

# **Machinery Listing Agreement.**

Please read and complete this form and send to <a href="mailto:richard@ascentpartners.com.au">richard@ascentpartners.com.au</a> with machinery details (see (1) below).

### 1. Please supply for each machine (LOT):

- Make / Model / Age (or estimated age) / description / accessories. For presses, the number of impressions.
- Quality photographs and where possible videos of machinery in operation.
- Your asking price in \$ Aus. exclusive of GST.
- Statement of condition please notify us of any known faults, missing parts or areas of non-safety compliance.
- · Statement about ease of removal from site.

### 2. We provide the following services:

#### A. Promotion:

- We list on our Industry specific web site, www.printmachinery.com.au.
- We advertise the web site on our monthly newsletter, Market Watch (distribution of 2,000 plus members of the Australian Printing and Graphic Arts Industry and over 50 Used Equipment Dealers worldwide).
- We advertise via our Print Machinery Update weekly newsletter (around 250 subscribers who have asked to be advised when there are new listings or price changes).
- We advertise machinery on our web site, www.ascentpartners.com.au,
- We build traffic to our web site via Search Engine Optimisation.
- Where applicable we promote to our network of known buyers.

## B. Our Agent Provides 1:1 support:

- Liaises and provides you with advice to help list and sell your machinery.
- Responds to all enquiries about machinery, liaise with you on any prospect's questions we do not have answers for, offers, and where applicable inspection / demonstration times.
- Helps negotiate and sell the equipment on your behalf.
- Provides 1:1 assistance to make changes and recommendations to listings.
- We accept deposits from purchasers, from which on sale completion, we deduct our commission and refund the balance.

### 3. Your responsibilities:

- Supply of accurate LOT descriptions, quality photographs and where applicable quality videos.
- All LOTS must be sold free of any encumbrance.
- You must be the authorised vendor (seller) of the goods.
- Unless you state otherwise, all LOTS are sold AS IS WHERE IS.
- Prompt responses to enquiries submitted by Ascent Partners.
- Availability, if applicable, to have goods inspected / demonstrated by/ to prospective purchasers.
- Availability to oversee the dismantling and removal of sold items.
- Packing of smaller items for shipment and for larger items assistance / overseeing of plant being dismantling and packing.



- Where applicable, the de-powering of equipment.
- Upon sale you invoice the purchaser directly and collect payments.
- Payment of our commission and advertising fees upon sale completion and our invoice.

# 4. Our Appointment – Terms and fees:

### **Advertising and Listing fees**

Free of charge

#### A. Commission payable on sale for Parties we introduce and / or negotiate with:

Sale Price	\$0 to \$2,999	\$3,000 to \$49,999	\$50,000 to \$99,999	\$100,000 plus
Commission	\$150 +GST or 12.5% plus	12.5% plus GST	10% plus GST	6% plus GST
	GST, whichever is highest.			

### B. Commission payable on sale for Parties you sell to that we have not introduced\*:

Sale Price	\$0 to \$2,999	\$3,000 to \$49,999	\$50,000 to \$99,999	\$100,000 plus
Commission	\$75 +GST or 6.25% plus	6.25% plus GST	5% plus GST	3% plus GST
	GST, whichever is highest.			

At our sole discretion we can choose not to accept a listing or remove a listing. Normally this will occur when items have poor quality pictures or incomplete descriptions, where they are not suited to our target market, have little demand and / or items that are priced above market value.

- 5. **Indemnification:** You agree to indemnify, defend and hold us harmless, from and against any and all claims, losses, damages, liabilities, judgments and fees and expenses related thereto (including, without limitation, reasonable legal fees), brought by or on behalf of any third party against us that arises out of or in connection with the listing you provide to us. This includes, but is not limed to:
- i. Any breach or violation by you of this Agreement, including, without limitation, any breach of your representations, LOT descriptions, warranties or covenants contained herein,
- ii. Any dispute with another user relating to the sale of your items on our website, or
- iii. Any personal injury, death or property damage caused by or arising out of inspection, demonstration, de-powering, packing, removal or transportation / installation and subsequent use of the items sold by you on our website.

<sup>\*</sup>we are engaged to sell your equipment, however we understand you may find a buyer elsewhere, hence our commission rates are halved, where you find a buyer and you sell the item to them.

**Signed and Accepted:** Name (please print). Email Address. Signature. Date. Phone number. Company Name. Machine/s (please use additional pages if required) **LOT Location Address** 

Please complete and sign the table above and send all pages via PDF to: <a href="mailto:richard@ascentpartners.com.au">richard@ascentpartners.com.au</a> with machinery description/s as per item (1) above, "Please supply for each machine (LOT):".

Upon receipt we will then load the machinery on our web site, www.printmachinery.com.au. and start marketing.

Any questions can be directed to email above or via phone – 1300 887 648 / 0402 021 101.

