

# **Bkk Auctioneers**

## **Agreement to Sell and Store Equipment**

**BKKAUCTIONEERS, HEREAFTER REFERRED TO AS (BKKA)  
“AND THE ASSET(S) OWNER / SELLER”  
HEREAFTER REFERRED TO AS THE (CONSIGNOR)**

### **Terms and Conditions**

#### **1. Advertising and Marketing**

- **(BKKA)** advertises to more than 20,000 restaurants each week and is ranked on the first page of Google search engine in Thailand.

#### **2. Commission and Charges**

- **Seller's Premium: (BKKA)** will charge a 15% seller's premium to sell the consignor's asset(s).

#### **3. Equipment Pricing**

- **Determining Selling Price:** Consignors can determine their own selling price, provided it does not exceed 50% of the original cost of the equipment when new, excluding Government Tax.

### **Frequently Asked Questions**

**Q: How much can I expect to receive from the sale of my asset(s)?**

A: **(BKKA)** recommends that consignors put themselves in the buyer's position and ask what would I be willing to pay for the asset(s) that I want to sell.

**Q: What location will consignors' asset(s) be sold from?**

A: All asset(s) for sale must be sold from **(BKKA)** warehouse facility. **(BKKA)** will provide free storage for three months at their warehouse facility. Afterward, storage charges will apply at a rate of 250 Baht per square meter per month, with a minimum charge of 2,500 Baht per month for 10 square meters. No upfront security deposit is required. Our intention is to sell the asset(s) as quickly as possible to minimize storage fees. Storage fees can be deducted from asset(s) sales.

### **Consignor's Acknowledgment**

I, the undersigned, have read and understand the terms and conditions outlined above.

**Date:** \_\_\_\_\_

**Initials:** \_\_\_\_\_

**Q: What insurance is provided regarding the safety and security of consignor asset(s) stored at (BKKA) warehouse facility?**

**A: (BKKA)** does not provide insurance of any type. It is the consignor's responsibility to insure their asset(s) against any loss(s), such as fire, theft, or any other damage or loss occurring while stored at **(BKKA)** warehouse facility.

**The consignor acknowledges** that the warehouse facilities operated by **(BKKA)** are deemed safe and secure. However, the consignor agrees to hold harmless and indemnify **(BKKA)**, its owners, shareholders, employees, and the property owner of the warehouse facility from any and all claims, liabilities, damages, or losses arising from catastrophic events, including but not limited to fire, theft, damage, or total loss of the consignor's asset(s) stored at the facility, regardless of the cause."

**Q: Who bears responsibility for the delivery of asset(s) to (BKKA) warehouse facility?**

**A: (BKKA)** accepts no liability for damage to asset(s) during delivery when **(BKKA)** arranges the delivery on behalf of the consignor.

**Q: If (BKKA) removes asset(s) from consignor's location, who will disconnect installed equipment such as gas cookers, air-con, hood ventilation system "ETC"?**

**A: (BKKA)** can disconnect all equipment except for gas equipment due to liability concerns.

**Q: Who is responsible for the payment of transportation and disconnection off installed equipment & asset(s)?**

**A:** The consignor is responsible for all costs associated with the transportation and disconnection off installed equipment & asset(s). To accommodate the consignor's cash flow, these charges may be deducted from the proceeds of future asset sales.

**Q: Who will clean the equipment?**

**A: (BKKA)** can professionally clean all asset(s) for sale at their warehouse facility and deduct the cleaning charge from the sale price.

**Q: Can (BKKA) purchase my asset(s)?**

**A:** **(BKKA)** can purchase all asset(s) at any time.

## **Important Notices:**

- Consignors cannot withdraw any item for sale without providing **(BKKA)** with a 72-hour notice of withdrawal. Once an asset(s) is sold, the sale cannot be canceled.

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## **Buyers that were introduced to the consignor by (BKKA)**

If the consignor and buyer covertly enter into an agreement to circumvent (BKKA) out of they're 15.% sellers premium and when discovered the consignor will agree to pay (BKKA) **three times** the value of the asset(s) sold based on the (BKKA) website advertised price as damages. In addition the consignor agrees to pay all reasonable legal expenses incurred by (BKKA) in the event it requires legal action to collect the debit.

### **Consignor's Right:**

**The consignor has the right to sell their equipment to any buyer they want as long as that buyer was not generated by (BKKA) directly or indirectly.**

## **Consignment Agreement Policies**

**Warranty of Equipment Sold:**The consignor agrees to warranty mechanical equipment sold against any failure for a period of 14 days. This warranty covers 100% parts and labor.

### **Removal of Equipment from BKKA Warehouse Facility:**

- The consignor is permitted to remove asset(s) from the (BKKA) warehouse for any reason, provided specific conditions are met:
- **Payment of Fees:** The consignor must pay either the storage fees or the 15% seller's premium, whichever is greater. This applies even if the asset(s) is removed before the end of the three-month free storage period.
- **Timeframe for Storage Fees:**
- (BKKA) policy states that equipment cannot be stored for three months free of storage fees and then removed without any payment. Thus, irrespective of the duration of storage (up to three free months), the consignor must pay the applicable fees when removing their asset(s).
- This policy ensures that (BKKA) is compensated for the storage services and prevents consignors from exploiting the facility without incurring costs.

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**Business Corporation Name:**

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**Corporation Business Address:**

Date \_\_\_\_\_

*I the signatory have fully authority to sign on behalf of the above Corporation*

Business Tel \_\_\_\_\_ Consignor Tel \_\_\_\_\_

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**Email address**

(Consignor) can determine their own selling price as long as it does not exceed 50% of what the item cost new excluding vat tax. We recommend that consignors visit competing websites such as Craigslist, Amazon.Com Ebay, Facebook “ETC” to determine the pricing of their second-hand equipment.

**If you agree to have (BKKA) determine your asset(s) selling price please sign below.**

\_\_\_\_\_  
Signature of consignor

**Average depreciation schedule**

- 1 year old or less 45% of cost when new.
- 1 to 2 year old 45% to 40% of cost when new
- 2 to 3 year old 40% to 35% of cost when new
- 3 to 4 year old 35% to 30% of cost when new
- 4 to 5 year old 30% to 25% of cost when new
- 5 to 6 year old 25% to 20% of cost when new

**Please bear in mind this average depreciation schedule is based on condition and age, some restaurant owners take meticulous care of their equipment which pays off when its time to sell, if your equipment is in mint condition, it's definitely possible to capture much more than what's indicated on this depreciation schedule.**

**Identification Required**

Please provide a clear photo or scanned copy of one of the following forms of identification:

- Driver's License
- Government ID
- Passport

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**Date:** \_\_\_\_\_

**Initials:** \_\_\_\_\_