

BROWN & CO

SALE BY AUCTION OF FARM MACHINERY AND EQUIPMENT



LOT: 301



LOT: 299



LOT: 298



LOT: 300



LOT: 292



LOT: 297



LOT: 296



LOT: 291

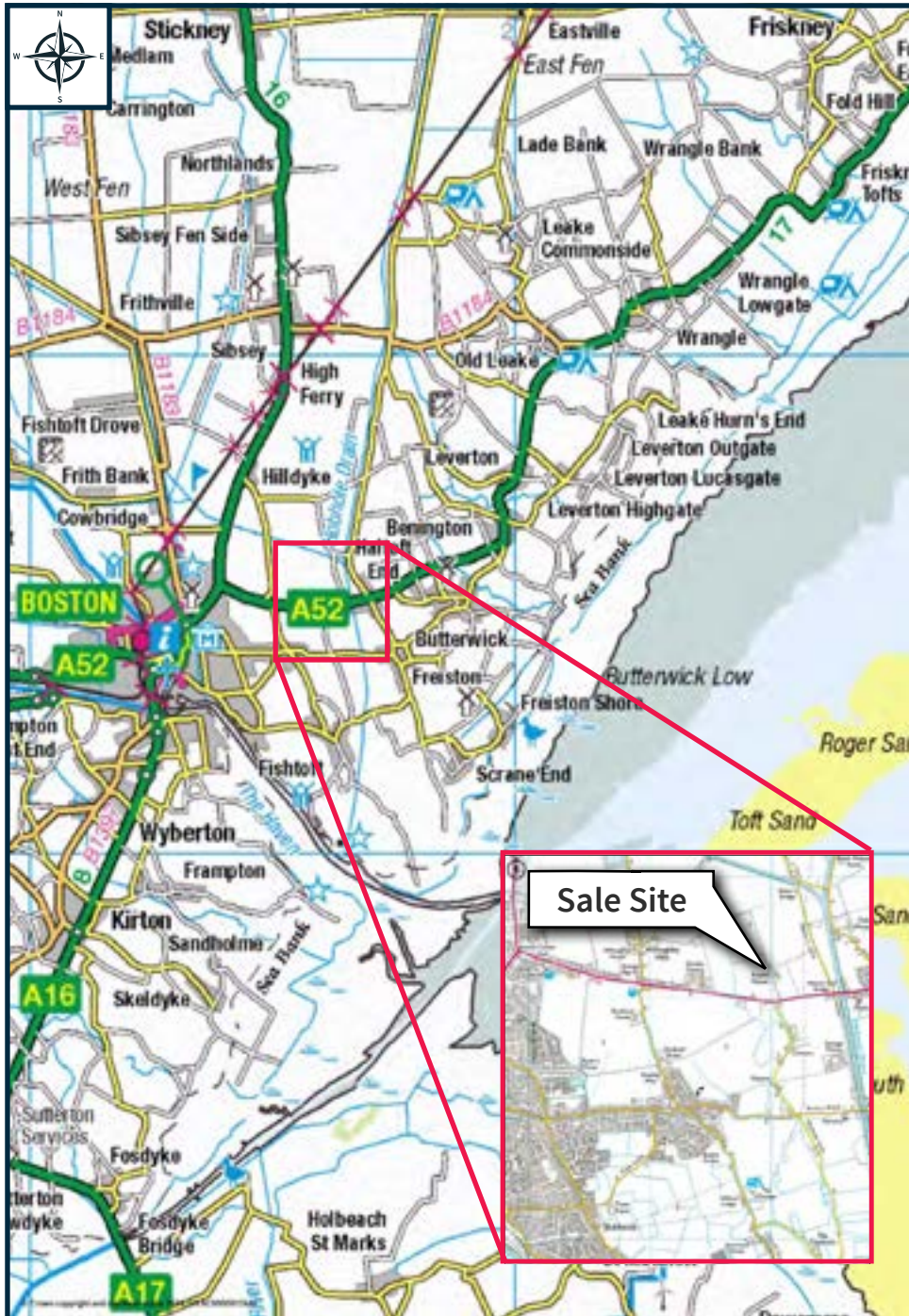
Wednesday 22nd January 2025 at 10.30am
Round House Farm, Wainfleet Road, Fishtoft, Boston,
Lincolnshire PE21 9RZ

BidSpotter
co.uk

i-bidder.com

BROWN & CO

Property and Business Consultants



On Instructions from C W Hardy

AUCTION OF TRACTORS, MATERIALS HANDLERS, TRAILERS, IMPLEMENTS, VINTAGE & WORKSHOP EQUIPMENT

Wednesday 22nd January 2025
Commencing 10.30am prompt

Round House Farm, Wainfleet Road, Fishtoft,
Boston, Lincolnshire PE21 9RZ

Viewing: 10am until 4pm on Tuesday 21st January 2025
and on the morning of the sale from 8am only



George Watchorn
St Neots
george.watchorn@brown-co.com
07919 015675



Jon Clampin
St Neots
jon.clampin@brown-co.com
07717 512498

General Enquiries: 01480 213811

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

Approaching from Boston, continue through the town centre signposted towards the A52 Grimsby, Skegness and Wainfleet. At the Bargate roundabout take the third exit as signposted above. Continue for approximately 0.5 miles to the next roundabout. At the roundabout take the second exit onto the Wainfleet Road. Continue for approximately 1.5 miles and the sale ground is located on the left-hand side.

Approaching from Skegness, continue south on the A52 for approximately 13 miles signposted toward Boston. After 13 miles and on approaching the outskirts of Boston, the sale ground is located on the right-hand side.

The sale ground will be signposted on the viewing and sale day and the nearest postcode is **PE21 9RZ**

What3words: score.tooth.spend

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 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 **Wednesday 29th January 2025**.

LOADING FACILITIES

Loading facilities will be available on sale day until 5pm only. Loading outside these times will be strictly by arrangement with the Sellers. Any lots remaining after **Wednesday 29th January 2025** 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.**

Purchasers Please Note

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

A Buyer's Premium of 5% of the hammer price is payable on all lots. This is subject to VAT @ 20%.

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.

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

Tuesday 21st January 2025 from 10am - 4pm and on the morning of the sale from 8am.

Purchasers Please Note

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 vendors premises until this is the case.

The Purchaser or their agent will be responsible for removing the goods from Great Britain and will act as the importer of record and will be responsible for payment of any VAT, duties, goods and

services tax, or other sales or import taxes or duties arising on the exportation of the goods from Great Britain and the importation of the goods into any country.

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

Further Guidance is available here for goods leaving the United Kingdom:

<https://www.gov.uk/check-customs-declaration>

Sale by Auction

MISCELLANEOUS WORKSHOP EQUIPMENT, SPARES & VINTAGE ITEMS

- 1-200 To include:
- Quantity mixed metal
 - Quantity household items
 - Quantity household furniture
 - Quantity horticultural plant pots
 - Wooden table
 - Quantity radiators
 - Quantity filing cabinets
 - Wooden filing cabinet
 - Measuring wheel
 - Quantity **Portek** bird scarers
 - 2No **Scatterbird** MKIII bird scarers
 - Vintage Jerry cans
 - Quantity hand tools
 - Quantity vintage hand tools
 - Quantity vintage weights
 - Quantity 56lb weights
 - Quantity vintage balance scales
 - Vintage oil dispensing cabinet
 - Vintage bicycle
 - Quantity mead jars in wicker baskets
 - Quantity glass jars
 - Quantity wooden riddles
 - Vintage cross cut saw
 - Vintage pedestrian push hoes
 - Sinclair McGill** pedestrian vegetable seed drill
 - Vintage stapler, manual operated free standing
 - Quantity galvanised buckets
 - Jerry can
 - 2No **Kioritz** vintage spreaders
 - Quantity rubber piping
 - Quantity hose pipe
 - Quantity water pipe
 - Quantity **Hardi** sprayer parts

Sale by Auction

Quantity sprayer parts
Quantity sprayer pumps and spares
Spray boom for ATV
Stocks AG Fan Jet slug pelleter
Quantity tarpaulins
Vintage fertiliser dispenser
Galvanised riveted troughs
Wooden feed barrow
Quantity highway signs
Vintage bag printer
Vehicle side boards
Quantity rubber piping
Quantity irrigation spares
Quantity vegetable picking hand tools
Quantity tulip riddles
Quantity galvanised hopper
Quantity poultry feeders
Quantity bamboo canes
Quantity vintage hand tools
Wooden rabbit hutch
Vintage garden roll
Vintage pig trough
Quantity highway signs
Vintage engine
Quantity plastic buckets
Quantity concreting pegs
Quantity chicken wire
Quantity rabbit netting
Quantity vermin traps
Wooden dog kennel
Disassembled garden building - NO VAT
Quantity metal ladders
Quantity quick fit power harrow tines
Workshop vacuum single phase
The '**Wheel carter**', wheel carrier
Trolley jacks
Pallet truck

Sale by Auction

Quantity power harrow tines
Quantity vintage weights
Sack scales
Sack barrow
Wooden work bench
Wood working bench and vice, 80cm x 230cm
Metal shelving
Quantity hand tools
Oxy-acetylene trolley, torches and gauges
Quantity top links
2No bottle jacks
Quantity metal cabinets
Quantity PPE clothing
Quantity misc. implement parts
Quantity **Dowdeswell** spares
Quantity **Bomford** spares
Quantity **Lemken** parts
Quantity **Cambridge** roll rings
Quantity **Wilder** pressure harrow tines
Quantity Chisel plough spares
Quantity **Marsk-Stig** spares
Quantity lights
Quantity canes
Quantity baler twine
Quantity irrigation fittings
4No electric fence battery energisers
Quantity lay flat hoses
Quantity chains
Durite battery charger/starter
2013 **Master** diesel heater, 240v, single phase. Serial No: 08733000210
Workshop lathe - NO VAT
Quantity trailer light boards
Quantity toolboxes and contents
Quantity **Elora** socket sets
Quantity power tools
Quantity air tools
Quantity hydraulic fittings

Sale by Auction

4 wheel wooden cart
Pallet tine extensions
Pair axle stands
Kira free standing pillar drill, single phase
Bateman & Co workshop compressor, 3 phase
Lyte Arc stick welder, 3 phase
Quantity miscellaneous oils
Bison free standing grinder
Quantity strip lights
Tap & Die set
Misc. web from **Grimme** Allrounder
Sykes & Pickavant puller packs
Quantity **Massey Ferguson** front wafer weights
18No **John Deere** 50kg front weights on frame
Farmforce front linkage and PTO
2003 **EHRLE** diesel steam cleaner, single phase. Serial No: 483590903
2No **Cebeco - Handelsraad** bagger/weigher, single phase
Pedestrian/trolley mounted diesel bowser
Workshop lights
Waste oil tank
3No IBC's
Quantity chitting trays
Spare lots

SOLD IN SITU, BUYER TO REMOVE

201 Quantity concrete posts, sold in situ
202 Quantity pantiles, sold in situ
203 Quantity paving bricks, sold in situ
204 2009 Metal 20ft shipping container, sold in situ, buyer to remove -
NO VAT

Sale by Auction

VINTAGE & HORSE DRAWN IMPLEMENTS

205 Single furrow horse drawn plough
206 Horse drawn vintage beet lifter
207-208 Vintage scuffle, horse drawn
209 3 furrow conventional plough
210 3 row potato ridger
211 10ft flat roll
212 Vintage snowplough

WHEELS & TYRES

213 Quantity misc. wheels and tyres
214 Quantity interchangeable wheel centres
215 Set 13.6R28 front and 16.9R38 rear dual wheels and tyres
216 Set 11.2R28 front and 13.6R38 rear dual wheels and tyres
217 Set 11.2R32 front and 12.4R46 rear crop wheels and tyres
218 Set 13.6R28 front and 16.9R38 dual wheels and tyres
219 Set **Stocks** 16.9R28 front and 480/80R42 rear dual wheels and tyres
220 Set **Stocks** 14.9R28 front and 18.4R38 rear dual wheels and tyres
221-225 Spare lots

IMPLEMENTS & CULTIVATION EQUIPMENT

226 Concrete barrel weight, linkage mounted
227 **William Bunce & Son** 3m snow plough, linkage mounted
228-231 **Thompson** 5No tine vegetable box mover, front bracket mounted
232-236 Pallet stacker frame
237-238 **Tong** self-tip skip, tine mounted
239 **Tong** hopper
240 **Tong** roller table and misting pressurised applicator
241 Yard brush, 6ft 2", PTO driven, linkage mounted. Serial No: 443
242 **Hardi** 600l spray tank with 12ft spray boom
243 **Hardi** 12m, 600l linkage mounted sprayer, single nozzles
244 **Amazone** ZA - U1500 24m twin disc fertiliser spreader, linkage mounted
245 **Kongskilde** Vibro Corn VCOF 5row interrow cultivator, linkage mounted
246 **Massey Ferguson** 23 10ft coil tine cultivator, linkage mounted



Sale by Auction

- 247 Spring tine cultivator 10ft, linkage mounted
248 **Cousins** spring tine cultivator 18ft, hydraulic folding, linkage mounted
249 **Marsk-Stig** spring tine cultivator 18ft, hydraulic folding, linkage mounted
250 12ft seed harrows, manual folding wings, linkage mounted
251 **Massey Ferguson** 4m trailed discs. Model No: 521
252 **PZ** fixed tine crumbler 3m linkage mounted
253 Passive seed bed combination cultivator, 4m linkage mounted with front and rear crumbler, linkage mounted
254 **Lemken** Kompaktor 4m passive seed bed combination cultivator, linkage mounted. Serial No: 157503171013
255 **Wartsila** Hankmo 129K 4.44m hydraulic folding cultivator
256 Dutch harrow 6m hydraulic folding with rear crumbler, linkage mounted
257 Twin leg subsoiler with rear depth wheels
258 5 leg subsoiler with depth wheels and rear crumbler, linkage mounted
259 **Crawford** twin leg pan buster, linkage mounted
260 **Bomford** Super flow, linkage mounted
261 Fixed tine pan buster 12ft cultivator with rear depth wheels
262 1996 **Dowdeswell** DP7D2 5f (4+1) set 12" reversible plough with skimmers. Serial No: 34377
263 **Howard** 3m rotavator PTO driven, linkage mounted
264 **Lely** 4m power harrow with rear crumbler and linkage
265 1994 **Kuhn** HR3503D 3.5m power harrow with rear spiral roller. Serial No: 950358
266 2014 **Kuhn** HR5004DR 5m power harrow with rear crumbler, hydraulic folding. Serial No: 10202
267 1986 **Structural** BV twin row potato planter. Serial No: 86 1174
268 Cambridge roll 3.5m with end tow kit
269 Gang Cambridge rolls (8ft Main roll, 2No 6ft rolls)
270 2No Cambridge rolls 11ft
271-274 Spare lots

IRRIGATION EQUIPMENT

- 275 PTO driven irrigation pump
276 Quantity 2" irrigation pipes

Sale by Auction

- 277 Quantity **Bauer** irrigation pipes, various lengths and pipe trailer
278 **Bauer** single axle irrigation reel with rear carriage and rain gun

TRAILERS

- 279 Single axle diesel bowser
280 Low loader 4.5m x 2.3m trailer, wooden floor, hydraulic lowering rear axle
281 19ft low loader with twin axle
282 Single axle metal water bowser on 9.00-20 wheels and tyres, spares or repair
283 4 wheel water bowser with cabinets on 8.25-16 wheels and tyres
284 3t trailer, hydraulic tipping single axle trailer
285 1977 **Pettit** 8t trailer, hydraulic tipping twin axle on 12.5/80 - 15.3 wheels and tyres, complete with sides
286 1977 **Pettit** 8t trailer, high-tip hydraulic tipping twin axle on 12.5/80 - 15.3 wheels and tyres, complete with sides
287 1975 **Pettit** 8t wooden sided dropside trailer with manual tailgate, twin axle on 12.5/30-15.3 wheels and tyres. Serial No: 19283
288-289 1987 **Armstrong Holmes** 10t grain trailer, hydraulic tailgate and grain chute, fixed drawbar, twin axle on 385/65R22.5 wheels and tyres
290 32ft bale trailer on 11R22.5 wheels and tyres with front dolly

MATERIALS HANDLER & ATTACHMENTS

- 291 1999 **Samsung** SF25D diesel forklift hydraulic side shift and pallet tines. Hours: 2,101. Serial No: FA20DT81200417.
Please note this lot is to be reserved for loading until Thursday 30th January 2025.
292 1984 **Sanderson** SB50 TC masted forklift 4.5m with pallet tines and front bucket on 14-28 front and 9.00-16 rear wheels and tyres. Reg: A714 RDO. Hours: 5,605. Serial No: AT5204D235.
Please note this lot is to be reserved for loading until Thursday 30th January 2025.
293 Box tippler with **Sanderson** attachments
294 Tine mounted 2 person man cage
295 Spare lot

BROWN & CO

FORTHCOMING AUCTIONS

Monday 13th January 2025

Annual St Ives, Hay, Straw and Fodder Auction

St Ives RFC, St Ives, Cambs, PE27 3LY

Contact: Jon Clampin 07717 512498

jon.clampin@brown-co.com

Commencing Friday 17th January 2025 at 7am

and closing from 12Noon on Monday 27th January 2025

National Online Timed Auction of Machinery, Straw & Forage

Contact: Simon Wearmouth 07768 465744 or Victoria Walters 07990 418021

simon.wearmouth@brown-co.com or victoria.walters@brown-co.com

Thursday 30th January 2025

Sale by Auction of Modern Farm Machinery & Equipment

East Lincolnshire

Contact: George Watchorn 07919 015675 or Jon Clampin 07717 512498

george.watchorn@brown-co.com or jon.clampin@brown-co.com

Commencing Thursday 13th February 2025 at 7am

and closing from 12Noon on Tuesday 18th February 2025

Online Timed Machinery Auction of Modern Farm Machinery & Equipment

Hertfordshire

Contact: George Watchorn 07919 015675 or Jon Clampin 07717 512498

george.watchorn@brown-co.com or jon.clampin@brown-co.com

Thursday 27th February 2025

Sale by Auction of Modern Farm Machinery & Equipment

Bedfordshire

Contact: George Watchorn 07919 015675 or Jon Clampin 07717 512498

george.watchorn@brown-co.com or jon.clampin@brown-co.com

Conditions of sale for Machinery Auction

With 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,

Conditions of Sale for Machinery Auction

whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

- (a) loss of profit;
- (b) loss of goodwill;
- (c) loss of business;
- (d) loss of business opportunity;
- (e) loss of anticipated saving; or
- (f) special, indirect or consequential damage,

suffered by any other party that arises under or in connection with these Conditions.

(iv) Without prejudice to clause 5(ii) or clause 5(iii), the Auctioneers total liability for all other losses arising under or in connection with these Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the Reserve Price.

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

6 WARRANTY DECISIONS

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

7 RESERVATIONS

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

8 CATALOGUES AND ADVERTISEMENTS

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

Conditions of Sale for Machinery Auction

against all risks with an insurer that is reasonably acceptable to the Vendor.

(iv) Subject to clause 12(v), the Purchaser may resell or use the Lots in the ordinary course of its business (but not otherwise) before payment for the Lots is made in full (if the Purchaser resells the Lots before that time it does so as principal and not as agent).

(v) If before title to Lots passes to the Purchaser, the Purchaser suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits any inability to pay its debts, or is deemed by the Auctioneers to be unable to pay its debts, then, without limiting any other right or remedy the Vendor may have:

- (a) the Purchaser's right to resell the Lots or use them in the ordinary course of its business ceases immediately; and
- (b) the Vendor may at any time require the Purchaser to deliver up all Lots in its possession that have not been resold, or irrevocably incorporated into another product.

(vi) In the event of sale by a Purchaser before payment has been made in full, the Purchaser shall hold the proceeds of such sale on trust for the Auctioneers (as agent of the Vendor).

(vii) In the event of breach of clause 10 or clause 12, the Auctioneers reserve the right to enter on to the property of the Purchaser, or others, to reclaim possession of any Lot.

13 BUYER'S PREMIUM

A Buyer's Premium of 5% of the hammer price is payable on all lots. This is subject to VAT @ 20%.

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

Conditions of Sale for Machinery Auction

- (d) within seven days of the Auctioneer's request, provide a competent engineer's report setting out full details of the alleged defect.
- (iii) The Purchaser's rights under clause 18 shall not apply if:
- (a) the Purchaser makes any further use of those Lots after giving notice or discovering the defect;
 - (b) the defect arises because the Purchaser failed to follow any oral or written instructions for the storage, commissioning, installation, use and maintenance of the Lots or (if there are none) good trade practice regarding the same;
 - (c) the Purchaser alters or repairs those Lots;
 - (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
- or
- (e) the Lots differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- (iv) The Auctioneers may appoint as arbitrator any person including but without limitation any partners of their own firm or any person in their employ who decision shall be final and binding on the Vendor and the Purchaser.

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 a 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 your needs. Our auctions are promoted widely to our extensive database of contacts and we market the sale thoroughly including social media and websites.

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.

Your Brown&Co Machinery Auction Specialists



George Watchorn
St Neots
george.watchorn@brown-co.com
07919 015675



Jon Clampin
St Neots
jon.clampin@brown-co.com
07717 512498



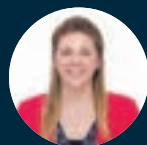
Thomas Birks
Banbury
tom.birks@brown-co.com
07919 015677



William Gasson
Banbury
william.gasson@brown-co.com
07827 449151



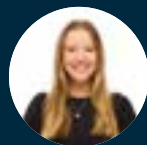
James Walton
Humber
james.walton@brown-co.com
07920 496350



Anita Riggall
Humber
anita.riggall@brown-co.com
07966 597930



Simon Wearmouth
Norwich
simon.wearmouth@brown-co.com
07768 465744



Victoria Walters
Norwich
victoria.walters@brown-co.com
07990 418021