



## For Sale by Auction/Tender

On behalf of Heineken UK, sale by Auction/Tender  
of the former Federation Brewery at  
Gateshead, Tyne & Wear, England

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Federation Brewery, Lancaster Road, Gateshead, Newcastle,  
Tyne & Wear, NE11 9JR, England

Sale Day: Wednesday 14th July 2010  
commencing at 12:00 noon PROMPT

Viewing: Tuesday 13th July 2010 from 9:00am - 5:00pm  
and on the morning of the sale



## 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.

### 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. In the case of Tender Lots, the buyer may make arrangements to remove themselves, subject to submission and approval of Health & Safety procedures, insurance and other relevant documentation.
- D. Site to be cleared by Thursday 30<sup>th</sup> September 2010; no weekend or Bank Holiday working will be permitted.
- E. No collections will be made without the prior approval and arrangement with the Moody Site Manager, Dom Willows (07730 897 098).



## 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 4  
Account No: 40382566  
Sort Code: 20-26-55

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

# HEINEKEN UK, GATESHEAD (FEDERATION BREWERY)

## Catalogue for Sale by Auction/Tender

LOT NO	DESCRIPTION	LIFT OUT	NOTES
<b>ENERGY CENTRE</b>			
<b>BOILERHOUSE, WORKSHOP &amp; CHIMNEY YARD</b>			
1	S/S Bench 2.14m x .6m.	£30	
2	Record N50 110v Pipe Threader and Vice with 110v Transformer.	£10	
3	Hughes Emergency Shower and Eye Wash Station.	£30	
4	Archrite Water Softener with 2 Mild Steel Tanks.	£100	
5	Anema 30cu.m/hr. APE Centrifugal Pump.	£30	
6	Anema 30cu.m/hr. APE Centrifugal Pump.	£30	
7	AC Hydraulics 550kg. Mobile Floor Crane.	£20	
8	Grundfos CR 32 Water Pump with another (no motor).	£30	
9	Shell & Tube Oil Heater.	£50	
10	750ltr. Plastic Chemicals Tank on Stand.	£30	
11	3 x 450ltr. Bunded Chemical Storage Tank.	£125	
12	2 x 450ltr. Bunded Chemical Storage Tank.	£100	
13	1 x 1000ltr. Bunded Chemical Storage Tank.	£100	
14	Water Softening Plant with Structural 1,840ltr. Vessel, 2 x Plastic Salt Vessels with Controls, Valves, Pipewok and Pumps.	£800	
15	Rectangular Hot Well on Mild Steel Gantry 3m x 4m 3.3m approx.	£800	
16	AR Bowes Emergency Shower and Eye Wash Station.	£30	
17	1977 Maxecon 11,000kg/hr. Dual Fuel Boiler with Saacke CD80 Burner.	£3,500	
18	1977 Maxecon 11,000kg/hr. Dual Fuel Boiler with Saacke CD80 Burner.	£3,500	
19	Maxecon 11,000kg/hr. Dual Fuel Boiler with Saacke Twin CD40 Burners.	£3,500	
20	Spare Lot		
21	Spare Lot		
22	Spare Lot		
<b>COMPRESSOR HOUSE</b>			
23	2 x Worthington Simpson Water Pumps.	£150	
24	3 x Joy Model WNOL Air Compressors.	£500	
25	Hoval Air Receiving Vessel.	£100	
26	Hoval Air Receiving Vessel.	£100	
27	Horizontal Cylindrical Insulated Ethanol Tank with 4 Pumps.	£100	
28	1999 International Ultrafilter Type HRS-MSD 2400 Air Dryer.	£100	
29	Atlas Copco ZR4BE Oil Free Air Compressor.	£250	
30	Atlas Copco ZR4BE Oil Free Air Compressor.	£250	
31	4 x York Refrigeration Compressors R123.	£10,000	
32	Spare Lot		
33	Spare Lot		
<b>ROOF OF ENERGY CENTRE</b>			
34	Donall 250kg Electric Crane Hoist.	£150	
35	Baltimore TVX123 Cooling Tower.	£800	
36	2004 Baltimore S-3865 Cooling Tower.	£1,000	
37	2004 Baltimore S-3865 Cooling Tower.	£1,000	
38	2004 Baltimore S-3865 Cooling Tower.	£1,000	
39	2004 Baltimore S-3865 Cooling Tower.	£1,000	
40	Spare Lot		
41	Spare Lot		
<b>YARD AREA</b>			
42	30' Steel Container Body.	£75	
43	Ravenstock Jack Leg Cabin 20' x 9' x 9'.	£75	
44	Advana Site Hut.	£75	
45	Quantity Gas Detection Equipment.	£50	
46	12t Horizontal CO <sup>2</sup> Storage Tank.	£150	
47	25t Horizontal CO <sup>2</sup> Storage Tank.	£250	
48	20' Steel Container Body c/w Pipe Rack and Contents.	£75	
49	20' Steel Container Body c/w Flame Proof Lighting.	£75	
50	Emergency Shower and Eye Bath Station.	£30	
51	Jack Leg Site Cabin 9' x 12'.	£75	
52	APV 2-3-9 Puma Pump PO651MDT.	£30	
53	Robert Morton Vertical Cylindrical Jacketed Insulated and Agitated Waste Yeast Tank on 4 Mild Steel Legs 2.7m x 1.8m dia. external measurement.	£100	
54	Robert Morton Vertical Cylindrical Jacketed Insulated and Agitated Waste Yeast Tank on 4 Mild Steel Legs 2.7m x 1.8m dia. external measurement.	£100	
53	Spare Lot		
54	Spare Lot		

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LOT NO	DESCRIPTION	LIFT OUT	NOTES
55	Spare Lot		
<b>TENDER LOTS</b>			
<b>KEGGING HALL</b>			
56	Schaefer Empty Keg De-Palletiser.	To Follow	
57	Lambrechts Keg Turner.	To Follow	
58	Tusker Keg Weigh Station.	To Follow	
59	Keg Decanting Station.	To Follow	
60	Lambrechts S/S External Keg Washer.	To Follow	
61	Lambrechts Torqueing Station.	To Follow	
62	GEA Conti Keg 24 Station Rotary Carousel Internal Keg Washer.	To Follow	
63	S/S Keg Reject Station.	To Follow	
64	S/S Keg Reject Station.	To Follow	
65	Keg Decanting Station.	To Follow	
66	Garvens Keg Weigher.	To Follow	
67	GEA Conti Keg 16 Head Keg Filler (4 Heads non functioning).	To Follow	
68	Garvens Keg Weigher.	To Follow	
69	Keg Reject Station.	To Follow	
70	S/S Sterile Buffer Tank.	To Follow	
71	2002 S/S 11,500ltr. Single Skin Buffer Tank.	To Follow	
72	Burnett & Rolfe S/S Single Skin Buffer Tank.	To Follow	
73	2000 S/S 2,850ltr. Single Skin Buffer Tank.	To Follow	
74	GEA Skid Mounted Flash Pasteuriser with Carbonation.	To Follow	
75	Full Keg Turner.	To Follow	
76	KHS Keg Inspection Unit.	To Follow	
77	Keg Reject Station.	To Follow	
78	Keg Decanting Station.	To Follow	
79	Lambrechts Capper.	To Follow	
80	S/S Logopak Labeller.	To Follow	
81	Schaeffer Keg Re-Palletiser.	To Follow	
82	Berchi Pallet Wrapper.	To Follow	
83	Spare Lot		
84	Spare Lot		
85	Spare Lot		
<b>PACKAGE STORE</b>			
86	Quantity Dexion Type Pallet Racking.	£500	
87	Alfa Laval Plate Heat Exchanger (new and unused).	£50	
88	Alfa Laval Plate Heat Exchanger (new and unused).	£50	
89	APV Plate Heat Exchanger (new and unused).	£50	
90	APV Plate Heat Exchanger (new and unused).	£50	
91	APV Plate Heat Exchanger (new and unused).	£50	
92	APV Plate Heat Exchanger (new and unused).	£50	
93	Pallet Assorted Incomplete Inkjet Coders.	£20	
94	Skid Mounted Mobile S/S Tip Tank.	£30	
95	Avery Platform Scales to 50kg or 110lbs.	£10	
96	500kg. Floor Crane.	£10	
97	Foss Gas Detector System.	£20	
98	Spare Lot		
99	Spare Lot		
100	Spare Lot		
<b>GLASS BOTTLING HALL</b>			
101	KHS Innopal Crate De-Palletiser with approx. 30m S/S Outfeed Conveyor.	£2,500	
102	KHS Innoclean Bottle Washer with Infeed Conveyor.	£20,000	
103	Approx. 25m KHS Multi Lane to Single Lane Slat Conveyor.	£350	
104	KHS Innocheck Empty Bottle Inspector.	£450	
105	Approx. 6m KHS S/S Single Lane Conveyor.	£100	
106	2001 KHS Anker 3 Station Self Adhesive Labeller.	£400	
107	Approx. 25m S/S Multi Lane Conveyor.	£350	
108	Skid Mounted S/S Slat Lubrication System.	£100	
109	Henkel Ecolab S417 Hygiene Station.	£50	
110	S/S Vertical Cylindrical CIP Tank on 3 Legs 1.6m x 1.5m dia. Overall height 2.6m.	£100	
111	S/S Vertical Cylindrical CIP Tank on 3 Legs 1.6m x 1.5m dia. Overall height 2.6m.	£100	
112	Alfa Laval ALC 1 Pump.	£30	

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LOT NO	DESCRIPTION	LIFT OUT	NOTES
113	KHS Rola-Tronic Glass Bottle Filler/Capper.	£2,250	
114	KHS Innoket Rotary Twin Station Wet Glue Labeller.	£500	
115	Approx. 20m S/S Multi and Single Lane Conveyor.	£250	
116	Böhrer Crate Washer with Infeed Conveyor.	£1,000	
117	SMI CM450 WT Case Former/Wrapper.	£600	
118	Large quantity Overhead Roller Conveyor.	£2,000	
119	Samovi Ricart Carton Former/Packer.	£250	
120	Star Heat Tunnel.	£250	
121	Spare Lot		
122	Spare Lot		
123	Spare Lot		
124	Spare Lot		
<b>WORKSHOP</b>			
125	Ajax Turret Milling Machine with Acurite 111 Controller.	£50	
126	Ajax Model AJ SD6 Power Hacksaw.	£25	
127	Harrison Twin Disc Floor Mounted Grinder.	£25	
128	Welders Bench with Record No. 26 Vice.	£20	
129	Portable Welders Screen.	£10	
130	Spare Lot		
131	Spare Lot		
<b>STORES</b>			
132	The Remaining Contents of the Engineers Stores.		
<b>DRY GOODS</b>			
133	Avery Berkel 1t Weigh Station with Digital Control.	£75	
134	Avery Berkel 1t Weigh Station with Digital Control.	£75	
135	2 x Redler Horizontal Conveyors.	£1,500	
136	200kg Weigh Scales.	£500	
137	250kg Weigh Scales.	£500	
138	Redler Elevator E1.	£2,500	
139	Redler Elevator E2.	£2,500	
140	Redler Elevator E3.	£2,500	
141	Redler Elevator E4.	£2,500	
142	6 x 60t Grain and 2 x 25t Grain Hoppers.	TBA	
143	12m Redler Conveyor.	£350	
144	12m Redler Conveyor.	£350	
145	12m Redler Conveyor.	£350	
146	Blon S/S 3m 14" Conditioning Screw.	£250	
147	6.5m Redler Inclined Conveyor.	£500	
148	Redler Elevator E5.	£2,500	
149	Redler Elevator E6.	£2,500	
150	Redler 12" Elevator E7.	£2,500	
151	Richard Simon 37.5kg Batch Weigher.	£650	
152	9m Redler Conveyor.	£750	
153	9m Redler Conveyor over Bins 1-6.	£800	
154	7m Redler Conveyor.	£700	
155	Richard Sizer Model PO335SP Stone Separator.	£500	
156	Bühler 25kg Batch Weigher.	£500	
157	7.5m Redler Conveyor.	£750	
158	Richard Sizer Proteus Roller Mill Model PO335P.	£800	
159	DCE Unimaster UMA 150STU Dust Extractor.	£200	
160	Spare Lot		
161	Spare Lot		
162	Spare Lot		
163	Spare Lot		
<b>TOP FLOOR</b>			
<b>SUGAR ROOM</b>			
164	S/S 20t Vertical Cylindrical Single Skin Sugar Storage Tank.	£5,000	
165	S/S 20t Vertical Cylindrical Single Skin Sugar Storage Tank.	£5,000	
166	S/S 20t Vertical Cylindrical Single Skin Sugar Storage Tank.	£5,000	
167	S/S 20t Vertical Cylindrical Single Skin Sugar Storage Tank.	£5,000	
168	S/S 20t Vertical Cylindrical Single Skin Sugar Storage Tank.	£5,000	
169	2" Positive Pump.	£50	

# HEINEKEN UK, GATESHEAD (FEDERATION BREWERY)

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LOT NO	DESCRIPTION	LIFT OUT	NOTES
170	2" Positive Pump.	£50	
171	Alfa Laval 2" Diaphragm Pump.	£50	
172	Spare Lot		
173	Spare Lot		
<b>LIQUOR ROOM</b>			
174	Robert Morton S/S Vertical Cylindrical Single Skin Vessel.	£500	
175	SSP 2" Positive Pump.	£50	
176	Spare Lot		
177	Spare Lot		
<b>STORE</b>			
178	DCE Unimaster UMA 253GS Dust Extractor.	£150	
179	DCE Unimaster UMA 253GS Dust Extractor.	£150	
180	S/S 5HL Mix Tank.	£300	
181	APV S/S Mix Tank.	£300	
182	Hughes Emergency Shower and Eye Wash Station.	£50	
183	Spare Lot		
184	Spare Lot		
185	Spare Lot		
<b>MANIFOLD ROOM 2</b>			
186	APV 2-3-9 Puma Pump D4484M.	£50	
187	14 x 2" Zephyr Valves with 7 x Pressure Reject Valves.	£125	
188	14 x 2" Zephyr Valves with 7 x Pressure Reject Valves.	£125	
189	Spare Lot		
190	Spare Lot		
191	Spare Lot		
<b>FILTROX ROOM</b>			
192	Filtrox CIP Set with 2 Tanks, Shell & Tube Heater, Hilge Pump, Pipework and Valves.	£1,000	
193	Filtrox Yeast Extract Recovery Plant with Yeast Feed Buffer Tank, Filtration Break Tank, 4 x Ceramic Filters, Candle Filter, Pipework and Valves.	£7,000	
194	Forbes Bunded Caustic Tank.	£200	
195	Manual Chain Hoist.	£75	
196	Electric Chain Hoist.	£75	
197	Emergency Shower and Eye Bath Station.	£30	
198	Spare Lot		
199	Spare Lot		
200	Spare Lot		
201	Spare Lot		
<b>CAUSTIC STORE</b>			
202	Hughes Emergency Shower.	£30	
203	APV 2-3-9 Puma Pump.	£50	
204	Alfa Laval 1" Positive Pump.	£50	
205	3 x Ibex 1" Positive Pumps.	£50	
206	Spare Lot	£50	
207	Spare Lot		
<b>MANIFOLD ROOM 1</b>			
208	Keeglas Fibreglass Tank 3.7m x 1.7m dia.	£2,200	
209	Matrix of Approx. 60 Sudmo D630 3" Mixproof Valves.	£3,000	
210	Matrix of Approx. 67 Sudmo D630 3" Mixproof Valves.	£3,000	
211	APV 2-3-9 Puma Pump D3921M.	£50	
212	8 x APV 2½" Zephyr Valves.	£75	
213	APV 11" Puma Pump 231150674M.	£50	
214	Hilge 3" Pump.	£50	
215	MDM 3" Pump.	£50	
216	MDM 3" Pump.	£50	
217	MDM 3" Pump.	£50	
218	APV 2-3-9 Puma Pump D5429MT.	£50	
219	Spare Lot		
220	Spare Lot		
221	Spare Lot		
222	Spare Lot		
<b>BRIGHT BEER ROOM</b>			

# HEINEKEN UK, GATESHEAD (FEDERATION BREWERY)

## Catalogue for Sale by Auction/Tender

LOT NO	DESCRIPTION	LIFT OUT	NOTES
223	820HL S/S Vertical Cylindrical Single Skin Dish Bottom Vessel c/w Pressure Valves, CIP Spray Ball, Anti Vacuum Valve, 8.7m overall x 4m dia.	£3,500	
224	820HL S/S Vertical Cylindrical Single Skin Dish Bottom Vessel c/w Pressure Valves, CIP Spray Ball, Anti Vacuum Valve, 8.7m overall x 4m dia.	£3,500	
225	820HL S/S Vertical Cylindrical Single Skin Dish Bottom Vessel c/w Pressure Valves, CIP Spray Ball, Anti Vacuum Valve, 8.7m overall x 4m dia.	£3,500	
226	820HL S/S Vertical Cylindrical Single Skin Dish Bottom Vessel c/w Pressure Valves, CIP Spray Ball, Anti Vacuum Valve, 8.7m overall x 4m dia.	£3,500	
227	820HL S/S Vertical Cylindrical Single Skin Dish Bottom Vessel c/w Pressure Valves, CIP Spray Ball, Anti Vacuum Valve, 8.7m overall x 4m dia.	£3,500	
228	820HL S/S Vertical Cylindrical Single Skin Dish Bottom Vessel c/w Pressure Valves, CIP Spray Ball, Anti Vacuum Valve, 8.7m overall x 4m dia.	£3,500	
229	820HL S/S Vertical Cylindrical Single Skin Dish Bottom Vessel c/w Pressure Valves, CIP Spray Ball, Anti Vacuum Valve, 8.7m overall x 4m dia.	£3,500	
230	820HL S/S Vertical Cylindrical Single Skin Dish Bottom Vessel c/w Pressure Valves, CIP Spray Ball, Anti Vacuum Valve, 8.7m overall x 4m dia.	£3,500	
231	410HL S/S Vertical Cylindrical Single skin Vessel c/w Pressure Valve, CIP Spray Ball, Anti Vacuum Valve, 8.7m overall x 2.8m dia.	£3,500	
232	410HL S/S Vertical Cylindrical Single skin Vessel c/w Pressure Valve, CIP Spray Ball, Anti Vacuum Valve, 8.7m overall x 2.8m dia.	£3,500	
233	410HL S/S Vertical Cylindrical Single skin Vessel c/w Pressure Valve, CIP Spray Ball, Anti Vacuum Valve, 8.7m overall x 2.8m dia.	£3,500	
234	410HL S/S Vertical Cylindrical Single skin Vessel c/w Pressure Valve, CIP Spray Ball, Anti Vacuum Valve, 8.7m overall x 2.8m dia.	£3,500	
235	410HL S/S Vertical Cylindrical Single skin Vessel c/w Pressure Valve, CIP Spray Ball, Anti Vacuum Valve, 8.7m overall x 2.8m dia.	£3,500	
236	410HL S/S Vertical Cylindrical Single skin Vessel c/w Pressure Valve, CIP Spray Ball, Anti Vacuum Valve, 8.7m overall x 2.8m dia.	£3,500	
237	4 x Custom Coils Model VF120 Chiller Units.	£2,000	
238	Spare Lot		
239	Spare Lot		
240	Spare Lot		
241	Spare Lot		
<b>BREWHOUSE</b>			
242	9t Mild Steel Grist Case.	£3,000	
243	APV R56 818HL/hr. Wort Cooler c/w 2008 Schmidt Plate Heat Exchanger, 11" Puma Pump, MDM Centrifugal Pump, Valves, Pipework and Flow Meters.	£750	
244	Skid Mounted Condensate Recovery Set.	£100	
245	S/S Spent Grain Hopper.	£900	
246	20t and 80t Mild Steel Spent Grain Silos with Grantry.	£3,750	
<b>TENDER LOTS</b>			
247	600HL Mash Conversion Vessel.		
248	9t Lauter Tun.		
249	567HL Pre Run Kettle.		
250	567HL Wort Kettle with External Heater.		
251	670HL Whirlpool.		
252	Spare Lot		
253	Spare Lot		
254	Spare Lot		
255	Spare Lot		
<b>TANKER BAY</b>			
256	Burnett & Rolfe 1,300HL Vertical Cyliandroconical Base Jacketed Bright Beer Vessels.	£3,000	
257	Burnett & Rolfe 1,300HL Vertical Cyliandroconical Base Jacketed Bright Beer Vessels.	£3,000	
258	Burnett & Rolfe 1,300HL Vertical Cyliandroconical Base Jacketed Bright Beer Vessels.	£3,000	
259	Burnett & Rolfe 1,300HL Vertical Cyliandroconical Base Jacketed Bright Beer Vessels.	£3,000	
260	Burnett & Rolfe 1,300HL Vertical Cyliandroconical Base Jacketed Bright Beer Vessels.	£3,000	
261	Burnett & Rolfe 1,300HL Vertical Cyliandroconical Base Jacketed Bright Beer Vessels.	£3,000	
262	2 x Corbis Hydraulic Retractable Walkways.	£150	
263	Sartorius S/S Candle Filter.	£50	
264	3 x Structural Vessels Water Treatment Tanks with 2 x Grundfos CR 16 Pumps and Plastic Tank.	£250	
265	APV M35 Intake Cooler.	£75	
266	Matrix of 11 x 4" Routing Valves.	£100	

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LOT NO	DESCRIPTION	LIFT OUT	NOTES
267	S/S Emergency Shower with Eye Wash Station.	£30	
268	APV W+ 55/35 Pump.	£30	
269	APV W+ 35/35 Pump.	£30	
270	Hygienic Systems Skid Mounted CIP Set.	£150	
271	APV 2-3-9 Puma Pump CL1392.	£30	
272	Glasdon Olympic Modular Site Cabin.	£100	
273	Spare Lot		
274	Spare Lot		
275	Spare Lot		
<b>SPARE BEER PROCESS PLANT</b>			
276	300HI S/S Cip Drain Tank on Mild Steel Legs.	£1,250	
277	300HL S/S Vertical Cylindrical Insulated Tank on Mild Steel Legs.	£1,250	
278	300HL S/S Vertical Cylindrical Insulated Tank on Mild Steel Legs.	£1,250	
279	300HL S/S Vertical Cylindrical Insulated Tank on Mild Steel Legs.	£1,250	
280	300HL S/S Vertical Cylindrical Tank on Mild Steel Legs.	£1,250	
281	Matrix of Approx. 40 3" Realm Routing Valves.	£250	
282	APV 2-3-9 Puma Pump D3914M.	£30	
283	2006 S8A0IT Plate Heat Exchanger with Grundfos CRI 15 Pump.	£100	
284	2001 Alfa Laval LKH25 Centrifugal Pump.	£30	
285	S/S 9 Port Flow Plate.	£75	
286	S/S 16 Port Flow Plate.	£75	
287	Spare Lot		
288	Spare Lot		
289	Spare Lot		
<b>ADDITIVE ROOM</b>			
290	Keeglass 9,000 litre Vertical Cylindrical Fibreglass Tank 4.5m x 2.1m dian.	£1,200	
291	Keeglass 9,000 litre Vertical Cylindrical Fibreglass Tank 4.5m x 2.1m dian.	£1,200	
292	APV 2-3-9 Puma Pump D3919M.	£30	
293	APV 2-3-9 Puma Pump D3916M.	£30	
294	8 x 3" Zephyr Routing Valves.	£100	
295	12 x 2" Zephyr Routing Valves.	£100	
296	PVCu Control Room 4m x 3.3m.	£300	
297	Q55 Plate Heat Exchanger	£75	
298	Spare Lot		
299	Spare Lot		
<b>OLD YEAST CULTURE ROOM</b>			
300	APV 75HL Part Jacketed Yeast Culture Vessel.	£950	
301	APV 75HL Part Jacketed Yeast Culture Vessel.	£950	
302	APV 7HL Part Jacketed Yeast Culture Vessel.	£250	
303	2007 APV H17 Plate Heat Exchanger.	£100	
304	MDM Centrifugal Pump.	£30	
305	S/S Lidded Balancc Tank 1m x 1.1m dia. X 1.4m overall height.	£30	
306	APV 2-3-9 Puma Pump D5601MT.	£30	
307	Spare Lot		
308	2005 APV N35 Plate Heat Exchanger.	£100	
309	2005 APV N35 Plate Heat Exchanger.	£100	
310	Spare Lot		
311	Spare Lot		
312	Spare Lot		
<b>FILTER ROOM</b>			
313	Filter Stream comprising 45HL S/S Buffer Tank, 10HL S/S Agitated Mix Tank, 350HL/hr. Metal Filler, Candle Filter Type 5.63.42 Serial No. 90341, 2 x Diaphragm, Metering Pumps, 4 x APV 2-3-9 Puma Pumps.	£2,500	
314	Filter Stream comprising 45HL S/S Buffer Tank, 10HL S/S Agitated Mix Tank, 350HL/hr. Metal Filler, Candle Filter Type 5.63.42 Serial No. 90341, 2 x Diaphragm, Metering Pumps, 4 x APV 2-3-9 Puma Pumps.	£2,500	
315	Spare Lot		
316	Spare Lot		
<b>YEAST ROOM</b>			
317	1995 Kaiiber Engineering S/S 80HL Jacketed and Agitated Yeast Storage Tank.	£1,250	
318	APV 90HL S/S Jacketed Insulated and Agitated Yeast Storage Tank.	£1,250	

# HEINEKEN UK, GATESHEAD (FEDERATION BREWERY)

## Catalogue for Sale by Auction/Tender

LOT NO	DESCRIPTION	LIFT OUT	NOTES
319	APV 90HL S/S Jacketed Insulated and Agitated Yeast Storage Tank.	£1,250	
320	APV 90HL S/S Jacketed Insulated and Agitated Yeast Storage Tank.	£1,250	
321	APV 90HL S/S Jacketed Insulated and Agitated Yeast Storage Tank.	£1,250	
322	Kaliber Engineering 40HL S/S Jacketed Insulated and Agitated Yeast Injection Tank on Load Cells.	£1,250	
323	Kaliber Engineering 40HL S/S Jacketed Insulated and Agitated Yeast Injection Tank on Load Cells.	£1,250	
324	8 x 2½" Zephyr Routing Valves.	£75	
325	8 x 2½" Zephyr Routing Valves.	£75	
326	8 x 2½" Zephyr Routing Valves.	£75	
327	8 x 2½" Zephyr Routing Valves.	£75	
328	8 x 2½" Zephyr Routing Valves.	£75	
329	20 Assorted Routing and Butterfly Valves.	£100	
330	Matrix of 8 x APV Routing Valves.	£50	
331	Alfa Laval MR200 Scavange Pump.	£30	
332	Matrix of 13 Realm and other Routing Valves.	£75	
333	2" Positive Pump.	£30	
334	3" Positive Pump.	£30	
335	196HL S/S Vertical Cylindrical Conical Base Agitated Tank.	£1,250	
336	196HL S/S Vertical Cylindrical Conical Base Agitated Tank.	£1,250	
337	Kaliber Engineering 80HL S/S Vertical Cylindrical Agitated Tank.	£1,250	
338	APV 90HL S/S Vertical Cylindrical Agitated Tank.	£1,250	
339	APV 90HL S/S Vertical Cylindrical Agitated Tank.	£1,250	
340	Alfa Laval 3" Positive Pump.	£30	
341	Alfa Laval MR200 Pump.	£30	
342	205HL S/S Vertical Cylindrical Jacketed and Agitated Tank.	£1,100	
343	205HL S/S Vertical Cylindrical Jacketed and Agitated Tank.	£1,100	
344	25HL Mild Steel Vertical Cylindrical Conical Base Agitated Tank.	£250	
345	25HL Mild Steel Vertical Cylindrical Conical Base Agitated Tank.	£250	
346	CIP Set with 3 x S/S Rectangular Tanks and APV W+ 55/35 Pump.	£1,500	
347	Werdermag 1" Centrifugal Pump.	£30	
348	APV 2-3-9 Puma Pump.	£30	
349	2" Positive Pump.	£30	
350	20 Assorted Realm Valves.	£100	
351	Emergency Shower with Eye Wash Station.	£30	
352	Spare Lot		
353	Spare Lot		
354	Spare Lot		
355	Spare Lot		
<b>CIP ROOM</b>			
356	CIP Set comprising 3 x S/S Vertical Cylindrical Tanks, 1 x Vertical Cylindrical Fibreglass Tank, 3 x 11" and 7 x 9" Puma Pumps, W+ 55/60 Pump, Plate Heat Exchanger, Interconnecting Pipework, Valves and Flow Meters.	£4,000	
357	Spare Lot		
<b>FERMENTING HALL</b>			
<b>TENDER LOTS</b>			
358	1,700HL S/S Vertical Cylindrical Cornical Base Insulated Maturation Vessel 7.m dia.		
359	1,700HL S/S Vertical Cylindrical Cornical Base Insulated Maturation Vessel 7.m dia.		
360	1,700HL S/S Vertical Cylindrical Cornical Base Insulated Maturation Vessel 7.m dia.		
361	1,700HL S/S Vertical Cylindrical Cornical Base Insulated Maturation Vessel 7.m dia.		
362	1,700HL S/S Vertical Cylindrical Cornical Base Insulated Maturation Vessel 7.m dia.		
363	1,700HL S/S Vertical Cylindrical Cornical Base Insulated Maturation Vessel 7.m dia.		
364	1,700HL S/S Vertical Cylindrical Cornical Base Insulated Maturation Vessel 7.m dia.		
365	1,700HL S/S Vertical Cylindrical Cornical Base Insulated Maturation Vessel 7.m dia.		
366	1,700HL S/S Vertical Cylindrical Cornical Base Insulated Maturation Vessel 7.m dia.		
367	1,700HL S/S Vertical Cylindrical Cornical Base Insulated Maturation Vessel 7.m dia.		
368	1,700HL S/S Vertical Cylindrical Cornical Base Insulated Maturation Vessel 7.m dia.		
369	1,700HL S/S Vertical Cylindrical Cornical Base Insulated Maturation Vessel 7.m dia.		
370	1,700HL S/S Vertical Cylindrical Cornical Base Insulated Maturation Vessel 7.m dia.		
371	1,700HL S/S Vertical Cylindrical Cornical Base Insulated Maturation Vessel 7.m dia.		
372	1,700HL S/S Vertical Cylindrical Cornical Base Insulated Maturation Vessel 7.m dia.		
373	1,700HL S/S Vertical Cylindrical Cornical Base Insulated Maturation Vessel 7.m dia.		

# HEINEKEN UK, GATESHEAD (FEDERATION BREWERY)

## Catalogue for Sale by Auction/Tender

LOT NO	DESCRIPTION	LIFT OUT	NOTES
374	1,700HL S/S Vertical Cylindrical Conical Base Insulated Maturation Vessel 7.m dia.		
375	1,700HL S/S Vertical Cylindrical Conical Base Insulated Maturation Vessel 7.m dia.		
376	1,700HL S/S Vertical Cylindrical Conical Base Insulated Maturation Vessel 7.m dia.		
377	1,700HL S/S Vertical Cylindrical Conical Base Insulated Maturation Vessel 7.m dia.		
378	1,700HL S/S Vertical Cylindrical Conical Base Insulated Maturation Vessel 7.m dia.		
379	1,700HL S/S Vertical Cylindrical Conical Base Insulated Maturation Vessel 7.m dia.		
380	1,700HL S/S Vertical Cylindrical Conical Base Insulated Maturation Vessel 7.m dia.		
381	1,700HL S/S Vertical Cylindrical Conical Base Insulated Maturation Vessel 7.m dia.		
382	1,700HL S/S Vertical Cylindrical Conical Base Insulated Maturation Vessel 7.m dia.		
383	1,700HL S/S Vertical Cylindrical Conical Base Insulated Maturation Vessel 7.m dia.		
384	1,700HL S/S Vertical Cylindrical Conical Base Insulated Maturation Vessel 7.m dia.		
385	1,700HL S/S Vertical Cylindrical Conical Base Insulated Maturation Vessel 7.m dia.		
386	APV 2-3-9 Puma Pump D3878M.	£30	
387	9 Port 4" S/S Flow Plate.	£50	
388	14 x 4" + 2 x 2" Sudmo Actuated Butterfly Valves.	£100	
389	APV W+ 110/130 Pump.	£30	
390	8 x Sudmo Actuated Butterfly Valves.	£50	
391	APV R56 Plate Heat Exchanger.	£75	
392	Bex S/S 2" Positive Pump.	£30	
393	Mild Steel Rectangular Tank 2.1m x 4.1m x 1.2m deep on 4 Legs.	£100	
394	Mild Steel Rectangular Tank 2.1m x 4.1m x 1.2m deep on 4 Legs.	£100	
395	4 x S/S Sample Points each with 8 x 1" Actuated Butterfly Valves.	£100	
396	Double Diaphragm Pump.	£30	
397	Double Diaphragm Pump.	£30	
398	APV 11" Puma Pump S521M.	£30	
399	APV 11" Puma Pump S522M.	£30	
400	APV 11" Puma Pump S523M.	£30	
401	APV 2-3-9 Puma Pump D3905M.	£30	
402	APV 2-3-9 Puma Pump D3910M.	£30	
403	APV 2-3-9 Puma Pump D3904M.	£30	
404	400HL S/S Vertical Cylindrical Conical Base Insulated Maturation Vessel.	£6,000	
405	400HL S/S Vertical Cylindrical Conical Base Insulated Maturation Vessel.	£6,000	
406	400HL S/S Vertical Cylindrical Conical Base Insulated Maturation Vessel.	£6,000	
407	400HL S/S Vertical Cylindrical Conical Base Insulated Maturation Vessel.	£6,000	
408	400HL S/S Vertical Cylindrical Conical Base Insulated Maturation Vessel.	£6,000	
409	400HL S/S Vertical Cylindrical Conical Base Insulated Maturation Vessel.	£6,000	
410	400HL S/S Vertical Cylindrical Conical Base Insulated Maturation Vessel.	£6,000	
411	400HL S/S Vertical Cylindrical Conical Base Insulated Maturation Vessel.	£6,000	
412	S/S 16 Port Flow Plate with APV Zephyr Valves.	£150	
413	S/S 16 Port Flow Plate with APV Zephyr Valves.	£150	
414	S/S 16 Port Flow Plate with APV Zephyr Valves.	£150	
415	S/S 16 Port Flow Plate with APV Zephyr Valves.	£150	
416	S/S 16 Port Flow Plate with APV Zephyr Valves.	£150	
417	CIP Manifold of 12 Sudmo Valves.	£75	
418	CIP Manifold of 12 Sudmo Valves.	£75	
419	CIP Manifold of 12 Sudmo Valves.	£75	
420	ProMag P Flow Meter.	£30	
421	6 x 20 Port 4" S/S Flow Plates and Valves.	£150	
422	420HL S/S Vertical Cylindrical Insulated Tank.	£2,000	
423	420HL S/S Vertical Cylindrical Insulated Tank.	£2,000	
424	APV 2-3-9 Puma Pump B3894MT.	£30	
425	1½" Centrifugal Pump.	£30	
426	1½" Centrifugal Pump.	£30	
427	S/S 26 Port Flow Meter.	£100	
428	APV 2-3-9 Puma Pump D5362MT.	£30	
429	2001 Alfa Laval Aldox Skid Mounted DeAeration Plant.	£250	
430	1996 APV Nitrogenation Plant.	£50	
431	APV 410HL S/S Vertical Cylindrical Vessel.	£2,000	
432	APV 410HL S/S Vertical Cylindrical Vessel.	£2,000	
433	APV 410HL S/S Vertical Cylindrical Vessel.	£2,000	
434	APV 410HL S/S Vertical Cylindrical Vessel.	£2,000	
435	APV 205HL S/S Vertical Cylindrical Vessel.	£2,000	

# HEINEKEN UK, GATESHEAD (FEDERATION BREWERY)

## Catalogue for Sale by Auction/Tender

LOT NO	DESCRIPTION	LIFT OUT	NOTES
436	APV 2-3-9 Puma Pump D4147M.	£30	
437	S/S Rectangular Wash Trough 3.5m x .65m x .65m.	£30	
438	S/S Rectangular Wash Trough 3.5m x .65m x .65m.	£30	
439	1,500HL S/S Vertical Cylindrical Conical Base Fermentation Vessel (modified 2004 by Briggs).	£7,500	
440	1,500HL S/S Vertical Cylindrical Conical Base Fermentation Vessel (modified 2004 by Briggs).	£7,500	
441	1,500HL S/S Vertical Cylindrical Conical Base Fermentation Vessel (modified 2004 by Briggs).	£7,500	
442	1,500HL S/S Vertical Cylindrical Conical Base Fermentation Vessel (modified 2004 by Briggs).	£7,500	
443	1,500HL S/S Vertical Cylindrical Conical Base Fermentation Vessel (modified 2004 by Briggs).	£7,500	
444	1,500HL S/S Vertical Cylindrical Conical Base Fermentation Vessel (modified 2004 by Briggs).	£7,500	
445	1,500HL S/S Vertical Cylindrical Conical Base Fermentation Vessel (modified 2004 by Briggs).	£7,500	
446	1,500HL S/S Vertical Cylindrical Conical Base Fermentation Vessel (modified 2004 by Briggs).	£7,500	
447	1,500HL S/S Vertical Cylindrical Conical Base Fermentation Vessel (modified 2004 by Briggs).	£7,500	
448	1,500HL S/S Vertical Cylindrical Conical Base Fermentation Vessel (modified 2004 by Briggs).	£7,500	
449	1,500HL S/S Vertical Cylindrical Conical Base Fermentation Vessel (modified 2004 by Briggs).	£7,500	
450	1,500HL S/S Vertical Cylindrical Conical Base Fermentation Vessel (modified 2004 by Briggs).	£7,500	



## INVITATION TO TENDER FOR THE PURCHASE OF GOODS

**Seller:** Heineken UK (Federation Brewery), Gateshead, Tyne & Wear  
**Date of Invitation:** Wednesday 14<sup>th</sup> July 2010  
**Date of Return:** No later than 12.00pm (noon) on Friday 16<sup>th</sup> July 2010

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 **12.00pm on Friday 16<sup>th</sup> July 2010**.
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 **Terms and Conditions for the Purchase of Equipment through Auction, Tender or Private Treaty** shall apply to any contract formed pursuant to this invitation, as may be applicable (a copy of which is included in the Sale Catalogue and 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. **The Buyer's attention is especially drawn to clauses 6, 8, 13, 15 & 16.**
12. Completed Tenders to be delivered to the offices of Moody Auctions Ltd, West Carr Road Industrial Estate, Retford, Nottinghamshire, DN22 7SN, by the date indicated above.



**MOODY** | Auctions

**FORM OF TENDER IN RESPONSE TO INVITATION**

<b>Seller:</b> Heineken UK (Federation Brewery), Gateshead, Tyne & Wear
<b>Date of Tender:</b> No later than 12.00 pm (noon) on Friday 16 <sup>th</sup> July 2010
<b>Contact Name:</b>
<b>Company Name:</b>
<b>Street:</b>
<b>District:</b>
<b>Town/City:</b>
<b>County:</b>
<b>Postcode:</b>
<b>Country:</b>
<b>Telephone Number:</b>
<b>Facsimile Number:</b>
<b>Main Product/Type of Business:</b>
<b>VAT Registration Number:</b>
<p>The Tenderer offers to buy the articles comprised in the lot specified in the schedule shown below for a price of £_____ or at the respective price set against each of the lots in the schedule.</p> <p>In addition to the Purchase Price, the Tenderer will pay VAT and 10% Buyer's Premium.</p> <p>This offer to buy is made on the <b>Terms and Conditions for the Purchase of Equipment through Auction, Tender or Private Treaty</b> of the Seller's <b>Invitation to Tender for the Purchase of Goods</b> dated 16<sup>th</sup> July 2010.</p> <p>This offer to buy shall be accepted by written notice communicated to the Tenderer at the address and/or facsimile number set out above.</p>



**MOODY** | Auctions

**FORM OF TENDER IN RESPONSE TO INVITATION**

<b>Seller:</b> Heineken UK (Federation Brewery), Gateshead, Tyne & Wear					
<b>Date of Tender:</b> No later than 12.00 pm (noon) Friday 16 <sup>th</sup> July 2010					
Lot No	Bid Price	Lot No	Bid Price	Lot No	Bid Price
56		82		378	
57		247		379	
58		248		380	
59		249		381	
60		250		382	
61		251		383	
62		358		384	
63		359		385	
64		360			
65		361			
66		362			
67		363			
68		364			
69		365			
70		366			
71		367			
72		368			
73		369			
74		370			
75		371			
76		372			
77		373			
78		374			
79		375			
80		376			
81		377			
<b>Tenderer Signature:</b>					
<b>Print Name (Capital Letters):</b>					
<b>Date:</b>					

# 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.

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



**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.

<b>Contact Name:</b>
<b>Company Name:</b>
<b>Street:</b>
<b>District:</b>
<b>Town/City:</b>
<b>County:</b>
<b>Postcode:</b>
<b>Country:</b>
<b>Telephone Number:</b>
<b>Facsimile Number:</b>
<b>Email Address:</b>
<b>VAT Registration No:</b> <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 <b>Terms and Conditions for the Purchase of Equipment through Auction, Tender and Private Treaty</b> 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 &amp; 16.</p> <p>2 <b>Section 6 Health &amp; Safety at Work, etc, Act 1974 (as amended)</b></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>
<b>Name</b> (Print in Block Capitals):
<b>Signature:</b>
<b>Date:</b>
<b>PLEASE NOTE THAT EXPORT PURCHASERS MUST COMPLETE A SEPARATE REGISTRATION FORM</b>
<b>ID Verification</b>
<b>Type of ID:</b> <span style="float: right;"><b>Checked by:</b></span>