



AUCTION
CATALOGUE

SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT



LOT 313



LOT 312



LOT 311



LOT 310



LOT 263



LOT 259



LOT 265



LOT 264

Saturday 18th September 2021 at 10.00am

Vicarage Farm
Marsh Road
Sutterton
Boston
PE20 2LR

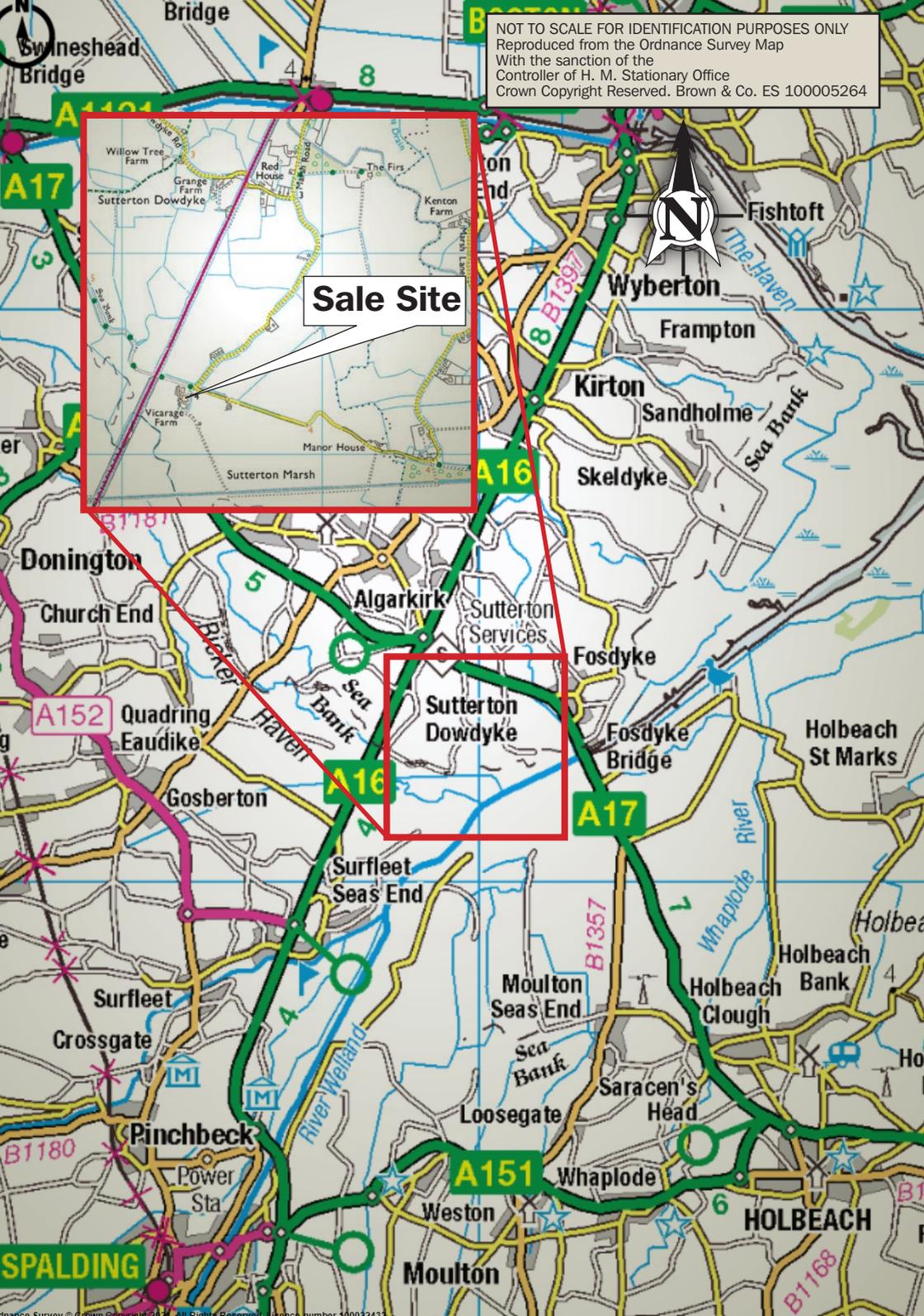
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On instructions from E & J Sneath

AUCTION OF COMBINE, TRACTORS, TRAILERS, IMPLEMENTS, CULTIVATION EQUIPMENT & SUNDRIES



Saturday 18th September 2021
Commencing 10.00am prompt
Vicarage Farm, Marsh Road, Sutterton, Boston, PE20 2LR

Viewing: 10.00am until 4.00pm on Friday 17th September 2021
and of the morning of the sale from 8.00am only

Brown & Co Auctioneers Office:
Lincoln Office, 5 Oakwood Road, Lincoln,
Lincolnshire, LN6 3LH
General Enquiries: 01522 457800
Viewing Day and Sale Day Enquiries:
George Watchorn 07919 015675
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PURCHASERS PLEASE NOTE:

LOCATION – If approaching from Boston, take the A16 heading South towards Spalding. Follow the A16, continuing straight at each of the roundabouts for approximately 7 miles. At the Sutterton roundabout take the first exit on the A17. After 90 yards turn immediately right onto Marsh Road. Follow Marsh Road for approximately 1.4 miles and the sale ground will be located directly ahead of you.

If approaching from Spalding, head North and pick up the A16, signposted towards Boston. Continue along the A16 for approximately 5.3 miles until reaching the Sutterton roundabout. Take the fourth exit from the roundabout and then continue as above.

The sale ground will be signposted on the sale day. **The nearest postcode for the sale ground is PE20 2LR.**

All persons attending the sale ground are reminded that there may be risks on the site including moving machinery and vehicles and to exercise caution at all times with any children being fully supervised at all times. Any incidents that occur on the sale ground should be reported immediately to the Brown & Co office for details to be recorded. No vehicles will be permitted onto the sale ground during the sale.

COVID 19 GUIDELINES

If you are displaying any COVID-19 symptoms or have been in contact with anyone who has displayed any symptoms within the past 14 days prior to visiting the sale site, **you must not enter the viewing or sale days on site.**

There will be a series of strict measures in place on the viewing and sale days in accordance with HSE and government guidance to mitigate the risk of transmission of COVID-19. Brown & Co request that only people with a genuine intention of purchasing equipment attend the site, this is a business event not a social gathering.

On admittance to the viewing and sale days you will be requested to leave your contact details and addresses, without exception. All visitors to the site will be required to use the hand sanitiser stations on entrance to the site and when attending the Office. It is also requested that visitors bring their own PPE, face masks and their own pens.

Social distancing measures will be in place and visitors are asked to adhere to them at all times. In the event

that visitors fail to comply, they will be requested to leave the site.

Brown & Co continue to monitor the government guidance and regulations in place and will act accordingly in adherence to these. Should you have any queries about the protocols and the advice enclosed above, please contact the auctioneers.

PAYMENT - All lots become the sole risk of the buyer at the fall of the hammer. The property in a lot purchased shall not pass to the buyer or be removed until payment has been cleared of the full purchase price (including commission and VAT) to the auctioneers. All lots must be paid for upon the receipt of the invoice sent by the auctioneers and within 1 week of the sale date.

CHEQUE PAYMENTS - Buyers unknown to the auctioneers wishing to pay by cheque with immediate clearance must be accompanied by a written Bank reference for a sum equal to or in excess of the total invoice. The reference must specify the sale location, date, the account details upon which the cheque will be drawn and the amount up to which their cheque will be honoured. We are able to accept VISA debit cards only. Payments by credit card are not acceptable. In order to comply with Money Laundering Regulations 2017 we are unable to accept cash payments for sums in excess of £7,500 either as a single payment or multiple payments totalling £7,500.

REMOVAL OF LOTS - No lots may be removed from site unless accompanied by a receipted invoice. All lots are to be removed by Saturday 25th September 2021.

LOADING FACILITIES - Loading facilities will be available on sale day until 5pm only. Loading outside these times will be strictly by arrangement with the Sellers. Any lots remaining after Saturday 25th September 2021 will be re-sold (see section 12 of the Conditions of Sale). The Auctioneers and Seller will not accept any responsibility or liability for the loss or damage to lots left on the sale ground and **all Buyers are reminded that they are entirely responsible for any lot purchased from the fall of the hammer.**

Vehicles entering the sale ground for loading must operate below a 5mph speed limit and move with caution.

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BUYER'S FACILITIES - All potential Buyers are requested to register with the Auctioneers and complete a Buyer's Number Slip and be allocated a Buyer's Number. Bids may not be accepted without a Buyer's Number.

BUYER'S PREMIUM – A Buyers Premium of 3% of the hammer price is payable on all lots. This is subject to VAT at 20%.

ONLINE BIDDING – Live online bidding will be available at this sale via i-bidder.com or bidspotter.co.uk. A 2% plus VAT internet surcharge will be added to the hammer price for successful bids made online through i-bidder.com or bidspotter.co.uk. We recommend that registration for online bidding is made before the day of the sale. Brown & Co accepts no liability whatsoever for any loss of connectivity and the ability to bid on the day of the sale and strongly recommends attending the sale in person to ensure that ability to bid is maintained.

VAT - VAT will be payable on all lots in addition to the hammer price at the standard rate.

CONDITIONS - The sale will be conducted under our standard Conditions of Sale reproduced in this catalogue. All prospective Buyers should ensure that they have read and understood those Conditions. The act of bidding will be taken as acceptance of them.

REFRESHMENTS - These will be available on the sale day.

COMMISSIONS - The Auctioneers will be pleased to take written commission bids prior to the sale. Forms are available on request.

ENGINE HOURS - Neither the Sellers nor the auctioneers make any warranty regarding engine hours or vehicles mileages.

INSPECTION OF EQUIPMENT – No powered machinery or equipment may be started without the prior approval of a Brown & Co representative.

FORTHCOMING SALES - If you wish to receive catalogues of future sales, please leave your name and full address at our pay office.

CATALOGUE ENTRIES - Whilst every attempt is made to ensure that the descriptions are accurate, no guarantees are either given or implied. Buyers should be aware that from time to time, lots are withdrawn and other lots added. Please contact the auctioneers prior to

the sale to ensure that the machinery has been delivered onto the sale ground.

VIEWING – Friday 17th September 2021 between 10am and 4pm and on the morning of the sale from 8am.

EXPORT OF GOODS - All goods purchased at Brown & Co auctions that are to be exported or removed from the United Kingdom will:

1. Be dealt with under the requirements set out of HM Customs and Excise publications:
 - a) VAT Notice 703 dated January 2021 – Goods exported from the UK from January 2021.
2. Be ZERO RATED for VAT purposes subject to the following conditions being met:
 - a) The goods are removed from Great Britain within three months from the time of supply (the date of auction).
 - b) Brown & Co are provided with valid commercial documentary evidence that the goods have been removed from Great Britain within three months of the auction date.

Unless and until the above requirements are fulfilled Purchasers will be charged VAT at the Great Britain standard rate (currently 20%). This will only be refunded if all requirements within the regulations are met within the specified time limits.

Upon receipt of cleared funds the Purchaser at auction takes ownership of the goods and goods will not leave a vendors premises until this is the case.

The Purchaser or their agent will be responsible for removing the goods from Great Britain and will act as the importer of record and will be responsible for payment of any VAT, duties, goods and services tax, or other sales or import taxes or duties arising on the exportation of the goods from Great Britain and the importation of the goods into any country.

Neither Brown & Co or the Vendor are responsible for any VAT, duties, goods and services tax, or other sales or import taxes or duties arising on the exportation of the goods from Great Britain and the importation of the goods into any country by the Purchaser or their agent.

Further Guidance is available here for goods leaving the United Kingdom:
<https://www.gov.uk/check-customs-declaration>



SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

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MISCELLANEOUS SPARES AND WORKSHOP EQUIPMENT

- 1-4 Quantity miscellaneous metal
- 5-24 Quantity household effects
- 25-49 Miscellaneous spares and workshop equipment
- 50 Quantity plastic chairs
- 51 Quantity desks
- 52 Quantity chairs
- 53 Quantity benches
- 54 Table
- 55 2No. Metal cabinets
- 56 Metal cabinet
- 57 Metal storage locker
- 58 Metal chemical cabinet
- 59-60 Workshop bench with vice
- 61 Workshop bench with racking
- 62 Pair mesh trolleys
- 63 Wheelbarrow
- 64 Quantity PPE equipment
- 65 Quantity halogen work lights, single phase
- 66 Quantity extension cables, 3phase
- 67 Quantity trailer light extension cables
- 68 Quantity cable
- 69 Quantity electrical switching
- 70 Quantity CB radios
- 71 Quantity two way radios
- 72 Quantity miscellaneous oils and greases
- 73 Quantity grease buckets
- 74 Small workshop anvil
- 75 Large workshop anvil
- 76 Forge on wheeled frame with fan, single phase
- 77 **Truecraft Spalding** wheel changer
- 78 **Blackspur** folding workshop bench
- 79 **Master** 800 folding workshop bench

AUCTION OF COMBINE, TRACTORS, TRAILERS, IMPLEMENTS, CULTIVATION EQUIPMENT & SUNDRIES



- 80-81 Quantity hand tools
- 82-83 Quantity workshop tools
- 84 **Erbauer** circular saw, single phase
- 85 Wooden mallet
- 86 Quantity saws
- 87 Quantity chisels
- 88 Bottle jack 10t
- 89 **Powerdevil** 4.5" angle grinder, single phase
- 90 **Makita** drill, single phase
- 91 **JCB** planer, single phase
- 92 **Westfalia** 4.5" angle grinder, single phase
- 93 Angle grinder 4.5", single phase
- 94 **Wolff** 7" angle grinder, single phase
- 95 **Powerdevil** jigsaw, single phase
- 96 **Mighty** 7 1/2" air impact gun
- 97 **PBX** garden blower vac, 2400watts, single phase
- 98 Compressor, single phase
- 99 **Sealey** space warmer, single phase
- 100 **Turbojet** MHC1270 gas space heater, single phase
- 101 **NuTool** 2.0kVA petrol generator 240v
- 102 Quantity ratchet straps
- 103 Quantity **Case** seat covers
- 104 2No. **Case** Puma cab carriers
- 105 **Amatron+** control box
- 106 **Marconi** moisture meter
- 107 Extending ladder
- 108 Quantity ladders
- 109-110 Pallet truck
- 111 Quantity paints
- 112 Quantity assorted fabrication metal
- 113 Quantity wooden sleepers
- 114 Quantity curved glass panes
- 115 Quantity plywood sheets
- 116 **Lintran** twin dog box

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SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

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- 117 Dog kennel
- 118 Roll chicken wire
- 119 **Unicorn** HA200D beam detectors
- 120 Pedestrian salt spreader
- 121 **Stocks AG** pelleter, spares or repairs
- 122 4" lay flat irrigation hose
- 123 3No. Water barrels
- 124 Quantity **Multi-bang** bird scarers
- 125 Weld on loader brackets
- 126 Quantity plough wearing parts
- 127 Quantity **Ransomes** suboiler wearing parts
- 128 Quantity power harrow tines
- 129-130 Quantity **Cousins** Patriot wearing parts
- 131 Subsoiler leg
- 132 Quantity **New Holland** Hayliner spares
- 133 Quantity **Case** combine parts
- 134 **Dowdeswell** plough press arm
- 135 **Lemken** plough press arm
- 136 Belly weight suited for **Case** CS tractor
- 137 Quantity **Ford** wafer weights
- 138 Rear wheel weights
- 139 Quantity PTO spares
- 140 Quantity hydraulic fixings
- 141 Quantity linkage balls and pins
- 142-144 Quantity top links
- 145 Hydraulic top link
- 146 Quantity calibrating buckets
- 147 Quantity **Rabe** plough parts
- 148 Quantity plough wearing parts
- 149 Quantity PTO spares
- 150 **Case** Magnum front weight carrier
- 151 Metal tank on stand
- 152 Quantity clay drainage pipe
- 153 4No. 6m x 0.3m diameter plastic pipes

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- 154-157 Quantity chitting trays
- 158-159 Quantity seed trays
- 160 Quantity paving blocks
- 161-162 Quantity roof tiles
- 163 Quantity telegraph poles
- 164 Quantity slabs
- 165 Quantity IBC's
- 166 Quantity concrete posts
- 167 Quantity steel grain walling
- 168 Pair metal grain tanks
- 169 Pair plastic grain tanks
- 170 5No. Metal seed tanks
- 171-172 Quantity grain aeration ducting
- 173 **Technat** Terracast microseeder. Serial No: 8120
- 174 **Lister** diesel powered aeration fan
- 175 **Ventacrop** aeration fan with **Ford** industrial 6 cylinder engine, electric start
- 176 **Alvan Blanch** ABSD6 aeration blower, 3phase. Serial No: FH63679
- 177 **Fyson** 12m elevator with 2.7m extension, 3phase. Serial No: FE7718A
- 178 **Swift-Lift** grain elevator 11m with 2m extension, 3phase. (NB: Sold in situ, buyer to remove from Pear Tree Farm, Pinchbeck, Spalding)
- 179 1989 **Wilder Engineering** Portadry 7 grain drier with **Cyclone** centrifugal fan, 3phase. Serial No: 3034
- 180 **Mercedes** engine to suit **Claas** combine
- 181 **Wessex** LS100 linkage mounted hydraulic log splitter. Serial No: 181333
- 182 **Western** ABBI 950I diesel tank with 12v pump
- 183 **Balmoral** 5000I bunded fuel tank with electric pump
- 184 **Motosba** 800I linkage mounted 3m sprayer, spares or repairs
- 185 Front mounted spray tank

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- 186 Bale spike, linkage mounted
- 187 Front mounted fork lift
- 188 **Kubota** 1t linkage mounted pallet tines
- 189 Linkage mounted weight carrier with wafer weights
- 190 28No. conventional bales wheat straw (2019)
- 191-199 Spare lots

WHEELS & TYRES

- 200 **Volkswagen** rims
- 201 Set 265/60R18 tyres
- 202 Set 265/70R15 wheels and tyres to suit **Ford** Ranger
- 203 4No. 385/65R22.5 tyres
- 204 Single axle on 11.5-80/15.3 wheels and tyres
- 205 Single axle on 10.5-18 wheels and tyres
- 206 Pair 20.8R38 **Stocks** dual wheels and tyres
- 207 Pair **Stocks** dual wheel rims
- 208 Pair 16.9R38 wheels and tyres with 8 stud centres
- 209 Pair 15-26 wheels and tyres
- 210 Pair 11.2R48 row crop wheels and tyres
- 211 Pair **David Brown** wheel centres
- 212 Pair 9.5R44 row crop wheels and tyres
- 213 Pair 8.4-44 row crop wheels and tyres
- 214-216 4No. 20/10.00R20 wheels and tyres
- 217-229 Quantity miscellaneous wheels and tyres

CULTIVATION EQUIPMENT & IMPLEMENTS

- 230 **Case** 1000kg front weight block
- 231 c.2020 **Proforge** front linkage mounted toolbox
- 232 c.2020 **Proforge** 750kg weight block with toolbox
- 233 c.2020 **Proforge** 1000kg front weight block with toolbox and light kit
- 234 **Bantan** Senior single furrow horse drawn plough

- 235 **Ruston & Hornsby** 1IBD single furrow horse drawn plough
- 236 **Ruston & Hornsby** XTWE single furrow horse drawn plough
- 237 **Fenton Little Wonder** single furrow horse drawn plough
- 238 Front tyre press linkage mounted
- 239 1999 **Ritchie** front mounted seed bed wheels. Serial No: 981534
- 240 Cambridge roll 10ft
- 241 Cambridge roll 1.6m
- 242 2001 **Spearhead** 9ft pasture topper, linkage mounted. Serial No: 1012699646
- 243 2019 **Teagle** Topper 5 5ft pasture topper, linkage mounted. Serial No: 2510
- 244 2018 **Alpego** Trilat TL33 200 lateral side flail mower. Serial No: 000043790
- 245 Subsoiler 7 leg with rear crumbler and packer
- 246 **Cousins** V-Form 5 leg soil loosener with hydraulic depth wheels and hydraulic adjustable rear packer. Serial No: 200692
- 247 2012 **Knight** Raven 2.8m 5 leg subsoiler with rear packer. Serial No: 088100281
- 248 Springtine cultivator, 8ft, linkage mounted
- 249 **Ransomes** 9 leg cultivator, linkage mounted
- 250 **Bomford** Superflow 7 leg cultivator, linkage mounted
- 251 **Kongskilde** 3m spring tine cultivator with front levelling board and rear packer roll, linkage mounted
- 252 **Kongskilde** Vibroflex 4m cultivator with depth wheels, linkage mounted
- 253 **Parmiter** 3m trailed discs. Serial No: 11563
- 254 1997 **Galucho** trailed hydraulic folding discs. Serial No: 318911
- 255 **Howard** HR40 3.2m rotavator. Serial No: 040A1237

AUCTION OF COMBINE, TRACTORS, TRAILERS, IMPLEMENTS, CULTIVATION EQUIPMENT & SUNDRIES

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- 256 2009 **Einbock** Taifun 600FZ 6m hydraulic folding springtine cultivator with rear crumblers and levelling tines. Serial No: 0890511580
- 257 2015 **Kverneland** L0100 Variomat 6f (5+1) reversible on land/in furrow plough with hydraulic vari-width and hydraulic depth wheel. Serial No: KKLO000784
- 258 1995 **Cousins** 4.5m front press with springtines and press wheels. Serial No: 93474
- 259 2012 **Amazone** KG6001-2 6m hydraulic folding power harrow with rear crumbler. Serial No: KG00060613
- 260 2019 **Alpego** RK-400 4m power harrow with rear crumbler. Serial No: 000047997
- 261 1996 **Cousins** Packa-Rolla 3m hydraulic folding with leading tines. Serial No: LP24CF0400
- 262 2012 **Amazone** Ceniux 3002 3m cultivator with tines, discs and packer. Serial No: CXS0001513
- 263 2012 **Amazone** Catros+ 4001-2 4m hydraulic folding discs with hydraulic adjustable rear packer. Serial No: CAT0015796
- 264 2018 **Cousins** Patriot 4m trailed hydraulic folding cultivator with subsoiler legs, discs and packer. Serial No: 2018153
- 265 2011 **Amazone** Cirrus 4002 4m hydraulic folding drill with wheel track eradicators, discs, packer and levelling tines. Serial No: CIR0001160
- 266 **Vaderstad** Roller 6.3m vertical folding Cambridge rolls. Serial No: 6158
- 267 **Twose** 12.6m horizontal folding Cambridge rolls with breaker rings. Serial No: 70422096847
- 268 2010 **Cousins** Contour 6.3m horizontal folding Cambridge rolls with breaker rings. Serial No: 2010066
- 269-274 Spare lots



MATERIALS HANDLER ATTACHMENTS

- 275 Tine mounted safety cage
- 276 **Manitou** to **Euro 8** adaptor bracket
- 277 **Sanderson** to **Euro 8** adaptor bracket
- 278 Manure grab with **Kubota** brackets
- 279 **Farmall** Flat 8 bale grab with **Sanderson** brackets
- 280 2013 **ALO** bale spike with **Euro 8** brackets. Serial No: 0534269
- 281 2017 **Original Implements** manure fork with **Euro 8** brackets. Serial No: 116171900723
- 282 2015 **Cherry Products** X-Form 2.3m bucket with **Euro 8** brackets. Serial No: XF0000311
- 283 2002 **ALO** grain bucket with **Manitou** brackets
- 284 **Twose** hydraulic bale squeeze with **Manitou** brackets. Serial No: 301527010SP
- 285 Bale spike with **Manitou** brackets
- 286 2019 **Strimech** bag lifter with **Manitou** brackets. Serial No: 232998
- 287-289 Spare lots

TRAILERS

- 290 Metal fuel bowser single axle
- 291 Plastic 1000l fuel bowser single axle with manual pump
- 292 Stainless steel water tank single axle on 13.6R38 wheels and tyres
- 293 Stainless steel 4 wheel 10,000l tanker on **Scammel** carriage
- 294-295 Dolly
- 296 Low loader single axle 5.3m trailer with wooden floor
- 297 Low loader single axle 5.6m trailer with metal floor, hydraulic lowering
- 298 4 wheel 5.6m bale trailer with wooden floor





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- 299 Curtain side trailer 20ft single axle with rear steps
- 300 Curtain side lorry body 30ft twin axle with dolly and rear roller shutter door on 295/80R22.5 wheels and tyres
- 301 Curtain side trailer, tri-axle, 40ft with front dolly
- 302 1995 Curtain side trailer, tri-axle, 45ft with front dolly
- 303 2004 **AS Marston** ACE 14T twin axle grain trailer with hydraulic tailgate, grain chute, rollover sheet and air brakes and sprung drawbar on 385/65R22.5 wheels and tyres. Serial No: 210930
- 304 2007 **Easterby** ET14 twin axle grain trailer with hydraulic tailgate and grain chute on 385/65R22.5 wheels and tyres. Serial No: 4288
- 305 2008 **Easterby** ET12 twin axle root trailer with hydraulic tailgate, grain chute and rollover sheet on 385/65R22.5 wheels and tyres. Serial No: 4376
- 306 2009 **Easterby** ET14 twin axle root trailer with hydraulic tailgate, grain chute, rollover sheet, air brakes and sprung drawbar on 550/45R22.5 wheels and tyres. Serial No: 4430

INDUSTRIAL FORKLIFTS

- 307 1979 **Hyster** H50H gas powered industrial forklift. Hours: 7084. Serial No: D3A 9500Z. (NB: Sold in situ, buyer to remove from Pear Tree Farm, Pinchbeck, Spalding)
- 308 1996 **Caterpillar** DP25 2.5t industrial forklift. Hours: 6517. Serial No: 6BN00199

TRACTORS

- 309 2018 **Kubota** L1361 tractor with rollbar on 355/80D20 rear and 215/80D15 front grassland wheels and tyres and **Kubota** LA525 front end loader and bucket. Datatag registered. Reg No: YN19 DVR. Hours: 102. Serial No: RBTL88DRVJB051073

AUCTION OF COMBINE, TRACTORS, TRAILERS, IMPLEMENTS, CULTIVATION EQUIPMENT & SUNDRIES

- 310 2018 **Case** Puma 165 4wd 50kph Powershift tractor with 4 electric spools, front linkage, cab and front suspension, air brakes and hydraulic top link on 650/65R42 rear and 540/65R30 front wheels and tyres. **RTK** ready with receiver. Warranty until January 2023 or upto 3000 hours. Datatag registered. Reg No: FX68 CBY. Hours: 406. Serial No: DBDPU165CJE253198
- 311 2019 **Case** Puma 220 4wd 50kph Powershift tractor with 4 electric spools, front linkage, cab and front suspension, air brakes and hydraulic top link on 650/65R42 rear and 540/65R30 front wheels and tyres. **RTK** ready with receiver. Warranty until September 2022 or upto 3000 hours. Datatag registered. Reg No: YN69 CTV. Hours: 637. Serial No: DBDPU220TKE552458
- 312 2019 **Case** Magnum 380 CVX RowTrac 40kph with 4 electric spools, hydraulic top link (add on), air brakes and **Zuidberg** front linkage on 30in tracks and 620/75R30 front wheels and tyres. **RTK** ready with receiver. Warranty until March 2023 or upto 3000 hours. Reg No: AE19 DSX. Hours: 778. Serial No: JJAM0380PKRF91345

COMBINE HARVESTER

- 313 2013 **Case** Axial Flow 7230 combine harvester with straw chopper and AFS Pro 700 monitor, **RTK** ready with receiver on 800/70R38 front and 500/85R24 rear wheels and tyres with **Case** 3050/25G 25ft Vari-cut header and twin **Ziegler** side knives and **Shelbourne Reynolds** C7500 twin axle header trailer. Reg No: FT13 ORL. Engine Hours: 574. Drum Hours: 393. Combine Serial No: YDG218875. Header Serial No: 259996001

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CONDITIONS OF SALE FOR MACHINERY SALE BY AUCTION

(with buyer's premium)

DEFINITIONS

- (i) In these conditions the following terms have the following meanings unless inconsistent with the context:
"Auctioneers" means Brown & Co – Property and Business Consultants LLP ("Brown & Co"), C.R.N. OC302092 whose registered office address is at The Atrium, St. Georges Street, Norwich, England, NR3 1AB;
"Commission" means the commission charged on the sale of Lots;
"Conditions" means the standard terms and conditions of business set out in this document;
"Lots" means all or any machinery and other items sold or intended to be sold in accordance with these conditions;
"Purchaser" means a person, firm or Company who purchase any Lot;
"Vendor" means a person, firm or Company who puts forward any Lot intended to be sold at the sale;
"Sale" means a sale of the Lots by auction from time to time organized by the auctioneers;
"Saleground" means the venue at which the sale takes place;
"Hammer Price" means the price at which a Lot is knocked down by the Auctioneer to the Purchaser; and
"Reserve Price" means the minimum price fixed by either the Auctioneers or Vendor at which any Lot is to be sold at the sale.
(ii) Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting one gender includes all genders, words denoting persons include corporations.

2 CONDITIONS OF SALE

- (i) All persons attending the Sale in any capacity are deemed to attend on the understanding that they have read and understood these Conditions.
(ii) These Conditions may be supplemented or superseded by Special Conditions applicable to specific Sales. Please check with the Auctioneers who will announce any departures at the start of the sale.
(iii) These Conditions, the sale of the Lots and the participation in the auction are on the basis that the Purchaser is acting wholly or mainly within the Purchaser's trade, business, craft or profession. The Purchaser should immediately notify the Auctioneers if this is not correct.

3 HEALTH AND SAFETY

- (i) All persons entering the Saleground do so at their own risk and with notice of the condition of the premises and their contents.
(ii) All persons entering the Saleground are hereby made aware that there are significant risks on the Saleground including moving machinery and equipment;
(iii) Caution should be exercised at all times and children must be fully supervised at all times.
(iv) All persons entering the Saleground must take notice of all specific health and safety notices on display at individual sites. If in doubt, please consult the Auctioneers in charge.
(v) Any accidents or incidents that occur on the Saleground must be immediately reported to Brown & Co and details recorded in the accident book.
(vi) No powered machinery or equipment should be started without the prior approval of the Auctioneers.
(vii) No vehicles are permitted on the Saleground during the sale.
(viii) Any vehicles brought onto the Saleground to collect lots should be operated with extreme caution and within a 5mph speed limit.
(ix) The Auctioneers shall have the right at their discretion to refuse admission to their premises or attendance at their auctions by any person or entry of any lot onto the Saleground.

4 AUCTIONEERS STATUS

- (i) The Auctioneers sell as agents for the Vendor except where they are stated wholly or partly to own any Lot as principal.
(ii) The parties to the contract of sale are the Vendor and the Purchaser. The Auctioneers are not responsible for any default by Vendor or Purchaser.
(iii) The Auctioneers includes any employee or agent of the Auctioneers who at the relevant time has the authority to conduct an auction sale.

5 LIMITATION OF LIABILITY

- (i) This clause 5 sets out the entire financial liability of the Auctioneers (including any liability for the acts or omissions of its respective employees, agents and subcontractors) for:
(a) any breach of these Conditions however arising;
(b) any use made or resale of the Lots by the Purchaser; and
(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Conditions.
(ii) Nothing in these Conditions shall limit or exclude the Auctioneers liability for:
(a) death or personal injury resulting from negligence;
(b) fraud or fraudulent misrepresentation; or
(c) any other liability which cannot be excluded or limited by applicable law.
(iii) Without prejudice to clause 5(ii), the Auctioneer shall not under any circumstances whatever be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:
(a) loss of profit;
(b) loss of goodwill;
(c) loss of business;
(d) loss of business opportunity;
(e) loss of anticipated saving; or
(f) special, indirect or consequential damage,
suffered by any other party that arises under or in connection with these Conditions.
(iv) Without prejudice to clause 5(ii) or clause 5(iii), the Auctioneers total liability for all other losses arising under or in connection with these Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the Reserve Price.

- (v) The Purchaser acknowledges that the Vendor has given the Purchaser a reasonable opportunity to inspect the Lots, and the Purchaser has satisfied itself as to the quality and condition of the Lots.

6 WARRANTY DECISIONS

In case of dispute as to the interpretation of these Conditions the decision of the Auctioneers shall be final and binding on all parties save as provided for in Clause 17(iv).

7 RESERVATIONS

- (i) The Auctioneers sell as agent for the Vendor and as such are not responsible for any default by the Vendor or Purchaser.
(ii) The Auctioneers have absolute discretion without giving any reason to refuse any bid, to divide any Lot, to combine any two or more Lots, to withdraw any Lot from the auction and in case of dispute put up any Lot for auction again.

8 CATALOGUES AND ADVERTISEMENTS

The Auctioneers cannot guarantee that any Lot described in any Catalogue or advertisement will arrive for sale, nor that any description therein contained can be relied upon as accurate. All illustrations in Catalogues are for general identification only.

9 RESERVE PRICE AND BIDDING

- (i) The Purchaser shall be the person who makes the highest bid acceptable to the Auctioneers.
(ii) In the event of a dispute between two or more bidders as to which is the Purchaser, the dispute shall be settled at the absolute discretion of the Auctioneers.
(iii) No bidding shall be retracted. The bidding increments will be regulated by the Auctioneers. No person may advance a bid less than a sum to be named from time to time by the Auctioneer.
(iv) All Lots must be inspected by the Purchaser. Except as set out in these Conditions the bids are on the understanding that the Lot has been inspected and is purchased with all faults and imperfections.
(v) The Auctioneers may accept written or verbal instructions to bid on behalf of prospective Purchasers but any instructions accepted shall be at the risk of the prospective Purchasers, who will be deemed to have viewed the Lot(s), and the Auctioneers accept no responsibility in connection with the commissioning of their Staff to bid for any Lots or for failure of telecommunications relating to bids made.
(vi) The Auctioneers may without giving any reason, refuse to accept the bidding of any person.
(x) The Auctioneers and/or the Vendor reserve the right to fix a Reserve Price for any lot. The Vendor may bid for any Lot either personally or through the Auctioneers or through any other person as many times as the Vendor thinks fit and may withdraw any Lot at any time before the sale of such Lot.

10 PAYMENT

- (i) All Purchasers must declare their names and addresses, (and produce proof of identity) and if required, to pay to the Auctioneers the amount of the purchase money and if appropriate VAT and any Buyer's Premium charged in cash immediately on the fall of the hammer. In default of which the Lot or Lots shall be offered again and re-sold at the Auctioneer's discretion.
(ii) Lots must be paid for on the day of Sale, but the Auctioneers may at their absolute discretion, agree to accept payment by such other means or such other manner as they see fit.

11 RESPONSIBILITY FOR LOTS

After the fall of the hammer such risk and duty shall devolve upon the Purchaser.

12 RESERVATION OF TITLE

- (i) If not paid for on demand, the Lot shall be returned to the Saleground for resale.
(ii) Title to Lots shall not pass to the Purchaser until payment in full is received (in cash or cleared funds) for the Lots, in which case title to these Lots shall pass at the time of payment of all such sums.
(iii) Until title to Lots has passed to the Purchaser, the Purchaser shall:
(a) store those Lots separately from all other goods held by the Purchaser so that they remain readily identifiable as the Vendor's property;
(b) not remove, deface or obscure any identifying mark or packaging on or relating to those Lots; and
(c) maintain those Lots in a good and marketable condition and keep them insured on the Vendor's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Vendor.
(iv) Subject to clause 12(v), the Purchaser may resell or use the Lots in the ordinary course of its business (but not otherwise) before payment for the Lots is made in full (if the Purchaser resells the Lots before that time it does so as principal and not as agent).
(v) If before title to Lots passes to the Purchaser, the Purchaser suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits any inability to pay its debts, or is deemed by the Auctioneers to be unable to pay its debts, then, without limiting any other right or remedy the Vendor may have:
(a) the Purchaser's right to resell the Lots or use them in the ordinary course of its business ceases immediately; and
(b) the Vendor may at any time require the Purchaser to deliver up all Lots in its possession that have not been resold, or irrevocably incorporated into another product.
(vi) In the event of sale by a Purchaser before payment has been made in full, the Purchaser shall hold the proceeds of such sale on trust for the Auctioneers (as agent of the Vendor).
(vii) In the event of breach of clause 10 or clause 12, the Auctioneers reserve the right to enter on to the property of the Purchaser, or others, to reclaim possession of any Lot.

13 BUYER'S PREMIUM

A Buyers Premium of 3% of the hammer price is payable on all lots. This is subject to VAT @ 20%.

14 INTERNET SURCHARGE

A 2% plus VAT internet surcharge will be added to the hammer price for successful bids made online through i-bidder.com or bidspotter.co.uk.

15 VALUE ADDED TAX ON PURCHASE PRICE

VAT at the standard applicable rate will be added to the sale price of all lots marked with a * unless they are exempt.

16 WARRANTY AND INSPECTION OF GOODS

- (i) Unless a warranty is specifically given for a particular Lot at the time of the Sale all Lots are sold with all faults and imperfections and errors of description. Purchasers should satisfy themselves prior to the sale of the Lot as to the condition of each Lot and should exercise and rely on their own judgement as to whether the Lot accords with its description. Neither the Auctioneers, their servants or agents are responsible for errors of description or for the genuineness or authenticity of any Lot. Unless otherwise stated no warranty is given by the Auctioneers, their servants or agents or by any Vendor to any Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.
(ii) If any Lots are described at the same time of the Sale as in "working order" such Lots shall have no defect which renders them incapable of the reasonable work for which they are intended and they must be capable of performing such work for a period of 7 days commencing at 12 noon on the sale day subject always to 15(v) to clause 15(vii) inclusive set out below.

- (iii) Any Lot described by the Vendor as “just overhauled”, “straight from work”, “worked up to date of sale” or “as new” or any other similar description will be deemed to have been sold with a warranty that such Lot is in “working order”.
- (iv) All electrical items require a current Electrician’s Safety Certificate and any item delivered without a Certificate will either be refused entry or have the lead and plug removed and sold as scrap. Where electrical equipment is sold without specific instructions for use it is the responsibility of the Purchaser to take independent advice as to the correct operating procedures and any characteristics specific to them. The Auctioneers and Vendor shall have no responsibility for the safe use of the item.
- (v) The Purchaser of any Lot is responsible for complying with all legal requirements as to the safe use of Lots purchased at the Sale and shall ensure compliance with all relevant legislation relating to the safe use of such Lots.
- (vi) The Purchaser will be deemed to have inspected any Lot and will be solely responsible for ensuring that the Lot complies with the Health & Safety at Work Act 1974 and in particular Sector Information Minute 01/2006/03 as issued or subsequently amended by the Health and Safety Executive or subsequent governing body prior to commencing use or work with such Lot.
- (vii) The Purchaser will provide if requested by the Vendor or the Auctioneer acting as Agent on behalf of the Vendor a written undertaking pursuant to Section 6(8) of the Health and Safety at Work Act 1974 to confirm that all duties under Sections 6(1)(a) or 6(1a) of the Health & Safety at Work Act 1974 have passed to the Purchaser at the fall of the hammer.

17 COMPLIANCE WITH ROAD TRAFFIC ACTS

The Purchaser of any vehicle or trailer is responsible for complying with all legal requirements as to the construction and the use of such vehicle or trailer and for obtaining all certificates, permits or other authorization necessary before such vehicle or trailer can be used on the road.

18 ACCEPTANCE AND DEFECTIVE LOTS

- (i) If the Purchaser fails to give notice of rejection in accordance with this clause, it shall be deemed to have accepted the Lots.
- (ii) Any Purchaser disputing the accuracy of any description or alleging breach of warranty of a Lot purchased shall:
 - (a) in the case of a defect that is apparent on normal visual inspection, no later than 12:00 noon on the third working day following the sale date; and
 - (b) in the case of a latent defect, give notice to the Auctioneers as soon as possible following the latent defect having become apparent.
 - (c) return the Lot to the Saleground (or other such location as notified to the Purchaser by the Auctioneers) with seven days of the Purchaser’s notice; and
 - (d) within seven days of the Auctioneer’s request, provide a competent engineer’s report setting out full details of the alleged defect.
- (iii) The Purchaser’s rights under clause 18 shall not apply if:
 - (a) the Purchaser makes any further use of those Lots after giving notice or discovering the defect;
 - (b) the defect arises because the Purchaser failed to follow any oral or written instructions for the storage, commissioning, installation, use and maintenance of the Lots or (if there are none) good trade practice regarding the same;
 - (c) the Purchaser alters or repairs those Lots;
 - (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (e) the Lots differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- (iv) The Auctioneers may appoint as arbitrator any person including but without limitation any partners of their own firm or any person in their employ who decision shall be final and binding on the Vendor and the Purchaser.

19 RESALE DUE TO FAILURE OF COMPLIANCE

- (i) On failure of compliance with the conditions, the Auctioneers may without prejudice to any other rights they may have, resell the Lot or Lots, either by public auction or private contract and the deficiency (if any) arising upon the resale together with all expenses shall be due as a debt by the defaulter of the first sale.
- (ii) The defaulter shall not be entitled to any surplus which may arise by such re-sale, which shall remain the property of the Auctioneers.
- (iii) Expenses shall be deemed to include the usual Auctioneers’ commission on the re-sale and all expenses for porters, advertising, market tolls, carriage, care, storage, keep and otherwise.
- (iv) For the avoidance of doubt, if any Lots are subject to a resale the Auctioneers shall not be required to obtain an equal or greater sale price than achieved during the first sale.

20 AUCTIONEERS’ RIGHT TO ANNUL SALES

- (i) In the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser, the Auctioneers may, entirely at their discretion, annul and cancel the sale of such Lot or Lots.
- (ii) Persons attending the sale are respectfully reminded that verbal or physical abuse to any person, especially the Auctioneers’ staff, will not be tolerated.

21 REMOVAL OF LOTS FROM SALEGROUND

- (i) All Lots whether sold or unsold may not be removed from the Saleground without a pass for the removal of Lots. Passes must be obtained from the Auctioneers’ offices. All Lots must be checked out by a representative of the Auctioneers.
- (ii) All Lots purchased must be cleared from the Saleground within seven days of the date of the Sale in which they were purchased.
- (iii) The Auctioneers reserve the right to sell entirely without reserve by auction at the next, or at any future Sale, any sold or unsold Lot which remains in the Saleground for longer than the times specified in clause 20(ii) above, unless they have received and accepted in their sole opinion a satisfactory explanation in writing from the Purchaser or Vendor as to why the Lot remains in the Saleground.

22 THIRD PARTY RIGHTS

A person who is not a party to a contractual relationship under these Conditions, shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

23 ENTIRE AGREEMENT

You acknowledge that you have not relied on, and shall have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Conditions.

24 SEVERANCE

- (i) If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to, or deletion of, a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Conditions.
- (ii) If any provision or part-provision of the Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

25 APPLICABLE LAW

These Conditions shall be governed and constructed in accordance with English Law. All transactions to which these Conditions apply and all connected matters shall also be governed by English Law.

BROWN&CO MACHINERY AUCTIONS



Brown&Co have an excellent reputation for providing Professional and successful machinery auction service across The eastern half of England. We arrange and organise both On site and national online auctions and both dispersal and collective auctions, meaning we have a service to suit all clients. Whether disposing of one item or a full collection. Our auctions are well attended and run smoothly due to our enthusiasm and dedication which ensures a successful outcome for both sellers and buyers.

We conduct sales on behalf of private individuals and businesses as well as Insolvency Practitioners, Local Authorities and Statutory Bodies and for various reasons ranging from retirement to restructuring and we are able to tailor our service to suit their needs. Our auctions are promoted widely to our extensive database of contacts and we market the sale thoroughly including social medial and website.

Our experience and knowledge ensures sale proceeds are maximised and the whole auction is conducted in an efficient way. Please feel free to contact us with any queries; whatever your location.

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EXPERT AUCTIONEERS OF FARM MACHINERY AND EQUIPMENT



LOT 303



LOT 305



LOT 304



LOT 306



LOT 262



LOT 260



LOT 257



LOT 268

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