

Lot	Title/Description
2001	1999 Case 580 Super Digger Loader c/w V5
2003	Cat 428D Backhoe Digger
2004	Ford 655C Digger
2005	1998 Ferrec 860 Backhoe Digger Loader Reg. No. R281 CBU
2008	1996 JCB 3CX Sitemaster Digger Loader c/w 4 in 1 bucket, extendahoe, manual transmission. 1 owner Reg. No. N972 GFS Ser. No. 0444644 Hours: 6970
2010	JCB 3CX Project 8 4wd Full Spec Digger c/w selectable 4wd and 3no. buckets Reg. No. K746 KSK Ser. No. 3CX4410065
2013	JCB 2CX Digger Loader Reg. No. YN57 NJU Ser. No. 71333106
2015	JCB 3CX Sitemaster Digger Loader Reg. No. Y227 JNM Ser. No. 4999752 Hours: approx 1300
2016	2005 JCB 3CX Backhoe Loader
2017	2003 JCB 3CX Backhoe Loader
2020	2001 JCB 3CX Contractor Digger Loader c/w Power Shift, piped Reg. No. GN51 UAG Ser. No. 0922905
2027	JCB 531-70 AS Loadall Reg. No. AU12 CVR
2029	JCB 526 Farm Special c/w pick up hitch & muck fork Reg. No. NK08 AKO
2030	New Holland LU5060 Telehandler Reg. No. YX09 EHY Ser. No. 29KA30230
2031	Manitou MLT524 Telehandler Reg. No. T717 ASM Ser. No. 140218
2032	JCB 531-70 Agri Plus Loadall c/w pallet forks Reg. No. FX08 HLO
2033	Manitou MLA 628 on pin cone carriage Reg. No. FN04 AOW
2038	2009 Merlo P28.8 TOP c/w pallet tines, 405/70x20
2039	2005 JKCB 530-70 Farm Special Telescopic Reg. No. AY06 EVR Ser. No. 1167608
2040	2003 JCB 30D Compact Sized 4wd Teletruk Ser. No. SLPLTL3D3E0892683
2041	Massey Ferguson 8925 Telescopic Handler
2042	Manitou MLT 625 Telescopic 61 plate
2043	JCB 530-70 Telescopic
2044	Matbro TS260 Telehandler
2045	2011 New Holland LM5040 Telescopic Hours: 3719 Reg. No. HX61 6DA
2060	Manitou 630T 4wd Telescopic Forklift Reg. No. M552 CBX Ser. No. 0017046
2061	Matbro Teleram Turbo
2068	Sanderson 249 4wd Telehandler
2072	Volvo 641 4wd Loading Shovel
2073	Blaw Knox Paver Ser. No. BK191
2074	1998 JCB JS 220 22 Ton Excavator c/w grey cab
2075	2010 JCB JS130 Excavator c/w hydraulic quick hitch & 48in bucket
2076	DAF 85-340 8 Wheel Tipper Lorry c/w alloy aggregate body 12 months test FSH Reg./ No. NX55 GWU
2088	2008 Takeuchi TB153FR Zero Tail Swing Excavator
2089	2006 JCB 8060 6 Ton Track Machine c/w 300-450-600-900 ditch buckets Hours: 8327
2090	2005 Hitachi ZX805B Excavator c/w tilting bucket
2091	JCB 3CX Digger Loader Reg. No. L418 NWF
2092	Sumitomo SH60 Digger c/w blade & qh
2095	2011 Neuson 6 Ton Digger c/w rubber tracks , hydraulic hitch, blade
2096	Yanmar Vi050 Excavator
2097	2005 Komatsu PC 50MR Midi Excavator c/w q/h, 2no. buckets
2100	Neuson 2503 Mini Digger/Excavator
2101	Hitachi EX35 Mini Digger
2102	1.5 Ton Mini Digger c/w 2 buckets, rubber tracks, 3cyl. engine
2103	2013 Kubota U17 Mini Digger
2104	Kubota K008 Micro Digger c/w 3 buckets, 3cyl. Engine, rops & rubber tracks
2106	Hitachi EX30 Mini Digger
2107	Hitachi EX35 Digger c/w new tracks
2108	2008 Kubota KX36-3 Excavator
2109	2014 JCB 801.4 Mini Digger
2110	2014 JCB 801.4 Mini Digger
2111	2014 JCB Micro Digger
2112	2014 JCB Micro Digger
2114	Kubota U15 Mini Digger
2124	JCB 3CX 4wd Skid Unit
2141	Kalmar TT30824 4x4 Forklift
2142	JCB 930 Forklift E Reg
2143	Toyota 3 Ton Diesel Forklift Truck
2144	Hyster 2 Ton Gas Forklift Truck Ser.No. A177B06761E
2146	Boss Diesel 4 Ton Forklift c/w Duplex Mast Ser. No. 013347
2147	Daewoo D305-3 3 Ton Diesel Forklift c/w 4730mm Triplex Mast Ser. No. FK02031
2148	Hyster 5 Ton Diesel Forklift c/w Perkins 1004 engine Ser. No. F5A7841J
2149	Toyota 18 Sas Diesel 3 Stage Forklift
2150	2006 Barford SXR5000 (SXR5877) Dumper c/w V5 Reg. No. YN07 AOK
2151	2006 Terex 6 Ton Swivel Dumper Reg. No. KE06 KGN
2152	Benford 6 Ton Dumper Ser. No. EW08HD234
2153	1999 Thwaites All Drive 6 Ton Dumper Ser. No. 197011
2154	2007 Ausa 6 Ton Dumper one owner from new
2155	2014 Thwaites 1 Ton High Lift Site Dumper Low hrs
2156	2004 Thwaites 6 Ton Dumper
2157	Winget 6000 Dumper
2158	Barford 3 Ton Dumper c/w swivel hopper
2159	2003 Terex 6 Ton Dumper Ser. No. SLB00N00E301EE019
2160	Barford SX6000 Straight Tip 6 Ton Dumper c/w electric shuttle
2161	2006 Thwaites 6 Ton Straight Skip Dumper
2162	2007 Thwaites 6 Ton Straight Skip Dumper
2163	Benford 3 Ton Dumper
2164	Thwaites 1 Ton Dumper
2166	Barford 6 Ton Straight Skip Dumper
2168	Benford 4 Ton Dumper
2170	Terex 6 Ton Dumper c/w straight tip Reg. No. Q930 GFD
2171	2007 Terex 10 Ton Dumper c/w straight tip Reg. No. SF57 NNL

Lot Title/Description

2173	Nilfisk Ride On Sweeper
2174	2001 Benford TV1400 Twin Drum Roller Ser. No. E104LA010
2175	Aveling Barford 10 Ton Roller
2176	2011 Bomag BW80-5 Twin Drum Vib Roller Low hrs
2177	Genie Wheeled Scissor Lift
2178	Skyjack Wheeled Scissor Lift
2179	2007 Benford TV800 Roller
2180	2012 Volvo DD38HF Vibrating Tandem Roller Ser.No. 650274
2181	2013 Bomag BW80AD-S Roller
2182	Bobcat 553 Skid Steer
2183	Bomag 90ADL Roller
2206	Compair Holman Compressor c/w 2cyl. Deutz engine
2207	Atlas Copco XAS 30 Compressor Hours: 666
2208	Lister 4cyl. Generator
2209	Diesel Generator
2210	Kaiser Diesel Compressor Arm
2211	Perkins (Wilson) 4cyl. 60kva Generator
2212	65kva Generator Perkins Engine
2213	Coventry 104kva Generator
2214	30kva Diesel Generator
2215	Hydrovane Diesel Compressor Arm
2216	Towed Compressor c/w Leyland engine
2217	Ingersoll Rand Compressor
2218	Warrior Products KT5000 LEB Generator
2219	Warrior Products KT5000 LEB Generator
2220	Warrior Products KT5000 LEB Generator
2221	Warrior Products KT5000 LEB Generator
2222	Warrior Products KT5000 LEB Generator
2223	Warrior Products KT5000 LEB Generator
2224	Warrior Products KT5000 LEB Generator
2225	Mobile Compressor
2226	Perkins 4cyl. Generator
2227	PTO Generator
2228	Hydrovane Road Compressor c/w Perkins engine
2229	Honda 240-110 Generator

BUYERS CONDITIONS OF SALE

1. DEFINITIONS

1.1 In these conditions the following meanings unless inconsistent with the context:

“Auctioneers” means Cheffins of the Saleground, Sutton, Ely, Cambs, CB6 2QT.

“Commission” means the commission charged on the sale of Lots in accordance with clause 2 below.

“Conditions” means the standard terms and conditions of business set out in this document.

“Lots” means all machinery and all other items sold or intended to be sold in accordance with these conditions.

“Purchaser” means a person, firm or company who purchases Lots.

“Vendor” means any person, firm or company who puts forward Lots intended to be sold at the sale.

“Sale” means a sale of Lots by auction from time to time organised by the Auctioneers.

“Sale Day” means the day fixed by the Auctioneers for an auction and where the context so requires means the day fixed for the auction in which a particular Lot is entered.

“Saleground” means The Saleground, Sutton, Ely, Cambs, CB6 2QT.

“Reserve Price” means the minimum price fixed by either the Auctioneers or the Vendor at which Lots are to be sold at the Sale.

1.2 Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting one gender include all genders; words denoting persons include corporations and vice versa.

2. BUYERS SERVICE CHARGE

2.1 All purchases will be subject to the following service charge

on lots sold by auction or by private treaty:

Class 1 items (as defined in 2.3 below): 2% of hammer price

Class 2 items (as defined in 2.3 below): 2.5% of hammer price

Class 3 items (as defined in 2.3 below): 5% of hammer price

The service charge will be subject to a minimum charge of £5 plus VAT per lot.

2.2 VAT at the standard rate will be charged on all commissions.

2.3 Definitions:

Class 1 items: Tractors, Excavators, Loading Shovels, Telescopic Handlers, Forklift Trucks, Bulldozers, Cranes,

Dumpers, Combine Harvesters, Self-Propelled Sugar Beet and Potato Harvesters, and Self-Propelled Sprayers.

Class 2 items: All other items except vehicles.

Lot Title/Description

Class 3 items: 4x4 Vehicles, Light Commercials and Cars

2.4 All lots purchased through Cheffins Internet bidding will be subject to an additional 1% of the hammer price plus VAT

3. STATUS OF CONDITIONS OF SALE

3.1 Any person attending the Sale is deemed that they have read and understood these Conditions and shall make any bid on the basis of these Conditions.

3.2 The Auctioneers may supplement or supersede these Conditions in whole or part with special conditions applicable to a specific Sale or Lot which will be announced at the time of Sale

3.3 No employee or agent of the Auctioneers has any authority to vary these Condition.

4. ENTRY TO THE SALEGROUND

4.1 Any person entering the Saleground does so at their own risk

4.2 Any person entering the Saleground must comply with the requirements of all health and safety notices

4.3 The Auctioneers reserve the right to refuse admission to any person or entry of any Lot(s) into the Saleground without giving reason.

5. VALUE ADDED TAX ON PURCHASE PRICE

5.1 VAT at the standard rate will be added to the purchase price of all Lots. The only exceptions to this will be the case of "zero rated" or "exempt" Lots. The Auctioneers will state at the time of Sale if any Lots fall within these exceptions.

5.2.1 In the case of overseas Purchasers from EC Countries, they will be required to supply the Auctioneers with their VAT/FISCAL NUMBER AND OTHER RELEVANT INFORMATION REQUESTED (i.e. copy of VAT registration certificate) in order that the items may be invoiced at zero rate for VAT purposes. Where THIS INFORMATION IS NOT MADE AVAILABLE or where the Purchaser is not VAT registered, VAT at the standard rate will be charged in addition to the purchase price of all relevant Lots. THIS AMOUNT WILL NOT BE RECOVERABLE. It is the responsibility of overseas purchasers from EC countries to ensure that they or their haulier complete and sign a "COLLECTION CERTIFICATE" at the Auctioneers office on collection of goods purchased. Failure to do so will result in VAT becoming payable at the standard UK rate and this VAT WILL NOT BE RECOVERABLE.

5.2.2 In the case of overseas Purchasers from Non EC countries, they will be required to pay a VAT deposit equivalent to the standard UK rate of VAT. Such amount will be refunded to the Overseas Purchaser if the Auctioneers receive within three months of "the time of supply" a satisfactory Bill of Lading or Certificate of Shipment as proof of shipment of the Lots outside the EC, failing which the VAT deposit will be paid over to Customs & Excise as VAT. T&Cs Jul14.qxp9_Layout 1 19/06/2014 12:05 Page 2

6. RESERVE PRICE AND BIDDING

6.1 The Auctioneers and/or the Vendor reserve the right to fix a Reserve Price for any Lot and withdraw that lot in the event that the highest bid does not meet the reserve.

6.2 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.

6.3 The Auctioneers may without giving any reason refuse to accept bidding of any person. In the case of a dispute as to any bid, the auctioneers may forthwith determine the dispute or put up the Lot again at the last undisputed bid or withdraw the Lot.

6.4 No person may advance less at a bid than a sum to be named from time to time by the Auctioneers nor be allowed to retract a bid.

6.5 Bids shall be made exclusive of any VAT or Service Charge/Buyers Premium which may apply

7. AUCTIONEERS AS AGENT FOR VENDOR

7.1 The parties to the contract of sale are the Vendor and Purchaser

7.2 The Auctioneers sell as Agent for the Vendor and as such are not responsible for any default by the Vendor or Purchaser.

7.3 In the event that a purchaser fails to pay the purchase price for the Lot in accordance with these Conditions and the Auctioneers have previously advanced to the Vendor of such Lot an amount representing such purchase price the Vendor shall forthwith at the request of the Auctioneers assign all and any of his rights against the Purchaser in respect of the unpaid purchase price to the Auctioneers and shall execute such documents as may be required by the Auctioneers to give effect to such assignment and further, shall give reasonable co-operation to the Auctioneers in any action, claim or proceeding brought or threatened by the Auctioneers against the Purchaser.

8. REMOVAL OF LOTS FROM SALEGROUND

8.1 All Lots whether sold or unsold may not be removed from the Saleground without a pass for the removal of Lots. Passes can be obtained from the Auctioneers office. All Lots must be checked out by the Security Staff.

8.3 All Lots purchased must be cleared from the Saleground within 14 days of the date of the Sale in which they were purchased unless alternative arrangements have been made with the auctioneers

8.4 Any Lot which (without the express written consent of the Auctioneers) has not been collected within 6 calendar months from the day on which it was sold or last offered for sale will be deemed to be abandoned and the auctioneers will be entitled to dispose of such abandoned Lots at their unfettered discretion. For the avoidance of doubt, any monies arising from such disposal(s) will be paid to and retained by the

Auctioneers.

9. DETAILS OF PURCHASERS

All Purchasers are required to register before the auction at the Auctioneers Office, whether or not the Lots which they purchase are to be removed on the day of the Sale.

10. EXCLUSION OF LIABILITY

10.1 The Auctioneers shall not be liable for any expense, loss, claim or proceedings in any respect of any loss or damage whatsoever to any property real or personal (including all Lots which remain at the Vendor's risk until risk passes to the Purchaser in accordance with clause 18.3 below) whether incurred before, during or after the Sale.

Lot Title/Description

10.2 The Auctioneers shall not be liable for any expense, loss, claim or proceedings in respect of personal injury to or death of any person arising out of or in the course of or caused by the Sale, except to the extent that the same is due to the negligence of the Auctioneers, their servants or agents.

11. PAYMENT

11.1 All Lots must be paid on the day of the Sale by the Purchaser. All lots purchased through Cheffins Internet bidding must be paid within 1 week of the relevant sale day.

11.2 As provided by the Late Payment of Commercial Debts (Interest) Act 1998, the Auctioneers reserve the right to charge the Purchaser(s) interest at 8% above the prevailing base rate set at that time by the Bank of England for any unpaid account.

11.3 If an account remains unpaid and legal action is taken the auctioneers reserve the right to demand in full from the purchaser all legal and professional fees owing from such action.

12. INSPECTION OF GOODS

All Lots are sold with all faults and imperfections and errors of description. Purchasers should satisfy themselves prior to the sale of the Lots 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. 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.

13. REPLACEMENT OR ALTERATION OF LOTS

Any Lot in the Sale marked with a Lot number followed by an "X" denotes that the description of that particular Lot is different from the original Lot as shown in the catalogue. This Lot may be a replacement

T&Cs Jul14.qxp9_Layout 1 19/06/2014 12:05 Page 3

of the original as catalogued or there maybe an alteration of it's description. Therefore, any items marked with a Lot number followed by an "X" must not be connected with the original Lot number in the catalogue and its description will be absolutely as given out by the Auctioneer at the time of the Sale.

The addition of an "X" to a Lot will cancel the original entry as shown in the catalogue.

14. AUCTIONEERS' RIGHT TO ANNUL SALES

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

15. 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 authorisations necessary before such vehicle or trailer can be used on the road.

16. HEALTH AND SAFETY AT WORK ACT 1974 AND ALL OTHER ACTS AND REGULATIONS APPLICABLE TO

FARM SAFETY

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

16.2 The Auctioneers description and knowledge of the Lot(s) is initially dependant on the information provided by the Vendor. The Auctioneer does not carry out exhaustive due diligence on each Lot(s). The information supplied about the Lot(s) is not a representation of fact but a statement of opinion on the basis of the evidence reasonably available. Purchasers acknowledge these points and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the Lot(s) in which they may be interested.

16.3 Where the Vendor has declared any health and safety issues regarding a Lot or the Auctioneers have become aware of any such issues, details of the matter will be given out at the time of sale by the Auctioneer

16.4 It will be the Purchasers responsibility to satisfy themselves as to the health and safety matters. Bidders including the Purchaser acknowledge that Lots have generally been used and many are of an age and type which means they are not in perfect working condition. As such they may not comply with current health and safety legislation and may have faults not expressly referred to in the catalogue or the other information that may be available on individual Lots from the Auctioneers.

16.5 The Purchaser must satisfy himself prior to bidding for any Lot as to its condition and should exercise and rely on his own judgement as to whether the Lot accords with its description. The Auctioneers shall have no liability for the accuracy of the description of any Lot. Unless otherwise stated, no warranty is given by the Auctioneers to the Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law. It is the Purchasers responsibility to check the Lot and ensure that its subsequent use is compliant and that identified health and safety concerns are rectified.

17. TRADES DESCRIPTION ACT 1968

The Vendor is reminded that under the terms of the Trade Description Act 1968 the Vendor of any Lots to which a false description is applied may be guilty of a criminal offence punishable by fine or imprisonment.

18. RESERVATION OF TITLE

18.1 If the Auctioneers allow the Purchaser to remove the Lot from the Saleground before the Purchaser has made full payment for the Lot then title to the Lot shall remain vested in the Vendor.

18.2 If the Auctioneers pay the Vendor the price of the Lot before the purchaser has paid the price to the Auctioneers, title to the Lot shall pass to the Auctioneers and shall remain with the Auctioneers until full payment has been made by the Purchaser to the Auctioneers, when title shall pass to the Purchaser.

18.3 Notwithstanding that the title has not passed to the Purchaser, the Purchaser will be solely responsible for the lots standing in the yard immediately upon sale (the fall of the hammer).

18.4 The Purchaser shall until payment has been made in full keep the Lot in good marketable condition and

Lot Title/Description

readily identified and shall indemnify the Vendor or the Auctioneers as the case may be for any damage.

18.5 In the event of any sale by the Purchaser of a Lot before full payment has been made the Purchaser shall hold the proceeds of such sale on trust for the Vendor or the Auctioneer (as the case may be) and shall pay such proceeds into a separate identifiable bank account.

18.6 At the time before the title to the Lot has passed to the Purchaser, the Vendors or the Auctioneers (as the case may be) including the Auctioneers acting as agents for the Vendor, shall have the right to enter upon the Purchasers property for the purposes of recovering the Lot.

19. GOVERNING LAW AND JURISDICTION

For the avoidance of doubt all contracts entered into between the Purchaser and Vendor and between either of them and the Auctioneers on the basis of these standard terms and condition of business are governed by the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

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CHEFFINS Auctioneers JULY 2014