

# TENDER REPLY FORM

Mr Mrs Miss Ms Surname ..... First Name.....  
 Company ..... Phone.....  
 Postal Address..... Fax .....  
 City/Town..... Cell.....

An agreement between the purchaser (named above) and the vendor. Whereby for the price tendered the purchaser agrees to buy and the vendor agrees to sell the equipment scheduled within this document upon the terms herein.

Ref No	Reg / Fleet No	Description	Price Tendered
			\$ plus buyers fee and GST
			\$ plus buyers fee and GST
			\$ plus buyers fee and GST
			\$ plus buyers fee and GST
			\$ plus buyers fee and GST
			\$ plus buyers fee and GST
			\$ plus buyers fee and GST

No. of units – **IMPORTANT** If you have tendered on more than one item please state how many units you require if your tenders are successful.

**Terms**

- The purchaser acknowledges that the equipment is offered “as is where is” and no warranties are given or implied.
- The purchaser warrants that the purchaser has determined the suitability and condition of the equipment based entirely upon the purchaser’s own judgement and the purchaser has not relied upon any information or opinion provided by the vendor or the agent.
- This agreement shall be a continuing offer for the acceptance or decline of the vendor for a period of 30 days from the date specified as “Tenders Close”.
- The purchaser accepts that the highest or any tender shall not necessarily be accepted.
- Payment shall be made in irrevocable funds being either cash, bank cheque or electronic transfer and will be paid to the agent not later than 5 working days after the purchaser receives notification that the vendor has accepted the tender.
- Acceptance by the vendor or the agent of any cheque or negotiable instrument shall not be deemed to be a waiver of clause 5 and shall not constitute payment unless and until the same has been honoured.
- Passing of property. Neither ownership nor possession nor the right to possession of the equipment shall pass to the purchaser until the purchaser has made payment of the full price.
- The equipment shall be and will remain at the purchasers risk in all respects as from the time when the purchaser uplifts it.
- The purchaser agrees that within 10 days of receiving notification that the purchaser’s tender is accepted, the purchaser shall uplift all items bought and sold by virtue of this agreement. Furthermore the purchaser agrees that unless prior special arrangements are granted, the vendor shall be at liberty to dispose of any equipment remaining on their premises after such period in any way that the vendor deems appropriate without further obligation of any sort to the purchaser.
- The purchaser and vendor agree that ManheimFowles Ltd are acting solely as the vendors agent and neither purchaser nor vendor shall hold ManheimFowles Ltd liable in any way whatsoever for any cost or consequence that may be incurred as a result of any error or omission in any information that ManheimFowles Ltd or its servants may have provided.
- Ancillary Items – The Vendor reserves the right to remove ancillary items from any of the equipment offered for tender including but not limited to: Hazard and Safety Lights, Fire Extinguishers, Tools and Tool Boxes, First-aid Kits, Two-way Radios and/or Aerials, Chains and Twitches, Load Binders, Tarpaulins.
- The Purchaser acknowledges that a Buyer’s Administration Fee of 5% plus GST will be added to all successful Tenders. The Buyer’s Administration Fee is retained by the Agent ManheimFowles.**
- I/We have read and understand the terms of this agreement.**

Signed ..... (the purchaser)      Signed ..... (the vendor)

Date .....      Date .....

**Tenders Close 4.00 pm Thursday 29 July 2010**  
**ManheimFowles Ltd PO Box 98876**  
**Manukau City 2241 NZ Fax 09 269 0489**

Note – Tenders received by fax or post. All tenders must be signed



**MANHEIMFOWLES**  
 TRUCK & MACHINERY NZ