

Online Auction

On the instructions of P E Pierce Esq and P Whitwam Esq of FRP Advisory LLP The Joint Administrators of A&J Fabtech Ltd and Finance Companies

Piecemeal (subject to General Conditions and Special Conditions unless previously sold)

Excellent Quality Fabrication & Welding Equipment, Craneage, Commercial Vehicle, Four Shipping Containers, Residual Stock and Office Equipment

Photographs & online auction bidding via sw.co.uk/machinery-business-assets/current

Bidding: Closes from 12 noon Tuesday 21 May 2019

View: From 10am to 4pm Monday 20 May 2019

At: 700 Bretton Park Way, Bretton Park Industrial Estate, Dewsbury, WF12 9BS

and

Brewery Street, Keighley, BD21 4JQ (Lot 9A - Bystronic Byspeed 3015 Laser Cutter Only)

The Chancery, 58 Spring Gardens, Manchester, M2 1EW Tel: 0161 259 7050

auctions@sw.co.uk

sw.co.uk/machinery-business-assets/current

Sanderson Weatherall LLP.
Registered in England Company Number OC 344 770
Registered Office ⁶Floor Central Square, 29 Wellington Street, Leeds, LS1 4DL
VAT Number 945 6744 83
Regulated by RICS









GENERAL CONDITIONS OF SALE

Interpretation

In these General Conditions the following words and expressions shall have the meanings set opposite:

"Auction" any auction (whether a Live Auction or an Online

Auction and whether conducted independently or simultaneously) conducted pursuant to these General Conditions and the Special Conditions;

the person conducting the Auction or to whom the "Auctioneer"

conduct of the Auction is delegated under General

Condition 4.9 below:

any person who offers to purchase any Lot whether "Bidder" by bidding at Auction or offering to purchase by

private treaty or tender;

"Bid" an offer to purchase any Lot whether by bidding at

Auction or offering to purchase by private treaty or tender, and "Bids" and "Bidding" shall be construed accordingly;

"Buyer" any person who agrees to purchase any Lot whether at Auction or by private treaty or tender and

as determined under General condition 4.12 below; a commission payable by the Buyer on the "Buyer's Premium"

completion of a Sale the amount of which is set out in the Special Conditions; The Auctioneer, when acting as Agent for the Seller, may also receive commission from the Seller.

"Catalogue" catalogue incorporating these General

Conditions and the Special Conditions; "Clearance Date and Time"

the date and time on which all Lots must be removed by the Buyer from the Location as specified in the Special Conditions;

Sanderson Weatherall LLP (company number OC "The Company" 344 770) whose registered office is at 6th Floor, Central Square, 29 Wellington Street Leeds LS1

4DL:

the sum payable by the Buyer to the Company as set out in the Special Conditions; "Deposit"

"Live Auction" any auction conducted at the Location or at such

other location(s) as shall be notified by the Company in the Special Conditions or in the Catalogue;

"Location" the premises at which the Lots are located, details of which are set out in the Special Conditions;

any Lot described in the Catalogue, on the Website

or on the Company's invoice;

"Lot"

any auction conducted over the internet via the "Online Auction" Website pursuant to these General Conditions and

the Special Conditions:

the sale of any Lot by Auction, private treaty or "Sale" tender and as determined under General Condition

4.11 below:

"Seller" the person upon whose instructions the Company is conducting the Sale, details of whom are set out in

the Special Conditions;

any additions to these General Conditions set out or "Special Conditions"

referred to in the Catalogue, announced at Auction or otherwise specified by the Company;

"Website" the website at: www.bidspotter.co.uk value added tax chargeable under English Law for

"VAT" the time being and any similar additional tax.

- Application of these General Conditions
 These General Conditions apply to every Sale of plant and machinery, chattels and trade stocks conducted by the Company.
 These General Conditions, the Special Conditions and any terms set out 2.1.
- 2.2 in the Catalogue shall together comprise the "Conditions of Sale"
- 2.3. To the extent that these General Conditions are inconsistent with any Special Conditions, the General Conditions shall prevail.
- Bidding for any Lot shall be deemed to be an acceptance by the Bidder of these General Conditions and the Special Conditions.
- These General Conditions shall be governed construed and enforced in accordance with the laws of England and Wales unless the Location is in:-
 - 2.5.1 Scotland in which case the laws of Scotland shall apply; or
 - 2.5.2 Northern Ireland in which case the laws of Northern Ireland shall apply.
- A reference to writing or written shall include e-mail. 2.6
- Any word or phrase having a meaning defined in these General Conditions shall have the same meaning when used in the Special Conditions

Identity of the Parties

- The Company offers each Lot as agent of the Seller and not as principal 3.1. unless otherwise indicated in the Catalogue.
- 3.2. The Auctioneer offers each Lot as agent of the Seller and not as principal unless otherwise indicated in the Catalogue.
- The identity of the Seller is set out in the Special Conditions.
- Unless the Company has previously acknowledged in writing that the Bidder Bids as agent on behalf of a named principal, every Bidder shall be taken to Bid on his own behalf as principal.
- Any Bidder acting as agent on behalf of a named principal shall remain liable to the Seller and the Company for all obligations and liabilities of his principal jointly and severally with the principal. The Bidder warrants that he has the authority of his principal to make each Bid made.

- Every Bidder is required to give his name and address and provide satisfactory proof of identity and such other information and documentation as is required to the Company before making any Bid and in the case of:
 - a Live Auction by the completion of a registration form; 3.6.1
 - an Online Auction by online registration at the Website; and 3.6.2
 - a private treaty or tender by prior registration or notification of 3.6.3 details, as and when requested by the Company.
- The Company reserves the right at any time to reject the registration of 3.7 any persons and refuse access to the Auction at its sole discretion.
- On registration for an Online Auction Bidders will be added to the Company's mailing list for the purposes of notification of future sales by email. If a Bidder wishes to stop receiving such notifications they can unsubscribe at any time by clicking on the link provided at the bottom of each email.
- 3.9 On registration in accordance with General Condition 3.6 the Bidder acknowledges that only adults aged 18 years and over are entitled to enter into a legally binding contract and as a result they are the only people entitled to register for the Auction. By registering the Bidder warrants that he is aged 18 years or older and is capable of forming a legally binding contract.

Conduct of Auctions

- Any Lot may be subject to a minimum bid or reserve price. The Seller is 4.1 entitled to change these at any time before the conclusion of the Sale.
- 4.2 The Seller, Auctioneer or any representative, agent or person acting on behalf of the Seller may Bid for any Lot. Persons entitled to Bid pursuant to this condition 4.2 shall be entitled to place Bids on any Lot up to the reserve price including by placing Bids in response to other Bidders.
- 4.3 Lot descriptions will be amended as appropriate as and when information becomes available to the Company. Prospective Bidders must read Lot descriptions before making a Bid so that they are fully aware of any amendments to the description appearing in the Special Conditions and/or on the Website or in the Catalogue in relation to a particular Lot.
- 4.4 The Auctioneer may at any time before the conclusion of the Sale withdraw or divide any Lot or combine any Lots.
- 4.5 The Company may sell any Lot by private treaty or tender before or after the Auction. The Auctioneer may reject any Bid at his sole discretion and without being required to give a reason.
- 4.6 No Bid shall be retracted without the consent of the Auctioneer.
- 4.7 The Auctioneer may where there is a dispute between Bidders, summarily determine the dispute or immediately again offer the Lot for sale, in each case without being required to give a reason.
- 4.8 The Auctioneer shall in every other respect decide how the Auction is to be conducted and without being required to give a reason.
- The Auctioneer may in his sole discretion delegate to a person whom he believes to be competent the conduct of the Auction in accordance with these General Conditions.
- The Auctioneer may from time to time act jointly with an associated Auctioneer who will be named in the Catalogue and/or in the Special Conditions.
- A Sale is concluded (constituting acceptance of the Bidder's offer, subject to General Condition 4.12 below) when:
 - in the case of a Live Auction, on the fall of the Auctioneer's 4.11.1 hammer; and/or,
 - in the case of an Online Auction, at the close of the timed Online 4.11.2 Auction Sale as specified on the Website and as defined by General Condition 4.17.3 below or;
 - in the case of a private treaty or tender, when the Bidders Bid is accepted by the Company, such acceptance to be communicated to the Bidder in writing by way of receipt of the Company's invoice.
- The Buyer shall be the person who made the highest Bid before the conclusion of the Sale pursuant to General Condition 4.11 above subject to approval and acceptance by the Company, the Auctioneers and the Seller or such other Bidder as the Auctioneer and/ or the Company may declare to be the Buyer without being required to give a reason. The Auctioneer and/ or the Company and/ or the Seller is not bound to accept the highest Bid or any other Bid placed in the course of the Auction.
- In the case of an Online Auction the Buyer, as determined under General Condition 4.12 above, shall within a reasonable time after the conclusion of the Sale receive by email an invoice in respect of the monies due for the Lot(s) purchased.
- In the event that the reserve price is not met, the Company may consider the Bids received below the reserve price with the Seller who at its sole discretion may accept, reject or place a counteroffer.
- On conclusion of the Sale and acceptance of the Bidders Bid pursuant to General Conditions 4.11 and 4.12 above, the Buyer acknowledges and agrees that he has entered into a contract with the Seller to buy the Lot and the Buyer must complete the transaction to purchase the Lot.
- The Buyer may not remove any Lot he has bought until after the end of 4.16 the Auction.
- In relation to an Online Auction: 4.17
 - 4.17.1 the Company cannot guarantee that the internet services will operate continuously or without interruptions and this could affect the conduct of the Online Auction and the Bidders ability to Bid online. The Company shall not be liable in any respect in the event of any dispute due to errors, omissions or disruptions to internet services or power failures or any other unforeseen circumstances which may occur during the Online Auction;
 - the Auctioneer may at any time, without notice, postpone or cancel an Online Auction or extend an Online Auction beyond 4.17.2 the published closing time (including extension of the timed

- Online Auction in accordance with General Condition 4.17.3 below):
- 4.17.3 the timed Online Auction Sale is auto bid extension enabled meaning that where a Bid is placed within ten minutes of the original scheduled close of the timed Online Auction the scheduled close of the timed Online Auction will automatically be extended by an additional ten minutes. This continues with a new scheduled close time each time a Bid is placed until no-one places a Bid before the last scheduled close of the timed Online Auction. Every time a Bid is placed within ten minutes or less left in the Online Auction an additional ten minutes Bidding time is added until there are no more Bids. Such time shall then be deemed to be the close of the timed Online Auction.
- 4.18 In the event that the Auctioneer unknowingly sells a Lot that was not eligible for Sale (i.e. there is a third party interest that comes to light) then the Auctioneer shall be entitled to immediately rescind that Sale without any further liability to the Auctioneer and/or Company or the Seller.
- 4.19 Copies of the Auctions (Bidding Agreements) Act 1927 and 1969 are held at the Company's and/or the Auctioneer's principal place of business.

5. Sale and Payment

- 5.1 The Buyer shall pay the following sums to the Company in full and without set off:-
 - 5.1.1 immediately upon the Sale of any Lot the Deposit, if requested by the Company; and
 - 5.1.2 the balance of the price of the Lot purchased, together with the Buyer's Premium by no later than 48 hours after conclusion of the Sale or, in the case of an Online Auction, after receipt of an invoice in respect of the purchased Lot(s) pursuant to General Condition 4.13 above, or such other time and date as may be specified in the Special Conditions; and
 - 5.1.3 any other payment or amount due to the Seller and/or the Company pursuant to these General Conditions or the Special Conditions on demand.
- 5.2 In every case time for payment shall be of the essence.
- 5.3 In view of Money Laundering Regulations the Company reserves the right to refuse payment in cash. Payments in cash of more than £7,500 will not, in any circumstances, be accepted.
- 5.4 If the Buyer fails to make any payment on the due date for payment then, without limiting any other right or remedy available to the Seller, the Buyer shall pay to the Company interest (both before and after any judgment) on the amount unpaid at the rate of 1.5% above the bank base rate of Barclays Bank Plc per month or any part thereof until payment in full is made.
- 5.5 Until the Buyer has fully complied with its obligations in this General Condition 5:-
 - 5.5.1 title to any Lot bought shall not pass to the Buyer;
 - 5.5.2 the Seller shall have a lien over any Lot bought by the Buyer in the Auction:
 - 5.5.3 if the Buyer effects or purports to effect a resale or any other disposition of all or part of the Lot, the Buyer shall hold the proceeds of resale or other disposition on trust for the Seller.
- 5.6 All sums payable under these General Conditions and the Special Conditions are exclusive of any applicable VAT for which the Buyer shall be additionally liable to pay to the Company. On written request by the Buyer the Company will provide a VAT invoice.
- 5.7 The Company will only accept payment under this General Condition 5 from the Buyer or its authorised agents.

6. Removal of Lots

- 6.1 Risk of damage to or loss of the Lot shall pass to the Buyer immediately upon the conclusion of the Sale.
- 6.2 The removal of Lots from the Location shall be undertaken by the Buyer entirely at its own risk and without any liability whatsoever to the Company.
- 6.3 Buyers are responsible for any and all costs and expenses incurred in relation to the removal of Lots and any other applicable charges, taxes and insurance costs.
- 6.4 The Buyer may not remove any Lot until the Buyer has:-
 - 6.4.1 paid by cleared funds all amounts payable pursuant to General Condition 5 above in full; and
 - 6.4.2 if requested by the Company produced satisfactory evidence to the Company that the Buyer has adequate public liability insurance in respect of the indemnity set out in General Condition 6.11 below and/or deposited with the Company, by way of security for the costs of making good any damage likely to occur, such sum as the Company may stipulate.
- 6.5 The Company will only permit the removal of Lots purchased by the Buyer or its authorised agents.
- 6.6 The Buyer must remove each Lot purchased by the Clearance Date and Time for which time shall be of the essence. Lots may only be removed during normal working hours or such hours as are specified in the Special Conditions. No clearance on Bank or Public Holidays. In the absence of co-operation the Company and/or the Auctioneer reserves the right to insist on the order of the removal of Lots or parts thereof.
- 6.7 Buyers should co-operate regarding order of removal of Lots in order to comply with the Clearance Date and Time. If it transpires that a Buyer makes no effort to commence dismantling and the particular Lot is preventing other buyers from removing purchased Lots, then the Auctioneer reserves the right to insist that removal take place immediately notwithstanding the specified Clearance Date and Time. In the event the Buyer does not comply with its obligations under this General Condition 6.7, then the Auctioneer reserves the right to arrange for the removal and/or storage of the Lot and charge any attendant costs to the Buyer.

- 6.8 If any Lot is unsold and has to be dismantled & lowered to allow the removal of any other lot, then such dismantling & lowering shall be the responsibility of the Buyer of the relevant Lot(s).
- 6.9 Title to computer software sold pursuant to the Sale of a Lot is not transferred under any Sale to the Buyer and use is subject to any licence or copyright restrictions and user conditions. The Sellers, Company and/or Auctioneers reserve the right to erase any private or sensitive information prior to the Sale or at any later date.
- 5.10 The Buyer and/or his removal contractor must liaise with the Company's site representative prior to commencing dismantling/removal of a Lot from the Location and must at all times comply with its obligations under clause 6.11 below.
- 6.11 When removing any Lot from the Location the Buyer shall, or shall procure that its removal contractors shall:
 - .11.1 carry out a full assessment of Lot, the Location and the land or buildings to which the Lot is fixed to assess the risks associated with detaching/ removing the Lot and shall fully satisfy themselves that they can detach/ remove the Lot in compliance with the Buyers obligations under this General Condition 6.11 prior to handling and/or commencing removal of a Lot;
 - 6.11.2 obtain all relevant planning permissions (where required) in relation to the removal of building structures and plant housings;
 - 6.11.3 buyers of Lots will be required to make good holes or voids exposed by the removal of Lots. Cladding taken off buildings for removal of plant & equipment will have to be replaced, unless otherwise specified by the Company;
 - 6.11.4 when detaching any Lot fixed to land or buildings, do so safely and lawfully and must not use flame cutters, explosives or any other dangerous equipment or process without first obtaining written consent of the Company;
 - 6.11.5 remove the Lot in compliance with all relevant legislation, regulations, codes of practice, guidance, orders, rules and other requirements of any relevant government or governmental agency or authority whether Parliamentary, statutory, parochial or local including (without limitation) in compliance with the Health and Safety at Work etc Act 1974, the Environmental Protection Act 1990, The Construction (Design and Management) Regulations 2015, Control of Substances Hazardous to Health Regulations 2002 (COSHH), and the Road Vehicle (Construction and Use) Regulations 1986 and any subsequent amendments thereof and all other health and safety and environmental legislation in existence at the time of the Sale. To the extent that such regulations are advisory rather than mandatory, the standard of compliance to be achieved by the Buyer shall be to the best industry practice;

In all cases arising under this General Condition 6.11 the costs of compliance shall be borne by the Buyer and the Buyer hereby indemnifies the Company and the Seller against all losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings which the Company and/or the Seller may incur arising directly or indirectly out of any breach by the Buyer to the provisions of this General Condition 6.11 and the Buyer shall make good any damage caused to (without limitation) other lots, the Location or to any property belonging to third parties, in removing any Lot under this General Condition 6.11.

- 6.12 The Company shall be entitled to halt the clearance of any Lot if in its absolute discretion the removal of a Lot is being carried out in an unsatisfactory manner. Where the clearance is halted by the Company, the Buyer must liaise with the Company's site representative as to how the Lot should be removed from the Location provided that the Buyer shall at all times ensure that it complies with its obligations under General Condition 6.11 above and the Company shall have no liability in this regard.
- 6.13 The Buyer shall provide evidence as and when requested by the Company of the Buyer's insurance policies in respect of the following insurances and at a minimum level of:
 - 6.13.1 Public Liability Cover limit Two Million Pounds (£ 2,000,000); and
 - 6.13.2 Employers Liability Cover limit Ten Million Pounds (£10,000,000);
 - the Company reserves the right to vary the level of insurance cover stated above at any time, as and when required.
- 6.14 The Buyer shall provide to the Company a Risk Assessment & Method Statement complying with The Construction (Design & Management) Regulations 2015, COSHH or with any subsequent amendments thereof or such other legislation as shall from time to time be in force.
- 6.15 Electric, gas, water, steam and waste disconnections are the responsibility of the Buyer and **MUST** be carried out by an approved contractor following consultation with the site representative.
- 6.16 It is expressly brought to the Buyer's attention that certain Lots could contain asbestos, noxious chemicals/ substances etc. which if not handled correctly during their removal could result in breach of Health & Safety at Work legislation and/or Control of Substances Hazardous to Health Regulations or other statutory requirements.
- 6.17 Any fluids, gases and/ or waste remaining in plant and machinery are the responsibility of the Buyer and MUST be removed from the Location strictly in accordance with any applicable statutory requirements.
- 6.18 The Buyer must use safe and lawful means of removing the Lot, must comply with all current statutory requirements and regulations including those relating to the disposal and removal of waste, and if required, satisfy the Company in relation to their removal procedures; in particular, the removal of waste materials must be undertaken by an approved and licensed contractor to an approved waste management site.

- 6.19 The Buyer acknowledges and agrees to give a written undertaking pursuant to section 6(8) of the Health & Safety at Work Act 1974 when required to do so.
- 6.20 It is expressly brought to the attention of the Buyer that certain types of plant or main service installations could contain asbestos, dangerous chemicals etc. which, if not handled correctly during their removal from site, could be in breach of the Health & Safety at Work Act 1974, the Control of Asbestos at Work Regulations 2002, the Asbestos (Licensing) Regulations as amended and the Control of Substances Hazardous to Health Regulations 1988 (COSHH) or any other current legislation covering the use of such substances in a working environment.
- 6.21 It is the Buyers or their removal contractors responsibility (i.e. Police, Ministry of Transport, Local Authority) to transport off site long/ wide loads, within sufficient time prior to the commencement of clearance period as stated in the Special Notes & Conditions.
- 6.22 The Buyer shall indemnify the Company and the Seller against any loss, damages, expenses, claims or liabilities arising directly or indirectly from the possession or use of the Lot after title to the Lot has passed to the Buyer but before it is removed from the Location.
- 6.23 All Lots are sold on the understanding that the Seller does not represent them as being in a condition which makes them suitable for domestic use. If any Lots are intended for domestic use the Buyer must ensure that they comply with the requirements of the Furniture & Furnishings (Fire) (Safety) Regulations 1988 and any subsequent amendments thereof or such other relevant statutory requirements or regulations as shall from time to time be in force.
- 6.24 The Buyer undertakes to comply with the provisions of the Data Protection Act 2018 in processing data held by them in connection with any Lot.

7. Default by the Buyer

- 7.1 If at any time the Buyer has failed to pay the sums specified in General Condition 5 above in full by the due date for payment, or to remove any Lot purchased by the Clearance Date and Time specified in the Special Conditions the Seller may rescind the Sale of that Lot, in which case any Deposit shall be forfeit, and that Lot may be resold.
- 7.2 If the Seller has rescinded the Sale but the Buyer has removed the Lot purchased, the Seller shall be entitled without previous notice to enter upon any premises where he believes the Lot to be and remove it.
- 7.3 If the Seller has rescinded the Sale and the Lot has been resold by the Auctioneer and/or the Company or by the Seller, the Buyer shall reimburse the Seller with any shortfall where: -
 - 7.3.1 the resale price less the Sale price; and
 - 7.3.2 the costs incurred by the Seller incidental to the resale.
- 7.4 If the Buyer fails to remove any Lot by the Clearance Date and Time specified: -
 - 7.4.1 the Seller may remove the Lot from the Location and leave it outside at the Buyer's risk in all respects;
 - 7.4.2 the Seller may charge the Buyer for the reasonable costs of storage:
 - 7.4.3 the Seller may charge the Buyer rent, taxes, men's wages and expenses incurred as a result of the Lot(s) remaining at the Location; and
 - 7.4.4 the Buyer shall indemnify the Seller against any loss, damages, expenses, claims or liabilities incurred by the Seller arising from the Buyer's failure to remove the Lot from the Location.

8. Acknowledgements and Exclusion of Warranties

- The Buyer acknowledges that in agreeing to purchase any Lot he is not relying on any warranties or representations made by the Seller or the Company or any of their employee's agents or representatives. All representations, warranties and conditions, express or implied, statutory or otherwise in respect of all and any of the Lots are expressly excluded and without limitation any warranties and conditions as to title, quiet possession, satisfactory quality, fitness for purpose and description are excluded to the fullest extent as permitted by law.
- 8.2 The Buyer further acknowledges that neither the Sellers nor the Company shall in any circumstances be liable to or to compensate the Buyer nor shall the Buyer be entitled to rescind the Sale or reject any Lot for an error omission or misstatement contained in the Catalogue and/or in the Special Conditions.
- 8.3 The Buyer also acknowledges that:
 - all the Lots are purchased on the basis that risk of good title to all or any of them passing to the Buyer is at the Buyer's risk and without limitation the Lots are sold subject to any claims, liens, distraint and execution and subject to all leasing, hire or hire purchase agreements and reservation of title claims (if any) in respect of them;
 - 8.3.2 if it shall be found that the Seller does not have title to all or any of the Lots the Buyer shall have no right to rescind, avoid or vary this agreement or to claim damages or a reduction in the price paid or payable;
 - 8.3.3 anything found in, under, near or in any Lot which is not specifically included in the description of the Lot remains the property of the Seller;
 - 8.3.4 any intellectual property rights or software subsisting in a Lot may be third party property and as such the Seller and/or the Company may be unable to effect transfer. The Buyer will not be authorised to use intellectual property rights or software and any such use or transfer shall be at the Buyers sole risk.
- .4 The Buyer undertakes that it shall ensure that any vehicle comprised in any Lot is in a roadworthy condition in accordance with the Road Vehicle (Construction and Use) Regulations 1986 and any subsequent amendments thereof or such other relevant regulations as shall from time to time be in force before using it on a public road. It is the Buyer's

- responsibility to remove Company logos and lettering from vehicles. Odometer readings are not warranted.
- 3.5 The Buyer acknowledges that any item of plant, machinery or equipment contained in the Lot(s) may not necessarily comply with any statutory requirements or regulations governing the use of that plant, machinery or equipment in their working environment. Neither the Seller nor the Company shall incur any liability to the Buyer because of any default or defect in all or any of the Lots. Buyers are entirely responsible for ensuring that the use of any item of plant, machinery or equipment does not contravene any health and safety and environmental legislation in existence at the time of the Sale.
- The Buyer acknowledges and agrees that the Company is acting only as agent of the Seller and it is expressly agreed and declared that no personal liability in connection with the Sale of any Lot or otherwise shall fall on the Company and the Buyer shall indemnify the Company against all and any liabilities arising under or in connection with the Sale of any Lot. Insolvency Practitioner(s), including Administrative Receiver(s), Administrator(s) and Liquidator(s) act as agent(s) for the Seller without personal liability and shall incur no personal liability whatsoever in relation to a Sale or pursuant to any document relating thereto.
- 8.7 The Buyer acknowledges and agrees that the Auctioneer does not represent any lot as being in a condition which makes it suitable for domestic use.
- 8.8 The Buyer acknowledges and agrees that the Auctioneer does not have nor professes to have any expert or other knowledge of any Lots sold.
- 8.9 The Buyer acknowledges and agrees that the Auctioneer is hereby excluded from any liability the Auctioneer might otherwise incur.
- 8.10 The Buyer acknowledges and agrees that no liability shall attach to the Auctioneer either in contract or in tort for loss of injury or damage legal or otherwise sustained by the Seller, any bidder, the Buyer or any other person by reason of any defect in any Lot sold, latent or otherwise, or any defect or danger of the premises where the Auction is held.
- 8.11 The Buyer agrees that the General Conditions and the exclusions which they contain are fair and reasonable bearing in mind that:-
 - 8.11.1 the Buyer must rely absolutely on the Buyer's own opinion and/or professional advice concerning the quality, state, condition, performance and functionality of the Lots any right, title or interest which is sold under the terms of these General Conditions, their fitness and suitability for any particular or any purpose, the possibility that some or all of them may have defects not apparent on inspection and examination including, without limitation, the presence of contamination and the possibility that the Buyer may not acquire title and the fact that the Buyer would have no remedy under this Agreement should that happen;
 - 8.11.2 the Buyer has available to it skilled professional advice and on that basis agrees to purchase a Lot for a consideration calculated to take into account amongst other things the risk to it represented by the fact that the parties believe that all the exclusions and limitations set out in these General Conditions would be recognised as being fully effective by the Courts and the Seller making it clear that it would not have agreed to sell any Lot on any other basis except for a higher consideration;
 - 8.11.3 the Buyer has been given every opportunity which might reasonably be expected to examine and inspect the Lots.
- 8.12 Notwithstanding anything else in these General Conditions, the Seller's and the Company's total liability under or in connection with the Sale of any Lot, whether in respect of breach of contract, tort (including negligence), breach of statutory duty or otherwise, including consequential loss, shall be limited in aggregate to the price paid for the Lot or if no price has been paid then the higher of the market value or reserve price for the Lot. This General Condition 8.12 does not apply to liability for death or personal injury.
- 8.13 The Buyer acknowledges that a Sale by Auction is not a consumer sale for the purposes of the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994) and the Unfair Contract Terms Act 1977 and the Buyer shall not seek to rely upon and conditions or warranties implied thereby or by any other legislation.

9. Entire Agreement

9.1 The parties agree that these General Conditions, the Special Conditions and the Catalogue constitute the entire agreement between them and supersedes all previous drafts agreements arrangements and understandings between them, whether oral or written.

10. Jurisdiction

0.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these General Conditions or its subject matter or formation (including non-contractual disputes or claim).

SPECIAL CONDITIONS OF SALE

Seller:

On the instructions of P E Pierce Esq and P Whitwam Esq of FRP Advisory LLP, The Joint Administrators of A&J Fabtech Ltd and Finance Companies

Location:

700 Bretton Park Way, Bretton Park Industrial Estate, Dewsbury, WF12 9BS and Brewery Street, Keighley, BD21 4JQ (Lot 9A - Bystronic Byspeed 3015 Laser Cutter Only)

Viewing:

From 10am to 4pm Monday 20 May 2019

Access to the Location is allowed on the understanding that all persons attend the Location entirely at their own risk and are responsible for and will indemnify the Seller and the Company against any losses damage or claims occasioned by their presence at the Location.

Children under the age of 16 will not be allowed access to the Location.

Registration:

All bidders must register their details with the Company and provide identification where required. In the case of Live Auctions by way of the registration form provided at the Live Auction or in the Catalogue and in the case of Online Auctions, online at the Website www.bidspotter.co.uk and <a href="h

Administration Fee:

We reserve the right to charge a fee of £25.00 plus VAT to change name and address details on invoices. To avoid this fee please ensure that the information is correct at point of registration on Bidspotter.

Bidding:

The General Conditions and the Special Conditions apply to all Sales by way of Auction, private treaty and tender and in the case of any Bids placed by way of an Online Auction stress that all Bidders must read and understand Bidspotter's terms and conditions of registration at www.bidspotter.co.uk and www.bidspotter.co.uk and

At the close of the timed Online Auction Sale final Bid figures will be submitted to the Seller for its approval and any Bid shall be subject to approval and acceptance by the Company and/or the Seller. No Bid may be withdrawn and the Company/Seller does not bind himself to accept the highest Bid or any other Bid placed in the course of the Online Auction Sale.

Buyer's Premium:

Buyers will pay a Buyer's premium of 15% (plus VAT) of the purchase price for each Lot purchased whether by Auction or, private treaty or tender. The Buyer's Premium is payable by the Buyer to the Company in accordance with the General Conditions and, for the avoidance of doubt is payable in addition to the purchase price for the Lot. The Buyer's Premium is not negotiable and is payable by all Buyers.

Deposit:

Buyers shall pay a deposit of 25% (plus VAT) of the purchase price for each Lot purchased as requested by the Company pursuant to the General Conditions and these Special Conditions.

Payment:

All Lots shall be paid for in full within 48 hours (two working days) of the invoice date and shall be at the Buyer's risk immediately upon the conclusion of the sale.

Telegraphic Transfer - Bank details for telegraphic transfer:

Account: Sanderson Weatherall LLP

Bank: Allied Irish Bank (UK) plc, Vantage Point, Hardman Street, Spinningfields, Manchester

Sort Code: 23-83-96

Account Number: 03526066 SWIFTCODE – AIBKGB2L IBANGB28AIBK23839603526066

<u>Cash</u> - In view of Money Laundering Regulations the Company reserves the right to refuse payment in cash. Payments in cash of more than £7,500 will not, in any circumstances, be accepted.

<u>Bankers Draft/ Cheques</u>: (made payable to Sanderson Weatherall LLP) will only be accepted on the basis that any Lots are not removed until cleared funds are in the Company's client account.

<u>Debit Cards:</u> The Company accepts debit cards for payment of invoices (maximum £2,500). The Company does <u>not</u> accept credit cards for payment of invoices.

All sums payable under the General Conditions and these Special Conditions are exclusive of any applicable VAT for which the Buyer shall be additionally liable to pay to the Company.

Registrations / Licenses / Transfer Fees:

Purchaser is responsible for ongoing / transfer costs.

Clearance:

All lots must be cleared without fail by 4pm THURSDAY 30 MAY 2019, such date and time being the Clearance Date and Time as referred to in the General Conditions, REMOVAL OF ALL LOTS WILL BE STRICTLY BY APPOINTMENT, please see the Company's invoice for contact details.

Collection from site is the Buyer's responsibility, the Company/Seller do not provide a packing/ delivery service.

Reserve Removal:

Lots sold subject to a reserve removal will either be indicated in the Catalogue with the date of availability or will be identified by the Auctioneer at the point of Sale. A Deposit will be payable as with other lots but in this instance payment in full can be left until five (5) working days prior to availability. Unless specified to the contrary such Lots must be removed from the Location not later than the Clearance Date and Time specified for final removal in these Special Conditions.

Fire Alarm:

In case of a fire alarm all visitors and contractors are to exit buildings and report to the Muster Point.

Smoking:

No smoking on site. Food and Drink is only to be consumed in designated areas.

Safety:

All persons including Buyers, their employees, agents, representatives and contractors are reminded that they are responsible for their own safety on site and enter at their own risk and should take the precaution of wearing protective clothing as appropriate.

Finance:

If Buyers wish to purchase Lots with the help of a finance company they should make arrangements well in advance of the Sale to ensure that they are able to make payment in accordance with the General Conditions.

Overseas Buyers:

Overseas Buyers should ensure that the country to which the items are destined: -

- holds no import restrictions on the goods to be purchased;
- has no import licence restrictions or a restriction on currency allocation;
- has no prolonged inspection procedure which might cause excess delay or refusal in allowing your goods to be imported.

Overseas Buyers will receive a fully descriptive invoice in order that they may arrange payment as soon as possible with the Company's bank, Allied Irish Bank (UK) Plc, Vantage Point, Hardman Street, Spinningfields, Manchester.

Overseas Buyers should employ a suitable freight forwarding organisation. Please note that many of the machinery removal companies in the United Kingdom are not necessarily freight forwarders. The [Seller and/or Company] will be pleased to advise accordingly.

The Company makes no representation and accepts no liability whatsoever to any Buyer in respect of the issuance or validity of any exportation or importation permits or the existence and exercise of exportation or importation regulations or any compulsory purchasing regimes.

VAT Payments and Returns:

All overseas Buyers (EU and non-EU) will be charged VAT at the current rate on each Lot purchased. This will be refunded to the overseas Buyer as soon as the Seller receives a copy of the bill of lading as proof of export, providing this documentation is received within 3 months of the sale date. The Seller is unable to refund the VAT on the Buyer's Premium to non-EU countries.

V.09.01.19

Lot	Description	Lot	Description
1	Bronx 200.220.10.H 160 tonne HYDRAULIC PRESS BRAKE, serial no. 30675, 12ft wide, with Sick infra-red light guards, safety fencing and tooling as fitted and on floor	9A	Bystronic BYSPEED 3015 CNC LASER CUTTER, serial no. 784, year of manufacture 2008, cap. 1500mm x 3000mm sheet size with Bysotronic Bylaser 4400 4.4kW CO ² laser, serial no.
2	MEP SHARK 512CCS HYDRA HORIZONTAL BAND SAW, serial no. 551245/46-0, year of manufacture 2014, 1190kg, with roller infeed and delivery tables		R0911860, year of manufacture 2009; Bysotronic Bytrans 3015 auto loading/ unloading station, serial no. 59, year of manufacture 2008; Ernest Furrer WKL430 twin fan chiller unit, serial no. 0430.012/15260, 24.8kW; Donaldson Torit
3	Kerf RUR 2500 PLASMA PROFILE CUTTER, serial no. 02021, year of manufacture 2018, with Lincoln Electric Spirit 11 275 power source, serial no. 05280118, year of manufacture 2018, dust extraction/ collection unit, Hi.Line Atacama 35 filter unit, serial no. C16-0757, year of manufacture 2017 (kindly offered for sale	DCE Model DFPRO 6-SF collection unit, serial no. 6 manufacture 2009, 5.5kW control screen known to be monitor currently in use) (permission on behalf of a	DCE Model DFPRO 6-SPRK-R dust collection unit, serial no. 60101474, year of manufacture 2009, 5.5kW (please note control screen known to be faulty, substitute monitor currently in use) (offered by kind permission on behalf of another vendor) lot located at Brewery Street, Keighley, BD21
4	on behalf of another vendor) Biko 2021 B3 PYRAMID POWERED TRIPLE ROLL BENDING MACHINE,	10	Lorch S5 Pulse XT Mig Welding Rectifier, serial no. 4085-2714-0001-4, with wire feed unit
5	serial no. 16095371-5302, year of manufacture 2017, 2060mm wide on rolls	11	Lorch Micormig 400 Mig Welding Rectifier, serial no. 4062-2631-0004-6, with wire feed unit
5	Key 4m x 4m HD SUB ARC COLUMN & BOOM WELDER, serial no. 2216, with Lincoln Idealarc DC-1000 welding rectifier, with approx. six floor mounted steel tracks and power take-off channel (kindly offered	12	Lorch Micormig 400 Mig Welding Rectifier, serial no. 4062-2649-0021-8, with wire feed unit
6	for sale on behalf of another vendor) Schwarze-Wirtz CNC 80 DB CNC AUTOMATIC TUBE COLD BENDING	13	Lorch S5 Pulse XT Mig Welding Rectifier, serial no. 4085-2714-0002-1, with wire feed unit
	MACHINE, serial no. 78804, understood to have capacity of 85mm dia. x 5mm, with tooling on pallet	14	Lorch Micormig 400 Mig Welding Rectifier, serial no. 4062-2631-0003-9, with wire feed unit
7	7 Lincoln Electric RDA-MM3030 COLUMN & BOOM WELDER, serial no. JM-0302, with Lincoln Electric DC1000 welding rectifier, V-Travel 2300mm, H-Travel 3000mm, overhead height 4050mm, with six floor mounted steel tracks and power take-off channel	15	Lorch Micormig 400 Mig Welding Rectifier, serial no. 4062-2649-0023-2, with wire feed unit
		16	Lorch Micormig 400 Mig Welding Rectifier, serial no. 4062-2631-0005-3, with wire feed unit
8	MEP SHARK 282 HORIZONTAL BAND SAW, serial no. 551507/44V, year of manufacture 2014, with infeed and delivery roller conveyoring	17	Lincoln Electric Powtec 425S Mig Welding Rectifier, serial no. P1160403262, with wire feed unit and Coolarc 25 unit
9	Piranha P70 HYDRAULIC IRON WORKER, serial no. P70-994, with tooling as set out	18	Nexus NXM420 Mig Welding Rectifier, serial no. 71533624X, with wire feed unit

Lot	Description	Lot	Description
19	Kemppi KempoWeld 4200W Mig Welding Rectifier, serial no. 1299276T, with wire	44	Pewag Two Leg Chain Sling, approx. 4m long, with tensioners
20	feed unit Kemppi KempoWeld 5500W Mig Welding	45	Kuplex Single Leg Chain Sling, approx. 2m long
	Rectifier , serial no. 1472550X, with wire feed unit	46	Pewag Two Leg Chain Sling, approx. 6.4m long, with tensioners
21	Kemppi KempoWeld 5500W Mig Welding Rectifier, serial no. 1855463B, with wire feed unit	47	Pewag Two Leg Chain Sling, approx. 5m long (no tensioners)
22	Kemppi KempoWeld 5500W Mig Welding Rectifier, serial no. 1493440X, with wire	48	Winner Two Leg Chain Sling, approx. 4.3m long, with tensioners
00	feed unit	49	Pewag Two Leg Chain Sling, approx. 2.8m long, with tensioners
23	Kemppi MasterTig AC/DC 3500W Tig Power Source, serial no. 1570620X, with	50	Fabricated Steel Bench, 1.8m x 900mm
24	trolley ONE PAIR OF WELDING ROTATORS,	51	Fabricated Steel Four Compartment Bin, with contents including steel packers
25	understood to have capacity of 10,000kg Fabricated Steel Rack, approx. 2.1m x	52	Plastic Stacking Bins, with louvred steel wall rack
26	800mm x 2.5m high Two Tubular Steel Framed Welding Screens, each approx. 1.85m x 1.8m high	53	Floor/ Wall Mounted Fabricated Steel Screen, approx. 8m x 2050mm high, with LED floodlight and fluorescent light
27	Two Assorted Tubular Steel Framed	54	Six Plastic Wheelie Bins
	Welding Screens	55	Abac Spinn 11kW Horizontal Receiver
28	Tubular Steel Framed Welding Screen, approx. 3m x 2m		Mounted Air Compressor , serial no. ITR0132769, 1.65m³/min free air delivery, 05192 indicated hours (at time of listing)
29	Two Tubular Steel Framed Welding Screens, each approx. 3m x 1.95m high	56	Abac Spinn 11kW Horizontal Receiver
30	Two Tubular Steel Framed Welding Screens, each approx. 3m x 1.95m high		Mounted Air Compressor, serial no. ITR0132009, 1.65m³/min free air delivery, 04211 indicated hours (at time of listing)
31	Alloy Scaffold Tower, with equipment on pallet	57	Abbott Vertical Welded Steel Air Receiver, serial no. A34052, approx. 750mm dia. x
32	Double Door Steel Cabinet		1.7m high
33	Fabricated Steel Rack, approx. 2.5m x 500mm x 1.4m high	58	RD Refrigerated Air Dryer
34	Floor/ Wall Mounted Welding Screen,	59 60	Stainless Steel Off-cuts, on pallet
0.5	approx. 4m x 2.1m high	00	Fork Lift Truck Tip Skip, with stainless steel off-cut contents
35	Multi-Compartment Steel Rack, approx. 2.55m x 510mm x 1.35m high, with contents including nuts, bolts and washers	61	Fork Lift Truck Tip Skip, with mild steel off- cut contents
36	Pillar Mounted Retractable Oxy/Acetylene Welding Boom, approx. 5m	62	Fork Lift Truck Tip Skip, with mild steel off- cut contents
37	Pewag Two Leg Chain Sling, approx. 2.5m long, with tensioners	63	Mainly Stainless Steel Angle, as set out comprising mainly approx. 35mm x 3.8m sections
38	Pewag Two Leg Chain Sling, approx. 3.5m long, with tensioners	64	Six Lengths 316 Stainless Steel Section, each length 50mm x 20 x 4.2m long
39	Pewag Two Leg Chain Sling, approx. 4.7m long, with tensioners	65	Approx. Four Lengths of Stainless Steel Angle, each approx. 100mm x 100mm
40	Pewag Two Leg Chain Sling, approx. 8m long, with tensioners	66	Stainless Steel Angle, as set out, mainly 35mm x 35mm x 3.8m long
41	Weissemfels Two Leg Chain Sling, approx. 3.7m long, with tensioners	67	Optimum Opti Drill B 23 Pro Bench Drill, with steel stand, machine vice and two
42	Pewag Four Leg Chain Sling, approx. 2.9m long, with tensioners	68	roller feed stands Stainless Steel Sheet, in one stack, each
43	Pewag Two Leg Chain Sling, approx. 5m long, with tensioners		sheet approx. 4m x 2m

Lot	Description	Lot	Description
69	Stainless Steel Sheet, in one stack, each sheet approx. 4m x 2m	96	One Pair of Steel Trestles, each approx. 1.5m x 850mm high
70	Stainless Steel Sheet, in one stack, each sheet approx. 4m x 2m30	97	One Pair of Steel Trestles, each approx. 2m x 850mm high
71	Stainless Steel Sheet, in one stack, each sheet approx. 4m x 2m	98	One Pair of Steel Trestles, each approx. 1.3m x 810mm high
72	Galvanised Steel Sheet, in one stack, each sheet approx. 2.5m x 1.25m	99	Fabricated Steel Jig, approx. 4.9m long
73	Stainless Steel Components, on one pallet	100	DAG 230-D Portable Electric Angle Grinder, 110V
74	2500kg Hand Hydraulic Pallet Truck, with 1.1m x 530mm forks	101	DAG 230-D Portable Electric Angle Grinder, 110V
75	250kg Hand Hydraulic Pallet Truck, with forks 1.15m x 540mm	102	DAG 230-D Portable Electric Angle Grinder, 110V
76	One Pair of Steel Trestles, each approx. 1m x 730mm high	103	Bosch GWS22 230H Portable Electric Angle Grinder, 110V
77	One Pair of Steel Trestles, each approx. 1.8m x 800mm high	104	DAG 230-D Portable Electric Angle Grinder, 110V
78	One Pair of Steel Trestles, each approx. 1.3m x 800mm high	105	DAG 230-D Portable Electric Angle Grinder, 110V
79	One Pair of Steel Trestles, each approx. 1.75m x 800mm high	106	DAG 230-D Portable Electric Angle Grinder, 110V
80	One Pair of Steel Trestles, each approx. 1.5m x 800mm high	107	Bosch Portable Electric Angle Grinder, 110V
81	Two Steel Trestles, each approx. 1.8m x 800mm high	108	Bosch Portable Electric Angle Grinder, 110V
82	One Pair of Steel Trestles, each approx. 1.5m x 850mm high	109	Bosch Portable Electric Angle Grinder, 110V
83	One Pair of Steel Trestles, each approx. 2m x 800mm high	110	Bosch Portable Electric Angle Grinder, 110V
84	One Pair of Steel Trestles, each approx. 1.3m x 800mm high	111	Bosch Portable Electric Angle Grinder, 110V
85	One Pair of Steel Trestles, each approx. 1.3m x 800mm high	112	Bosch GWS 22-150 Portable Electric Angle Grinder, 110V
86	One Pair of Steel Trestles, each approx. 1.3m x 800mm high	113	Plastic Bund Strand, approx. 1m x 600mm, with contents, absorbent granules and part
87	One Pair of Steel Trestles, each approx. 1.3m x 800mm high	114	drum cutting oil Galvanised Sheet, as set out, each approx.
88	One Pair of Steel Trestles, each approx.		2.5m x 1.25m
89	1.8m x 800mm high One Pair of Steel Trestles, each approx.	115	Lincoln Mobilflex 200-M Portable Fume Extraction Unit, 110V
	1.3m x 800mm high	116	Lincoln Mobilflex 200-M Portable Fume Extraction Unit, 110V
90	One Pair of Steel Trestles, each approx. 1.3m x 800mm high	117	Lincoln Mobilflex 200-M Portable Fume Extraction Unit, 110V
91	Three Steel Trestles, each approx. 1.3m x 800mm high	118	Fabricated Steel Bench, approx. 1.84m x
92	One Pair of Steel Trestles, each approx. 1.8m x 800mm high	119	1.1m, with plate steel topMobile Steel Cabinet, approx. 1.06m x
93	One Pair of Steel Trestles, each approx. 1.8m x 800mm high	120	760mm x 1.05m high Multi-Drawer Steel Rack, approx. 720mm x
94	One Pair of Steel Trestles, each approx. 1.5m x 800mm high	120	430mm x 1.3m high, with contents including taper drills and taps
95	One Pair of Steel Trestles, each approx. 1.8m x 800mm high	121	Steel Bench, approx. 1.34m x 800mm
		122	Mobile Bench, approx. 1.06m x 750mm
		123	Mobile Bench, approx. 1.06m x 750mm

Lot	Description	Lot	Description
124	Single Sided Rack, approx. 1.5m wide	159	Portable LPG Heat Gun
125	Mobile Bench, approx. 1.06m x 750mm	160	Portable Pneumatic Chisel
126	Mobile Bench, approx. 1.06m x 750mm	161	Portable Pneumatic Grinder
127	Two Trolleys, with multi-drawer cabinet	162	Portable Electric Milling Weld Prep Unit
128	Single Door Steel Cabinet	163	GDC Mini Portable Pneumatic Prepping Unit, with steel case
129 130	Four D-Shackles, with girder lifting clamp Four Plate Lifting Clamps	164	Rems Tiger Portable Pneumatic Reciprocating Saw, with steel case
131	Two Plate Lifting Clamps	165	Clarke Pipe Screwing Equipment, in one
132	Two Plate Lifting Clamps		box
133	Two Plate Lifting Clamps	166	Pipe Viping Equipment, in two steel cases
134	Two Clamps, with spreader beam	167	Clarke Strong Arm 10ton Hydraulic Repair
135	Slings & Shackle, as set out	100	Equipment, in steel case
136	Double Door Steel Bench, 1060mm x 750mm	168	Steel Bench, approx. 1.4m x 1.25m, with steel plate top
137	Double Door Steel Cabinet	169	Steel Bench, approx. 1.6m x 1.1m, with steel plate top
138	Steel Bench, approx. 1.33m x 910mm, with double door steel cabinet	170	Steel Bench, approx. 1.4m x 1.25m, with steel plate top
139	Double Door Steel Cabinet	171	Steel Bench, approx. 1.25m x 1.35m, with
140	Fabricated Steel Bench, approx. 600mm x 600mm, with two engineers bench vices	172	steel plate top Steel Bench, approx. 1.4m x 1.24m, with
141	Steel Bench, approx. 2.02m x 610mm		steel plate top
142	Single Door Mobile Cabinet	173	Steel Bench, approx. 1.63m x 1.1m, with
143	Steel Bench, approx. 1.6m x 1.09m, with plate steel top and multi-door steel cabinet	174	steel plate top Cast Iron Top Bench, approx. 1.03m x
144	Steel Four Drawer Filing Cabinet, with hinged door	175	1.04m Pillar Mounted Retractable Oxy/Acetylene
145	Mobile Steel Bench, approx. 1.05m x 750mm	176	Welding Boom, approx. 5m Pillar Mounted Retractable Oxy/Acetylene
146	Mobile Steel Bench, approx. 1.05m x 750mm	177	Welding Boom, approx. 5m Assorted Face Masks & Equipment, as set
147	Mobile Steel Bench, approx. 1.05m x	177	out on bench
	750mm	178	Mainly Airkos Air Masks & Equipment, on bench
148	Double Ended 300mm Grinder	179	Assorted Welding Equipment and
149	Steel Bench, approx. 1.33m x 800mm		Components, on bench
150	Mobile Double Door Steel Cabinet, 1.05m x approx. 780mm	180	Assorted Hand Tools & Equipment, on bench
151	Mobile Double Door Steel Cabinet, 1.05m x approx. 780mm	181	Assorted Abrasive Discs, as set out
152	Steel Bench, approx. 1.33m x 900mm	182	Assorted Clamps, as set out
153	Welding Jigs & Fabricated Steel Frames, as	183	Hilti Portable Electric Angle Grinder, 110V
	set out in one area	184	Hilti Portable Electric Angle Grinder, 110V
154	Two Dynafile #11000 Portable Pneumatic Files, with steel case	185 186	Hilti Portable Electric Angle Grinder, 110V
155	Wickes Portable Electric Circular Saw,	187	Hilti Portable Electric Angle Grinder, 110V
	240V	188	Hilti Portable Electric Angle Grinder, 110V
156	Three Fuji Portable Pneumatic Pipe Bevelling Units	189	Bosch Portable Electric Angle Grinder, 110V
157	Three Bottle Jacks		110V
158	Three Sip Portable Pneumatic Needle Guns	190	Bosch Portable Electric Angle Grinder, 110V

Lot	Description	Lot	Description
191	Bosch Portable Electric 230mm Angle	228	Steel Bench, fitted engineers bench vice
101	Grinder, 110V	229	Strap Banding Equipment, with trolley
192	Assorted Gauges, as set out	230	Strap Banding Equipment, with trolley
193	Hilti DX351BT Cartridge Gun	231	Strap Banding Equipment, with trolley
194	Ridgid Micro CD-100 Combustible Gas Detector	232	Mobile A-Frame Double Sided Rack, with lifting straps and equipment
195	Oxy/ Acetylene Cutting Torch, with hose	233	Single Sided Rack
196	Oxy/ Acetylene Cutting Torch, with hose	234	0-20mm Plate Lifting Clamp
197	Stihl RE119 Portable Electric Pressure	235	2t 0-25mm Plate Lifting Clamp
198	Washer, 240V	236	2t 0-25mm Plate Lifting Clamp
190	Portable Pressure Washer, with Honda GX200 petrol engine	237	Single Sided Rack, with contents including
199	Clarke Devil 850 LPG Space Heater, 110V	000	lifting equipment
200	One Pair of Fork Extensions, each 1.5m long	238	Pillar Mounted Retractable Oxy/Acetylene Welding Boom, approx. 5m
201	1000kg Magnetic Permalift Lifting Unit	239	Pillar Mounted Retractable Oxy/Acetylene Welding Boom, approx. 5m
202	Fork Lift Truck Channel Lifting Unit	240	Single Door Steel Cabinet
203	Karcher K2.99 Pressure Washer, 240V	241	Spill Kits & Equipment, as set out
204	13 Rise Alloy Ladder	242	Rubber Pipe Gaskets, as set out on pallet
205	Lyte ELT235 Alloy Extension Ladder	243	Pipe Protection Caps, on one pallet
206	Three Walk Boards	244	Empty Equipment Boxes, on one pallet
207	Two Folding Alloy Platforms	245	MEC Brown 75 Cold Saw
208	L-Shaped Steel Plate, approx. 2.5m x 1.2m x 2.5m high	246	GBC Edge Milling Unit, serial no. E0732A
209	L-Shaped Steel Plate, approx. 2.5m x 1.2m	247	Plastic Bund Stand, with part drums
	x 2.5m high	248	LPG Burners & Hose, on pallet
210	Double Door Steel Cabinet	249	Steel Bench, approx. 1.8m x 900mm
211	Welding Screen, approx. 4m x 2.1m high	250	Steel Bench, 740mm x 590mm
212	Welding Screen, approx. 4m x 2.1m high	251	Arena Tube Manipulation Control System
213	Welding Screen, approx. 4m x 2.1m high	252	Mobile Screen, approx. 1.2m x 2.13m high
214	Welding Screen, approx. 4m x 2.1m high		<u>STORE</u>
215	Extension Cables & Electrode Holders/ Leads, on pallet	253	Timber Rack, with contents including straps, drills and equipment
216	Electric Extension Cables, on pallet	254	Strap Banding & Equipment, on one shelf of
217	Electric Extension Cables, on pallet	OFF	rack
218	Electric Extension Cables & Splitter Boxes, on pallet (110V)	255	Remaining Loose Contents of Four Steel Racks, including items on floor under rack
219	Hose, on two pallets	256	Hand Hydraulic Pipe Bender
220	Welding Leads, on pallet	257	Evolution 355 Raptor 14in. Cut-off Saw
221	Plastic Wheelie Bin & Contents, comprising assorted cables	258	Dynabrade Portable Pneumatic Linishing Unit, with steel case
222	Beam Trolley	259	L-Tech Tig 320 DC Welding Rectifier
223	Twin Bottle Truck	260	Lincoln Cool Arc 25 Cooling Unit
224	Twin Bottle Truck	261	Assorted Welding Leads & Equipment, as set out
225	Twin Bottle Truck	261A	Four Fabricated Steel Three Tier Racks,
226	Twin Bottle Truck, with oxy/ acetylene cutting torch and equipment	201A	each 1.5m x 600mm x 2m high (reserve removal till contents cleared)
227	Twin Bottle Truck, with oxy/ acetylene cutting torch and equipment	262	Band Saw Blades, as set out

Lot	Description	Lot	Description
	STORE		YARD AREA
263	Double Door Cupboard & Contents	294	Ford TRANSIT 350 LWB DIESEL RWD
264	Double Door Cupboard & Contents		TDCi 125ps DROPSIDE PICKUP, registration no. AJ13 FAB, date first
265	Double Door Cupboard & Contents		registered March 2013, indicated mileage
266	Double Door Cupboard & Contents		060665 (at time of listing), with 3.65m dropside body and alloy sides 400mm deep
267	Double Door Cupboard (no contents)	295	STEEL CONTAINER, approx. 2.1m long
268	Double Door Cupboard & Contents		(reserve removal till contents cleared)
269	Double Door Cupboard & Contents	296	Steel Bench, fitted Record No. 25
270	Three Bay Angle Steel Rack & Contents	297	engineers bench vice
271	Norbar 5R Torque Wrench & Case	291	Loose Contents of Five Bay Steel Rack (excluding Retention of Title item)
272	Band Saw Blades, as set out	298	Trojan M79:1/Hydraulic Ratio Pump Unit,
	STORE		serial no. TM938, with steel stand
273	Oerlikon Welding Flux, on pallet	299	Two x 10,000kg WLL 6M Lifting Straps
274	Electrode Heating Quiver, 110V	300	Engineers Bench Vice
275	Residual Loose Contents of Steel Rack, including mainly welding wire and	301	Loose Contents of Five Bay Angle Steel Rack
276	electrodes Three Section Multi-Tier Rack, approx.	302	Two Multi-Bay Angle Steel Racks (reserve removal till contents cleared)
	3.1m long (reserve removal till contents cleared)	303	Multi-Compartment Steel Rack, with contents
277	Mitre HT3 Electric Electrode Cabinet, 240V, 3000W, with steel stand and residual contents	304	Loose Contents, at end of container, including steel bench
278	HP Pentium Personal Computer (hard disk	305	Submersible Pump, 110V
-	removed), with flat screen monitor,	306	Four Bay Bottle Cage
070	keyboard, mouse and speakers	307	40FT STEEL SHIPPING CONTAINER, with
279 280	Steel Rack, with welding rod contents	200	timber flooring
281	Angle Grinder, with engraver	308	Quantity of Various Lifting Chains, Eye Bolts, Hooks etc. to steel bin
	Harnesses & Equipment, as set out on floor and on wall	309	40FT STEEL SHOPPING CONTAINER , with timber flooring, lighting & fitted racking
282	Steel Four Drawer Filing Cabinet, with single pedestal desk, fabric upholstered typist chair and steel bench	310	20FT STEEL SHIPPING CONTAINER, with timber floor, lighting and fitted workbench
	METER ROOM	311	Fabricated Steel Four Drawer Tool Cabinet,
283	Flood Lights, with tripod and small flood		with steel double door cabinet
	light, each 110V	312	Eller ELPRE1 Manual Lever Hoist, 3000kg cap., year of manufacture 2016
284	Hand Swaging Machine	313	Four Wall Mounted Lin Bin Racks, Quantity
285	Commercial Vehicle Access Ladder	010	of Lin Bins & Contents, including washers,
286	Two Tier Card Dispensing Rack, with card		bolts, nuts, bungs, motor covers, clips etc.
287	Ratchet Clamps & Equipment, as set out	314	6in. Engineers Vice
288	Assorted T-Bar Sash Clamps, as set out	315	Quantity of Taper Shank Drills
289	Assorted T-Bar Sash Clamps & Extensions, as set out	316	30ft Jackleg Site Office Cabin, with contents (excluding paperwork)
290		317	Pair of Welding Rotators (non-powered)
291	Assorted T-Bar Sash Clamps, as set out	318	Steel Fuel Tank, 2.5m x 1.5m x 0.95m (open top)
292	Assorted Cables, as set out	319	Quantity of Formed Steel & Galvanised
293	Walk Board		Plate, as set out on five pallets
		320	Fabricated Steel Beam, 11m, with two steel tanks

Lot	Description	Lot	Description
321	Cast Steel Bed & Quantity of Steel Components, as set out		FIRST FLOOR GENERAL OFFICE
322	Quantity of Fabricated Steel, as set out	351	Acer S271HL 27in. Monitor
323	Fabricated Steel Five Tier Two Section Stock Rack	352	Lenovo Thinkcentre Tower Personal Computer (hard disk removed), with Ilyama
324	Galvanised Steel Three Tier Three Section Stock Rack	353	Prolite X278 HSU monitor HP ProDesk 400 G3 MT Business Tower
325	Galvanised Steel Three Tier Four Section Stock Rack		Personal Computer (hard disk removed), with Acer S271HL 27in. monitor
326	Quantity of Scaffolding Forming Spray Booth	354	HP Intel Core i3 Desktop Personal Computer (hard disk removed), with Benq GL2760H monitor
327	Steel Angle Plate, Five Steel Trestles, Steel Bench & Steel Cabinet	355	Benq GL2760H 27in. Monitor, with Benq GL2580-B monitor, twin head screen stand
328	Two Steel Containers, with forklift eyelets		and Dell PR02X laptop docking station
329	18 Various Size Fabricated Steel Trestles, with four v-stands	356	Dell Precision T3400 Core 2 Quad Tower Personal Computer (hard disk removed), with Pana Cl. 2760H, 27in, manitor and Pall
330	RSJ Girder Framework, with four stanchions and 11 galvanised steel cross beams, 3.4m x 6.5m x 6.3m	357	with Benq GL2760H 27in. monitor and Dell E156FPC monitor
331	Two Steel Spreader Beams, 7m	337	Samsung Syncmaster S22B150 22in. Monitor
332	Four Fabricated Steel Trestles, with two v- stands and welding screen frame	358	Benq GW2760S 27in. Monitor & Monitor Stand
333	Two Fabricated Steel Work Stands & Steel Screen, 4m x 1.8m	359	Benq GL2580-B 25in. Monitor & Benq GW2270 Monitor
334	Quantity of Nylon & Rubber Wheels, as set	360	Illyama Prolite X2783HSU 27in. Monitor
	out on three pallets	361	Benq GL2580-B 25in. Monitor
335	Quantity of Hard & Soft Wood, to bin	362	Acer S275HL 27in. Monitor
336	Galvanised Steel Formed Channels, eight x 8.7m, three x 5.2m and nine x 3.2m	363	Quantity of Various Cables & Leads
337	Quantity of Galvanised Steel Cable Trays	364	Benq GL2760H 27in. Monitor
338	Steel Forklift Truck Tipping Skip &	365	Benq GW2870 28in. Monitor
	Contents, including mild steel scrap	366 367	Benq GW2870 28in. Monitor
339	Approx. 20 Galvanised Steel Rail Posts, 1.1m	307	Dell Precision M4600 Laptop (hard disk removed), with Intel core i7 VPro processor (no cables)
340	1200mm dia. Slew Ring	368	Toshiba Satellite Pro C650 Laptop (hard
341 342	Quantity of Stainless Steel Plate, to pallet Three Curved Galvanised Steel Plates,		disk removed), with Intel Core 2 Duo Processor (no cables)
	2.5m	369	Dell Laptop (No ID/ Model) (no cables)
343	Fabricated Steel Test Rig, 3.1m	370	HP Probook 450 G4 Laptop (no cables)
344	Fabricated Steel Bogey, 4m x 4m	371	HP Probook 450 G4 Laptop (no cables)
345	Quantity of Various Steel, to include plate, box, chequer, as set out	372	Four Station Pod, comprising four beech effect curved work stations, 1800mm, four beech effect three door pedestals, four blue
346	Harlequin 1400FS POLYPROPYLENE FUEL TANK, 1400 litre cap., with any residual contents		upholstered swivel office chairs
347	Fabricated Steel Five Tier Sheet Rack, 4m wide, with contents	373	Four Station Pod, comprising four beech effect curved work stations, 1800mm, four beech effect three door pedestals, four blue
348	Fabricated Steel Five Tier Sheet Rack, 2.5m wide, with contents		upholstered privacy screens and four upholstered swivel office chairs
349	Quantity of Various Timber Off-cuts, as set out	374	Two Beech Effect Curved Work Stations, 1800mm, one beech effect curved work station, 1600mm, two four drawer pedestals
350	Fabricated Steel Open Top Tank, with forklift eyelets, 5m x 2.5m		and three blue upholstered swivel office chairs
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Lot	Description	Lot	Description
375	Two Beech Effect Curved Work Station, 1800mm, with beech effect three door pedestal, two blue upholstered privacy screens and two upholstered swivel office chairs	396	Beech Effect Shutter Front Cabinet, 2000mmm
		397	Beech Effect Shutter Front Cabinet, 2000mm
376	Two Beech Effect Curved Work Stations,	398	Dymo Label Writer 450 Turbo Label Printer
	1800mm, with three beech effect four drawer pedestals and two upholstered swivel office chairs	399	Beech Effect Curved Work Station, with two beech effect four drawer pedestals and upholstered swivel office chair
377	Two Beech Effect Curved Work Stations, 1800mm, with two beech effect four drawer	400	Leather Three Seater Corner Unit, with glass top coffee table
	pedestals, two blue upholstered privacy screens and two upholstered swivel office chairs		GROUND FLOOR GENERAL OFFICE
378	Beech Effect Curved Work Station,	401	Canon iPF750 Plotter
	1800mm, with four drawer pedestal and	402	Illayma Prolite X2472HD 24in. Monitor
379	blue upholstered swivel chair Quantity of Various Office Stationery	403	Hanns-G HG191D Monitor & Dell E1773 FPF Monitor
380	Three Texet A4 Laminators & GMP	404	Benq EW2775-B 27in. Monitor
	Laminator	405	Acer KA240HQ 24in. Monitor
381	Four Desktop Fans	406	Dell P2424hb 24in. Monitor
382	Panasonic 900W Microwave Oven, with Fridigaire R5303B under counter	407	Dell P2417H 24in. Monitor
	refrigerator, two slice toaster and kitchen sundries	408	Dell Inspiron i5 Laptop (hard disk removed) (no cables)
383	16 Various Waste Bins	409	Dell PR03X Laptop Docking Station, with
384	Aluminium Laser Level Tripod & Telescopic Measuring Staff	410	four keyboards and three mice Salter Brecknell Bench Scale, with PS-50
385	GBC CombBind C366 Manual Comb Binder & Q Combs	411	digital read out, 50kg cap. NEC NP100 Multimedia Projector, with LED
	MEETING ROOM		projector
386	Toshiba 48in. LCD Television, with wall	412	Two Dry Wipe Boards, 1200mm x 900mm
	bracket	413	Quantity of Various Office Stationery
387	A-Frame Flipchart	414	Dyson Cool Tower Fan
388	Teak Effect Boardroom Table, 3m x 1.1m, with eight upholstered meeting chairs	415	Dyson Cool 300mm Desk Fan
389	Polycom Sound Station IP6000	416	Proline Mobile Air Conditioning Unit
309	Conference Telephone	417	Audi Q5 (2017) Roof Bars
	RECEPTION OFFICE	418	Edward Cylinder Vacuum Cleaner
390	HP Intel Pentium Desktop Personal Computer (hard disk removed), with	419	Panasonic 900W Microwave Oven, with kitchen sundries
	Samsung S22D300 22in. monitor	420	Two Beech Effect Desk Height Bookcases, 1200mm, with meeting table, 1800mm x
391	HP Proliant Microserver Gen8 Server		1000mm and two upholstered meeting
392	HP Prodesk Intel Core i3 Desktop Personal Computer (hard disk removed), with HP ProDisplay P222va monitor and HP L1706 monitor	421	chairs Remaining Office Furniture, including beech effect curved work station, two four drawer
393	Lenovo Thinkcentre Intel Core i3 Tower Personal Computer (hard disk removed), with Acer K252HL 24in. monitor		filing cabinets, two four drawer pedestals, four drawer plan chest, double door cupboard and two bookcases
394	Two Beech Effect Curved Work Stations, 1800mm, with two beech effect three drawer pedestals, two upholstered swivel office chairs and privacy screen		
395	Beech Effect Side Cabinet, 1200mm		

Lot	Description	Lot	Description
	MEETING ROOM	442	Homegear Mobile Air Conditioning Unit
422	A-Frame Flipchart, with dry wipe board and baize noticeboard	443	Panasonic 900W Microwave, with mini refrigerator, kettle and toaster
423	Toshiba 48in LED Television, with wall bracket	444	Three Beech Effect Pedestal Desks, with three upholstered swivel chairs and four
424	Beech Effect Curved Meeting Table, 2400mm x 1200mm, with eight metal framed upholstered meeting chairs	445	drawer pedestal Four Various Beech Effect Desks, with two pedestals and three upholstered swivel
425	Polycom Sound Station IP5000 Conference Telephone		chairs <u>CRANEAGE</u>
	WORKS OFFICE	446	Street TWIN GIRDER OVERHEAD
426	Dell Poweredge R630 IDRAC Quick Sync Rack Mount Server, with Intel Xeon processor (kindly offered for sale on behalf of another vendor)		TRAVELLING CRANE, serial no. Z328901B, year of manufacture 2008, 20 tonne cap., with electric chain hoist and wired pendant control (see lot 448) (reserve removal – NOTE: the final
427	Dell 1098-001 Rack Mount Console, 18.5in display (kindly offered for sale on behalf of another vendor)		highest bid on this lot will be recorded and is subject to the sale of the building – please contact Mark Rowlands, tel:
428	Dell Poweredge R630 IDRAC Quick Sync Rack Mount Server, with Intel Xeon processor (kindly offered for sale on behalf of another vendor)	447	07725 790 912, for further information) Street TWIN GIRDER OVERHEAD TRAVELLING CRANE, serial no. Z328901A, year of manufacture 2008, 20
429	Dell Compellent SC220 Rack Mount Server, with 24 X 1.92TB SSD cards (kindly offered for sale on behalf of another vendor)		tonne cap., with electric chain hoist and wired pendant control (see lot 448) (reserve removal – NOTE: the final highest bid on this lot will be recorded and is subject to the sale of the building
430	Dell Poweredge R730 Rack Mount Server, with Intel Xeon processor (kindly offered for sale on behalf of another vendor)	440	- please contact Mark Rowlands, tel: 07725 790 912, for further information) Double Sided Sectional Steel RSJ Girder
431	Dell SC4020 Rack Mount Server, with 24 x 1.92TB SSD cards (kindly offered for sale on behalf of another vendor)	Crane Runway, each long (reserve remova highest bid on this l	Crane Runway, each side approx. 55m long (reserve removal – NOTE: the final highest bid on this lot will be recorded
432	Dell Poweredge R630 Rack Mount Server, with Intel Xeon Processor (kindly offered for sale on behalf of another vendor)		and is subject to the sale of the building – please contact Mark Rowlands, tel: 07725 790 912, for further information)
433	Dell Poweredge R630 Rack Mount Server, with Intel Xeon Processor (kindly offered for sale on behalf of another vendor)	449	45m Sectional Busbar (reserve removal – NOTE: the final highest bid on this lot will be recorded and is subject to the sale of the building – please contact
434	Brocade 300 16 Port LAN Switch (kindly offered for sale on behalf of another vendor)		Mark Rowlands, tel: 07725 790 912, for further information)
435	Brocade 300 16 Port LAN Switch (kindly offered for sale on behalf of another vendor)	450	Street TWIN GIRDER OVERHEAD TRAVELLING CRANE, serial no. Z328902A, year of manufacture 2008, approx. 21m span, 15 tonne cap., with
436	Dell MPU2016 KVM Switch (kindly offered for sale on behalf of another vendor)		electric chain hoist and wire pendant control (see lot 453) (reserve removal – NOTE: the final highest bid on this lot will be
437	Lenovo Thinkcentre Desktop Personal Computer (hard disk removed), with Intel Core i3 processor and Benq GW2270 22in. monitor		recorded and is subject to the sale of the building – please contact Mark Rowlands, tel: 07725 790 912, for further information)
438	Dell Inspiron Laptop (hard disk removed) (no cables)		
439	Benq GL2760H 27in. Monitor		
440	HP Desktop Personal Computer, with Benq G920WL monitor		
441	Samsung Syncmaster S22B150 22in. Monitor		

Lot	Description	Lot	Description
451	Street TWIN GIRDER OVERHEAD TRAVELLING CRANE, serial no. Z328902B, year of manufacture 2008, approx. 21m span, 15 tonne cap., with electric chain hoist and wire pendant control (see lot 453) (reserve removal – NOTE: the final highest bid on this lot will be recorded and is subject to the sale of the building – please contact Mark Rowlands, tel: 07725 790 912, for further information)	452	Street SINGLE GIRDER OVERHEAD TRAVELLING CRANE, serial no. Z328903, year of manufacture 2008, approx. 21m span, 5 tonne cap., with electric chain hoist and wire pendant control (see lot 453) (reserve removal – NOTE: the final highest bid on this lot will be recorded and is subject to the sale of the building – please contact Mark Rowlands, tel: 07725 790 912, for further information)
		453	Double Sided Sectional Steel RSJ Girder Runway, each side approx. 48m long (reserve removal – NOTE: the final highest bid on this lot will be recorded and is subject to the sale of the building – please contact Mark Rowlands, tel: 07725 790 912, for further information)
			End of Sale