

Bidders acknowledge and agree that the following terms and conditions apply to all lots auctioned by CSIRO:

- (i) To the fullest extent permitted by law:
  - a. all lots are sold 'as is' and CSIRO makes no representations and gives no warranties or guarantees, whether written, oral or implied, as to the viability, quality, quantity, condition, useability, suitability or fitness for a particular purpose of any lot;
  - b. CSIRO will not be liable to a bidder for any loss or damage suffered in relation to the sale (or offering for sale) of any lot, including any indirect or consequential loss, loss of profit, loss of opportunity or damage to reputation, and the bidder agrees to release CSIRO from any such liability; and
  - c. bidder agrees to indemnify CSIRO (including officers, agents and employees of CSIRO) against any claim or demand, including legal fees and costs (on a full indemnity basis), made against CSIRO by any third party arising out of or in connection with the bidder's participation in the auction.
- (ii) Nothing in these terms and conditions should be interpreted as attempting to exclude, restrict or modify the application of any applicable provisions of the Australian Consumer Law (contained in the *Competition and Consumer Act 2010* (Cth)), or the liability of CSIRO for failing to comply with these provisions of the Australian Consumer Law or the right of a consumer to make a claim in respect of these guarantees or under any other provision of the Australian Consumer Law.
- (iii) Lot descriptions and images have been prepared for illustrative purposes only and shall not be relied upon by bidders for accuracy or completeness. Such descriptions or images do not create any warranty, expressed or implied, that the lot conforms to such description or image.
- (iv) No additional detail (such as images, data or pedigree) is available in relation to any lot.
- (v) Any offspring sired using material sold in a lot may not be eligible for registration. Bidders are required to contact relevant breed societies for further information in relation to registration.
- (vi) CSIRO is not responsible for any fees or charges associated with the auctioning of lots or the purchasing of lots by bidders.
- (vii) Title to any lot auctioned remains with CSIRO until the full purchase price and all other sums payable in respect of a lot are paid in full.
- (viii) Lots auctioned by CSIRO are stored at Beef Breeding Services, Rockhampton (BBS) (<https://beefbreeding.com.au/>) and successful bidders will incur a \$18.20 handling fee in relation to a purchased lot if material is required to be transferred between storage tanks.
- (ix) Bidders must pay all BBS handling, storage and freight fees associated with any lot they purchase.
- (x) CSIRO cannot guarantee the immediate freight of any purchased lot. If immediate shipping of purchased lots is required, then this must be arranged between the purchaser and BBS at the purchaser's expense.
- (xi) No use of CSIRO's name ("CSIRO" or "Commonwealth Scientific and Industrial Research Organisation") is permitted in a manner that suggests that CSIRO endorses or is associated with a bidder or, where applicable, the bidder's business, products or services.
- (xii) CSIRO's logo must not be used without first obtaining CSIRO's written consent.