



## FIVEMILETOWN CREAMERY

**Contents of Hard & Soft Cheese Manufacturing Facility. Range of Stainless Steel Milk Silos, Cheese Vats & Tables, Block Forming Towers, Pasteurisers, Separators, Cutting & Packing Equipment, CIP Sets, Lab Equipment, Tables, Sinks, Puma Pumps etc**

**Viewing: Tuesday 15th & Wednesday 16th September 2020 9am - 4.30pm**

**Sale Start: Bidding for all lots opens at 10:00am on Monday 48th September 2020.**

**Sale Close: Bidding for first lot closes at 10:00am on Tuesday 22nd September 2020.**

**Sale Registration: [www.moodyauctions.com](http://www.moodyauctions.com)**

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

# GENERAL REMARKS

## SITE REQUIREMENTS FOR VIEWING LOTS

Visitors to site will be required to wear safety shoes and hi-vis vest or coat.

## HEALTH & SAFETY

Visitors to the site are bound by the Auctioneer's and Vendor's Health & Safety requirements. No children are allowed on site.

## Covid 19 - Update

***Please bring your own face mask covering. In line with government guidelines, the wearing of these will be mandatory at 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 found on auction invoice.

## MONEY LAUNDERING REGULATIONS

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

## 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 30th October 2020. No weekend or Bank Holiday working will be permitted.
- D. Collections arrangements made through Site Manager, Dominic Willows (07730 897098).

# FIVEMILETOWN CREAMERY

LOT NO	LOT DESCRIPTION	LIFT OUT	NOTES
1	APV 2-3-9 Puma Pump 7.5kw motor S/N D16986MT	£25	
2	Stainless Steel balance tank with lid circa 40 litre capacity dimensions 340mm dia x 1000mm high	£25	
3	PD 340 Flow meter with display Model C25 1" pipe connections	£10	
4	60,000 Litre Stainless Steel Insulated and Clad Tank with Side Agitator on Flat Base and Bottom Manway	£900	
5	APV 2-3-9 Puma Pump 7.5kw motor S/N D1297	£25	
6	60,000 Litre Stainless Steel Insulated and Clad Tank with Side Agitator on Flat Base and Bottom Manway	£900	
7	Ballie Engineering 30,000 Gallon Stainless Steel Insulated and Agitated Silo	£900	
8	Stainless Steel Insulated and Jacketed Mix Tank with Access Ladder 3200 mm High x 2000mm Diameter	£250	
9	APV 2-3-9 Puma Pump 2.2kw motor S/N D1319M	£25	
10	APV 2-3-9 Puma Pump 5kw motor S/N D6653MT	£25	
11	Blackwater 25,000 Gallon Stainless Steel Insulated and Partial Jacketed Silo with Agitator	£900	
12	350 Litre Stainless Steel Insulated Tank with Hinged Lid on Stand 1500 mm High x 1000 mm Diameter	£50	
13	APV 2-3-9 Puma Pump S/N D4089M	£25	
14	APV 2-3-9 Puma Pump S/N B4218	£25	
15	Alfa Laval 5,000 Litre Stainless Steel Insulated and Chilled Horizontal Tank with Top Mounted Agitator 3000 mm x 1850 mm x 1700 mm High	£150	
16	Stainless Steel Insulated Horizontal Tank with top manway circa 9,000 litres 4000 mm x 1800 mm x 2400 mm high	£150	
17	Westfalia SAMM 20006 Separator S/N 1647285	£1,250	
18	APV 1 1/2-2-7 Puma Pump 5.25" Impellor, 1.1kw motor S/N A17155MT	£25	
19	APV Cheese Milk Pasteuriser 17,000 LPH Comprising APV N35 Heat Exchanger, 2 x Puma Pumps, Balance Tank, Hot Water Set, Holding Tube & Control Panel	£1,250	
20	Twin Tank CIP Set Comprising 2 x Stainless Steel Single Skin Tanks circa 1500 Litres, 2 x APV Puma Pumps and APV HX Heat Exchanger with 31 plates	£650	
21	Dari-kool Rectangular Chilled Tank with Twin Hinged Lids and Top mounted Agitator 2150 mm x 1250 mm x 1650 mm High Circa 1,000 Litre Capacity	£200	
22	APV 2-3-9 Puma Pump 4kw Motor S/N D5560MT	£25	
23	APV HX Plate Heat Exchanger with 55 Plates	£75	
24	18,000 Litre Stainless Steel Cheese Vat Enclosed with Cutters & Stirrers Dimension 4800 mm x 3200 mm x 2700 mm High	£1,250	
25	18,000 Litre Stainless Steel Cheese Vat Enclosed with Cutters & Stirrers Dimension 4800 mm x 3200 mm x 2700 mm High	£1,250	
26	18,000 Litre Stainless Steel Cheese Vat Enclosed with Cutters & Stirrers Dimension 4800 mm x 3200 mm x 2700 mm High	£1,250	
27	18,000 Litre Stainless Steel Cheese Vat Enclosed with Cutters & Stirrers Dimension 4800 mm x 3200 mm x 2700 mm High	£1,250	
28	18,000 Litre Stainless Steel Cheese Vat Enclosed with Cutters & Stirrers Dimension 4800 mm x 3200 mm x 2700 mm High	£1,250	
29	Scarda Control Panel	£200	
30	Stainless Steel Cooling/Draining/Cutting Table 13100mm x 1800mm x 400mm - 2500mm Overall Height with APV 2-2.5-9 Puma Pump and Balance Tank	£1,500	
31	Stainless Steel Cooling/Draining/Cutting Table 13100mm x 1800mm x 400mm - 2500mm Overall Height with APV 2-2.5-9 Puma Pump and Balance Tank	£1,500	
32	Stainless Steel Cooling/Draining/Cutting Table 13100mm x 1800mm x 400mm - 2500mm Overall Height with APV 2-2.5-9 Puma Pump and Balance Tank	£1,500	
33	Stainless Steel Cooling/Draining/Cutting Table 13100mm x 1800mm x 400mm - 2500mm Overall Height with APV 2-2.5-9 Puma Pump and Balance Tank	£1,500	
34	APV 2-2-9 Puma Pump Serial Number D10635MT	£25	
35	Tetra Pak Stainless Steel Mobile Cheese Auger model C5122	£50	
36	Stainless Steel Curd Saver - 2880mm x 2200mm x 2400mm High with APV 2-3-9 Puma Pump, APV 2-2-9 Puma Pump & Stainless Steel Balance Tank	£500	
37	2 off Stainless Steel Wash Troughs - 2500mm x 500mm x 1000mm High, 4500mm x 300mm x 300mm High	£50	
38	2 x Stainless Steel Knee Operated Sinks with Dispensers, 1 with Redring Water Heater	£25	
39	Stainless Steel Wincanton Engineering Cheese Tower 5000mm x 500mm Diameter	£950	

LOT NO	LOT DESCRIPTION	LIFT OUT	NOTES
40	Stainless Steel Wincanton Engineering Cheese Tower 5000mm x 500mm Diameter	£950	
41	Stainless Steel Wincanton Engineering Cheese Tower 5000mm x 500mm Diameter	£950	
42	APV 2-3-9 Puma Pump Serial Number D19442MT with 7" Impeller & 7.5kW Motor	£25	
43	Stainless Steel Balance Tank 1000mm x 900mm Diameter	£25	
44	Stainless Steel and Plastic Chain Cheese Block Out feed Conveyor	£175	
45	Galvenised Steel Gantry for the Towers	£750	
45A	Combination Lot 39 - 47 Cheese Block Forming Towers	TBA	
46	Roscher Stainless Steel Mobile Cheese Block Vacuum Bag Sealer	£50	
47	Stainless Steel and Plastic Belt Conveyor Section - 1800mm x 600mm x 900mm High	£10	
48	Section Neoprene Belt Conveyor with Checkweigher	£10	
49	Section Stainless Steel and Neoprene Belt 90 Degree Bend	£10	
50	Oldenburg Stainless Steel Cheese Block Packer	£750	
51	Cheese Block Vacuum Lifter	£75	
52	Bizerba type NT18 Checkweigher with GT240 Label Printer	£25	
53	Drive in Racking for Approximately 100 Pallets	£650	
54	Universal Stainless 3" Positive Pump	£25	
55	2" Positive Pump	£25	
56	APV 2-3-9 Puma Pump with 5.5kW Motor Serial Number CL2035	£25	
57	Lavrids type LKPF-4A Centrifugal Pump	£25	
58	APV 2-3-9 Puma Pump Serial Number B1916M	£25	
59	2 off SPA 2" Centrifugal Pump	£25	
60	Twin Cabin Personnel Changing Room comprising - Lockers, Wall Mounted Heaters	£1,000	
61	14-15000 Litre per Hour Whey Pasteuriser comprising - APV type N35 Plate Heat Exchanger with 3 Grids and Approximately 245 Plates, 2 off APV 2-3-9 Puma Pumps, Stainless Steel Balance Tank, Interconnecting Pipework Valves and Controls	£1,500	
62	Westfalia type MSA90-01-076 Separator	£1,250	
63	APV 1.5-2-7 Puma Pump Serial Number A2701	£25	
64	Twin Tank CIP System comprising - 2500Ltr Insulated Tank, 2500Ltr Single Skin Tank, Heat Exchanger, APV 2-3-9 Puma Pump and Interconnecting Pipework	£650	
65	Darikool Stainless Steel Insulated, Jacketed and Agitated Bulk Farm Tank - 3150mm x 2200mm x 1600mm Tall	£250	
66	APV 1.5-2-7 Puma Pump Serial Number A10017	£25	
67	Stainless Steel Jacketed Balance Tank	£10	
68	Mobile Stainless Steel Cheese Auger	£10	
69	TENDER LOT 2007 DSS / Tetra Pak Reverse Osmosis Plant with Triple pass polisher operated at 15,000 litres per hour producing 24% solids.	£3,500	
70	Stainless Steel Wier Screen with 2" Centrifugal Pump and Balance Tank	£50	
71	APV 2" Centrifugal Pump	£25	
72	Stainless Steel Horizontal Single Skin Tank - 5000mm x 3200mm Diameter	£350	
73	Stainless Steel 80,000 Litre Vertical Cylindrical Single Skin Silo - 6700mm x 3810mm Diameter	£800	
74	APV 2-3-9 Puma Pump Serial Number D2444M	£25	
75	Pasch Silkeborg 2" Centrifugal Pump	£25	
76	Stainless Steel 95,000 Litre Vertical Cylindrical Single Skin Silo - 9500mm x 3700mm Diameter	£800	
77	APV 2-3-9 Puma Pump Serial Number D16985MT with 5.5" Impeller and 7.5kW Motor	£25	
78	Stainless Steel 140,000 Litre Vertical Cylindrical Single Skin Silo - 13500mm x 3750mm Diameter	£950	
79	APV 2-3-9 Puma Pump Serial Number D5472MT	£25	
80	APV 80,000Ltr Stainless Steel Insulated and Steel Clad Silo - 7500mm x 3720mm Diameter	£900	
81	APV 18,500Ltr Stainless Steel with Steel Cladded Silo 1 1/2 4100mm x 2400mm Diameter	£500	
82	APV 18,500Ltr Stainless Steel with Steel Cladded Silo 1 1/2 4100mm x 2400mm Diameter	£500	
83	Pasch Silkeborg 55,000Litre Stainless Steel Insulated Silo - 5500mm x 3600mm Diameter	£500	
84	Pasch Silkeborg 55,000Litre Stainless Steel Insulated Silo - 5500mm x 3600mm Diameter	£500	
85	APV 2-3-9 Puma Pump Serial Number D6484MT	£25	
86	Stainless Steel Insulated Horizontal Tank - Former Road Tanker	£175	
87	APV 2-2-9 Puma Pump Serial Number B313	£25	
88	Water Softener and Salt Tank	£150	
89	APV 2-3-9 Puma Pump Serial Number D6467MT	£25	

LOT NO	LOT DESCRIPTION	LIFT OUT	NOTES
90	Mobile Stainless Steel Pneumatic Round Cheese Horizontal Spiker	£10	
91	2 off Manual Bench Top Cheese Cutters	£10	
92	Mobile Stainless Steel Hopper with Twin Head Manual Filling Tubes and Presses	£10	
93	Stainless Steel Mobile Twin Head Cheese Press	£10	
94	Nulife Engineering Stainless Steel Cheese Press	£10	
95	Spicer 50 Litre Stainless Steel Tumbler / Mixer	£10	
96	Quantity of Assorted Cheese Moulds	£10	
97	Henkelman type 200A Bench Top Vacuum Bag Sealer	£10	
98	Stainless Steel 300 Gallon Single Skin Tank - 2450mm x 1100mm Diameter	£100	
99	Stainless Steel 300 Gallon Insulated Tank - 2450mm x 1200mm Diameter	£100	
100	Stainless Steel 300 Gallon Single Skin Tank - 2450mm x 1100mm Diameter	£100	
101	APV 2-3-9 Puma Pump Serial Number - D7271MT	£25	
102	APV 2-2.5-9 Puma Pump Serial Number - D14425MT with 7.5 kW Motor	£25	
103	Benhams Stainless Steel Wax Melter	£10	
104	Stainless Steel Lazy Sue Pack Off Table with Plastic Top	£25	
105	Reheon type KN135	£75	
106	Hygienox Stainless Steel Twin Station Knee Operated Sink with Dispensers	£25	
107	Dyson Airblade Hand Dryer	£10	
108	14 off Twin Door Wall Mounted Personnel Lockers	£75	
109	11 off Twin Door Wall Mounted Personnel Lockers	£50	
110	Stainless Steel Bench 2220mm x 520mm x 510mm Tall	£10	
111	Hygienox Stainless Steel Twin Station Knee Operated Sink with Dispensers and Red Ring Water Heater	£25	
112	6 off 6" Wall Mounted Electric Heaters	£30	
113	6 off 4 Door Personnel Lockers	£30	
114	16 off 2 Door Personnel Lockers	£80	
115	Stainless Steel Bench 3300mm x 500mm x 500mm Tall	£25	
116	Hygienox Stainless Steel Twin Station Knee Operated Sink with Dispensers and Red Ring Water Heater	£25	
117	Accutime Electronic Time Recorder with Card Rack	£10	
118	Stainless Steel Vertical Cylindrical Insulated Jacketed and Agitated 2000 Litre Mix Tank - 2500mm x 1500mm Diameter	£500	
119	APV 1.5 x 2 x 7 Puma Pump Serial Number A2046	£25	
120	Stainless Steel Vertical Cylindrical Insulated Jacketed and Agitated 2000 Litre Mix Tank - 2500mm x 1500mm Diameter	£500	
121	APV 2-3-9 Puma Pump Serial Number M19441MT - 7" Impellor with 7.5 kW Motor	£25	
122	3 Tank CIP System comprising - 3 off Stainless Steel Vertical Cylindrical Single Skin Tanks with Top Man way - 2250mm x 1200mm Diameter, Interconnecting Pipe work, Manual Valves, APV 2-3-9 Puma Pump Serial Number D3156M and PMP Chemical Dosing Pump	£750	
123	Stainless Steel Single Station Knee Operated Sink with Water Heater and Dispensers	£25	
124	2 off Mobile Heaters	£10	
125	Stainless Steel Table with Drainer Unit - 200mm x 650mm x 840mm Tall	£10	
126	Stainless Steel Table - 1400mm x 600mm x 900mm	£10	
127	Stainless Steel Manual Round Cheese Cutter	£10	
128	Ruscher Matic type VM-51/2/CL Vacuum Sealer 870mm x 600mm Bag Seal Section - 1900mm x 850mm x 1150mm Tall Overall	£25	
129	Lock Stainless Steel Metal Detector Aperture - 350mm x 150mm Belt Width 300mm	£25	
130	Stainless Steel Mobile Bizerba Checkweigher with Display and Label Printer	£25	
131	2 off Stainless Steel Tables - 1500mm x 600mm x 970mm Tall - 500mm x 500mm x 1000mm Tall	£20	
132	Stainless Steel Table with Shelf and Drawer - 1500mm x 650mm x 820mm Tall	£10	
133	HFE Vacuum Systems type TB55/75 Serial Number 20120398 Stainless Steel Dip Tank	£50	
134	Ecolab type Halo Insect Killer	£10	
135	Nule Engineering Stainless Steel Vertical Cheese Block Cutter	£25	
136	Stainless Steel Mobile Horizontal Cheese Block Cutter with 6 Cutting Frames - 2200mm x 700mm x 1350mm Tall	£25	
137	"Old Smokie" - Stainless Steel Single Door Smoker with Smoke Box Controls and 2 off Trolleys - External Dimensions 1650mm x 1200mm x 2700mm Tall, Internal Dimensions - 1000mm x 1000mm x 2000mm Tall	£1,750	

LOT NO	LOT DESCRIPTION	LIFT OUT	NOTES
138	Stainless Steel Table - 1520mm x 600mm x 870mm	£10	
139	Stainless Steel Table - 2450mm x 770mm x 870mm Tall with Galvanised Legs	£10	
140	3 off Assorted Stainless Steel Tables	£10	
141	2 off Stainless Steel Knee Operated Sinks	£50	
142	Hygienox Stainless Steel Twin Door Cupboard - 1020mm x 400mm x 2000mm Tall and Small Table - 600mm x 720mm x 830mm Tall	£10	
143	SMI Pack type FP560A Bag Sealer with SMI Pack type T450 Heat Tunnel	£50	
144	Boska Manual Round Cheese Cutter with Spare Die	£10	
145	Stainless Steel 550 Litre Insulated Tank - 900mm x 1170mm Diameter	£25	
146	Stainless Steel Table with Shelf - 1700mm x 700mm x 820mm and Another	£10	
147	Stainless Steel Pedal Bin Bag Holder with Stainless Steel Table - 770mm x 600mm x 710mm	£5	
148	Hygienox Stainless Steel Twin Door Cupboard 1½ 1020mm x 400mm x 2000mm Tall	£25	
149	Stainless Steel Mobile Cheese Rack Lifter	£10	
150	13 off Alpma Plastic Cheese Mold Frames 1080mm x 560mm x 100mm Deep - Rounds 75mm x 210mm Diameter	£10	
151	Stainless Steel Table - 1200mm x 600mm x 860mm Tall	£10	
152	Stainless Steel Table with Shelf - 1680mm x 760mm x 900mm Tall	£10	
153	Stainless Steel Table with Shelf - 1680mm x 760mm x 890mm Tall	£10	
154	Avery Weightronix 6Kg Max Scale	£10	
155	Hygienox Stainless Steel Wall Mounted Rubbish Bag Holder Stainless Steel Table - 1060mm x 800mm x 850mm Tall	£10	
156	Lock Stainless Steel Metal Detector Apparature - 500mm x 190mm, Belt Width 430mm	£25	
157	Stainless Steel Knee Operated Sink with Dispensers Stainless Steel Table - 900mm x 650mm x 1000mm Tall and Stainless Steel Rubbish Bag Holder	£25	
158	Approximately 50 Plastic Round Cheese Moulds - 7 Cheese per Mold	£10	
159	2 off Stainless Steel Tables - 1200mm x 770mm x 840mm Tall, 1500mm x 600mm x 900mm Tall	£10	
160	Stainless Steel Draining Table 3700mm x 1150mm x 700mm Tall	£50	
161	Stainless Steel Draining Table 3700mm x 1150mm x 700mm Tall	£50	
162	9 off Alpma Plastic Round Cheese Moulds - 8 Cheeses	£10	
163	Electric Chain Hoist with Lifting Frame	£25	
164	Stainless Steel Single Skin Brine Tank - 1400mm x 1400mm x 1400mm Tall	£50	
165	Stainless Steel Rectangular Counter Balance Lidded Acid Tank - 1950 x 1350 x 1100 Tall	£50	
166	2 off Alpma KBA 400 Litre Stainless Steel Twin Compartment Pneumatic Cheese Curd Filling Vat	£50	
167	2 off Alpma KBA 400 Litre Stainless Steel Twin Compartment Pneumatic Cheese Curd Filling Vat	£50	
168	2 off Alpma KBA 400 Litre Stainless Steel Twin Compartment Pneumatic Cheese Curd Filling Vat	£50	
169	Large Quantity Stainless Steel Cheese Draining Racks - 980mm x 560mm	£150	
170	Mobile Stainless Steel Tote Bin with Heater Element	£10	
171	1500Ltr/Hr Pasteuriser comprising - APV type 85D Heat Exchanger with 3 Grids and Approximately 54 Plates, APV "A" type Hot Water Set, APV 1.5-2 7 Puma Pump, APV 2-3-9 Puma Pump, Balance Tank, Interconnecting Pipework Valves and Controls	£1,250	
172	Refurbished 2012 APV Gaulin type K6 3PS Two Stage Homogeniser Serial Number 24864/092012 Flow Rated 1500 litre per hour	£600	
173	Stainless Steel Single Skin Tank - 1700mm x 1060mm Diameter	£75	
174	APV 2-3-9 Puma Pump Serial Number D6761MT	£25	
175	Stainless Steel Single Skin Tank - 1300mm x 600mm Diameter	£75	
176	Emergency Shower	£25	
177	Chemical Dosing Point comprising - 2 off Diaphragm Pumps and Controls	£10	
178	Stainless Steel Knee Operated Sink with Dispensers and Stainless Steel Rubbish Bag Holder	£25	
179	Stainless Steel Knee Operated Sink with Dispensers and Stainless Steel Rubbish Bag Holder	£25	
180	Stainless Steel 5000Ltr Vertical Cylindrical Agitated, Insulated and Jacketed Mix Tank - 3400mm x 2050mm Diameter	£875	
181	Stainless Steel 5000Ltr Vertical Cylindrical Agitated, Insulated and Jacketed Mix Tank - 3400mm x 2050mm Diameter	£875	
182	APV 2-3-9 Puma Pump with 4kw Motor	£25	
183	Stainless Steel Balance Tank	£25	
184	3" Stainless Rotary Lobe Pump MR135 Maso	£25	
185	Stainless Steel Cooling/Draining Table wth Round End - 6800mm x 1800mm x 800mm Tall	£950	

LOT NO	LOT DESCRIPTION	LIFT OUT	NOTES
186	Stainless Steel Cooling/Draining Table with Square End - 6600mm x 1850mm x 950mm Tall	£950	
187	2 off Stainless Steel Tables - 1850mm x 760mm x 840mm Tall, 1200mm x 750mm x 850mm Tall	£10	
188	7 off Stainless Steel Buckets with Stainless Steel Pedal Bin Bag Holder	£5	
189	Giusti 150 Litre Stainless Steel Scrape Surface Agitated Kettle with Silverson type 450LS Inline High Shear Mixer and Two Step Gantry	£250	
190	Stainless Steel Knee Operated Sink with Dispensers and Redring Water Heater	£25	
191	All Wash Down Hosing within the Building	£25	
192	APV 2-3-9 Puma Pump Serial Number B991M	£25	
193	3 Bays Shelf Racking - 2750 Bay Width	£75	
194	2 off Stainless Steel Table - 1250mm x 530mm x 920mm Tall, 1350mm x 590mm x 960mm Tall	£20	
195	Stainless Steel Vertical Cylindrical Insulated and Steel Clad 12,000 Gallon Silo - 9500mm x 3300mm Diameter	£900	
196	Stainless Steel Vertical Cylindrical Insulated and Steel Clad 12,000 Gallon Silo - 9500mm x 3300mm Diameter	£900	
197	Alpha Laval 2" Centrifugal Pump	£25	
198	APV 2-2-9 Puma Pump Serial Number B1108M	£25	
199	3 off Water Softeners	£150	
200	Stainless Steel Rectangular Tank with Peristaltic Pump	£50	
201	Solids Separation Plant comprising - 2" Peristaltic Pump, Stainless Steel Overflow Tank, Belt Conveyor with Rollers and 7000mm Long Stainless Steel Auger	£375	
202	Toro Anaconda type FRC10 DAF Plant	£750	
203	Josval Portable Air Compressor	£10	
204	2.5" Rotary Lobe Pump	£25	
205	Stainless Steel Mobile Vat - 3000mm x 1000mm x 1000mm Tall	£10	
206	Bailie Engineering 200 Gallon Stainless Steel Vertical Cylindrical Insulated and Jacketed Mix Tank	£25	
207	APV 2-2-9 Puma Pump Serial Number X395	£25	
208	44 Bays of 4 High Drive In Racking	£3,500	
209	Cold Store with GEA Searle Twin Fan Evaporator - 5000mm x 3000mm x 2300mm Tall	£775	
210	Contents of Drawers comprising - Bearing,Seals, Solenoids etc.	£5	
211	Pedestal Twin Head Grinder	£5	
212	Quantity of Hand Tools	£5	
213	Karcher type K2.99 Pressure Washer	£5	
214	BOC Transtig DC180 Tig Welder	£5	
215	Parweld AC/DC Welder	£5	
216	Sealey type YK20F Hydraulic Press	£5	
217	APV 1.5-2-7 Puma Pump Serial Number - A9157MT	£25	
218	SIP Pedestal Drill	£25	
219	2 off Trolley Jacks	£5	
220	APV 2-3-9 Puma Pump Serial Number - B3772MT	£25	
221	3" Rotary Lobe Pump	£25	
222	APV 2-3-9 Puma Pump Serial Number - B9718007 with 7" Impeller and 4kW Motor	£25	
223	APV 2-3-9 Puma Pump Serial Number - D1318M	£25	
224	APV 2-3-9 Puma Pump Serial Number - CL1611	£25	
225	Johnson 2" Positive Pump	£25	
226	Large Quantity of Assorted Motors	£10	
227	Stainless Steel Knee Operated Sink with Dispensers	£25	
228	Quantity Assorted Electrical Contactors - Moeller, Eaton etc	£25	
229	2 Shelves of Assorted Electrical Spares and Cable	£25	
230	Scarda Panel	£25	
231	Unused Danfoss VLT2800 Inverter	£5	
232	Electrical Component Test Bench comprising - Allen Bradley, Siemens etc	£25	
233	Portable Air Compressor	£10	
234	Contents of Shelves comprising - Fuses, Bulbs, Honeywell Control Modules etc	£25	
235	4 off Multi Drawer Racks of Assorted Electrical and Pneumatic Connectors	£10	
236	Grant Hot Water Bath	£10	
237	Gerber Bench Top Centrifuge	£10	



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238	Oertling type NB33 Balance	£10	
239	North Atlantic type MMA95 Solids Analyser	£10	
240	Memmert Stainless Steel Incubator	£10	
241	Clifton Hot Water Bath	£10	
242	Hach Analyser	£10	
243	Hanna type C9800 Reactor	£10	
244	Sherwood type 926 Chloride Analyser	£10	
245	Midas type 36 Autoclave	£25	
246	Grant Hot Water Bath	£10	
247	Cryosmart Analyser	£10	
248	GEC Avery Balance	£10	
249	Whirlpool Top Loading Washing Machine	£10	
250	Whirlpool Top Loading Washing Machine	£10	
251	Roscher type Geba Mobile Stainless Steel Vacuum Bag Sealer	£25	
252	2 off 3 Fan Refrigeration Evaporators with Compressor	£75	
253	APV 60 Gallon Stainless Steel Jacketed Hemispherical Pan with Scrape Surface Mixer	£75	
254	Stainless Steel Table - 1850mm x 920mm	£10	
255	Stainless Steel Table - 950mm x 700mm	£10	
256	2000Kg Pallet Truck	£5	
257	Racking for Approximately 36 Pallets	£300	
258	Racking for Approximately 18 Pallets	£125	
259	Fibreglass Cow	£10	
260	FG Wilson Perkins 300 Kva Standby Generator Model P300 with Rolls Royce Engine & Stamford Alternator with Built in Diesel Tank, Running hours 3,530	£500	
300	S+S Metal Detector Aperture H320mm x W600mm x L600mm Belt dimensions W540mm x L1950mm Dimensions - L2000mm x W1100mm x H1260mm	£25	
301	Ceia THS Metal Detector Aperture - L390mm x W500mm x H200mm SN - 21100219038 Machine - L1640mm x W1000mm x H1150mm	£25	
302	Cintex Metal Detector Type- 745 YOM 1999 SN 78588 Aperture - H280mm x W560mm x L380mm Machine dimensions- H1260mm x W1020mm x L1500mm Dimensions - Belt - L1500mm x W450mm	£25	
303	Cintex Metal Detector Aperture H160mm x W400mm x L600mm Dimensions - Belt- W300mm x L1500mm Machine dimensions - H1020mm x W780mm x L1600mm	£25	
304	Loma Systems IQ2 Metal Detector Aperture H160mm x W340mm x L400mm Dimensions - belt - L1500mm x W320mm Machine dimensions - H1150mm x W1100mm x L1500mm	£25	
305	Cintex Metal Detector Aperture H150mm x W360mm Belt -L2000mm x W300mm Machine L2000 x W1000 x 1400mm	£25	
306	Loma IQ Metal Detector Serial number 100813-00537 Aperture H160mm x W450mm x L400mm Belt L1800mm x W360mm Machine H1800mm x W900mm x L1800mm	£25	
307	S+S Metal Detector Type - GLS 600/350/175/50 Yom $\dot{\imath}$ $\frac{1}{2}$ 2010 Serial $\dot{\imath}$ $\frac{1}{2}$ 11036001664-5 Aperture W600mm x L400mm x H350mm Belt W500mm x L1950mm Machine H1250mm x W1200mm x L1950mm	£25	
308	Loma IQ2 Metal Detector Aperture H200mm x W330mm Belt L2500mm x W300mm Machine W1200mm x L2500mm x H1220mm	£25	
350	Alfa Laval type HMRPX314 HGV74C Separator complete with Base Plate, Controls, Tools, Bowl and Stack	£25	
351	Colunio type 2000H Rotary Pot Filler Serial No 437	£50	
352	Yorkshire Packaging Systems type 160 Stainless Steel Shrinkwrapper and Heat Tunnel - 21 Bottles in 3 x 2 Format Serial No 1046	£50	
353	APV type W50/50380165 Centrifugal Pump with 7.5kW Motor Serial No 81127270607150000-3	£10	
354	APV type W50/50380165 Centrifugal Pump with 7.5kW Motor Serial No 81127270607150000-1	£10	
355	Alfa Laval type ALC2"-2.5" Centrifugal Pump with 4kW Motor	£10	
356	Johnson Diversey Stainless Steel Skid Mounted Filler CIP System complete with Controls, Interconnecting Pipe, 2 off Grunfoss Pumps, 3 off Stainless Steel Tanks	£50	
357	Bench Top Laboratory Priorclave Autoclave	£10	
358	Videojet Excel type 100 Inkjet Coder	£10	
359	Videojet Excel type 100 Inkjet Coder	£10	
363	Stainless Steel EDL Shrinkwrapper and Heat Tunnel	£50	



LOT NO	LOT DESCRIPTION	LIFT OUT	NOTES
364	DEM C4520 Semi- Automatic Shrink Wrapper L-Sealer and Heat Tunnel Max width of film: 450mm Max sealing area: 500mm(W) x 400mm(L)	£50	
365	GEA Diessel Mobile Mass Flow Meter with Controller	£20	
366	Graham Captain Stainless Steel Twin Head Labeller with top hold conveyer	£50	
367	Siat Taper with Coder with Little David Handheld II Inkjet Coder	TBA	
368	New & Unused Grunfos Type CR5-22 A-F6J-A-E-H00E	£10	
369	2019 Forbes 2000 Litre Bunded Fibreglass Tank (Never Used)	£20	
370	R&D Pasteuriser for Heating, Holding and Cooling liquid food and beverage	£25	
371	Spicer 50 Marinade Tumbler External Dimensions (WxDxH) 710x780x1085mm Max. Capacity 20-25kg Speed 26 rpm Motor 1phase Timer Control	£20	
372	Metal box single head can seamer	£10	
373	25 ltr st/st tank with mixer and data recorder	£10	
374	Fielden Pallet Inverter	£100	
375	Nordson Problue 10 Hot Glue Applicator	£25	
376	Parker type MIDIGAS 4 NCBLA 56Ltr Volume Nitrogen Generator Serial No-11MG0076	£25	
377	2013 Armfield Process UHT PLANT, Designed for HTST Pasteurisation and UHT (Aseptic) 10 litres per hour with 4.7 litre product hopper, built in electric hot water system & Separate Glycol chilling unit. Holding tube with options of 20, 30 and 55 seconds. Max temperature &ndash; 186 degC Membrane control panel &ndash; this needs to be replaced. Tubular Heat Exchanger for product heat transfer & Product Pump	£25	
378	PD340 Magnetic Flow Transmitter Size C25 1"	£10	
379	PD340 C51 Flow Transmitter 1" Flow Rate 8m3/hr	£10	

# 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.