



MARSTONS plc

**On Behalf of Marston's plc 30,000 b.p.hr Carbonated Glass Filling Line,
50,000 c.p.hr Carbonated Can Filling Line, Co2 Recovery & Storage
Plant and General Equipment**

**Viewing: Tuesday 15th & Wednesday 16th January 10.00am to 4.00pm
Sale Start: Bidding for all lots opens at 10:00am on Friday 11th January 2019.
Sale Close: Bidding for first lot closes at 12:00 noon on Friday 18th January 2019.
Sale Registration: moodybid.com**

Contact: Justin Lacey on +44 7971 671897 for further details.

GENERAL REMARKS

SITE REQUIREMENTS FOR VIEWING LOTS

All Visitors to site will be required to wear safety shoes and hi-vis vest or coat, this is a mandatory requirement for entry onto the site.

HEALTH & SAFETY

Visitors to the site are bound by the Health & Safety requirements of the site.
Smoking is NOT permitted on the site except in designated areas.
No children are allowed on site.

BUYER'S PREMIUM

The sale is subject to a 15% 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 this sale catalogue, and purchasers should make themselves familiar with them before bidding for any lots.
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.
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.

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. The items must be cleared by 28th February 2019. No weekend or Bank Holiday working will be permitted.
- D. No collections will be made without the prior approval and arrangement with Moody Site Manager, Dominic Willows (07730 897098).

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.

MARSTONS plc

LOT NO	LOT DESCRIPTION	LIFT OUT	NOTES
1	Stainless Steel Vertical Cylindrical Insulated with Top Manway Tank - 2600mm Tank Body x 750mm Diameter - 4000mm Overall Tall <i>Location: Yard</i>	£150	
2	Briggs 1000Ltr Stainless Steel Single Skin Mix Tank on 4 Legs with Top Manway - 2600mm Tall x 1100mm Diameter <i>Location: Yard</i>	£150	
3	CSI Robot <i>Location: Yard</i>	£100	
7	2006 Krones type Ausch Press.Uni.1N Bottle Depalletiser Serial No-R70-129 with 13m Stainless Steel Pallet Infeed Conveyor and Plasric Layerpad Remover and Stacker <i>Location: Glass Hall</i>	£8,500	
8	6m Stainless Steel Section 20 lane Bieffe Bottle Divert Slat Conveyor <i>Location: Glass Hall</i>	£375	
9	6m Stainless Steel Section 5 Lane Bieffe Bottle Slat Conveyor <i>Location: Glass Hall</i>	£375	
10	11m Stainless Steel 4 Lane Slat Conveyor with 90 Degree Bend <i>Location: Glass Hall</i>	£375	
11	10m Stainless Steel 4 Lane Diverting Slat Conveyor <i>Location: Glass Hall</i>	£375	
13	Stainless Steel Conveyor Lubing System comprising - Tank, Pump and Controls <i>Location: Glass Hall</i>	£75	
14	Officine Meccaniche Gallarates Dosing Pump model- DOXATM <i>Location: Glass Hall</i>	£25	
15	Stainless Steel Enclosed Chemical Storage Tank- 1700mm diameter x 1200mm tall - 1850mm Overall Height <i>Location: Glass Hall</i>	£175	
16	Hilge type Euro-Hygia-B-Super 2.5" Pump <i>Location: Glass Hall</i>	£25	
17	Spirax Sarco Condensate Recovery Unit with Alfa Laval Heat Exchanger <i>Location: Glass Hall</i>	£75	
18	Lowara Centrifugal Water Pump <i>Location: Glass Hall</i>	£25	
19	Stainless Steel Ultrafilter type PF-EG 0576 <i>Location: Glass Hall</i>	£25	
20	Fibreglass Rectangular Tank with Lowara Pump - 2000mm long x 1050mm wide x 1000mm tall with Lowara Water Pump <i>Location: Glass Hall</i>	£125	
21	Stainles Steel Filter <i>Location: Glass Hall</i>	£25	
23	15m Stainless Steel Single Lane Enclosed Slat Conveyor <i>Location: Glass Hall</i>	£800	
24	Stainless Steel 7 Tread Crossover Gantry <i>Location: Glass Hall</i>	£75	
28	Randers 5200Ltr Capacity Jacketed Mix Tank - 3300mm tall x 2100mm diameter <i>Location: Glass Hall</i>	£475	
29	Hilge type Euro-Hygia-B-Super 2.5" Pump <i>Location: Glass Hall</i>	£25	
30	10 off APV Actuated Butterfly Valves - 1", 2" & 2.5" <i>Location: Glass Hall</i>	£50	
31	KHS Flash Pasteuriser Skid comprising - Pumps, Valves, Controls, Interconnecting Pipework. <i>Location: Glass Hall</i>	£350	
32	KHS type 61P1 Plate Heat Exchanger serial number 98127 <i>Location: Glass Hall</i>	£125	
33	2 off Skid Mounted Filters <i>Location: Glass Hall</i>	£50	
34	9 Port Stainless Steel Flow Plate 2.5" <i>Location: Glass Hall</i>	£25	
36	Endress & Hauser type Promag F Flow Meter <i>Location: Glass Hall</i>	£50	
37	Stainless Steel Ferrero Cap Hopper Elevator and Transfer Conveyor <i>Location: Glass Hall</i>	£750	

LOT NO	LOT DESCRIPTION	LIFT OUT	NOTES
38	KHS 30,000 Bottles/Hr Rotary Filler comprising 72 Head Rinser 60 Head Rotary Filler and 12 Head Crowner, filling 275MI and 500MI Bottles <i>Location: Glass Hall</i>	£6,000	
39	Skid Mounted KHS Filler Wash Down System <i>Location: Glass Hall</i>	£550	
41	Heuft Spectrum Bottle Inspector with Reject <i>Location: Glass Hall</i>	£150	
42	8m Stainless Steel Single Lane Slat Conveyor with 90 degree Bend <i>Location: Glass Hall</i>	£300	
43	7m Stainless Steel Diverting Slat Conveyor <i>Location: Glass Hall</i>	£300	
44	12m Moody Fastpak Stainless Steel 4 Lane Slat Conveyor with 3 90 degree Bends - To Pasteuriser <i>Location: Glass Hall</i>	£400	
46	Tekmi Stainless Steel Walking Beam Bottle Pasteuriser - 9 Sections. 24m Long x 7m Wide Approximately <i>Location: Glass Hall</i>	£20,000	
48	Nederman Retractable Hose Reel <i>Location: Glass Hall</i>	£25	
50	8m Stainless Steel 4 Lane Slat Conveyor <i>Location: Glass Hall</i>	£350	
51	8m Stainless Steel 4 Lane Slat Conveyor <i>Location: Glass Hall</i>	£350	
52	8m Stainless Steel 4 Lane Slat Conveyor <i>Location: Glass Hall</i>	£350	
53	Stainless Steel 180 degree 4 Lane Bend <i>Location: Glass Hall</i>	£350	
54	5m Stainless Steel 4 Lane Slat Conveyor <i>Location: Glass Hall</i>	£275	
55	7m Stainless Steel Container Systems Pressureless Combiner <i>Location: Glass Hall</i>	£350	
56	Heuft Basic Bottle Inspector with Bottle Reject <i>Location: Glass Hall</i>	£150	
57	14m Stainless Steel Single Lane Slat Conveyor - to Solomodul Labeller <i>Location: Glass Hall</i>	£500	
58	Stainless Steel Cabinet with Bottle Air Knife <i>Location: Glass Hall</i>	£200	
59	Gardner Denver type T2B04 Air Blower in Insulated Acoustic Housing <i>Location: Glass Hall</i>	£200	
60	Krones Solomodul Labeller <i>Location: Glass Hall</i>	£2,500	
61	Heuft Basic Bottle Inspector with Bottle Reject <i>Location: Glass Hall</i>	£150	
62	3m Container Systems Stainless Steel 8 Lane Accumulation Conveyor <i>Location: Glass Hall</i>	£200	
63	12m Stainless Steel Single Lane Slat Conveyor <i>Location: Glass Hall</i>	£350	
64	Nederman Retractable Hose Reel <i>Location: Glass Hall</i>	£10	
65	Stainless Steel 8 Tread Crossover Gantry Step <i>Location: Glass Hall</i>	£75	
66	Spare	TBA	
67	29m Stainless Steel Single Lane Slat Conveyor <i>Location: Glass Hall</i>	£550	
68	Krones Solomatic Labeller <i>Location: Glass Hall</i>	£2,500	
69	Heuft Basic Bottle Inspector with Bottle Reject <i>Location: Glass Hall</i>	£150	
70	4m Stainless Steel 8 Lane Accumulation Table <i>Location: Glass Hall</i>	£200	
71	Three Way Single Lane Diverter <i>Location: Glass Hall</i>	£300	
72	10m Stainless Steel Single Lane Plastic Slat Conveyor <i>Location: Glass Hall</i>	£400	

LOT NO	LOT DESCRIPTION	LIFT OUT	NOTES
73	Domino A420i Inkjet Coder <i>Location: Glass Hall</i>	£25	
74	Domino A420i Inkjet Coder <i>Location: Glass Hall</i>	£25	
75	15m Stainless Steel 3 Lane Plastic Slat Conveyor <i>Location: Glass Hall</i>	£400	
76	10m Stainless Steel 4 Lane Plastic Slat Conveyor with 180 degree Bend <i>Location: Glass Hall</i>	£300	
77	7m Stainless Steel 4 Lane Plastic Slat Conveyor with 180 degree Bend <i>Location: Glass Hall</i>	£200	
80	2008 KHS Kister Case Packer type WP060V Machine Number K89401754001100 with In and Out Feed Conveyors and Controls <i>Location: Glass Hall</i>	£2,750	
81	Domino A420i Inkjet Coder <i>Location: Glass Hall</i>	£25	
82	180 degree Belt Conveyor <i>Location: Glass Hall</i>	£100	
83	8m Powered Roller Conveyor <i>Location: Glass Hall</i>	£275	
84	22m Belt Elevator Conveyor <i>Location: Glass Hall</i>	£500	
85	12m Belt Elevator Conveyor <i>Location: Glass Hall</i>	£325	
86	40m High Level Belt Conveyor <i>Location: Glass Hall</i>	£2,500	
87	26m Powered Roller Conveyor <i>Location: Glass Hall</i>	£2,000	
88	30m 2 Tier Powered Belt Conveyor <i>Location: Tunnel</i>	£3,000	
89	30m 2 Tier Powered Belt Conveyor <i>Location: Tunnel</i>	£3,000	
90	15m Roller and Belt Conveyor <i>Location: Tunnel</i>	£500	
94	Nederman Retractable Hose Reel <i>Location: Can Hall</i>	£10	
96	Metalbox Engineering De-Palletiser with 11m Infeed Conveyor Card Lifter and Sick Light Curtains <i>Location: Can Hall</i>	£7,500	
97	Metalbox Engineering Stainless Steel and Plastic Slat Conveyor Approximately 8000mm x 400mm <i>Location: Can Hall</i>	£300	
98	Approximately 50m Overhead Rope Conveyor with 5 Bends <i>Location: Can Hall</i>	£1,000	
99	4 off Can Inverters <i>Location: Can Hall</i>	£20	
100	Stainless Steel Twin Lane de-Elevator and Can Rinser <i>Location: Can Hall</i>	£250	
101	Falcom Stainless Steel Retractable Hose Reel <i>Location: Can Hall</i>	£10	
103	Endress & Hauser type Promag F 3" Flow Meter <i>Location: Can Hall</i>	£25	
105	GAC type LANi az Carbonation Monitor <i>Location: Can Hall</i>	£25	
107	SEN 50,000 Cans/Hr 73 Head Rotary Can Filler Filling Sizes - 330MI, 440MI & 500MI with Infeed Conveyor <i>Location: Can Hall</i>	£5,000	
108	Fleetwood 28 Column Can Lid Carousel and Fleetwood Lid Feeder Serial No - 962260 <i>Location: Can Hall</i>	£750	
109	Angelus model 120L Can Seamer with Outfeed Conveyor <i>Location: Can Hall</i>	£2,500	
110	Ametex type CO47863 Co2 Injector <i>Location: Can Hall</i>	£200	
113	3 off Can Inverters <i>Location: Can Hall</i>	£10	

LOT NO	LOT DESCRIPTION	LIFT OUT	NOTES
114	Metalbox Single Lane Slat Conveypr into 7 Lane Diverter into Transfer into Twin Diverter Approximately 11m long with 5m Section into Pasteuriser Lower Deck <i>Location: Can Hall</i>	£500	
115	Metalbox Approximately 33m Single Lane Two Tier Elevating Conveyor into Pasteuriser Upper Deck <i>Location: Can Hall</i>	£500	
116	Sander Hansen Twin Deck Stainless Steel Can Pasteuriser 5.5m Wide x 21m Long x 4.2m Tall with Software Update 08-2013 <i>Location: Can Hall</i>	£25,000	
117	Pasteuriser Upper Deck Metalbox Outfeed Conveyor Approximately 16m <i>Location: Can Hall</i>	£500	
118	Pasteuriser Lower Deck Metalbox Outfeed Conveyor Approximately 16m <i>Location: Can Hall</i>	£500	
119	Metalbox 4 Lane 180 Degree Bend <i>Location: Can Hall</i>	£300	
120	14m Metalbox Stainless Steel Single Lane Slat 4 Lane Conveyor <i>Location: Can Hall</i>	£500	
121	10m Metalbox Stainless Steel Single Lane Slat 4 Lane Conveyor <i>Location: Can Hall</i>	£500	
123	Stainless Steel Cabinet with 4 Head Air Knife <i>Location: Can Hall</i>	£200	
124	Gardner Denver type T2B04 Air Blower in Insulated Acoustic Housing <i>Location: Can Hall</i>	£200	
125	Approximately 12m Single Lane Stainless Steel & Plastic Slat <i>Location: Can Hall</i>	£350	
126	Filtec type FT-70 Serial No 117260 Can X-Ray Machine <i>Location: Can Hall</i>	£100	
127	Filtec type FT-70 Serial No 117259 Can X-Ray Machine <i>Location: Can Hall</i>	£100	
128	Domino type A420i Inkjet Coder <i>Location: Can Hall</i>	£25	
129	Sencon Vision Sensor <i>Location: Can Hall</i>	£25	
131	Approximately 10m Single Lane Stainless Steel & Plastic Slat <i>Location: Can Hall</i>	£300	
132	3 off Can Inverters <i>Location: Can Hall</i>	£20	
133	Approximately 12m Single Lane Stainless Steel & Plastic Slat <i>Location: Can Hall</i>	£350	
134	Stainless Steel Cabinet with Air Knife <i>Location: Can Hall</i>	£200	
135	Approximately 14m Metalbox Stainless Steel & Plastic Slat Twin Lane Diverting Conveyor <i>Location: Can Hall</i>	£350	
136	Approximately 11m Metalbox Stainless Steel & Plastic Slat Twin Lane 180 Degree Bend <i>Location: Can Hall</i>	£350	
137	Approximately 18m SFT & Brewpack Twin Lane Diverting Coveytor - Former High Cone Feed <i>Location: Can Hall</i>	£500	
139	Dunn Group Stainless Steel and Plastic Belt Accumulation Conveyor - 4100mm Long x 2800mm Wide <i>Location: Can Hall</i>	£500	
141	Approximately 8m Section Stainless Steel and Plastic Belt Conveyor <i>Location: Can Hall</i>	£200	
142	KHS Kister type SP 100V Machine No 002539 Case Packer and Heat Tunnel with 6m Infeed Coneyor and Controls <i>Location: Can Hall</i>	£3,500	
143	SIG type KR1-SP 180 Degree Steel and Powerred Belt Conveyor <i>Location: Can Hall</i>	£200	
144	14m Stainles Steel Twin Lane Pack Conveyor <i>Location: Can Hall</i>	£250	
145	3m Section Twin Lane Pack Conveyor <i>Location: Can Hall</i>	£50	
146	2m Section Twin Lane Pack Conveyor <i>Location: Can Hall</i>	£50	
147	Stainless Steel Enclosed Lane Divertor Conveyor <i>Location: Can Hall</i>	£250	

LOT NO	LOT DESCRIPTION	LIFT OUT	NOTES
148	1.5m Section Twin Lane Pack Conveyor <i>Location: Can Hall</i>	£50	
150	Stainless Steel Retractable Hose Reel <i>Location: Can Hall</i>	£10	
151	Stainless Steel Hydro Foam Master <i>Location: Can Hall</i>	£5	
152	Spare	TBA	
153	90 Degree Steel and Powered Belt Bend <i>Location: Can Hall</i>	£50	
154	1.5m Section Steel and Powered Belt Conveyor <i>Location: Can Hall</i>	£50	
155	90 Degree Steel and Powered Belt Bend with Scissor Lift and 4 Lane Conveyor <i>Location: Can Hall</i>	£50	
156	SFT 6m Stainless Steel and Plastic Belt 4 Lane Conveyor <i>Location: Can Hall</i>	£250	
157	2003 Ocme type Vega S60 V Tray Former and Shrinkwrapper Serial No 1/85/03 <i>Location: Can Hall</i>	£2,500	
158	2003 Ocme type Termo-Avvolgitrice Vega S60 V Heat Tunnel Serial No 03085 <i>Location: Can Hall</i>	£1,000	
160	Domino type A420i Inkjet Coder <i>Location: Can Hall</i>	£25	
162	Steel and Steel Roller 180 Degree Pack Conveyor <i>Location: Can Hall</i>	£150	
163	11m Section Steel and Belt Elevator <i>Location: Can Hall</i>	£350	
164	4m Section Steel and Belt and Roller Pack Conveyor <i>Location: Can Hall</i>	£250	
165	15m Section Steel and Belt Elevated Pack Conveyor <i>Location: Can Hall</i>	£500	
166	Approximately 28m High Level Steel and Belt Pack Conveyor <i>Location: Can Hall</i>	£2,500	
167	26m Powered Roller Conveyor <i>Location: Can Hall</i>	£2,500	
168	11m Roller Conveyor with 90 Degree Bend <i>Location: Warehouse</i>	£350	
169	10m Section De-Elevationg Belt Pack Conveyor <i>Location: Warehouse</i>	£350	
170	3m Section Powered Roller Conveyor <i>Location: Warehouse</i>	£300	
171	Simplematic type CPA-550 Palletiser <i>Location: Warehouse</i>	£7,500	
172	2008 Robopac type Helix HS30 T 1 Pallet Wrapper <i>Location: Warehouse</i>	£7,500	
173	Quantity of Spares for Line <i>Location: Can Hall</i>	£25	
174	Quantity of Spares for Line <i>Location: Can Hall</i>	£25	
190	CHS type KK.340 Stainless Steel Can Bailer <i>Location: Can Hall</i>	£75	
191	Nederman Retractable Hose Reel <i>Location: Can Hall</i>	£10	
193	Forbes 12000Ltr GRP Vertical Cylindrical Tank - 5000mm Tall x 2000mm Diamter <i>Location: Yard</i>	£250	
194	3 off Cooltech Cooling Towers <i>Location: Yard</i>	£250	
195	2 off 3" Lowara Water Pumps <i>Location: Yard</i>	£25	
196	Stainless Steel Twin Lidded Tank with 3 Level Floats - 1000mm x 1000mm x 1000mm <i>Location: Yard</i>	£50	
197	Combination Lot - Cooling System Lots 194 - 196 <i>Location: Yard</i>	£500	
200	Fibre Glass Conical Based Tank <i>Location: Co2</i>	£500	

LOT NO	LOT DESCRIPTION	LIFT OUT	NOTES
201	Meura Stainless Steel Washing Tower - Stripper with Grundfoss Water Pump <i>Location: Co2</i>	£275	
202	Co2 Balloon and Building - 35T/Wk - 9000mm x 3500mm x 3500mm Tall <i>Location: Co2</i>	£3,250	
203	Endress & Hauser type Proline T - mass F Flow Meter <i>Location: Co2</i>	£25	
204	Compair H Series Co2 Recovery Compressor <i>Location: Co2</i>	£350	
205	Skid Mounted Ultrafilter International Co2 Purifier and Dryer Comprising - 2 off Insulated Stainless Steel Purifiers, 2 off Insulated Stainless Steel Dryers, Pipe Work, Valves and Controls <i>Location: Co2</i>	£1,100	
206	Sabroe type Unisab II Liguifier/Refrigeration Compressor with Jerome 60Ltr Surge Drum <i>Location: Co2</i>	£250	
207	Heat Exchangers <i>Location: Co2</i>	£100	
208	Endress & Hauser Promass F Flowmeter <i>Location: Co2</i>	£25	
209	2 off Chessel Chart Recorders <i>Location: Co2</i>	£25	
210	Chessel Chart Recorder and C&R Temperature Controller <i>Location: Co2</i>	£25	
211	Rosemount type ROX GT Oxygen Analyser in Stainless Steel Cabinet <i>Location: Co2</i>	£25	
212	Dewpoint Monitoring System Hygrometer <i>Location: Co2</i>	£25	
213	Mitchel Instruments type XZR-400-WM Oxygen Analyser <i>Location: Co2</i>	£25	
214	2 off Stainless Steel Ultrafilters <i>Location: Co2</i>	£20	
215	11T Capacity Horizontal Co2 Tank with Chiller and Vapouriser - 5000mm x 2000mm Diameter <i>Location: Co2</i>	£1,150	
216	16T Capacity Horizontal Co2 Tank with Chiller and Vapouriser - 7000mm x 2200mm Diameter <i>Location: Co2</i>	£1,250	
217	Combination Lot - Complete Co2 Recovery System and Storage Lots 200 - 216 <i>Location: Co2</i>	£10,000	
218	2 off Logico2 Co2 Monitors <i>Location: Co2</i>	£20	
220	Cask Ullage - 4200mm x 1800mm x 1300mm Tall with Belt Conveyor <i>Location: Cask Area</i>	£150	
221	Gantry/Platform with Access Steps - 3800mm x 3000mm x 800mm Tall <i>Location: Cask Area</i>	£150	
222	Microdat type ZB01 Stainless Steel De-Shive/De-Keystone <i>Location: Cask Area</i>	£150	

TERMS AND CONDITIONS

MOODY AUCTIONS LIMITED

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

The Buyer's Attention is specifically drawn to conditions 4.10, 5, 6, 8.2, 9 and 10.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions (conditions).

Affiliate: in relation to a body corporate, any subsidiary or holding company of such body corporate, and any subsidiary of any such holding company for the time being.

Auctioneer: the person duly authorised by Moody to conduct the sale by auction or private treaty.

Buyer: the person, firm or company who buys the Item.

Buyer's Premium: the commission due to Moody by the Buyer at the Stated Rate on the Hammer Price.

Catalogue: includes any website (www.moodybid.com, www.moodyauctions.com), advertisement, brochure, estimate, price list and other publication in connection with an auction or private treaty conducted by Moody for the sale of the Equipment.

Equipment: the plant and equipment owned by the Seller to be sold at auction or by private treaty by Moody on behalf of the Seller and listed for sale in the Catalogue.

Hammer Price: the price at which an Item is Knocked Down during the auction or the price agreed between Moody and the Buyer in a sale by private treaty.

Internet Auction Service: where available, a service operated by Moody (or its nominee contracted to provide the Internet Auction Service) to enable a potential Buyer to attend or view an auction or private treaty and place offers to purchase Items using internet access, live webcast, online bidding, by telephone and/or any analogous format (as the case may be).

Item: an item of Equipment.

Knocked Down: acceptance by Moody of the best offer from a Buyer to purchase an Item.

Legislation: all statutory acts and regulations relating to the use, operation, removal, transportation and disposal of any Equipment including but not limited to the Health and Safety at Work etc Act 1974; Water Industry Act 1991; The Provision and User of Work Equipment Regulations 1998; Lifting Operations & Lifting Equipment Regulations 1998; Management of Health and Safety at Work Regulations 1999; Supply of Machinery (Safety) Regulations 1992 (as amended); Electrical Equipment (Safety) Regulations 1994; Electromagnetic Compatibility Regulations 1992; Simple Pressure Vessels (Safety) Regulations 1991 and Gas Appliances (Safety) Regulations 1995.

Lift-Out Service: the service provided by Moody to remove Item from the Seller's premises to enable the Buyer to collect the Item (which, for the avoidance of doubt, does not include any collection or transportation costs unless otherwise agreed by Moody in writing).

Lift-Out Service Charges: charges payable to Moody by the Buyer for the provision of a Lift-Out Service.

Minimum Reserve Price: the price (if any) agreed between Moody and the Seller as being the reserve price for each Item.

Moody: Moody Auctions Limited (CRN: 04055963) whose registered office is at Unit 5 London Road Business Park, Retford, Nottinghamshire DN22 6HG.

Seller: the company, firm, body or person offering the Equipment for sale by an auction or private treaty conducted by Moody.

Stated Rates: any charges associated with the sale of the Equipment as stated in the Catalogue or as indicated by Moody and/or the Auctioneer including but not limited to rates of commission, expenses and costs incurred by Moody which are relevant to such sale.

Technical Problems: any problem, error, failure, difficulty, unavailability of service, malfunction, access or other limitation, incompatibility of software, availability of internet connection and/or other act or omission that interrupt or prevent Moody or its nominee from providing an Internet Auction Service.

Total Amount Due: the amount due from the Buyer being the aggregate of the Hammer Price in respect of the Item sold, the Buyer's Premium and any Lift-Out Service Charges (if applicable) plus (in each case) any applicable VAT.

VAT: value added tax chargeable under English law for the time being and any similar tax.

1.2 A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension or re-enactment.

1.3 Words in the singular include the plural and in the plural include the singular. A reference to one gender includes a reference to the other gender.

1.4 Condition headings do not affect the interpretation of these conditions.

2. APPLICATION OF CONDITIONS

2.1 These conditions apply to any auction or private treaty conducted by Moody on behalf of the Seller (including but not limited to any contract in connection with the Buyer purchasing (and/or offering to purchase) an Item through such auction or private treaty) to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to

apply), standards, specifications or particulars save as otherwise agreed in writing by Moody.

2.2 The issue of any Catalogue and/or attendance at auction or private treaty conducted by Moody on behalf of the Seller is only on the basis that the Buyer (or potential Buyer) accepts and agrees to be bound by these conditions to the exclusion of any other terms or conditions in connection with the Catalogue and conduct of the auction or private treaty.

3. MOODY'S STATUS

3.1 Moody is an agent for the Seller (except where Moody is stated to own, wholly or partly, any Item as principal) and Moody has the authority to prepare the Catalogue from the information supplied by the Seller, offer each Item for sale, sell each Item and receive and hold monies paid by the Buyer in connection with the purchase of an Item.

3.2 The Buyer and the Seller acknowledge that Moody is not responsible or liable for any default by Seller to the Buyer or the Buyer to the Seller.

4. OFFERS, RESERVES AND KNOCK DOWN

4.1 Moody may withdraw any Item from sale prior to the Item being Knocked Down.

4.2 Moody reserves the right to place a Minimum Reserve Price on any Item at any time.

4.3 A potential Buyer can attend, and offer to purchase an Item at, an auction or private treaty in person or by using an Internet Auction Service (where available).

4.4 Any and all bids made by a potential Buyer are irrevocable and unconditional.

4.5 The Auctioneer and/or Moody shall have the right to refuse, without giving any reason, any offer from a potential Buyer.

4.6 Any dispute as to any offer shall be settled at Moody's absolute discretion. If requested by Moody, the Auctioneer has the right to determine any dispute with immediate effect and where appropriate, put up the Item again at the last undisputed bid or withdraw the Item.

4.7 Unless otherwise stated in the Catalogue, offers for any Item will only be accepted by Moody and the Auctioneer in pounds sterling.

4.8 At the time the Item is Knocked Down the Buyer enters into a contract with the Seller to purchase that Item (on the relevant terms set out in these conditions).

4.9 Save as otherwise set out in the Catalogue, the Seller undertakes to the Buyer that it the owner of the Item, is authorised to sell the Item and the Seller shall sell the Item to the Buyer with full title guarantee.

4.10 In the event that after the sale:

(a) the Seller is not able to give a good and sufficient title to an Item purchased by the Buyer; or

(b) if in the Seller's opinion the removal of an Item will endanger or permanently damage any building, other property or person; or

(c) if the Seller is unable or unwilling to sell the Item for any reason whatsoever (such reason being at the Seller's absolute discretion) the Seller may by written notice to the Buyer rescind the sale of the Item and Moody or the Seller shall repay to the Buyer any and all monies paid by the Buyer to Moody in respect thereof and following payment of such monies Moody and the Seller shall have no further liability to the Buyer in respect of such Item.

5. CONDITION OF EQUIPMENT

5.1 All Equipment is sold as used equipment and is not supplied as new unless otherwise stated in the Catalogue. All Equipment is sold to the Buyer on an 'as is' basis and is sold with all faults, imperfections and errors of description (such faults, imperfections and errors of description are not purported to be exhaustive). No warranty is made as to the condition, quality, suitability, fitness for purpose and capability of an Item.

5.2 Illustrations, descriptions and comments in the Catalogue are for identification purposes only and no warranty is made as to the accuracy or completeness of such illustrations, descriptions and comments. Any comments in the Catalogue in relation to the authorship, attribution, genuineness, origin, date, age, provenance, condition, quality, suitability, fitness for purpose and capability of an Item are statements of opinion only and the Buyer should rely on its own judgement prior to sale in connection with such matters.

5.3 Moody and their agents are not responsible for errors of descriptions (including but not limited to any inaccuracy or any incompleteness) or for the genuineness or authenticity of any Item.

5.4 The Buyer acknowledges that it has not relied on any statement, warranty or representation made by or on behalf of the Seller other than those which are which expressly stated in the Catalogue to be a statement, warranty or representation that can be relied on.

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

6. LEGISLATION AND SAFETY

6.1 It is expressly brought to the Buyer's attention that:

- (a) the Equipment may not necessarily comply with the Legislation affecting the use, operation, removal, transportation and disposal of any Equipment;
- (b) the Seller does not warrant, represent or guarantee that the Equipment complies with the Legislation;
- (c) in the case of Equipment which are vehicles, no vehicle is warranted or held out to be road worthy and no Item is warranted or held out to be merchantable or safe for use or complying with any Legislation for use, display or movement and all vehicles are sold as scrap;
- (d) certain types of Equipment (or associated main service installation) could contain dangerous and hazardous substances (including but not limited to blue & white asbestos and dangerous chemicals), which if not handled correctly during their removal, use, operation, transportation and disposal could be in breach of the Legislation and (where appropriate) the Buyer undertakes to use an approved and licensed contractor during such removal, transportation and disposal;
- (e) the Buyer undertakes not to use, operate, remove, transport and dispose any Item purchased until the Buyer is satisfied that the Item complies with the relevant Legislation;
- (f) the Buyer undertakes to comply with all Legislation in connection with the use, operation, removal, transportation and disposal of any Item purchased; and
- (g) the Buyer shall fully indemnify Moody and the Seller for any losses, damages, costs and expenses incurred by them due to any failure by the Buyer to observe its obligations and undertakings in this condition.

7. COLLECTION AND LIFT-OUT SERVICES

7.1 On the date that the Item is Knocked Down or the date Moody provides a Lift-Out Service, unless otherwise agreed by Moody in writing, the Buyer shall at its own expense collect (including transportation) the Item from the Seller's premises. In the event that the Item is not collected on the due date, the Buyer shall pay reasonable storage costs in connection with the storage of the Item to Moody.

7.2 A Lift-Out Service may be required to remove an Item. Any Lift-Out Services Charges will be set out in the Catalogue or agreed between Moody and the Buyer.

7.3 The timings and date of any Lift-Out Services provided by Moody are at the absolute discretion of Moody. In the event that the Buyer has a request as to the timing and date of any Lift-Out Services, it shall notify Moody of such request at least 5 Business Days before the auction provided always that the finalisation of the timings and date of any Lift-Out Services provided by Moody are at the absolute discretion of Moody.

7.4 Where Moody provides Lift-Out Services, (where applicable) Moody shall notify the Buyer at least 2 Business Days before the Lift-Out Services are provided of the date and timing of such Lift-Out Services in order that the Buyer can arrange for the collection and transportation of the Item from the Seller's premises.

7.5 In circumstances where Moody provides a Lift-Out Service, subject to conditions 10.4 and 10.5 Moody shall be liable for damage caused to the Item during the Lift-Out Service.

8. RISK AND OWNERSHIP

8.1 Ownership of the Item purchased shall not pass to the Buyer until the Buyer has made payment in full to Moody of the Total Amount Due together with any storage costs, interest, charges and expenses due under these conditions.

8.2 Any Item purchased shall be at the Buyer's risk when the Item is Knocked Down. The Buyer is responsible for insuring any Item purchased from the time that the Item is Knocked Down.

8.3 Subject to conditions 7.3 and 10.5 after the Item has been Knocked Down Moody, the Seller and their agents shall not be responsible for any loss or damage incurred of any kind, whether caused by negligence or otherwise, while the Item is under the custody or control of Moody or the Seller.

9. TOTAL AMOUNT DUE, BUYER'S PREMIUM AND PAYMENT

9.1 The amount payable by the Buyer for the Item shall be the aggregate of the Hammer Price in respect of the Item sold, the Buyer's Premium and any Lift-Out Service Charges (if applicable) plus (in each case) any applicable VAT (being the Total Amount Due).

9.2 The Total Amount Due is payable to Moody immediately after the Item is Knocked Down (unless otherwise agreed in writing by Moody).

9.3 All payment shall be made in pounds sterling and 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).

9.4 Time for payment shall be of the essence and no payment shall be deemed to have been received until Moody has received cleared funds.

9.5 If the Buyer fails to pay the Total Amount Due on the due date for payment, without prejudice to any other right or remedy that the Seller or Moody may have pursuant to condition 9.6 the Buyer shall be liable to pay interest to Moody on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment provided always that Moody reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

9.6 If the Buyer is in breach of its obligations under these conditions (including but not limited to condition 9, without prejudice to any other right or remedy

that the Seller or Moody shall be entitled to exercise one or more of the following rights:

- (a) to proceed against the Buyer for damages for breach of contract which shall include but not be limited to all costs (legal or otherwise) of removal, transportation, storage and insurance costs associated with such breach;
- (b) to rescind the sale of that Item and/or any other Item sold to the defaulting Buyer;
- (c) to remove, store, and insure the Item at the expense of the defaulting Buyer;
- (d) to re-sell the Item or cause it to be re-sold and the defaulting Buyer shall pay to Moody any resulting deficiency between the Total Amount Due and the amount of the sale price relating to the re-sale of the Item together with all properly incurred expenses relating to the re-sale of the Item;
- (e) to use any money deposited as part payment for the Item (such monies being forfeited to Moody) to pay out all properly incurred expenses to resell the Item with any excess being used 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.
- (f) to retain that Item and any other Items purchased by the same Buyer and release any such Items only after receipt by Moody of all amounts owing by that Buyer to Moody;
- (g) 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;
- (h) 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;
- (i) to recover and repossess the Item and to that extent the Buyer grants Moody and the Seller (and their agents and employees) an irrevocable licence at any time to enter any premises where the Item is or may be stored in order to recover it.

9.7 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.

9.8 The Buyer shall make all payments due under these conditions in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer.

10. LIMITATION OF LIABILITY - The Buyer's Attention Is Particularly Drawn To This Condition

10.1 The following provisions set out the entire liability of Moody and the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- (a) any breach of these conditions;
- (b) any use made by the Buyer of the Item; and
- (c) any representation, statement or tortious act or omission including negligence arising under or in connection with these conditions.

10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these conditions.

10.3 Nothing in these conditions excludes or limits the liability of Moody and the Seller:

- (a) for death or personal injury caused by (as the case may be) Moody's or the Seller's negligence;
- (b) for any matter which it would be illegal for Moody or the Seller to exclude or attempt to exclude its liability; or
- (c) for fraud or fraudulent misrepresentation by (as the case may be) Moody or the Seller.

10.4 Moody shall accept liability to the Buyer in respect of damage to the tangible property of the Buyer resulting from the negligence of Moody or its agents or sub-contractors up to a maximum amount of £10 million for each event or series of connected events.

The Buyer's attention is in particular drawn to the provisions of conditions 10.5 to 10.7.

10.5 Subject to conditions 10.2 - 10.4 (inclusive):

- (a) Moody's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these conditions shall be limited to the aggregate amount of the Buyer's Premium and the Lift Out Service Charges (if any); and
- (b) Moody shall not be liable to the Buyer for any (i) pure economic loss, (ii) loss of profit, (iii) anticipated savings, (iv) loss of business (v) depletion of goodwill or (vi) similar loss in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with these conditions.

10.6 Subject to conditions 10.2 - 10.4 (inclusive):

- (a) the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these conditions shall be limited to the Total Amount Due less the aggregate amount

of the Buyer's Premium and the Lift Out Service Charges (if any); and
(b) the Seller shall not be liable to the Buyer for any (i) pure economic loss, (ii) loss of profit, (iii) anticipated savings, (iv) loss of business (v) depletion of goodwill or (vi) similar loss in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with these conditions.

10.7 A potential Buyer acknowledges and agrees that there may be Technical Problems that interrupt or prevent Moody (or its nominee contracted to provide the Internet Auction Service) from providing an Internet Auction Service (including but not limited to matters occurring during the bidding process for an Item) and a potential Buyer acknowledges and agrees that in the event that there is a Technical Problem Moody (or its nominee contracted to provide the Internet Auction Service) and the Seller shall not be liable to the potential Buyer for any (i) pure economic loss, (ii) loss of profit, (iii) anticipated savings, (iv) loss of business (v) depletion of goodwill or (vi) similar loss in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with a Technical Problem.

11. CONFIDENTIALITY

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

- (a) trivial or obvious;
- (b) already in its possession other than as a result of a breach of this condition;
- (c) in the public domain other than as a result of a breach of this condition; and
- (d) as may be required to be disclosed by any law, court order or any governmental or regulatory authority

11.2 Each of the parties undertakes to the other parties to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of this condition 11 by its employees, agents and subcontractors.

12. TERMINATION

12.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate these conditions immediately on giving notice to the other party if:

- (a) the other party fails to pay any amount due under these conditions on the due date for payment;
- (b) the other party commits a material breach of any of these conditions and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach;
- (c) the other party has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the other party or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the other party or for the granting of an administration order in respect of the other party, or any proceedings are commenced relating to the insolvency or possible insolvency of the other party;
- (d) the other party suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this condition 12.1; or
- (g) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

12.2 On termination of these conditions for any reason the accrued rights and

liabilities of the parties as at termination shall not be affected the following conditions shall survive and continue in full force and effect:

- (a) condition 10;
- (b) condition 11;
- (c) condition 12; and
- (d) condition 14.

13. FORCE MAJEURE

13.1 No party shall be liable to another party if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes or accidental or malicious damage. A party claiming to be unable to perform its obligations under these conditions (either on time or at all) in any of the circumstances set out in this condition must immediately notify any other party of the nature and extent of the circumstances in question.

14. GENERAL

14.1 These conditions and the Catalogue constitute the whole agreement between the parties in relation to its subject matter and supersede all previous agreements between the parties relating to its subject matter.

14.2 No variation of these conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.

14.3 If any provision of these conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the these conditions and the remainder of such provision shall continue in full force and effect.

14.4 Failure or delay by any party in enforcing or partially enforcing any provision of these conditions shall not be construed as a waiver of any of its rights under these conditions.

14.5 Any waiver by any party of any breach of, or any default under, any provision of these conditions by another party shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of these conditions.

14.6 The Buyer shall not be entitled to assign, transfer or charge these conditions (or part of them) or any right under them without the prior written consent of the Seller and Moody.

14.7 These conditions are made for the benefit of the Seller, the Buyer, the Auctioneer, Moody and any Affiliate of Moody and are not intended to benefit, or be enforceable by, anyone else. Save as otherwise provided in this condition, The Contracts (Rights of Third Parties) Act 1999 shall not apply to these conditions.

14.8 All communications between the parties under these conditions shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax to its registered office or last known fax number and communications shall be deemed to have been received:

- (a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);
- (b) if delivered by hand, on the day of delivery; or
- (c) if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

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

14.10 The formation, existence, construction, performance, validity and all aspects of these conditions shall be governed by English law and the parties submit to the jurisdiction of the English courts.