



TROOSTWIJK
INDUSTRIAL AUCTIONEERS & VALUERS SINCE 1930

Algemene voorwaarden Verkoop bij inschrijving TroostwijkAuctions.com

TENDER SALES – GENERAL CONDITIONS OF SALE

These are the general conditions applying to the sales by Tender ("Tenders") managed by Troostwijk Auctions Ltd (registered in England under number 04568195 and registered at No. 8 Calthorpe Road, Edgbaston, Birmingham, B15 1QT) ("Troostwijk Auctions Ltd").

The goods offered for sale ("Goods") in lots ("Lots") at Tenders are owned by the person selling them ("Vendor"), for whom Troostwijk Auctions Ltd is only an agent. Troostwijk Auctions Ltd does not sell on its own account and the buyer of the relevant Lot ("Buyer") buys the Goods from the relevant Vendor ("the Contract"). The Vendor sells to the Buyer subject to additional terms (Specific Terms and Conditions) noted on our website for the relevant sale. Troostwijk Auctions Ltd facilitates the purchase through the Tender. These Conditions of Sale by Tender contain some terms between the Buyer and Troostwijk Auctions Ltd in respect of the Tender and some terms that include the Vendor too. These Conditions of Sale by Tender incorporate the relevant Specific Terms and Conditions document ("Schedule") in respect of a particular Tender. To the extent there is any inconsistency between the documents, the order of precedence is the schedule then this document.

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

1. Troostwijk Auctions Ltd acts as agents only, on behalf of the Vendors.
2. Where the Vendor is a company in receivership or liquidation or administration, the receiver or liquidator or administrator will not have any personal liability whatsoever under the Contract, except for death or personal injury caused by his negligence.
3. **CONDITION/DESCRIPTION**
 - 3.1 All statements contained in the catalogue or referred to in the catalogue relating to the Goods ("the Catalogue") are made without responsibility on the part of the Vendor or Troostwijk Auctions Ltd. All statements contained in the Catalogue or referred to in the Catalogue in respect of authenticity, origin, date, age, period, condition, attribution, quantity, measurement or weight of the Goods are statements of opinion and are not to be taken as implying statements or representations of fact.
 - 3.2 Troostwijk Auctions Ltd makes no warranty or representation as to the anticipated or likely selling price of any Lot or item or of its value. Any written or oral estimate given by Troostwijk Auctions Ltd or its employees or agents as to the estimated selling price of a Lot is a statement of opinion only, and may not be relied on as an indication of the actual selling price or value.
 - 3.3 All illustrations, photographs, pictures or images contained in the Catalogue or elsewhere regarding the Lot are for identification purposes only. They may not be an accurate reproduction of the Lot.
 - 3.4 The Goods are sold as they lie with all faults, imperfections and defects. The Buyer shall be deemed to have inspected and approved the Goods. The Buyer buys at his own risk and with notice of all faults, imperfections and defects. The Goods are sold by the Vendor as seen and inspected by the Buyer.
 - 3.5 No warranty is given by the Vendor or Troostwijk Auctions Ltd that the Goods comply with any applicable health and safety legislation. Consequently, Buyers undertake to carry out any necessary work in order to ensure that each Lot conforms with the law before the Lot is put into use.
 - 3.6 No Lots are supplied as new. Troostwijk Auctions Ltd and the Vendor do not represent Goods sold by Tender as being in a condition which makes them suitable for domestic use. Despite the above, should Buyers intend to supply any Goods for domestic use, they should ensure that the Goods comply with the requirements of any applicable consumer protection legislation or any other product liability law.
 - 3.7 Certain types of plant and machinery and ancillary equipment can contain hazardous materials, chemicals, etc. Buyers must ensure that the removal of such hazardous materials, chemicals, etc. from the Site is carried out in accordance with all relevant Health and Safety legislation, all relevant legislation covering environmental protection or the care, handling disposal of such hazardous substances.

3.8 The buyer must indemnify Troostwijk Auctions Ltd and the seller against any claims regarding environmental protection associated with the disposal of any potentially hazardous substances and any environmental legislation, Health and Safety at Work Act 1974 and Control of Substances Hazardous to Health Regulations 1988 (COSHH) and any other relevant Act of Parliament, Regulations or relevant Legislation covering such substances.

3.9 Health and Safety at Work Etc Act 1974. It is expressly brought to the buyers attention that, at the time of sale, any item of plant, machinery or equipment contained in the lot(s) may not necessarily comply with Health and Safety at Work Etc Act 1974 or any other Act or Acts or Regulations thereunder governing the use of plant, machinery or equipment in a working environment. Successful buyers for any such plant, machinery or equipment are hereby required to ensure that the use of any such at a place of work does not contravene such relevant Act or Regulation hereunder applicable thereto.

4. ONLINE TENDER

www.TroostwijkAuctions.com



- 4.1 Tenders must be made online on the Troostwijk Auctions website (www.troostwijkauctions.com) in the form provided.
- 4.2 No Tenders shall impose further conditions or make any qualifications whatsoever.
- 4.3 No Tender may be withdrawn once submitted.
- 4.4 The right to withdraw lots prior to acceptance of Tenders is reserved.
- 4.5 The Vendor may refuse to accept any Tender and shall not be obliged to accept any or the highest offer tendered.
5. PAYMENT
- 5.1 Payment in full must be made by BANK TRANSFER or such other means as Troostwijk Auctions Ltd accepts in its discretion either on the day of the sale or the day following, in accordance with the Schedule and prior to the clearance of any Lots purchased.
- 5.2 All offers are deemed to be made exclusive of Buyer's Premium (mark up), VAT and dismantling and loading costs (if applicable) and the Buyer must pay these extra costs in addition, where appropriate, at the prevailing rate.
- 5.3 Full payment is not deemed to be made until any cheques tendered in payment have received Troostwijk Auctions Ltd's banker's clearance.
6. TITLE & RISK
- 6.1 Legal and equitable title to the Goods will not pass to the Buyer until the latter of the price for the Goods having been paid in full (together with any applicable costs of dismantling, loading, transport and storage following the sale) and the Buyer having removed the Goods from the Site.
- 6.2 All Goods sold shall be the sole responsibility and at the risk of the Buyer from the buyer being notified of acceptance of offers tendered, even if the Vendor or Troostwijk Auctions Ltd move the Goods on or from the Premises. In no circumstances will Troostwijk Auctions Ltd or the Vendors be held responsible if any Lot or part thereof is lost, stolen, damaged or destroyed after buyers have been advised. Buyers are therefore advised to effect immediate and adequate insurance cover.
- 6.3 Troostwijk Auctions Ltd is acting as agent for the Vendor and does not own the Goods itself, nor does Troostwijk Auctions Ltd warrant the Vendor's title to any Goods sold. The Vendor transfers the Goods with such title as it has.
7. CLEARANCE
- 7.1 Removal of the Goods from the Site shall be the responsibility of the Buyer, who shall remove the Goods on or before the date specified in the Schedule having made prior arrangements so to do with Troostwijk Auctions Ltd.
- 7.2 The Buyer will be responsible for obtaining at its own expense all necessary labour and plant for the removal of the Goods. Where the Vendor gives assistance to the Buyer in connection with such removal, such assistance is given entirely at the Buyer's risk.
- 7.3 In the event that the seller requires the use of a nominated contractor to dismantle the goods and load them to the buyer's transport, the cost for this service will be noted in the invoice.
- 7.4 Where such a nominated contractor is appointed by the seller, Troostwijk Auctions Ltd are not responsible for the dismantling and loading service. Any claim for loss or damage arising from the dismantling and loading must be addressed directly to the nominated contractor notified in the Schedule.
- 7.5 The Buyer will indemnify and keep indemnified the Vendor and Troostwijk Auctions Ltd against all liability, loss, damage, injury or death howsoever and by whomsoever caused to the Site or any thing or person therein or thereupon arising from or in the course of the removal of the Goods.
8. DEFAULT BY BUYER
- 8.1 If the Buyer fails for whatever reason to either pay for the goods in full or remove the Goods on or before the date specified in the Schedule, the Vendor will be entitled to rescind the Contract forthwith without incurring any liability whatsoever to the Buyer and upon such rescission the following provisions will apply:
- 8.2 Any sums paid by the Buyer towards the purchase price will be forfeited to the Vendor.
- 8.3 The Vendor will be entitled to resell the Goods publicly or privately but the Vendor shall not be liable to account to the Buyer in the event of a resale at a higher price than the price contracted to be paid by the Buyer.
- 8.4 The Buyer will be liable for all liabilities, losses, damages, costs and expenses whatsoever suffered by the Vendor or Troostwijk Auctions Ltd as a result of the failure to remove the Goods by the required date or arising from the resale of the Goods provided that any sums forfeited to the Vendor under the foregoing provisions will be credited against such liability, loss, damage, cost or expense but further that if such liability, loss, damage, cost or expense is less than the sums forfeited the Vendor shall be under no obligation to make any refund to the Buyer for any such items.
- 8.5 If the Vendor or Troostwijk Auctions Ltd reasonably consider damage is likely to occur in removing the Goods from the Site, the Buyer



may be required to deposit such sum of money by way of security for the costs of reinstating the Site as the Vendor or Troostwijk Auctions Ltd in their absolute discretion may think fit. If the Buyer refuses to deposit such money the Vendor may refuse the Buyer access to the Site for the purpose of removing the Goods and the Buyer will be deemed to be in default.

9. GENERAL

9.1 Neither the Vendor nor Troostwijk Auctions Ltd shall be liable to the Buyer for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control.

9.2 Where the Buyer is more than one person the duties and obligations of the Buyer will be joint and several.

9.3 The Buyer will not be entitled to set off any sum due to the Vendor under the Contract against any sums due from or liability of the Vendor to the Buyer in respect of dealings between the Vendor and the Buyer prior to the date of the Contract.

9.4 The parties intend that Troostwijk Auctions Ltd and the relevant Buyer, together with the Vendor, receiver, administrator and liquidator may enforce their rights under these Conditions of Sale by Tender, pursuant to the Contracts (Rights of Third Parties) Act 1999.

9.5 These Conditions of Sale and the Contract shall be subject to and construed in accordance with English law and the parties hereto submit themselves to the jurisdiction of the English Court.