Full Terms & Conditions of Sale by Auction – Bee in the City 2026

All Lots are offered for sale by the Seller on the terms and conditions contained in these Particulars and Conditions for Sale by Auction and at the Purchase Price for each Lot.

The terms on which the auction is held are set out below.

Bidders' attention is specifically drawn to Conditions 3 and 4 below, which require them to investigate Lots prior to bidding and which contain specific limitations and exclusions of the legal liability of the auctioneer and Seller. Bidders, as prospective purchasers should pay particular attention to these Conditions.

1. Introduction

A sale for each Lot is made directly between the Seller and the Buyer in accordance with these Particulars and Conditions for Sale by Auction.

2. Common Terms In these Particulars and Conditions for Sale by Auction:

- "Bee in the City" is the event that is owned and managed by Life Flight Trust.
- "Bidder" is any person considering, making or attempting to make a bid, by whatever means, and includes Buyers.
- "Buyer" is the person that makes the highest bid or the winning bid accepted by the auctioneer. The Buyer can instruct an agent to do so on their behalf.
- "Buyer's Expenses" are any costs or expenses payable by the Buyer.
- "Hammer Price" is the highest bid accepted by the auctioneer when the auctioneer declares the bidding closed, or in the case of a post-auction sale, the agreed sale price.
- The hammer price is GST inclusive.
- "Purchase Price" is the Hammer Price.
- "Lot" means each Bee sculpture offered for sale at the auction.
- "Reserve" is the (confidential) minimum Hammer Price at which the Seller has agreed to sell a Lot.
- "Seller" is the person offering each Lot for sale – being Life Flight Trust, 17 George Bolt Street, Rongotai, Wellington, NZ.

3. Duties of Bidders and the Seller in Respect of Items for Sale

A. Each Lot offered for sale is available for inspection by Bidders prior to the sale. It is the responsibility of the Bidder to satisfy themselves as to both the condition of the Lot and the accuracy of its description.

B. All Lots are offered for sale in the condition they are in at the time of the auction on 26th November 2026. It is the Bidder's responsibility to inspect Lots prior to purchase. This term applies whether or not Bidders are in attendance at the auction. The Seller cannot guarantee that colours are properly shown in the Auction catalogue. Illustrations included in printed material and on the internet are for identification purposes only and will not convey full information as to the actual condition of Lots.

C. Information provided to Bidders in respect of any Lot by the Seller, including any estimate, whether written or oral and including information in any catalogue, condition or other report, commentary or valuation, is not a representation of fact but rather is a statement of opinion genuinely held by the Seller. Any estimate may not be relied on as a prediction of the selling price or value of the Lot and may be revised from time to time.

D. No representations or warranties are made by the Seller whether any Lot is subject to copyright or whether the Buyer acquires copyright or any other intellectual property rights inherent in any Lot.

4. Exclusions and Limitations of Liability to Buyers

A. In the light of the matters in Condition 3 above and subject to Condition 4B the Buyer and Seller agree:

(i) The Seller is not liable for any misdescriptions, errors, or omissions in information provided to the Buyer, whether orally or in writing, whether negligent or otherwise;

(ii) No warranty or guarantee either express or implied is given by the Seller as to the quality, state or condition of any Lot or as to the appearance, content, or fitness for any particular purpose of any Lot (except to the extent that such warranties and guarantees cannot be excluded by law);

(iii) All claims against the Seller by the Buyer in respect of any Lot must be made within five (5) working days of the date of the auction;

(iv) The total liability of the Seller for any loss arising from any defect in any Lot or any breach by the Seller of its obligations under these Particulars and

Conditions for Sale will not in any circumstances exceed the Purchase Price; and

(v) The Seller will not be liable for any consequential indirect or special damage or loss of any kind or any loss arising from any defect in any Lot or any breach by the Seller of its obligations under these Particulars and Conditions for Sale.

B. Nothing in this clause 4 will limit any statutory rights of the Buyer including any statutory rights under the Consumer Guarantees Act 1993, provided that where the Seller is supplying the Lot to the Buyer for business purposes within the meaning of the Consumer Guarantees Act 1993, pursuant to Section 43 the provisions of that Act will not apply to these Particulars and Conditions for Sale.

C. Nothing in this Condition 4 shall exclude or limit the Seller's liability in respect of any fraudulent misrepresentation made by the Seller, or in respect of death or personal injury caused by the negligent acts or omissions of the Seller.

5. Bidding at Auction

A. The Seller has absolute discretion to refuse admission to the auction and reject any bid. All Bidders must be aged 18 or over and have sufficient funds to cover any bids made. Bidders act as principal unless they have the Seller's prior written consent to bid as agent for another party. Bidders are personally liable for their bid and are jointly and severally liable with their principal if bidding as agent.

B. Online bidding is made available via Bidpath (a third-party software company) and online bidding is subject to their respective terms of use.

C. The Auction will be tracked on a video or digital screen, which may display, among other things, a photograph of the Lot offered for sale and the then-current bid. Bidders understand and agree that errors may occur in its operation and, except as expressly stated in the Buyer's Guide or these Conditions, Life Flight Trust shall have no liability arising out of or related to any errors or omission in respect thereto.

D. By participating in and/or attending the Auction, each person consents to be filmed and/or photographed and agrees and authorises Wild in Art and Life Flight Trust to use and publish such film and/or photographs for use in (1) providing online access to the Auction, (2) recording the results of the Auction, (3) print, digital, online and all other media for marketing purposes. The participant releases Wild in Art and Life Flight Trust and holds them harmless from any reasonable expectation of confidentiality or privacy associated with such images and releases Wild in Art and Life Flight Trust and any third parties involved in the making, creation or publication of the images or any marketing or other materials from all and any liability for claims made in respect of

such publication. Publication of the images in whatever format confers no right of ownership on the individual or right to royalties or payment.

6. Conduct of the Auction

A. Unless otherwise specified, all Lots are offered subject to a Reserve.

B. The auctioneer has discretion at any time to refuse any bid, withdraw any Lot, re-offer a Lot for sale (including after the fall of the hammer) if he/she believes there may be error or dispute, and take such other action as he/she reasonably thinks fit.

C. The auctioneer will commence and advance the bidding at levels and in increments he/she considers appropriate and is entitled to place a bid or series of bids on behalf of the Seller up to the Reserve on the Lot, without indicating he/ she is doing so and whether or not other bids are placed.

D. Subject to Condition 6B, subject to the Reserve being met, the highest Bidder whose bid is accepted by the auctioneer shall be the Buyer, and the sale between the Buyer and the Seller is concluded when the auctioneer declares the bidding closed, whereupon the Buyer becomes liable to pay the Purchase Price. The hammer price is GST inclusive.

E. Any post-auction sale of Lots offered at auction shall incorporate these Particulars and Conditions for Sale by Auction as if sold in the auction room.

7. Payment and Collection

A. The Buyer in respect of each Lot shall upon completion of the auction become legally bound to pay the Purchase Price for the Lot in accordance with these Particulars and Conditions for Sale.

B. Unless agreed in writing by the Seller, the Buyer must pay all sums to the Seller within five (5) working days of the date of the auction. Payment must be made by cash, online bank transfer or credit card.

C. Credit card payments are only acceptable on the express understanding that the Lot is not returnable, refundable nor exchangeable and no charge card credit or refund may be issued in the event of any such return. If payment is made by credit card, Buyer will not undertake any action or effort to stop payment, seek a refund, or attempt a charge back of such amounts – or any Credit Card Fee assessed thereon – by the issuer of the credit card. Credit card payments are subject to an administration fee of 2.5%.

D. Ownership of a purchased Lot will not pass until the Seller has received the Purchase Price for that Lot. The Seller is not obliged to release a Lot to the Buyer until the

payment has been received. Any earlier release does not affect the passing of ownership or the Buyer's unconditional obligation to pay the Purchase Price.

E. The Buyer is responsible for organising delivery of their purchase from the Seller's storage situated in Wellington and Lots must be collected within ten (10) working days of the date of the auction unless otherwise agreed in writing with the Seller ("Collection Date"). If the Lot is not collected by the Buyer by the Collection Date (time being of the essence) the Buyer will be responsible for paying the Seller's daily storage cost from the Collection Date until the date that the Lot is collected by the Buyer or this contract for the sale of the Lot to the Buyer is cancelled.

F. Failure to collect a purchased Lot by the Collection Date may result in the Seller (at the Seller's election) cancelling the contract for the sale of the Lot to the Buyer. Purchased Lots are at the Buyer's risk (and therefore the Buyer has sole responsibility for insurance) from the Collection Date or the actual date of collection (whichever is earlier).

G. It is the Buyer's sole obligation and responsibility to be aware of, to comply with, and to pay for all relevant import duties, taxes, customs and other fees charged in the Buyer's local jurisdiction. The Buyer understands and agrees that Life Flight Trust shall have no obligation or responsibility for any import duties, taxes, customs, shipping or other charges for the Lots shipped. Failure by the Buyer to pay all necessary amounts may result in the relevant authorities returning the Lot to Life Flight Trust and in those circumstances the Buyer will be charged and will pay storage costs and Life Flight Trust additional reasonable costs and expenses.

8. Failure to Pay for the Lot

A. If the Purchase Price for a Lot is not paid to the Seller in full or a purchased Lot is not collected by the Buyer by the Collection Date in accordance with these Particulars and Conditions for Sale by Auction, the Seller will be entitled, without further notice to the Buyer, to exercise one or more of the following rights):

(i) To terminate immediately the contract for sale of the Lot for the Buyer's breach of contract;

(ii) To re-sell the Lot by auction, private treaty or any other means on giving five (5) working days' written notice to you of the intention to re-sell;

(iii) To retain possession of the Lot;

(iv) To remove and store the Lot at the Buyer's expense;

(v) To take legal proceedings against the Buyer for any sum due in the contract for sale and/or damages for the breach of contract (including legal and other

costs of enforcement and loss on resale within one (1) year of the date of the auction);

(vi) To be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of BNZ bank from time to time to be calculated on a daily basis from the date upon which said monies become payable until the date of the actual payment;

(vii) To retain possession of any other property sold to the Buyer by the Seller at the sale or any other auction or by private treaty until all sums due under these Particulars and Conditions for Sale by Auction shall have been paid in full in cleared funds;

B. So long as such goods remain in the possession of the Seller, to rescind the contract for the sale of any other goods sold to the Buyer by the Seller at the sale or at any other auction or by private treaty and apply any monies received from the Buyer in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to the Seller by you.

C. The Buyer agrees to indemnify the Seller against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to the Seller in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have to be issued) as a result of the Seller taking steps under this clause 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in clause 8A(vi) from the date upon which the Seller becomes liable to pay the same until payment by the Buyer.

D. On any re-sale of the Lot under clause 8A, the Seller will account to the Buyer in respect of any balance remaining from any monies received by him/her on his/ her behalf in respect of the Lot, after the payment of all sums due to Seller within 28 days of receipt of such monies by him/ her or on his/her behalf.

9. The Seller's Liability

A. The Seller will not be liable for any injury, loss or damage caused by the Lot after the auctioneer declares the bidding closed in respect of the Lot.

B. The Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Contractual Commercial Law Act 2017, or in any other way) for any lack of conformity with, or inaccuracy of the Lot or any entry or estimate in relation to the Lot.

10. General

A. Should any provision of these Particulars and Conditions for Sale by Auction be held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

11. Use of Personal Information

A. By registering to bid at the Bee in the City Charity Auction you acknowledge that Wild in Art and Life Flight Trust (registered charity number #CC24283) will contact you about the Auction and to process your personal information for the purposes of administering the Auction.

B. If you register for the online auction, you also acknowledge that this information will be provided to Bidpath for the purposes of administering the Auction.

C. Your information may also be shared with relevant third parties where necessary to administer the auction, recover sums owed or address any default, or where required by law.

D. After the auction, Life Flight Trust may get in touch with you using the contact details you provide to ask if you would like to hear more from them in the future. If you would prefer not to be contacted for this purpose, please email info@lifeflight.org.nz.

12. Law and Jurisdiction

A. These Particulars and Conditions for Sale by Auction will be governed by, and construed in accordance with, the laws of New Zealand. The parties irrevocably submit to the exclusive jurisdiction of the courts of New Zealand with respect to any legal action, suit or proceeding or any other matter arising out of or in connection with these Particulars and Conditions for Sale by Auction.