

BROWN & CO

SALE BY AUCTION OF TRACTORS, MATERIALS HANDLERS, TRAILERS, IMPLEMENTS, LIVESTOCK EQUIPMENT & WORKSHOP EQUIPMENT



LOT: 615



LOT: 619



LOT: 618



LOT: 614



LOT: 613



LOT: 541



LOT: 556



LOT: 540

Tuesday 16th September 2025 at 10.00am

Greenlands Farm, Great Limber, Lincolnshire, DN37 8LY

BidSpotter
co.uk

i-bidder.com

BROWN & CO

Property and Business Consultants



On Instructions from J M Robinson & Son LTD

AUCTION OF TRACTORS, MATERIALS HANDLERS, TRAILERS, IMPLEMENTS, LIVESTOCK EQUIPMENT & WORKSHOP EQUIPMENT

Tuesday 16th September 2025
Commencing 10.00am prompt

Greenlands Farm, Great Limber, Lincolnshire, DN37 8LY

Viewing: 10am until 4pm on Monday 15th September 2025
and on the morning of the sale from 8am only



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Please note that this Catalogue is subject to change,
for an up-to date lot list please visit brown-co.com

Purchasers Please Note

LOCATION

From the north:

From junction 5 of the M180, known as Barnetby Interchange, take the south exit onto A18, signposted Brigg. Then at the roundabout take the first exit left, signposted Humberside Airport A18. Stay on A18 through the villages of Melton Ross, past the airport, and south toward the village of Great Limber. From there turn right, following the signs for Caistor, Swallow, Grasby. Continue south on the unnamed road for approximately 1 mile until you see Brown & Co branded signs directing you to the sale day car park. Please follow these.

From the south:

From the A15 roundabout known as Caenby Corner, take the east exit onto A631, signposted Market Rasen, Caistor. Continue east for approximately 8.5 miles, through the villages of Glentham, continuing onto A1103 Top Road, until a crossroads. Turn left, heading north on Caistor Road A46 for approximately 7 miles, through the village of Nettleton and along the Caistor Bypass until the crossroads. Take the left turn north onto A1173 signposted Humber Bridge, airport. After approximately 1 mile turn left off Riby Road onto the unnamed road heading north. Continue for approximately 2.5 miles until you see Brown & Co branded signs directing you to the sale day car park. Please follow these. Once you are near the sale ground, Brown & Co branded direction signs will be up at key turns to direct you. Please look out for & follow the Brown & Co signage for car parking.

The sale ground will be signposted on the sale day and the nearest postcode is **DN37 8LY**.

What3words: ///circus.tasty.feasting

All persons attending the sale ground are reminded that there may be risks on the site including moving machinery and vehicles and to exercise caution at all times with any children being fully supervised at all times. Any incidents that occur on the sale ground should be reported immediately to the Brown & Co office for details to be recorded. No vehicles will be permitted onto the sale ground during the sale.

PAYMENT DETAILS

All lots become the sole risk of the buyer at the fall of the hammer. The property in a lot purchased shall not pass to the buyer or be removed until payment has been cleared of the full purchase price (including commission and VAT) to the auctioneers. All lots must be paid for upon the receipt of the invoice sent by the auctioneers and within 1 week of the sale date. In order to comply with Money Laundering Regulations 2017, we are unable to accept cash payments for sums in excess of £7,500 either as a single payment or multiple payments totalling £7,500.

CARD PAYMENTS

We are able to accept Debit Cards only. Payments by Credit Card are not acceptable.

CHEQUE PAYMENTS

Buyers unknown to the auctioneers wishing to pay by cheque with immediate clearance must be accompanied by a written Bank reference for a sum equal to or in excess of the total invoice. The reference must specify the sale location, date, the account details upon which the cheque will be drawn and the amount up to which their cheque will be honoured.

Purchasers Please Note

REMOVAL OF LOTS

No lots may be removed from site unless accompanied by a receipted invoice. All lots are to be removed by **Tuesday 23rd September 2025**.

LOADING FACILITIES

Loading facilities will be available on sale day until 5pm only. Loading outside these times will be strictly by arrangement with the Sellers. Any lots remaining after **Tuesday 23rd September 2025** will be re-sold (see section 12 of the Conditions of Sale).

The Auctioneers and Seller will not accept any responsibility or liability for the loss or damage to lots left on the sale ground and **all Buyers are reminded that they are entirely responsible for any lot purchased from the fall of the hammer.**

Vehicles entering the sale ground for loading must operate below a 5mph speed limit and move with caution.

BUYER'S FACILITIES

All potential Buyers are requested to register with the Auctioneers and complete a Buyer's Number Slip and be allocated a Buyer's Number. Bids may not be accepted without a Buyer's Number.

BUYER'S PREMIUM

A Buyer's Premium of 5% of the hammer price is payable on all lots. This is subject to VAT @ 20%.

ONLINE BIDDING

Live online bidding will be available at this sale via bid.brown-co.com, i-bidder.com or bidspotter.co.uk. A 2% plus VAT internet surcharge will be added to the hammer price for successful bids made online through bid.brown-co.com, i-bidder.com or bidspotter.co.uk. We recommend that registration for online

bidding is made before the day of the sale. Brown & Co accepts no liability whatsoever for any loss of connectivity and the ability to bid on the day of the sale and strongly recommends attending the sale in person to ensure that ability to bid is maintained.

VAT

VAT will be payable on all lots in addition to the hammer price at the standard rate.

CONDITIONS

The sale will be conducted under our standard Conditions of Sale reproduced in this catalogue. All prospective Buyers should ensure that they have read and understood those Conditions. The act of bidding will be taken as acceptance of them.

REFRESHMENTS

These will be available on the sale day.

COMMISSIONS

The Auctioneers will be pleased to take written commission bids prior to the sale. Forms are available on request.

ENGINE HOURS

Neither the Sellers nor the auctioneers make any warranty regarding engine hours or vehicles mileages.

INSPECTION OF EQUIPMENT

No powered machinery or equipment may be started without the prior approval of a Brown & Co representative.

FORTHCOMING SALES

If you wish to receive catalogues of future sales, please leave your name and full address at our pay office.

CATALOGUE ENTRIES

Whilst every attempt is made to ensure that the descriptions are accurate, no

Purchasers Please Note

guarantees are either given or implied. Buyers should be aware that from time to time, lots are withdrawn and other lots added. Please contact the auctioneers prior to the sale to ensure that the machinery has been delivered onto the sale ground.

VIEWING

Monday 15th September 2025 from 10am - 4pm and on the morning of the sale from 8am.

EXPORT OF GOODS

All goods purchased at Brown & Co auctions that are to be exported or removed from the United Kingdom will:

1. Be dealt with under the requirements set out of HM Customs and Excise publications:

- a) VAT Notice 703 dated January 2021 – Good exported from the UK from January 2021.

2. Be ZERO RATED for VAT purposes subject to the following conditions being met:

- a) The goods are removed from Great Britain within three months from the time of supply (the date of auction).

- b) Brown & Co are provided with valid commercial documentary evidence that the goods have been removed from Great Britain within three months of the auction date.

Unless and until the above requirements are fulfilled Purchasers will be charged VAT at the Great Britain standard rate (currently 20%). This will only be refunded if all requirements within the regulations are met within the specified time limits.

Upon receipt of cleared funds the Purchaser at auction takes ownership of the goods and goods will not leave a vendors premises until this is the case. The Purchaser or their agent will be responsible for removing the goods from Great Britain and will act as the importer of record and will be responsible for payment of any VAT, duties, goods and services tax, or other sales or import taxes or duties arising on the exportation of the goods from Great Britain and the importation of the goods into any country.

Neither Brown & Co or the Vendor are responsible for any VAT, duties, goods and services tax, or other sales or import taxes or duties arising on the exportation of the goods from Great Britain and the importation of the goods into any country by the Purchaser or their agent.

Further Guidance is available here for goods leaving the United Kingdom:

<https://www.gov.uk/check-customs-declaration>

Sale by Auction

MISCELLANEOUS WORKSHOP EQUIPMENT, SPARES AND SUNDRIES

- 1-200 Quantity of misc workshop equipment, spares, tools and sundries
- 201 Vintage scales
- 202 Vintage bag weigher
- 203 Vintage elevator
- 204 Vintage sugar beet conveyor
- 205 Vintage hay rake
- 206 **Tata** pickup canopy
- 207 Diesel workshop heater – spares or repairs
- 208 Twin wheel feed barrow
- 209 Work bench
- 210 Pillar drill
- 211 **Ehrle** pressure washer
- 212-215 Quantity blue barrels
- 216 3phase continuous flow dryer – spares or repairs
- 217 Compressor
- 218 **Lister** PTO driven generator
- 219 **Vicon** Hi-throw sucker blower
- 220 6 inch auger
- 221 **Swift lift** Interstore elevator, c/w hopper
- 222-225 Quantity grain walling
- 226 Combine header trolley
- 227 Crop fleece/cover
- 228 Metal tank on brackets
- 229 **Cleanacres** tank, c/w Honda engine – spares & repairs
- 230 **Watson** fuel tank
- 231 **Wiles** kerosine tank (brand new)
- 232 IBC
- 233 IBC
- 234-240 Quantity tractor weights
- 241-250 Quantity wheel weights
- 251 Pair of 13.6/2-R38 dual wheels & tyres
- 252-265 Quantity of misc wheels and tyres

LIVESTOCK EQUIPMENT

- 266-290 Quantity calf buckets & livestock sundries
- 291 Run through foot bath
- 292 Wool sheet cradle
- 293-300 Quantity alkathene water pipe
- 301-320 Quantity plastic water troughs
- 321-330 Quantity galvanised water troughs
- 331-340 Quantity galvanised feed troughs
- 341-350 Quantity freestanding hay racks
- 351-360 Quantity timber hay racks
- 361-370 Quantity hay racks to fit hurdle
- 371-380 Quantity feed barriers with timber troughs to suit sheep
- 381 Creep feeder
- 382 Creep feeder
- 383 Creep feeder
- 384 **Portequip** creep feeder
- 385-396 Quantity timber fence posts
- 397-410 Quantity barbed wire
- 411-430 Quantity sheep netting
- 431-450 Quantity electric fencing equipment
- 451-470 Quantity gates
- 471-490 Quantity pen sections / hurdles
- 491-510 Quantity galvanised ring feeders
- 511 Lamb adopter
- 512 Yoke/sheep headstock
- 513 Galvanised race & shedding gate
- 514 **WM Ironwork** sheep turnover crate
- 515 **Saltney Poldenvale** lamb weigh crate
- 516 Sheep handling system & foot bath race. C/w shedding gate
- 517 **IAE** galvanised handling system
- 518-530 Spare lots

ATTACHMENTS, IMPLEMENTS & CULTIVATION EQUIPMENT

- 531 2005 **Contact** work platform
- 532 **John Wallis** blade / scraper to fit 3point linkage
- 533 Pallet tine extenders, Reserved for 7 days after the sale
- 534 Single bale spike with Q-fit brackets
- 535 Twin bale spike on Q-fit brackets
- 536 2005 **Ritchie** bale squeeze on Q-fit brackets
- 537 Soil bucket on Q-fit brackets
- 538 **Strimech** beet bucket on Q-fit brackets
- 539 **Strimech** muck fork on Q-fit brackets
- 540 2008 **JCB** 2.75m³ bucket on Q-fit brackets. Serial no: 36992
- 541 2019 **JCB** Agri Powergrab on Q-fit brackets. Model: 980/B0013.
Serial no: BA0017080
- 542 Post knocker to fit 3point linkage
- 543 **Howard** rotavator
- 544 **Howard** rotavator
- 545 3m drag
- 546 Triple gang rolls
- 547 **Kidd** 3m flat roll. Concrete filled
- 548 4 leg subsoiler with discs & packer roll
- 549 **Greenland** P2 haybob 380
- 550 **New Holland** 253 grass rake
- 551 1995 **McConnel** Rhino Topper 9. Serial no: 1028280
- 552 2003 **Reco** Fella twin drum mower. Serial no: 4140
- 553 **Kongsilde** 5.5m pigtail cultivator
- 554 2002 **Opico** 3m vertikator box drill
- 555 **Vicon** 600 varispreader MK.ii
- 556 2021 **Cousins** T0PD1SC3M 3m press. Serial no: 2021266
- 557-600 Spare lots

Sale by Auction

TRAILERS

- 601 Steel tank mounted on single axle trailer
- 602 Single axle timber drop side trailer
- 603 Single axle timber drop side trailer
- 604 Single axle timber drop side trailer
- 605 Single axle hydraulic tipping trailer with timber drop sides, manual rear door & chute
- 606 Twin axle self-unloading forage box with timber sides
- 607 Twin axle self-unloading forage box with timber sides
- 608 Single axle flat bed trailer with timber floor
- 609 30ft bale trailer, c/w dolly
- 610 Galvanised ATV trailer
- 611 1979 **AS Marston** 8t trailer. On 11.5/80-15 wheels & tyres. Twin axle, hydraulic tipping, manual rear door
- 612 **Ifor Williams** P8G175 single axle single deck livestock trailer. C/w spare wheel. Serial no: 142127
- 613 2007 **Ifor Williams** TA510GL-14 twin axle single deck 14ft livestock trailer. On 175/75R160 wheels & tyres. C/w 2x internal gates, sprung tailgate, locking hitch, spare wheel. Serial no: SCK60000070521988

MATERIAL HANDLERS

- 614 1988 **Mustang** 2040 skidsteer loader. c/w muck grab, bucket, bale spike, pallet tines. Hours: 734. Serial no: SF9811002572
- 615 2002 **JCB** 530 70 Farm Special Super telehandler. On 440/70R24 wheels & tyres, c/w pallet tines. Reg: FY02 MMF. Hours: 6,595. Serial no: 0786649.
Reserved for 7 days after the sale

ATV'S

- 616 **Motoroma** 50cc child's quadbike
- 617 **Honda** TRX 250 ATV

Sale by Auction

TRACTORS

- 618 **Ford** 6600 tractor. On 11.5/80-15 front & 13.6R38 rear wheels & tyres. C/w set of front tyres. Reg: GFE 657T. Hours: 4,531. Serial no: D5NN6015J
- 619 **John Deere** 2850 tractor. On 11.2-28 front & 13.6R38 rear wheels & tyres. 2 spool valves, pickup hitch, toolbox. Reg: G319 WVL. Hours: 5,132. Serial no: *L02850U694080*

PUT INS FROM LOCAL VENDORS

- 620 **Kverneland** 6m CT line tine drill with DF2 front tank
- 621 **Simba** Flatliner 7 leg with cat 3 / 4 linkage end tow, Opico seeder and 2 packers included
- 622 **S & K Nitrobar** 1,500 litres with hydraulic pump and filters.
- 623 Fuel bowser 2,000 litres with pump
- 624 **Kuhn** topper RM320
- 625 **Cousins** 3m furrow press
- 626 **Ifor Williams** Canopy for pickup
- 627 Front linkage box (homemade)
- 628 Pallet of steel girders 200mm x 150mm, 2.8m long
- 629 Pack of 16 sleepers (10 packs)
- 630 24x **Horsch** Coulters to suit Sprinter
- 631 **Tafe** 45DI 4wd tractor with loader. C/w Cleated tyres and turf tyres, bucket and pallet forks
- 632 Trailer to suit Tafe 45DI tractor
- 633 **Rekord** rotovator F2-160. 1.6m working width. To suit Tafe 45DI tractor
- 634 2011 Nissan Navara. Miles: 110,000. C/w canopy & 10 months MOT

This image shows a full page of a document template designed for handwritten notes or answers. It features approximately 20 evenly spaced horizontal dotted lines across the entire width of the page, providing a guide for letter height and placement. The background is plain white, and there are no margins, headers, or footers visible.

This image shows a full page of white paper with horizontal dotted lines. The lines are evenly spaced and run across the width of the page, providing a guide for handwriting practice. There are no margins, text, or other markings on the page.

BROWN & CO

FORTHCOMING AUCTIONS

Onsite Sale of Vintage Farm Machinery & Equipment

30th August 2025
Birmingham

Onsite Sale of Modern Farm Machinery & Equipment

4th September 2025
Cambridgeshire

Online Sale of Modern Farm Machinery & Equipment

Ending 23rd September 2025
Bedfordshire

Onsite Sale of Modern Farm Machinery & Equipment

30th September 2025
Cambridgeshire

Online Timed Auction of Modern Farm Machinery & Equipment

Ending 8th October 2025
South Yorkshire

Onsite Sale of Modern Farm Machinery & Equipment

10th October 2025
Cambridgeshire

Online Timed Auction of Modern Farm Machinery & Equipment

Ending 22nd October 2025
Nottinghamshire

Onsite Sale of Modern Farm Machinery & Equipment

30th October 2025
Leicestershire

Conditions of Sale for Machinery Auction

With Buyers Premium

1 DEFINITIONS

(i) In these conditions the following terms have the following meanings unless inconsistent with the context:

“Auctioneers” means Brown & Co – Property and Business Consultants LLP (‘Brown & Co’), C.R.N. OC302092 whose registered office address is at The Atrium, St. Georges Street, Norwich, England, NR3 1AB;

“Commission” means the commission charged on the sale of Lots;

“Conditions” means the standard terms and conditions of business set out in this document;

“Lots” means all or any machinery and other items sold or intended to be sold in accordance with these conditions;

“Purchaser” means a person, firm or Company who purchase any Lot;

“Vendor” means a person, firm or Company who puts forward any Lot intended to be sold at the sale;

“Sale” means a sale of the Lots by auction from time to time organized by the auctioneers;

“Saleground” means the venue at which the sale takes place;

“Hammer Price” means the price at which a Lot is knocked down by the Auctioneer to the Purchaser; and

“Reserve Price” means the minimum price fixed by either the Auctioneers or Vendor at which any Lot is to be sold at the sale.

(ii) Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting one gender includes all genders, words denoting persons include corporations.

2 CONDITIONS OF SALE

(i) All persons attending the Sale in any capacity are deemed to attend on the understanding that they have read and understood these Conditions.

(ii) These Conditions may be supplemented or superseded by Special Conditions applicable to specific Sales. Please check with the Auctioneers who will announce any departures at the start of the sale.

(iii) These Conditions, the sale of the Lots and the participation in the auction are on the basis that the Purchaser is acting wholly or mainly within the Purchaser’s trade, business, craft or profession. The Purchaser should immediately notify the Auctioneers if this is not correct.

3 HEALTH AND SAFETY

(i) All persons entering the Saleground do so at their own risk and with notice of the condition of the premises and their contents.

(ii) All persons entering the Saleground are hereby made aware that there are significant risks on the Saleground including moving machinery and equipment;

(iii) Caution should be exercised at all times and children must be fully supervised at all times.

(iv) All persons entering the Saleground must take notice of all specific health and safety notices on display at individual sites. If in doubt, please consult the Auctioneers in charge.

(v) Any accidents or incidents that occur on the Saleground must be immediately reported to Brown & Co and details recorded in the accident book.

(vi) No powered machinery or equipment should be started without the prior approval of the Auctioneers.

(vii) No vehicles are permitted on the Saleground during the sale.

(viii) Any vehicles brought onto the Saleground to collect lots should be operated with extreme caution and within a 5mph speed limit.

(ix) The Auctioneers shall have the right at their discretion to refuse admission to their premises or attendance at their auctions by any person or entry of any lot onto the Saleground.

4 AUCTIONEERS STATUS

(i) The Auctioneers sell as agents for the Vendor except where they are stated wholly or partly to own any Lot as principal.

(ii) The parties to the contract of sale are the Vendor and the Purchaser. The Auctioneers are not responsible for any default by Vendor or Purchaser.

(iii) The Auctioneers includes any employee or agent of the Auctioneers who at the relevant time has the authority to conduct an auction sale.

5 LIMITATION OF LIABILITY

(i) This clause 5 sets out the entire financial liability of the Auctioneers (including any liability for the acts or omissions of its respective employees, agents and subcontractors) for:

(a) any breach of these Conditions however arising;

(b) any use made or resale of the Lots by the Purchaser; and

(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Conditions.

(ii) Nothing in these Conditions shall limit or exclude the Auctioneers liability for:

(a) death or personal injury resulting from negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any other liability which cannot be excluded or limited by applicable law.

(iii) Without prejudice to clause 5(ii), the Auctioneer shall not under any circumstances whatever be liable to the other,

Sale by Auction

whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

- (a) loss of profit;
- (b) loss of goodwill;
- (c) loss of business;
- (d) loss of business opportunity;
- (e) loss of anticipated saving; or
- (f) special, indirect or consequential damage,

suffered by any other party that arises under or in connection with these Conditions.

(iv) Without prejudice to clause 5(ii) or clause 5(iii), the Auctioneers total liability for all other losses arising under or in connection with these Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the Reserve Price.

(v) The Purchaser acknowledges that the Vendor has given the Purchaser a reasonable opportunity to inspect the Lots, and the Purchaser has satisfied itself as to the quality and condition of the Lots.

6 WARRANTY DECISIONS

In case of dispute as to the interpretation of these Conditions the decision of the Auctioneers shall be final and binding on all parties save as provided for in Clause 17(iv).

7 RESERVATIONS

- (i) The Auctioneers sell as agent for the Vendor and as such are not responsible for any default by the Vendor or Purchaser.
- (ii) The Auctioneers have absolute discretion without giving any reason to refuse any bid, to divide any Lot, to combine any two or more Lots, to withdraw any Lot from the auction and in case of dispute put up any Lot for auction again.

8 CATALOGUES AND ADVERTISEMENTS

The Auctioneers cannot guarantee that any Lot described in any Catalogue or advertisement will arrive for sale, nor that any description therein contained can be relied upon as accurate. Any illustrations in Catalogues are for general identification only.

9 RESERVE PRICE AND BIDDING

- (i) The Purchaser shall be the person who makes the highest bid acceptable to the Auctioneers.
- (ii) In the event of a dispute between two or more bidders as to which is the Purchaser, the dispute shall be settled at the absolute discretion of the Auctioneers.
- (iii) No bidding shall be retracted. The bidding increments will be regulated by the Auctioneers. No person may advance a bid less than a sum to be named from time to time by the Auctioneer.
- (iv) All Lots must be inspected by the Purchaser. Except as set out in these Conditions the bids are on the understanding that the Lot has been inspected and is purchased with all faults and imperfections.
- (v) The Auctioneers may accept written or verbal instructions to bid on behalf of prospective Purchasers but any instructions accepted shall be at the risk of the prospective Purchasers, who will be deemed to have viewed the Lot(s), and the Auctioneers accept no responsibility in connection with the commissioning of their Staff to bid for any Lots or for failure of telecommunications relating to bids made.
- (vi) The Auctioneers may without giving any reason, refuse to accept the bidding of any person.
- (x) The Auctioneers and/or the Vendor reserve the right to fix a Reserve Price for any lot. The Vendor may bid for any Lot either personally or through the Auctioneers or through any other person as many times as the Vendor thinks fit and may withdraw any Lot at any time before the sale of such Lot.

10 PAYMENT

- (i) All Purchasers must declare their names and addresses, (and produce proof of identity) and if required, to pay to the Auctioneers the amount of the purchase money and if appropriate VAT and any Buyer's Premium charged in cash immediately on the fall of the hammer. In default of which the Lot or Lots shall be offered again and re-sold at the Auctioneer's discretion.
- (ii) Lots must be paid for on the day of Sale, but the Auctioneers may at their absolute discretion, agree to accept payment by such other means or such other manner as they see fit.

11 RESPONSIBILITY FOR LOTS

After the fall of the hammer such risk and duty shall devolve upon the Purchaser.

12 RESERVATION OF TITLE

- (i) If not paid for on demand, the Lot shall be returned to the Saleground for resale.
- (ii) Title to Lots shall not pass to the Purchaser until payment in full is received (in cash or cleared funds) for the Lots, in which case title to these Lots shall pass at the time of payment of all such sums.
- (iii) Until title to Lots has passed to the Purchaser, the Purchaser shall:
 - (a) store those Lots separately from all other goods held by the Purchaser so that they remain readily identifiable as the Vendor's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to those Lots; and
 - (c) maintain those Lots in a good and marketable condition and keep them insured on the Vendor's behalf for their full price

Sale by Auction

against all risks with an insurer that is reasonably acceptable to the Vendor.

(iv) Subject to clause 12(v), the Purchaser may resell or use the Lots in the ordinary course of its business (but not otherwise) before payment for the Lots is made in full (if the Purchaser resells the Lots before that time it does so as principal and not as agent).

(v) If before title to Lots passes to the Purchaser, the Purchaser suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits any inability to pay its debts, or is deemed by the Auctioneers to be unable to pay its debts, then, without limiting any other right or remedy the Vendor may have:

(a) the Purchaser's right to resell the Lots or use them in the ordinary course of its business ceases immediately; and

(b) the Vendor may at any time require the Purchaser to deliver up all Lots in its possession that have not been resold, or irrevocably incorporated into another product.

(vi) In the event of sale by a Purchaser before payment has been made in full, the Purchaser shall hold the proceeds of such sale on trust for the Auctioneers (as agent of the Vendor).

(vii) In the event of breach of clause 10 or clause 12, the Auctioneers reserve the right to enter on to the property of the Purchaser, or others, to reclaim possession of any Lot.

13 BUYER'S PREMIUM

A Buyer's Premium of 5% of the hammer price is payable on all lots. This is subject to VAT @ 20%.

14 VALUE ADDED TAX ON PURCHASE PRICE

VAT at the standard applicable rate will be added to the sale price of all lots unless they are exempt.

15 WARRANTY AND INSPECTION OF GOODS

(i) Unless a warranty is specifically given for a particular Lot at the time of the Sale all Lots are sold with all faults and imperfections and errors of description. Purchasers should satisfy themselves prior to the sale of the Lot as to the condition of each Lot and should exercise and rely on their own judgement as to whether the Lot accords with its description. Neither the Auctioneers, their servants or agents are responsible for errors of description or for the genuineness or authenticity of any Lot. Unless otherwise stated no warranty is given by the Auctioneers, their servants or agents or by any Vendor to any Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.

(ii) If any Lots are described at the same time of the Sale as in "working order" such Lots shall have no defect which renders them incapable of the reasonable work for which they are intended and they must be capable of performing such work for a period of 7 days commencing at 12 noon on the sale day subject always to 15(v) to clause 15(vii) inclusive set out below.

(iii) Any Lot described by the Vendor as "just overhauled", "straight from work", "worked up to date of sale" or "as new" or any other similar description will be deemed to have been sold with a warranty that such Lot is in "working order".

(iv) All electrical items require a current Electrician's Safety Certificate and any item delivered without a Certificate will either be refused entry or have the lead and plug removed and sold as scrap. Where electrical equipment is sold without specific instructions for use it the responsibility of the Purchaser to take independent advice as to the correct operating procedures and any characteristics specific to them. The Auctioneers and Vendor shall have no responsibility for the safe use of the item.

(v) The Purchaser of any Lot is responsible for complying with all legal requirements as to the safe use of Lots purchased at the Sale and shall ensure compliance with all relevant legislation relating to the safe use of such Lots.

(vi) The Purchaser will be deemed to have inspected any Lot and will be solely responsible for ensuring that the Lot complies with the Health & Safety at Work Act 1974 and in particular Sector Information Minute 01/2006/03 as issued or subsequently amended by the Health and Safety Executive or subsequent governing body prior to commencing use or work with such Lot.

(vii) The Purchaser will provide if requested by the Vendor or the Auctioneer acting as Agent on behalf of the Vendor a written undertaking pursuant to Section 6(8) of the Health and Safety at Work Act 1974 to confirm that all duties under Sections 6(1)

(a) or 6(1a) of the Health & Safety at Work Act 1974 have passed to the Purchaser at the fall of the hammer.

16 COMPLIANCE WITH ROAD TRAFFIC ACTS

The Purchaser of any vehicle or trailer is responsible for complying with all legal requirements as to the construction and the use of such vehicle or trailer and for obtaining all certificates, permits or other authorization necessary before such vehicle or trailer can be used on the road.

17 ACCEPTANCE AND DEFECTIVE LOTS

(i) If the Purchaser fails to give notice of rejection in accordance with this clause, it shall be deemed to have accepted the Lots.

(ii) Any Purchaser disputing the accuracy of any description or alleging breach of warranty of a Lot purchased shall:

(a) in the case of a defect that is apparent on normal visual inspection, no later than 12:00 noon on the third working day following the sale date; and

(b) in the case of a latent defect, give notice to the Auctioneers as soon as possible following the latent defect having become apparent.

(c) return the Lot to the Saleground (or other such location as notified to the Purchaser by the Auctioneers) with seven days of the Purchaser's notice; and

(d) within seven days of the Auctioneer's request, provide a competent engineer's report setting out full details of the alleged defect.

Sale by Auction

(iii) The Purchaser's rights under clause 18 shall not apply if:

- (a) the Purchaser makes any further use of those Lots after giving notice or discovering the defect;
 - (b) the defect arises because the Purchaser failed to follow any oral or written instructions for the storage, commissioning, installation, use and maintenance of the Lots or (if there are none) good trade practice regarding the same;
 - (c) the Purchaser alters or repairs those Lots;
 - (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (e) the Lots differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- (iv) The Auctioneers may appoint as arbitrator any person including but without limitation any partners of their own firm or any person in their employ who decision shall be final and binding on the Vendor and the Purchaser.

18 RESALE DUE TO FAILURE OF COMPLIANCE

- (i) On failure of compliance with the conditions, the Auctioneers may without prejudice to any other rights they may have, resell the Lot or Lots, either by public auction or private contract and the deficiency (if any) arising upon the resale together with all expenses shall be due as a debt by the defaulter of the first sale.
- (ii) The defaulter shall not be entitled to any surplus which may arise by such re-sale, which shall remain the property of the Auctioneers.
- (iii) Expenses shall be deemed to include the usual Auctioneers' commission on the re-sale and all expenses for porters, advertising, market tolls, carriage, care, storage, keep and otherwise.
- (iv) For the avoidance of doubt, if any Lots are subject to a resale the Auctioneers shall not be required to obtain an equal or greater sale price than achieved during the first sale.

19 AUCTIONEERS' RIGHT TO ANNUL SALES

- (i) In the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser, the Auctioneers may, entirely at their discretion, annul and cancel the sale of such Lot or Lots.
- (ii) Persons attending the sale are respectfully reminded that verbal or physical abuse to any person, especially the Auctioneers' staff, will not be tolerated.

20 REMOVAL OF LOTS FROM SALEGROUND

- (i) All Lots whether sold or unsold may not be removed from the Saleground without a pass for the removal of Lots. Passes must be obtained from the Auctioneers' offices. All Lots must be checked out by a representative of the Auctioneers.
- (ii) All Lots purchased must be cleared from the Saleground within seven days of the date of the Sale in which they were purchased.
- (iii) The Auctioneers reserve the right to sell entirely without reserve by auction at the next, or at any future Sale, any sold or unsold Lot which remains in the Saleground for longer than the times specified in clause 20(ii) above, unless they have received and accepted in their sole opinion a satisfactory explanation in writing from the Purchaser or Vendor as to why the Lot remains in the Saleground.

21 THIRD PARTY RIGHTS

A person who is not a party to a contractual relationship under these Conditions, shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

22 ENTIRE AGREEMENT

You acknowledge that you have not relied on, and shall have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Conditions.

23 SEVERANCE

- (i) If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to, or deletion of, a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Conditions.
- (ii) If any provision or part-provision of the Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

24 APPLICABLE LAW

These Conditions shall be governed and constructed in accordance with English Law. All transactions to which these Conditions apply and all connected matters shall also be governed by English Law.

BROWN & CO

MACHINERY AUCTIONS

Brown&Co have an excellent reputation for providing professional and successful machinery auction service throughout the UK. We arrange and organise both on site and national online auctions and both dispersal and collective auctions, meaning we have a service to suit all clients, whether disposing of one item or a full collection. Our auctions are well attended and run smoothly due to our enthusiasm and dedication which ensures a successful outcome for both sellers and buyers.

We conduct sales on behalf of private individuals and businesses as well as Insolvency Practitioners, Local Authorities and Statutory Bodies and for various reasons ranging from retirement to restructuring and we are able to tailor our service to suit their needs. Our auctions are promoted widely to our extensive database of contacts and we market the sale thoroughly including social media and website.

Our experience and knowledge ensures sale proceeds are maximised and the whole auction is conducted in an efficient way. Please feel free to contact us with any queries; whatever your location.

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