Auction 223 MODEL CARS & MOTORBIKES TIMED ONLINE AUCTION Closing from 6.00pm (AEDT) Tuesday 24th November 2026

GENERAL CONDITIONS - APPLIES TO ALL BIDDERS

1. This is a TIMED ONLINE AUCTION ONLY for online & absentee bidders (no floor bidding available) with the auction closing from 6.00pm (AEDT) Tuesday 24th November 2026

ABSENTEE BIDS WILL BE ACCEPTED until 4.00pm AEDT Tuesday 24th November 2026 on the prescribed Absentee Bidding form only. The auction will be livestreamed for the convenience of online bidders.

2. ONLINE BIDDERS can register at www.burnsandcoauctions.com.au and click on the flashing REGISTRATION & BIDDING TAB top right corner of your PC or Mobile device and select the Auction you're interested in and follow the prompts. Please ensure all your personal information is submitted correctly including name, address, email and phone numbers.

For any assistance with the bidding process please call our office on (03) 8657 4292.

Should you not have the ability to bid online please call our Office on (03) 8657 4292.

3. The purchaser is simply the highest bidder subject to any reserve price being met. At the fall of the hammer, a contract for sale has been formed between the vendor and the purchaser. ALL LOTS ARE UNRESERVED.

4. **ALL AUCTION ITEMS are exempt from GST unless otherwise stated. The only GST payable is on the Buyer's Premium**

5. Any dispute arising as to the highest bidder is to be determined by the Auctioneer who may re-offer the lot for sale.

6. The Auctioneer reserves the right to refuse any bid. Furthermore, the Auctioneer reserves the right to bid on behalf of clients, namely absentee and phone bidders. The Auctioneer may also bid on behalf of the vendor up to any reserve price.

7. All items remain the property of the vendor until payment has been received in full and to the satisfaction of Burns & Co Auctions.

8. Whilst every care is taken, the Auctioneer / Agent does not accept responsibility for items described incorrectly either in the catalogue or at the auction. Intending purchasers are encouraged to take advantage of the time given to view the catalogue prior to the auction commencing.
Furthermore, no compensation shall be paid in respect of any error or mis-description. Photos and / or videos form a major part of the description so please view all photos, videos and descriptions carefully.

9. The Auctioneer will inspect lots on behalf of bidders who wish to bid at this auction to ensure items are as described in the catalogue. Contact Danielle Mystek on 0499 551 831 or our office on 03 8657 4292

10. None of the items are insured. Risk passes to the purchaser at the close of the lot and the item becomes the responsibility of the purchaser, therefore please take out immediate insurance cover on any item of value.

11. The auctioneer is merely the agent of the vendor in the respect of the sale of the goods. The auctioneer shall not be liable for any default of the purchaser or vendor. If any dispute arises in relation to the goods, the dispute is between the purchaser and the vendor. The purchaser releases Burns & Co Auctions from all claims in relation to the auction or sale and agrees to indemnify them against all liability, including all costs incurred in relation to any such claim.

12. The Catalogue may change without notice and at the discretion of the agent / vendor. This includes the withdrawal of any lots at the agent's / vendor's discretion.

13. CAVEAT EMPTOR (buyer beware) applies to each lot in this Auction. Lots are sold 'as is', in the condition they are in at the time of the sale, without any representation or warranty or assumption of liability of any kind as to condition by Burns & Co Auctions or by the vendor. The purchaser acknowledges that the consumer guarantees in the Australian Consumer Law do not apply to the sale of goods by auction.14. Should two absentee or online bidders be locked on the same bid the lot will go to the absentee or online bidder who bid first with the Auctioneer.

15. All invoices are to be settled within 48 hours of the Auctions completion. All bidders will have their final invoices emailed the morning after the completion of the sale. PLEASE CHECK YOUR JUNK EMAILS. **Invoices can be finalised by way of cash, EFTPOS or by EFT.** ***Collection can only occur when you have received your ZERO***

balance invoice. Credit card payments will only be accepted over the phone at the agent's discretion. STRICTLY NO CHEQUES

16. Online Bidders must accept FULL RESPONSIBILITY FOR THEIR ACTIONS. No discussions will be entered into in regards to accidently pressing the bid button or bidding on the wrong lot. This is without exception. IF UNSURE DO NOT BID. YOUR ACTIONS ARE FINAL.

17. In the event that online bidders leave a computer, smartphone or tablet logged in to the online bidding platform; Burns and Co accept no responsibility for any bids placed, or in the event your computer is hacked by unauthorised personnel.

18. Absentee bids will only be accepted on the prescribed form (available on our website www.burnsandcoauctions.com.au) and will be accepted by the auctioneers up until 4.00pm Tuesday 24th November 2026. All successful absentee bidders will be notified by email.

19. All Lots are located at **4 Market Drive, Bayswater VIC 3153**

20. **All successful purchasers are responsible for the loading and securing of each lot at their peril and with their own resources including, but not limited to man power. Given OH & S risks and responsibilities, Burns & Co will not provide any assistance in the loading or delivery process unless clearly stated within the Conditions of Sale relating to each auction. All successful purchasers must be in a position to take delivery of their said lots without any assistance from Burns & Co, this is without exception**

21. All measurements are in millimetres and it's width x height

22. A/F = All faults

23. None of the items are subject to G.S.T.

24. None of the items are available for sale prior to the auction.

BUYERS PREMIUM

As is the practice in all states of Australia, a buyer's premium for all bidders of 22% for all items will apply. This means for each $100 an additional $22.00 will be incurred for all lots purchased. This premium includes GST.

INSPECTIONS:

By appointment ONLY at 4 Market Drive, Bayswater VIC 3153. Please call our office on 03 8657 4292.

PAYMENTS FOR ALL PURCHASES

1. The Burns & Co invoice is final with no disputes being entered into.

2. All invoices must be settled within 48 hours. Invoices will be forwarded to successful online / absentee / phone bidders by way of email. ALL INVOICES MUST BE SETTLED WITHIN 48 HOURS of the invoice being sent unless by prior arrangement If a purchaser fails to pay an invoice:

• interest will accrue on the amount outstanding at a rate of 19.00% per annum calculated daily from the date payment is due until payment is made in full;

• the purchaser will be liable for costs incurred by Burns & Co Auctions to enforce and recover payment, including legal costs;

• Burns & Co Auctions may, in its sole discretion, resell the lot (at auction or by private sale) and the net proceeds of that sale (after deducting commission and any costs incurred for the sale and resale) shall be credited to the Vendor, in which case the purchaser will remain liable to the vendor for any shortfall between the purchase price and the net proceeds

3. All Payments are in Australian Dollars and are to be made by CASH, EFTPOS, (MasterCard or VISA) or EFT. NO CHEQUES WILL BE ACCEPTED.

4. The swift code is NATAAU3303M, for any overseas payments please note Burns & Co will not be responsible for any fees incurred.

5. Banking Details:

Bank: NAB

Name: Burns & Co Auctions Consignment Trust Account BSB: 083-764

Acct No: 92 735 1842. Narration: Invoice Number

COLLECTIONS and PICKUPS

1. ***Delivery/Collection can only occur when you have received your PAID IN FULL invoice.***

2. Paid invoices MUST be signed off for items to be released and a copy of the paid invoice must be presented by the person/s collecting the items including, transport operators, couriers or any third party.

3. **All lots are located at 4 Market Drive, Bayswater, VIC 3153**

4. **All successful purchasers are responsible for the loading and securing of each lot at their peril and with their own resources including, but not limited to man power. Given OH & S risks and responsibilities, Burns & Co will not provide any assistance in the loading or delivery process unless clearly stated within the Conditions of Sale relating to each auction. All successful purchasers must be in a position to take delivery of their said lots without any assistance from Burns & Co, this is without exception**

REMOVAL TIMES

Collection is STRICTLY Wednesday 25th & Thursday 26th November 2026 between 9am - 3pm, unless otherwise arranged. All items are to be collected by COB 26th November 2026. PLEASE CALL the office on 03 8657 4292 TO ARRANGE COLLECTION.

DELIVERY OPTIONS

Your nominated courier or yourself (paid invoice required)

Australia Post is available for auction invoices valued up to $5000 maximum. (Values higher than this cannot be sent via Australia Post)
Lots must be within the maximum size and weight for Australia Post – refer https://auspost.com.au/business/shipping/shipping-guidelines/size-weight-guidelines
Minimum Australia Post spend is $44.00, including postage & handling. Insurance on postage is compulsory. A separate invoice for postage will be issued. Please allow a 2 week turnaround.

Nitin from PACK & SEND Cheltenham on 03 9585 7543 or email cheltenham@packsend.com.au. Please allow up to 2 weeks after the auction before contacting Pack & Send for queries about your items.

If there is no communication, or prior arrangement made between yourself and the auction house for collection, after 14 days of sale you will forfeit your goods.