

Online Auction

On the instructions of P Flint Esq., B Green Esq. & K Mawer Esq. of KPMG, the Joint Administrators of Northern Highways Ltd, Major Finance Companies and others.

Piecemeal

(subject to Conditions of Sale and unless previously sold)

MAJOR SALE OF ROAD SURFACING AND CONTRACTORS PLANT & EQUIPMENT, PRIVATE AND COMMERCIAL VEHICLES

Photographs & timed online bids via www.bidspotter.com
(requires £300 refundable deposit)

Bidding closes: From 4.00pm (UK) Thursday 4 December 2008

View: From 10am to 4pm Tuesday 2 December 2008

At: Ashfield, Vista Road, Haydock, WA12 0HD (UK)
(Removed for convenience of sale)

Brook House, 64-72 Spring Gardens, Manchester, M2 2BQ Tel: 0161 615 7000, Fax: 0161 615 7007

auctions@sandersonweatherall.com
sandersonweatherall.com



Misrepresentation

Whilst every effort has been made to provide reliable information, Sanderson Weatherall do not warrant the information contained herein and prospective purchasers must satisfy themselves by inspection as to its correctness.

**Sanderson
Weatherall** 

GENERAL CONDITIONS OF SALE

1. Interpretation

1.1 In these General Conditions the following words and expressions shall have the meanings set opposite:

"Auction"	any auction conducted pursuant to these General Conditions.
"Auctioneer"	the person conducting the Auction or to whom the conduct of the Auction is delegated under clause 4.10 below.
"Bidder"	any person who offers to purchase any Lot whether by bidding at Auction/Online Auction or offering to purchase by private treaty tender.
or	
"Bid"	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"	any person who agrees to purchase any Lot whether at Auction or by private treaty or tender.
"Catalogue"	the catalogue incorporating these General Conditions.
"The Company"	Sanderson Weatherall Ltd (company number 4870380) whose registered office is at 25 Wellington Street Leeds LS1 4WG.
"Location"	the premises at which the Lots are located, details of which are set out in the Special Conditions.
"Lot"	any Lot described in the Catalogue or the Company's invoice.
"Seller"	the person upon whose instructions the Company is conducting the sale, details of whom are set out in the Special Conditions.
"Special Conditions"	the Special Conditions set out or referred to in the Catalogue, announced at Auction or otherwise specified by the Company.

2. Application of these General Conditions

2.1 These General Conditions apply to every sale of plant and machinery, chattels and trade stocks conducted by the Company whether by Auction, private treaty or tender including all Lots described in the Catalogue or the Company's invoice.

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

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

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

- (1) Scotland in which case the laws of Scotland shall apply; or
- (2) Northern Ireland in which case the laws of Northern Ireland shall apply.

3. Identity of the Parties

3.1 The Company offers each Lot as agent of the Seller and not as principal unless otherwise indicated in the Catalogue.

3.2 The identity of the Seller is set out in the Special Conditions.

3.3 Unless the Company 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 the Company for all obligations and liabilities of his 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 to the Company before making any Bid.

4. Conduct of Auctions

4.1 Any Lot may be subject to a reserve price.

4.2 The Seller or his representative or the Company on his behalf may Bid for any Lot.

4.3 The Auctioneer may at any time before the fall of the hammer withdraw or divide any Lot or combine any Lots.

4.4 The Company may sell any Lot by private sale before or after the Auction.

4.5 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 Buyer shall be the person who made the highest Bid before the fall of the hammer or such other Bidder as the Auctioneer may declare to be the Buyer without being required to give a reason.

4.8 The Auctioneer may decide whether there is a dispute between Bidders, may summarily determine the dispute or immediately again offer the Lot for sale, in each case without being required to give a reason.

4.9 The Auctioneer shall in every other respect decide how the Auction is to be conducted and without being required to give a reason.

4.10 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 Conditions.

4.11 The Buyer may not remove any Lot he has bought until after the end of the Auction.

4.12 Sanderson Weatherall Ltd will not be held liable (either by the vendor or prospective purchaser) in the event of any dispute due to errors, omissions or disruptions which may occur when bidding online

5. Sale and Payment

5.1 The Buyer shall pay the following sums to the Company in full and without set off:-

(1) immediately upon the sale of any Lot a deposit of 10% of the price, if requested by the Company;

(2) the balance of the price of the Lot purchased together with a Buyer's Premium of 13% of the price and any VAT due by no later than the time and date specified in the Special Conditions;

(3) any other payment or amount due to the Seller and/or the Company pursuant to these General Conditions or the Special Conditions on demand.

5.2 In every case time for payment shall be of the essence.

5.3 In view of Money Laundering Regulations the Company reserves the right to refuse payment in cash. Payments in cash of more than £7,000 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 the Company interest (both before and after any judgment) on the amount unpaid at the rate of 1.5% 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 clause 5:-

(1) title to any Lot bought shall not pass to the Buyer;

(2) the Seller shall have a lien over any Lot bought by the Buyer in the Auction;

(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 prices are exclusive of any applicable value added tax for which the Buyer shall be additionally liable to pay to the Company. On written request by the Buyer the Company will provide a VAT invoice.

6. Removal of Lots

6.1 Risk of damage to or loss of the Lot shall pass to the Buyer immediately upon the sale being agreed, which, in the case of an Auction, is upon the fall of the hammer.

6.2 The Buyer may not remove any Lot until the Buyer has:-

(1) paid by cleared funds all amounts payable pursuant to clause 5 above in full; and

(2) if requested by the Company produced evidence satisfactory to the Company that the Buyer has adequate public liability insurance in respect of the indemnity set out in General Condition 6.6 and/or deposited with the Company, by way of security for the costs of making good any damage likely to occur, such sum as the Company may stipulate.

6.3 (1) The Buyer must remove each Lot purchased by the time and/or date specified in the Special Conditions 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.

- (2) Buyers should co-operate regarding order of removal in order to comply with the clearance date. If it transpires that a purchaser makes no effort to commence dismantling and the particular item of plant is preventing other buyers from removing equipment, then the Auctioneer reserves the right to insist that removal take place immediately notwithstanding the final clearance date.

If in the event the purchaser does not comply, then the Auctioneer reserves the right to arrange for the removal of the lot or lots and charge any attendant costs to the purchaser.

- (3) If any lot or item is unsold and has to be dismantled & lowered to allow the removal of any other lot, then such dismantling & lowering shall be the responsibility of the purchaser of the relevant Lot(s) or Item(s).

6.4 It is expressly brought to the Buyer's attention that certain Lots could contain blue or white asbestos, dangerous chemicals etc which if not handled correctly during their removal could result in breach of Health & Safety at Work legislation and/or Control of Substances Hazardous to Health Regulations or other statutory requirements.

6.5 When removing any Lot the Buyer:-

- (1) shall be responsible for detaching any Lot fixed to land or buildings and must do so safely and lawfully and must not use flame cutters, explosives or any other dangerous equipment or process without previous written permission signed by or on behalf of the Company;

(2) **Compliance with Laws, Regulations and Planning** Purchasers or their Removal Contractors are responsible for applying for relevant planning permissions (if appropriate) with reference to the removal of building structures and plant housings.

Purchasers or their Contractors shall at all times comply with all orders, regulations, requirements and rules of any authority whether Parliamentary, statutory, parochial or local and in particular shall comply with all requirements applicable to the employment by them of labour or otherwise affecting the work. The Purchasers or their Contractors shall in addition and without prejudice to the generality of the foregoing conform to the regulations and bye-laws of local authorities and shall pay all fees and charges arising under the said regulations and bye-laws in respect of the Work.

It is the purchaser's or their removal contractors responsibility (i.e. Police, Ministry of Transport, Local Authority) to transport off site long/wide loads, within sufficient time prior to the commencement of clearance period as stated in the Special Notes & Conditions.

- (3) 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 of waste and, if required, satisfy the Company in relation to their removal procedures; in particular, the removal of waste materials must be undertaken by an approved and licensed contractor;

(4) is responsible for ensuring that any motor vehicle may be safely and lawfully driven onto a public highway;

6.6 The Buyer shall indemnify the Company and the Seller against any loss damages, expenses, claims or liabilities arising directly or indirectly from the detaching of any Lot fixed to land or buildings and/or its removal including (without prejudice to the generality of the foregoing) any damage caused to other Lots, the Location or to any third party.

7. Default by the Buyer

7.1 If at any time the Buyer has failed to pay the sums specified in clause 5 above in full by the due date for payment, or to remove any Lot purchased by the time or date 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 purchased, 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, the Buyer shall make good any deficiency, namely:-

(1) the sale price less the resale price;

(2) the costs of and incidental to resale.

7.4 If the Buyer fails to remove any Lot by the time specified:-

(1) the Seller may remove the Lot from the Location and leave them outside at the Buyer's risk in all respects;

(2) the Seller may charge the Buyer for the reasonable costs of storage;

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

8. Acknowledgements and Exclusion of Warranties

8.1 The Buyer acknowledges that in agreeing to purchase any Lot he is not relying on any warranties or representations made by the Seller or the Company 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 (without limitation any warranties and conditions as to title quiet possession, satisfactory quality fitness for purpose and description).

8.2 The Buyer further acknowledges that neither the Sellers nor the Company 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.

8.3 The Buyer also acknowledge that:-

(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 so 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;

(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; and

(3) anything found in under near or in any Lot which is not specifically included in the description of the Lot remains the property of the Seller.

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 before using it on a public road and the Buyer acknowledges that any item of plant, machinery or equipment contained in the Lot(s) may not necessarily comply with any statutory requirements or regulations governing the use of that plant, machinery or equipment in their working environment. Neither the Seller nor the Company shall incur any liability to the Buyer because of any default or defect in all or any of the Lots. Buyers are entirely responsible for ensuring that the use of any item of plant, machinery or equipment does not contravene any statutory requirements or regulations.

8.5 The Buyer acknowledges and agrees that the Company 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 the Company and the Buyer shall indemnify the Company against all and any liabilities arising under or in connection with the sale of any Lot.

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

(1) the Buyer must rely absolutely on the Buyer's own opinion and/or professional advice concerning the quality state, condition, performance and functionality of the Lots any right, title or interest which is sold under the terms of these General Conditions, their fitness and suitability for any particular 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;

(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 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;

(3) the Buyer has been given every opportunity which might reasonably be expected to examine and inspect the Lots.

SPECIAL CONDITIONS OF SALE

- Seller:** On the instructions of P Flint Esq., B Green Esq. & K Mawer Esq. of KPMG, the Joint Administrators of Northern Highways Ltd, Major Finance Companies and others.
- Location:** Ashfield, Vista Road, Haydock, WA12 0HD (UK)
- Directions:** From Junction 23 of the M6 take the A49 north signposted Wigan (Lodge Lane). Turn left onto the A599 signposted Haydock (Penny Lane). At the roundabout turn left onto the B5209 (Vista Road), the site is located on the right after the landfill site.
- Sale:** Timed Online Sale - This auction has auto bid extension enabled. If a bid is placed within 10 minutes of scheduled auction end the auction end time will automatically extend by an additional 10 minutes. This continues with the new scheduled end time until no one places a bid before auction bidding deadline. Every time a bid is placed with 10 minutes or less left in the auction an additional 10 minutes bidding time is added until there are no more bids.
- Viewing:** From 10am to 4pm Tuesday 2 December 2008 or by appointment with the agents. Access to the Location is allowed on the understanding that viewers attend the Location entirely at their own risk and are responsible for and will indemnify the Seller and the Company against any losses damage or claims occasioned by their presence at the Location.
- Children under the age of 16 will not be allowed access to the Location.
- Registrations:** All bidders must register their details on www.bidspotter.com.

ONLINE BIDDING REQUIRES A £300 GBP REFUNDABLE DEPOSIT BEFORE YOU WILL BE APPROVED TO BID.

Please send a cheque FAO Janet Wallis, to Sanderson Weatherall, 25 Wellington Street, Leeds, LS1 4WG UK Tel +44 (0) 113 369 6000, please indicate clearly which sale your deposit relates to.

Please contact Janet Wallis (on the above number) should you prefer to pay for your deposit by way of bank transfer.

We do not take credit cards for payment of invoices.

It is preferable to register at least 24 hours before the sale is due to finish.

PLEASE MAKE A NOTE OF YOUR USERNAME & PASSWORD WHEN REGISTERING, YOU WILL NEED THIS INFORMATION TO MAKE A BID FOLLOWING APPROVAL.

Please note that bidder approval is not automatic and is reliant on us dealing with your application during office hours (assuming we have received your deposit as mentioned above). We will review your bidder request as soon as possible. Any questions please ring Stephen Jepson +44 (0) 7801 904456

- Overseas Buyers:** When registering overseas buyers must also provide:-
- Passport details;
 - other confirmation of their identity and address, eg drivers licence;
 - full bank details.

Online Bidding The Internet is not foolproof and a number of factors such as speed of modem, traffic, telephone line and human error may affect how the sale is viewed.

Sanderson Weatherall Ltd will not be held liable in the event of any dispute due to errors, omissions, disruptions or power failures which may occur when bidding online.

Lot descriptions will be amended as appropriate as and when information becomes available. It is highly recommended that prospective purchasers read lot descriptions before every bid so that they are fully aware of any amendments/conditions of sale relating to that particular lot.

We refer you to our General Terms & Conditions which apply to all sales and stress that you read and understand [Bidspotter](#)'s terms and conditions of registration

Buyers Premium: Online bidders will pay a premium of 13% (see www.bidspotter.com for more information). The premium is not negotiable and is payable by all Buyers. The Auctioneer, when acting as Agent for the Seller, may also receive commission from the Seller.

Payment: **All monies must be paid in accordance with the terms and conditions.**
Lots may only be collected upon receipt of cleared funds: **Payments will not be taken on site unless by special arrangement.**

Telegraphic Transfer - Bank details for telegraphic transfer:

Account: Sanderson Weatherall P & M Clients Account

Bank: Barclays Bank Plc, Albion Street, Leeds

Sort Code: 20-48-46

Account Number: 10931950

SWIFTCODE - BARCGB22

IBANGB84BARC20484610931950

Cash - In view of Money Laundering Regulations the Company reserves the right to refuse payment in cash. Payments in cash of more than £7,000 will not, in any circumstances, be accepted.

Bankers Draft: made payable to Sanderson Weatherall P & M Clients Account

Cheques: cheques will only be accepted on the basis that three working days are required for cleared funds before any Lots are removed. Cheques over the limit of a cheque guarantee card will only be accepted for immediate clearance of Lots if they are supported by a banker's reference.

Banker's references: Banker's references are only acceptable if they are original top copies correctly dated and addressed to Sanderson Weatherall Ltd referring specifically to the sale in question and the Buyer and are in the form specified or previously approved by the Company.

We do not accept credit cards for payment of invoices.

EXAMPLE OF ACCEPTABLE BANK REFERENCE

BANK LETTERHEAD

CUSTOMERS ADDRESS

Dear Sir/Madam

**REF: MAJOR SALE OF ROAD SURFACING AND CONTRACTORS PLANT & EQUIPMENT,
PRIVATE AND COMMERCIAL VEHICLES**

This letter is to confirm that our above customer can issue a cheque up to the amount of £ **(insert amount)**, and that it will be honoured by the bank.

Yours faithfully

(print name _____)

Deposits: The Company reserves the right to request a deposit to be paid.

Clearance: **All lots must be cleared without fail by 4pm Friday 12 December 2008, REMOVAL OF ALL LOTS WILL BE STRICTLY BY APPOINTMENT, please see invoice for contact details.** Cash will not be taken on site unless by special arrangement.

Clearance of all lots must be undertaken in accordance with current Health & Safety Legislation, Construction (Design and Management) Regulations 2007. The Buyer may have to provide a "method statement" and/or "risk assessment" approved by the Company prior to the removal of any lots. The Company reserve the right to halt clearance if it is being carried out in an unsafe manner or without an approved "method statement" and/or "risk assessment".

Electrical disconnections from the mains supply are the responsibility of the Buyer and **MUST** be carried out by an approved electrician.

Any fluids 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 Control of Substances Hazardous to Health Regulations.

Reserve Removal: Lots sold subject to a reserve removal will either be indicated in the catalogue with the date of availability or will be identified by the Auctioneer at the point of sale. A 25% deposit will be required as with other lots but in this instance payment in full can be left until 5 working days prior to availability. Unless specified to the contrary such lots must be removed from site not later than the date and time specified for final removal in these Special Conditions of Sale.

Risk: The Bidder is on risk once the offers are accepted and is strongly advised to effect insurance at once.

Transfer of Lots: The Company will only accept payment from and permit removal of Lots purchased by the Buyer or its agents.

Value Added Tax: Purchasers will be charged Value Added Tax at the current rates on the amount of their purchases and the buyers premium.

Furniture and Furnishings:	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. The Buyer is reminded that if any Lots are intended for domestic use the Buyer must ensure that they comply with the requirements of the Furniture & Furnishings (Fire Safety) Regulations.
Conditions of Sale:	<p>The attention of Buyers is drawn to the General Conditions of Sale included online/in the Catalogue</p> <p>At the end of the online auction final bid figures will be submitted to our clients for approval. Any lot may be subject to a reserve price. No offer may be withdrawn and the vendor/agent does not bind himself to accept the highest or any offer/bid.</p> <p>All lots shall be paid for in full within 24 hours of the invoice date and shall be at the purchasers risk from the date of invoice. Clearance to be arranged on an appointment basis through the contact details on the invoice.</p> <p>The whole of the lots must be cleared and taken away, without fail, at the purchasers' expense in such order as the Agents or their representatives shall direct not later than the time stated in the Notice to Purchasers after which time any lot or lots remaining on the premises will be liable for rent, taxes, men's wages, and expenses and will also be liable to be removed from the premises and left outside at the purchaser's risk in all respects.</p> <p>If any purchaser shall make default in payment of his purchase money or neglect to comply with these conditions or any of them, all money paid by him or his agents at the time of sale shall be forfeited to the Vendors who shall be at liberty to re-sell the lot or lots at such time or times as they may think proper and without notice to the party or parties making default either by public sale or private contract and the deficiency (if any) occasioned by such re-sale together with all expenses attending the same shall immediately be paid by the purchaser or purchasers making default or neglecting to comply with these conditions and in case of non-payment hereof the same shall be recoverable as and for liquidated damages.</p> <p>In the event that the auctioneer unknowingly sells an item or items that were not eligible for sale (i.e. there is a third party interest that comes to light) then the auctioneer shall be entitled to rescind that sale.</p>
Software:	Title to computer Software is not transferred and use is subject to any licence or copyright restrictions and user conditions. The Vendors/Agents/Auctioneers reserve the right to erase any private or sensitive information prior to delivery or at any later date.
Pipework:	Disconnect as marked or as directed.
Electric Cable:	Electric cable and pallets are not included with the sale of any lots unless otherwise indicated. All electric motors and machinery must be disconnected from the machine side of the isolator switch which must be left with the buildings.
Racks & Benches:	All racks and benches are subject to reserve removal until the contents have been cleared.
Fire Alarm:	In case of a fire alarm all visitors and contractors are to exit buildings and report to the Muster Point.
Smoking:	No smoking on site. Food and Drink is only to be consumed in designated areas.
Safety:	All visitors and contractors are reminded that they are responsible for their own safety on site and enter at their own risk and should take the precaution of wearing protective clothing as appropriate.

HSE:

Health & Safety Legislation, Construction (Design and Management) Regulations 2007.

Purchasers should be aware of the above and comply as appropriate. It is also important that all purchasers/contractors comply with site rules, site procedures and Health & Safety Regulations.

Unless specifically excluded purchasers of lots will be required to make good holes or voids exposed by the removal of lots. Cladding taken off buildings for removal of plant & equipment will have to be replaced, unless otherwise specified by the Auctioneer.

NOTICE TO PURCHASERS

Purchase of Goods using a Finance Company:

If Buyers wish to purchase goods with the help of a finance company they should make arrangements well in advance of the Sale to ensure that they are able to make payment in accordance with the conditions of sale.

Overseas Buyers:

Overseas Buyers should ensure that the country to which the items are destined:-

- holds no import restrictions on the goods to be purchased;
- has no import licence restrictions or a restriction on currency allocation;
- has no prolonged inspection procedure which might cause excess delay in allowing your goods to be imported.

Overseas Buyers will receive a fully descriptive invoice in order that they may arrange payment as soon as possible with the Sellers bank, Barclays Bank plc, Albion Street, Leeds LS1.

Overseas Buyers should employ a suitable freight forwarding organisation. Please note that many of the machinery removal companies in this country are not necessarily freight forwarders. The Seller will be pleased to advise accordingly.

Overseas Buyers should read the conditions of Sale.

Please Note:-

- (a) The Seller cannot allow removal of any Lot until their Accounts Department has received notification from their banker that the Buyer's payment has been properly cleared in full. Monies must be transferred to the Seller within the time state in the "Conditions of Sale" on the following page.
- (b) If there are any special arrangements that the Buyer wishes to make with the Seller, the Buyer must contact the Seller at least three days before the Sale Closing date.

VAT Payments and Returns:

All overseas Buyers (EU and non EU) will be charged VAT at the current rate on each Lot purchased. This will be refunded to the overseas Buyer as soon as the Seller receives a copy of the bill of lading as proof of export, providing this documentation is received within 3 months of the sale date. The Seller is unable to refund the VAT on the Buyer's Premium to non EU countries.

Lot	Description	Lot	Description
1	ABG TITAN 473-2 WHEELED ROAD PAVER , serial no. 47319187, year of manufacture 2007, indicated hours 1669 with Canopy ABG VB78 Screed , serial no. 7811.9296, year of manufacture 2007	18	Bomag Pedestrian Twin Drum Roller , serial no. 101100011843
2	Antec PW3500 WHEELED ROAD PAVER , serial no. 101060056/ LN/ P4072, year of manufacture 2006, indicated hours 2258, with Antec RV3500 Extending Screed , serial no. 202060029 year of manufacture 2006	19	JCB JS 130L TRACKED HYDRAULIC EXCAVATOR , VIN. JCB JS13CT61180032, year of manufacture 2006, with 1.2m ditching bucket
3	Wirtgen W1000F WHEELED COLD MILL , serial no. 07.10.0178, year of manufacture 2001	20	JCB SITEMASTER 3CX BACKHOE LOADER , VIN. SLP3XCTS6E 0969459, registration no. YJ06 BYU, year of manufacture 2006, with multi purpose front bucket & 600mm rear bucket
4	Vogele 12.AB/AB200 TV SUPER 800 TRACKED PAVER , serial no. 12.AB-0176, year of manufacture 2006, indicated hours 1266	21	JCB 2CX SITEMASTER LOADER , serial no. SLPAIRAA3E0940296, registration no. WM03 AGZ, year of manufacture 2003, with Compair compressor
5	Wirtgen W35 COLD MILL , serial no. 05.03.15009182.0012, year of manufacture 2005	22	JCB 2CX SITEMASTER LOADER , serial no. SLPAIRAA3E0941255, registration no. WM03 CXR, year of manufacture 2003, with Compair Compressor
6	Hamm HD 90.2 ARTICULATED ROAD ROLLER , serial no. 03.05.386/2, with cab	23	Kubota KX36-3 MINI EXCAVATOR , serial no. WK PGB0100ZCA5400, year of manufacture 2006, indicated hours 1356, with 600mm bucket
7	Aveling Barford DC14 ROAD ROLLER , serial no. GN4063, with cab	24	Manitou MT 1740 SLT ULTRA TELESCOPIC HANDLER , serial no. 210494, series 3-E2, registration no. YN05 NTT, year of manufacture 2005, 01900 hours
8	Bomag BW161 AD ARTICULATED ROAD ROLLER , serial no. 101640010122, with cab	25	Terex Benford MODEL 6001 PTR ARTICULATED 4 WHEEL DRIVE DUMPER , VIN. SLBDDN00 E30 5EE 229
9		26	2 Mini Excavator Buckets
10	Bomag BW 120 AD-4 ARTICULATED TWIN DRUM RIDE ON ROLLER , serial no. 101880025964, year of manufacturer 2007	27	Abiljo 900mm Excavator Bucket, serial no. 23549
11	Bomag BW120 AD-4 ARTICULATED TWIN DRUM RIDE ON ROLLER , serial no. 101880025965, year of manufacture 2007	28	JCB 600mm Trench Bucket, serial no. W4 93089107 TS3705
12	Bomag BW120 AD-4 ARTICULATED TWIN DRUM RIDE ON ROLLER , serial no. 101880026049, year of manufacture 2007	29	Tar Sprayer Trolley
13	Bomag BW80 ADH-2 ARTICULATED TWIN DRUM RIDE ON ROLLER , serial no. 101460427253, year of manufacturer 2007	30	Tar Sprayer Trolley
14	Bomag BW80 ADH-2 ARTICULATED TWIN DRUM RIDE ON ROLLER , serial no. 101460427252, year of manufacturer 2007	31	Atlas Copco 02364/1 Trailer Mounted Diesel Site Compressor , serial no. 1615/9395/91, with twin tool outlet
15	Bomag BW80 ADH-2 ARTICULATED TWIN DRUM RIDE ON ROLLER , serial no. 101460427255, year of manufacturer 2007	32	Ingersoll Rand Trailer Mounted Diesel Site Compressor , indicated hours 1276, with single tool outlet
16	Bomag BW80ADH-2 ARTICULATED TWIN DRUM RIDE ON ROLLER , serial no. 101460427254, year of manufacture 2007, indicated hours 170	33	Mercedes Benz 2628B 6x4 RIGID TIPPER WAGON , registration no. V891 JBH, date of registration 24/09/99, indicated mileage 150,125 km, with Palfinger/Epsilon E93 Crane, 1880kg cap. & clam shell grab & tow hitch (currently no V5 available)
17	Bomag BW80 ADH-2 ARTICULATED TWIN DRUM RIDE ON ROLLER , serial no. 101460427251, indicated hours 244	34	Iveco ML75E17K TIPPER WAGON , registration no. NX54 DGV, date of registration 01/09/04, 7500kg GVW, with tow hitch

Lot	Description	Lot	Description
35	Iveco CARGO TECTOR 75E17V TIPPER WAGON , registration no. MK02 HMC, date of registration 10/04/02, indicated mileage 93,399 km	47	Ford TRANSIT T350 90 TIPPER , registration no. BK06 RNF, date of registration 21/03/06, indicated mileage 36,109, with blue exterior & tow hitch
36	LDV 400 Convoy Tipper registration no. MF52 FUH, date of registration 31/01/03, indicated mileage 66,442, with big cab & tow hitch	48	Ford TRANSIT T350 90 TIPPER , registration no. MD04 TVC, date of registration 14/10/04, indicated mileage 76,001, with blue exterior & tow hitch
37	Andover Trailer SFSL41 TRI-AXLE SLOPE FRONT TRAILER , year of manufacture 2006, max weight. 41,000kg, with winch & fold forward hydraulic (cheese wedge) ramps	49	Ford TRANSIT T350 90 Tipper , registration no. EX54 ZBE, date of registration 14/10/04, (known to require attention), with blue exterior & tow hitch
38	Andover Trailer SFSL41 TRI-AXLE SLOPE FRONT TRAILER , serial no. SA93304 IU 60850033, year of manufacture 2006, max weight. 41,000kg, tested to September 2009, with winch & fold forward hydraulic (cheese wedge) ramps	50	Ford TRANSIT 280 SWB Diesel Panel Van , registration no. BP53 TUH, date of registration 30/12/03, indicated mileage 86,171, with white exterior, side load door & timber bulk head
39	Elston Trailer , serial no. 3168, year of manufacture 2003, max weight. 2000kg	51	Ford TRANSIT 280 TD SWB Diesel Panel Van , registration no. BV53 HNT, date of registration. 19/09/03, indicated mileage 72,151, with white exterior, side load door & timber bulk head
40	Indespension Type V674 Twin Axle Plant Trailer , GLW 2600Kg, serial no. 09498	52	Ford TRANSIT 280 SWB DIESEL PANEL VAN , registration number. YD52 NYP, date of registration. 07/01/03, indicated mileage 54,507, with yellow exterior, side load door & timber bulk head
41	Ford TRANSIT T350 90 CREW CAB TIPPER , registration no. MA05 YBG, date of registration 24/03/05, indicated mileage 24,763, with blue exterior & tow hitch	53	Ford TRANSIT 280 Td SWB DIESEL PANEL VAN , registration number. AD51 FMC, date of registration. 07/12/01, indicated mileage 120,057, with white exterior, side load door & timber bulk head
42	Ford TRANSIT T350 90 CREW CAB TIPPER , registration no. NL05 WVX, date of registration 01/04/05, indicated mileage 37,459, with blue exterior, tool chest & tow hitch	54	Peugeot PARTNER VAN , registration no. MK56 ZYL, date of registration 19/10/06, indicated mileage 58,204, with blue exterior, timber bulk head & timber lined rear
43	Ford TRANSIT T350 90 CREW CAB TIPPER , registration no. NJ54 HSY, date of registration 01/09/04, indicated mileage 75,625, with blue exterior, tool chest & tow hitch	55	Peugeot PARTNER VAN , registration no. MT55 HXJ, date of registration 31/10/05, indicated mileage 58,000, with blue exterior & timber bulk head
44	Ford TRANSIT T350 90 CREW CAB TIPPER , registration no. NG04 RNX, date of registration 03/06/04, indicated mileage 87,506, with blue exterior & tow hitch	56	Peugeot PARTNER VAN , registration no. MT55 HXO, date of registration 31/10/05, indicated mileage 54,496, with white exterior & timber lined rear
44A	Ford TRANSIT 90 T350 CREW CAB TIPPER , registration no. NA05 DZV, date of registration 01/04/05, indicated mileage 20,082, with blue exterior & tow hitch	57	Peugeot PARTNER VAN , registration no. MT55 HXN, date of registration 31/10/05, indicated mileage 78,000, with blue exterior, timber bulk head & timber lined rear
45	Ford TRANSIT T350 115 TIPPER , registration no. PN06 HGG, date of registration 15/03/06, indicated mileage 35,292, with blue exterior, site tool chest & tow hitch (currently no V5 available)	58	Ford Transit Connect L220 TD SWB PANEL VAN , registration no. BN04 WJK, date of registration 08/03/04, indicated mileage 25,742, with white exterior & side load door
46	Ford TRANSIT T350 90 TIPPER , registration no. PY06 NOH, date of registration 29/07/06, indicated mileage 40,882, with blue exterior, tool chest & tow hitch		

Lot	Description	Lot	Description
59	Mitsubishi L200 ELEGANCE DID AUTOMATIC CREW CAB PICK UP , registration no. DE07 OWX, date of registration 21/06/07, indicated mileage 42,175. with leather interior, black exterior & tow hitch	66	Audi A4 2.5 Tdi AUTO CABRIOLET , registration no. AX04 DZK, date of registration 25/05/04, with brown leather interior
60	Mitsubishi L200 ELEGANCE CREW CAB PICK UP , registration no. DA07 EYK, date of registration 21/06/07, indicated mileage 70,411, with leather interior, black exterior & tow hitch	67	Audi A4 2.0 Tdi AVANT FIVE DOOR ESTATE , registration no. DG06 UDU, date of registration 31/10/05, indicated mileage 28,333, with metallic silver exterior & dark fabric upholstered interior (currently no V5 available)
61	Mitsubishi L200 2.5TD 4LIFE PICK UP , registration no. YT54 MFU, date of registration 11/09/04, indicated mileage 48,922, with two tone silver/ blue exterior, rear hard top & tow hitch	68	Saab 93 1.9 TiD SPORT FOUR DOOR SALOON CAR , registration no. PJ55 ZPT, date of registration 31/10/05, indicated mileage 28,379, with leather interior, black exterior & sun roof (currently no V5 available)
62	Nissan NAVARA AVENTURA CREW CAB PICK UP , registration no. CX55 WSW, date of registration 01/09/05, indicated mileage 51,017, with leather interior, black exterior & tow hitch	69	Audi A3 TDi S-Line AUTO FIVE DOOR HATCHBACK , registration no. KM55 KNX, date of registration 03/01/06, indicated mileage 86,211, with red exterior
63	Jaguar XJ SOVEREIGN V6 TDVi AUTOMATIC SALOON , registration no. PL07 ZKO, date of registration 12/07/07, indicated mileage 47,097, with cream leather interior & black exterior	70	Volkswagen TOURAN 2.0SE 140 Tdi 5 DOOR SEVEN SEAT HATCHBACK CAR , registration no. MV07 RVX, date of registration 22/03/07, indicated mileage 28,253
64	Audi A6 2.7 S LINE Tdi QUATTRO AUTO SALOON , registration no. DE06 JVO, date of registration 23/06/06, indicated mileage 31,178 with leather interior & black exterior	71	Volkswagen PASSAT Tdi , registration no. DS03 OFY, date of registration 09/07/03, indicated mileage 99,474, with silver metallic exterior & dark fabric upholstered interior (currently no V5 available)
65	BMW X5 3.0 SPORT DIESEL ESTATE , registration no. LD05 WXN, date of registration 21/04/05, indicated mileage 71,043, with black leather interior & metallic grey exterior	72	Nissan MICRA S THREE DOOR HATCHBACK , registration no. YT54 TWC, date of registration 15/09/04, indicated mileage 22,764, with metallic blue exterior & grey fabric upholstered interior (currently no V5 available)