

IMPORTANT AND SIGNIFICANT SALE BY AUCTION OF SLURRY CONTRACTING EQUIPMENT

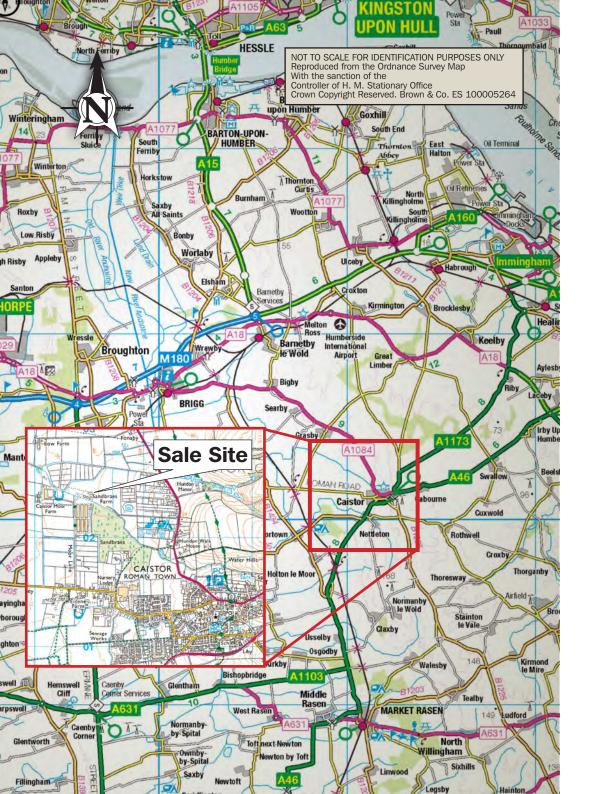


Thursday 2nd March 2023 at 10.30am

Sandbraes Farm Caistor Market Rasen Lincolnshire LN7 6SD

BidS®ter.co.uk i-bidder.com BROWN & C2

Residential. Commercial. Agricultural. brown-co.com



On Instructions From K W Wilson & Sons Ltd Agricultural Contractors

IMPORTANT AND SIGNIFICANT SALE BY AUCTION OF SLURRY CONTRACTING EQUIPMENT



Thursday 2nd March 2023 Commencing 10:30am prompt Sandbraes Farm, Caistor, Market Rasen, Lincolnshire LN7 6SD

Viewing: 10am until 4pm on Wednesday 1st March 2023 and on the morning of the sale from 8am only

Brown & Co Auctioneers office: 8 Melton Enterprise Park, Redcliff Road, North Ferriby, East Yorkshire HU14 3RS General Enquiries: 01482 421234 Viewing day and sale day enquiries: James Walton – 07920 496350 james.walton@brown-co.com Anita Riggall – 07966 597930 anita.riggall@brown-co.com BidSpotter.co.uk





LOCATION – Coming from the north, take Junction 5 of the M180 (known as Barnetby Interchange) and head south on the A18. At the roundabout turn left (signposted Humberside Airport). Approx. 100metres into Melton Ross take the right hand turn onto an unnamed road becoming Main Street (signposted Bigby / Grasby). Continue until reaching a crossroad, then take the left hand turn onto Bigby Hill A1084 (signposted Grasby / Caistor). Continue through Grasby until reaching Caistor, then take the first right hand turn onto North Kelsey Road (not signposted). Continue along North Kelsey Road for approx. 1 mile before taking the right hand turn onto Moor Lane.

Coming from the south, take the A15 north from the A46 at Riseholme Roundabout. Continue north until reaching Caenby Corner roundabout, then take the right hand turn onto the A631 (signposted Market Rasen / Casitor). Continue until a left hand turn onto the A1103 / Top Road (signposted Osgodby). Continue until reaching a crossroad and take the left hand turn north onto the A46. Continue along the A46 / Caistor Road through Nettleton. Once reaching Caistor take the left hand turn into Caistor. Continue 100metres before taking the next left turn onto Navigation Lane. Continue 100metres before taking the next right turn onto Millfields. Once you reach the crossroads, take the left hand turn onto North Kelsey Road. Continue along North Kelsey Road for approx. half a mile before taking the right hand turn onto Moor Lane. The nearest postcode is LN7 6SD.

What3Words - upholding.melons.tester

All persons attending the sale ground are reminded that there may be risks on the site including moving machinery and vehicles and to exercise caution at all times with any children being fully supervised at all times. Any incidents that occur on the sale ground should be reported immediately to the Brown & Co office for details to be recorded. No vehicles will be permitted onto the sale ground during the sale.

COVID 19 GUIDELINES

If you are displaying any COVID-19 symptoms or have been in contact with anyone who has displayed any symptoms within the past 14 days prior to visiting the sale site, **you must not enter the viewing days on site.**

There will be a series of strict measures in place on the viewing days in accordance with HSE and government guidance to mitigate the risk of transmission of COVID-19. Brown & Co request that only people with a genuine intention of purchasing equipment attend the site, this is a business event not a social gathering.

On admittance to the viewing days, you will be requested to leave your contact details and addresses, **without exception**. All visitors to the site will be required to use the hand sanitiser stations on entrance to the site and when attending the Office. It is also requested that visitors bring their own PPE, face masks and their own pens.

Social distancing measures will be in place and visitors must adhere to them at all times. In the event that visitors fail to comply, they will be requested to leave the site.

Brown & Co continue to monitor the government guidance and regulations in place and will act accordingly in adherence to these. Should you have any queries about the protocols and the advice enclosed above, please contact the auctioneers.

PAYMENT - All lots become the sole risk of the buyer at the fall of the hammer. The property in a lot purchased shall not pass to the buyer or be removed until payment has been cleared of the full purchase price (including commission and VAT) to the auctioneers. All lots must be paid for upon the receipt of the invoice sent by the auctioneers and within 1 week of the sale date.

CHEQUE PAYMENTS - Buyers unknown to the auctioneers wishing to pay by cheque with immediate clearance must be accompanied by a written Bank reference for a sum equal to or in excess of the total invoice. The reference must specify the sale location, date, the account details upon which the cheque will be drawn and the amount up to which their cheque will be honoured. We are able to accept VISA debit cards only. Payments by credit card are not acceptable. In order to comply with Money Laundering Regulations 2017, we are unable to accept cash payments for sums in excess of £7,500 either as a single payment or multiple payments totalling £7.500.

REMOVAL OF LOTS - No lots may be removed from site unless accompanied by a receipted invoice. All lots are to be removed by Thursday 9th March 2023.

LOADING FACILITIES - Loading facilities will be available on sale day until 5pm only. Loading outside these times will be strictly by arrangement with the Sellers. Any lots remaining after Thursday 9th March 2023 will be re-sold (see section 12 of the Conditions of Sale). The Auctioneers and Seller will not accept any responsibility or liability for the loss or damage to lots left on the sale ground and all Buyers are reminded that they are entirely responsible for any lot purchased from the fall of the hammer.

Vehicles entering the sale ground for loading must operate below a 5mph speed limit and move with caution.

BUYER'S FACILITIES - All potential Buyers are requested to register with the Auctioneers and complete a Buyer's Number Slip and be allocated a Buyer's Number. Bids may not be accepted without a Buyer's Number.

BUYER'S PREMIUM - A Buyer's premium of 5% of the hammer price is payable on all lots. This is subject to VAT @ 20%

ONLINE BIDDING - Live online bidding will be available at this sale via i-bidder.com or bidspotter.co.uk. A 2% plus VAT internet surcharge will be added to the hammer price for successful bids made online through i-bidder.com or

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bidspotter.co.uk.. We recommend that registration for online bidding is made before the day of the sale. Brown & Co accepts no liability whatsoever for any loss of connectivity and the ability to bid on the day of the sale and strongly recommends attending the sale in person to ensure that ability to bid is maintained.

 $\ensuremath{\text{VAT}}$ - VAT will be payable on all lots in addition to the hammer price at the standard rate.

CONDITIONS - The sale will be conducted under our standard Conditions of Sale reproduced in this catalogue. All prospective Buyers should ensure that they have read and understood those Conditions. The act of bidding will be taken as acceptance of them.

REFRESHMENTS - These will be available on the sale day.

COMMISSIONS - The Auctioneers will be pleased to take written commission bids prior to the sale. Forms are available on request.

ENGINE HOURS - Neither the Sellers nor the auctioneers make any warranty regarding engine hours or vehicles mileages.

INSPECTION OF EQUIPMENT – No powered machinery or equipment may be started without the prior approval of a Brown & Co representative.

FORTHCOMING SALES - If you wish to receive catalogues of future sales, please leave your name and full address at our pay office.

CATALOGUE ENTRIES - Whilst every attempt is made to ensure that the descriptions are accurate, no guarantees are either given or implied. Buyers should be aware that from time to time, lots are withdrawn, and other lots added. Please contact the auctioneers prior to the sale to ensure that the machinery has been delivered onto the sale ground.

VIEWING – Wednesday 1st March 2023 (10am – 4pm) and on the morning of the sale from 8am only.

EXPORT OF GOODS - All goods purchased at Brown & Co auctions that are to be exported or removed from the United Kingdom will:

- 1. Be dealt with under the requirements set out of HM Customs and Excise publications:
- a) VAT Notice 703 dated April 2014 as updated 31 December 2020 - Export of goods from the United Kingdom.

https://www.gov.uk/guidance/vat-on-goods-exported-from-the-uk-notice-703

Further Guidance is available here for goods movements between Great Britain and Northern Ireland:

https://www.gov.uk/government/publications/ accounting-for-vat-on-goods-moving-between-greatbritain-and-northern-ireland-from-1-january-2021



https://www.gov.uk/government/publications/ accounting-for-vat-on-goods-moving-between-greatbritain-and-northern-ireland-from-1-january-2021/ check-when-you-are-trading-under-the-northernireland-protocol-if-you-are-vat-registered-business

- 2. Be ZERO RATED for VAT purposes subject to the following conditions being met:
- The goods are removed from Great Britain within three months from the time of supply (the date of auction).
- b) Brown & Co are provided with valid commercial documentary evidence that the goods have been removed from Great Britain within three months of the auction date.

Unless and until the above requirements are fulfilled Purchasers will be charged VAT at the Great Britain standard rate (currently 20%). This will only be refunded if all requirements within the regulations are met within the specified time limits.

Upon receipt of cleared funds the Purchaser at auction takes ownership of the goods and goods will not leave a vendors premises until this is the case.

The Purchaser or their agent will be responsible for removing the goods from Great Britain and will act as the importer of record and will be responsible for payment of any VAT, duties, goods and services tax, or other sales or import taxes or duties arising on the exportation of the goods from Great Britain and the importation of the goods into any country.

Neither Brown & Co or the Vendor are responsible for any VAT, duties, goods and services tax, or other sales or import taxes or duties arising on the exportation of the goods from Great Britain and the importation of the goods into any country by the Purchaser or their agent.

Further Guidance is available here for goods leaving the United Kingdom:

https://www.gov.uk/check-customs-declaration

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MISCELLANEOUS SPARES, PARTS & EQUIPMENT

1 2 3 4	Qty of various spares, parts and equipment 8,000L/min MEC vacuum pump 12,000L/min B.P. vacuum pump Qty of wire ropes Padiater for 2000 social ICB Factors
5 6	Radiator for 3000 series JCB Fastrac Qty of TEBBE spreader parts
7	Qty of TEBBE spreader parts
8	Qty of tanker site tubes
9	Qty of tanker site tubes
10	ROR break drums (brand new)
11	ROR break drums (brand new)
12	BPW hubs
13	BPW hubs
14	Tow hook for pickup hitch to fit 3000 series JCB Fastrac
15	Tow hook for pickup hitch to fit 3000 series JCB Fastrac
16	Tow hook for pickup hitch to fit 3000 series JCB Fastrac
17	Qty of spares for application injectors
18	Qty of spares for application injectors
19	Qty of spares for application injectors
20 21	Qty of spares for application injectors
21	Suspension air bags and springs for ROR
22	Suspension air bags and springs for ROR Suspension air bags and springs for ROR
23 24	Suspension air bags and springs for ROR
25	PTO driven pressure washer (for spares or repairs)
26	PTO driven pressure washer (for spares of repairs)
27	Trimble 750 auto guidance system
28	Trimble 750 screen
29	200m new 5" lay flat extra thick wall drag hose (brand new)
30	400m new 5" lay flat extra thick wall drag hose (brand new)
31	400m new 5" lay flat extra thick wall drag hose (brand new)
32	200m new 5" Gollmer & Hummel drag hose (brand new)
33	200m new 5" Gollmer & Hummel drag hose (brand new)
34	Approx 150m of Oroflex 4" lay flat hose (brand new)
35	6,000L Derv fuel station inc pump
36	2018 Titan Blue Master 2500L AdBlue storage and
	dispensing tank, c/w pump & hose
37	2006 Western TransCube 3,000L fuel station c/w transfer
	pump

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AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

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39	pump 2015 Western TransCube 2,900L fuel station c/w transfer
40 41	pump 2008 Transtore 2,750L fuel bowser. Serial No: 002411 2013 FuelProof trailed bowser, 200L AdBlue and 1,000L gas oil capacity. Serial No: 14842/4
42	2014 FuelProof trailed bowser, 200L AdBlue and 1,000L
43 44 45 46 47-69	gas oil capacity. Serial No: 16925/2 Homberg 350m land drain jetter Homberg 400m land drain jetter (for spares or repairs) Homberg 400m land drain jetter Mansfield Industrial commercial jetter, 54L/min, 4,000 ps Spare Lots
	WHEELS AND TYRES
70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93	Qty of $385/R22.5$ wheel rims Pair of JCB Fastrac 30" wheel rims Pair of JCB Fastrac 34" wheel rims Pair of JCB Fastrac 34" wheel rims with 1 x tyre Pair of Firestone $66x4300-25$ tyres and wheels 1 x $66x4300x25$ tyre Pair of $385/65R22.5$ tyres Pair of $385/65R22.5$ tyres and wheels Pair of $385/65R22.5$ tyres Pair of $385/65R22.5$ tyres Pair of $385/65R22.5$ tyres Pair of $385/65R22.5$ tyres Pair of $540/65R30$

2012 Western TransCube 2,900L fuel station c/w transfer



94	Pair of 560/60R22.5 floatation tyres and wheels	
95	Pair of 560/60R22.5 floatation tyres and wheels	
96	3 x 215/75R17.5 tyres to fit low loader	
97	Pair of 11.5/80R15.3 tyres and wheels	
98	1 x 445/65R22.5 tyres and wheel	
99	Pair of 445/65R22.5 tyres (brand new)	
100	1 x 11R22.5 tyre and wheel (brand new)	
101	Pair of 11R22.5 tyres (brand new)	
102	Pair of Michelin 650/65R42 tyres	
103	Pair of BKT 600/70R30 tyres (brand new)	
104	Pair of BKT 600/70R30 tyres (brand new)	
105	Pair of BKT 600/70R30 tyres (brand new)	
106	Pair of BKT 600/70R30 tyres (brand new)	
107	Pair of BKT 600/70R30 tyres (brand new)	
108	Pair of BKT 600/70R30 tyres (brand new)	
109	Pair of BKT 600/70R30 tyres	
110	Pair of Ceat 600/70R30 tyres (brand new)	
111	Pair of Ceat 600/70R30 tyres (brand new)	
112	1 x Nokian 600/70R30 tyre	
113	Pair of BKT 600/70R30 tyres and wheels to fit JCB Fastrac	
114	Pair of BKT 600/70R30 tyres and wheels to fit JCB Fastrac	
115	Pair of BKT 600/70R30 tyres and wheels to fit JCB Fastrac	
116	Pair of BKT 600/70R30 tyres and wheels to fit JCB Fastrac	
117	Pair of Ceat 540/65R30 tyres (brand new)	
118	Pair of Vredestein Traxion XXL 710/60R30 tyres and wheels	
119	Pair of Trelleborg 710/60R30 tyres and tyres and wheels	
120	1 x BKT 1050/50R32 tyre and wheel	
121	3 x floatation 1300/530R533 tyres and wheels	
122	3 x 18R19.5 tyres and wheels	
123	Pair of Mitas 460/85R38 tyres	
119	1 x Perelli 460/85R38 tyres	
120	1 x Goodyear 580/70R38 tyres	
121	1 x TerraGator rim	
122-140 Spare Lots		

ATTACHMENTS

141-150 Qty of A frames

- 151-170 Qty of buckets to fit 13t-16t excavators ranging from 2ft to 4ft dyking and ditching buckets
- 171 Viby-Jern Danmark large hi-tip bucket to fit Volvo
- 172 **Ulrich** Hi-tip bucket to fit Volvo

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173	SFC general purpose bucket, adapted for use as a muck fork to fit Volvo		
174	2 x Massey Ferguson wheel weights		
175	2 x Massey Ferguson wheel weights		
176	Qty of JCB 40kg wafer weights		
177	Qty of JCB 40kg wafer weights		
178	Qty of JCB 40kg wafer weights		
179	Qty of JCB 40kg wafer weights		
180 181	JCB 3000 series weight carrier Zuidberg 900kg front linkage mounted weight block		
182	Sumo 1,500kg front linkage mounted weight block with		
102	single toolbox		
183	Agri Weld 1,500kg front linkage mounted weight block with twin toolbox and additional frame		
184-190	Spare Lots		
PUMPS AND EQUIPMENT			
191-230	Qty of various pipes, suction hoses, fittings and adapters		
231	Reck Flussignist Mixer 6m slurry stirrer, c/w 3m		
	homemade extension		
232	2017 Storth Machinery 6m slurry stirrer, c/w 4m		
	homemade extension. Serial No: 8973		
233	Rovatti irrigation pump c/w 6 cylinder Perkins engine		
234	2003 Wangen slurry pump with 4 cylinder engine, hand clutch operated		
235	Doda L35 PTO driven slurry pump with 3 point linkage frame		
236	Doda L35 slurry pump with Iveco engine and hydraulic		
200	primer pump		
237	Doda L35 twin axle engine driven slurry pump with 6 cylinder		
	Perkins engine, hydraulic primer pump, SIL remote control		
	system, fast tow, silent pack		
238	Doda L35 twin axle engine driven slurry pump with 6		
	cylinder Iveco engine, SIL remote protection system, fast		
000	tow, silent pack		
239	Aligator pump set c/w Cummins NT 855 engine, Criman		
	PTD 100KK pump, Ingersol Rand compressor, hydraulic driven primer pump, 6" Bauer inlet, left & right 5"		
	unven primer pump, o bauer miet, ieit & ngnt 5		

Storz outlet, SIL remote control and engine protection,

On 385/65R22.5 wheels and tyres

800m mounted pipe reel with 5" Gollmer & Hummel pipe,

rear hitch light and brake connection, gty of suction pipes.



- Gissing FE umbilical pump set, air suspension and brakes, rear tow hitch, hydraulic driven primer pump, SIL (Vision IVs) remote control and engine protection, FPT engine, Criman PTD 100KK pump, Ingersoll Rand compressor, Krohne flow meter, 5" left and right Storz outlets, 6" Bauer inlet, 800m hydraulic mounted reeler, pipe, Qty of Gollmer & Hummel pipe, high spec running axles, c/w 2 suction pipes, storage box, full road lighting kit. On 385/65R22.5 wheels and tyres
- 241 2005 Don-Bur tri axle step frame curtain side trailer with air brakes and long draw bar dolly c/w 2017 Storth
 Machinery pump set, Criman 100kk pump, FPT engine, SIL remote control system, air compressor, 30m³ nurse tank
 242-250 Spare Lots

REELERS

251-259 Qty of misc reelers

- 260 5" **Storz** cow horn hose handler on A frame
- 261 5" **Storz** cow horn hose handler on A frame
- 262 2019 Wox Viper hose handler. Serial No: F78
- 263 **Casella** Hydro Jet 110 reel c/w **Doda** L27 pump (for spares or repairs)
- 264 1,000m trailed reeler with 4" **Oroflex** pipe and rear hydraulic controls
- 265 2016 **RM** Super Rain 135 500m slurry reel with 5" alkethene pipe, 5" **Storz** fittings, full on board hydraulic system and hydraulic turn
- 266 2015 **Storth** 2,000m reeler c/w 1,800m 5" hose. Serial No: 0174
- **Gissing** 400m mounted reeler, gear box drive. C/w Qty of pipe
- Alligator 2,000m 5" trailed reeler with new hydraulic motor. On 550/60R22.5 **BKT** flotation wheels and tyres
- 269 2018 Storth 2,000m trailed reeler, rear hydraulic controls, power on & off & free wheel function, adjustable swinging draw bar, gear box drive on reel, 1,800m of 5" Gollmer & Hummel pipe. On 550/60R22.5 flotation wheels and tyres

IMPLEMENTS & APPLICATORS

270 Single leg sub soiler

271 Twin leg mole plough

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- 272 Howard Engineering 5 leg subsoiler and packer 273 4 leg grassland slurry injector (for spares or repairs) 274 4 leg grassland and arable slurry umbilical injector, c/w depth wheels 275 Kongskilde 4.2m tine slurry injector, 3 point linkage mounted. C/w Vogelsang slurry kit, Vibroflex tines, depth wheels **Horsch** Joker 5m arable disk injector and packer roller. C/w 276 Vogelsang slurry kit. 277 2001 **Evers** 6m Freiberger hydraulic folding slurry injector. C/w fixed tines, depth wheels, heavy duty A frame. Serial No: 56013114 2014 ILGI Arragon 600 arable land slurry incorporator c/w 278 Vogelsang slurry kit. Serial No: I406045 2017 Horsch Joker 6 CT 6m double disc injector c/w 279 Vogelsang slurry kit 280 **Evers** 7.2m tine slurry injector, umbilical or tanker mounted. C/w Vogelsang slurry kit, Vibroflex tines, heavy duty A frame 281 **Evers** 7.2m tine slurry injector, umbilical or tanker mounted. C/w Vogelsang slurry kit, Vibroflex tines, heavy duty A frame 282 **Veenhuis** 7.2m hydraulic folding grassland disc injector, 3 point linkage mounted. 283 2019 Veenhuis Terraject 300, 8.12m slurry drag injector, c/w Vibroflex tines and depth wheels 284-295 Spare Lots **SPREADER & DRIBBLE BARS** 296 **TramSpread** 24m 3 wheel umbilical trolley 297 12m umbilical splash plate spreader bar on A frame quick hitch 298 Twin splash umbilical spreader bar with 3 point linkage
- Zunhammer 12m umbilical or applicator dribble bar, c/w
 Vogelsang distributor
- 300 2013 **Vogelsang** 24m hydraulic folding mounted dribble bar, suitable for umbilical and applicator, **Badger** flow meter
- 301 2017 Vogelsang SSG1140 32m hydraulic folding umbilical dribble bar, air operated section shut off from cab. C/w Krohne flow meter and Tanlake application monitor. On the farm from new
- 302 2018 **Vogelsang** SSG1140 32m hydraulic folding umbilical dribble bar, air operated section shut off from cab. C/w **Krohne** flow meter and **Tanlake** application monitor. On the farm from new



TRAILERS AND TANKERS

- 303 9m single axle chassis frame
- 304 12m tri axle flat bed trailer (for spares or repairs)
- 305 **JPM** twin axle 6m with 1.5m beaver tail low loader trailer, sprung draw bar, air suspension, hydraulic operated ramps. On 215/75R17.5 J Rated twin wheels and tyres
- 306 2011 **JPM** twin axle 6m with 1.5m beaver tail low loader trailer, sprung draw bar, air suspension, hydraulic operated ramps. On 215/75R17.5 J Rated twin wheels and tyres
- 307 2008 **JPM** tri axle 6.7m with 1.5m beaver tail low loader trailer, sprung draw bar, air suspension, hydraulic operated ramps. On 215/75R17.5 J Rated twin wheels and tyres
- 308 2007 **Rolland** Turbo Classic 22-32 16t twin axle trailer, air brakes, hydraulic rear door and manual chute. On 560/60R22.5 wheels and tyres (for spares or repairs)
- 309 2007 **Rolland** Turbo Classic 22-32 16t twin axle trailer, air brakes, hydraulic rear door and manual chute. On 455/65R22.5 wheels and tyres
- 310 2007 **Rolland** Turbo Classic 22-32 16t twin axle trailer, air brakes, hydraulic rear door and manual chute. C/w silage sides. On 560/60R22.5 wheels and tyres
- 311 2007 **Rolland** Turbo Classic 22-32 16t twin axle trailer, air brakes, hydraulic rear door and manual chute. C/w silage sides. On 560/60R22.5 wheels and tyres
- 312 2008 **Rolland** Turbo Classic 22-32 16t twin axle trailer, hydraulic brakes, hydraulic rear door and manual chute. C/w silage sides. On 560/60R22.5 wheels and tyres
- 313 2011 **Rolland** 6332 Rollspeed twin axle trailer, commercial axles, hydraulic rear door, hydraulic draw bar, manual chute, air brakes, on 560/60R22.5 wheels and tyres. C/w silage sides. Serial No: 54/0917
- 314 2015 **Rolland** 6332 Rollspeed twin axle trailer, commercial axles, hydraulic rear door, manual chute, air brakes, on 560/60R22.5 wheels and tyres. C/w silage sides. Serial No: DM088C118M1690
- 315 16m³ tanker (for spares or repairs)
- 316 Farm made twin axle lorry conversion tanker with 16m³ **Foden** tank, sprung drawbar, air suspension and air brakes, fully hydraulic operated rear door. On 11R22.5 wheels and tyres

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- 317 16m³ **Whale** barrel tanker mounted on **Ken Wootton** chassis, ROR commercial axles, sprung draw bar, air suspension, air brakes, full size opening rear door, 6" & 4" rear loading points. On 445/65R22.5 wheels and tyres
- 318 2010 **Record** twin axle slurry tanker, air brakes, air suspension, sprung draw bar, full length pipe rack, 14,000L/ min PTO driven pump, 4" & 6" connections at rear. On 445/65R22.5 wheels and tyres
- 319 2011 **Record** twin axle slurry tanker, air brakes, air suspension, sprung draw bar, full length pipe rack, 14,000L/ min PTO driven pump, 4" & 6" connections at rear. On 445/65R22.5 wheels and tyres
- 320 **Record** P33T tri axle slurry tanker, 23m³, load sensing, air brakes, air suspension, ROR commercial axles, rear steering axle, sprung draw bar, hot dipped full galvanised tank (inside and out), front left and right 6" loading points, front full length sight tube, rear hydraulic and hand operated 6" loading points, 14,000L/min **Battioni Pagani** vacuum PTO driven pump, 8" hydraulic operated top off loading funnel. On farm from new
- 321 **Record** P33T tri axle slurry tanker, 23m³, load sensing, air brakes, air suspension, ROR commercial axles, rear steering axle, sprung draw bar, hot dipped full galvanised tank (inside and out), front left and right 6" loading points, front full length sight tube, rear hydraulic and hand operated 6" loading points, 14,000L/min **Battioni Pagani** vacuum PTO driven pump, 8" hydraulic operated top off loading funnel. On farm from new
- 322 **Record** P33T tri axle slurry tanker, 23m³, load sensing, air brakes, air suspension, ROR commercial axles, rear steering axle, sprung draw bar, hot dipped full galvanised tank (inside and out), front left and right 6" loading points, front full length sight tube, rear hydraulic and hand operated 6" loading points, 14,000L/min **Battioni Pagani** vacuum PTO driven pump, 8" hydraulic operated top off loading funnel. On farm from new
- 323 **Record** P33T tri axle slurry tanker, 23m³, load sensing, air brakes, air suspension, ROR commercial axles, rear steering axle, sprung draw bar, hot dipped full galvanised tank (inside and out), front left and right 6" loading points, front full length sight tube, rear hydraulic and hand operated 6" loading points, 14,000L/min **Battioni Pagani**



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vacuum PTO driven pump, 8" hydraulic operated top off loading funnel. On farm from new

- 324 **Record** P33T tri axle slurry tanker, 23m³, load sensing, air brakes, air suspension, ROR commercial axles, rear steering axle, sprung draw bar, hot dipped full galvanised tank (inside and out), front left and right 6" loading points, front full length sight tube, rear hydraulic and hand operated 6" loading points, 14,000L/min **Battioni Pagani** vacuum PTO driven pump, 8" hydraulic operated top off loading funnel. On farm from new
- 325 **Record** P33T tri axle slurry tanker, 23m³, load sensing, air brakes, air suspension, ROR commercial axles, rear steering axle, sprung draw bar, hot dipped full galvanised tank (inside and out), front left and right 6" loading points, front full length sight tube, rear hydraulic and hand operated 6" loading points, 14,000L/min **Battioni Pagani** vacuum PTO driven pump, 8" hydraulic operated top off loading funnel. On farm from new
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- 327 **Record** P33T tri axle slurry tanker, 23m³, load sensing, air brakes, air suspension, ROR commercial axles, rear steering axle, sprung draw bar, hot dipped full galvanised tank (inside and out), front left and right 6" loading points, front full length sight tube, rear hydraulic and hand operated 6" loading points, 14,000L/min **Battioni Pagani** vacuum PTO driven pump, 8" hydraulic operated top off loading funnel. On farm from new
- 328 30m³ steel water tank on HGV axles with dolly (for spares or repairs)
- 329 1984 **Noroe** twin axle steel slurry nurse tank with 30m³ capacity, 8" loading funnel and 6" offloading port
- 330 30m³ twin axle nurse tank with 8" offload funnel, 6" fill at front, 4"&6" rear hand valves on 11.00R22.5 wheels and tyres

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

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- BROWN & C2
- 331 40m³ Tri axle nurse tank with 8" offloading funnel, 6" front load point, 6" rear hand operated valve, on 385/65R022.5 wheels and tyres
- 332 Tri axle bulk HGV trailer converted for use as aluminium nurse tank with dolly, air brakes, full size pipe rack, front and rear site tubes, 6" fill pipe. On 385/68R22.5 wheels and tyres

333-338 Spare Lots

LOADING SHOVEL

 2008 Volvo L110F loading shovel, auto lube, air con. On 750/65R26 full agricultural specification wheels and tyres. Reg: YW57 HBB. Hours: 9,773. Serial No: 3912 (bucket not included)

TRACTORS

- 340 2022 JCB Fastrac 4220 60kph, Vario Transmission, ABS air brakes, 6 cylinder 220Hp SISU engine, all wheel steer, heavy duty rear axle, Road Performance package to include traction control & hill hold, 4 electric spool valves, air seat, rear pickup hitch, AdBlue. On BKT 600/70R30 front and Nokian 600/70R30 rear wheels and tyres. Datatagged. On Farm from new. Dealer maintained. 8,000 hour transferable warranty (within UK only). Reg: YX22 VRE. Hours: 595. Serial No: JCB46W60HN2766931
- 341 2022 JCB Fastrac 4220 60kph, Vario Transmission, ABS air brakes, 6 cylinder 220Hp SISU engine, all wheel steer, heavy duty rear axle, Road Performance package to include traction control & hill hold, 4 electric spool valves, air seat, rear pickup hitch, AdBlue. On BKT 600/70R30 front and Nokian 600/70R30 rear wheels and tyres. Datatagged. On Farm from new. Dealer maintained. 8,000 hour transferable warranty (within UK only). Reg: YX22 VRF. Hours: 745. Serial No: JCB46W60AN2766943
- 342 2022 JCB Fastrac 4220 60kph, Vario Transmission, ABS air brakes, 6 cylinder 220Hp SISU engine, all wheel steer, heavy duty rear axle, Road Performance package to include traction control & hill hold, 4 electric spool valves, air seat, rear pickup hitch, AdBlue. On BKT 600/70R30 front and



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On Farm from new, Dealer maintained, 8,000 hour transferable warranty (within UK only). Reg: YX22 VRC. Hours: 838. Serial No: JCB46W60PN2767017 2022 JCB Fastrac 4220 60kph. Vario Transmission, ABS air brakes, 6 cylinder 220Hp SISU engine, all wheel steer, heavy duty rear axle, Road Performance package to include traction control & hill hold, 4 electric spool valves, air seat, rear pickup hitch, AdBlue. On BKT 600/70R30 front and Nokian 600/70R30 rear wheels and tyres. Datatagged. On Farm from new. Dealer maintained. 8,000 hour transferable warranty (within UK only). Reg: YX22 VRD. Hours: 1,352. Serial No: JCB46W60TN2766934 2022 JCB Fastrac 4220 60kph. Vario Transmission, ABS air brakes, 6 cylinder 220Hp SISU engine, all wheel steer, heavy duty rear axle. Road Performance package to include traction control & hill hold, 4 electric spool valves, air seat,

Nokian 600/70R30 rear wheels and tyres. Datatagged.

rear pickup hitch, AdBlue. On **BKT** 600/70R30 front and **Nokian** 600/70R30 rear wheels and tyres. Datatagged. On Farm from new. Dealer maintained. 8,000 hour transferable warranty (within UK only). Reg: YX22 VOB. Hours: 1,646. Serial No: JCB46W60TN2766769

- 345 2022 JCB Fastrac 4220 60kph, Vario Transmission, ABS air brakes, 6 cylinder 220Hp SISU engine, all wheel steer, heavy duty rear axle, Road Performance package to include traction control & hill hold, 4 electric spool valves, air seat, rear pickup hitch, AdBlue. On BKT 600/70R30 front and Nokian 600/70R30 rear wheels and tyres. Datatagged. On Farm from new. Dealer maintained. 8,000 hour transferable warranty (within UK only). Reg: YX22 VOC. Hours: 1,893. Serial No: JCB46W60CN2766771
- 346 2021 JCB Fastrac 4220 60kph, Vario Transmission, ABS air brakes, 6 cylinder 220Hp SISU engine, all wheel steer, heavy duty rear axle, Road Performance package to include traction control & hill hold, 4 electric spool valves, air seat, rear pickup hitch, AdBlue. On BKT 600/70R30 front and Nokian 600/70R30 rear wheels and tyres. Datatagged. On Farm from new. Dealer maintained. 8,000 hour transferable warranty (within UK only). Reg: YW21 NJX. Hours: 2,542. Serial No: JCB46W60PM2766478

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

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347 2019 JCB Fastrac 4220 60kph. Vario Transmission, ABS air brakes. 6 cylinder 220Hp **SISU** engine, all wheel steer. heavy duty rear axle. Road Performance package to include traction control & hill hold, 4 electric spool valves, air seat, rear pickup hitch, AdBlue. On BKT 600/70R30 front and Nokian 600/70R30 rear wheels and tyres. Datatagged. On Farm from new. Dealer maintained, 8,000 hour transferable warranty (within UK only). Reg: YX69 UVZ. Hours: 6,710. Serial No: JCB43X60TK2765504 348 2010 JCB Fastrac 3200 with plus pack. 65kph. 3 rear spool valves. Datatagged. On Vredestein 540/65R30 front and Nokian 540/65R30 rear wheels and tyres. Reg: AY10 FBG Hours: 10.767. Serial No: JCB23865H01270968 2010 JCB Fastrac 3200, 65kph, 3 rear spool valves. 349 Datatagged. Front linkage. On Vredestein 540/65R30 front and Nokian 540/65R30 rear wheels and tyres. Reg: YX10 EZR. Hours: 23,106. Serial No: JCB23865E01270938 350 2010 JCB Fastrac 3230 with plus pack, 65kph, 3 rear spool valves. Datatagged. On Vredestein 540/65R30 front and Nokian 540/65R30 rear wheels and tyres. Reg: KX10 KNR. Hours: 12,831. Serial No: JCB24865V9127089 2009 JCB Fastrac 3200, 65kph, 3 rear spool valves. 351 Immobiliser, Datatag, On Vredestein 540/65R30 front and Nokian 540/65R30 rear wheels and tyres. Reg: KX09 DPV. Hours: 15.947. Serial No: JCB23865V91270803 352 2009 JCB Fastrac 3230 with plus pack, 65kph, 3 rear spool valves. Datatagged. On **Vredestein** 540/65R30 front and Nokian 540/65R30 rear wheels and tyres. Reg: FX09 EUU. Hours: 8,632. Serial No: JCB24865V9120748 353 2009 JCB Fastrac 3230 with plus pack. 65kph. 3 rear spool valves. Datatagged. On Vredestein 540/65R30 front and Nokian 540/65R30 rear wheels and tyres. Reg: DX59 KX0. Hours: 13.044. Serial No: JCB24865P91270839 2008 JCB Fastrac 3230, 65kph, 3 rear spool valves. 354 Datatagged. On Vredestein 540/65R30 front and Nokian 540/65R30 rear wheels and tyres. Reg: VX08 MOU.

Hours: 10,390. Serial No: JCB24865A81270667



- 355 2008 JCB Fastrac 3200 with plus pack, 65kph, 3 rear spool valves. Datatagged. Front linkage. On Vredestein 540/65R30 front and Nokian 540/65R30 rear wheels and tyres. Reg: DX58 EJA. Hours: 12,820. Serial No: JCB23865P81270700
- 356 2007 **JCB** Fastrac 3200, 65kph, 3 rear spool valves, Datatag, On **Vredestein** 540/65R30 front and **Nokian** 540/65R30 rear wheels and tyres. Reg: YX07 KDK. Hours: 16,141. Serial No: JCB23864A71270332
- 357 2006 **JCB** Fastrac 3230 with plus pack, 65kph, 3 rear spool valves. Datatagged. On **Vredestein** 540/65R30 front and **Nokian** 540/65R30 rear wheels and tyres. Reg: FX56 FTJ. Hours: 8,194. Serial No: JCB24865C71270138
- 358 2006 **JCB** Fastrac 3220 with plus pack, 65kph, 3 rear spool valves. Datatagged. On **Vredestein** 540/65R30 front and **Nokian** 540/65R30 rear wheels and tyres. Reg: FX06 FR0. Hours: 6,947. Serial No: JCB18888650644332
- 359 2006 JCB Fastrac 3200 with plus pack, 65kph, 3 rear spool valves. Datatagged. On Vredestein 540/65R30 front and Nokian 540/65R30 rear wheels and tyres. Reg: FX56 FUB. Hours: 15,208. Serial No: JCB23865V71270152
- 360 2002 **JCB** Fastrac 3185, 65kph, 3 rear spool valves, Datatag, On **Vredestein** 540/65R30 front and **Nokian** 540/65R30 rear wheels and tyres. Reg: YX02 NVK. Hours: 19,002. Serial No: SLPFT106650642684
- 361 2020 Massey Ferguson 8740S Dyna VT, 50kph, ABS, front linkage, suspended front axle and cab, 2 front and 5 rear electric spool valves, full auto steer, full LED field lights, climate control air seat, 7" screen, AdBlue. On 600/70R30 front and 800/70R38 rear wheels and tyres. C/w 4 x 250kg rear wheel weights. Datatagged. On farm from new. Dealer maintained and serviced. 6,000 hour transferable warranty. Reg: YX20 AOJ. Hours: 2,249. Serial No: *VKKMY49GPLB155023*
- 362 2018 **Massey Ferguson** 8737 DynaVT 50kph, ABS, Front linkage, suspended front axle and cab, 2 front and 5 rear electric spool valves, full auto steer, climate control air seat, 7" screen, AdBlue. On 600/70R30 front and 800/70R38 rear wheels and tyres. C/w 4 x 250kg rear

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wheel weights. Datatagged. Reg: WX67 HBB. Hours: 4,660. Serial No: *VKKMY48GCHB348026*

- 363 2014 **Massey Ferguson** 8737 DynaVT, 50kph, Air brakes, ABS, Front linkage, suspended front axle and cab, 2 front and 5 rear electric spool valves, full auto steer, climate control air seat, 4" screen, AdBlue. On 600/70R30 front and 800/70R38 rear wheels and tyres. C/w 4 x 250kg rear wheel weights. Datatagged. Reg: BX64 NGV. Hours: 5,749. Serial No: E251027
- 364 2011 **Massey Ferguson** 7490 DynaVT 50kph, front linkage, suspended front axle and cab, 2 front and 4 rear electric spool valves, air seat, air and hydraulic acting brakes, auto steer ready. On 540/65R30 front and 650/65R42 rear wheels and tyres. Datatagged. Reg: FX11 NHC. Hours: 6,000 (approx). Serial No: B171043

SLURRY APPLICATORS

- 365 2019 Samson PGII28 tri axle slurry applicator, telescopic top loading arm with ejector primer and hydraulic driven 14,000L/min pump, 16,000L/min centrifugal discharge pump, stone trap, hydraulic height adjustable draw bar, front and rear forced steering axles, front axle hydraulic lift, near side front pipe loading point with hydraulic centrifugal pump, auto fill shut off, load sensing hydraulics, active link eight sensor, full LED field lighting kit. C/w 36m Samson dribble bar with self-levelling sensors, 36,32,30 & 24m spread width, hydraulic stone traps on boom, dual pass application, independent boom tilt, Sectional discharge. On 800/60R34 wheels and tyres. On the farm from new. Serial No: UMS050285K1105522
- Challenger TerraGator TG845, CVT gear box, 6 cylinder Sisu power engine, crab steering, 18m³ tank capacity, Falcon VT pump rate controller, 9,000L/min
 Borger pump, Trimble RTK, Vogelsang macerator, 8" loading arm, auto greaser, CAT3 3-point linkage. On 1050/50R32 Michelin wheels and tyres. On the farm from new. Reg: FJ13 KGZ. Hours: 5,347. Serial No: *AGCC0845ADW001009*



- 367 2019 Ploeger AT5105 LNMS self-propelled slurry applicator, 550hp Scania engine, ZF VT transmission, 50kph road speed, 0-30kph field speed, 5 wheel steer & drive, tyre inflation, Trimble RTK auto steer, extra double acting rear valve, front right & left 6" loading pipe and connectors, auto-greaser, 26m³ polyester tank, turbo filler on loading arm, Borger 9t/min load pump, Vogelsang macerator, CAT4 rear 3 point linkage, ISOBUS communication with rear implement, rear camera. On 1050/50R32 Michelin wheels and tyres. On farm from new. Dealer serviced. Reg: FX67 FLB. Hours: 4,379. Serial No: 95118018
- 368 2017 Vredo VT7028-3 self-propelled slurry applicator, 50kph road speed, 0-20kph field speed, 6 wheel drive and steer, 32m³ tank capacity, turbo filler unloading arm, auto greaser, tyre inflation, Trimble auto steer, full LED field lights, rear camera. C/w Vogelsang 36m hydraulic folding booms (32,30,28 & 24m) dribble bar with cab operated shut off, 12,000L/min lobe pump. On 900/60R42 wheels and tyres. Full factory overhaul at 4,500 hours (2020) including new transmission, new expandable tank top liner bag, new lobes in pump, new 3 way rear valve, new steering pump and valve block. Reg: FX17 JZE. Hours: 6,943. Serial No: *XL90111V9HD598016*

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

FORTHCOMING AUCTIONS

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23rd February 2023: 10:30am

Auction Of Modern Farm Machinery & Specialist Potato Equipment Great Limber Grange, Great Limber, North East Lincolnshire DN37 8LZ Contact Details: James Walton – 07920 496350 – james.walton@brown-co.com Anita Riggall – 07966 597930 – anita.riggall@brown-co.com

9th March - 15th March 2023

Online Timed Auction Fledborough, Nottinghamshire Contact Details: James Walton – 07920 496350 – james.walton@brown-co.com Anita Riggall – 07966 597930 – anita.riggall@brown-co.com

16th March 2023: 10:30am

Auction Of Modern Farm Machinery Cambridgeshire Contact Details: George Watchorn – 07919 015675 – george.watchorn@brown-co.com Jon Clampin – 07717 512498 – jon.clampin@brown-co.com

23rd March 2023: 10:30am

Auction Of Modern Farm Machinery Home Farm, Sturton, North Lincolnshire DN20 9DN Contact Details: James Walton – 07920 496350 – james.walton@brown-co.com Anita Riggall – 07966 597930 – anita.riggall@brown-co.com

17th March - 27th March 2023 National Online Timed Auction Contact Details: Simon Wearmouth – 07768 465744 – simon.wearmouth@brown-co.com Peter Thompson – 07500 783360 – peter.thompson@brown-co.com

CONDITIONS OF SALE FOR MACHINERY SALES BY AUCTION (with buyer's premium)

1 DEFINITIONS

(i) In these Conditions the following terms have the following meanings unless inconsistent with the context:

"Auctioneers" means Brown & Co - Property and Business Consultants LLP, C.R.N. 0C302092 whose registered office address is at The Atrium, St Georges Street, Norwich, Norfolk, NR3 1AB;

"Buyers Premium" means the premium charged to the Purchaser on purchase of Lots;

"Conditions" means the standard terms and Conditions of business set out in this document;

"Lots" means all or any machinery and other items sold or intended to be sold in accordance with these Conditions:

"Purchaser" means a person, firm or company who purchase any Lot;

"Vendor" means a person, firm or company who puts forward any Lot intended to be sold at the sale:

"Sale" means a sale of the Lots by auction from time to time organized by the auctioneers; "Saleground" means the venue at which the sale takes place;

"Hammer Price" means the price at which a Lot is knocked down by the Auctioneer to the Purchaser; and

"Reserve Price" means the minimum price fixed by either the Auctioneers or Vendor at which any Lot is to be sold at the sale.

(ii) Except where the context otherwise requires words denoting the singular include the plural and vice versa; words donating one gender includes all genders, words denoting persons include corporations.

CONDITIONS OF SALE 2

All persons attending the Sale in any capacity are deemed to attend on the understanding that they have read and understood (i) these Conditions.

(ii) These Conditions may be supplemented or superseded by special conditions applicable to specific Sales. Please check with the Auctioneers who will announce any departures at the start of the sale.

(iii) These Conditions, the sale of the Lots and the participation in the auction are on the basis that the Purchaser is acting wholly or mainly within the Purchaser's trade, business, craft or profession. The Purchaser should immediately notify the Auctioneers if this is not correct.

HEALTH AND SAFETY 3

All persons entering the Saleground do so at their own risk and with notice of the condition of the premises and their contents. (i)

All persons entering the Saleground are hereby made aware that there are significant risks on the Saleground including moving (ii) machinery and equipment.

Caution should be exercised at all times and children must be fully supervised at all times. (iiii)

(iv) All persons entering the Saleground must take notice of all specific health and safety notices on display at individual sites. If in doubt, please consult the Auctioneers in charge.

(v) Any accidents or incidents that occur on the Saleground must be immediately reported to the Auctioneers and details recorded in the accident book.

(vi) No powered machinery or equipment should be started without the prior approval of the Auctioneers.
 (vii) No vehicles are permitted on the Saleground during the sale.

(viii) Any vehicles brought onto the Saleground to collect lots should be operated with extreme caution and within a 5mph speed limit. (ix) The Auctioneers shall have the right at their discretion to refuse admission to their premises or attendance at their auctions by any person or entry of any lot onto the Saleground.

(i) The Auctioneers sell as agents for the Vendor except where they are stated wholly or partly to own any Lot as principal.

(ii) The parties to the contract of sale are the Vendor and the Purchaser. The Auctioneers are not responsible for any default by Vendor or Purchaser.

(iii) The Auctioneers includes any employee or agent of the Auctioneers who at the relevant time has the authority to conduct an auction sale.

5 LIMITATION OF LIABILITY

(i) This clause 5 sets out the entire financial liability of the Auctioneers (including any liability for the acts or omissions of its respective employees, agents and subcontractors) for:

(a) any breach of these Conditions however arising;

(b) any use made or resale of the Lots by the Purchaser; and

(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Conditions. (ii) Nothing in these Conditions shall limit or exclude the Auctioneers liability for:

(a) death or personal injury resulting from negligence:

(b) fraud or fraudulent misrepresentation; or

(c) any other liability which cannot be excluded or limited by applicable law.

(iii) Without prejudice to clause 5(ii), the Auctioneer shall not under any circumstances whatever be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

(a) loss of profit;

(b) loss of goodwill;

(c) loss of business;

(d) loss of business opportunity;

(e) loss of anticipated saving; or

(f) special, indirect or consequential damage,

suffered by any other party that arises under or in connection with these Conditions.

(iv) Without prejudice to clause 5(ii) or clause 5(iii), the Auctioneers total liability for all other losses arising under or in connection with these Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the Reserve Price.

(v) The Purchaser acknowledges that the Vendor has given the Purchaser a reasonable opportunity to inspect the Lots, and the Purchaser has satisfied itself as to the quality and condition of the Lots.

6 WARRANTY DECISIONS

In case of dispute as to the interpretation of these Conditions the decision of the Auctioneers shall be final and binding on all parties save as provided for in clause 17(iv).

7 RESERVATIONS

- (i) The Auctioneers sell as agent for the Vendor and as such are not responsible for any default by the Vendor or Purchaser.
- (i) The Auctioneers have absolute discretion without giving any reason to refuse any bid, to divide any Lot, to combine any two or more

Lots. to withdraw any Lot from the auction and in case of dispute put up any Lot for auction again.

8 CATALOGUES AND ADVERTISEMENTS

The Auctioneers cannot guarantee that any Lot described in any catalogue or advertisement will arrive for sale, nor that any description therein contained can be relied upon as accurate. Any illustrations in catalogues are for general identification only.

9 **RESERVE PRICE AND BIDDING**

(i) The Purchaser shall be the person who makes the highest bid acceptable to the Auctioneers.

(ii) In the event of a dispute between two or more bidders as to which is the Purchaser, the dispute shall be settled at the absolute discretion of the Auctioneers.

(iii) No bidding shall be retracted. The bidding increments will be regulated by the Auctioneers. No person may advance a bid less than a sum to be named from time to time by the Auctioneer.

(iv) All Lots must be inspected by the Purchaser. Except as set out in these Conditions the bids are on the understanding that the Lot has been inspected and is purchased with all faults and imperfections.

(v) The Auctioneers may accept written or verbal instructions to bid on behalf of prospective Purchasers, but any instructions accepted shall be at the risk of the prospective Purchasers, who will be deemed to have viewed the Lot(s), and the Auctioneers accept no responsibility in connection with the commissioning of their staff to bid for any Lots or for failure of telecommunications relating to bids made.

(vi) The Auctioneers may without giving any reason, refuse to accept the bidding of any person.

(vii) The Auctioneers and/or the Vendor reserve the right to fix a Reserve Price for any Lot. The Vendor may bid for any Lot either personally or through the Auctioneers or through any other person as many times as the Vendor thinks fit and may withdraw any Lot at any time before the sale of such Lot.

10 PAYMENT

(i) All Purchasers must declare their names and addresses, (and produce proof of identity) and if required, to pay to the Auctioneers the amount of the purchase money and if appropriate VAT and any Buyer's Premium charged in cash immediately on the fall of the hammer. In default of which the Lot or Lots shall be offered again and re-sold at the Auctioneer's discretion.

(ii) Lots must be paid for on the day of Sale, but the Auctioneers may at their absolute discretion, agree to accept payment by such other means or such other manner as they see fit.

11 RESPONSIBILITY FOR LOTS

At the fall of the hammer all risk and duty in the Lots shall pass to the Purchaser.

12 RESERVATION OF TITLE

If not paid for on demand, the Lot shall be returned to the Saleground for resale. (i)

(ii) Title to Lots shall not pass to the Purchaser until payment in full is received (in cash or cleared funds) for the Lots, in which case title to these Lots shall pass at the time of payment of all such sums.

(iii) Until title to Lots has passed to the Purchaser, the Purchaser shall:

(a) store those Lots separately from all other goods held by the Purchaser so that they remain readily identifiable as the Vendor's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to those Lots; and

(c) maintain those Lots in a good and marketable condition and keep them insured on the Vendor's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Vendor.

(iv) Subject to clause 12(v), the Purchaser may resell or use the Lots in the ordinary course of its business (but not otherwise) before payment for the Lots is made in full (if the Purchaser resells the Lots before that time it does so as principal and not as agent).

(v) If before title to Lots passes to the Purchaser, the Purchaser suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits any inability to pay its debts, or is deemed by the Auctioneers to be unable to pay its debts, then, without limiting any other right or remedy the Vendor may have:

(a) the Purchaser's right to resell the Lots or use them in the ordinary course of its business ceases immediately; and

(b) the Vendor may at any time require the Purchaser to deliver up all Lots in its possession that have not been resold, or irrevocably incorporated into another product.

(vi) In the event of sale by a Purchaser before payment has been made in full, the Purchaser shall hold the proceeds of such sale on trust for the Auctioneers (as agent of the Vendor).

(vii) In the event of breach of clause 10 or clause 12, the Auctioneers reserve the right to enter on to the property of the Purchaser, or others, to reclaim possession of any Lot.

13 BUYER'S PREMIUM

The Auctioneers will charge purchasers a Buyers Premium of 5% (plus VAT) on the Hammer Price of each and every Lot purchased 14 VALUE ADDED TAX ON PURCHASE PRICE

VAT at the standard applicable rate will be added to the sale price of all lots unless they are exempt. **15 WARRANTY AND INSPECTION OF GOODS**

(i) Unless a warranty is specifically given for a particular Lot at the time of the Sale all Lots are sold with all faults and imperfections and errors of description. Purchasers should satisfy themselves prior to the sale of the Lot as to the condition of each Lot and should exercise and rely on their own judgement as to whether the Lot accords with its description. Neither the Auctioneers, their servants or agents are responsible for errors of description or for the genuineness or authenticity of any Lot. Unless otherwise stated no warranty is given by the Auctioneers, their servants or agents or by any Vendor to any Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.

(ii) If any Lots are described at the same time of the Sale as in "working order" such Lots shall have no defect which renders them incapable of the reasonable work for which they are intended, and they must be capable of performing such work for a period of 7 days commencing at 12 noon on the sale day subject always to clause 15(v) to clause 15(vii) inclusive set out below.

(iii) Any Lot described by the Vendor as "just overhauled", "straight from work", "worked up to date of sale" or "as new" or any other similar description will be deemed to have been sold with a warranty that such Lot is in "working order".

(iv) All electrical items require a current Electrician's Safety Certificate and any item delivered without a certificate will either be refused

entry or have the lead and plug removed and sold as scrap. Where electrical equipment is sold without specific instructions for use it is the responsibility of the Purchaser to take independent advice as to the correct operating procedures and any characteristics specific to them. The Auctioneers shall have no responsibility for the safe use of the item.

(v) The Purchaser of any Lot is responsible for complying with all legal requirements as to the safe use of Lots purchased at the Sale and shall ensure compliance with all relevant legislation relating to the safe use of such Lots.

(vi) The Purchaser will be deemed to have inspected any Lot and will be solely responsible for ensuring that the Lot complies with the Health & Safety at Work Act 1974 and in particular Sector Information Minute 01/2006/03 as issued or subsequently amended by the Health and Safety Executive or subsequent governing body prior to commencing use or work with such Lot.

(vii) The Purchaser will provide if requested by the Vendor or the Auctioneer acting as agent on behalf of the Vendor a written undertaking pursuant to Section 6(8) of the Health and Safety at Work Act 1974 to confirm that all duties under Sections 6(1)(a) or 6(1a) of the Health & Safety at Work Act 1974 have passed to the Purchaser at the fall of the hammer.

16 COMPLIANCE WITH ROAD TRAFFIC ACTS

The Purchaser of any vehicle or trailer is responsible for complying with all legal requirements as to the construction and the use of such vehicle or trailer and for obtaining all certificates, permits or other authorization necessary before such vehicle or trailer can be used on the road.

17 ACCEPTANCE AND DEFECTIVE LOTS

(i) If the Purchaser fails to give notice of rejection in accordance with this clause, it shall be deemed to have accepted the Lots. (ii) Any Purchaser disputing the accuracy of any description or alleging breach of warranty of a Lot purchased shall:

(a) in the case of a defect that is apparent on normal visual inspection, no later than 12:00 noon on the third working day following the sale date: and

(b) in the case of a latent defect, give notice to the Auctioneers as soon as possible following the latent defect having become apparent. (c) return the Lot to the Saleground (or other such location as notified to the Purchaser by the Auctioneers) with seven days of the Purchaser's notice: and

(d) within seven days of the Auctioneer's request, provide a competent engineer's report setting out full details of the alleged defect. (iii) The Purchaser's rights under clause 18 shall not apply if:

(a) the Purchaser makes any further use of those Lots after giving notice or discovering the defect;

(b) the defect arises because the Purchaser failed to follow any oral or written instructions for the storage, commissioning, installation, use and maintenance of the Lots or (if there are none) good trade practice regarding the same;

(c) the Purchaser alters or repairs those Lots:

(d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or (e) the Lots differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements

(iv) The Auctioneers may appoint as arbitrator any person including but without limitation any partners of their own firm or any person in their employ who decision shall be final and binding on the Vendor and the Purchaser.

18 RESALE DUE TO FAILURE OF COMPLIANCE

(i) On failure of compliance with the conditions, the Auctioneers may without prejudice to any other rights they may have, resell the Lot or Lots, either by public auction or private contract and the deficiency (if any) arising upon the resale together with all expenses shall be due as a debt by the defaulter of the first sale.

(ii) The defaulter shall not be entitled to any surplus which may arise by such re-sale, which shall remain the property of the Auctioneers. (iii) Expenses shall be deemed to include the usual Auctioneers' commission on the re-sale and all expenses for porters, advertising, market tolls, carriage, care, storage, keep and otherwise,

(iv) For the avoidance of doubt, if any Lots are subject to a resale the Auctioneers shall not be required to obtain an equal or greater sale

price than achieved during the first sale. 19 AUCTIONEERS' RIGHT TO ANNUL SALES

(i) In the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser, the Auctioneers may, entirely at their discretion, annul and cancel the sale of such Lot or Lots.

(ii) Persons attending the sale are respectfully reminded that verbal or physical abuse to any person, especially the Auctioneers' staff, will not be tolerated.

20 REMOVAL OF LOTS FROM SALEGROUND

(i) All Lots whether sold or unsold may not be removed from the Saleground without a pass for the removal of Lots. Passes must be obtained from the Auctioneers' offices. All Lots must be checked out by a representative of the Auctioneers.

(ii) All Lots purchased must be cleared from the Saleground within seven days of the date of the Sale in which they were purchased. (iii) The Auctioneers reserve the right to sell entirely without reserve by auction at the next, or at any future Sale, any sold or unsold Lot which remains in the Saleground for longer than the times specified in clause 20(ii) above, unless they have received and accepted in their sole opinion a satisfactory explanation in writing from the Purchaser or Vendor as to why the Lot remains in the Saleground.

21 THIRD PARTY RIGHTS

A person who is not a party to a contractual relationship under these Conditions, shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

22 ENTIRE AGREEMENT

You acknowledge that you have not relied on, and shall have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Conditions.

23 SEVERANCE

(i) If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or partprovision shall be deemed deleted. Any modification to, or deletion of, a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Conditions.

(ii) If any provision or part-provision of the Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

24 APPLICABLE LAW

These Conditions shall be governed and constructed in accordance with English Law. All transactions to which these Conditions apply, and all connected matters shall also be governed by English Law.

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Brown&Co have an excellent reputation for providing Professional and successful machinery auction service throughout England. We arrange and organise both on site and national online auctions and both dispersal and collective auctions, meaning we have a service to suit all clients, whether disposing of one item or a full collection. Our auctions are well attended and run smoothly due to our enthusiasm and dedication which ensures a successful outcome for both sellers and buyers.

We conduct sales on behalf of private individuals and businesses as well as Insolvency Practitioners, Local Authorities and Statutory Bodies and for various reasons ranging from retirement to restructuring and we are able to tailor our service to suit their needs. Our auctions are promoted widely to our extensive database of contacts and we market the sale thoroughly including social medial and website.

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