



Sale by Online Auction

(Subject to Conditions of Sale, unless otherwise Sold)

On Behalf of a Retained Client
Re: Metaplas Ltd and Metafab Ltd- In Liquidation
For Sale By Online Auction
(Unless Previously Sold)

CNC and Conventional Machine Tools, Sheet Metal Working, Fabrication Machinery and Equipment and Complete Powder Coating Plant.

CNC Machines Including ; Kia Superturn 28 Lathe, Dugard Eagle 300 Slant Bed Lathe, Mori Seiki SL-25 Slant Bed Lathe, Fadal VMC 4020 Twin Pallet Vertical Machining, VMC 420 Single Pallet Vertical Machining Centre, Fadal VMC 914 Vertical Machining Centre, Kitamura Mycenter 1A02B Machining Centre.

Conventional Machine Tools Including ; Europa Type Centurian CU-6 Ram Type Milling Machine, Hardinge Type HLV-H Toolroom Lathe with bar feed, Colchester Bantam 2000 Centre Lathe, Colchester Master 2500 Centre Lathe, Graziano Model SAG 22 Centre Lathe, 2 x Shizuoka Vertical Turret Mills, Bridgeport Turret Mill, 2 x Jones & Shipman Model 540 Surface Grinders, Eroda Electro Discharge machine, Clarkson MK2 Tool and Cutter Grinder, RS Model BMSY320GL Horizontal Bandsaw, Grinding Master Type MCS B900 Wide Belt Sander, PDJ Viro Deburring Bowl.

Sheet Metal Working Machinery Including ; Carter Model HGD 3100-16 Powered Guillotine, Promecam RG-35-25 Upstroking Press Brake, Adira Adias Ramos QH6325 63T x 2500mm Hydraulic Guillotine, Amada Model 2532 2500m x 3mm Hydraulic Guillotine, Simat Model 65-3100 Hydraulic Guillotine, Morgan Rushworth PBR 2500 Triple Bending Rolls, 2 x Pierce-All type 20/25 Perf-O-Mator 25 ton Hydraulic Punch machines, Morgan Type PBR 2025/125 Powered Triple Bending Rolls, LVD Shape Delta 1000 20ton Turret Punch machine, Kingsland Models 85XS & 45XS Steelworkers.

Welding Machines Including ; Polysoude 250-4 Orbital welder, Lincoln Powertec 300C, and Invertec V305, Murex Transmig 300C, Transmatic EHD 4x4 Mig, Transtig 360, Transmig 513 and 413S, Messer EWM 300 Tig, Esab Heliarc 353i Water cooled, Mig C280,

Syncrowave 300 Water Cooled, Deltawave 602 Mig, 2 x Jasic MIG 350 Compact, Kemmpoweld 4000 Thermal Arc, Cebora Pro F70 and Econocut Plasma Cutters and MacGregor M2-20 Spot Welders.

Misc: HPC Type Laserscript Laser Engraving Machine, Fluidair Rotopack RP4-47 Packaged Air Compressor, Ecoair A10 Packaged Air Compressor, Ecotechnics Model ECK 1800 Air Servicing Machine, Tecalimet model SF 8837 3000kg Twin Post Vehicle Lift, Dea Swift Co-ordinate measuring machine, Shadowgraph Profile Projector, 2 x Granite inspection tables, A range of Inspection equipment, including Micrometers, verniers etc. A range of Workshop Hand and Power tools etc, Hecht Model 9329TD Snow Blower, Unite Type U820 Wheel Balancer, Unite Type U226 Tyre Machine, Ifor Williams Twin Axle Trailers, 6 x Various Steel Containers.

Complete Powder Coating Plant Comprising : Manual Powder Coating Spray Booth, 2 x Gas Fired Curing Ovens, 2 x Curing Racks, 2 x Gema Easytronic Spray Guns, Hydrovane HV07 Air Compressor with Moisture Control and Control Panel. A Large Quantity of Coating Powder.

At: 1 Dryden Park, Loanhead, EH20 9HS

Viewing: 9:30am-4:00pm Wednesday 26 and Thursday 27 March 2025

Bidding Opens: 10am Monday 24 March 2025

Bidding Closes: From 10am Monday 31 March 2025

Collection STRICTLY BY APPOINTMENT FOLLOWING COMPLETION OF THE SALE FROM 10.00 AM TO 4.00 PM NO LATER THAN 11TH APRIL 2025

**Eastcroft House, 25 Woodhall Road, Wishaw, ML2 8PY
+44 (0) 1698 386 726**

<http://www.asset-valuation-sales.com>

GMG ASSET VALUATION LIMITED - ONLINE AUCTIONS

CONDITIONS OF SALE

IMPORTANT

THE ATTENTION OF ALL USERS IS DRAWN TO THESE CONDITIONS OF SALE.

The auction and related services provided on this Website (the "Service") or (the "Services") are governed by these Conditions of Sale (the "Conditions"). By accessing or using the Services or the Website or by registering as a user you agree that (1) you have read the Conditions, (2) you understand the Conditions, and (3) you are bound by the Conditions in your use of the Services. If you do not agree to the Conditions, you may not access or use the Services. If you do not understand the Conditions, please contact us at GMG Asset Valuation Limited, Eastcroft House, 25 Woodhall Road, Cambusnethan, Wishaw, ML2 8PY.

1. Application of Conditions

- 1.1. In the Conditions the expression "the Agent" means GMG Asset Valuation Limited of Eastcroft House, 25 Woodhall Road, Cambusnethan, Wishaw, ML2 8PY and includes its employees and agents and any person authorised by it to sell any Lot.
- 1.2. These Conditions apply to every Lot offered for sale on the Website whether the Lot includes property fixed or not fixed to land or any other personal property.
- 1.3. Where the Conditions have not previously been accepted by a person making an offer for any Lot the making of an offer shall be deemed to be an acceptance of the Conditions by such person.
- 1.4. If these Conditions are inconsistent with any Special Conditions set out on the Website in relation to a Lot (the "Special Conditions"), the Special Conditions shall apply.
- 1.5. All transactions to which these Conditions apply and all connected matters will be governed by and construed in accordance with the laws of Scotland and all parties concerned submit to the exclusive jurisdiction of the courts of Scotland save that the Agent and the Seller may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction.

2. User Eligibility

- 2.1. The Services are not available to, and may not be used by, persons under the age of 18 years or to suspended users. Persons registering as a business entity represent that they have the authority to bind that entity to the Conditions.

3. User I.D.

- 3.1. Users of the Services must choose a User ID and password on completion of registration. Users are responsible for all actions taken under that User ID and password and shall only use or utilise the Website using their own User ID and password. Users must use every effort to keep their password safe and should not disclose it to any other person. Users shall not transfer or sell their User ID to any other person. Users shall also not permit, either directly or indirectly, any other person to utilise their User ID or password.

4. Bidding on Behalf of Another

- 4.1. Unless the Agent has previously acknowledged in writing that anyone makes an offer as agent on behalf of a named principal, every person making an offer shall be taken to bid on his own behalf as principal.
- 4.2. If the Agent has already acknowledged in writing that anyone makes an offer as agent on behalf of a named principal, that person warrants that he has the authority of his principal to make each offer he makes.

5. Conduct of Sale and Form of Offer

- 5.1. The Agent offers each Lot as agent of the Seller and not as principal unless otherwise stated on the Website.
- 5.2. Any Lot may be subject to a reserve price unless otherwise indicated in the Auction Catalogue.
- 5.3. The Seller or his representative or the Agent on his behalf may bid up to the reserve price on any Lot unless such right is expressly excluded in the Auction Catalogue.
- 5.4. Offers to purchase any Lot must be made on the Website.
- 5.5. Offers may be made for all Lots or for any separate Lot as shown on the Website.
- 5.6. No offer shall impose any conditions or be subject to any qualifications whatsoever.
- 5.7. The Buyer in respect of each Lot shall be the person notified of the Seller's acceptance of his offer by email to him at the email address specified in his offer.
- 5.8. No offers once submitted may be withdrawn.
- 5.9. The Seller may refuse at his sole discretion to accept any offer and shall not be obliged to accept any offer nor the highest offer or offers tendered. The Seller reserves the right to accept the whole or such part of any offer or offers as he may think fit.
- 5.10. Neither the Seller nor the Agent shall be bound by any sub-sale, assignment or split of the purchase contract and the Buyer alone shall be responsible for the discharge of the Purchase Price to the Agent.

6. Agent's Right of Rescission

- 6.1. The Agent has the right to rescind a contract for sale of any Lot, even if it has been paid for and release has been given to the Buyer, if any third party subsequently proves to have a superior title or right to custody or possession of any Lot and upon the contract being rescinded, and if already paid, the return of any deposit or purchase price to the Buyer, neither the Seller nor the Agent shall be under any further liability whatsoever to the Buyer.

7. Purchase Price

- 7.1. The Buyer shall pay to the Agent a deposit of 25 per cent of the Purchase Price in the manner specified by the Agent.
- 7.2. In circumstances where payment of a deposit is offered or required by BACS pursuant to the Special Conditions, the Buyer, by agreeing to these Conditions, irrevocably and unconditionally authorises the Agent to charge the Buyers for the amount of such deposit at any time after the Buyer has been notified, in accordance with these Conditions, that his offer to purchase goods has been accepted.
- 7.3. Within the time specified in Clause 7.5 below, the Buyer shall pay the following sums to the Agent at his office or elsewhere as the Agent may direct in full:
 - 7.3.1. the balance of the Purchase Price of all Lots purchased together with any Buyer's Premiums and VAT due;
 - 7.3.2. the value as summarily determined by the Agent, whose determination shall be final and binding, of all or part of any Lot or of the premises where the Lot is or has been held which has been damaged or destroyed by the Buyer, his servants or employees or his principal or agent;
 - 7.3.3. any storage or interest charges payable by the Buyer under these Conditions;
 - 7.3.4. any deposit required by the Seller or Agent under Clause 8.5.6.
- 7.4. The Agent reserves the right to refuse cheques in payment for Lots purchased.
- 7.5. The time for complying with Clause 7.3 above shall be the time specified in the Special Conditions and in every case time shall be of the essence.
- 7.6. The Agent may, at any time in his sole discretion, grant the Buyer an extension of time for complying with Clause 7.3 above, in which case the Buyer shall pay to the Agent in full, before moving or removing

the Lot, interest on any unpaid sums at a rate 4% above Barclays Bank Plc base rate in force from time to time.

7.7. Until the Buyer has complied with Clause 7.3 above:-

7.7.1. title to any Lot bought shall not pass to the Buyer;

7.7.2. the Lot shall be at the Buyer's risk from the time of acceptance of the Buyer's offer;

7.7.3. 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 Agent and the Seller.

7.8. On written request by the Buyer, the Agent shall provide a VAT invoice in proper form, if appropriate.

8. Removal of Lot Bought

8.1. The Buyer shall not remove any Lot and title shall not pass in respect of any Lot until the Buyer has paid the sums specified in Clause 7.3 in full for every Lot (including any other Lots purchased through the agency of the Agent) he has bought and any other sums owed by the Buyer to the Agent, unless otherwise agreed in writing between the Buyer and the Agent.

8.2. The Agent reserves the right to retain any Lot until a cheque offered in payment has cleared.

8.3. After paying the sums specified in Clause 8.1 above, the Buyer must remove the Lot bought by the time specified in the Special Conditions and in every case time shall be of the essence.

8.4. The Agent may at any time, in his sole discretion and on terms specified by him, grant the Buyer an extension of the time specified in Clause 8.3 above.

8.5. The Buyer shall comply with all instructions given in respect of such removals contained or referred to in the Special Conditions and:-

8.5.1. shall comply with all current statutory rules and regulations in carrying out such removal;

8.5.2. shall be responsible for detaching any Lot fixed to land and must do so safely and lawfully and must not use flame cutters, explosives or any other dangerous equipment or process without previous written permission signed by or on behalf of the Agent;

8.5.3. must use safe and lawful means to remove any Lot;

8.5.4. shall indemnify the Agent and the Seller against all claims, costs, damages, and legal and other expenses in respect of damage to person or property arising directly or indirectly from the detaching of any Lot or its removal;

8.5.5. shall have insurance in respect of such indemnity and shall on request produce to the Agent a receipt for the last premium due or other sufficient evidence that such insurance has been effected and remains in force;

8.5.6. if required to do so by the Seller or the Agent the Buyer shall deposit with the Agent before the final removal of any Lot or Lots the estimated costs of repairing such damage. Such estimated cost to be fixed by the Seller or the Agent on his behalf whose decision shall be final and binding on the Buyer.

8.6. Where items sold are required to be removed from the Seller's premises, only contractors approved for operation under any Code of Practice in force under current Health and Safety legislation or regulations and recognised by the Seller will be allowed to undertake the removal of a Lot where the removal of such Lot is governed or regulated by any such Code of Practice.

8.7. The Buyer is solely responsible for obtaining any export license that may be required in connection with the removal of any Lot purchased by it.

9. Retention of Title Claims

9.1. If it is established to the satisfaction of the Agent or the Seller, at any time after title in the Lot has passed to the Buyer, that the Lot is subject to a charge, lien, retention of title claim or other encumbrance or that the Seller does not have good unencumbered title thereto then the Agent or the

Seller may elect by notice in writing to exclude the asset from the sale whereupon the Buyer shall be deemed to have waived and relinquished such title as it may have acquired to such asset and the same shall not be a ground for rescinding, avoiding or varying any or all of the provisions hereof or for the recovery of any or all of the Purchase Price paid by the Buyer.

- 9.2. If the title of the Seller to any asset possession of which is allowed to the Buyer is or shall at any time be called into question (whether in any proceedings or otherwise) by any third party or if there shall be any dispute arising out of these Conditions, the Buyer shall allow to the Seller and its servants authorised agents and invitees access to all assets in question during normal business hours for the purpose of resolving such question.
- 9.3. In respect of any of the assets excluded from these Conditions by the Agent, or the Seller pursuant to clause 9.1, the Buyer undertakes with the Agent and the Seller either:
 - 9.3.1. to deliver at his own expense possession of any such asset or assets so excluded forthwith on being required so to do by the Agent or the Seller to such place as the Agent or the Seller shall require; or
 - 9.3.2. to pay to the Agent or the Seller forthwith upon demand a sum equal to the amount agreed or adjudged as between the Seller and the owner or owners of such asset or such other third party having a claim thereto to be recoverable from the Seller by reason of the failure by the Buyer to deliver possession of such asset as provided in clause 9.3.1.
- 9.4. Without prejudice to the generality of the foregoing, the Buyer agrees fully and effectually to indemnify, and keep indemnified, the Seller from and against all claims, losses, proceedings, damages, sums and expenses from time to time paid or payable or incurred or suffered by the Seller in respect of any claims by suppliers for retention of title, without set off counterclaim or any other deduction of any nature.

10. Health and Safety and other Requirements

- 10.1. Neither the Agent nor the Seller makes any representation or warranty that any Lot sold satisfies any health and safety, quality or other standards imposed by statute, rules or regulations, in particular but without limit those relating to plant and machinery, motor vehicles, food, furniture, and electrical equipment and it shall be the Buyer's obligation and responsibility to comply in all respects with such statute, rules and regulations before the Lot sold is consumed used sold supplied or otherwise disposed of to a third party.
- 10.2. Neither the Agent nor the Seller shall be under any liability pursuant to Section 6 of the Health & Safety at Work Act 1974. The Buyer undertakes to carry out all necessary tests and examinations and other works to ensure that insofar as it is reasonably practical any Lot purchased will be safe and without risk to health and safety at all times when it is being set, used, cleaned or maintained by any person at work.
- 10.3. Certain types of plant or main service installations may contain blue and white asbestos, dangerous chemicals, etc. which if not handled correctly during their removal from the site could be in breach of the Health and Safety at Work Act 1974 or other statute or regulations made thereunder covering the use of such substances in a working environment. It shall be the Buyer's obligation and responsibility to comply in all respects with such statute, rules and regulations before and during removal of any such Lot.
- 10.4. Neither the Agent nor the Seller represents that any Lot sold which comprises furniture or furnishings within the Furniture and Furnishings (Fire & Safety) Regulations 1998 are in a condition which makes them suitable for domestic use. If such Lots are sold or supplied in due course for domestic use, the Buyer shall before selling or supplying them for such use ensure that they comply with the requirements of such regulations.
- 10.5. The Buyer of any Lot which comprises a motor vehicle shall be responsible for complying with all legal requirements as to the construction and use of that vehicle and for obtaining all certificates, permits or other authorisations necessary before that vehicle can be used on any road.

- 10.6. Neither the Agent nor the Seller warrants the accuracy of any recorded mileage on any motor vehicle which is given for information purposes only and must not be relied upon by a Buyer as indicating the actual mileage travelled by the vehicle.
- 10.7. No warranty or representation is given that the hardware, equipment and/or software which constitutes any Lot sold shall be free from viruses, trojan horses, worms, time bombs, cancel bots or other computer programming code or defects which are intended to damage a user system or data, or compromise security, disrupt services, capture passwords or collect or use tools intended to explore, exploit computer systems or network security or vulnerability and any Buyer of such Lot accepts and uses such hardware, equipment and software entirely at his own risk.
- 10.8. The Seller and the Agent are not selling any computer software or data and shall be entitled to have access to any Lot sold which constitutes or incorporates computer software whether before or after removal by the Buyer to his own premises for the purposes of removing the software and deleting all or any data of whatever form or type which may be contained or stored within such software and neither the Seller nor the Agent shall have any liability for any direct or indirect loss or damage to the Lot sold caused by such deletion.
- 10.9. The Buyer shall indemnify the Agent and the Seller (as the case may be) against all claims, costs, damages and legal and other expenses arising directly or indirectly from any breach by the Buyer of his obligations under this Clause 10.

11. Default by the Buyer

- 11.1. If at any time, the Buyer has failed either to pay the sums specified in Clauses 7.1 or 7.3 in full by the expiry of the time specified in Clause 7.5 (or any extension granted under Clause 7.6 above) or to remove any Lot by the time specified in Clause 8.3 above (or any extension granted under Clause 8.4 above) the Agent may rescind the sale of that Lot, and any deposit shall be forfeit and that Lot may be resold.
- 11.2. The Agent shall be entitled to charge interest upon any unpaid balance of the Purchase Price at a rate of 4% above the base rate for the time being of Barclays Bank Plc and to charge the Buyer for all storage charges incurred by the Agent or the Seller arising after the time specified for removal until the Seller elects to rescind the sale, if at all, which election he may make at any time after such non-payment or non-removal as the case may be. Such storage charges to be payable by the Buyer on demand.
- 11.3. If the Agent has rescinded the sale but the Buyer has removed the Lot bought, the Agent shall be entitled without previous notice to enter upon any premises where he believes the Lot to be and remove it.
- 11.4. If the Agent has rescinded the sale and the Lot has been resold, the Buyer shall make good any deficiency, namely:-
- 11.4.1. the Purchase Price less the resale Purchase Price;
- 11.4.2. costs of and incidental to resale (including any insurance or storage charges).
- 11.5. In the event that the Buyer has failed to remove any Lot by the time specified in Clause 8.3 above (or any extension granted under Clause 8.4 above) so that the Seller is unable to give vacant possession upon disposing of or relinquishing any interest in the premises from which the Lot should have been removed, the Buyer shall indemnify the Seller against all loss and expenses caused thereby.
- 11.6. If, before title passes to the Buyer under these Conditions, the Buyer nevertheless purports to resell or otherwise dispose of the lot or any interest therein, the Buyer shall hold the proceeds of such sale or other disposition upon trust for the Agent and the Seller jointly until title passes to the Buyer under these Conditions, if at all, and in the meantime the Buyer shall not deal with, charge or dispose of such proceeds except with the written consent of the Seller or of the Agent.

12. Liabilities and Indemnities

- 12.1. Where the Agent conducts a sale on behalf of a Seller who is an Insolvency Practitioner acting as an Office Holder under the Insolvency Act 1986 (as amended) –

- 12.1.1. the Seller shall only act as an agent on behalf of the insolvent company or individual (as the case may be) and shall be under no personal liability whatsoever in respect of the contract for sale of any Lot;
 - 12.1.2. the Seller and the Agent on his behalf sell only whatever right, title or interest the insolvent company or individual may have in any Lot.
- 12.2. Save in respect of a sale to which Clause 12.1 above applies, the Seller warrants to the Buyer that the Seller is able to pass good title and if the Seller is not able to do so, the Agent shall use his reasonable endeavours to assist the Buyer at the Buyer's expense in obtaining good title, but the Agent shall not be bound to initiate litigation and shall not be under any other obligation to the Buyer.
- 12.3. The Agent neither has nor professes any expert or other knowledge of any Lot sold and all Lots are sold as seen and where lying with all faults and imperfections and errors of descriptions, age, measurements, weight, quantity or quality and whether material or not and all illustrations and descriptions on the Website are for identification only.
- 12.4. The Buyer shall be deemed to have inspected and approved each Lot he buys and if he buys without previous inspection he shall be deemed to buy with notice of all defects and to have done so at his own risk. Any statement by the Agent as to the Lot is as a statement of opinion only.
- 12.5. Neither the Seller of any Lot nor the Agent, their servants or agents, makes or gives nor has any person in the employment of the Agent any authority to make or give any representation or warranty in relation to any Lot and any express or implied conditions or warranties as to description quality or fitness are to the extent permitted by law excluded.
- 12.6. No Lot is sold as comprising or including any new goods and unless specifically stated otherwise does not include any contents.
- 12.7. No liability shall attach to the Seller or Agent either in contract or in tort for loss, injury or damage and legal or other expenses sustained by the Buyer, his employees, servants, agents, principal or employer or his or their property by reason of:-
 - 12.7.1. any defect in any Lot sold, whether or not such defect be latent or apparent on inspection;
 - 12.7.2. any defect or danger in or on the premises where the Lot is held;
 - 12.7.3. any use or misuse of any of the plant or machinery or equipment present on the premises where the Lot is held, including without limitation, forklifts, travelling gantry cranes and other cranes;
 - 12.7.4. any alleged failure of the Agent to properly advertise the sale or obtain expert advice with regard to any Lot offered for sale;
 - 12.7.5. any act or omission of any person other than the Agent.
- 12.8. In no circumstances shall the Agent be liable to any person who makes any offer for any Lot nor to any agent or employee of such person for any consequential loss or damage howsoever caused.
- 12.9. The Agent does not guarantee continuous, uninterrupted or secure access to the Services, and the operation of the Website may be interfered with by numerous factors outside the Agent's control. The Website and the Services are provided "as is" and as and when available, and to the extent permissible by law in relation to the operation of the Website the Agent excludes all implied warranties, conditions or other terms, whether implied by statute or otherwise, including without limitation any terms as to skill and care or timeliness of performance.
- 12.10. Each of the Clauses 12.1 to 12.9 and the sub-Clauses therein shall be severable and take effect as separate Clauses and sub-Clauses as the case may be.

13. Breach

- 13.1. Without limiting its other remedies, the Agent may limit a user's activity on the Website, immediately issue a warning, suspend or terminate a user's User ID and refuse to provide the Services to a user without notice: (a) if a user breaches these Conditions or the documents incorporated by reference; (b) if, despite the Agent's reasonable endeavours, the Agent is unable to verify or authenticate any

information a user provides to it; or (c) if the Agent believes that a user's actions may cause it financial loss or legal liability.

14. Privacy

- 14.1. The terms of the Agent's Privacy Policy are incorporated by reference into these Conditions. Users are encouraged to periodically review the Privacy Policy posted on the Website at [\[link to privacy policy\]](#).

15. Miscellaneous

- 15.1. The benefit and burden of these Conditions may not be assigned.
- 15.2. If any Clause or any part of any Clause will be held to be unenforceable or invalid such unenforceability or invalidity will not affect the enforceability and validity of the remaining Clauses or the remainder of the relevant Clause.
- 15.3. The headings used in these Conditions are for convenience only and will not affect their interpretation.
- 15.4. In these Conditions "including" will mean "including, without limitation".
- 15.5. The failure of or delay by the Agent or the Seller in the enforcement or exercise of any right arising under these Conditions will not operate or be deemed to operate as a waiver of the Agent's or the Seller's rights under these Conditions except to the extent of any express waiver given to a Buyer in writing. Any such waiver will not affect the ability subsequently to enforce any right arising under these Conditions.
- 15.6. References in these Conditions to the Agent will, where appropriate, include reference to the Agent's officers, employees and agents. Save as expressly provided in this sub-clause 15.6, nothing in these Conditions will confer or purport to confer on any third party any benefit or the right to enforce any term of these Conditions, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. Where these Conditions confer an immunity from, and/or an exclusion or restriction of, the responsibility and/or the Agent's liability, these Conditions will operate in favour and for the benefit of any of the Agent's officers, employees or agents, each of whom will be entitled to avail itself of the relevant immunity and/or exclusion and/or restriction within and for the purposes of the Contracts (Rights of Third Parties) Act 1999 and generally at law.
- 15.7. Unless otherwise stated in these Conditions or the Special Conditions, all fees and other charges made by the Agent to a Buyer under these Conditions are exclusive of VAT and VAT will be payable by Buyers on such fees and charges accordingly.
- 15.8. If the Agent is prevented from performing its obligations under these Conditions by circumstances beyond its reasonable control or if performance of its obligations would give rise to a significantly increased financial cost to the Agent, the Agent will not, for so long as such circumstances prevail, be required to perform such obligations.
- 15.9. The copyright in the text of the Website and photographs and illustrations of Lots shown on the Website belongs to the Agent. Users will not reproduce or permit anyone else to reproduce such text, photographs or illustrations without the Agents prior written consent.
- 15.10. In these Conditions unless the context otherwise requires the following words will mean:

Buyer	the person notified pursuant to Clause 5.7 that their offer has been accepted by the Seller;
CHAPS	the Clearing House Automatic Payment Service;
Expenses	means all charges and expenses paid or payable to the Agent pursuant to these Conditions including but not limited to legal expenses, customs duties, packing or shipping costs, taxes, levies, storage charges or costs of collection from you in the event of default plus VAT if applicable;
Lot	a lot offered for sale by way of auction on the Website;

Buyer's Premium	the premium up to 25% of the Purchase Price plus VAT or such other Buyer's Premium as is specified in the Special Conditions;
Purchase Price	in relation to a Lot the aggregate of the price of the successful offer and VAT on the successful offer (if applicable), the Buyer's Premium and VAT on the Buyers Premium, any other sum due pursuant to Clause 6.3 and any Expenses;
Seller	the seller of a Lot;
Website	the website at www.gmgasset-management.com

SPECIAL CONDITIONS OF SALE

Buyer's Premium The purchaser will pay to the Auctioneer a Premium of 15% on the hammer price to which will be added VAT at the applicable rate. The premium is NOT negotiable and is payable by ALL purchasers. The purchaser agrees that the Auctioneer, when acting as agent for the seller, may also receive a commission from the seller.

In addition, a 2.5% ibidder / Bidspoetter fee applicable.

Value Added Tax All lots will be sold exclusive of Value Added Tax which will be added to purchaser's sale accounts at the standard rate as appropriate (except for the private saloon cars). VAT will be charged to and paid by all purchasers.

Payment & Terms Payment must be TELEGRAPHIC TRANSFER to allow for quick collection of lots. **The balance of any account must be paid BEFORE COLLECTION**

All payments must be made in GBP.

Our Bank Details are:

Santander
Account Number: 10965007
Sort Code: 09-02-22
Account Name: GMG Asset Valuation Ltd Client Funds.

Deposits The Auctioneers reserve the right to collect deposits from purchasers at the time of their first purchase and from time to time throughout the sale as deemed necessary by the Auctioneer.

Motor Vehicles Without prejudice to our Conditions of Sale, sales of motor vehicles, commercial vehicles, motor cycles and trailers (hereinafter called 'vehicles') are subject to the following further conditions:

(a) The Buyer will ensure that the vehicle is not used on any road until:
(i) It has been altered or put into such condition as shall comply with all legal requirements whether under the Road Traffic Acts and regulations made there under or otherwise.
(ii) It has been altered or put into a roadworthy condition where the vehicle is unroadworthy by reason of its construction, weight and equipment, its brakes, steering gear, tyres, lighting equipment, reflectors or any other part.
(iii) It has all valid permits and/or certificates as may be required by law (including but without prejudice to the generality) DOE Test Certificate, Ministry of Transport plating certificate and insurance certificate.

(b) The Odometer reading of the vehicle (if any) is not warranted.

(c) AN IMMEDIATE DEPOSIT OF £500 WILL BE REQUIRED IN THE SALE ROOM FROM THE PURCHASER OF EACH VEHICLE.

Removal NO LOTS WILL BE RELEASED WHILST THE SALE IS IN PROGRESS.

The premises will be open for collection of lots **STRICTLY BY APPOINTMENT FOLLOWING COMPLETION OF THE SALE.** If no communication has been received or no purchaser or representative of the purchaser has appeared at the premises to remove his lot/lots, by the given

dates then the Conditions of Sale shall apply.

FINAL DATE OF REMOVAL IS OF THE ESSENCE.

NO LOTS WILL BE RELEASED WITHOUT THE PRESENTATION OF THE PURCHASERS INVOICE OR RELEASE NOTE WHERE APPROPRIATE.

Reserves

Where appropriate and at the Auctioneers discretion, lots may be subject to a reserve.

NOTICES TO PURCHASERS

Viewing As outlined above

**Health
And
Safety**

A. On Site

1. Please note that, as an industrial site, the premises may have hazardous areas and attendees must exercise due caution when walking around.
2. Children under 16 years of age will not be allowed on site.
3. Smoking is prohibited everywhere on site.

B. During Removal

All lots must be removed in accordance with the Conditions of Sale as set out in the catalogue.

C. Use of Equipment

It is expressly brought to the Bidders attention that, at the time of the sale, any item of plant, machinery or equipment contained in the lot(s) may not necessarily comply with any Acts or Regulations governing the use of that plant, machinery or equipment. Successful Bidders for any such plant, machinery or equipment are hereby required to ensure that the use of any such at a place of work within the United Kingdom does not contravene such relevant Act or Regulation thereunder applicable thereto.

**Value
Added
Tax**

VAT PROCEDURES FOR EXPORT OF GOODS

Deposits procedures

EU Countries

Where goods purchased at auction are to be exported it may be possible for the goods to be sold without adding VAT. If you intend to export goods you must inform the auction staff at the auction of your intention to export who will issue a zero-rated invoice if appropriate. If you are exporting to another EU country, you must provide auction staff with your name, address and EU VAT number. These details will be included on the sales invoice. If you do not have a valid EU VAT number, VAT will be charged at the appropriate rate. All buyers must pay a refundable deposit equal to the amount of VAT that would otherwise be payable. This must be paid prior to the goods being removed. This will be held by us and refunded once we receive satisfactory proof of export. In order for the VAT deposit to be refunded, all goods must be exported and proof of export provided (see below) within 3 months of the date of the auction. If we do not receive suitable evidence of export within this time we will keep the VAT deposit and issue an invoice charging VAT at the appropriate rate. VAT will always be payable on any buyer's premium. Original documents must be provided in order to refund the VAT.

Non-EU Countries

Where goods purchased at auction are to be exported it may be possible for the goods to be sold without adding VAT. If you intend to export goods you must inform the auction staff at the auction of your intention to export who will issue a zero-rated invoice if appropriate. All buyers must pay a refundable deposit equal to the amount of VAT that would otherwise be payable. This must be paid prior to the goods being removed. This will be held by us and refunded once we receive satisfactory proof of export. In order for the VAT deposit to be refunded, all goods must be exported and proof of export provided (see below) within 3 months of the date of the auction. If we do not receive suitable evidence of export within this time we will keep the VAT deposit and issue an invoice charging VAT at the appropriate rate. VAT will always be payable on any buyer's premium. Original documents must be provided in order to refund the VAT.

Proof of export

Evidence must show that the goods you have been supplied with have left the UK. Copies of commercial transport documents and/or official HMRC export evidence alone will not be sufficient although they should still be provided. Information held must identify the date and route of the movement of goods and the mode of transport involved. It should include the following:

Name and address of vendor
Name and address of customer
Description of goods
Value of goods

Date of departure of goods from the auction premises and from the UK.

Name and address of the haulier collecting the goods

Registration number of the vehicle collecting the goods and the name and signature of the driver and, where the goods are to be taken out of the UK by a different haulier or vehicle, the name and address of that haulier, that vehicle registration number and a signature for the goods

Route, for example, Channel Tunnel, port of exit

Copy of travel tickets

Name of ferry or shipping company and date of sailing or airway number and airport.

Trailer number (if applicable)

Full container number (if applicable)

Vague descriptions of goods, quantities or values are not acceptable. For instance, "various electrical goods" must not be used when the correct description is "2000 mobile phones (Make ABC and Model Number XYZ2000)". An accurate value, for example, £50,000 must be shown and not excluded or replaced by a lower or higher amount.

If you are not able to provide adequate proof of export within the three-month time limit it may not be possible for the VAT deposit to be returned.

Catalogue

All lots will be sold subject to the General & Special Conditions of Sale in the front of this Catalogue. Bidders are strongly advised to read them carefully.

Lot No.	Lot Description
1	KIA Superturn 28 CNC lathe Fanuc Oi-TB CNC control Swarf conveyor Serial no. SKT-28-0300 Year - 2005
2	Dugard Eagle 300 slant bed CNC Lathe Fanuc O-TD CNC control Swarf conveyor Serial no. 290712 Year - 2003
3	Mori Seiki SL-25 CNC slant bed CNC lathe Fanuc 1-5T CNC control Bar feed system Swarf conveyor Serial no. n/a Year - n/a
4	Fadal VMC4020 CNC vertical machining centre Fadal 32MP CNC control & Twin Pallet Change 20 position ATC Hydrosweep swarf conveyor Serial no. 9807331 Year - 1998
5	Fadal VMC 914-15 CNC vertical machining centre Fadal 88HS CNC control 20 position ATC Serial no. 9512653 Year - 1996
6	Fadal Matchmaker VMC4020 906-1 CNC vertical machining centre Fadal 88HS CNC control 20 position ATC Serial no. 960821 Year - 1996
7	Kitamura Mycenter model 1A02B CNC machining centre Fanuc control Hoffman vertical indexing rotary table Serial no. 7150147 Year - 1985
8	Europa type Centurian CU-6 ram type milling machine c/w Newall DRO Serial no. 99090185 Year -1999

9	Graziano model Sag 22 Centre Lathe Serial no. 102222 Year - n/a
10	XYZ model 1760 430 x 150 gap bed centre lathe Serial no. n/a Year - n/a
11	Hardinge model HLV-H Toolroom Lathe with bar feed Serial no. n/a Year - n/a
12	Hardinge Turret lathe Ferranti 2 axis DRO Serial no. n/a Year - n/a
13	Colchester Master 2500 centre lathe c/w Colchester 2 axis DRO Serial no. n/a Year - n/a
14	Colchester Bantam 2000 straight bed centre lathe Serial no. 3/011/02410 Year - n/a
15	Jones & Shipman model 540 surface grinder c/w 18" x 6" magnetic table Serial no. B90828 Year - n/a
16	Shizuoka variable speed turret milling machine Mitutoya 3 axis DRO Serial no. 66226 Year - n/a
17	Shizuoka variable speed turret milling machine Mitutoya 3 axis DRO Serial no. 3944 Year - n/a
18	Bridgeport variable speed turret milling machine Newall 2 axis DRO Serial no. 15212117281 Year - n/a
19	Emill vertical milling machine Easson ES8 2 axis DRO Serial no. 050600 Year - n/a
20	Elliot Sturdimill 1500 horizontal milling machine (not in use) Serial no. n/a Year - n/a

21	Cincinnati type no.2 cutter grinder serial no. 00104 Year - n/a
22	Startrite type 185-5 horizontal bandsaw Serial no.738 Year - n/a
23	Eroda Electro discharge machine Generator cabinet Microwizard 3 axis DRO Serial no. 87129 Year - n/a
24	Electro - Arc Model 2-S Metal disintegrator Serial no. 2466 Year - n/a
25	Clarkson Mark 2 tool and cutter grinder Serial no. 575 Year - n/a
26	Astra type 6 key slotting machine Serial no. n/a Year - n/a
27	Hydrovane model HV 18RS V18A packaged air compressor Serial no. V18-600574-1203 Airmac Drypoint air drier Vertical air receiver
28	Unbranded 22 ton hydraulic frame press
29	PEI-Point PX1600 Spot welder Serial no. n/a Year - n/a
30	Prosaw model 220 SAR horizontal bandsaw Serial no. 9764 Year - n/a
31	Sip type PL10 10 spot welder Serial no. - 8905 Year - 1993
32	Bradfaker belt sander
33	Morgan Rushworth model PBR 2500 powered triple bending rolls Serial no. 94NF502/1105 Year - 2005
34	Carter model HGD 3100-16 powered guillotine c/w back gauge c/w un-used replacement blades. Serial no. G-585 Year - 2001

35	Promecam type RG-35-25 upstroking press brake 35t x 2500m c/w sick light gaurds, Complete with Tooling. Euro gauge control Serial no. n/a Year - n/a
36	Adira Adias Ramos type QH6325 63T x 2500m pressbrake c/w tooling Serial no. 2390/4 888 Year - 1985
37	Amada model 2532 2500m x 3mm hydraulic guillotine Serial no. 25321981 Year - 1986
38	Grinding master type MCS B900 wide belt sander serial no. E45501 Year - n/a
39	HPC Laserscript Laser engraving and cutting machine Serial no. n/a Year - n/a
40	Simat model 65-3100 hydraulic guillotine Serial no. 02847 Year - 1989
41	Elumatec cut off saw Serial no. 20143 Year - 1990
42	Jones & Shipman model 540 surface grinder (not in Use) 12" x 6" magnetic table Serial no. n/a Year - n/a
43	Startrite model 24-V-10 vertical bandsaw c/w blade welder Serial no. n/a Year - n/a
44	Lincoln Electric Square Wave 255 tig welder Serial no. 10026 - 01940221305 Year - n/a
45	Tecna Model 3655 evolution spot welder Serial no. 3655 - E - 0F20 Year - n/a
46	Doall CE-1220A power bandsaw Serial no. 408-8113 Year - n/a
47	Bowers 125mm-150mm & 150mm-175mm Bore Gauges
48	Norton 8A Fly Press

49	Ecotechnics model ECK 1800 Aircon Servicing Machine Serial no. TC1604029 Year - 2016
50	Tecalemit model SF8837 3000kg single post vehicle lift Serial no. 01707 Year - 1996
51	A range of inspection equipment throughout including, micrometers, verniers etc
52	Unbranded Granite inspection table 1.3m x 1.3m
53	DEA Granite inspection table 1.3m x 1.1m
54	Dea Swift bridge type co-ordinate measuring machine
55	Instapacker type IT-4984 foam in place system
56	Shadowmaster Shadowgraph profile projector
57	Euromac model 200/6 hydraulic corner notcher Serial no.1071034 Year - 2004
58	Amada Promecam Versa 204 corner notcher (Not In Use) Serial no. 2041522 Year - 1991
59	Pierce All type 20/25 Perf-O-Mator 50 ton single station hydraulic punch Serial no. n/a Year - n/a
60	Kingsland model 85XS universal hydraulic steel worker Serial no.131998 Year - n/a
61	Kingsland model 45XA hydraulic steel worker Serial no. 910597 Year - n/a
62	Emmegi 450 automatic 0-500 cut off saw Serial no. n/a Year - 1997
63	Morgan Type PBR 2025/125 powered triple bending rolls Serial no. n/a Year - n/a
64	LDV Shape Delta 1000 20 ton turret punch Serial no. 2146 Year - 1994
65	Pierce All type 20/25 Perf-O-Mator 25 ton single station hydraulic punch Serial no. 2/13/79 Year - n/a

66	Apex Newinghall Pantocut rotary engraver with AMC controller
67	Polysoude autotig 250-4 orbital welder Serial no. n/a Year - n/a
68	PDJ Vibro Ltd Vibratory deburring bowl Serial no. n/a Year - n/a
69	Viceroy model TDS7/D2E double ended grinder Serial no. 17362 Year - n/a
70	Viceroy double ended grinder Serial no. n/a Year - n/a
71	Unbranded Manual triple bending rolls Serial no. n/a Year - n/a
72	Hodge Clemco Enviroclean Series 1000 shotblast cabinet with air receiver
73	Cannin & Co type 1531 spindle polisher Serial no. n/a Year - n/a
74	A Range of Inspection Equipment to Cupboard as Lotted
75	Messer type EWM 300 plus tig welder Serial no. 090-00471-00002 Year - n/a
76	Fobco Star pillar drilling machine Serial no. n/a Year - n/a
77	SIP ideal 300N welder Serial no. n/a Year - n/a
78	Esab Heliarc 353i ac/dc water cooled welding power source Serial no. S1244281029 Year - n/a
79	Transtig SSP 200DC welder Serial no. n/a Year - n/a
80	Transarc DC400 arc welder Serial no. n/a Year - n/a

81	ESAB Mig C280 Welder Serial no. EN60974-1 Year - n/a
82	SIP 3/4 HP Heavy duty bench grinder Serial no. n/a Year - n/a
83	Messer type EWM 300TIG welder Serial no. 090-000067-00002 Year - n/a
84	Miller Syncrowave 300 water cooled welding power source Serial no. n/a Year - n/a
85	Lincoln Electric invertec V305-T AC/DC tig welder Serial no. n/a Year - n/a
86	BOC ADR300 Argonarc AC/DC welder Serial no. n/a Year - n/a
87	Fluidair Rotopack RP4-47 packaged air compressor Serial no. 4000S VTM 90-GL air drier
88	Ecoair model A10 packaged air compressor Serial no. 2143051 Technology air receiver
89	Karcher model HDS 60 pressure washer
90	MI VA Model 350 Pulldown Saw
91	Nu-Tool DP16-12 Drill Press
92	Nu-Tool DP20-12 Drill Press
93	Murex transmig 300C mig welder Serial no. 439-812-0320 Year - n/a
94	Lincoln Powertec 300C welding rectifier Serial no. P1050803133 Year - n/a
95	Lincoln Invertec V305-T AC/DC welder Serial no. n/a Year - n/a
96	Murex Transtig AC/DC 360 welder Serial no. n/a Year - n/a

97	Lincoln Powertec 300c mig welder Serial no. n/a Year - n/a
98	Chief mig welder Serial no. n/a Year - n/a
99	FJ Edwards 1mtr manual triple bending rolls Serial no. n/a Year - n/a
100	Unbranded 1mtr manual triple bending rolls Serial no. n/a Year - n/a
101	Hecht Model 9329TD mobile snow blower Serial no. 3011100745 Year - 2011
102	MacGregor Type M2-20-3 spot welder Serial no. M921701 Year - n/a
103	Progress no.1 drillpress Serial no.- 2467,511 Year - n/a
104	Progress no.1 drillpress Serial no.- 2467,563 Year - n/a
105	Linde CG213 electric pallet truck Serial no. n/a Year - n/a
106	Komatsu PD20-10 forklift truck Serial no. 231722 Year - n/a
107	Arboger Pillar drilling machine
108	Philip Wimber Powered Swager
109	Unbraded 6'Belt Linisher
110	Makita Pulldown Saw
111	Jasic MIG350 Compact Inverter Welder
112	X-Tract fume extraction system
113	Miller Deltaweld 602 mig welder with Wire Feed Unit
114	Esab Mig 510W mig welder with Wire Feed Unit
115	Gastolin 350 DS Mig Welder with Wire Feed Unit
116	Murex Transmig 413S welder with wire Feed Unit
117	Oxy-Acetylene Bottle Trolley with hoses & gauges

118	kemper Profimaster model MB840 mobile fume extractor
119	Cebora pro F70 plasma cutter
120	Econocut 100-150 plasma cutter
121	Nederman Filter Box Nederman extraction unit
122	Jasic MIG350 compact inverter welder
123	Kemppi Kempoweld 4000 thermal arc mig welder
124	RS Machine Tools Model BMSY 320GL horizontal bandsaw Serial no. 0726 Year - 2000
125	Richmond model SR2 radial arm drilling machine Serial no. n/a Year - n/a
126	Murex Transmig 513 welder
127	MEC Brown type 75 pull down saw
128	A range of hand and power tools to workshops throughout as Lotted
129	Complete Powder Coating and Curing Plant Comprising:- Powder coating spray booth (manual) 3mtr x 1.5mtr Gas fired curing oven 5mtr x 2mtr x 2mtr 2 x Gas fired curing ovens 2mtr x 2mtr x 2mtr 2 x oven curing racks 2 x Gema easytronic spray guns Hydrovane type HV07 air compressor c/w moisture control. Control panel
130	Large quantity of coating powder
131	Hodge Clemco Enviroclean Series 1000 shotblast cabinet with air receiver
132	Ifor Williams twin axle trailer 3mtr x 2mtr Serial no. SCK400000103234495 Year - n/a
133	Steel Container
134	Steel Container

135	Steel Container
136	Steel Container
137	Steel Container
138	Steel Container
139	Unite Type 4820 Wheel Balancer
140	Unite Type 4226 Tyre Changer
141	Blank Lot
142	Range of Power & hand Tools to Pallett as Lotted
143	Blank Lot
144	Range of Power & hand Tools to Pallett as Lotted
145	Union Double Pedestal Grinder
146	Unbranded Double Pedestal Grinder
147	Various Chucks, Vices, Angle Plates etc. to Rack as Lotted
148	Various Angle Plates, Slotted Box Tables to Pallet as Lotted
149	4 x Various Vices to Pallet as Lotted
150	2 x Indexing Chucks and Rotary Table to Pallet as Lotted
151	Blank Lot
152	Dewalt Power Saw
153	Blank Lot
154	Range of Power Tools as Lotted
155	Blank Lot
156	Range of Hand Tools as Lotted
157	Blank Lot
158	Magtron Magnetic Drill Machine
159	Blank Lot
160	Hikoki Angle Grinder
161	Blank Lot
162	Magnetic Based Drill
163	Blank Lot
164	Adjustable Rollers as Lotted
165	Blank Lot
166	Ryobi Cut Off Saw
167	Blank Lot
168	Blank Lot
169	3 x Portable Generators & Lifting Slings etc. as Lotted
170	2 x Dismantled Scaffold Towers as Lotted
171	Range of Tools to Pallet as Lotted
172	SIP 5 Speed Drill Press
173	Kamasa 150 mm Bench Grinder

174	Titan Bench Grinder
175	Items to Pallet as Lotted
176	Miller Dialac HF Welder
177	Makita Chop saw
178	Contents to Store including Racking as Lotted
179	Blank Lot
180	Welding Wire

END OF SALE