

Parker House Tanyard Lane Bexley Kent DA5 1AH

Tel: 0844 561 1261 Fax: 0844 561 1351

SALE BY TENDER

COMPLETE STOCK AND EQUIPMENT OF KEMBREY WIRING SOLUTIONS LIMITED (IN LIQUIDATION)

TO TAKE PLACE: Thursday 16 May 2013

We have been instructed on behalf of the RSM Tenon and Kelmanson Insolvency Solutions, the Liquidators of Kembrey Wiring Systems Limited (In Liquidation), to offer for Sale by Tender Aerospace and Defence Wiring Harnesses Engineering Stock, Parts and equipment.

Viewing will by appointment only:

Tender forms must be completed and handed to, or in the possession of the Auctioneer or his authorized agent by no later than **Thursday 16 May 2013 at 3pm**. The successful bidder(s) will be notified as soon as possible after this time.

The attached conditions of sale will apply and purchaser(s) are assumed to have satisfied themselves on all matters before submitting a Tender.

No allowance whatsoever will be made.

Payment will be by CASH, DEBIT CARD, CREDIT CARD, BANKERS DRAFT OR SAME DAY TRANSFER only, made payable to: Sherlocks Valuers and Auctioneers Ltd.

All accounts must be settled within **24 hours** of confirmation of acceptance.

Clearance may commence immediately following payment; all items must be removed from site no later than **Thursday 23 May 2013 at 4pm.**

All Tenders are subject to 10% Buyers Premium and VAT on the total at 20%

Sherlocks Valuers and Auctioneers Ltd













LOT	QTY		DESCRIPTION	AMOUNT
			Braiding	
1	1	X	Cobra 450 braiding machine 24 Carrier	£
2	1	X	Oma braiding machine 16 Carrier	£
3	1	X	Cobra 450 braiding machine 16 Carrier	£
4	1	X	Cobra 450 braiding machine 16 Carrier	£ £
5	1	X	Cobra 450 braiding machine 32 Carrier	£
5	1	X	Oma braiding machine 32 Carrier	£
7	1	X	Braimak braiding machine 16 Carrier	
3	1	X	JB Hyde braiding machine 32 Carrier	£ £ £
9	1	X	JB Hyde braiding machine 24 Carrier	£
LO	1	X	Braimak braiding machine 32 Carrier	£
l1	1	X	Braimak braiding machine 48 Carrier	£
			To Bid On All Items In The Complete Braiding Section Please Place Bid Here: Lots 1-11	£
			Cable Printing	
12	1	х	Laser Cable Printer CLC 98009 ES Technologies	£
			Laser Control Panel CLC LS900 Purex Fume Extraction And Purification Unit Serial Number 210 096 Industrial Cooling System Taels 990235	
13	1	х	Euro Spectrum Technologies D500EA-16 Serial C1047-60 Capris 60-2000	
			Includes 15" Dell Monitor, 1 Mouse	r
			and 15" Eli Monitors 1 Mouse	£
			To Bid On All Items In The Complete Cable Printing Section Please Place Bid Here: Lots 12-13	£
			Warehouse	
L 4	63	X	Work Benches 8ft X 3ft	£
L 5	60	X	Swivel High Chairs	£
16	17	X	Wall Mounted Shelving Units	£
L 7	6	X	Yellow Disposal Bins	£
. 8	40	X	Boxes containing green storage	
			containers	£
L8A	150	X	Red and White trays	£
<u> 1</u> 9	1	X	Large Plans Printer - HP Design Jet 4000PS	£
20	7	X	Grey tables	£

21	5	x	Grey shelving units	£
22	1	Х	Dell Optiplex GX 520	£
23	1	Х	Hp Company Desktop	£
24	2	Х	Dell Optiplex 745	£
25	4	Х	Dell LCD Monitors	£
26	1	Х	Epson Stylus D120 Printer	£
27	2	Х	Tyco electronics TE3124 printers	£
27A	1	Х	Zebra 140Xi11 printer	£
28	20	Х	Green Partitions	£
29	1	X	Nobo Board On Wheels	£
30	1	X	Whiteboard 8 Ft	
31	2	X	Pallet Trucks	£
32	4	X	Sets Of Aluminium Steps	
33	1	X	Bri Truck Max 150 Kgs	£
34	7	X	Trolleys	£
) 4	,	*	Trolleys	
			TO BID ON ALL ITEMS IN THE COMPLETE WAREHOUSE SECTION PLEASE PLACE BID HERE: LOTS 14-34	£
			Work Stations	
35	2	Х	Hot Marker Model H402-A	£
36	1	X	Cook Works Oven	<u>-</u>
37	1	X	Avelair Compressor Unit 8EDR7.5 with	
	-	^	Parker Water Cooler SPL018 Serial	
			3724620003	£
38	1	х	HP Printer P2005DN	<u>-</u>
39	1	X	Schleuniger PF100D Cable Prefeeder and	
	-	^	Schleuniger CS9050 Cut And Strip	
			Machine	£
40	1	Х	Bubble Wrap and stand	£
41	1	X	Kern digital platform scales with memory	
	_		Serial W1008	£
42	1	х	HP Desktop With Windows XP, Dell	
-	-		Monitor and Compaq Keyboard	£
43	1	x	HP Laser Jet P2014	£
44	1	X	Dell Desktop Intel Core Duo Vista HP	
	-		Monitor and Dell Keyboard	£
45	2	x	Hulme Martin Heat Seal	£
46	1	X	Strapping Real And Crimper	£
47	1	X	Kodak 1410 Scanner	£
4 8	1	X	Optiplex GX520 Tower Intel XP Dell	
,,,	-	^	Monitor And Keyboard	£
49	2	x	Hp Compaq Intel XP Dell Monitor And	
.,,	_	^	Keyboard	£
50	2	X	Auto Meg 05057/A Testers with HP	
J	_	^	Compaq XP Dell Monitor Mouse	
			Keyboard and HP Laserwriter P2055DN	£
			Reyboard and the Edserwritter i 20000N	_=
		Signed	Dated	
		אוכע	Dateu	

51	1	X	Industrial Heater	_ £
52	1	x	BS407 Precision Milli Micro Ohmmeter	£
53	1	Х	Clare EC 049 Electrical Tester 021608A1	
			Hal	£
54	1	Х	High Voltage Glass Testing Unit	£
55	1	Х	W Tenso Meter Date Callabera 13/9/2012	-
			Ser W4582 WS11/38 Crimp Testing Unit	£
55A	1	Х	Millivolt drop test unit	£
56	1	Х	Rexel Shredder Industrial	£
57	1	Х	Gallenkamp Plus 2 Industrial Oven	£
58	1	Х	Mac Gregor Tester	£
59	1	Х	Belt Sander	£
60	1	Х	Hand Fly Press	£
61	1	Х	Sealy Supermig Welder	£
62	1	Х	Hand Operated Crimp Press	£ £ £
63	1	Х	Foot Operated Crimp Press	£
			•	
			TO BID ON ALL ITEMS IN THE COMPLETE WORK STATIONS	
			SECTION PLEASE PLACE BID HERE: LOTS 35-63	£
			Racking	
64	80	X	Racking Bays	£
			Office Furniture	
65	26	x	Grey Work Stations	£
66	43	Х	Grey 3 drawer Units	£
67	33	Х	Various 4 drawer Filling Cabinets	£
68	35	Х	Fabric Black/Grey Chairs	£
69	2	Х	Grey Tables	£
70	6	X	Grey 2 Door Cabinets	<u></u>
71	11	X	Blue Swivel Chairs	£
72	8	X	Fabric Blue Chairs	£
73	1	X	Dark Wood Boardroom Table	
. •	-	^	and Six Chairs	
				£
			TO BID ON ALL ITEMS IN THE COMPLETE OFFICE FURNITURE	£
			SECTION PLEASE PLACE BID HERE: 65-73	
			Office Equipment	
74	1	Х	Contex FSS 4300 DSP Full Scale Scanner	£
75	1	X	HP Compaq 6715B Laptop	£
76	1	X	Philips Flat 42" TV HD Ready Model	_
			42PFL5522D / 05 And Stand	£
77	1	x	Dell Optiplex GX280	£
	:	Signed	Dated	
			A	

78	1	x	Dell Precission T3400	£
79	3	X	HP Compaq DC5750	_ £
80	5	V	Dall Ontinlay 260	C
80A	1	X	Dell Optiplex 360 Dell tower PC	£
80B	1	X	Dell Optiplex 520	
81	19	X	Various Monitors	£
01	19	Х	various ivioriitors	<u>-</u>
			TO BID ON ALL ITEMS IN THE COMPLETE OFFICE Equipment	£
			SECTION PLEASE PLACE BID HERE: 74-81	<u>r</u>
82	1	X	Dell Power Edge 1900 No Face	
			Intel Xeon	
			4 GB Ram	
			80 GB Hard Drive	
			S/N: GHYN03J	
			Model: ECM01	
			Mfg Date: 060708	£
83	1	X	Dell Poweredge 1900	
	_		Intel Xeon	
			4GB Ram	
			300GB Hard Drive	
			S/N: C88K64J	
			Model: ECM01	
			Mfg Date: 020509	£
84	1	X	Dell Poweredge 1900	
04	Δ.	^	Intel Xeon E5335	
			4GB Ram	
			140GB Hard Drive	
			S/N: FXY704J	
			Model: ECM01	
			Mfg Date: 101608	£
85	1	X	HP Proliant ML350	
65	1	^	Intel Xeon E5420	
			4GB Ram	
			70GB Hard Drive	
			70GB Hard Drive	
			140GB Hard Drive	£
86	1	X	Grey Server Cabinet	£
87	1		4 Excel 24 Port CATSE	
0/	1	X	2 Blank Units	
			1 Shelf Unit	
			2 Dell 48 Port Powerconnect 3548	
			1 BT Open Reach Model: Echolife HG612	
			1 Dray Trek Vigor 2830N 4 Excel 24 Port	
			12 Plug Socket Server Power Lead	
			12 Flug Socket Server Power Lead 12 Kettle Lead Socket Power Lead	£
			12 NEILIE LEAU JULKEI PUWEI LEAU	<u> </u>
	S	igned	Dated	

4 Kettle Lead Socket Power Lead 2 x IBM @ Sever UPS 1000T

			TO BID ON ALL ITEMS IN THE COMPLETE SERVER ROOM SECTION PLEASE PLACE BID HERE: LOTS 82-87	£
			Tooling	
88	5	X	Various Air Crimps Tools	£
39	3	Х	Weller Electric Soldering Irons	£
90	1	x	Rush Wire Stripper Div Model Mtrs No Br	•
14	1		2002	£
)1)2	1 7	X	Quick 100 -4C Heater 220 V Soldering Irons Including 15 Adapters	£
3	2	x x	Glenair Inc Torque Meters	£
4	1	X	MTS Torque 1200 Scales Serial No	
7	1	^	3FF028172	£
5	1	Х	Vickers Electric Microscope Serial No 404	£
6	1	X	Electric Torquemaster Meter Reader	
			Serial MS026 Date Cal 12/10/12 To	
			12/10/13	£
7	1	Х	Hewlett Packard 3478A Multimeter	£
8	1	Х	TTI BS 407 Precision Milli/Micro	
			Ohmmeter	_£
9	1	Х	Thandar TS3021SS 30v – 2A Precision	_
	á		Power Supply	<u>f</u>
.00	1	Х	Stripmaster Model 950 Ideal	£
.01	1	X	AVO Megger FT4 Flash Tester	£
02	1	X	Bremi Inductance Meter Br1 8007	£
.03 .04	1 1	X	Electronic Thermometer	
.04	1	X	Seaward PAT 1000S Portable Appliance Tester	£
.05	3	x	Numatic Crimp Tools	£
.06	2	X	Thomas Betts WT440 Interchangeable Die	
.00	_	^	Compression Tool	
			Thomas Brett's Connector Die And Gap	
			Pin Tool	£
.07	13	X	Torque Tightening Tools	£
08	23	X	Tag Crimp Tools	£
.09	12	Х	Stripper Tools	£
.10	2	X	Band Strap Tools and straps	£
.11	6	X	Crimp Tools	
.12	1	X	Souria Burndy Connector Hand Tool	£
.13	1	X	1 X Burndy Hytool M8ND	£
.14	1	Х	Hellermann Tyton Soldering Iron	£ £ £
115	1	Х	Micromark Scan	
116	1	Х	Enerpac Foot Pump	<u>£</u>
L17	2	Х	Large Crimp Tools	£

118	1	X	Torqeleader Tool	£
119	2	x	Boxes Bell Testers	£
120	1	X	STP Stripping system Serial no 241	£
121	1	X	Trutorque Hand Tool	£
122	2	X	Cable Cutters	£
123	1	X	Crimphand Tool	£
124	2	X	Hydraulic Erma And Dubuis Hand Tools	
125	16	X	Daniels Torque Backend Kits	£
126	3	X	Raychem Heater Hand Guns	£
127	11	X	Steinel Heat Hand Guns	£
128	31	X	Heat Guns	
129	1	X	Tyco Electronics TE 3124 Printer	£
130	13	X	Paddles	£
131	1	X	Hydraulic Clamping Unit	£
132	2	X	Crimping Cradles	£
133	13	X	Daniels Keys	£
134	1	X	Glenair Torque Corrector Tightening Kit	£
135	32	X	Various Tool Boxes	£
136	22	X	Boxes Of Various Hand Tools And	
			Accessories Including Paddles & Daniels	
			Crimping Hand Tools Etc	£
137	50	x	Daniels Crimping Tools	£
138	2	x	Manual Banding Tools	£
139	1	x	Relative Humidity Meter	£
140	1	x	Priorspec Optical Fibre Connector	£
141	11	x	Bond Testers	£
142	2	x	Light Meters RS 180-7133	£
143	3	x	Avo Megger BM80/2 Hand Tester Unit	£
144	1	x	Bother P Touch 220 Printer	£
145	2	x	DM78A Digital Multimeters	£
146	1	x	Signograph 25 Engraver	£
147	14	x	Various Micrometers Tools	£
148	2	x	Digimatic Caliper	£
149	4	x	Betriebsanleitung Tension Tool Mk7	£
150	1	x	Magnifier M 80	£
151	4	x	Slip Sets	£
152	1	x	Intelmeasure	£
153	1	x	Various Selection Of Extraction Tools	£
154	1	x	Various Selection Of Retension Testers	£
155	1	x	Dit-MCO Model 2115 Unit including	
			Automeg and OKI printer and PC	£
156	1	X	Bioaxxis Fingerprint Deadbolt Lock	_ £
157	21	X	Soldering Iron Attachments	_ £
158	1	X	Mac Gregor Model PA80 Serial M 1924	
			Tester Unit	£
159	1	X	Farnell Stabilised Power Supply Type	
			TSV70 Mk2	_ £

160	1	X	Hamble Tool Board Comprising Of 44	
			Items	_ £
161	1	Х	Cobham Tool Board Comprising Of 51	_
	_		Items	<u>£</u>
162	1	Х	26 Piece Nimrod Adapter Tool Kit	_ f
163	60	X	Green Containers Consisting Of Various	
103	00	^	Tools	£
164	3	x	Racks Of Various Hand Tools & Drills &	
			Grinder Etc And Work Bench	£
165	1	Х	Talco Red Tool Box Including Tools	£
166	1	х	Time Management Terminal GS 105	£
			TO BID ON ALL ITEMS IN THE COMPLETE TOOLING SECTION PLEASE PLACE BID HERE: LOTS 88-166	£
			Staff Canteen	
167	23	Х	Various Lockers	_ £
100	0	.,	Various Contact Tables	
168	9	Х	Various Canteen Tables Canteen Chairs	C
169	48 1	v	Beko Fridge	£
170	1	X X	1 Daewoo Fridge	
170	1	^	1 Fridgemaster	£
			1 magemaster	
171	1	Х	6 Racks comprising of green bins	
			consisting parts for training	
			4 Benches	
			4 Chairs	
			3 Clarks magnifier lamps	
			1 Magnifier lamp	
			1 HP desktop computer, Dell monitor and	
			keyboard	_
472	4		1 Bisley 5 drawer metal unit	<u>£</u>
172	1	X	LG Microwave	£
173	18	Х	Various pictures of planes and engines	<u> </u>
			TO BID ON ALL ITEMS IN THE COMPLETE STAFF CANTEEN	
			SECTION PLEASE PLACE BID HERE: LOTS 167-173	£
			Stock Parts	
			Certificated Stock	
174	1	х	Complete certificated General Wiring Stock	£
175	1	x	Complete certificated GKN only Stock	£
176	1	Х	Complete certificated Hamble only Stock	_£
177	1	Х	Complete certificated Harrier only Stock	£
		Signad	Dated	
		Signed	Dated - 8 -	
				195-41-13

178	1	x	Complete certificated Rolls Royce Specific	
470	4		Stock	£
179	1	X	Complete certificated Tornado only Stock	<u> </u>
			TO BID ON ALL ITEMS IN THE COMPLETE CERTIFICATED STOCK	•
			PARTS SECTION PLEASE PLACE BID HERE: LOTS 174-179	£
			Non-Certificated Stock	
180	1	X	Complete Non-certificated Cobham only Stock	£
181	1	X	Complete Non-certificated EG only Stock	£
182	1	X	Complete Non-certificated General Wiring	
			Stock	£
183	1	X	Complete Non-certificated GKN only Stock	£
184	1	X	Complete Non-certificated Hamble only Stock	£
185	1	X	Complete Non-certificated Harrier only Stock	£
186	1	X	Complete Non-certificated N/A only Stock	£
187	1	X	Complete Non-certificated Rolls Royce Specific	_
	_		Stock	<u>£</u>
188	1	X	Complete Non-certificated Tornado only Stock	£
189	1	X	Complete Non-certificated Typhoon only Stock	
			TO BID ON ALL ITEMS IN THE COMPLETE NON-CERTIFICATED	
			STOCK PARTS SECTION PLEASE PLACE BID HERE: LOTS 180- 189	
190	4	X	Raychem Power Back up supplies	<u>£</u>
191	1	X	Aluminium Scaffold tower	£
192	6	X	Cases containing exhibition stands	<u>£</u>
193	2	Х	Dell Optiplex 745 computer including monitor and keyboard, mouse	£
194	1	X	Dell Optiflex Gx 520 desk top computer	£
			including monitor keyboard mouse	
195	1	X	Dell Optiflex X 360 desk top computer inc HP	
			Monitor keyboard mouse	<u>£</u>
196	1	X	Daniels Air cutter	£
197	1	X	Numatic industrial floor cleaning machine	£
198	1	X	Wolf twin grinder	£
199	1	X	Large quantity of flat cardboard boxes	£
200	2	X	LMT100260 tool kit	£
201	43	X	Various metal cupboards	£
202	1	Х	HP Compaq Desk top computer inc dell monitor keyboard mouse	£
203	1	X	Contained green storage units	£
204	1	Х	Metal Red steps	£
205	1	х	Green Storage units comprising of nuts bolts screws etc	£
206	1	x	Samsung monitor	£
	c	igned	Datod	
	3	igned	Dated - 9 -	

207	1	Χ	Samsung Printer	£		
208	2	Χ	Schleuniger Unistrip 2500	£		
209	1	X	Softworks keypad with entry tabs	£		
210	8	X	Racks comprising of 250 various harnesses	£		
211	1	X	UKMail label machine	£		
212	2	X	Rack of storage bins on wheels	£		
213	16	X	Reels of PTFE Braid	£		
214	1	X	Various fixings and hardware	£		
215	1	Χ	Connector	£		
216	1	Х	Pronto ID card printer	£		
217	1	X	Toshiba photocopier	£		
218	1	X	Toshiba photocopier TO BID ON ALL ITEMS IN THE COMPLETE NON-CERTIFICATED	£		
			STOCK PARTS SECTION PLEASE PLACE BID HERE: LOTS 190-217	£		
			TO BID ON ALL LOTS FROM 1-189 PLEASE			
			PLACE BID HERE	£		
			V. Tabiled	_		
			Your Total Bid	£		
			Duvers Dramium @ 100/ of total Did			
			Buyers Premium @ 10% of total Bid	£		
			Total bid including Buyers Premium	£		
			rotal bid including buyers i remidin			
			VAT on total @ 20%	£		
			Total including Buyers Premium and VAT	£		
Please o	complet	e your full details below				
Name						
Compar	-					
Address	S					
Tel inc S	STD		Fax			
Email						
	-	nder the amount(s) showr ale attached and agree to b	n against each individual lot or group of lots. I/We have read and un be bound therein.	derstood the		
	gree to p		amount tendered together with the buyer's premium and VAT by th	e due time and		
Please r						
All Tend	ders mu	st be completed and hand	ed to, or in the possession of the Auctioneer no later than Thursda	v 09 May 2013		
	All Tenders must be completed and handed to, or in the possession of the Auctioneer no later than Thursday 09 May 2013 at 3pm. Tenders defaced, not completed correctly, not signed or illegible will not be considered.					
Tenders	s may be	e faxed on 0844 561 1351.	Please ensure each page is marked before faxing with your name o	r company.		
Tenders	s can be	posted or delivered by ha	nd to our Bexley office at Parker House, Tanyard Lane, Bexley, Kent	, DA5 1AH.		
	c	Signed	Dated			
	3	ກຮຸກເປັ	Dated - 10 -			
			IO -			

Sherlocks Valuers and Auctioneers Ltd			
Signed	D - 11 -	ated	

Conditions of Sale by Tender

These are the conditions applying to all sales by Tender ("Tenders") managed by Sherlocks Valuers & Auctioneers Limited (registered in England under number 6429836 and registered at 30 Station Lane, Hornchurch, Essex, RM1 6NJ.) ("Sherlocks Valuers & Auctioneers Limited"). The goods offered for sale ("Goods") in lots ("Lots") at Tenders are owned by the person selling them ("Vendor"), for whom Sherlocks Valuers & Auctioneers Limited is only an agent. Sherlocks Valuers & Auctioneers Limited does not sell on its own account and the buyer of the relevant Lot ("Buyer") buys the Goods from the relevant Vendor ("the Contract"). The Vendor may sell to the Buyer subject to additional terms. Sherlocks Valuers & Auctioneers Limited facilitates the purchase through the Tender. These Conditions of Sale by Tender contain some terms between the Buyer and Sherlocks Valuers & Auctioneers Limited in respect of the Tender and some terms that include the Vendor too. These Conditions of Sale by Tender incorporate the relevant Schedule and Notices to Purchasers document ("Schedule") in respect of a particular Tender. To the extent there is any inconsistency between the documents, the order of precedence is this document, then the Schedule. All documents are subject to addition or variation by notices posted at the Tender site ("Premises") or by announcements or instructions made by Sherlocks Valuers & Auctioneers Limited's staff at the sale

Parties attend the Premises or such other place from where the Goods are stored ("Site") at their own risk and neither the Vendor nor Sherlocks Valuers & Auctioneers Limited will be individually or collectively liable for any loss or damage, death or personal injury, howsoever occasioned, to any party or property which may be present on the Site, for whatsoever purpose, except that nothing shall exclude either the Vendor's nor Sherlocks Valuers & Auctioneers Limited's liability for death or personal injury caused by its respective negligence.

- 1. Sherlocks Valuers & Auctioneers Limited acts as agents only, on behalf of the Vendors.
- 2. Where the Vendor is a company in receivership or liquidation or administration, the receiver or liquidator or administrator will not have any personal liability whatsoever under the Contract, except for death or personal injury caused by his negligence.

3. CONDITION/DESCRIPTION

- 3.1 All statements contained in the catalogue or referred to in the catalogue relating to the Goods ("the Catalogue") are made without responsibility on the part of the Vendor or Sherlocks Valuers & Auctioneers Limited. All statements contained in the Catalogue or referred to in the Catalogue in respect of authenticity, origin, date, age, period, condition, attribution, quantity, measurement or weight of the Goods are statements of opinion and are not to be taken as implying statements or representations of fact.
- 3.2 Sherlocks Valuers & Auctioneers Limited makes no warranty or representation as to the anticipated or likely selling price of any Lot or item or of its value. Any written or oral estimate given by Sherlocks Valuers & Auctioneers Limited or its employees or agents as to the estimated selling price of a Lot is a statement of opinion only, and may not be relied on as an indication of the actual selling price or value.
- 3.3 All illustrations, photographs, pictures or images contained in the Catalogue or elsewhere regarding the Lot are for identification purposes only. They may not be an accurate reproduction of the Lot.
- 3.4 The Goods are sold as they lie with all faults, imperfections and defects. The Buyer shall be deemed to have inspected and approved the Goods. The Buyer buys at his own risk and with notice of all faults, imperfections and defects. The Goods are sold by the Vendor as seen and inspected by the Buyer.
- 3.5 No warranty is given by the Vendor or Sherlocks Valuers & Auctioneers Limited that the Goods comply with the Health and Safety at Work Act 1974, any statutory amendment or re-enactment thereof, any regulations made thereunder or any other applicable health and safety law. Consequently, Buyers undertake to carry out any necessary work in order to ensure that each Lot conforms with the law before the Lot is put into use.
- 3.6 No Lots are supplied as new as regards the Consumer Protection Act 1987 or any other product liability law.
- 3.7 Sherlocks Valuers & Auctioneers Limited and the Vendor do not represent Goods sold by Tender as being in a condition which makes them suitable for domestic use. Despite the above, should Buyers intend to supply any Goods for domestic use, they should ensure that the Goods comply with the requirements of the Furniture and Furnishings (Fire Safety) Regulations 1988 or any other similar law.

Signed	Dated	

- 3.8 Certain types of plant and machinery and ancillary equipment can contain hazardous materials, chemicals, etc. Buyers must ensure that the removal of such hazardous materials, chemicals, etc. from the Site is carried out in accordance with the Health and Safety at Work Act 1974 and Control of Substances Hazardous to Health Regulations 1988 (COSHH) and any other relevant Act of Parliament, Regulations or relevant Legislation covering such substances.
- 3.9 Health and Safety at Work Etc Act 1974. It is expressly brought to the buyers attention that, at the time of sale, any item of plant, machinery or equipment contained in the lot(s) may not necessarily comply with Health and Safety at Work Etc Act 1974 or any other Act or Acts or Regulations thereunder governing the use of plant. Machinery or equipment in a working environment. Successful buyers 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 hereunder applicable thereto

4. FORM OF TENDER

- 4.1 Tenders must be made in the form provided and will be delivered to arrive at the time and address specified in the schedule, together with a deposit for 10% of the purchase price offered.
- 4.2 No Tenders shall impose further conditions or make any qualifications whatsoever.
- 4.3 No Tender may be withdrawn once submitted.
- 4.4 The right to withdraw lots prior to acceptance of Tenders is reserved.
- 4.5 The Vendor may refuse to accept any Tender and shall not be obliged to accept any or the highest offer tendered.

PAYMENT

- 5.1 Payment in full must be made in CASH or by BANK DRAFT or such other means as Sherlocks Valuers & Auctioneers Limited accepts in its discretion (NOT BY BACS) either on the day of the sale or the day following, in accordance with the Schedule and prior to the clearance of any Lots purchased.
- 5.2 All offers are deemed to be made exclusive of VAT and the Buyer must pay VAT in addition, where appropriate, at the prevailing rate.
- 5.3 Full payment is not deemed to be made until any cheques tendered in payment have received Sherlocks Valuers & Auctioneers Limited's banker's clearance.

6. TITLE & RISK

- 6.1 Legal and equitable title to the Goods will not pass to the Buyer until the latter of the price for the Goods having been paid in full (together with any applicable costs of transport and storage following the sale) and the Buyer having removed the Goods from the Site.
- 6.2 All Goods sold shall be the sole responsibility and at the risk of the Buyer from the buyer being notified of acceptance of offers tendered, even if the Vendor or Sherlocks Valuers & Auctioneers Limited move the Goods on or from the Premises. In no circumstances will Sherlocks Valuers & Auctioneers Limited or the Vendors be held responsible if any Lot or part thereof is lost, stolen, damaged or destroyed after buyers have been advised. Buyers are therefore advised to effect immediate and adequate insurance cover.
- 6.3 Sherlocks Valuers & Auctioneers Limited is acting as agent for the Vendor and does not own the Goods itself, nor does Sherlocks Valuers & Auctioneers Limited warrant the Vendor's title to any Goods sold. The Vendor transfers the Goods with such title as it has.

7. CLEARANCE

- 7.1 Removal of the Goods from the Site shall be the responsibility of the Buyer, who shall remove the Goods on or before the date specified in the Schedule having made prior arrangements so to do with Sherlocks Valuers & Auctioneers Limited.
- 7.2 The Buyer will be responsible for obtaining at its own expense all necessary labour and plant for the removal of the Goods. Where the Vendor gives assistance to the Buyer in connection with such removal, such assistance is given

Signed	Dated

entirely at the Buyer's risk.

7.3 The Buyer will indemnify and keep indemnified the Vendor and Sherlocks Valuers & Auctioneers Limited against all liability, loss, damage, injury or death howsoever and by whomsoever caused to the Site or any thing or person therein or thereupon arising from or in the course of the removal of the Goods.

8. DEFAULT BY BUYER

- 8.1 If the Buyer fails for whatever reason to either pay for or remove the Goods on or before the date specified in the Schedule, the Vendor will be entitled to rescind the Contract forthwith without incurring any liability whatsoever to the Buyer and upon such rescission the following provisions will apply:
- 8.1.a Any sums paid by the Buyer towards the purchase price will be forfeited to the Vendor.
- 8.1.b The Vendor will be entitled to resell the Goods publicly or privately but the Vendor shall not be liable to account to the Buyer in the event of a resale at a higher price than the price contracted to be paid by the Buyer.
- 8.1.c The Buyer will be liable for all liabilities, losses, damages, costs and expenses whatsoever suffered by the Vendor or Sherlocks Valuers & Auctioneers Limited as a result of the failure to remove the Goods by the required date or arising from the resale of the Goods provided that any sums forfeited to the Vendor under the foregoing provisions will be credited against such liability, loss, damage, cost or expense but further that if such liability, loss, damage, cost or expense is less than the sums forfeited the Vendor shall be under no obligation to make any refund to the Buyer for any such items.
- 8.1.d If the Vendor or Sherlocks Valuers & Auctioneers Limited reasonably consider damage is likely to occur in removing the Goods from the Site, the Buyer may be required to deposit such sum of money by way of security for the costs of reinstating the Site as the Vendor or Sherlocks Valuers & Auctioneers Limited in their absolute discretion may think fit. If the Buyer refuses to deposit such money the Vendor may refuse the Buyer access to the Site for the purpose of removing the Goods and the Buyer will be deemed to be in default.

9. GENERAL

- 9.1 Neither the Vendor nor Sherlocks Valuers & Auctioneers Limited shall be liable to the Buyer for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control.
- 9.2 Where the Buyer is more than one person the duties and obligations of the Buyer will be joint and several.
- 9.3 The Buyer will not be entitled to set off any sum due to the Vendor under the Contract against any sums due from or liability of the Vendor to the Buyer in respect of dealings between the Vendor and the Buyer prior to the date of the Contract.
- 9.4 The parties intend that Sherlocks Valuers & Auctioneers Limited and the relevant Buyer, together with the Vendor, receiver, administrator and liquidator may enforce their rights under these Conditions of Sale by Tender, pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 9.5 These Conditions of Sale and the Contract shall be subject to and construed in accordance with English law and the parties hereto submit themselves to the jurisdiction of the English Court

_										
3	ner	IOCKS	s vai	uers	and	Auct	ione	eers	LTO.	

Signed	Dated