

BROWN & CO

SALE BY AUCTION OF MODERN FARM MACHINERY AND LIVESTOCK EQUIPMENT



LOT: 321



LOT: 319



LOT: 304



LOT: 294



LOT: 282



LOT: 281



LOT: 280



LOT: 260

Friday 18th October 2024 at 10:30am
Spittal Cross Farm, Spittal,
Haverfordwest SA62 5DB

BidSpotter
.co.uk

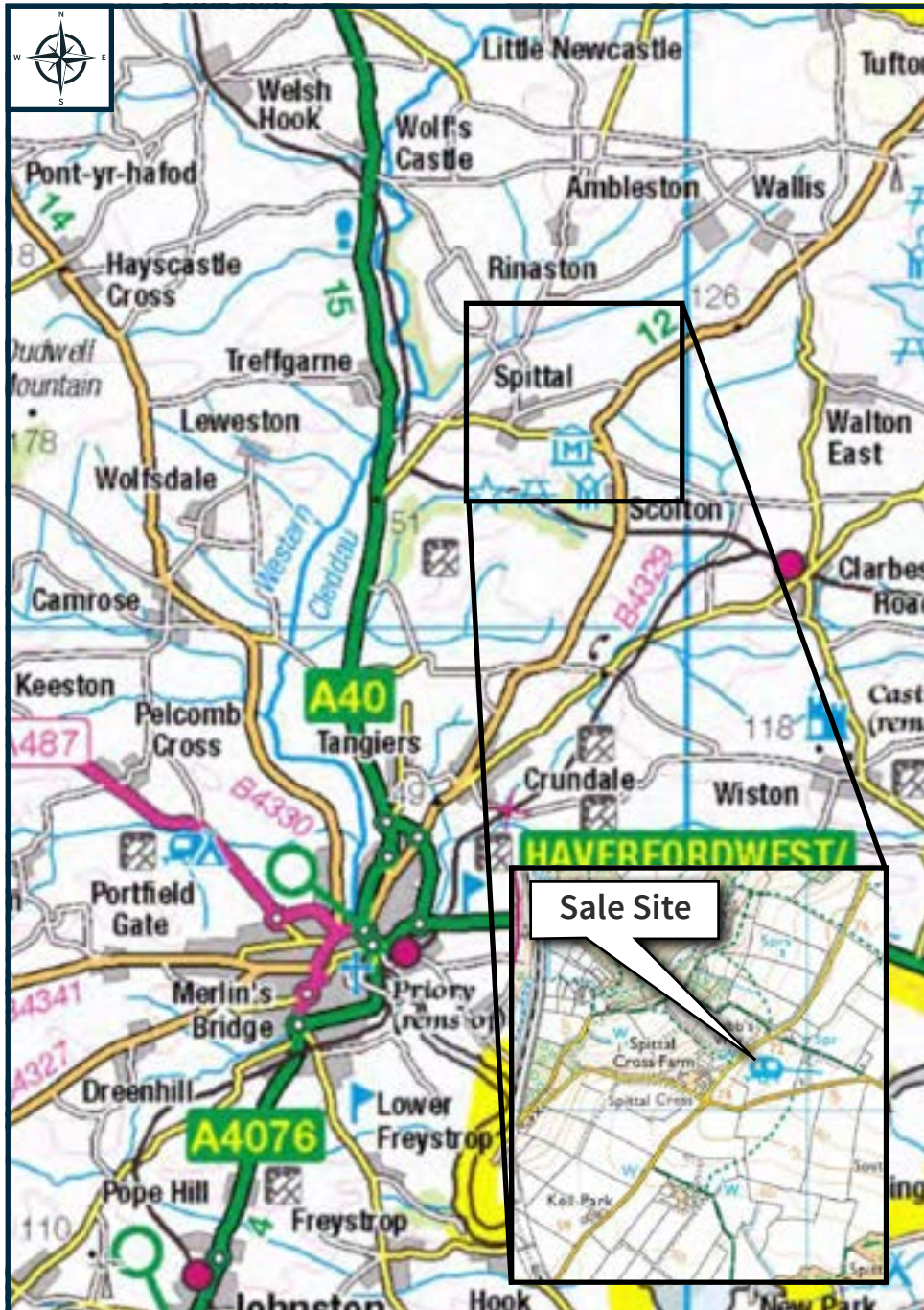
i-bidder.com

BROWN & CO

Property and Business Consultants

jjmorris.com

In conjunction with



On Instructions from AN, SE & SR Evans

AUCTION OF MODERN FARM MACHINERY, SLURRY AND LIVESTOCK EQUIPMENT

Friday 18th October 2024
Commencing 10:30am prompt

Spittal Cross Farm, Spittal, Haverfordwest SA62 5DB

Viewing: 10.00am until 3.00pm on Thursday 17th October 2024
and on the morning of the sale from 8.00am 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

Approaching from the A40 (M4) at the Scotchwell roundabout take the second exit onto Fishguard Road (A40). After approximately 0.8 miles at the Cardigan Road roundabout take the second exit onto the A40. After approximately 0.3 miles at Withybush roundabout take the third exit to stay on the A40. After approximately 2.9 miles turn right towards Spittal at The Corner Piece public house, then the sale site is located approximately 1.0 mile on your right.

The sale ground will be signposted on the sale day and the nearest postcode is **SA62 5DB**

What3words: ///flamingo.forget.exile

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 & JJ Morris 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 Friday 1st November 2024.

LOADING FACILITIES

Loading facilities will be available on sale day until 5 pm only. Loading outside these times will be strictly by arrangement with the Sellers. Any lots remaining after Friday 1st November 2024 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 5 mph speed limit and move with caution.

Purchasers Please Note

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 Buyers 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 or JJ Morris 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 or JJ Morris 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

Thursday 17th October 2024 from 10.00am - 3.00pm and on the morning of the sale from 8am.

Purchasers Please Note

EXPORT OF GOODS

All goods purchased at Brown & Co and JJ Morris 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 and JJ Morris 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

WORKSHOP EQUIPMENT & MISCELLANEOUS SPARES

- 1-150 Quantity workshop and parlour equipment
- 151 **Karcher** commercial hot water pressure washer
- 152 Pallet trolley
- 153 ATV sprayer tank
- 154 **Enduramaxx Spray** ATV sprayer tank
- 155 Dump milk buckets
- 156 **Dairy Spares** mobile milker
- 157 'A' Frame
- 158-163 Tractor wafer weights
- 164 **PolliCube** 440 litre portable tank
- 165 Emergency bulk tank
- 166-176 Quantity IBC's
- 177 Metal stillage
- 178 Quantity drainage materials and connectors
- 179 Quantity corrugated sheets
- 180 Quantity wooden fence posts
- 181 Quantity gate posts
- 182-184 Quantity gates
- 185 Quantity wooden planks
- 186 Quantity crash barriers
- 187 PTO driven cement mixer
- 188 Metal steps and platform
- 189 Quantity wheels & tyres
- 190-195 Spare lots

LIVESTOCK EQUIPMENT

- 196-197 Plastic footbath
- 198-199 Quantity cubicle tubing
- 200 8ft precast concrete cattle slats
- 201 Quantity rubber mats

Sale by Auction

- 202-210 Quantity water tanks
- 211-215 Quantity plastic round water tanks
- 216 Turnover water trough
- 217 Concrete water tank
- 218 5No wall mounted hay racks
- 219 8No 8ft x 3ft cattle feed troughs
- 220 1No 8ft x 1ft cattle feed trough
- 221 12No 6ft cattle feed troughs
- 222 Quantity cattle ring feeders
- 223-230 Calf feeders
- 231-232 1No square bale feeder
- 233 15ft feed trough
- 234 **Wopa** foot trimming crush
- 235 **IAE** cattle crush c/w head scoop
- 236 **Stallion** mobile milk mixer, 1000 litre
- 237-240 Spare lots

IMPLEMENTS AND MACHINERY

- 241 **Fleming** tipping transport box
- 242 Folding chain harrows
- 243 **Kongskilde** Vibromaster pig tail cultivator c/w front levelling board
- 244 8ft flat roll
- 245 2016 **Storth** slurry stirrer
- 246 **Browns** muck scraper on **pin & cone** brackets
- 247 **Browns** feed pusher on **pin & cone** brackets
- 248 2016 **Strimech** work platform
- 249 Bucket brush
- 250 2012 **Tadman** 6m sprayer
- 251 2013 **Agrimaster** KN280 rotary topper, 2.8 m
- 252 2017 **Dalbo** Maxiroll Greenline 630 horizontal folding rolls, 6.3m
- 253 2013 **Claas** Corto 310N rear mounted mower, 3.1m
- 254 2015 **Claas** Corto 3200F Profil front mounted mower, 3.2m

Sale by Auction

- 255 2022 **Claas** Liner Business 2900 twin rotor rake
- 256 2022 **Amazon**e KG5001-2 5m hydraulic folding power harrow with packer roll. Serial No: GKG00069201
- 257 2017 **Kuhn** Primor 3570 M straw blower and feeder with polydrive
- 258 2016 **HiSpec** T20 vertical auger feeder
- 259 2022 **Abbey** 2500 Premium Plus Recess Tank, 13,500l pump, front level indicator and 7m dribble bar. Tyres: **BKT** 800/65 R32. Serial No: D68476
- 260 2020 **Abbey** 3500 Recess Tandem Tank with Centivac Garda 13,500l pump, air hydraulic brakes, front level indicator, 8" turbo filler on self fill arm and 7m trailing shoe. Serial No: D63810
- 261-268 Spare lots

TRAILERS AND TRAILED IMPLEMENTS

- 269 1994 **Ifor Williams** TA5G-8 twin axle livestock trailer
- 270 **Ifor Williams** TA510G3 tri-axle 14ft x 6ft livestock trailer
- 271 2022 **Broughan Engineering** 30ft bale trailer with air & hydraulic brakes, sprung drawbar, twin axle and strap boxes
Tyres: 560/60R22
- 272 2021 **Slurrykat** 14 tonne F-Line twin axle silage trailer with hydraulic tailgate and sprung drawbar
- 273-278 Spare lots

ATV'S AND TRACTORS

- 279 2019 **Bobman** self-load bedding spreader
Hours: 992
- 280 2022 **Claas** 630 Arion 50kph tractor with warranty until November 2025, air brakes, suspension, 4 spool valves and pickup hitch
Tyres: Front: 540/65R28. Rear: 650/65R38
Reg: CU72 DJO
Hours: 1,768
Serial No: A9603517



Sale by Auction

- 281 2022 **New Holland** T7.230 50kph tractor with warranty until April 2025, air brakes, suspension, front 3 point linkage and PTO, rear pickup hitch and 4 spool valves
Tyres: Front: 540/65R30. Rear: 650/65R42
Reg: CU22 EUX
Hours: 1,900
- 282 2022 **Case IH** 150 Maxxum 50kph tractor with warranty until July 2025, air brakes, suspension, 4 spool valves and pick up hitch
Tyres: Front: 480/65R28. Rear: 600/65R38
Reg: CV22 DND
Hours: 1,356
- 283 **Claas** 600kg front weight block
- 284 **ABM Products** front weight block
- 285-293 Spare lots

LOADERS AND ATTACHMENTS

- 294 2020 **JCB** 407 Agri wheel loader with **JCB** to **pin and cone** bracket adapter plate
Reg: CU70 WRX
Hours: 1,500
Serial No: JCB4ADATKK2678324
- 295 Pallet tines with back plate on **pin & cone** brackets
- 296 **Strimech** 5ft muck grab on **pin & cone** brackets
- 297 **JCB** 8ft muck grab on **pin & cone** brackets
- 298 **Albutt** shear grab on **pin & cone** brackets
- 299 2019 **JCB** 7ft bucket on **pin & cone** brackets
- 300 2022 **JCB** 6ft bucket on **pin & cone** brackets
- 301 **Browns** bale grab on **pin & cone** brackets
- 302 2016 **McHale** bale squeeze on **pin & cone** brackets
- 303 **Albutt** bag carrier on **pin & cone** brackets

Sale by Auction

- 304 2021 **JCB** 419S loading shovel
Tyres: Front: 750/65R28. Rear: 750/65R26
Reg: PE21 HMF
Hours: 2,200
Serial No: JCB4A4AAVM2741590
- 305 Pallet tines with back plate on **JCB Q-fit** brackets
- 306 2015 **Albutt** buck rake on **JCB Q-fit** brackets
- 307 2019 **Strimech** 8ft shear grab on **JCB Q-fit** brackets
- 308 2021 **JCB** Agri bucket on **JCB Q-fit** brackets
- 309 **JCB Q-fit** to **pin & cone** adapter plate with hydraulic release pin
- 310-318 Spare lots

SPRAYER

- 319 2019 **Amazone** Pantera 4502 36m self propelled 50kph sprayer, 4,500 litre, twin lines(standard flow and high flow for liquid fertiliser), four nozzle system, disc brakes, Engos GPS and autosteer, NSTS certificate on August 2023
Tyres: Front: 620/20R38. Rear: 620/70R38
Reg: YN19 CZK
Hours: 1,855
Serial: 475714603
- 320 4No **Michelin** row crops VF 380/90R50 for **Amazone** sprayer

FORAGE HARVESTER

- 321 2020 **Claas** Jaguar 850 forage harvester and **Claas** 300 Pickup header fitted with spout camera, air con and passenger seat
Tyres: Front: 650/75R32. Rear: 500/70R24
Reg: CU20 BWA
Hours: 1,026. Front attachment hours: 288
Serial No: 50000093
- 322 Corn cracker to fit **Claas** Jaguar 850 forage harvester

BROWN & CO

FORTHCOMING AUCTIONS

3rd October 2024

Sale by Auction of Modern Farm Machinery & Equipment
Conington, Peterborough, Cambridgeshire PE7 3FZ

5th October 2024

Sale by Auction of Modern Farm Machinery & Equipment
Grantham NG31 9ST

10th October 2024

Sale by Auction of Modern Farm Machinery & Equipment
Branston, Grantham NG32 1RT

16th October 2024

Sale by Auction of Modern Farm Machinery & Equipment
Blackbirds Farm, Aldenham, Hertfordshire WD25 8BS

24th October 2024

Sale by Auction of Modern Farm Machinery & Equipment
Manor Farm, Kimbolton Road, Pertenhall, Bedfordshire MK44 2AZ

31st October 2024

Sale by Auction of Modern Farm Machinery & Equipment
Red Lodge Farm, Ravens Gate,
Holbeach St. Johns, Spalding PE12 8RD

jmorris.com

26th October 2024

Whitland collective machinery sale

30th November 2024

Whitland collective machinery sale

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 denoting one gender includes all genders, words denoting persons include corporations.

2 CONDITIONS OF SALE

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

3 HEALTH AND SAFETY

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

4 AUCTIONEERS STATUS

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

5 LIMITATION OF LIABILITY

- (i) This clause 5 sets out the entire financial liability of the Auctioneers (including any liability for the acts or omissions of its respective employees, agents and subcontractors) for:
(a) any breach of these Conditions however arising;
(b) any use made or resale of the Lots by the Purchaser; and
(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Conditions.
(ii) Nothing in these Conditions shall limit or exclude the Auctioneers liability for:
(a) death or personal injury resulting from negligence;
(b) fraud or fraudulent misrepresentation; or
(c) any other liability which cannot be excluded or limited by applicable law.
(iii) Without prejudice to clause 5(ii), the Auctioneer shall not under any circumstances whatever be liable to the other,

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

There will be no Buyers 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 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.

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LOT: 259



LOT: 272



LOT: 271



LOT: 258



LOT: 257



LOT: 252



LOT: 255



LOT: 256

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