

BROWN & CO

SALE BY AUCTION OF WELL MAINTAINED CLASSIC & VINTAGE FARM MACHINERY



LOT: 256



LOT: 255



LOT: 254



LOT: 251



LOT: 244



LOT: 243



LOT: 215



LOT: 213

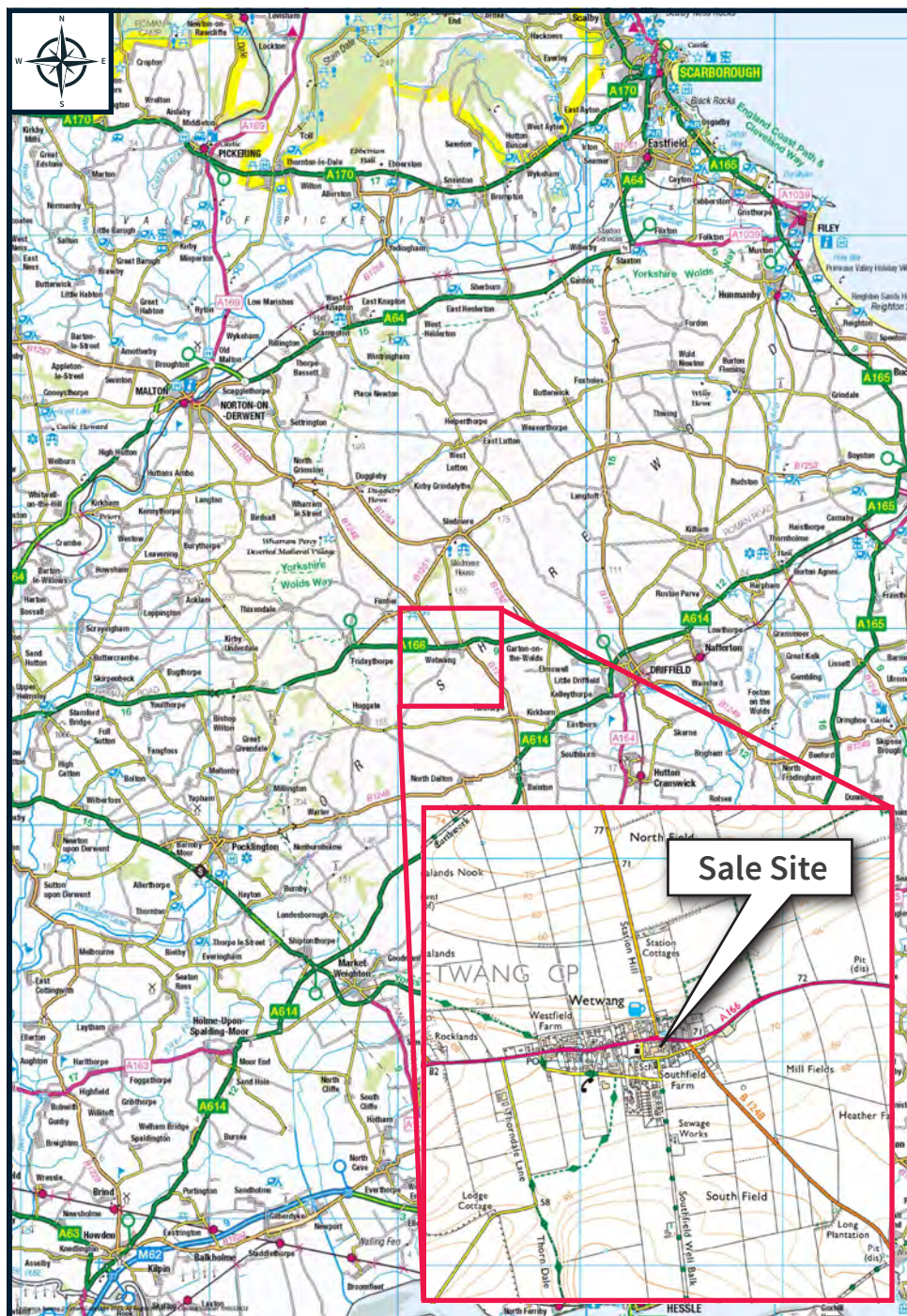
Saturday 18th November 2023 at 11:00am
Wetwang House Farm, Wetwang,
Driffield, East Yorkshire YO25 9XW

BidSpotter
co.uk

i-bidder.com

BROWN & CO

Property and Business Consultants



On instructions from E P Dee & Son Ltd
following the sale of the farm

AUCTION OF WELL MAINTAINED CLASSIC & VINTAGE FARM MACHINERY

Saturday 18th November 2023
Commencing 11:00am prompt

Wetwang House Farm, Wetwang,
Driffield, East Yorkshire YO25 9XW

Viewing: 10:00am until 4:00pm on Friday 17th November 2023
and on the morning of the sale from 9:00am only



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Please note that this Catalogue is subject to change,
for an up-to date lot list please visit brown-co.com

Purchasers Please Note

LOCATION

From York ring road (A64) take the eastern exit known as Grimston Bar roundabout & follow signs for Stamford Bridge Road (A166) signposted Bridlington. Continue along A166 through the villages of Stamford Bridge & Fridaythorpe until you reach Wetwang. The auction will be signposted with Brown&Co branded signs so please follow these to the sale site.

From M62 take the exit at Junction 37 onto A614 signposted Bridlington, York, Howden. After, take the east exit of the roundabout signposted Bridlington, Howden. Remain on Boothferry Road (A614) becoming Thorpe Road, Howden Road, through the village of Holme-on-Spalding-Moor, becoming New Road, Market Weighton Road before turning left (north) at a roundabout becoming Shipton Lane, but still A614. Continue over the roundabout on Towthorpe Lane (A614), signposted Bridlington, Driffeld. Continue through the village of Middleton-on-the-Wolds on Middleton Road and north through the village of Bainton.

From Humber Bridge head north and stay along A164 until a left turn off onto A1079 just before Beverley signposted Beverley Racecourse. Follow A1079 until a roundabout before continuing north on A1035. At the next roundabout head north on the B1248. Stay on B1248 through the village of Bainton (road becomes known as Station Road and Main Road at points). Continue through Tibthorpe village until you reach a left turn onto Driffeld Road into the village of Wetwang where Brown&Co branded signs will direct you to the sale site.

The sale ground will be signposted on the

sale day and the nearest postcode is **YO25 9XW**

What3words: albums.cloak.curls

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.

PAYMENT DETAILS

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. 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.

CARD PAYMENTS

We are able to accept VISA Debit Cards only. Payments by Credit Card are not acceptable.

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

Purchasers Please Note

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.

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 November 2023**.

LOADING FACILITIES

Loading facilities will be available on sale day until 4pm only. Loading outside these times will be strictly by arrangement with the Sellers. Any lots remaining after **Saturday 25th November 2023** 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.

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

There will be no buyer's premium.

ONLINE BIDDING

Live online bidding will be available at

this sale via bid.brown-co.com, 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 bid.brown-co.com 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.

Purchasers Please Note

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 November 2023 from 10am - 4pm and on the morning of the sale from 9am.

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 – Good 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 vendor's 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

MISCELLANEOUS EQUIPMENT AND SPARES

- | | |
|-------|--|
| 1-20 | Quantity of various hand tools |
| 21-25 | Quantity of various workshop tools |
| 26 | Quantity of barb wire |
| 27 | Quantity of baler twine |
| 28 | Quantity of binder twine |
| 29-30 | Quantity of wooden tool boxes |
| 31 | Hutch and run |
| 32 | 1963 Aerosolturbo Ltd Auto Mist Mark 2 grain store insecticide fogger |
| 33 | Airstream AH1 helmet with single way battery charger |
| 34 | Protimeter Grainmaster I-s |
| 35 | Protimeter digital hygrometer/thermometer grain probe |
| 36-38 | Quantity of bird scarers |
| 39-40 | Quantity of hose |
| 41-42 | Quantity of sheets |
| 43 | Quantity of clear plastic roof sheets |
| 44-45 | Sack barrows |
| 46-47 | Weigh scales |
| 48 | Winding barrow |
| 49 | Butter churn |
| 50 | Feed scoop and galvanised scuttles |
| 51 | 5No 5 gallon pyramid top oil can |
| 52-54 | Quantity of jerry cans |
| 55 | Quantity of grease guns |
| 56-57 | Grease pump |
| 58 | Tyre pump |
| 59-61 | Quantity of car jacks |
| 62-64 | Quantity of chain |
| 65-69 | Quantity of industrial lights |
| 70 | Anvil |
| 71 | Belfast sink |
| 72 | Galvanised cabinet |
| 73 | Quantity of Avery weights |
| 74-76 | Quantity of 56lb weights |
| 77-78 | Petter A1 2.5hp engine |
| 79 | Andrews diesel space heater, single phase. Serial No: 05267-B |

Sale by Auction

- 80 **Mineka** 130 stick welder, single phase
- 81 2022 **Nuair** Airmate 3hp compressor. As new
- 82 Pair of mud guards to fit **John Deere**
- 83 Leaf collector
- 84 **Gordon Clarke** 3phase industrial vacuum
- 85 **Dening** belt driven table saw
- 86 1993 **Wessex** SPV26 Pick Pine 8T vertical hydraulic log splitter.
Serial No: 212510
- 87-99 Spare Lots
- 100 Vintage generator for spares or repairs
- 101 Cast iron bath and misc metals
- 102-104 Quantity of IBC's
- 105 200l blue barrels
- 106-110 Quantity of black water tanks
- 111 Metal stand
- 112 2No augers with engines
- 113 Metal conveyor tube
- 114-125 Quantity of gates
- 126-130 Quantity of wooden grain walling
- 131-135 Quantity of trailer sides
- 136-140 Quantity of telegraph poles
- 141-160 Spare Lots

ATTACHMENTS

- 161-163 Vintage weight block
- 164-165 2No rear wheel weights
- 166-167 Quantity of **Nuffield & Leyland** wafer weights
- 168 Concrete weight block on 3 point linkage
- 169 **Perry** bale collector
- 170 1986 **Strimech** root bucket to fit **Sambron** J24S & D2000. Serial No: 81822
- 171 **Tanco** flat 8 bale grab to fit **Sambron** J24S & D2000. Serial No: 5462
- 172 Buck rake on 3 point linkage
- 173-180 Spare Lots

Sale by Auction

WHEELS & TYRES

- 181 Pair of **Standen** row crop rims with 6.50-44 tyres
- 182 Pair of **BKT** 11.5/80-15.3 tyres and wheels to fit JD 6300
- 183 Pair of 13.6/12r38 dual wheels with clamps
- 184 Pair of dual wheels with 13.6/12r38 tyres with clamps
- 185-190 Spare Lots

CULTIVATION EQUIPMENT AND IMPLEMENTS

- 191-199 Quantity of harrows
- 200 **Leonard Deas & Co** 6 row side rake
- 201 Trailed 8ft flat roll
- 202 1972 **Lely** hay bob
- 203 Trailed straw rake
- 204 **Massey Ferguson 70** twin drum mower, spares or repairs
- 205 3.3m 13 tine spring tine drag c/w 17 new points
- 206 1975 **Blench** 3.7m Dutch harrow with crumbler
- 207 1974 **Parmiter** 6.4m hydraulic folding straight harrows
- 208 1997 **Kongskilde** Triple K 4m hydraulic folding harrows c/w 33 new points
- 209 1984 **Bomford** 3m DynaDrive self drive rotary harrow. Serial No: 2519-T
- 210 1968 **Massey Ferguson** 2.45m 10 leg chisel plough c/w 13 new points
- 211 1990 **Lemken** S300 3m Terra Tilth c/w set of brand new tines.
Serial No: 164 577
- 212 1996 **Feraboli** T400/70-1 4m power harrow, c/w full set of new tines.
Serial No: 002213
- 213 1991 **Lemken** DL5120 4 furrow hydraulic vari-width reversible plough with
slatted mouldboards, c/w depth wheel, hydraulic release press arm and spare
wearing metal. Serial No: 176021
- 214 1985 **Lemken** 1.82m press on 3 point linkage frame, c/w 2 press rings. On farm
from new. Serial No: 00854
- 215 1996 **Cousins** 6.2m Sidewinder hydraulic folding Cambridge rolls
- 216 **Foley & Co** grass box drill
- 217 1990 **Massey Ferguson** 510 4m pneumatic seed drill with Suffolk coulters.
Serial No: 04127
- 218 1989 **Nodet Gougis** DPS-12 12m fertiliser pneumatic boom spreader with Ava
dex metering system

Sale by Auction

- 219 1998 **Vicon** RotaFlow RS-M/FD twin disc fertiliser spreader, 24m spreading, fitted with new gear boxes, full electronic controls. Serial No: 77150-2319
220-231 Spare Lots

SUGAR BEET EQUIPMENT

- 232 1960 **Stanhay** 6 row sugar beet drill c/w Horstine Farmery granular applicator
233 **H Leverton & Co** sugar beet 6 row inter-row cultivator, set for 20inch
234 **Bedford** Plough horse drawn super beet lifter
235 1960 **Cooper** Tearaway sugar beet cleaner loader, hydraulic driven
236-240 Spare Lots

TRAILERS

- 241 Single axle trailer, wooden floor and sides
242 Single axle tipping trailer, wooden sides and floor, manual rear door, hydraulic tipping on 10.50-16 wheels and tyres
243 1981 **Triffitt Trailers** 6T High lift twin axle grain trailer, hydraulic tipping, self-opening rear door, manual chute on 12.5/80-15.3 wheels and tyres. Serial No: 1269
244 1990 **Fraser** M96 10T twin axle grain trailer, hydraulic tipping & rear door, manual grain chute on 11.5/80-15.3 wheels and tyres, c/w sheet. Serial No: 32896
245-250 Spare Lots

SPRAYER

- 251 2001 **Team Sprayers** trailed sprayer, 2,000 litre tank, 20m booms, tracking drawbar, induction hopper, clean water tank, on 9.5R36 wheels and tyres. Sprayer test until February 2024. On farm from new. Serial No: 007918

MATERIALS HANDLER

- 252 **Caterpillar** V40B diesel engine forklift

Sale by Auction

TRACTORS

- 253 1962 **Nuffield** 460 diesel tractor with rollover bar. On farm from new. Reg: 497 4WF. Hours: 7,016
254 1987 **John Deere** 2850 Power Synchron tractor, on 10.0-16 front and 13.6/12r38 rear wheels and tyres. On farm from new. Re-fitted cab circa 5 years ago. C/w 10 x wafer weights. Serial No: L02850T622461. Hours: 6,107. Reg: E312 TAG. *Dual wheels photographed are to be sold as a separate lot*
255 1993 **John Deere** 6300 Power Quad tractor on 10.0-16 front and 13.6r38 rear wheels and tyres. On farm from new. C/w 12 wafer weights. Serial No: L06300P103980. Hours: 11,675. Reg: K680 OKH
256 1998 **Massey Ferguson** 30 combine harvester with 12ft header, 5 straw walker, 5,200 litre grain tank capacity, on 620/75r26 front and 12.5/80-18 rear wheels and tyres. C/w spare knife and crop lifters. On farm from new with annual dealer service. Serial No: 55170 (combine) & 933630 (header). Engine: a 6.6l 6 cylinder 175hp, (due to replacement hours unknown). Drum Hours: 2,605. Hectareage: 2,777. Reg: S305 JRH

Notes

Notes

BROWN & CO

FORTHCOMING AUCTIONS

4th November 2023 – Newark Vintage

12th - 22nd January 2024 - National Online Timed Auction
of Machinery, Straw and Forage

Conditions of sale for Machinery Auction

No Buyers Premium

1 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 donating 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

Conditions of Sale for Machinery Auction

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. Any 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.

Conditions of Sale for Machinery Auction

(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

There will be no buyer's premium.

14 VALUE ADDED TAX ON PURCHASE PRICE

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

15 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.

16 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.

17 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

Conditions of Sale for Machinery Auction

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.

18 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.

19 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.

20 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.

21 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.

22 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.

23 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.

24 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 throughout 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 media 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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