



For Sale by Auction

The former Dairy Crest milk processing and packaging facility in Lenton, Nottingham, England

Dairy Crest, Triumph Lane, Lenton,
Nottingham, England, NG7 2GH

Sale Day Thursday 11th June 2009
commencing at 1.00pm PROMPT

Viewing on the morning of the sale from 9.00am
or by prior arrangement only



GENERAL REMARKS

HEALTH & SAFETY

Visitors to the site are bound by the Auctioneer's and Vendor's Health & Safety requirements. Smoking is NOT permitted on the site.

SECURITY

Vehicles entering site could be subject to search before leaving site.

BUYER'S PREMIUM

The sale is subject to a 10% Buyer's Premium.

CONDITIONS OF SALE

The sale is held subject to the **Terms & Conditions for the Purchase of Equipment through Auction, Tender or Private Treaty** as printed in the sale catalogue. Purchasers should be aware of them and particular attention is drawn to clauses 6, 8, 13, 15 & 16.

No lots will be released unless payment has been received in full. If cheques are tendered, lots will not be released until such cheques have cleared. Cheques can be 'expressed' upon payment of a special fee by the purchaser. The preferred method of payment is by electronic transfer, details of which can be obtained from the Pay Office.

MONEY LAUNDERING REGULATIONS

We no longer accept cash payments of more than £1,000 in settlement of accounts.

REGISTRATION

When registering, prospective purchasers will be asked for proof of identity and should be prepared to produce two forms of identification including Driving Licence, Passport or National Insurance Card.

REFRESHMENTS

Light refreshments will be available on the day.

COMMISSION BIDS

The Auctioneers will be pleased to execute Commission Bids on behalf of purchasers. Under NO circumstances will Commission Bids be accepted from purchasers who have not viewed the lots they wish to buy.

MEASUREMENTS

Where given, measurements are approximate and for guidance only. Purchasers should confirm their own measurements for lots they wish to buy. Incorrect transport for collection of lots could incur additional loading / delay charges.

REMOVAL OF LOTS

- A. Mandatory lift-out charges will apply, details of which will be printed in the Sale Catalogue.
- B. Moodys are sole appointed contractors for the site.
- C. An Auctioneer's representative will be on site to supervise the removal of lots.
- D. No collections will be made without the prior approval and arrangement with the Moody Site Manager, Dom Willows (07730 897098).
- E. The site must be cleared by 30th June 2009.



GENERAL REMARKS

IMPORTANT INFORMATION FOR EXPORT PURCHASERS

If you are intending purchasing items for export outside the United Kingdom, you **MUST** satisfy all of the following criteria in order for a VAT refund/zero rating to be considered.

BUYER REGISTRATION FORMS

VAT refunds will only be considered if the purchaser declares their intention to export goods and requests a VAT deposit refund at the time of registration and before bidding on any items.

Please note that the VAT on the Buyer's Premium is non-refundable.

Separate registration forms are available for export purchasers.

The registered purchaser **MUST** complete the **Zero Rated Export Buyer's Registration Form** showing the export destination and address. If a United Kingdom address is supplied, this must be a correspondence only address and not a business address.

The registered purchaser must be the party who is to receive the goods overseas and **NOT** their agent.

VAT DEPOSIT

A deposit equal to the amount of VAT due will be taken and held by Moody Auctions Ltd until satisfactory proof of export is received. **THERE ARE NO EXCEPTIONS TO THIS RULE.**

TIME LIMIT

Goods must be exported and documentary proof provided within three months from the date of purchase. **NO REFUNDS WILL BE GIVEN AFTER THIS TIME.**

PROOF OF EXPORT

- Bills of Lading must be forwarded to Moody Auctions Ltd within three months of the date of purchase
- Bills of Lading must specify the goods with reference to lot numbers and description, and/or the purchase invoice reference number
- Any export paperwork must be original. Photocopies and faxes will **NOT** be acceptable
- Consignee details on the Bill of Lading must match those of the registered purchaser on the **Zero Rated Export Buyer's Registration Form**

BANK DETAILS

Account Name: Moody Auctions Ltd - Client Account No 1
Account No: 80009210
Sort Code: 20-26-55

Bankers: Barclays Bank plc
Branch: Ten Pound Walk, Doncaster, South Yorkshire, DN4 5HJ

INVITATION TO TENDER
FOR THE PURCHASE OF GOODS

Date of Invitation: Thursday 11th June 2009

Date of Return: Noon Friday 12th June 2009

1. The Auctioneers invite Tenders for the purchase of the articles set out in the Schedule.
2. Every express or implied warranty or condition as to warranty or condition as to merchantability, condition or fitness for purpose of any of the articles is excluded.
3. The articles may be inspected at the times and place set out in the schedule. Each buyer (whether or not he inspects those articles which he purchases) shall be deemed to buy with notice of all defects in them. No buyer shall have the right to reject for any reason any articles which he may purchase.
4. Tenders must be in writing (in the form provided by the Seller) and be delivered to the Seller in accordance with the provisions in the schedule, no later than noon on Monday 12th June 2009.
5. Tenders may be submitted to purchase all the articles or for any separate lot shown in the schedule. Once submitted the applicant shall not withdraw his tender.
6. Tenders will be opened by the seller within twenty four (24) hours after last date and time for delivery of tenders. The Seller will notify the acceptance of the successful tender(s) to the successful buyer(s) immediately upon a decision being taken.
7. The Seller does not undertake to accept the highest or any tender(s) OVERALL. The Seller reserves the right of accepting the whole or such part of any tender(s) as it shall think fit.
8. Articles shall be at the risk of the buyer as from acceptance by the Seller of tender.
9. Property in the articles shall pass to the buyer on payment of the tendered price plus applicable VAT. The tendered price and Buyer's Premium plus VAT shall be payable immediately upon notification to the buyer of acceptance of tender.
10. Buyers shall collect their articles within five (5) days after payment to the Seller, unless special arrangements are made with the Auctioneers.
11. The Conditions of Business for the sale of goods by Auction by Moody Auctions shall apply to any contract formed pursuant to this invitation, as may be applicable (a copy of which is available for inspection at the Tenderers request) but in the event of a conflict between those Conditions and the terms of this invitation the terms of this invitation shall apply.
12. Completed Tenders to be delivered to the offices of Moody Auctions, West Carr Road Industrial Estate, Retford, Nottinghamshire, DN22 7SN by the date indicated above.

DAIRY CREST (NOTTINGHAM)

AUCTION SALE 11th JUNE 2009

LOT NO	DESCRIPTION	LIFT OUT	NOTES
MAIN COLD STORE			
1	Pallet of 20 Assorted Electric Motors and Gearboxes.	£10	
2	2 Pallets with 13 Assorted Electric Motors.	£10	
3	1 Pallet with approx. 20 Conveyor Motors & Variable Speed Drives.	£10	
4	Pallet Assorted Milk Churns.	£10	
5	Pallet with 22 Assorted Electric Motors.	£10	
6	Pallet with 18 Assorted Electric Motors.	£10	
7	Pallet Agitator and Other Motors.	£10	
8	2 Pallets Bottle Washer Spares.	£10	
9	2 Large Gearboxes and Motors.	£10	
10	Pallet of Glass Bottle Filler Spares including 1300 Filler Rubbers.	£10	
11	Pallet Capper Spares.	£10	
12	3 Boxes K24 Homogeniser Spares.	£10	
13	Pallet Valves & Seals.	£10	
14	5 Boxes Process Plant Spares.	£10	
15	4 Boxes Valves and Seals.	£10	
16	7 Boxes Miscellaneous Spares.	£10	
17	4 Boxes Boiler Spares.	£10	
18	5 Boxes Re-Stacker & Gripper Spares.	£10	
19	6 Boxes Fogg Filler Spares.	£10	
20	2 Boxes Assorted Gauges.	£10	
21	APV WE+ 55/35-380 Pump.	£10	
22	APV 2-3-9 Puma Pump CL1923.	£10	
23	APV 2-2½-9 Puma Pump D2102.	£10	
24	APV 2-3-9 Puma Pump D6511MT.	£10	
25	APV 2-2½-9 Puma Pump D2486.	£10	
26	Pallet Assorted Puma Pump Spares.	£10	
27	Lynx 6000 Series Inkjet Coder and a 6200 Series (Damaged).	£10	
28	Pallet Incomplete 1½" Puma Pumps.	£10	
29	2" Positive Pump and a Centrifugal Pump (Incomplete).	£10	
30	Pallet with 2 Pumps and Motors and other motors.	£10	
31	Snowrex SW60K Digital Scale and Another.	£5	
32	Small Vertical Cylindrical S/S Lidded Tank.	£10	
33	APV W+ 30/25-220M Pump.	£10	
34	S/S Small Balance Tank.	£5	
35	APV HX Plate Heat Exchanger.	£10	
36	APV W80/50-400N Pump.	£10	
37	Flexifill S/S Bag in Box Filler.	£10	
38	S/S Large Lidded Balance Tank.	£10	
39	Avery Berkel L115 Digital Platform Scale.	£10	
40	Small Vertical Cylindrical S/S Lidded Tank.	£5	
41	S/S Kneehole Desk.	£10	
42	3 x Digi Digital Scales.	£10	
43	S/S Knee Operated Single Station Sink.	£5	
44	Pallet Assorted Spares.	£10	
45	2 x Pallets Assorted Filler Change Parts.	£10	
46	2 x Pallets Assorted Fan Spares.	£10	
47	Pallet Assorted De & Re Crater Spares.	£10	
48	2 x Pallets Crate Wash Motors & Gearboxes.	£10	
49	Set Calibration Weights with S/S Trolley.	£10	
50	2 x APV W80/50-400N Pumps, 1 incomplete.	£10	
51	Fristam Type FL1005 Positive Pump.	£10	
52	AND HP20K S/S Digital Scale.	£10	
53	2 x AND FS6-8K S/S Digital Scales.	£10	
54	APV W30 Pump.	£10	

DAIRY CREST (NOTTINGHAM)

AUCTION SALE 11th JUNE 2009

LOT NO	DESCRIPTION	LIFT OUT	NOTES
54a	APV W30 Pump.	£10	
55	APV W40/20 Pump.	£10	
56	APV W30/25 Pump.	£10	
57	Salter Weigh-Tronix W1-125 S/S Digital Scalee.	£5	
58	Mettler Toledo Spider 1S S/S Digital Scale.	£5	
59	Scanvaegt 831L S/S Digital Scale.	£5	
60	Waukesha Size 320 Rotary Lobe Pump.	£10	
61	2 x Jadever JW1-586 S/S Digital Scales.	£10	
62	APV SR20 Plate Heat Exchanger.	£25	
63	S/S Dispatch Desk.	£5	
64	Fristam FL100S Positive Pump.	£10	
65	S/S Lidded Balance Tank.	£10	
66	5 x S/S Waste Bag Holders.	£5	
67	APV W80.50-400N Pump.	£10	
68	2 x S/S Dispatch Desks.	£10	
69	S/S Lidded Balance Tank.	£10	
70	2 x S/S Dispatch Desks.	£10	
71	Scanvaegt VIC 8362 Digital Scales.	£5	
72	S/S Dispatch Desk.	£5	
73	Fristam FL100S Positive Pump.	£10	
74	Colchester Lathe	£50	
75	Power Hacksaw	£10	
76	Spare Lot.		
77	Spare Lot.		
78	Spare Lot.		
79	Spare Lot.		
80	4 x Frigabohn 4 Fan Evaporators.	£400	
81	3 x Coolers and Condensers 2 Fan Evaporators.	£300	
82	4 x Frigabohn 3 Fan Evaporators.	£400	
83	St Steel Air Curtain.	£100	
84	St Steel Air Curtain.	£100	
85	Spare Lot.		
86	Spare Lot.		
400 LINE			
87	Glass Bottle DePalletiser with Multi Lane Outfeed Table.	£200	
88	Approx. 6m S/S Slat Decline Conveyor.	£50	
89	S/S Wall Mounted Hose Holder with Hose & Gun.	£10	
90	S/S & Punch Plate Gantry Stand.	£10	
GLASS BOTTLE HALL			
91	Approx. 9m S/S & Nickel Plate Chain Crate Conveyor.	£100	
92	Mild Steel & Checker Plate 5 Step Gantry.	£25	
93	S/S Hose Reel Holder with Hose & Gun.	£10	
94	Fibre Crown S/S Crate De-Stacker.	£200	
95	Approx. 12m S/S & Nickel Plate Chain Crate Conveyor with 2 90° Bends.	£100	
96	Vickers-Dawson Twin Head De-Crater.	£350	
97	S/S & Checker Plate 3 Step Crossover Gantry.	£25	
98	3 x S/S Waste Bag Holders.	£10	
99	S/S Electric Insect Killer.	£5	
100	Emst Göebel KG Type KWF12 S/S Crate Washer with Approx. 16m S/S & Nickel Plated Chain Crate Conveyor.	£250	
101	S/S & Checker Plate 3 Step Crossover Gantry.	£25	
102	Vicker-Dawson MC607 Twin Re-Crater with Approx. 12m S/S & Nickel Plated Chain Crate Conveyor.	£350	
103	Nederman Retractable Hose Reel Hose & Gun.	£10	
104	Nederman Retractable Hose Reel with Hose.	£10	

DAIRY CREST (NOTTINGHAM)

AUCTION SALE 11th JUNE 2009

LOT NO	DESCRIPTION	LIFT OUT	NOTES
105	S/S Electric Insect Killer.	£5	
106	S/S Utensils Wash Sink.	£5	
107	Vacuum Pump on S/S Stand.	£10	
108	Dawson KA9 48-15 Rotary Glass Bottle Filler Model KAV 9-02-B-38R with Fords Foil Capper and approx. 3m Kensal S/S & Slat Single Lane Bottle Conveyor.	£500	
109	Approx. 9m Kensal S/S & Slat Single Lane Bottle Conveyor.	£100	
110	Dawson KA9 48-15 Rotary Glass Bottle Filler Model KA9-02-D-38L with Fords Foil Capper.	£500	
111	Approx. 10m Kensal S/S & Slat Single Lane Bottle Conveyor.	£100	
112	S/S Hose Holder with Hose & Gun.	£10	
113	S/S Utensils Wash Trough.	£10	
114	Vacuum Pump.	£10	
115	5 Lane S/S Accumulation Table 3.7m.	£50	
116	BWI Inex Vision Dairy Scan II Glass Bottle Inspection System, missing Base Scanner.	£200	
117	Approx. 9m Kensal S/S Slat Conveyor Single & Multi Lane Botte Conveyor.	£100	
118	Vickers-Dawson Dominator 22 wide Glass Bottle Washer.	TBA	
119	2 x Searle Twin Fan Evaporators.	£150	
120	9,000 litre S/S Vertical Cylindrical Insulated and Agitated Juice Holding Tank.	£750	
121	APV 1½-2-7 Puma Pump A8387MT.	£10	
122	S/S 4 Port Flow Plate.	£10	
123	S/S 2 Step Crossover Gantry.	£10	
124	Approx. 7.5m S/S & Plastic Chain Crate Conveyor.	£75	
125	Approx. 36m S/S & Plastic Chain Crate Conveyor.	£500	
126	Approx. 11m S/S & Nickel Plated Chain Crate Conveyor.	£150	
127	Fibre Crown S/S Crate Re-Stacker.	£350	
128	Approx. 9m IPC S/S & Nickel Plate Chain Crate Conveyor.	£150	
129	Dawson Udec Grouper.	£400	
130	Spare Lot.		
131	Spare Lot.		
600 LINE			
132	Approx. 12m S/S & Nickel Plated Chain Crate Conveyor.	£150	
133	S/S & Punch Plate 3 Step Crossover Gantry.	£10	
134	Dawson Udec 4 head S/S D-Crater.	£450	
135	Approx. 15m S/S & Nickel Plate Chain Crate Conveyor.	£200	
136	Göebel KWF12 S/S Crate Washer with Approx. 15m S/S & Nickel Plate Chain Crate Conveyor.	£250	
137	Glass Bottle DePalletiser with Multi Lane Outfeed Table.	£200	
138	Approx. 30m S/S Slat Conveyor Feeding Glass Bottle Washer.	£400	
139	Stork SE3210 Glass Bottle Washer with Pre Soak System.	TBA	
140	S/S & Punch Plate 4 Way Crossover Gantry.	£150	
141	S/S Hose Holder with Hose & Gun.	£10	
142	Electric Insect Killer.	£5	
143	S/S Double door Utensils Cabinet.	£10	
144	Approx. 20m S/S Multi and Single Lane Glass Bottle Conveyor.	£250	
145	Approx. 7m S/S roller Conveyor in 2 Sections.	£50	
146	Dawson KA9 48/15 Rotary Glass Bottle Filler with Fords Capper.	£500	
147	Dawson KA9 48/15 Rotary Glass Bottle Filler with Fords Capper.	£500	
148	All S/S Slat Single & Multi Lane Conveyor Section Fillers and Re-Crater.	£400	
149	Approx. 35m IPC S/S & Nickel Plated Chain Crate Conveyor.	£450	
150	S/S & Checker Plate 3 Step Crossover Gantry.	£25	
151	Nederman Retractable Hose Reel Hose & Gun.	£10	
152	Searle 3 Fan Evaporator.	£100	
153	S/S Knee Operated Single Station Sink.	£10	
154	S/S & Punch Plate 4 Step Crossover Gantry.	£50	
155	S/S Change Parts Stand.	£10	
156	Nederman Retractable Hose Reel Hose & Gun.	£10	

DAIRY CREST (NOTTINGHAM)

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LOT NO	DESCRIPTION	LIFT OUT	NOTES
157	S/S Lidded Utensils Wash Trough.	£10	
158	Dawson-Udec S/S 4 Head Re-Crater.	£450	
159	S/S Knee Operated Single Station Sink.	£10	
160	S/S & Punch Plate 2 Step Crossover Gantry.	£25	
161	Dawson-Udec Triple Crate Re-Stacker.	£350	
162	Approx. 9.5m S/S & Nickel Plate Chain Crate Conveyor.	£150	
163	Dawson-Udec 3 x 3 Re-Grouper.	£400	
164	Spare Lot.		
165	Spare Lot.		
COLD STORE 1			
166	S/S Wall Mounted Hose Holder with Hose & Gun.	£10	
167	2 x Prestcold AP6 AC-2000 FI Refrigeration Compressor.	£100	
168	2 x 3 Fan Kobol Evaporators.	£150	
169	Small Quantity Dexion Speedlock Pallet Racking.	£100	
COLD STORE 2			
170	3 x Twin Fan Evaporators.	£200	
171	2 x J & E Hall R417A Refrigeration Compressors and Control Panel.	£100	
BOILER HOUSE AREA			
172	S/S Wire Mesh Security Cage.	£50	
173	3 Gas Bottle Cages.	£100	
174	Rectangular Oil Tank 1.9 x 2.5 x 1.8m	£100	
175	Mild Steel Vertical Cylindrical Heavy Oil Tank.	£800	
176	S/S Vertical Cylindrical 35,000 gal. Silo 14.5m x 3.8m diameter.	£1,250	
177	S/S Vertical Cylindrical 35,000 gal. Silo 14.5m x 3.8m diameter.	£1,250	
178	Spare Lot.		
179	Spare Lot.		
BOILER HOUSE			
180	Ruston Thermax Two 16000lbs/hr Dual Fuel Gas & Oil Boiler with Year 2004 Saake Type ELD 045-110 Burner.	£2,000	
181	Ruston Thermax Two 16000lbs/hr Dual Fuel Gas & Oil Boiler with Year 2005 Saake Type ELD 045-110 Burner.	£2,000	
182	S/S Hotwell on Mild Steel Gantry.	£500	
183	2 x Water Pumps.	£50	
184	APV 2-3-9 Puma Pump D2621.	£10	
185	S/S Wall Mounted Hose Holder with Hose.	£10	
186	2 Assorted Inline Water Flow Meters.	£25	
187	Water Softening Plant Comprising Bulk Salt Tank, 2 Brine Tanks, 2 Vessels, assorted pipework and valves.	£750	
188	Spare Lot.		
189	Spare Lot.		
COLD STORE 3			
190	Zanotti Cold Block Refrigeration Compressor with Triple Fan Evaporator.	£50	
191	S/S Double Disphragm Pump.	£10	
192	S/S 1.7m Square Tank with S/S Drainer.	£50	
YARD			
193	Olympic Glass Fibre Cabin 2.2 x 2.75 x 2.25m high.	£50	
COMPRESSOR HOUSE YARD			
194	Bitzer Type RJ22-2 Refrigeration Compressor with Twin Fan Condenser.	£50	
195	Bitzer Type RJ22-2 Refrigeration Compressor with Twin Fan Condenser.	£50	
196	Bitzer Type RJ22-2 Refrigeration Compressor with Twin Fan Condenser.	£50	
197	Control Panel.		
198	Spare Lot.		
199	Spare Lot.		
200	Bitzer ZN5.2Y Refrigeration Compressor.	£50	
201	Bitzer Twin Cylinder Twin Fan Refrigeration Compressor.	£75	

DAIRY CREST (NOTTINGHAM)

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LOT NO	DESCRIPTION	LIFT OUT	NOTES
202	APV 2-2½-9 Puma Pump D8344MT.	£10	
203	Mild Steel & S/S Lined Horizontal Cylindrical Tank 3.2 x 2.1m diameter.	£150	
204	Maddalena Inline Flow meter.	£10	
AIR COMPRESSOR HOUSE			
205	2004 Worthington Creyssensac Rollair 40 Type RLR 40 AX6 30KW 335m³/hr Air Compressor.	£500	
206	Donaldson Ultrafilter Oil Water Separator.	£50	
207	2001 Denco MN17 Series Refrigerant Dryer.	£100	
208	Denco Miller TA7M Mistral Compressor Air Dryer.	£100	
209	S/S Hot Water Tank with 2 Pumps.	£50	
210	Broom & Wade 100lbs² Air Receiving Vessel.	£50	
211	ECO Air D50 Rotary Screw Air Compressor 28028 Hours.	£500	
COMPRESSOR HOUSE ROOF			
212	2001 Climaveneta Wrat B Package Chiller Serial B03421B127.	£800	
213	Cylindrical Steel Bunded Chemical Storage Tank 2.45 diameter x 2.6m high.	£200	
214	Ammonia Holding Vessel.	£100	
215	2003 Evapco Cooling Tower Model 6SCB-280 Serial B 12898-08.	£800	
216	S/S Insulated Rectangular Water Tank 2.2 x 2.7 x 2.6m.	£350	
217	4 x Water Pumps.	£100	
218	Plastic Water Tank 1.6 x 1.3m diameter on S/S Stand.	£100	
219	APV 2-2½-9 Puma Pump D6348MT.	£10	
MILK RECEPTION BUILDING			
220	6 Assorted Butterfly Valves.	£10	
221	12 Actuated Butterfly Valves.	£10	
222	Quantity Assorted S/S Pipe.	£50	
223	Quantity Assorted S/S Scrap Pipe.	£50	
224	APV 2-2-9 Puma Pump D2619.	£10	
225	Alfa Laval Type M10-BFHE Incoming Milk Cooler.	£50	
226	APV 2-3-9 Puma Pump D2623.	£10	
227	APV 2-3-9 Puma Pump D2622.	£10	
228	APV 2-3-9 Puma Pump D18958MT.	£10	
229	APV 2-3-9 Puma Pump D6470MT.	£10	
230	Passilac ZMK Centrifugal Pump.	£10	
231	S/S & Weld Mesh Gantry.	£75	
232	6 x 2½" and 3" Passilac Routing Valves.	£10	
233	7 x 2½" and 3" Passilac Routing Valves.	£10	
234	2 x 12 Port S/S Flow Plates.	£25	
235	2 x S/S Filters 4 Non Return Valves, 2 x APV Routing Valves	£10	
MILK RECEPTION BAY			
236	3 x S/S Flow Plates.	£25	
237	S/S Single Station Knee Operated Sink.	£10	
238	3 x S/S Wall Mounted Utensils Rack.	£20	
239	2 x Diversy Chemical Pumps.	£10	
240	Spare Lot.		
241	Spare Lot.		
242	15 x Passilac Assorted Routing Valves.	£20	
243	6 x 3" Butterfly Valves.	£10	
244	APV 2-3-9 Puma Pump D5576MT.	£10	
245	APV 2-3-9 Puma Pump D5181MT.	£10	
246	Passilac ZMK2 Centrifugal Pump.	£10	
247	7 Actuated Butterfly Valves.	£10	
248	9 Passilac Routing Valves.	£10	
249	Quantity 2" and 3" S/S Pipe in good lengths.	£50	
250	3 x 10 Port S/S Flow Plates.	£25	
251	5 x Wire Mesh Personal Cage Lockers.	£10	

DAIRY CREST (NOTTINGHAM)

AUCTION SALE 11th JUNE 2009

LOT NO	DESCRIPTION	LIFT OUT	NOTES
252	APV S/S Vertical Cylindrical 68,000 litre Silo 3.75m diameter x 8m overall, Agitated Insulated and Clad.	£800	
253	APV S/S Vertical Cylindrical 68,000 litre Silo 3.75m diameter x 8m overall, Agitated Insulated and Clad.	£800	
254	APV S/S Vertical Cylindrical 68,000 litre Silo 3.75m diameter x 8m overall, Agitated Insulated and Clad.	£800	
255	APV S/S Vertical Cylindrical 68,000 litre Silo 3.75m diameter x 8m overall, Agitated Insulated and Clad.	£800	
256	APV S/S Vertical Cylindrical 68,000 litre Silo 3.75m diameter x 8m overall, Agitated Insulated and Clad.	£800	
257	Spare Lot.		
258	Spare Lot.		
259	Spare Lot.		
JUICE ROOM			
260	S/S Single Station Knee Operated Sink.	£10	
261	15 Assorted Butterfly Valves.	£10	
262	11 x 2½" Butterfly Valves.	£10	
263	S.S Twin Lidded Tank with Float.	£50	
264	S/S Vertical Cylindrical Tank.	£50	
265	S/S Rectangular Tank.	£50	
266	APV 2-2½-9 Puma Pump D634MT.	£10	
267	Endress & Hauser Promag 33F Flow Meter.	£10	
268	Inline Flow Meter.	£10	
269	Fristam FKF 40 S/S Positive Pump.	£10	
270	APV 1½-2" Puma Pump A4528.	£10	
271	APV 1½-2" Puma Pump. No serial number.	£10	
272	S/S 2,000gal. Horizontal Agitated Juice Tank.	£500	
273	S/S 2,000gal. Horizontal Agitated Juice Tank.	£500	
274	S/S & Checker Plate Gantry.		
275	S/S Vertical Cylindrical Conical Bottom Jacketed and Agitated Tank 2m x 1.90m diameter, 3m overhall height. Circa 4000 Litres.	£600	
276	S/S Vertical Cylindrical Conical Bottom Jacketed and Agitated Tank 2m x 1.90m diameter, 3m overhall height. Circa 4000 Litres.	£600	
277	Gea Alhborn Type 161 Juice Pasteuriser with Plate Heat Exchanger, Holding Tube, Balance Tank, Positive Pump, Centrifugal Pump.	£1,250	
278	APV 1½" Puma Pump A4357.	£10	
279	Matrix of Approx. 9 Type SW 41 Valves and 7 x Butterfly Valves.	£25	
280	Inoxpa SLR3-80 3" Positive Pump.	£10	
281	Spare Lot.		
282	Spare Lot.		
POLY BOTTLE FILLING AREA			
283	S/S Knee Operated Single Station Sink.	£10	
284	S/S Manual Polybottle Debagging Table.	£50	
285	Approx. 15m S/S & Plastic Slat Polybottle Conveyor.	£150	
286	Fogg FG185 15/5 Rotary Polybottle Filler Serial No. D18RF5011-83-593.	£850	
287		£200	
	1997 Graham Captain Model CATS105-90 Twin Head Wraparound Labeller Serial No. 1540.		
288	Approx. 7m S/S & Plastic Slat Polybottle Conveyor.	£80	
289	IPC 1m diameter Rotary Pack Off Table with Neoprene Top.	£50	
290	1.2m diameter All S/S Rotary Pack off Table.	£50	
291	Elopak S/S Model 801624D Shrinkwrapper Serial No. 4423.	£200	
292	Set 1litre Square Change Parts for Fogg Filler.	£10	
293	Set 2 litre Oblong Change Parts for Fogg Filler.	£10	
294	Set 2 Pint Oblong Change Parts for Fogg Filler.	£10	
295	Set 4 Pint Oblong Change Parts for Fogg Filler.	£10	

DAIRY CREST (NOTTINGHAM)

AUCTION SALE 11th JUNE 2009

LOT NO	DESCRIPTION	LIFT OUT	NOTES
295A	S/S Rectangular Preparation Table 1.95m x .95m.	£10	
296	S/S Electric Insect Killer.	£5	
297	S/S & Checker Plate Set of 4 Steps.	£10	
298	Reelcraft Auto Hose Reel.	£10	
299	S/S Wall Mounted Cupboard.	£10	
300	Tetra Pak St Steel Automatic Shrinkwrapper and Tunnel	£200	
CREAM FILLER ROOM			
301	S/S Manual Polybottle Debagging Table.	£50	
302	Approx. 12m S/S & Plastic Slat Polybottle Conveyor.	£150	
303	Federal 18/5 Rotary Polybottle Filler Conformed for 2 litre Oblong Bottles. Serial 185-2GWSS47185R1191.	£850	
304	Approx. 8m S/S Outfeed Conveyor.	£100	
305	2006 Enercon Superseal Induction Heat Sealer Model LM5022-63.	£50	
306	Approx. 4m S/S & Plastic Roller Conveyor.	£20	
307	S/S Electric Insect Killer.	£5	
308	6m Twin Level Pallet Roller Conveyor.	£250	
309	Inoxpa SLR1-40 1" Rotary Lobe Pump.	£10	
310	S/S Wall Mounted Cupboard.	£10	
311	Retractable Hose Reel with Hose & Gun.	£10	
312	Sypsal S/S Single Station Knee Operated Sink.	£10	
313	S/S Change Parts Rack.	£25	
FRONT YARD			
314	1998 APV S/S Vertical Cylindrical 23,000 litre Jacketed & Agitated Cream Tank.	£500	
315	APV Type CL3/107/10 Positive Pump.	£10	
316	APV ZMS-5 Centrifugal Pump.	£10	
317	Endress & Hauser Promag F Flow Meter.	£10	
318	ARO Double Diaphragm Pump.	£10	
319	IR ARO Double Diaphragm Pump.	£10	
320	Sealey 50 litre Air Compressor.	£10	
321	S/S Gantry Steps & Flow Plate.	£75	
322	Quantity APV Actuated Butterfly Valves.	£50	
323	S/S Emergency Shower.	£10	
PROCESS HALL			
324	S/S Vertical Cylindrical CIP Tank 2.2m x 1.30m diameter overall 2.8m.	£150	
325	S/S Vertical Cylindrical CIP Tank 2.2m x 1.30m diameter overall 2.8m.	£150	
326	S/S Rectangular CIP Tank 1.25m x 1.25m x 1.25m.	£100	
327	Matrix of 47 APV Passilac Routing Valves.	£200	
328	Small S/S Rectangular Wash Tank.	£25	
329	APV 2,000 gal. Horizontal Cylindrical Agitated and Insulated Tank.	£500	
330	APV 2,000 gal. Horizontal Cylindrical Agitated and Insulated Tank.	£500	
331	APV 2,000 gal. Horizontal Cylindrical Agitated and Insulated Tank.	£500	
332	APV 2,000 gal. Horizontal Cylindrical Agitated and Insulated Tank.	£500	
333	APV 2,000 gal. Horizontal Cylindrical Agitated and Insulated Tank.	£500	
334	APV 2,000 gal. Horizontal Cylindrical Agitated and Insulated Tank.	£500	
335	APV 2,000 gal. Horizontal Cylindrical Agitated and Insulated Tank.	£500	
336	APV 2-3-9 Puma Pump D17905MT.	£10	
337	APV 2-3-9 Puma Pump D6518MT.	£10	
338	Alfa Laval MR200 3" Centrifugal Pump.	£10	
339	5 Actuated Butterfly Valves.	£10	
340	6 x APV 3" Zeyphr Valves.	£10	
341	5 x APV 3" Zeyphy Valves.	£10	
342	Quantity good length 3" S/S Pipe.	£100	
343	4 Assorted Butterfly Valves, 2 Inline Fillers and 2 Non Return Valves.	£10	
344	12 x 2½" and 3" Routing Valves.	£20	
345	S/S Wash Trough.	£10	

DAIRY CREST (NOTTINGHAM)

AUCTION SALE 11th JUNE 2009

LOT NO	DESCRIPTION	LIFT OUT	NOTES
346	Quantity S/S Scrap.	£100	
347	Emergency Shower.	£10	
348	10 x 3" Routing Valves.	£20	
349	11 x 3" Routing Valves.	£20	
350	Quantity S/S Pipe.	£100	
351	Electric Insect Killer.	£5	
352	17,500 litre S/S Vertical Cylindrical Insulated & Agitated Tank 4.8m x 2.55m diameter.	£650	
353	17,500 litre S/S Vertical Cylindrical Insulated & Agitated 4.8m x 2.55m diameter.	£650	
354	32,000 litres/hour Milk Pasteuriser comprising APV R50 Plate Heat Exchanger, Holding Tube, Balance Tank, C Type Hot Water Set, 3 Pumps, Steam Train, Associated Pipework, Valves, Flow Meters and Control Panel.	£1,750	
355	Manton Gaulin K24-3PS 2 Stage Homogeniser.	£500	
356	Manton Gaulin K24-3PS 2 Stage Homogeniser.	£500	
357	5,000 litres/hour Cream Pasteuriser comprising SR20 Plate Heat Exchanger, Centrifugal and Positive Pumps, Balance Tank, Holding Tube, Hot Water Set, Flow Meters, Pipework, Valves and Controls.	£1,250	
358	S/S & Weldmesh 3 Step Crossover Gantry.	£20	
359	S/S Knee Operated Single Station Sink.	£10	
360	S/S Electric Fly Killer.	£5	
361	S/S Auto Hose Reel & Hose.	£10	
CONTROL ROOM			
362	Double Door S/S Cupboard.	£10	
FOR SALE BY PRIVATE TENDER - LOCATED AT DAIRY CREST, FENSTANTON			
363	1997 Alfa Laval BBRPX618HGV-34C Bactofuge Serial Number 4091530.	TBA	

MOODY AUCTIONS LIMITED

Terms and Conditions for the Purchase of Equipment through Auction, Tender or Private Treaty

The Buyer's attention is specifically drawn to clauses 6, 8, 13, 15, and 16

1. GENERAL

The following terms and conditions apply to Buyers offering to purchase Equipment through auction, tender or private treaty and apply to any contract of which these Terms form part to the exclusion of any conditions of order or purchase of the Seller or any other standards, specifications, conditions or particulars of or adopted by the Seller, unless expressly accepted in writing by Moody as part of the contract.

2. INTERPRETATION

2.1 In these Terms, unless the context requires otherwise:

"Affiliated Company" means any company which for the time being is a parent or subsidiary undertaking as defined in the Companies Act 1985 or is a subsidiary of such parent undertaking;

"Auctioneer" means the person duly authorised by Moody to conduct the sale by auction, tender or private treaty;

"Buyer" means the company, firm, body or person which buys the Equipment;

"Buyer's Premium" means the commission due to Moody from the Buyer at the Stated Rate on the Hammer Price together with any Value Added Tax thereon;

"Catalogue" includes any website (www.moodyauctions.com, www.moodybid.com), advertisement, brochure, estimate, price list and other publication;

"Equipment" means the plant and equipment owned by the Seller to be sold at auction or by tender or private treaty by Moody on behalf of the Seller;

"Highest Offer" means the offer from a Buyer which Moody deems to be the best offer and is accepted by Moody on behalf of the Seller;

"Item" means plant and equipment listed for sale;

"Hammer Price" means the price at which an Item is Knocked Down during the auction, or in the case of a sale by tender the price submitted by the Buyer and accepted by the Auctioneer, or in the case of a sale by private treaty the price agreed between Moody and the Buyer;

"Knocked Down" means acceptance by Moody of the best offer which shall be the point at which the Buyer with the best offer enters into a contract with the Seller;

"Legislation" means all statutory acts and regulations including but not limited to the Health and Safety at Work etc Act 1984; The Provision and User of Work Equipment Regulations 1998; Lifting Operations & Lifting Equipment Regulations 1998 (LOLER); Management of Health and Safety at Work Regulations 1999 (Management Regs); Supply of Machinery (Safety) Regulations 1992 (as amended 1994) (SMSR); Electrical Equipment (Safety) Regulations 1994; Electromagnetic Compatibility Regulations 1992; Simple Pressure Vessels (Safety) Regulations 1991 and Gas Appliances (Safety) Regulations 1995;

"Lift-Out Service" means the service provided by Moody to remove items from the Seller's premises to enable the Buyer to collect those items;

"Minimum Reserve Price" means the price agreed between Moody and the Seller as being the reserve price for the Equipment;

"Moody" means Moody Auctions Limited, company number 4055963, whose registered office and contact address is situated at West Carr Road Industrial Estate, Retford, Nottinghamshire, DN22 7SN;

"Seller" means the company, firm, body or person offering the Equipment for sale by auction, tender or private treaty through Moody;

"Stated Rates" means any charges associated with the sale as stated in the Catalogue or as indicated by the Auctioneer or (in the case of a private treaty) as agreed between Moody and the Buyer including but not limited to the Buyer's Premium, rates of commission, expenses and costs relevant to the sale plus Value Added Tax thereon as incurred by Moody;

"Total Amount Due" means the amount due from the Buyer being the Hammer Price in respect of the Item sold together with any Buyer's Premium, Lift Out Service Charge (if applicable), Value Added Tax chargeable and additional charges, interest and expenses due from a defaulting Buyer under any term contained in these Terms in pounds sterling.

2.2 Reference to a clause, paragraph or schedule is to a clause, paragraph or schedule of or to these Terms, unless the context requires otherwise.

2.3 Reference to any gender includes the other genders and words denoting the singular include the plural and vice versa unless the context requires otherwise. Reference to a "person" includes any individual, firm, unincorporated association or body corporate.

2.4 Reference to a statutory provision includes a reference to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it.

2.5 The headings in these Terms are for ease of reference only and shall not affect its construction or interpretation.

3. THE BUYER

The person, firm, body or company whose offer is accepted by Moody shall be the Buyer and any dispute as to any bid shall be settled at Moody's absolute discretion. The Auctioneer may immediately determine the dispute or put up the Item again at the last undisputed bid or withdraw the item.

4. OFFERS AND RESERVES

4.1 The Auctioneer shall have the right to refuse any offer.

4.2 Offers will only be accepted in pounds sterling.

4.3 Moody reserves the right to fix a Minimum Reserved Price for any Item.

4.4 Moody may without giving any reason refuse to accept an offer from any person, firm, body or company.

5. BUYER'S PREMIUM

5.1 The Buyer shall pay to Moody the Buyer's Premium.

6. SAFETY OF PLANT, MACHINERY AND VEHICLES

6.1 It is expressly brought to the Buyer's attention that under current Legislation affecting the safe use of plant, machinery and vehicles (as defined under applicable acts and regulations), Moody and the Auctioneer cannot guarantee that all Equipment sold necessarily complies with the relevant Legislation. Accordingly, the Buyer undertakes not to use any Equipment purchased until satisfied that it complies with the relevant Legislation relating to such Equipment and shall indemnify Moody and the Auctioneer against any failure to observe this undertaking;

6.2 In the case of the sale of vehicles, no vehicle is warranted or held out to be road worthy and no lot is warranted or held out to be merchantable or safe for use or complying with statutory requirements under any Legislation for use, display or movement. Moody or the Auctioneer has no authority to make any warranties and/or representations in connection with the vehicles;

6.3 All Equipment sold is sold as used and is not supplied as new unless the catalogue description clearly states the contrary.

7. COLLECTION, DELIVERY, LIFT-OUT SERVICES AND INSURANCE

7.1 Moody may at their absolute discretion impose a charge for Lift-Out Services for the removal of Items as they see fit. The Lift-Out Services Charge will be clearly displayed against the Item in the Catalogue and once the Item has been Knocked Down will be charged on the Buyer's account. This Lift-Out Service does not include the collection or transportation of Items purchased. The Buyer shall pay Moody the Lift-Out Service Charge prior to title in the Items passing to the Buyer in accordance with these Terms.

7.2 The Buyer shall insure items against damage from the time the items are knocked down.

7.3 In circumstances where Moody proceeds with Lift-Out Services Moody accepts limited liability for damage caused to Items during the Lift-Out Service.

7.4 Subject to the Lift-Out Services, the Buyer shall at his own expense take away the Item purchased.

7.5 In default of 6.4 above the Buyer shall be responsible for any removal and storage costs.

8. PAYMENT BY THE BUYER

8.1 Payment for the Total Amount Due is due to Moody as soon as the Item is Knocked Down and must be made in full within 24 hours. The preferred method of payment is by electronic transfer but payment can also be made by bankers draft, cheque, debit or credit cards (subject to a 3% administration charge). Payments shall be received in pounds sterling and will incorporate VAT at the appropriate rate, and all other applicable taxes, delivery charges and insurance where applicable.

8.2 The Buyer shall if required pay to Moody the notified percentage of the Hammer Price as a deposit on part payment.

8.3 Moody may charge interest on any outstanding payment due at the higher of 4% above the Bank of England base rate or the statutory rate for late payments.

8.4 Moody may, at its absolute discretion, agree to provide credit terms to a Buyer under which the Buyer will be entitled to take possession of items purchased up to any agreed amount in value with payment of the Total Amount Due on a determined future date.

8.5 Any payments by a Buyer to Moody may be applied by Moody towards any sums owing from that Buyer to Moody on any account whatever without regard to any directions of the Buyer, whether express or implied as to how that payment should be applied.

9. OWNERSHIP OF PURCHASE

9.1 The ownership of the Items purchased shall not pass to the Buyer until he has made payment in full (including any interest due) to Moody of the Total Amount Due.

10. WITHDRAWAL OF ITEMS

10.1 Moody may withdraw any item from sale at its own discretion.

11. BUYER'S RESPONSIBILITIES

11.1 All Items shall be at the Buyer's risk once Knocked Down and subject to clause 7 and 13 neither Moody nor its servants or agents shall be responsible for any loss or damage incurred of any kind, whether caused by negligence or otherwise, while under the custody or control of Moody or the Seller.

11.2 Subject to clause 7 the Buyer is responsible for insuring items purchased from the time of the Item being Knocked Down.

11.3 The Buyer is advised to organise insurance to minimise exposure to the risk in 11.1 and 11.2.

12. NON-PAYMENT OR FAILURE TO COLLECT PURCHASES

12.1 If any Item is not paid for in full and taken away in accordance with these Terms, or if there is any other breach by the Buyer of its obligations, Moody as agent for the Seller shall, at its absolute discretion and without prejudice to any other rights it or the Seller may have, be entitled to exercise one or more of the following rights and remedies;

12.2 To proceed against the Buyer for damages for breach of contract which shall include but not be limited to all costs (legal or otherwise), transportation, removal, storage and insurance costs associated with the breach incurred by the Buyer;

12.3 To rescind the sale of that or any other Item sold to the defaulting Buyer;

12.4 To re-sell the Item or cause it to be re-sold and the defaulting Buyer shall pay to Moody any resulting deficiency in the Total Amount Due (after deduction of any part payment and addition of re-sale costs and Moody commission and Buyer's Premium at stated rates) and any surplus shall belong to the Seller;

12.5 To remove, store, and insure the Item(s) at the expense of the defaulting Buyer and in the case of storage, either at the premises of Moody, the Seller or elsewhere;

12.6 To charge interest at a rate not exceeding the higher of 4% above the Bank of England base rate or any statutory rate of interest for late payments on the Total Amount Due to the extent that it remains unpaid;

12.7 To retain that or any other Item(s) of the same Buyer and release any such Item(s) only after payment of the Total Amount Due (including any interest);

12.8 To reject or ignore any future offers made by or on behalf of the defaulting Buyer or to obtain a deposit before accepting any offers in the future;

12.9 To apply any proceeds then due or at any time thereafter becoming due to the defaulting Buyer to the settlement of the Total Amount Due to exercise a lien on any property of the defaulting Buyer which is in the possession of Moody for any purpose and to sell that property;

12.10 To seize any Items or parts thereof which have been removed from Moody, the Seller or any other location;

12.11 Any money deposited in part payment shall be forfeited to the owner of the Item, and may be used to pay out all proper expenses, and the Item may be resold by any appropriate means and the deficiency (if any) arising upon the resale together with the expenses (plus any VAT chargeable thereon) of it shall be due as a debt from the buyer in default upon the first sale.

13. LIABILITY OF MOODY AND SELLERS

13.1 All Items are sold as seen with all faults and imperfections and errors of description. Illustrations and descriptions in Catalogues are for identification only. Any references therein to any faults or imperfections are not purported to be exhaustive. Buyers should satisfy themselves prior to sale as to the condition of each Item and should exercise and rely on their own judgement as to whether the Item accords with its description. Neither the Seller, Moody, its servants or agents are responsible for errors of descriptions or for the genuineness or authenticity of any Item(s) or for any misstatements affecting the Item and no guarantees or warranties whatever is given by Moody, its servants of agents, or any Seller to any Buyer in respect of any Item and any express or implied conditions or warranties are hereby excluded to the fullest extent permitted by law.

13.2 Neither Moody nor the Seller nor the Auctioneer make any representations or warranties, implied or express, as to whether any Item is subject to copyrights, nor whether the Buyer acquires any copyrights including but not limited to reproduction rights, in any Item sold.

13.3 Moody does not exclude liabilities for death or personal injury due to its negligence nor for fraudulent misrepresentations.

13.4 Moody's entire liability to the Buyer shall be as follows:

13.4.1 Financial Limits. Subject to Clause 13.1 and 13.4.2, the liability of Moody for breach of these Terms shall be limited as stated below:

(a) for any breach resulting in direct loss of or damage to tangible property (excluding data and software) of the Buyer, or any series of connected breaches resulting in or contributing to the loss of or damage to the tangible property of the Buyer, shall not exceed £10m;

(b) the aggregate liability of Moody for any breach, in respect of the Lift Out Service and services provided under these Terms, and for all other breaches arising under these Terms other than those governed by Clause 13.4.2(a) above, shall not exceed 100% of the charges paid under these Terms.

13.4.2 Moody shall not be liable to the Buyer for:

(a) loss of profits, or of business, or of revenue, or of goodwill or of anticipated savings; and/or

(b) indirect, punitive or consequential loss or damage.

13.5 The Seller's entire liability to the Buyer shall be as follows:

13.5.1 The Seller does not exclude or limit liability to the Buyer for death or personal injury caused by the Seller's negligence; and

13.5.2 Any claim against the Seller shall be limited to the Total Amount Due by the Buyer.

Moody acts as agent for the Seller (except where it is stated wholly or partly to own any Item as principal) and as such is not responsible for any default by Seller or Buyer.

15. REPRESENTATIONS AND CATALOGUE DESCRIPTIONS

15.1 Any representation or statement by Moody in any Catalogue as to authorship, attribution, genuineness, origin, date, age, provenance, condition, Minimum Reserve Price or estimated selling price is a statement of opinion only. Every person interested should exercise and rely on his own judgement as to such matters and neither Moody nor its servants or agents are responsible for the correctness or validity of such opinions.

15.2 Buyers shall be deemed to have accepted that warranties or guarantees appearing in the catalogue have been specifically authorised by the Seller, and Moody and the Auctioneer disclaim all liability arising there from in accordance with clause 13 and to the maximum extent permitted by law.

16. HEALTH AND SAFETY AT WORK ACT 1974

16.1 It is expressly brought to the Buyer's attention that at the time of sale any items of Equipment contained in the lot may not necessarily comply with the Health and Safety at Work Act 1974 or any other Legislation governing the use of that Equipment in a working environment.

16.2 A Buyer of any such Equipment is hereunder required to ensure that the use of the same at a place of work within the United Kingdom does not contravene such relevant Legislation applicable thereto;

16.3 Certain types of Equipment or main service installations could contain blue and white asbestos, dangerous chemicals etc, which if not handled correctly during their removal from the site could be in breach of the Health and Safety at Work Act 1974, or any other current Legislation covering the use of such substances in a working environment;

16.4 All buyers must comply with all current Legislation, including the Water Industry Act 1991 in relation to the removal/disposal of waste/trade effluent including hazardous waste and may be required to satisfy Moody in relation to their disposal/removal procedures. Where waste materials are removed all work must be undertaken by an approved and licensed contractor;

16.5 The Buyer undertakes to comply with section 6(8) of the Health and Safety at Work Act 1974 by completing and executing the registration form prior to the auction;

16.6 By providing the undertaking the Buyer hereby relieves the Seller, auctioneers or Moody of their duties under the Legislation and indemnifies them against any cost, damage, legal or other expenses in respect of any claim arising out of such Legislation.

17. RESCISSION BY SELLER

In the event of the Seller after the sale not being able to give a good and sufficient title to or delivery of any Item or part thereof before its removal, or if in the Seller's opinion the removal of any Item will endanger or permanently damage any building or other property, the Seller may by written notice to the Buyer of such Item, deliver to him or his agent or send by post to his place of abode or business last known to Moody, the Seller's rescission of sale of such Item and repay the Buyer any deposit or purchase money paid in respect thereof. Subject to clause 13, Moody excludes all liability to the Buyer in such circumstances.

18. CONFIDENTIALITY

18.1 Each of the parties to these Terms undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other which it has obtained or received as a result of discussions leading up to the entering into of these Terms or which it has obtained during the course of these Terms except any information which is:

18.1.1 trivial or obvious;

18.1.2 already in its possession other than as a result of a breach of this clause 18; or

18.1.3 in the public domain other than as a result of a breach of this clause 18.

18.2 Each of the parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of this clause 18 by its employees, agents and subcontractors.

19. DURATION AND TERMINATION

19.1 Either party may terminate these Terms immediately by notice to the other party if any of the following events occurs:

19.1.1 that the other party has committed a breach of these Terms which, in the case of a breach capable of remedy, has not been remedied within 30 days of the receipt by the other of such notice specifying the breach and requiring its remedy;

19.1.2 an order is made or a resolution is passed for the winding-up of the other party except in the case of a voluntary winding-up for the purposes of a scheme of reconstruction or amalgamation, the terms of which shall previously have been approved in writing by the other party;

19.1.3 an administrative order is made or a petition for such an order is presented in respect of the other party;

19.1.4 a receiver (which expression shall include an administrative receiver) is appointed in respect of the other party or any of the other party's assets;

19.1.5 the other party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

19.1.6 any voluntary arrangement is proposed under section 1 of the Insolvency Act 1986 in respect of the other party;

19.1.7 the other party ceases, or threatens to cease, to carry on business; and

19.1.8 any event analogous to those described in this clause occurs in relation to the other party in any jurisdiction in which that other party is incorporated or resident or carries on business.

19.2 On termination of these Terms for any reason and, subject as otherwise provided in these Terms to any rights or obligations which have accrued before termination, neither party shall have any further obligation to the other under these Terms.

20. FORCE MAJEURE

20.1 Subject to clause 20.2, neither party shall be liable to the other or be deemed to be in breach of these Terms by reason of any delay in performing, or failure to perform, any of its obligations under these Terms if the delay or failure was beyond that party's reasonable control (including, without limitation, any strike, lockout or other industrial action, act of God, war or threat of war, accidental or malicious damage, or prohibition or restriction by governments or other legal authority).

20.2 The Seller shall not be relieved under clause 18.1 in circumstances where the Seller is in breach of clause 13.

20.3 A party claiming to be unable to perform its obligations under these Terms (either on time or at all) in any of the circumstances set out in clause 20.1 must immediately notify the other party of the nature and extent of the circumstances in question.

20.4 This clause 20 shall cease to apply when such circumstances have ceased to have effect on the performance of these Terms.

21. ENTIRE AGREEMENT

21.1 These Terms constitute the entire agreement between the parties in connection with its subject matter.

21.2 No party has relied on any representation or promise except as expressly set out in these Terms.

22. WAIVER OF RIGHTS BASED ON MISREPRESENTATION

22.1 Each party unconditionally waives any rights it may have to claim damages against the other on the basis of any statement made by the other (whether made carelessly or not) not set out or referred to in these Terms (or for breach of any warranty given by the other not so set out or referred to) unless such statement or warranty was made or given fraudulently.

22.2 Each party unconditionally waives any rights it may have to seek to rescind these Terms on the basis of any statement made by the other (whether made carelessly or not) whether or not such statement is set out or referred to in these Terms unless such statement was made fraudulently.

23. ASSIGNMENT

The Buyer shall not, without the prior written consent of Moody, assign, transfer, charge or deal in any other similar manner with these Terms or its rights or any part of them under these Terms, or purport to do any of the same, nor subcontract any or all of its obligations under these Terms.

24. NO PARTNERSHIP

Nothing in these Terms shall create, or be deemed to create, a partnership between the parties.

25. INVALIDITY

The invalidity, illegality or unenforceability of any provision of these Terms shall not affect the other provisions.

26. AMENDMENT AND WAIVER

26.1 No variation of these Terms shall be effective unless it is made in writing, refers specifically to these Terms and is signed by the parties.

26.2 No waiver of any term, provision or condition of these Terms shall be effective except to the extent made in writing and signed by the waiving party.

26.3 No omission or delay on the part of any party in exercising any right, power or privilege under these Terms shall operate as a waiver by it or of any right to exercise it in future or of any other of its rights under these Terms.

27. THIRD PARTY RIGHTS

A person who is not party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms. This clause does not affect any right or remedy of a Moody Affiliated Company to pursue its rights under these Terms against the Seller or the Seller's agents, representatives, affiliates, employees or any person which exists or is available otherwise than pursuant to that Act.

28. LAW AND JURISDICTION

28.1 These Terms shall be governed by and construed in all respects in accordance with English law.

28.2 The parties submit to the exclusive jurisdiction of the English courts and agree that in respect of proceedings in England or in any other jurisdiction, process may be served on either of them in the manner specified for notices in clause 29.

28.3 The rights set out in this clause 28 are in addition to any other manner of service permitted by law.

29. NOTICES

29.1 Any notice or other communication to be given under these Terms must be in writing and may be delivered or sent by prepaid first class letter post or facsimile transmission to the party to be served at that party's last-known address.

29.2 Any notice or document shall be deemed served: if delivered, at the time of delivery; if posted, 48 hours after posting; and if sent by facsimile transmission, at the time of transmission.

30. SURVIVORSHIP

These Terms shall, as to any of its provisions remaining to be performed in whole or in part or capable of having effect following termination, remain in full force and effect despite termination.



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MOODY | Auctions

ZERO RATED EXPORT BUYER'S REGISTRATION FORM

Please complete this form and hand it in with your proof of identity in order to obtain a bidder's number.

Name: <small>(This must be the name of the person that will be bidding)</small>
Company Name:
Street:
District:
Town/City:
County:
Postcode:
Country:
Telephone Number:
Facsimile Number:
Email Address:
EU Only - VAT Registration No: <small>(for export purchasers only - proof of VAT number is required, eg, copy invoice, VAT certificate, etc)</small>
Export Address (if different from the above):
<p>I/We the undersigned agree to abide by the Terms and Conditions for the Purchase of Equipment through Auction, Tender or Private Treaty as set out in the sale catalogue and understand the specific rules in relation to the export of goods purchased from this sale and agree to be bound by them.</p> <p>I/We are 'Trade Buyers' and hereby certify that any assets purchased by me/us are being exported and that the original shipping documents will be provided to Moody Auctions Ltd in order to reclaim the VAT deposit payable.</p> <p>I/We understand that the VAT on the Buyer's Premium is non-refundable.</p>
Name (Print in Block Capitals):
Signature:
Date:



MOODY | Auctions

Bidder No:

REGISTRATION FORM

BUYER'S SHOULD COMPLETE THIS FORM PRIOR TO ATTENDING THE AUCTION AND EXCHANGE IT FOR A BIDDER'S NUMBER. PROOF OF IDENTIFICATION WILL BE REQUIRED PRIOR TO A BIDDER'S NUMBER BEING ISSUED.

Contact Name:
Company Name:
Street:
District:
Town/City:
County:
Postcode:
Country:
Telephone Number:
Facsimile Number:
Email Address:
VAT Registration No: <small>(for export purchasers only - proof of VAT number is required, eg, copy invoice, VAT certificate, etc)</small>
<p>1 I fully understand and agree to the Terms and Conditions for the Purchase of Equipment through Auction, Tender and Private Treaty as displayed/printed in the Sale Catalogue and/or as announced by the Auctioneers. I acknowledge that my attention has been drawn to clauses 6, 8, 13, 15 & 16.</p> <p>2 Section 6 Health & Safety at Work, etc, Act 1974 (as amended)</p> <p>I confirm that the Vendor has drawn my attention to the above legislation and I hereby agree to take steps to ensure that so far as is reasonably practicable, the articles purchased are designed and constructed to be safe and without risks to health at all times when being set, used, cleaned or maintained by persons at work. I will carry out all relevant and necessary testing and examination to meet this duty. I agree to relieve the Vendors/Agents/Auctioneers of their duties under the above legislation and to indemnify the Vendors/Agents/Auctioneers against any cost, damage, legal or other expenses in respect of any claim arising out of such legislation. If the Vendors consider it appropriate, I agree to sign a similar undertaking to this one but with reference to specific lots.</p> <p>3 Purchasers must ensure that all vehicles comply with all statutory and legal requirements prior to using such vehicles on the Public Highway and Roads. Such vehicles must be insured and all statutory documentation and certification must be in place. I will arrange for all relevant and necessary testing and examination and certification to meet this duty.</p> <p>4 I agree and ensure that all portable appliances are checked for safety and that a valid/current P.A.T. will be carried out prior to use.</p>
Name (Print in Block Capitals):
Signature:
Date:
PLEASE NOTE THAT EXPORT PURCHASERS MUST COMPLETE A SEPARATE REGISTRATION FORM
ID Verification
Type of ID: Checked by: