

On the instructions of the Liquidator
Myles Kirby of Kirby Healy Chartered Accountants

B&R Howard Ltd (In Liquidation)
Unit 37 Baldoye Industrial Estate, Dublin 13

TENDER SALE

MOTOR FACTOR STOCKS & RACKING



Tender Closing: Friday 2 February 2018 by 12.00 Noon

15% Fees. 23% Vat.

Full details available on
www.mckay.ie

	<u>SPECIFIC SALE TERMS & CONDITIONS</u>
Tender Sale: 2323	B&R Howard Ltd (In Liquidation)
Site Location	Unit 37 Baldoyle Industrial Estate, Dublin 13 Ireland
Airports	Dublin Airport, c.5 Km.
Sale Date	Friday 2 February 2018 by 12.00 noon local Irish time.
Viewing	Thursday 1 February 10 > 16.00 & Fri 2 February 9.00 > 12.00 We strongly recommend that bidders inspect lots. Bidding without viewing is at one's own risk.
Safety	All persons entering the premises are responsible for their own safety and should wear appropriate PPE and take adequate care.
Warranties	All lots are sold on the basis of Caveat Emptor "as is where is" without any warranty whatsoever, expressed or implied.
How to Bid	Fill in your bid price opposite the required lot(s) in the Bid Price € column, then complete, sign & return the Tender Form to the Auctioneer by the specified date.
Currency	Euro
Fees	Auctioneers Fees of 15% + Vat will be added to your net bids.
Vat	23% Vat will be added to your net bids and Fees.
Vat: Export	Export sales to qualifying buyers may be zero rated in accordance with the EU Reverse Charge Mechanism. Vat numbers must be current and valid, if not Vat will be charged in full. <i>A deposit equal to the Vat must be paid and will be refunded to qualifying buyer(s) after the assets are exported within the allocated removal period. Proof of export must be provided by your shippers.</i>
Acceptance	Monday 5 February 2018 by 17.00.
Payment	Tuesday 6 February 2018 by 14.30. Bank Transfer / Bank Draft. (No Cheques) Please state the sale name on your remittance to help us track your payment.
Bank	Our Bank is Allied Irish Bank, 219 Crumlin Road, Dublin 12 McKay & Associates Ltd. Client No.1 Account Number: 2869 2221 Sort Code: 93:31:63 IBAN: IE81 AIBK 9331 6328 692221 BIC: AIBKIE2D
Collection	After payment, lots other than racking, shelving & mezzanines, must be removed during the period: Wednesday 7 February to Friday 9 February 2018 9.00 > 17.00 weekdays only unless else arranged. Lots 3-11 inclusive, Racking, Shelving & Mezzanines may only be removed when empty of stock, from Mon 15 to Wed 17 February 2018. Buyers will be responsible for disconnecting and making safe lighting and electrics currently installed within any of these lots.
Dismantling Health & Safety	Buyer(s) and /or their contractor(s) will be responsible for dismantling & loading and must in advance of starting works, provide method / risk statements (RAAMS) and "work away" insurance and comply with induction and safety procedures. Typical minimum insurance requirements may be, but not limited to Public Liability €6.5m and Employers Liability €13m. Hot works may only be allowed subject to specific insurance and permission.

Specific & General Conditions of Sale	These specific sale terms and conditions form part of and will be applied in conjunction with our General Terms & Conditions of Sale and the General Terms and Conditions of Sale.
	<u>GENERAL TERMS & CONDITIONS OF SALE</u>
1.0	<p>These Terms and Conditions of Sale, together with any Specific Terms & Conditions and the Catalogue of Lots specific to a particular sale shall be read as one document and shall apply to all items offered for sale whether sold, publicly or privately, by McKay and Associates Limited, whether by Online Auction, Live or Webcast Action, Tender Sale or Private Treaty.</p> <p>In the event of any condition(s) contained within the Specific Terms & Conditions being inconsistent with these Terms & Conditions of Sale, at the Auctioneers discretion, the specific condition(s) will prevail.</p> <p>These Terms & Conditions are subject to change from time to time and current Terms & Conditions will replace all previous versions.</p> <p>In the instance of a joint agency, the joint agent's Terms & Conditions will also apply, however in the event of a conflict of terms, McKay's Terms & Conditions will take precedence.</p>
2.0	<p>Bids will be considered for individual lots or specified combinations of lots.</p> <p>The successful bidder(s) whose bid(s) are accepted for particular lot(s) shall be the purchaser(s) thereof and shall be informed of the acceptance thereof by notice (an "Acceptance Notice") by the date specified in the Specific Terms & Conditions.</p> <p>In the event that equipment is being offered concurrently with the lease or sale of land & buildings, this tender and any consideration tendered shall be for equipment only exclusive of the real estate.</p>
3.0	<p>The price at which the bidder bids and purchases each lot will be exclusive of VAT and Auctioneer's fees for which the Purchaser shall be additionally responsible. (Auctioneers Fees may also be referred to as Buyers Commission or Buyers Premium.)</p>
3.1	<p>Where a Deposit is requested in the Tender Form, this deposit in the form of a bank draft or bank transfer, must accompany the submitted tender and will be taken towards payment for any invoiced lots. In the event that your bids are not accepted, your deposit will be returned in full.</p>
4.0	<p>The Purchaser shall after delivery of an Acceptance Notice pay in accordance with condition 10 to McKay & Associates Limited, no later than the date specified in the Specific Terms & Conditions, the full amount of the purchase money plus Auctioneer's fees at the rate defined in the Specific Conditions (on the net bid price) and VAT on fees at the current rate in the Republic of Ireland. Time in this regard shall be of the essence of the contract.</p> <p>Purchasers will be charged VAT on the amount of their purchases unless the Purchaser qualifies under the EU Reverse Charge Mechanism or provides the Auctioneer with Revenue certified confirmation that the purchases or any part thereof are exempt or zero rated, in which case, the Auctioneer may request a deposit equal to the Vat, refundable upon the Purchaser providing a valid Vat no proof of export no later than such refund date defined in the specific terms & conditions.</p> <p>If the purchaser fails to comply with export Vat requirements, Vat will be charged in full and will be returned to the Irish Revenue Commissioners, with no reclaim available to the purchaser(s).</p>

5.0	Additional to any applicable VAT, the Purchaser will be responsible for any taxes, duties, customs fees and the like (if any) which arise in respect of purchasing and (if applicable) exporting equipment. The purchaser shall be responsible for the procurement of any permits, licences or other authorisations of any description required in connection with the lots or any of them.
6.0	<p>The Auctioneer reserves the right to postpone or cancel a sale or change the closing dates or times for any sale.</p> <p>The Client reserves the right, at their sole discretion, at any time (including before the advertised sale date) to consider, accept or reject any bid and to waive any irregularity or informality. The Client shall not be bound to accept the highest or any offer. Any incomplete or conditional bids may be rejected.</p> <p>Any lot(s) purchased from a specific sale, before, after or outside of the sales event will be subject to the same terms and conditions of the specific sale, save certain amended dates may be agreed.</p>
7.0	Every bid submitted by a company or corporation shall be signed or sealed in whatever manner is usual and legally permissible for the bidder to effect a binding contract. Any bid submitted by a partnership shall be signed by one of the partners thereto for and on behalf of the partnership and shall state the names of all partners thereto.
8.0	A bid being made "in trust" or "as agent" must disclose the principal and no bid will be considered without such disclosure. The Client and/or the Auctioneer shall not be obliged to consider any bid which is related to or dependent upon the tender of any other party.
9.0	<p>The Client and / or the Auctioneer shall, before accepting any bid, be entitled to request and obtain from any person who has submitted a bid evidence that such person has sufficient funds available to it to comply with the terms of the conditions of sale in the event of any bid(s) being accepted. Any enquiry in this regard made by the Client and/or the Auctioneer shall not in any way be taken to commit the Client and/or the Auctioneer to accept any such bid(s).</p> <p>The Auctioneer reserves the right to seek proof of identity and address from the Bidder(s) as a requirement under sections 42 & 43 of the Criminal Justice (Money Laundering and Terrorist Offences) Act 2010. As Agents we are required to notify the Garda Síochána and the Revenue Commissioners of knowledge or suspicion of a person or entity engaged in money laundering or terrorist financing or the carrying on of any service or transaction that is connected with a place designated under section 32 of that Act.</p>
10.0	<p>Purchaser(s) will be required to pay the full amount of the purchase price, fees and VAT in euro</p> <ul style="list-style-type: none"> (a) by Bank Transfer to such account as the Auctioneer may advise or (b) by Bankers Draft or (c) Cash (for small amounts only) <p>Any deposit or partial payment will be accounted for only as a partial payment of the total gross amount of any invoice and will not under any circumstances be considered or accepted as a payment for any individual lot(s), notwithstanding that the partial payment may equal or exceed the gross value of any individual lot(s).</p> <p>No Purchaser shall be entitled to exercise any right of set-off deduction or withhold payment of any monies payable hereunder for any reason, including any possible delays in transferring any trade names, certificates or the like.</p>

11.0	Any scaffolding, shelving, racks, trolleys, tables, containers, switchgear, cabling, metal, pipes, conduits, stock or stores items, work in progress, files, manuals, software, media, documentation or any articles or substances which may be found in, on, under or near any lots and not mentioned in the Lot Catalogue shall be reserved to the Vendor.
	WARRANTIES AND LIABILITY
12.0	“Caveat Emptor” Each Purchaser shall be afforded an opportunity of inspecting the lot(s) and shall be deemed to have inspected and to be thoroughly acquainted with the contents and conditions of the lot or lots bid on and or purchased by him and to have purchased same subject to all faults, incompleteness, unavailability of intellectual property, deficiencies, imperfections and errors (if any) of any description therein, and no allowance whatsoever shall be made in respect of any such fault, imperfection or error or any difficulty of access.
12.1	<p>No warranty or representation is given that any lot, is of merchantable quality or that it is fit for the purpose for which it is intended or that any lot conforms to Safety Health and Welfare at Work Act 2005 or any other statutory act or conforms to any description, CE Certification or value whether as to purpose, quantity or quality or otherwise notwithstanding that the Vendor and their servants or agents may know of such purpose and it is a condition that any such warranty or representation (howsoever arising) is expressly excluded. Except as may be expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. In particular, Section 55 of the Sale of Goods Act, 1893 (as amended) and the conditions and warranties implied by Section 13, 14 and 15 of the Sale of Goods Act, 1893 (as amended) and the Sale of Goods Act 1980 are excluded. There is no right of return.</p> <p>Any verbal representation(s) made by any party must not be relied upon and in the event of any dispute, will not be considered to constitute representation(s).</p> <p>Purchasers are invited to carry out engineering inspections and in relation to vehicles are advised to carry out independent history checks.</p>
12.2	The interest in the lots which the vendor sells and the purchaser buys is such right as the Vendor may have and references to the lots shall mean such right.
12.3	Without prejudice to the generality of this clause 12 the items comprised in all Lots, whether or not certified as having been decontaminated for re-sale but have not been decontaminated for re-use. The Purchaser of the said Lots or any of them undertakes unconditionally to purge, decontaminate, service, calibrate and certify the said items prior to use and hereby indemnifies the Client and the Vendor for all liability, claims, costs, loss or damages that may be claimed by any person directly or indirectly by reason of the failure of the Purchaser to comply with this clause 12. This clause 12 shall survive the completion of the sale.
13.0	<p>The Purchaser agrees and accepts that:</p> <p>No statement, representation, measurement, quantity or description contained in any advertisement published by the Vendor or the Vendor's agents or given orally or contained in any website, photograph, brochure, letter or handout issued by the Vendor or by the Vendor's agents in respect of this transaction whether or not in the course of any representation or negotiations leading to the sale and not specifically referred to in this sale shall constitute a representation inducing the Purchaser to enter into the sale or any warranty forming part of this agreement; and</p>

13.1	Any statement description, age, quantity or measurement contained in any such advertisement, brochure, photograph, drawing or letter given by or on behalf of the Client/Vendor or the Client/Vendor's agents are for illustration purposes only and are not taken as matters of fact and that any mistake, omission, discrepancy, inaccuracy, misstatement, mis-description or incorrect measurement given orally or in form of any advertisement, website, brochure or letter by the Vendor or the Vendor's agents (whether or not in the course of any representation or negotiations leading to the sale) shall not give rise to any cause of action, claim for compensation against the Vendor or the Vendor's agents or any right of rescission under this agreement or the conditions of sale.
14.0	<p>Each lot shall, after despatch by the Auctioneer of an Acceptance Notice to the Purchaser be at the sole risk of the Purchaser, however title to each lot shall pass only on the removal of goods comprising lot(s) or part thereof from the Premises and after full and final payment of all amounts owing.</p> <p>In the event of lot(s) being sold to remain in situ, subject to written agreement of the Client and or the Vendor and or Landlord, title may pass, after full payment has been made by the purchaser.</p> <p>In the event of any lot(s) being released to, or removed by any entity who is not the intended purchaser of the said lots, or his contractor or carrier, such lots will be considered the responsibility of the purchaser of the lot(s) and no responsibility for any such allocation or removal of the said lots will be accepted by the Auctioneer, The Vendor or the Client.</p> <p>Purchaser(s) should therefore extend insurance cover immediately over the lots invoiced to them.</p>
REMOVAL OF LOTS	
15.0	Unless purchased by agreement to remain in situ, All Lots are to be cleared from site, during the specified dates by prior appointment and as defined in the Specific Terms & Conditions.
15.1	<p>All lots must be cleared and taken away from the Premises without fail at the Purchaser's responsibility and expense in such order as the Auctioneer or their representative shall direct by not later than the last collection day defined in the Specific Terms & Conditions.</p> <p>After payment has been made in full, the Purchaser will be permitted access to the necessary areas of the Premises on the defined dates and times for the purpose of dismantling and removing their lots(s). There will be no scheduled clearing on Saturday's, Sunday's or Irish Bank Holiday's.</p> <p>In the event that certain lots obstruct the removal of other lots, the purchaser of the obstructing lots will be obliged to remove his lots(s) immediately upon request and if he fails to do so, the Auctioneer is entitled, at the cost of the said purchaser, to dismantle, move and / or remove the particular lots.</p> <p>During busy periods, access to the site or to certain lots may be restricted on the grounds of health & safety, however the Auctioneer will endeavour to minimise any such restriction by planning the removals.</p> <p>Force Majeure. Neither the Client, the Vendor nor the Auctioneer will hold themselves responsible for any interruptions caused by events beyond the control of any party such as adverse weather, war, any industrial action etc.</p> <p>Neither the Client, The Vendor nor The Auctioneer shall have any liability towards any consequential loss.</p>

15.2	<p>Neither the Client, the Vendor nor the Auctioneer will hold themselves responsible for any lot(s) or part thereof while on the Premises. The Auctioneer will not transfer lots from one Purchaser to another.</p> <p>In the event that the Purchaser re-sells any Lot(s) to a third party prior to removal of the Lot(s), our terms and conditions remain the full responsibility of the Purchaser who initially purchased the Lots(s) from the sale.</p>
16.0	<p>Subject to the provisions hereof title to all lots capable of passing by delivery, shall pass by delivery and where the goods comprised in any lot(s) are incapable of passing by delivery, the transfer of title to the Purchaser shall occur by way of assignment on behalf of the Client/Vendor and the Purchaser shall be responsible for all reasonable costs of such assignment</p>
17.0	<p>All scaffolding, supports, piping, cabling, switchgear and other such fittings, conduits and connections to any lot remain the property of the Vendor and shall be disconnected by the Purchaser where marked in whatever manner or otherwise pointed out by the Client, Vendor and/or the Auctioneer or their representative.</p>
17.1	<p>The Purchaser will be responsible for all damages that it, its carriers, servants or agents may do to the property of any third party, the Vendor and/or the Auctioneer may require the Purchaser to deposit such sum of money with them by way of security for the costs of making good all such damage as may be likely to be occasioned by the removal of a lot or lots. Should the Purchaser refuse to lodge such monies, the Vendor and/or Auctioneer may refuse the Purchaser access to the Premises for the purpose of collecting all or any of the lot(s) as purchased. In the event of the Purchaser utilising a goods lift(s) or other lifting equipment present in the premises, the Purchaser must comply with the safe working load capacities of such equipment. No use is to be made of the roof or wall structures of the Premises for lifting or other purposes in connection with removal of any lot or lots and the roof materials of the Premises shall not be disturbed or damaged in any way except with the written consent of the Vendor and/or the Auctioneer.</p>
17.2	<p>The Purchaser shall be fully responsible for the correct handling and, if necessary disposal, of chemicals and substances contained in any lot(s) purchased.</p>
18.0	<p>No liability will be accepted by The Client, Vendor or the Auctioneer for personal injuries of any description and from whatsoever cause arising, sustained by any person whilst on the Premises whether for the purpose of inspection or removing any lots from the Premises in connection with the sale or otherwise. The purchaser shall be deemed to acknowledge that the Auctioneer invites bids in his capacity as Auctioneer of the Client/Vendor only, and for the sole purpose of facilitating the purchase of the Lots (or any of them) by the Purchaser and the Purchaser shall be deemed to acknowledge that any personal liability of the Auctioneer hereunder is excluded and that the Auctioneer shall be under no liability to the Purchaser hereunder affecting him personally or his estate.</p>
19.0	<p>Each Purchaser shall be responsible for and will indemnify and keep indemnified, the Client, the Vendor and The Auctioneer, their servants and agents from and against any liability howsoever arising, whether in relation to each lot or its removal from the Premises or otherwise including but in no way limiting the generality of the foregoing, any liability for:-</p>

19.1	<p>(a) personal injury to any person (whether fatal or otherwise). (b) loss or damage to any property and (c) any other loss, damage, actions, proceedings, costs, claims, demands, charges or expenses however arising caused or incurred, present or future (except when the same shall be proved to have been caused solely by the negligence of the Client and/or Auctioneer, its servants or agents).</p>
19.2	<p>During dismantling, moving and loading machinery, the Purchaser and or his contractor(s) of any mandatorily appointed contractor, is obliged to comply with any specific site induction procedures and regulations (if any) and all relevant current Health & Safety Procedures including certification and operator licencing of mobile plant. Adequate Personal Protection Equipment (PPE) should be utilised as directed or as appropriate and buyer(s) or their contractors are advised to equip themselves with first aid materials. The Auctioneer reserves the right to suspend or defer dismantling for reasons of Health & Safety.</p> <p>The Purchaser shall as requested provide a method / risk statement and at all times maintain full and adequate insurance in respect of the risk specified in these Conditions and must furnish to the Auctioneers, satisfactory evidence of such insurance. Regardless, it shall at all times be assumed by the Auctioneer that this insurance cover is in place.</p>
19.3	<p>Each Purchaser shall at his own expense provide all vehicles, equipment, forklifts, cranes, services, welfare facilities and labour necessary for the dismantling, removal and loading of lots by him. This also includes for any structural works and satisfactory re-instatement and also for the safe and correct handling and/or removal off site of any chemicals, fluids, gases or substances associated with any lot(s). In the event that the Purchaser(s) or his contractor(s) utilise any equipment the property of the Client or the Vendor or the Auctioneer, any such usage will be at the sole risk of the Purchaser(s) or their Contractor(s).</p>
19.4	<p>In the event that the Purchaser appoints an agent/project manager and/or contractor to act on his behalf, the purchaser will remain responsible for all activities and communications in the event of a dispute arising with such an appointed agent/project manager and/or contractor.</p>
20.0	<p>Minors shall not be permitted to enter on the Premises, whether alone or accompanied by an adult before, during or after the tender process for any purpose whatsoever. Any minor who gains access to the Property by any means whatsoever whether before, during or after the tender process shall be deemed to be there at his/her own risk (or adults risk if accompanied by an adult) and with notice of the condition of the Premises. Such minors or their guardians shall have no claims against the Client or the Auctioneer, their servants or agents in respect of any personal injuries sustained (whether fatal or otherwise) or any loss or damage to property or any other loss or damage, costs and expenses howsoever caused or incurred.</p>
21.0	<p>Neither the Client and/or the Auctioneer, their servants or agents shall not be liable for any loss, damage or injury occasioned to any Purchaser, his/her servants or agents or to any person or any property which may be caused by any defects, imperfection, malfunction in any lot or lots or contamination, whether caused by noxious substances on the Property, any physical component forming part of any lot or lots, any lubricant necessary for the proper maintenance and upkeep of any lot or lots, any substance contained in any lot or lots or any other material, substance, gas or element likely to cause contamination to any person or property.</p>
22.0	<p>If any dispute or difference arises concerning any lot or the interpretation of these Conditions or the Specific Conditions, the same shall be settled by the Auctioneer whose decision shall be final and binding on all parties concerned. In the event of any Specific Condition(s) being considered (if any), such conditions will not affect the body of these Conditions as a whole.</p> <p>Any refund, (if any) made by the Auctioneer to the purchaser(s) for whatever reason will be limited to an amount, including any costs, not to exceed the bid made for the particular lot(s).</p>

23.0	In the event of any item or all items being withdrawn from sale, the Client and/or the Auctioneer, their servants or agents shall not be liable for any costs or expenses incurred by prospective purchasers.
23.1	In the unlikely event of any valid third-party ownership claim arising in relation to any Lot(s) at any stage after acceptance of any bid(s), the Vendor and or the Client / Auctioneer reserve the absolute right to rescind any acceptance or sale and any refund will be limited to the amount bid by the bidder.
24.0	<p>The Client, Vendor and the Auctioneer maintain the right to set and at their discretion to amend reserves, without any liability. Reserves may or may not set or disclosed.</p> <p>The Client and the Auctioneer reserves the right to bid on any lot(s) up to the reserve price or to sell any lot(s) prior to the sale or acceptance date and may negotiate on any terms with any person whether or not such person is a party to the sale process, the subject of these Conditions.</p>
25.0	The Client and the Auctioneer reserves the right to alter, divide, group or withdraw any or all lots or change starting or reserve prices either before or at any time prior to the Acceptance Date or give options on any lot or all lots at any time prior to the Acceptance Date.
DEFAULT IN PAYMENT OR COLLECTION	
26.0	If for whatever reason, the Purchaser shall make default in payment of the purchase money or any other sum due under these Conditions or the Specific Terms & Conditions or neglect to comply with these Conditions as to collection or otherwise for whatever reason, all money paid by him or his agent at the time of default or neglect shall be forfeited to the Vendor who shall be at liberty to dismantle, move and or re-sell the lot(s) at such time or times as he may think proper and without notice to the Purchaser either by public sale or private contract, and the deficiency (if any) shall be for the immediate account of the Purchaser. The Vendor shall not be liable to account to the Purchaser for any amount arising on such subsequent resale.
26.1	In the event that the Purchaser fails to remove lot(s) by the final removal date, and requests additional time, if such time is available and the Client and or the Vendor is in agreement to grant any time extension, the Purchaser will be liable for the full costs and expenses of any such extension.
26.2	In case of non-payment by the Purchaser any amount which remains owing under these Conditions (after re-sale (if any) of the lot or lots shall be recoverable by the Vendor from the Purchaser together with interest on the amount outstanding from the last collection date for the lots until the date of actual payment which interest shall accrue on a daily basis at the rate of 20% simple interest per annum. The said interest charge is agreed to constitute liquidated damages in respect of the storage and other costs incurred by the Vendor in respect of the lots.

27.0	<p>Without limitation to the generality of the foregoing, no warranty or representation is given that the copies of any operating systems, software and computer programmes on computer equipment and hardware forming part of the lots are freely transferable under the terms of any relevant licence agreements pursuant to which the Vendor is entitled to use same and the purchaser hereby agrees that, to the extent that such licences are not assignable, no assignment is hereby effected. The Purchaser shall be responsible for obtaining from the third party licensor of any such operating systems, software and computer programmes, such licences as may be required by him or her prior to use of same and each Purchaser warrants that he or she shall be fully liable for the use of any such operating systems, software and computer programs by him or her in the absence of a licence permitting use from the third part licensor. The Purchaser hereby agrees to indemnify the Client, the Vendor and The Auctioneer in respect of any liability incurred as a result of or in connection with the sale by the Client of such lots as are purchased to any party in connection with this Agreement.</p>
28.0	<p>The Purchaser hereby acknowledges that The Auctioneer is executing this Agreement in his capacity as Auctioneer of the Client for the sole purpose only of facilitating the acquisition by the Purchaser of such lots as the Purchaser is purchasing and in particular (with prejudice to the generality of the foregoing) the Purchaser expressly acknowledges that any personal liability of The Auctioneer hereunder is hereby excluded and The Auctioneer shall be under no liability to the Purchaser hereunder effecting him personally or his estate. The liability (if any) of the Client hereunder shall be limited to the amount of cash representing the unencumbered assets of the Client collected by The Auctioneer in the course of his duties as such Auctioneer and not expended or distributed by him prior to the effective notification of any valid claim hereunder.</p>
29.0	<p>No warranty or representation is given that the hardware, equipment and/or software are free from viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming code or defects which are intended to damage a user system or data; compromise computer security or disrupt services at any site or capture passwords or collect or use tools intended to explore, exploit computer systems or network security vulnerability, and each Purchaser accepts and uses such hardware, equipment and software entirely at its own risk.</p>
30.0	<p>While the Vendor has made reasonable efforts to delete all personal data (within the meaning of the Data Protection Act 1988) from the hardware, equipment, software and any databases, residual personal data may be present in or on same.</p> <p>The Purchaser hereby undertakes and agrees that it shall, immediately on same coming to its notice, delete all residual personal data (within the meaning, of the Data Protection Act 1988) which may be contained on or in the hardware, equipment and/or software or in any databases and that it shall not use same for any purposes whatsoever, and that it shall indemnify and hold harmless the Client, the Vendor and The Auctioneer from and against all costs, claims and liabilities of whatever nature arising out of or in connection with any breach of the undertaking in this clause.</p>
30.1	<p>It is hereby expressly agreed and declared that nothing herein shall prejudice or affect the estate, person or property of the Client, or their firm, partners, employees, agents, advisers or representatives. In the event of the Client being a Receiver, Liquidator, Examiner or Administrator, or other, such client joins in this sale solely as appointed over the Vendor and not otherwise.</p>

<p>31.0</p>	<p>Any notice, demand, document or other communication whether required or permitted to be given hereunder shall be in writing and unless otherwise stated shall either be delivered by email, hand or sent by letter (pre-paid post) or by facsimile or text.</p> <p>Any such notice, demand, document, or other communication shall be deemed to be received, in the case of delivery by hand, at the time of delivery, in the case of a letter sent by post as aforesaid 48 hours after the despatch of same and, in the case of facsimile, text or email, on the termination of the transmission thereof to the facsimile number, text / email address of the intended recipient.</p> <p>Any such notice, demand document or other communication to be sent to any bidder or Purchaser may either be delivered or sent to the address or facsimile number, text number or email address (as the case may be) set out in the bidder registration submitted by such party (or to such other address or text number or facsimile number or email address so as such party may subsequently designate and notify in writing to the Auctioneer, and the Client for the purposes hereof).</p> <p>In the event that delivery by post is not feasible due to any threatened or actual disruption or cessation of the postal service by reason of industrial dispute or otherwise, any notice, demand document or other communication to be sent to any party shall be delivered by hand or by facsimile, text or by email in accordance with the provisions herein, save that in such event of postal disruption.</p>
<p>32.0</p>	<p>The masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa and words importing persons shall include firms or companies.</p>
<p>33.0</p>	<p>Each bid and or sale and any contract made hereunder shall in all respects (including the formation thereof and performance thereunder) be governed by and construed in accordance with the laws of the Republic of Ireland and the parties hereto agree for the benefit of the Client, the Vendor and Auctioneer, that the Irish courts shall have exclusive jurisdiction in relation to any matter arising under or in respect of the sale.</p>
<p>34.0</p>	<p>No amendment to the text of these Conditions of Sale or to any document annexed hereto shall be valid unless approved in writing by the Auctioneer. Any amendment so agreed by the Auctioneer in respect of any Bidder or Purchaser shall not constitute a general amendment of such term, provision or condition as it applies to the other bidders or purchasers.</p>
<p>35.0</p>	<p>For the avoidance of any doubt, any reference to Ireland excludes Northern Ireland.</p>
<p>36.0</p>	<p>A waiver by the Auctioneer or Client/Vendor of any breach by any bidder or purchaser shall not constitute a general waiver of such term, provision or condition or an acquiescence to any subsequent act contrary thereto whether by that or any other bidder or purchaser.</p>
<p>37.0</p>	<p>Each of these Conditions is separate and severable and enforceable accordingly and if at any time any provision is adjudged by any court of competent jurisdiction to be void or unenforceable, the validity, legality and enforceability of the remaining provisions hereof and of that provision in any other jurisdiction shall not in any way be affected or impaired thereby.</p>
<p>38.0</p>	<p>This Agreement embodies the entire Agreement and understanding between the parties hereto and supersedes all prior statements, representations, agreements and understandings relating to the subject matter hereof.</p>

	INTERPRETATION
39.0	The headings in these Conditions are for convenience only and shall not affect any interpretation of the conditions.
The "Client"	means The Liquidator, Mr Myles Kirby of Kirby Healy Chartered Accountants, 3 Fitzwilliam Court, Upper Pembroke Street, Dublin 2. Ireland.
The "Vendor"	means B&R Howard Limited (In Liquidation) Unit 37 Baldoyle Industrial Estate, Dublin 13. Ireland.
The "Auctioneer"	means McKay & Associates Limited , t/a McKay 4 Blackbourne Square, Rathfarnham Gate, Dublin 14 D14YX52 Ireland. Property Services Regulatory Authority Licence No: 001064 Current to 5/7/2018
The "Premises"	means The land & buildings at Unit 37 Baldoyle Industrial Estate, Dublin 13 Ireland and any other location(s) bearing property or equipment associated with the particular Sale.
"Landlord"	means The beneficial owner of the premises
"Lot"	means A defined item or items included in the sale.
"Lot Catalogue"	means The list of lots for sale included in the sale.
"Bid"	means An offer to purchase a lot or lots.
"Bidder"	means A person or entity who participates in the sale making offers to purchase a lot or lots.
"Purchaser"	means The bidder whose bid(s) is accepted in relation to lot(s). A purchaser may also be referred to as a Buyer.
"Auctioneers Fees"	means A commission charged to the purchaser as a percentage of and additional to the bid. This may also be referred to as "Buyers Premium" or Auctioneers Commission"
"Deposit"	Means An amount (if required) equal to the stated required % of the total net bid which in the event of any tender being accepted will be taken as an initial payment, otherwise refunded in full to the tenderer.
Time Zone	<i>All times referred to in these terms & conditions refer to local time in the Republic of Ireland, unless otherwise advised.</i>

