments required to prevent harm to animal health and welfare.

2. Misdесcribed Assessed Lots

A "misdescription" occurs when, upon delivery, a lot deviates from the specified description in the designated assessment fields (refer to the listed assessment fields below). It is clarified that these assessment fields are objective and not subject to individual interpretation.

- If any elements within the lot are found to be inconsistent with the described specifications, the Buyer is entitled to refuse delivery of either the specific animal involved in the misdescription or all animals within the lot.
- In such instances, the Vendor and the Selling Agent shall bear the responsibility for the costs associated with transporting the animals back to the property. This obligation rests with them to rectify the situation and ensure the accuracy of the lot descriptions.

3. Defined Tolerance Of Assessed Lots

- **Assessment Trait Descriptions:** Unless explicitly stated otherwise in this document, all assessment traits are deemed to be accurately described and shall conform to the definitions outlined in the "Misdescribed Assessed Lots" section.
- **Tolerances and Timeframes:** The following fields are subject to specified tolerance limits, contingent upon delivery occurring within the defined timeframes.
- **Cumulative Tolerances:** Tolerances are not mutually exclusive. Claims may be initiated if any of the tolerances below are affected, regardless of the presence or absence of other tolerances.

4. Traits

4.1. Single Descriptor:

If the entire Lot is classified under a single descriptor of a Trait (Single Descriptor), and the Buyer asserts that the Single Descriptor does not apply to one or more animals in the Lot, and if the parties are unable to resolve the matter through Independent Negotiation, section 4.2 shall apply.

4.2 Buyer's discretion to Reject Livestock

(a) The Buyer may: (i) reject any animals to which the Single Descriptor does not apply; or (ii) reject the entire Lot if the Single Descriptor is not applicable to more than 15% of the Lot; (b) escalate the claim to the Resolution Panel; or (c) withdraw the claim.

4.3 Rejection of Livestock

If the Vendor and/or Selling Agent contests the Buyer's right to reject any animal or animals under section 4.2(a), the Vendor must escalate the claim to the Resolution Panel.

4.5. Multiple Descriptors:

If a Lot is evaluated based on multiple descriptors of a Trait (Multiple Descriptors), and the Buyer contends that some or all of the Lot does not conform to the Multiple Descriptors, and if the parties cannot reach a resolution through Independent Negotiation, the rights of the parties shall be governed by the applicable tolerance model for the Trait, as specified below. The Compliance Parameters for the Traits are outlined in Table 1.

4.6. Up For Bids Compliance Parameters

Table 1: Compliance Parameters		
Compliance Parameter	Criteria	Traits Applicable
Compliance Parameter 1:	<ol style="list-style-type: none"> 1. If Compliance Parameter 1 applies to a Trait, the Buyer may, at their discretion: (a) Reject: (i) Any animals to which the Multiple Descriptors do not apply; (ii) Any animals exceeding the assessed quantity for each of the Multiple Descriptors; (iii) The entire Lot if, as a result of clauses 1(a)(i) and 1(a)(ii), more than 15% of the Lot is eligible for rejection by the Buyer. (b) Refer the claim to the Resolution Panel; or (c) Withdraw the claim. 2. If a progeny is weaned and its Bloodline or registered sire/dam details are found to be inaccurate, the Buyer may reject only the progeny, provided the dam is accurately described. In the case of unweaned progeny with incorrect Bloodline or registered sire/dam details, the Buyer may reject both the progeny and the dam. 	Age Bloodline Breed Sex
Compliance Parameter 2:	<p>In instances where Compliance Parameter 2 applies, a tolerance of 10% of the total number of animals in the Lot (10% Tolerance) is permitted for each of the Multiple Descriptors.</p> <p>If a Trait is subject to Compliance Parameter 2, the Buyer may, at their discretion:</p> <p>(a) Reject: (i) Any animals to which the Multiple Descriptors do not apply; (ii) Any animals that exceed the assessed quantity for each of the Multiple Descriptors, less the 10% Tolerance; (iii) The entire Lot if, due to clauses 1(a)(i) and 1(a)(ii) above, more than 15% of the Lot is eligible for rejection by the Buyer.</p> <p>(b) Refer the claim to the Resolution Panel; or</p> <p>(c) Withdraw the claim.</p>	Shearing Crutching Mulesing Tails Mixed Sex Lines
Compliance Parameter 3:	<ol style="list-style-type: none"> 1. In relation to Compliance Parameter 3: (a) A minimum of 80% of the animals in the Lot must conform to one or more of the Multiple Descriptors. (b) A tolerance applies to animals fitting within an unused descriptor adjacent to a descriptor used in the assessment. This tolerance for animals in the Adjacent Unused Descriptor is limited to less than 10% of the entire Lot or the number of animals in the Adjacent Assessed Descriptor. (c) No animal may be positioned more than two descriptors away from the Multiple Descriptors. 2. If a Trait is subject to Compliance Parameter 3, the Buyer may, at their discretion: (a) Reject: (i) Any animals in the Adjacent Unused Descriptor that exceed the Adjacent Tolerance Amount; (ii) Any animals that fit within a descriptor that is two or more descriptors away from the Multiple Descriptors; or (iii) The entire Lot if, due to sections 2(a)(i) and 2(a)(ii), more than 15% of the Lot is eligible for rejection by the Buyer. 3. (b) Refer the claim to the Resolution Panel; or (c) Withdraw the claim. 4. If the Vendor and/or Selling Agent disputes the Buyer's right to reject any animal or animals as per section 2(a) above, the Vendor must refer the claim to the Resolution Panel. 	Dentition Fat Score Muscle Score Mulesing Wool Length Wrinkle Score Seed and Burr

5. Additional Traits - Tolerance

Table 2 Claims notified within 48 hours.

5.1. Where the Buyer asserts an issue with one of the traits specified in Column 1 of Table 2 below

and the claim has not been resolved through Independent Negotiation, the Buyer may, at their discretion: (a) Reject animals as specified in Column 2 of Table 2; (b) Claim a price adjustment as provided in Column 2 of Table 2; (c) Refer the claim to the Resolution Panel; or (d) Withdraw the claim.

5.2. If Column 2 of Table 2 does not specify the above options, the Buyer may: (a) Reject some or all of the animals; or (b) Claim a price reduction.

In the event the dispute is referred to the Resolution Panel, the experts may determine that the appropriate remedy involves the rejection of some or all of the animals and/or a price reduction.

5.3. If the Vendor or Selling Agent disputes the Buyer's right to reject any animal(s) under section 5.1(a) or to make a claim for a price adjustment under section 5.1(b), the matter must be referred to the Resolution Panel for resolution.

5.4. Neither the Buyer, Vendor, nor Selling Agent may proceed to the Resolution Panel unless they have first attempted Independent Negotiation and those attempts have been unsuccessful.

**Table 2:
Additional Traits**

Trait	Definition and Tolerance																																	
Animal Health	<p>1.Non-Transmittable Disease If signs of disease are identified within 48 hours of the livestock’s delivery to the Buyer, and the disease was contracted by the animals before their delivery to the Buyer, the Buyer is entitled to reject any affected livestock. If the disease is present in more than 15% of the Lot, the Buyer reserves the right to reject the entire Lot.</p> <p>2.Transmittable disease posing a threat to other animals If clinical signs of disease are identified within 48 hours of the livestock’s delivery to the buyer, and the disease was contracted by the animal(s) before their delivery to the Buyer, the Buyer is authorised to reject any affected livestock. If the disease is present in more than 1% of the Lot, the Buyer retains the right to reject the entire Lot.</p> <p>3. Transmittable Disease with Significant Risk of Widespread Impact If symptoms of a transmittable disease are detected within 48 hours of delivery to the Buyer, and the disease was acquired by the animals prior to delivery, the Buyer may reject the entire Lot, acknowledging that if any animal shows symptoms, it is accepted that all may be affected or there is a significant risk that all will be affected.</p>																																	
Assessor Comments	<p>Descriptors that reference dedicated assessment fields, which must align, including but not limited to bloodline, lot size, and age.</p> <p>In the event of a discrepancy between a dedicated input field in the assessment and the Assessor’s comments, and the delivered Lot is consistent with the dedicated input field, the Buyer shall be precluded from initiating a claim.</p> <p>For any other instances where the Buyer wishes to lodge a claim, the Buyer is obliged to pursue resolution through Independent Negotiation. If such negotiations are unsuccessful, the matter may then be referred to the Resolution Panel.</p>																																	
Bruising (Cattle Slaughter Stock Only)	<p>In the event of bruising of animals upon delivery, the Buyer is entitled to a price adjustment for each bruised animal, calculated according to the percentage price adjustments based on the bruise scores as defined by the AUS-MEAT Language.</p> <table><tr><th colspan="3">Adjustment</th></tr><tr><th>Bruise Score</th><th>Group A</th><th>Group B</th></tr><tr><td>1</td><td>2%</td><td>1%</td></tr><tr><td>2</td><td>2%</td><td>2%</td></tr><tr><td>3</td><td>4%</td><td>2%</td></tr><tr><td>4</td><td>2%</td><td>1%</td></tr><tr><td>5</td><td>5%</td><td>2%</td></tr><tr><td>6</td><td>6%</td><td>4%</td></tr><tr><td>7</td><td>5%</td><td>2%</td></tr><tr><td>8</td><td>9%</td><td>6%</td></tr><tr><td>9</td><td>15%</td><td>15%</td></tr></table> <p>Group A: Calves, vealers, weaners, yearlings, steers, heifers, and cows. Group B: Bulls and Manufacturing.</p>	Adjustment			Bruise Score	Group A	Group B	1	2%	1%	2	2%	2%	3	4%	2%	4	2%	1%	5	5%	2%	6	6%	4%	7	5%	2%	8	9%	6%	9	15%	15%
Adjustment																																		
Bruise Score	Group A	Group B																																
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2	2%	2%																																
3	4%	2%																																
4	2%	1%																																
5	5%	2%																																
6	6%	4%																																
7	5%	2%																																
8	9%	6%																																
9	15%	15%																																
Faults	<p>For undisclosed Faults or Traits not true to type for the breed, class or age of the Livestock:</p> <p>If no faults are disclosed in the Assessment, the Buyer has the right to reject any animal with an undisclosed fault identified within 48 hours of delivery.</p> <p>In cases where a fault is disclosed in the Assessment, if the number of animals with the declared fault exceeds the declared number by more than 5%, the Buyer may reject those animals that exceed the 5% threshold.</p> <p>If the number of animals with the declared fault is 15% or more above the declared</p>																																	

	number, the Buyer may reject the entire Lot.
Grazing Conditions	The Buyer may reject the entire Lot if, prior to delivery, some or all of the animals were grazed on species that include declared noxious weeds or plant species known to cause detriment to animal health.
Head Count	<p>In the event that the number of animals delivered differs from what is stated on the National Vendor Declaration (NVD), the Buyer will only be liable to pay for the number of animals actually delivered.</p> <ol style="list-style-type: none"> 1. If the number of animals delivered exceeds the number stated on the Assessment by more than 5%, the Buyer may reject the excess animals. 2. If the number of animals delivered is 5% less than the number stated on the Assessment, and the Buyer wishes to make a claim (including for pro-rated freight costs), the Buyer must seek resolution through negotiation. If those negotiations are unsuccessful, the matter may then be referred to the Resolution Panel. 3. If the number of animals delivered differs by 15% or more (either greater or less) from the number stated on the Assessment, the Buyer may reject the entire Lot or alternatively seek resolution (including regarding pro-rated freight costs) through negotiation. If those negotiations are unsuccessful, the matter may then be referred to the Resolution Panel.
Inaccurate & Misleading Information	<p>This includes any inaccurate or misleading information in the Assessment, which encompasses, but is not limited to, details regarding temperament, weaning information, joining dates, and stock history.</p> <p>In all cases where the Buyer wishes to make a claim, the Buyer must first seek resolution through negotiation. If these negotiations are unsuccessful, the matter may then be referred to the Resolution Panel.</p>
Lameness	<p>The Buyer may reject the affected animal(s) if there is evidence of lameness accompanied by a structural fault present prior to delivery, or if lameness is still evident 14 days after delivery following a period of rest in a paddock (provided this is not related to symptoms of disease).</p> <p>Notification of lameness must occur within 48 hours of delivery, and the lameness must still be present 14 days after delivery for the Buyer to exercise the right to reject the animal(s).</p>
Mismothering	In the event of any animals being incorrectly paired or mothered prior to delivery, or if such pairing or mothering is disrupted during transit, and the Buyer intends to file a claim, the Buyer must first attempt to resolve the matter through negotiation. If these negotiations are unsuccessful, the Buyer may then refer the matter to the Resolution Panel.
Number Per Deck	If the number of animals per deck of the truck transporting the animals to the Buyer is specified, and the actual number per deck is out by more than 5%, then where the Buyer wishes to make a claim, the Buyer shall seek a resolution through negotiation, and (if those processes are unsuccessful), through the Resolution Panel.
Paperwork Issues	<p>1. NVD</p> <p>If the Assessment does not align with the National Vendor Declaration (NVD) or other Vendor-supplied statements/paperwork, or the information on the National Livestock Identification System (NLIS) (collectively referred to as Vendor paperwork), the following applies:</p> <ul style="list-style-type: none"> • If the Vendor paperwork is correct and the Assessment is incorrect, the Buyer may reject any animals that do not conform to the Assessment. • If more than 15% of the Lot does not fit within the Assessment as specified, the Buyer may reject the entire Lot. <p>If incorrect Vendor paperwork was provided to the Buyer initially, the Vendor and/or Selling Agent must supply the correct Vendor paperwork within 14 days of delivery of the animals to the Buyer.</p> <p>2. Lifetime Traceability</p> <p>Regarding paperwork related to Lifetime Traceability (LT), Status, and Vendor Bred Status:</p> <ul style="list-style-type: none"> • If more than 1% of the Lot does not meet the LT criteria, the Buyer may reject that number of livestock exceeding the 1% tolerance allowance.

	<ul style="list-style-type: none"> If more than 15% of the Lot does not meet the LT criteria, the Buyer may reject the entire Lot.
Pregnancy	<p>1. Pregnancy (Displayed as PTIC or SIL in Lot Title) In assessments designated as PTIC or SIL in the lot title, the pregnancy certificate must be no more than 30 days old at the time of the assessment. The Buyer must notify their intention to pregnancy test some or all of the Lot within 48 hours of delivery. The Buyer has 14 days from the delivery date to have the animal(s) pregnancy tested, and any notice of dispute must be provided within 48 hours of receiving the pregnancy certificate. There is a 10% tolerance for sheep and goats, and a 5% tolerance for cattle regarding animals found not to be pregnant. In instances where the tolerances have been exceeded and the Buyer wishes to make a claim, the Buyer must seek resolution through negotiation. If these negotiations are unsuccessful, the matter may then be referred to the Resolution Panel. The Vendor retains the right to have the stock re-tested at their own cost to confirm the results.</p> <p>2. Pregnancy – Vendor Terms (Displayed as PTIC or SIL in Lot Title) The Vendor must provide the Buyer with the opportunity to have the animal's pregnancy tested within 24 hours of delivery, with any notice of dispute occurring within 48 hours of testing. Where the Vendor-nominated tolerances have been exceeded, and the Buyer has complied with the criteria regarding the pregnancy testing timeframe and any other nominated conditions, the Buyer may make a claim. If the Buyer wishes to make a claim, they shall seek resolution through negotiation. If these negotiations are unsuccessful, the matter may then be referred to the Resolution Panel, except in circumstances where the Vendor Terms include a specific resolution process. The Vendor retains the right to have the stock re-tested at their own cost to confirm the results. The Buyer has no claim regarding any animal found not to be pregnant if "No Pregnancy Terms" were selected.</p>
Transport (Trucking Access)	<p>Unless expressly stated otherwise, it is implied that trucking access includes both immediate access to the property and the nearest road designated as a public road by the local council or state government. If costs are incurred by the transporter due to the negligence or fault of the Vendor or Selling Agent, the Vendor or Selling Agent shall be responsible for those costs. If costs are incurred by the transporter due to their own fault or negligence, the Buyer shall be responsible for those costs in relation to the Vendor and the Buyer.</p>
Live Weight Standard Auctions	<p>The tolerances outlined below are applicable to Standard Auctions (excluding Paddock Sales).</p> <p>1. Average Live Weight Claims For Cattle: If the average live weight at delivery (including any nominated delivery adjustment) deviates by more than the allowed tolerance of $\pm 3\%$ from the weight specified in the Catalogue, the Buyer may claim a price adjustment, calculated as follows: Price Adjustment = $P \times (WA - WD)$ Where: <ul style="list-style-type: none"> P = price per kilogram of the entire Lot as per the sold price results on the Up For Bids platform. WA = combined weight of the entire Lot as assessed in kilograms. WD = combined weight of the entire Lot as delivered in kilograms (including any delivery adjustment). This tolerance applies to all cattle stock categories.</p> <p>For Sheep and Goats: If the average live weight at delivery (including any nominated delivery adjustment)</p>

deviates by more than the allowed tolerance of $\pm 5\%$ from the weight specified in the Catalogue, the Buyer may claim a price adjustment using the same formula as above. This tolerance applies to all sheep, lamb, and goat stock categories.

2. Weight Range Claims

In the event that any individual animal(s) within the Lot exceeds the specified weight range by more than 10% (including any nominated delivery adjustment), the Buyer reserves the right to reject those specific animal(s).

Alternatively, if the number of animals in the Lot that fall outside the defined weight range (including any nominated delivery adjustment) exceeds 5% of the total number of animals in the Lot, the Buyer is entitled to reject the surplus animals beyond the 5% tolerance.

3. Live Weight Loss (Gut Shrink)

A guide for cattle that have been removed from feed and water is provided as follows: [Include specific guidelines if available].

Time off Feed & Water	Liveweight Loss (%)	Increased Dressing Percentage (%)
1 hr	1.5	0.75
2 hrs	2.5	1.25
4hrs	4	2
12 hrs	7	3.5
16 hrs	8	4+ (e.g. dry overnight curfew)

Sheep and Goats:

Rate of live weight loss	Time off feed (hours)	Cumulative live weight loss
0.50% per hour for first 6 hours	3	1.5%
	6	3%
0.30% per hour for next 6 hours	12	4.8%
0.25% per hour for next 12 hours	24	7.8%
0.125% per hour for next 24 hours	48	10.8%
0.10% per hour for next 24 hours.	72	13.2%

Live Weight Paddock Sales

The tolerances outlined below apply specifically to Cattle Paddock Sales. Liveweight claims cannot be made regarding any Sheep Paddock Sales.

1. Average Live Weight Claims

For Cattle:

If the average live weight at delivery (including any nominated delivery adjustment) deviates by more than the allowed tolerance of $\pm 10\%$ from the weight specified in the Catalogue, the Buyer may claim a price adjustment, calculated as follows:

$$\text{Price Adjustment} = P \times (WA - WD)$$

Where:

- **P** = price per kilogram of the entire Lot as per the sold price results on the Up For Bids platform.
- **WA** = combined weight of the entire Lot as assessed in kilograms.
- **WD** = combined weight of the entire Lot as delivered in kilograms (including any delivery adjustment).

This tolerance applies to all cattle stock categories.

2. Weight Range Claims

In the event that any individual animal(s) within the Lot exceed the specified weight range by more than 10% (including any delivery adjustment), the Buyer reserves the right to reject those specific animal(s).

Alternatively, if the number of animals in the Lot that fall outside the defined weight range exceeds 10% of the total number of animals in the Lot, the Buyer is entitled to reject the surplus animals beyond the 10% tolerance (including any delivery adjustment).

3. Live Weight Loss (Gut Shrink)

A guide for cattle that have been removed from feed and water is provided as follows:

Time off Feed & Water	Liveweight Loss (%)	Increased Dressing Percentage (%)
1 hr	1.5	0.75
2 hrs	2.5	1.25
4hrs	4	2
12 hrs	7	3.5
16 hrs	8	4+ (e.g. dry overnight curfew)

6. Claims that may be notified outside 48 hours

6.1. Concerning the issues outlined in column 1 of Table 3, the Buyer is entitled to the longer period specified in column 2 of Table 3 to notify the claim.

6.2. If the Buyer asserts that one of the issues detailed in column 1 of Table 3 has occurred, the claim is notified within the prescribed time frame, and the claim remains unresolved after Independent Negotiation, the Buyer may (at the Buyer's discretion):

- (a) reject animals where provided for in Column 2 of Table 3;
- (b) Refer the claim to the Resolution Panel; or
- (c) Withdraw the claim.

Table 3:
Notification of Claim outside 48 hours of delivery

Issue	Tolerance / Buyer's remedy
Accompanying paperwork, documentation and/or vendor declarations do not match the Assessment	In the event that essential documentation, including but not limited to the National Vendor Declaration (NVD) or any legitimately requested paperwork by the Buyer, such as a Health Statement, is not provided by the Vendor within 48 hours of the delivery of the animals to the Buyer for the entire Lot, the Buyer must submit a claim within 14 days of delivery. The Buyer is required to seek resolution through negotiation, and if these negotiations prove unsuccessful, the matter may be referred to the Resolution Panel.
Defined Traits of unborn progeny (breed, sex)	<p>The notification of a claim must comply with the following specified timeframes:</p> <ul style="list-style-type: none"> • In cases of incorrect sex, notification must be made within 7 days of birth. • For breed inaccuracies evidenced by coat colour (e.g., Dorpers or Black Baldies), notification must occur within 7 days of birth. • For breed inaccuracies that cannot be identified at birth, notification must be made within 3 months from the conclusion of calving or lambing. • If more than 5% of the entire Lot presents issues with the Defined Traits and the Buyer intends to make a claim, resolution must be sought through negotiation, and if those negotiations are unsuccessful, the matter may be referred to the Resolution Panel. • Should more than 15% of the entire Lot (excluding unborn progeny) exhibit problems with these Defined Traits, the Buyer retains the right to reject the entire Lot.
Lifetime Traceability/Vend or Bred/EU/Other NLIS inaccuracies	<p>The claim must be notified within the timeframe stipulated by the NLIS transfer requirements applicable in the State of purchase.</p> <p>If more than 1% of the Lot is affected by these inaccuracies, the Buyer may reject the animals affected in excess of that 1%.</p> <p>Should more than 15% of the Lot be affected by these inaccuracies, the Buyer may reject the entire Lot.</p>
NSM females found pregnant if they were declared to have had no access to bulls/rams/bucks/stags	<p>The Buyer is required to notify their intention to conduct pregnancy scans on livestock within 48 hours of the delivery of the animals. The testing must be carried out at the Buyer's own expense within 28 days of the animals' arrival.</p> <p>The Vendor retains the right to incur the costs of re-scanning the livestock to verify the results. A tolerance of 5% is allowed for animals found to be pregnant.</p> <p>If this tolerance is exceeded and the Buyer opts to terminate the pregnancy through a PG injection, the Vendor shall be responsible for the associated costs. However, the Buyer cannot claim an additional discount for these animals.</p> <p>If the number of animals found to be pregnant exceeds the 5% tolerance, and the Buyer chooses not to terminate the pregnancy, any claim by the Buyer must seek resolution through negotiation, and if those negotiations are unsuccessful, through the Resolution Panel.</p> <p>The Vendor is responsible for the costs of pregnancy testing if they request a test or if the number of animals found to be pregnant exceeds the 5% tolerance.</p> <p>If the number of animals found to be pregnant falls within the 5% tolerance, the Buyer remains liable for the costs associated with the pregnancy tests and has no claim on animals that are detectably pregnant.</p> <p>In instances where access to bulls, rams, bucks, or stags is declared, no claims can be made.</p>
Progeny born outside expected timeframe	Subject to the conditions outlined below, a claim may be made regarding progeny born (full term) at least 4 weeks outside the expected timeframe based on joining dates. This applies only if the Lot is stated to have had no access to bulls, rams, bucks, or stags outside the nominated joining period, and the stock have been pregnancy tested. No claim may be initiated where the Assessment indicates that the stock has been continuously joined.

	<p>Claims for progeny born outside the expected timeframe are not permitted for livestock purchased from a Paddock Sale.</p> <p>The Buyer must notify any claim within 7 days of the birth of the progeny; however, if progeny are born after the expected timeframe, the Buyer has 7 days from the end of that expected window to submit the claim.</p> <p>A tolerance of 10% is allowed for the number of progeny born outside the expected timeframe. If this tolerance is exceeded and the Buyer wishes to make a claim, the Buyer must first seek resolution through negotiation, and if those negotiations are unsuccessful, the matter may be escalated to the Resolution Panel.</p>
Specific Sire Details or Bloodlines (for assessed animals, progeny at foot or unborn progeny)	<p>The Buyer is required to notify the Vendor, Selling Agent, or Up For Bids when genetic testing is undertaken. Any claims must be communicated and supported by evidence within 3 months of the animals' delivery to the Buyer (for live animals) or within 3 months from the conclusion of calving or lambing (for unborn progeny).</p> <p>A tolerance of 5% applies to the number of assessed animals that differ from the assessed bloodline as confirmed by genetic testing.</p> <p>The Buyer is entitled to reject any affected animals. If more than 15% of the Lot is affected, the Buyer may reject the entire Lot.</p>