

## Northern Exchange Auctions General Terms & Conditions of Sale

### 1. DEFINITIONS

In these general Terms & Conditions of Sale the following words and expression shall have the following meanings:

**“Auction”** means any auction (whether a Live Auction, an online auction, an auction held at Northern Exchange Auctions’ (NEA) site, or an Off-site Auction, and whether conducted independently or simultaneously) conducted pursuant to these General Terms and Conditions and the Special Conditions;

**“Auctioneer”** means the person conducting the Auction or to whom the conduct of the Auction is delegated under General Condition 4.9 below;

**“Bidder”** means any person who offers to purchase any Lot whether by bidding at Auction or offering to purchase by private treaty or tender;

**“Bid”** means any offer to purchase any Lot whether by bidding at Auction or offering to purchase by private treaty or tender, and “Bids” and “Bidding” shall be construed accordingly;

**“Buyer”** means any person who agrees to purchase any Lot whether at Auction or by private treaty or tender and as determined under General Condition 4.12 below;

**“Buyer’s Premium”** means a commission payable by the Buyer on the completion of a Sale, the amount of which is set out in the Special Conditions; the Auctioneer, when acting as Agent for the Seller, NEA may also receive commission from the Seller.

**“Catalogue”** means the catalogue incorporating these General Terms and Conditions and the Special Conditions.

**“Clearance Date & time”** means the date and time on which all Lots must be removed by the Buyer from the Location as specified in the Special Conditions;

**“Collective Sale”** means a Sale of Lots consisting of an agglomeration of plant and machinery, chattels and trade stocks and any other goods from multiple sellers.

**“Deposit”** means a sum payable by the Bidder to NEA as set out in the Special Conditions;

**“Hammer Price”** means the highest bid accepted by the Auctioneer in relation to any Lot(s) and paid by the Buyer to NEA as selling agent for the Seller.

**“Live Auction”** means any Auction conducted at the Location and, in the case of Off-site Auctions, at such other location(s) as shall be notified by NEA in the Special Conditions or in the Catalogue;

**“Location”** means the premises at which the Lots are located, details of which are set out in the Special Conditions;

**“Lot”** means any Lot described in the Catalogue, on the Website or on NEA’s invoice;

**“Northern Exchange Auctions (NEA)”** means Northern Exchange Auctions which is a trading division of Viewpoint Management Ltd, a company incorporated and registered in England and Wales with company number 06935688, and whose registered office is at Berwick Workspace, 90 Marygate, Berwick upon Tweed, Northumberland, England, TD15 1BN.

**“Online Auction”** means any Auction conducted over the internet via the Website pursuant to these General Terms & Conditions and the Special Conditions;

**“Online Buyer Premium”** means an additional commission payable on the Hammer Price by online Buyers on the completion of a Sale, the amount of which is set out in the Special Conditions.

**“Removal Pass”** means written approval for any Lot to be removed from the Location, as shall be issued by NEA on receipt of cleared funds for Lot(s).

**“Reserve Price”** means the lowest price that a Seller is prepared to sell a Lot for.

**“Sale”** means the sale of any Lot by Auction, private treaty or tender and as determined under General Condition 4.11 below;

**“Seller”** means the person upon whose instructions NEA is conducting the Sale, details of whom are set out in the Special Conditions, except where the sale is a collective sale with multiple Sellers.

**“Site”** means NEAs’ site at Berwick Quays, Tweedside Trading Estate, Tweedmouth, Berwick upon Tweed, Northumberland, TD15 2XF

**“Special Conditions”** means any additions to these General Terms and Conditions set out or referred to in the Catalogue, announced at Auction or otherwise specified by NEA;

**“Website”** means the website at [www.bidspotter.co.uk](http://www.bidspotter.co.uk) and/or [www.ibidder.com](http://www.ibidder.com) and/or [www.northernexchangeauctions.co.uk](http://www.northernexchangeauctions.co.uk)

**“VAT”** means Value Added Tax chargeable under English or European Law at the prevailing rate set by the Government, based on the type and value of goods or services provided, and any similar additional tax.

## 2. APPLICATION OF THESE GENERAL TERMS & CONDITIONS

2.1 These General Terms & Conditions apply to every Sale of plant and machinery, chattels and trade stocks conducted by NEA.

2.2 These General Terms & Conditions, the Special Conditions and any terms set out in the Catalogue shall together comprise the "Conditions of Sale"

2.3 To the extent that these General Terms & Conditions are inconsistent with any Special Conditions, the General Terms & Conditions shall prevail.

2.4 Bidding for any Lot shall be deemed to be an acceptance by the Bidder of these General Terms & Conditions and the Special Conditions.

2.5 These General Terms and Conditions shall be governed, construed and enforced in accordance with the laws of England and Wales unless the Location is in:-

2.5.1 Scotland in which case the laws of Scotland shall apply, or;

2.5.2 Northern Ireland, in which case the laws of Northern Ireland shall apply.

2.6 Any reference to writing or written shall include e-mail.

2.7 Any word or phrase having a meaning defined in these General Terms & Conditions shall have the same meaning when used in the Special Conditions.

## 3. IDENTITY OF THE PARTIES

3.1 NEA offers each Lot as agent of the Seller and not as principal unless otherwise stated in writing.

3.2 The identity of the Seller is set out in the Special Conditions, except where the sale is a Collective Sale with submission of Lots from multiple Sellers.

3.3 Unless NEA has previously acknowledged in writing that the Bidder Bids as agent on behalf of a named principal, every Bidder shall be taken to Bid on his own behalf as principal.

3.4 Any Bidder acting as agent on behalf of a named principal shall remain liable to the Seller and NEA for all obligations and liability of his principal jointly and severally with the principal. The Bidder warrants that he has the authority of his principal to make each Bid made.

3.5 Every Bidder is required to give his name and address and provide satisfactory proof of identity and such other information and documentation as is required to NEA before making any Bid and in the case of:

3.5.1 a Live Auction, by the completion of a bidder registration form;

3.5.2 an Online Auction, by online registration at the Website, and details, as and when requested by NEA;

3.5.3 a private treaty or tender by prior registration or notification of details, as and when requested by NEA.

3.6 NEA reserves the right at any time to reject the registration of any person(s) and refuse access to the Auction at its sole discretion.

3.7 On registration for an online Auction, Bidders will be added to NEA's mailing list for the purposes of marketing. If a Bidder wishes to stop receiving such marketing they can unsubscribe at any time by contacting NEA.

3.8 On registration in accordance with General Condition 3.5 the Bidder acknowledges that only adults aged 18 years and over are entitled to enter into a legally binding contract and as a result they are the only people entitled to register for the Auction. By registering, the Bidder warrants that he is aged 18 years or older and is capable of forming a legally binding contract.

## 4. CONDUCT OF AUCTIONS

4.1 Any Lot may be subject to a minimum bid or reserve price. The Seller is entitled to change these at any time before the conclusion of the Sale.

4.2 The Seller, Auctioneer or any representative, agent or person acting on behalf of the Seller may Bid for any Lot. Persons entitled to Bid pursuant to this condition 4.2 shall be entitled to place Bids on any lot up to the reserve price including by placing Bids in response to other Bidders.

4.3 Lot descriptions will be amended as appropriate as and when information becomes available to NEA. Prospective Bidders must read Lot descriptions before making a Bid so that they are fully aware of any amendments to the description appearing in the Special Conditions and/or the Website or in the Catalogue in relation to a particular lot.

4.4 The Auctioneer may at any time before the conclusion of the Sale withdraw or divide any Lot or combine any Lots.

4.5 NEA may sell any Lot by private treaty or tender before or after the Auction. The Auctioneer may reject any Bid at his sole discretion and without being required to give a reason.

- 4.6 No Bid shall be retracted without the consent of the Auctioneer.
- 4.7 The Auctioneer may, where there is a dispute between Bidders, summarily determine the dispute or immediately again offer the Lot for sale, in each case without being required to give a reason.
- 4.8 The Auctioneer shall in every other respect decide how the Auction is to be conducted and without being required to give a reason.
- 4.9 The Auctioneer may in his sole discretion delegate to a person whom he believes to be competent the conduct of the Auction in accordance with these General Terms and Conditions.
- 4.10 The Auctioneer may from time to time act jointly with an associated Auctioneer.
- 4.11 A Sale is concluded (constituting acceptance of the Bidder's offer, subject to General Condition 4.12 below) when;
- 4.11.1 in the case of a Live Auction, on the fall of the Auctioneer's hammer; and/or
  - 4.11.2 in the case of an Online Auction, at the close of the timed Online Auction Sale as specified on the Website and as defined by General Condition 4.17.3 below or;
  - 4.11.3 in the case of a private treaty or tender, when the Bidder's Bid is accepted by NEA, such acceptance to be communicated to the Bidder in writing by way of receipt of NEA's invoice.
- 4.12 The Buyer shall be the person who made the highest Bid before the conclusion of the Sale pursuant to General Condition 4.11 above, subject to approval and acceptance by NEA, the Auctioneers and the Seller, or such other Bidder as the Auctioneer and/or NEA may declare to be the Buyer without being required to give a reason. The Auctioneer and/or NEA and/or the Seller are not bound to accept the highest Bid or any other Bid placed in the course of the Auction.
- 4.13 In the case of an Online Auction, the Buyer, as determined under General Condition 4.12 above, shall within a reasonable time after the conclusion of the Sale, receive by email an invoice in respect of the monies due for the Lot(s) purchased.
- 4.14 In the event that the reserve price is not met, NEA may consider the Bids received below the reserve price with the Seller who at its sole discretion may accept, reject or place a counteroffer.
- 4.15 On conclusion of the Sale and acceptance of the Bidder's Bid pursuant to General Conditions 4.11 and 4.12 above, the Buyer acknowledges and agrees that he has entered into a contract with the Seller to buy the Lot and the Buyer must complete the transaction to purchase the Lot.
- 4.16 The Buyer may not remove any Lot he has bought until after the end of the Auction.
- 4.17 In relation to an Online Auction:
- 4.17.1 NEA cannot guarantee that the internet services will operate continuously or without interruption and this could affect the conduct of the Online Auction and the Bidder's ability to Bid online. NEA shall not be liable in any respect in the event of any dispute due to errors, omissions or disruptions to internet services or power failures or any other unforeseen circumstances which may occur during the Online Auction;
  - 4.17.2 the Auctioneer may at any time, without notice, postpone or cancel an Online Auction or extend an Online Auction beyond the published closing time (including extension of the timed Online Auction in accordance with General Condition 4.17.3 below);
  - 4.17.3 the timed Online Auction Sale is auto bid extension enabled, meaning that where a Bid is placed within ten minutes of the original scheduled close of the timed Online Auction, the scheduled close of the timed Online Auction will be automatically extended by an additional ten minutes. This continues with a new scheduled close time each time a Bid is placed until no-one places a Bid before the last scheduled close of the timed Online Auction. Every time a Bid is placed within ten minutes or less left in the time Online Auction an additional ten minutes Bidding time is added until there are no more Bids. Such time shall then be deemed to be the close of the timed Online Auction.
- 4.18 In the event that the Auctioneer unknowingly sells a Lot that was not eligible for Sale (ie: there is a third party interest that comes to light) then the Auctioneer shall be entitled to immediately rescind that Sale without any further liability to the Auctioneer and/or NEA and/or the Seller.
- 4.19 Copies of the Auctions (Bidding Agreements) Acts 1927 and 1969 are held at NEA's site office.
- 4.20 No Bidder (or agent thereof) shall collude with any other Bidder or any Seller (or any agents thereof) in the making of Bids for Lots at any NEA Auction.

## 5. SALE AND PAYMENT

- 5.1 The Buyer shall pay the following sums to NEA in full, without set off and in cleared funds:-
- 5.1.1 prior to the Sale of any Lot, the Deposit, if requested by NEA; and

- 5.1.2 the balance of the price of the Lot purchased, together with the Buyer's Premium, taxes and any other fees by no later than 7 days after conclusion of the Sale or, in the case of an Online Auction, after receipt of an invoice in respect of the purchased Lot(s) pursuant to General Condition 4.13 above, or such other time and date as may be set in the Special Conditions; and
- 5.1.3 any other payment or amount due to the Seller and/or NEA pursuant to these General Terms and Conditions or the Special Conditions, on demand, including, but not limited to the Buyer's Premium and any additional Online Buyer Premium.
- 5.2 In every case time for payment shall be of the essence.
- 5.3 In view of Money Laundering Regulations NEA reserve the right to refuse payment in cash. Payments in cash of more than £5,000 will not, in any circumstances, be accepted.
- 5.4 If the Buyer fails to make any payment on the due date for payment then, without limiting any other right or remedy available to the Seller, the Buyer shall pay to NEA interest (both before and after any judgement) on the amount unpaid at the rate of 1.5% above the bank base rate of Barclays Bank Plc per month or any part thereof until payment in full is made.
- 5.5 Until the Buyer has fully complied with its obligations in this General Condition 5:-
- 5.5.1 title to any Lot bought shall not pass to the Buyer;
  - 5.5.2 the Seller shall have a lien over any Lot bought by the Buyer in the Auction;
  - 5.5.3 if the Buyer effects or purports to effect a resale or any other disposition of all or part of the Lot, the Buyer shall hold the proceeds of resale or other disposition on trust for the Seller.
- 5.6 All sums payable under these General Terms and Conditions and the Special Conditions are exclusive of any applicable VAT for which the Buyer shall be additionally liable to pay to NEA.
- 5.7 NEA will only accept payment under this General Condition 5 from the Buyer or its authorised agents.

## 6. REMOVAL OF LOTS

- 6.1 Risk of damage to or loss of the Lot shall pass to the Buyer immediately on conclusion of the Sale.
- 6.2 The removal of Lots from the Location shall be undertaken by the Buyer entirely at its own risk and without any liability whatsoever to NEA.
- 6.3 Buyers are responsible for any and all costs and expenses incurred in relation to the removal of Lots and any other applicable charges, taxes and insurance costs.
- 6.4 The Buyer may not remove any Lot until they have:-
- 6.4.1 paid by cleared funds all amounts payable pursuant to General Condition 5 in full; and
  - 6.4.2 if requested by NEA, produced satisfactory evidence to NEA that the Buyer has adequate public liability insurance in respect of the indemnity set out in General Condition 6.11 below and/or deposited with NEA, by way of security for the costs of making good any damage likely to occur, such sum as NEA may stipulate.
- 6.5 NEA will only permit the removal of Lots purchased by the Buyer or its authorised agents.
- 6.6 The Buyer must remove each Lot purchased by the Clearance Date and Time for which time shall be of the essence. Lots may only be removed during normal working hours or such hours as are specified in the Special Conditions. No clearance on Bank or Public Holidays.
- 6.7 Buyers should co-operate regarding order of removal of Lots in order to comply with the Clearance Date and Time. If it transpires that the Buyer makes no effort to commence dismantling and the particular Lot is preventing other buyers from removing purchased Lots, then NEA reserves the right to insist that the removal take place immediately notwithstanding the specified Clearance Date and Time. In the event the Buyer does not comply with its obligations under this General Condition 6.7 then NEA reserves the right to arrange for the removal and/or storage of the Lot and charge any attendant costs to the Buyer.
- 6.8 If any Lot is unsold and has to be dismantled and lowered to allow the removal of any other lot, then such dismantling and lowering shall be the responsibility of the Buyer of the relevant Lot(s).
- 6.9 Title to computer software sold pursuant to the Sale of a Lot is not transferred under any Sale to the Buyer and use is subject to any licence or copyright restrictions and user conditions. The Sellers, NEA and/or Auctioneers reserve the right to erase any private or sensitive information prior to the Sale or at any later date.
- 6.10 The Buyer and/or his removal contractor must liaise with NEA's site representative prior to commencing dismantling/removal of any Lot from the Location and must at all times comply with its obligations under clause 6.11 below.
- 6.11 When removing any Lot from the Location, the Buyer shall, or shall procure that its removal contractors shall:
- 6.11.1 when removing any fixed lot, carry out a full assessment of the Lot, the Location and the land or buildings to which the Lot is fixed to assess the risks associated with detaching/ removing the Lot and shall fully satisfy

themselves that they can detach/remove the Lot in compliance with the Buyer's obligations under this General Condition 6.11 prior to handling and/or commencing removal of a Lot;

6.11.2 obtain all relevant planning permissions (where required) in relation to the removal of building structures and plant housings;

6.11.3 Buyers of Lots will be required to make good holes or voids exposed or damage caused by the removal of Lots. Cladding removed from buildings for removal or plant and equipment will have to be replaced, unless otherwise specified by NEA;

6.11.4 when detaching any Lot fixed to land or buildings, do so safely and lawfully and must not use flame cutters, explosives or any other dangerous equipment or process without first obtaining written consent of NEA;

6.11.5 remove the Lot in compliance with all relevant legislation, regulations, codes of practice, guidance, orders, rules and other requirements of any relevant government or governmental agency or authority whether Parliamentary statute, parochial or local including (without limitation) in compliance with the Health and Safety at Work Act 1974, the Environmental Protection Act (1990), The Construction (Design and Management) Regulations (2007), Control of Substances Hazardous to Health Regulations (COSHH) 2002, and the Road Vehicle (Construction and Use) Regulations 1986 and any subsequent amendments thereof and all other health and safety and environmental legislation in existence at the time of the Sale. To the extent that such regulations are advisory rather than mandatory, the standard of compliance to be achieved by the Buyer shall be to the best industry practice;

In all cases arising under this General Condition 6.11, the costs of compliance shall be borne by the Buyer and the Buyer hereby indemnifies NEA and the Seller against all losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings which NEA and/or the Seller may incur arising directly or indirectly out of any breach by the Buyer to the provisions of this General Condition 6.11 and the Buyer shall make good any damage caused to (without limitation) other lots, the Location or to any property belonging to third parties, in removing any Lot under this General Condition 6.11.

6.12 NEA shall be entitled to halt the clearance of any Lot if in its absolute discretion the removal of a Lot is being carried out in an unsatisfactory manner. Where the clearance is halted by NEA, the Buyer must liaise with NEA's site representative as to how the Lot should be removed from the Location provided that the Buyer shall at all times ensure that it complies with its obligations under General Condition 6.11 above and NEA shall have no liability in this regard.

6.13 The Buyer shall provide evidence as and when requested by NEA of the Buyer's insurance policies in respect of the following insurances and at a minimum level of:

6.13.1 Public Liability Cover - limit Two Million Pounds (£2,000,000); and

6.13.2 Employer's Liability Cover - limit Ten Million Pounds (£10,000,000)

NEA reserves the right to vary the level of insurance cover stated above at any time.

6.14 On request, the Buyer shall provide to NEA a Risk Assessment and Method Statement complying with the Construction (Design and Management) Regulations 2007, COSHH or with any subsequent amendments thereof or such other legislation as shall from time to time be in force.

6.15 Electric, gas, water, steam and waste disconnections are the responsibility of the Buyer and **MUST** be carried out by an approved contractor following consultation with the site representative.

6.16 It is expressly brought to the Buyer's attention that certain Lots could contain asbestos, noxious chemicals/substances etc, which if not handled correctly during their removal could result in breach of Health and Safety at Work legislation and/or COSHH Regulations and/or other statutory requirements.

6.17 Any fluids, gases and/or waste remaining in plant and machinery are the responsibility of the Buyer and **MUST** be removed from the Location strictly in accordance with any applicable statutory requirements.

6.18 the Buyer must use safe and lawful means of removing the Lot, must comply with all current statutory requirements and regulations including those relating to the disposal and removal of waste, and if required, satisfy NEA in relation to their removal procedures; in particular, the removal of waste materials must be undertaken by an approved and licensed contractor to an approved waste management site.

6.19 It is the Buyer's or the removal contractor's responsibility to transport off site long/wide loads, within sufficient time prior to the commencement of clearance period as stated in the Special Conditions, including seeking appropriate permissions from notices police, ministry of transport, and/or the local authority).

6.20 The Buyer shall indemnify NEA and the Seller against any loss, damages, expenses, claims, or liability arising directly or indirectly from the possession or use of the Lot after title to the Lot has passed to the Buyer, but before it is removed from the Location.

6.21 All Lots are sold on the understanding that the Seller does not represent them as being in a condition which makes them suitable for domestic use. If any Lots are intended for domestic use the Buyer must ensure that they comply with the requirements of the Furniture and Furnishings (Fire Safety) Regulations 1968 and any subsequent amendments thereof or such other relevant statutory requirements or regulations as shall from time to time be in force.

6.22 The Buyer undertakes to comply with the provisions of the Data Protection Act 1998 in processing data held by them in connection with any Lot.

## 7 DEFAULT BY THE BUYER

7.1 If at any time the Buyer has failed to pay the sums specified in General Condition 5 above in full by the due date for payment, or to remove any Lot purchased by the Clearance Date and Time specified in the Special Conditions, the Seller may rescind the Sale of that Lot, in which case any Deposit shall be forfeit, and that Lot may be resold.

7.2 If the Seller has rescinded the Sale but the Buyer has removed the Lot, the Seller shall be entitled without previous notice to enter upon any premises where he believes the Lot to be and remove it.

7.3 If the Seller has rescinded the Sale and the Lot has been resold by the Auctioneer and/or NEA or by the Seller, the Buyer shall reimburse the Seller with any shortfall where:-

7.3.1 the resale price is less the Sale price; and

7.3.2 the costs incurred by the Seller incidental to the resale.

7.4 If the Buyer fails to remove any Lot by the Clearance Date and Time specified:

7.4.1 the Seller or NEA may remove the Lot from the Location and leave it outside at the Buyer's risk in all respects;

7.4.2 the Seller or NEA may charge the Buyer for the reasonable costs of storage;

7.4.3 the Seller or NEA may charge the Buyer rent, taxes, men's wages and expenses incurred as a result of the Lot(s) remaining at the Location; and

7.4.4 the Buyer shall indemnify the Seller or NEA against any loss, damages, expenses, claims or liabilities incurred by the Seller or NEA arising from the Buyer's failure to remove the Lot from the Location.

## 8 ACKNOWLEDGEMENTS AND EXCLUSION OF WARRANTIES

8.1 All Lots are sold "as seen" and are purchased at the Buyer's sole risk. The Buyer acknowledges that in agreeing to purchase any Lot he is not relying on any warranties or representations made by the Seller or NEA or any of their employees, agents or representatives. All representations, warranties and conditions express or implied, statutory or otherwise in respect of all and any of the Lots are expressly excluded and without limitation any warranties and conditions as to title, quiet possession, satisfactory quality, fitness for purpose and description are excluded to the fullest extent as permitted by law.

8.2 The Buyer further acknowledges that neither the Seller nor NEA shall in any circumstances be liable to or to compensate the Buyer nor shall the Buyer be entitled to rescind the Sale or reject any Lot for an error, omission or misstatement contained in the Catalogue and/or the Special Conditions.

8.3 The Buyer also acknowledges that:-

8.3.1 all the Lots are purchased on the basis that risk of good title to all or any of them passing to the Buyer is at the Buyer's risk and without limitation the Lots are sold subject to any claims, liens, distraint and execution and subject to all leasing, hire or hire purchase agreements and reservation of title claims (if any) in respect of them;

8.3.2 if it shall be found that the Seller does not have title to all or any of the Lots the Buyer shall have no right to rescind, avoid or vary this agreement or to claim damages or a reduction in the price paid or payable;

8.3.3 anything found in, under, or near any Lot which is not specifically included in the description of the Lot remains the property of the Seller;

8.3.4 any intellectual property rights or software subsisting in a Lot may be third party property and as such the Seller and/or NEA may be unable to effect transfer. The Buyer will not be authorised to use intellectual property rights or software and any such use or transfer shall be at the Buyer's sole risk.

8.4 The Buyer undertakes that it shall ensure that any vehicle comprised in any Lot is in a roadworthy condition in accordance with the Road Vehicle (Construction and Use) Regulations 1986 and any subsequent amendments thereof or such other relevant regulations as shall from time to time be in force before using it on a public road. It is an offence to use a vehicle trailer on the road which does not comply with these provisions and it is therefore a condition of Sale that the Buyer undertakes to comply with the appropriate Acts and Regulations. It is the Buyer's responsibility to remove company logos and lettering from vehicles. Odometer readings are not warranted.

8.5 The Buyer acknowledges that any item of plant, machinery or equipment (including farm machinery) contained in the Lot(s) may not necessarily comply with any statutory requirements or regulations governing the use of that plant, machinery or equipment (including farm machinery) in their working environment. Neither the Seller nor NEA shall incur any liability to the Buyer because of any default or defect in any or all of the Lots. Buyers are entirely responsible for ensuring that the use of any item of plant, machinery or equipment (including farm machinery) does not contravene any health and safety or environmental legislation or Acts or Regulations applicable to Farm Safety in existence at the time of the Sale. It is an offence to use any machine which does not comply with the relevant Acts and Regulations and therefore it is a condition of Sale that the Buyer undertakes to comply with the Acts and Regulations relating to those machines and implements purchased.

8.6 The Buyer acknowledges and agrees that NEA is acting only as agent of the Seller and it is expressly agreed and declared that no personal liability in connection with the Sale of any Lot or otherwise shall fall on NEA and the Buyer shall indemnify NEA against all and any liabilities arising under or in connection with the Sale of any Lot. Insolvency Practitioner(s) including Administrative Receiver(s), Administrator(s) and Liquidator(s) act as agent(s) for the Seller without personal liability and shall incur no personal liability whatsoever in relation to a Sale or pursuant to any document relating thereto.

8.7 The Buyer agrees that the General Terms and Conditions and the exclusions which they contain are fair and reasonable bearing in mind that:-

8.7.1 the Buyer must rely absolutely on his own opinion and/or professional advice concerning the quality, state, condition, performance and functionality of the Lots any right, title or interests which is sold under the terms of these General Terms and Conditions, their fitness and suitability for any particular use or any purpose, the possibility that some or all of them may have defects not apparent on inspection and examination including, without limitation, the presence of contamination and the possibility that the Buyer may not acquire title and the fact that the Buyer would have no remedy under this Agreement should that happen.

8.7.2 the Buyer has available to it skilled professional advice and on that basis agrees to purchase a Lot for a consideration calculated to take into account amongst other things the risk to it represented by the fact that the parties believe that all the exclusions and limitations set out in these General Terms and Conditions would be recognised as being fully effective by the Courts and the Seller making it clear that it would not have agreed to sell any Lot on any other basis except for a higher consideration;

8.7.3 the Buyer has been given every opportunity which might reasonably be expected to examine and inspect the Lot(s).

8.8 Notwithstanding anything else in these General Terms and Conditions, the Seller's and NEA's total liability under or in connection with the Sale of any Lot, whether in respect of breach of contract, tort (including negligence), breach of statutory duty or otherwise, including consequential loss, shall be limited in aggregate to the price paid for the Lot or if no price has been paid then the higher of the market value or reserve price for the Lot. This General Condition 8.8 does not apply to liability for death or personal injury.

8.9 The Buyer acknowledges that a Sale by Auction is not a consumer sale for the purposes of the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994) and the Unfair Contract Terms Act 1977 and the Buyer shall not seek to rely upon any conditions or warranties implied thereby or by any other legislation.

## 9 CONSENT

9.1 Bidders hereby consent to the following image recordings and usage:

9.1.1 Having their photograph taken when registering to Bid;

9.1.2 CCTV is in operation throughout the Site;

9.1.3 The Auction may be recorded and/or broadcast via the internet.

9.2 Bidders consent to NEA processing and holding the personal information supplied at Bidder registration, for the purposes of NEA accepting Bids and payment for Lots bought at Auction and for future marketing. NEA will not share this personal information with any third party without the Bidder's consent (subject to the exemptions of the Data Protection Act 1998). If customers do not wish to be contacted by NEA for marketing purposes, they must inform NEA of this in writing.