



**'Online Auction of Used Food Machinery on  
behalf of Queally Group'**

**ONLINE AUCTION - SALE DATE**

**Thursday 12 July 2018**

**Auction Closing Begins: 2pm Thursday, 12 July 2018 (Local Time)**



**'Sale held in Conjunction with Industrial Auctions'**

**For further details please contact:**

E-Auctions

T: +353 45 883 554

E: [kgammell@E-Auctions.ie](mailto:kgammell@E-Auctions.ie)

[www.E-Auctions.ie](http://www.E-Auctions.ie)

# **IMPORTANT NOTICES TO PURCHASERS**

## **Location**

Queally Group, Naas Industrial Estate, Co. Kildare, Naas, Ireland.

## **Viewing**

7 June 2018 from 09:00 till 13:00 or by appointment with E-Auctions or Industrial Auctions.

## **Bidding**

Bidding will take place on [www.industrial-auctions.com](http://www.industrial-auctions.com). Please visit this website to register / bid.

## **Payment**

Sale is conducted in EUROS. The balance of any account must be paid for **no later than Thursday 19 July 2018**.

Buyers will be notified of invoice totals from Industrial Auctions / E-Auctions on Thursday 12 July 2018. Auctioneer must be in receipt of cleared payment in full before assets can be released for collection.

## **Collection of Assets**

Collection of Assets is scheduled for Thursday 19 July and by appointment with Auctioneer.

## **Buyers Premium**

18% Buyer's Premium is charged on ALL LOTS SOLD; (23% VAT is applicable on the buyer's fee of 18%).

## **Value Added Tax**

All assets will be sold exclusive of VAT, which will be added to purchaser's invoices at the standard Irish rate of 23% VAT. VAT may be waived to overseas purchasers depending on information provided by purchasers. Please contact the Auctioneers for further details.

## **All Lots are sold subject to the Terms and Conditions of Sale**

1. All lots - which term shall include all forms of personal property whatsoever and property fitted or affixed to land - are tendered for sale subject to these Conditions, no variation of which shall be valid unless made in writing and signed by a person duly authorised by the Auctioneer.

2. In these Conditions "the Auctioneer" shall be the company or firm or person, or his or their servant or agent, who has agreed to auction any lot; "the Seller" shall be the company or firm or person who has agreed to sell any lot; "the Buyer" shall be any company, firm or person whose bid is accepted by the Auctioneer; and "Bidder" shall mean a person who bids for any lot whether on his own behalf (in which case he shall be the Buyer if his bid is accepted by the Auctioneer) or on behalf of a third party (in which case the third party shall be the Buyer if his bid is accepted by the Auctioneer).

3. By making a bid for any lot, the Bidder agrees to be bound by these Conditions, and further warrants that he has due authority and capacity to make the bid and binds both himself and any employer or principal to honour any contract resulting there from. Any bid shall be deemed to be an offer by the Bidder either on his own behalf or on behalf of a Buyer to purchase any lot tendered upon these Conditions alone.

4. The sale of any lot shall be concluded and binding at the moment when the lot is knocked down. The highest bid will be accepted save in exceptional circumstances, such circumstances to be determined by the Auctioneer whose decision shall be unchallengeable.

5. The Auctioneer shall have the sole and exclusive right at the site of the auction to determine all matters whatsoever concerning the conduct and/or effect of any auction sale or purported sale and without prejudice to the generality of the foregoing, he shall be entitled to resolve disputes between bidders, to reject any bid, to withdraw, divide or consolidate any lot or lots and he will be entitled to bid on the Seller's behalf. He will further be entitled to require proof of identity and /or of authority from any bidder.

6. The Buyer must forthwith identify himself and any principal or employer, together with appropriate means of identification, to the Auctioneer, his servants or agents. The total sale price, less any such sum, must be paid to the Auctioneer at his office or elsewhere as he may direct. Payment in full shall be deemed not to have occurred until any negotiable instrument has been honoured in full (or cash has been paid) such payment to be made within the time specified in the sale notes.

Time of payment shall be of the essence. The Buyer shall not be entitled to remove any lot from its position at the time of the sale until the purchase price of that of that and any other lot purchased at the auction has been paid in full and in default of payment as aforesaid the Auctioneer shall have a lien upon all lots purchased by the Buyer during the same auction and shall be entitled to rescind the sale in respect of any lot or lots for which full payment is not made in due time, forfeit any deposit paid in respect of them and resell the same without any right of compensation to the Buyer. The Auctioneer shall also be entitled to charge interest upon any unpaid balance at the rate of 1 per cent above Base Rate from time to time or may be entitled to charge interest, whichever is the greater. The Auctioneer shall also be entitled to continue to charge for storage arising after the time for removal at the rate of 25 per cent per annum of the sale price until he elects to rescind the sale, if at all, which election he may make at any time after such non-payment. In the event of non-payment by the due date, E-Auctions will re-sell and we understand that we will be held responsible for any costs or shortfall which may arise.

7. The title to any lot shall remain with the Seller until the full sale price and any storage and interest charges have been paid to the Auctioneer, but the risk of damage to or loss whatsoever cause and in whatsoever circumstances shall be transferred to the Buyer upon the sale.

8. The Auctioneer warrants that he will only sell lots which he believes to be owned by the Seller or to which the Seller will be able to pass a good title but should it transpire that the Seller's title to any lot is defective or that the Seller cannot pass a good title to the Buyer, the Auctioneer shall be under no obligation to the Buyer, other than to use his best reasonable endeavors (short of litigation), to procure the transfer of a good title to the Buyer and to assist the Buyer in exercising any remedies that he may have against the Seller.

9. The Buyer shall remove any lot for which he has paid in full plus other charges, if any, by the time for removal, which shall be either the time for payment or the time stated in the any sale notes of the Auctioneer, whichever shall be removed without the Auctioneer's express written consent while the Auction is continuing. The Buyer shall be responsible for the removal of the articles and such removal must be carried out safely and lawfully. Flame cutting, the use of explosives or any other potentially hazardous or inflammatory process shall not be permissible at the site without express written consent. The Buyer agrees to insure against and to indemnify the Auctioneer and the Seller against any and all claims arising in respect of injury or damage to person or property whether real or personal, caused by himself, his servants or agents of his principals or employer.

### **10. Exclusion of Liability**

10.1 As this is a sale by auction and the Auctioneer has no historical knowledge of any lot sold by the Auctioneer, all conditions and warranties as to the condition, quality, description or fitness for any purpose of any lot are expressly excluded and neither the Seller nor the Auctioneer will be bound by or liable for any representation of any kind in relation to any lot.

10.2 Neither the Seller nor the Auctioneer shall have any liability for matters outside of their reasonable control.

10.3 Neither the Seller nor the Auctioneer shall have any liability to the Buyer or a Bidder for any:

10.4.1 Consequential losses (including loss of profits and/or damage to goodwill); and/or

10.4.2 Economic and/or other similar losses; and/or

10.4.3 Special damages and indirect losses; and/or

10.4.4 Business interruption, loss of business, contracts and/or opportunity.

10.5 Each of the limitations and/or exclusions in these Conditions shall be deemed to be repeated and apply as a separate provision for each of:

10.5.1 Liability for breach of contract;

10.5.2 Liability in tort (including negligence);

10.5.3 Liability for breach of statutory duty except for clauses 10.8 and 10.9 below which shall apply once only in respect of all the said types of liability.

10.6 Any potential Buyer and/or Bidder should rely solely and exclusively upon his own inspection of any lot and should not treat statements made in sale particulars or before or during the Auction by the Seller or the Auctioneer either as representations or to be relied upon.

10.7 No vehicle is warranted or held out to be roadworthy and no lot is warranted or held out to be merchantable or safe for use or complying with statutory requirements for use, display or movement. The Auctioneer, his servants and agents have no authority to make representations.

10.8 The liability of the Auctioneer or the Seller to the Buyer or a Bidder shall be limited to the price paid by the Buyer for the lot in question provided also that the total collective liability of the Seller and the Auctioneer to the Buyer or a Bidder shall not exceed the price paid by the Buyer for the lot in question.

10.9 To the extent that any liability of the Seller or the Auctioneer would be met by any insurance of the Seller or the Auctioneer, the liability of the Seller or the Auctioneer shall be extended to the extent that such liability is met by such insurance.

10.10 If any individual exclusion or limitation of liability under this clause 10 is held to be unreasonable or unenforceable the remaining provisions of this clause 10 and these conditions of sale shall remain in full force and effect.

10.11 Nothing in these Conditions shall exclude or limit the liability of the Seller and the Auctioneer for death or personal injury due to its negligence or any liability which is due to their fraud or any other liability which it is not permitted to exclude or limit as a matter of law.

11. The Buyer hereby undertakes to ensure that any lot he purchases will be used, moved or displayed whether at the site of the auction or elsewhere only when he has ensured that such use and/or movement and/or display is lawful and safe.

12. It is expressly brought to the Bidder's and/or Buyer's attention that, at the time of sale, any item of plant, machinery or equipment contained in the lot(s) may not necessarily comply with the Health and Safety at Work or any other Act or Acts or Regulations thereunder governing the use of that plant, machinery or equipment in a working environment. Buyers of any such plant, machinery or equipment are hereby required to ensure that the use of any such at a place of work within the Republic of Ireland does not contravene such relevant Act or Regulation thereunder applicable thereto.

13. TOXIC CHEMICALS AND DANGEROUS SUBSTANCES. It is expressly brought to the attention of Buyers and/or Bidders that certain types of plant, or main service installations could contain blue or white asbestos, dangerous chemicals etc., which if not handled correctly during their removal from the site could be in breach of Health and Safety at Work, or any other current legislation covering the use of such substances in a working environment.

14. Where any lots or lots have been sold by count, weight or measurement, no allowance can in any case be made nor shall the Auctioneer or Seller be answerable for any deficiency in quantities, weights or measures, unless claimed for before the Buyer, his agent, carrier or man employed by him, has removed his lot or lots from the premises.

15. Should a Buyer, by himself, his servants or agents cause damage in any way to the site of the auction or damage to or loss of any lot thereat, the Auctioneer shall be entitled to exercise a lien in respect of any and all lots purchased by the Buyer until such damage or loss has been paid for in full, whether or not the lots or any of them have been paid for in full, such loss and damage to be assessed by the Auctioneer whose decision shall be final and unchallengeable. The Auctioneer's assessed sum shall be paid by the Buyer upon receipt of invoice therefore and payment shall be made forthwith, time being of the essence.

16. Neither the Auctioneer nor the Seller are to be responsible for any personal injuries which may occur prior to, or during the progress of the sale, or at any time during the removal of the lots, which must be entirely at the Buyer's risk.

17. If before title to any lot has passed to the Buyer thereof, the Buyer, being an individual, dies, enters into a composition or arrangement for the benefit of his creditors or has a Receiving Order in Bankruptcy made against him or, being a body corporate, has an Administrator, a Receiver or a Receiver and Manager appointed or goes into liquidation or enters into a composition or arrangement for the benefit of its creditors, then the contract for sale of such lot shall be automatically and without notice rescinded unless the Auctioneer elects otherwise within 2 working days of written notice of such an event. Upon rescission, any deposit paid by the Buyer shall be forfeit and the Auctioneer shall be entitled to exercise the rights set out in Clause 6.

18. If a Buyer is permitted to take possession of any lot before the full sale price has been paid, the Seller and/or Auctioneer shall be entitled to enter upon any premises of the Buyer or under his control in order to repossess such lot.

19. If, before title passes to the Buyer under these Conditions, the Buyer nevertheless purports to resell or otherwise dispose of the lot or any interest therein, the Buyer shall hold the proceeds of such sale or other disposition upon trust for the Auctioneer and the Seller jointly until title passes to the Buyer under these Conditions, if at all, and in the meantime the Buyer shall not deal with, charge or dispose of such proceeds except with the written consent of the Seller or of the Auctioneer.

20. These Conditions shall be construed in accordance with and governed by Irish law.

21. The Buyer will pay the Buyer's premium as stated in the catalogue on the hammer price plus Value Added Tax at the standard rate. The premium is not negotiable and will be charged to all Buyers. The Buyer agrees that the Auctioneer when acting as agent for the Seller may also receive a commission from the Seller.
22. The Auctioneer and its agents act only as agents of the Seller and without personal liability.
23. All software is excluded from any lots sold.
24. Equipment Auctions Ltd t/a Eauctions reserves the right to bid on behalf of its clients.
25. This Auction is being conducted under Equipment Auctions Ltd t/a Eauctions, Current Irish Auctioneers License, No: 001190.