

Vendor Responsibilities

All parties involved in the sale of livestock on AuctionsPlus agree to be bound by the <u>AuctionsPlus User Agreement and Sale Terms</u>. The following highlights the particular areas of responsibility for the Vendor in the transaction:

Vendors must:

- 1. Agree to **maintain the stock** as assessed until last nominated delivery date, and notify the agent if the stock change in condition prior to delivery
- 2. Provide true and accurate information on the livestock
- 3. Provide all accompanying documentation as required by law or by AuctionsPlus
- 4. Nominate any special conditions of sale that will apply to the lot
- 5. Nominate the **registered weighbridge and associated terms** when selling c/kg liveweight
- 6. Acknowledge that the agent has **sole agency** until 3 Business Days post sale date and/or reoffered sale date
- 7. Accept that **AuctionsPlus listing fee** will be applicable once the assessment is uploaded to the AuctionsPlus website, even if the lot is withdrawn prior to auction
- 8. Not bid on their own stock, as vendor bids cannot be declared
- Accept that a lot sold at auction or by post-auction negotiation represents a legally binding contact between vendor and purchaser, and cannot be rescinded due to changes in market conditions
- Ensure that all livestock are tagged with NLIS devices as required by law prior to delivery
- 11. **Curfew/manage the stock prior to trucking** as agreed with their agent and the purchaser
- 12. Guarantee livestock delivered **clear of the dip if located in a tick area**, unless otherwise stated in assessment
- 13. Load livestock in accordance with the **Fit to Load Guidelines and Land Transport Standards**
- 14. **Not deliver stock that are lame, blind or diseased** unless faults are disclosed within the assessment and stock comply with the Fit to Load guidelines
- 15. Accept responsibility for all costs associated with stock that are delivered Lame, Blind, Diseased or otherwise misdescribed where the AuctionsPlus Sale Terms permit the purchaser to reject all or part of the lot. These costs include purchasers freight costs and removing the rejected livestock
- 16. Agree to submit any misdescription claim to **Arbitration** by AuctionsPlus if the claim cannot be resolved between the two parties