

CONDITIONS OF SALE BY PRIVATE TREATY

1. Conditions

These conditions, together with the special conditions (if any) of which the offeror is notified ("Special Conditions"), are the only terms and conditions subject to which Edward Symmons (the "Agent") as agents for the vendor (the "Vendor"), will invite offers and sell goods (the "Goods") by private treaty to a purchaser (the "Buyer"). Offering to purchase any goods shall be deemed to be an acceptance of these conditions.

2. Application of Terms

- 2.1 Subject to any variation under condition 2.3 the contract will be on these conditions together with the Special Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2 No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the contract simply as a result of such document being referred to in the contract.
- 2.3 These conditions apply to all the Agent's sales and any variation to these conditions and any representations about the goods shall have no effect unless expressly agreed in writing and signed by a partner of the Agent.
- 2.4 Any notification by the Agent that the Vendor is willing to sell goods by private treaty is an invitation to treat. Each offer for goods by the Buyer to the Agent shall be deemed to be an offer by the Buyer to purchase goods subject to these conditions and the terms of the Special Conditions or such other special conditions offered by the Buyer and expressly agreed by the Agent in writing.
- 2.5 No offer made by an offeror shall be deemed to be accepted by the Agent until an oral acceptance or written acknowledgement is issued by the Agent. The issue of the oral acceptance or written acknowledgement by the Agent marks the conclusion of a contract of sale between the Vendor and the Buyer.
- 2.6 The Buyer must ensure that the terms of its offer and any applicable specification are complete and accurate.

3. Inspection and Description

- 3.1 Buyers have a responsibility to make their own inspection and investigation of the Goods at the times and at the premises specified, and to satisfy themselves on all matters affecting the Goods, and to inspect and satisfy themselves as to the condition and description of the Goods, their fitness and suitability for purpose before submitting an offer.
- 3.2 Goods are believed to be correctly described but all goods are sold with all faults, imperfections and errors of description.
- 3.3 Neither the Vendor nor the Agent, their servants or agents makes or gives, nor has any person in the employment of the Agent any authority to make or give any representation or warranty in relation to any goods.

4. Limitation of Liability

- 4.1 Neither the Vendor nor the Agent, their servants or agents shall be liable for any loss or damage suffered by the Buyer arising out of or in connection with any defects or deficiencies in any goods purchased, errors of description, any mis-statements as to any matter affecting the goods or the failure of the goods to fulfil the functions for which they were intended.
- 4.2 The Agent's and the Vendor's total liability for breach of contract or negligence is limited to the price paid for the Goods.
- 4.3 Neither the Agent nor the Vendor shall be liable for any indirect or consequential loss or damage (whether for loss of profit loss of business or otherwise) incurred by the Buyer whatsoever.
- 4.4 Nothing in these conditions excludes or limits the liability of the Agent or Vendor for death or personal injury caused by their negligence or fraudulent representation.
- 4.5 Nothing in these conditions shall prejudice the statutory rights of a consumer who shall be bound by these conditions only insofar as they are consistent with such statutory rights.

5. Conduct of Sale

The Agent reserves the right in its absolute discretion to refuse admission to the premises and grounds where the goods are on display. The conduct of the sale shall be at the Agent's sole discretion. If any dispute of whatsoever nature relating to the sale shall arise, such dispute, shall be determined by the Agent in its absolute discretion, and whose decision shall be final and binding on all parties.

6. Price

The price payable by the Buyer for the purchase of the goods shall be the amount, offered by the Buyer and accepted by the Agent in accordance with condition 2, plus the buyer's premium (if any) and applicable VAT.

7. Insurance

As from the date and time of the contract being made, all risks in and relating to the goods shall pass to the Buyer and the Buyer is strongly advised to effect insurance for these risks at once. In no circumstances will the Agent or the Vendor be responsible if any goods or part thereof are lost, stolen, damaged or destroyed after the contract is made.

8. Payment

The Agent shall invoice the Buyer for the price of the goods after the contract is made. The full amount of the purchase price together with the buyer's premium (if any) and any applicable VAT shall be sent to the Agent to arrive not later than the final date for payment specified by the Agent (time of payment being of the essence) and in any case before the removal of the goods purchased. Payment shall not be deemed to have been made until the Agent is in receipt of cash or cleared funds.

9. Title

The Vendor shall only sell such title to the goods as he may have. Neither the Agent nor the Vendor warrants the Vendor's good title to any of the goods, and if it is found that the Vendor does not have title, or unencumbered title, to any of the goods purported to be sold under these conditions, the Buyer expressly agrees that it shall have no right either to rescind this contract or to claim damages or a reduction in the consideration paid or payable under this contract.

Title to the goods will not pass until:-

- (a) all debts owed to the Agent by the Buyer (whether part-paid secured or otherwise) are settled, for the avoidance of doubt the debts shall not be settled until (where payment or part payment is made by cheque) all cheque(s) in question have been cleared; and
- (b) the goods have been removed from the premises where the sale is held or the goods are stored in their entirety.

10. Removal

No Goods or part thereof can be removed until payment in cash or approved bankers draft has been made in full or (where any part of the payment was made by cheque) the cheque has cleared in the Agent's account. The Buyer should make its own arrangements for removing Goods purchased and loading onto vehicles and no Goods shall be removed without the authority of the Agent and unless under the supervision of the Agent's servants or agents. Removal shall take place during the times, and must be completed by the time and date, as specified (and in every case time shall be of the essence).

Delivery of Goods sold will be made only to the Buyer and no transfer of any part of any Goods to any other person will be recognised.

Prior to the removal of any Goods the Vendor may rescind the contract for the sale of those Goods and refund to the Buyer any money paid by the Buyer for the Goods should any third party claim title to or possession of any part of the Goods.

The Buyer will be responsible for the removal of Goods and must provide his own labour, packing and equipment.

The Agent requires that in pursuit of safe working practice all equipment used for lifting and transporting heavy items which have been purchased by the Buyer should be covered by appropriate insurance and registration documents (in particular but not limited to cranes, lifting tackle and fork lift trucks). Such documentation shall be produced to the Agent on request and if the Buyer fails to produce such documentation on request the Agent reserves the right to refuse to release the Goods and/or rescind the sale. Appropriate personal protective equipment, must be worn during these activities, and due regard paid to safe material handling practices.

11. Damage to Premises

The Buyer shall be responsible for the removal of all the goods at his own expense and risk and such removal must be carried out safely and lawfully and in accordance with all conditions of safety of which it is notified. For the avoidance of doubt removal includes where applicable disconnection from the mains electricity supply and the detachment of any goods which are fixed. All electrical installations must be left in a safe condition during and after the removal and the use of explosives or flame cutting equipment or any other potentially hazardous or inflammatory process shall not be permissible on the premises without the express written consent of the Agent. The Buyer takes on responsibility to insure against and to make good any injury or damage to persons or property caused by the Buyer, their carriers, servants or agents detaching, disconnecting or removing the goods purchased by the Buyer. The Buyer shall produce his insurance documentation to the Agent on request and if the Buyer fails to produce such documentation the Agent reserves the right to refuse to release the goods and/or rescind the sale. The Buyer shall indemnify the Agent for any damage or loss which the Agent may suffer in respect of loss, damage or injury suffered by the Buyer's agents or employees or any third party arising from the removal. At their discretion the Agent may require payment of a deposit to the Agent prior to and/or during the removal which will

be refunded on the removal being completed to the Agent's satisfaction. If the Buyer refuses to deposit such monies, the Vendor or the Agent may refuse the Buyer access to the premises for the purposes of the removal of the goods and/or rescind the sale in which event the provisions of Condition 12 will apply. The Agent reserves the right to stop the removal of a lot by a Buyer, his agents or employees if it appears to the Agent or its agents or employees that the removal is being carried on in an unsafe or unsatisfactory way and/or rescind the sale in which event clause 12 will apply.

12. Default by Buyer

Upon failure by the Buyer for whatsoever reason:-

- (i) to pay a deposit in full if required under the Conditions of Sale; or
- (ii) to pay the purchase price in full on the due date; or
- (iii) to provide any documentation required under these conditions; or
- (iv) to remove the goods in a safe or satisfactory way;
- (v) or to remove any lot from the premises on or before the date specified for removal,

the Vendor will be entitled to rescind the contract forthwith without incurring any liabilities to the Buyer and, without prejudice to any claims of the Vendor and/or the Agent against the Buyer arising from breach of contract or otherwise, upon rescission as aforesaid the following provisions apply:

- (a) all monies deposited in part payment will be forfeited and used to pay the Vendor's and/or Agent's expenses referred to in paragraph (d) below;
- (b) if the lots have been removed in breach of these conditions, the Vendor and/or the Agents, their servants or agents may enter the premises of the Buyer to recover such lots;
- (c) lots may be re-sold or otherwise disposed of by the Agent in the manner they feel appropriate at their sole discretion and any deficiency arising upon the resale together with the expenses of it shall be due as a debt from the Buyer in default upon the first sale. The Buyer consents to such a resale on the Agent's conditions of business applicable at the time of resale. Neither the Agents nor the Vendor shall be liable to account to the Buyer in the event of a re-sale at a higher price than the price contracted to be paid by the Buyer;
- (d) the Buyer will be responsible from the specified time for final removal for all losses and expense incurred by the Vendor and/or the Agent including storage, security and removal expenses, the costs of re-selling or disposing of the Goods and sales commission.

13. Agent

The Agent acts only as agent for and on behalf of the Vendor and shall not be held responsible for any action or default on the part of either the Vendor, offerors or the Buyer. Any concluded contract of sale is made directly between the Vendor and the Buyer.

14. Accident or Damage

Neither the Agent nor the Vendor will accept any responsibility for any accident, (except for that arising out of its negligence or the negligence of its agents or employees resulting in death or personal injury) howsoever caused to any person which may occur whilst on the Agent's premises, Vendor's premises or other premises used in connection with the sale of storage of the goods before during or after the sale and any person entering the premises does so at his own risk and is deemed to have notice of the condition of the premises and their contents.

15. VAT

The price of the goods is exclusive of value added tax which, where applicable, the Buyer shall be additionally liable to pay to the Agent.

16. Health and Safety At Work

It is expressly brought to the Buyer's attention and that of potential buyers, at the time of sale, any item of plant, machinery or equipment contained in the goods may not necessarily comply with the Health and Safety at Work Etc. Act 1974; the Environmental Protection Act 1990; Construction Design and Management Regulations 1994 or any other Act of Parliament or regulations thereunder governing the use of that plant, machinery or equipment in a working environment. Buyers of any such plant, machinery or equipment are hereby required to ensure so far as reasonably practicable that such item will be safe and without risk to health and that the use of any such items at a place of work within the United Kingdom does not contravene any such Act of Parliament or regulation applicable to such use.

17. Dangerous Substances

It is expressly brought to the attention of Buyers (and potential buyers) that certain types of plant or main service installations could contain blue and white asbestos, dangerous chemicals, hazardous waste which if not handled correctly during their removal from the premises could be in breach of the Health and Safety at Work Etc. Act 1974 Sections 2-9, Control of Substances Hazardous to Health Regulations 1988 (COSHH) or other current legislation regulating the use of such substances in a working environment. The Buyer shall ensure so far as is reasonably practicable that they comply with the Health and Safety at Work Etc. Act 1974, COSHH and other current legislation

in connection with the removal, handling and transport of such dangerous substances and or hazardous waste or shall employ a specialist contractor to remove them. The Buyer shall, on request, satisfy the Agent in relation to its removal procedures and the removal of waste materials must be undertaken by an approved and licensed contractor. The Buyer will indemnify the Vendor, their servants or agents against any loss, damages or expenses suffered by them as a result of the Buyer's or a sub-contractor's failure to comply with this legislation.

18. The Consumer Protection Act 1987

No goods are sold as new.

19. Notices

Any notices or other communications shall be in writing and, if sent by post, shall be deemed to have been received by the addressee on the second working day after posting or, if the addressee is outside the United Kingdom, on the fifth working day after posting. If any written notice is delivered by hand it shall be treated as having been received at that time. Any notice sent to the Agent shall be sent to the Agent's address as set out in the sale documentation. Any notice which the Agent sends to the Buyer may be sent to the Buyer's last address known to the Agent.

20. Third Party Rights

Save as expressly provided in these conditions no term of these conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

21. Governing Law

These Conditions and any specific Conditions shall be governed by and construed in accordance with English law.

22. Severability

In the event that any provisions of these conditions shall be held unenforceable for any reason, the remaining conditions shall remain in full force and effect.