PRIVATE TREATY TENDER

DOCUMENT

We have received instructions to sell all remaining assets from **GLOBAL ARMOUR LTD** (In Liquidation) by **Private Treaty Tender** To include Sewing machines, cutting tables and related assets, Pallet Racking, Manual Forklift, **Air Compressor & Quality Office** Equipment On site at 2 Portman Business Park, Lissue Industrial Estate, Lisburn. Co Antrim

Full listing, Viewing appointments and Tender Documents with full terms available at <u>www.armstrongauctions.co.uk</u>

CONDITIONS OF SALE

- 1. These conditions together with those set out in the notice to tenderers appearing in this document are the only terms and conditions subject to which the Auctioneer's operate. (The Auctioneer) as agents for the vendor will sell goods to a tenderer (The Bidder) and all other conditions whether express, or implied at common law or by statue as are capable of lawful exclusion are hereby excluded.
- 2. The vendor is not obliged to accept the highest or any bid made for their goods.
- 3. The bidder shall pay to the auctioneer a commission at the rate of 15% of the amount bid to which will be added Value Added Tax at the appropriate rate.
- 4. All lots will be cleared by the bidder from the premises at which they are sold not later than the date specified in the notice to tenderers and can only be removed or prepared for removal on or between the dates and times specified in the notice to tenderers.
- 5. Should the bidder fail to comply with any of the foregoing requirements the lot or lots which have been sold to them or any part thereof may be re-offered for sale, destroyed or otherwise disposed of by the auctioneer in any manner as it shall in its absolute discretion deem fit, and any deposits paid shall be forfeit.
- 6. Without prejudice to any claims that the auctioneer and/or the vendor may have against the bidder for breach of contract or otherwise the bidder shall become liable from the expiration of the time as set out at clause 5 hereof for all storage, security and administration expenses and the cost of and incidental to the re-selling and/or otherwise of un cleared items.
- 7. The bidder will not be permitted to remove any lots purchased from the vendors premises until all sums due in respect thereof have been paid in full.
- 8. The bidder shall be responsible for all damages incurred by their carriers or their agents to the property of any third party (and particular the vendors premises) in removing the lot purchased.
- 9. The bidder is at risk upon notification of acceptance of their offer and is strongly advised to effect insurance at once. Upon notification of acceptance to an offer the bidder shall assume all risks in and relating to such lot. The bidder is advised to effect in respect of all such risks arising thereafter any insurance it may consider necessary.
- 10. Property in each lot shall not pass to the bidder until such time as:
 - Full payment therefor has been made to (where payment or part payment is made by cheque) until the cheque(s) in question have been cleared and
 - (ii) Each such lot has been removed from the premises in its entirety.
- 11. The auctioneer has used its best endeavours to ensure that the descriptions of each lot appearing in this document are accurate but the bidder relies upon such descriptions at their own risk. The bidder is advised to inspect any lots for which it intends to bid to verify the accuracy of the description contained in this document. No lots in this document are sold as new. The auctioneer on its own behalf and on behalf of the vendor hereby excludes all liabilities for any lots or damage or injury sustained by the bidder, as a result of or in connection with a defect in any lot purchased, a mis-description thereof in this document, the failure thereof to fulfil the functions of which they were intended by the bidder or any loss of damage occasioned thereof prior to the same being removed from the vendors premises but after the passing of risk therein pursuant to clause 11 hereof.
- 12. The vendor and the auctioneer hereby exclude liability for any accident or injury, however arising sustained by any person or persons who may attend the premises for the purpose of inspection, collection or any other business.
- 13. It is expressly brought to the attention of bidders that at the time of sale any item of plant, machinery or equipment contained in the lots may not necessarily comply with health & safety or environmental protection legislation or any act or acts or regulations there under governing the use of plant, machinery or equipment. Successful bidders are hereby required to ensure that the use of such plant, machinery and equipment in a place of work within the United Kingdom does not contravene such relevant act or regulation there under applicable thereto.

LEGAL DISCLAIMER DOCUMENT

The trading standards office for Northern Ireland

Since goods have been available for inspection my or on behalf of the purchaser prior to the sale, no warranty, condition, description or representation on the part of the Vendor is given or implied; nor is any warranty, condition, description or representation to be taken to have been given or implied from anything said by or on behalf of the Vendor prior to the sale. Any statutory or other warranty, condition or description expressed or implied as to the state, quality or fitness of the goods is hereby expressly excluded.

No warranty or representation is given or made that the goods comply with the Health & Safety (N.I.) Order 1978 or any other statutory provision are complied with.

No liability shall attach to the seller or the Auctioneers in respect of any damage, loss or injury sustained by the purchaser or by any third party arising out of the condition or use of the goods.

The purchaser will be responsible for any structural damage caused to the premises in the removal of the equipment and will be held liable for any repairs required.

BUYERS NAME		
SIGNED		
ADDRESS		
	POSTCODE	
DATE		

PRIVATE TREATY

Name:	
Company:	
Address:	
	Postcode:
Tel No:	Mobile:
Fax No	Email:
	od and agree to abide by the Auctioneers as in this Tender Brochure.
My bank is:	
ADDRESS	
I understand you may is acceptable.	require a reference from them if my offer
SIGNED	
PRINT NAME	
DATE	



Global Armour

LOT DESCRIPTION	LOT <u>£</u>
1 Contents of office	1 £
2 Contents of office,	2 £
3 Boardroom contents,	3 £
4 Contents of office	4 £
5 Contents of office	5 £
6 Contents of office	6 £
7 Contents of office	7 <u>£</u>
8 Contents of office	8 £
9 canteen tables and chairs ONLY	9 £
10 contents of workshop	10 £
11 contents of production office	11 £
12 contents of test lab	12 £
13 Chubb double door fire resisting document safe with key	13 £
14 Econo Copier	14 £
15 Drying rack	15 £
16 4 x 6ft cutting tables	16 £
17 4 x 6ft cutting tables	17 £
18 3 bays of shelving	18 £
19 3 bays of shelving	19 £
20 16ft cutting table with lower shelf	20 £
21 28ft cutting table	21 £
22 Quantity of product trolleys	22 £
23 16 bays of material shelving	23 £
24 3 x two-door stationery cabinets	24 <u>£</u>
25 Chubb safe with key	25 £
26 Set of high steps	26 <u>£</u>
27 Eco Lift	27 <u>£</u>
28 Contents of stitching area	28 £
29 Chubb two draw fire resisting filing cabinet	29 <u>£</u>
30 Assorted cutting knives	30 £
31 Assorted cutting knives	31 £
32 Assorted cutting knives	32 <u>£</u>
33 40ft cutting table	33 £
34 Phillips & Son band saw	34 £
35 Bullmer super silent band saw	35 £
36 Quantity of white lockers	36 £

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37 Quantity of sewing machine accessory tables	37	
38 5 x 6ft cutting tables	38	
39 Seiko sewing machine	39	£
40 Welding machine	40	£
41 Juki overlocker MO 2400 series	41	£
42 Juki sewing machine	42	£
43 Juki sewing machine	43	£
44 Juki sewing machine	44	£
45 Juki sewing machine	45	£
46 Singer sewing machine	46	
47 Singer sewing machine	47	
48 Juki sewing machine	48	
49 Juki sewing machine	49	
50 Juki sewing machine	50	
51 Juki sewing machine	50	
52 Juki sewing machine	51	
53 Juki sewing machine	53	
-	55	
54 Juki overlocker		
55 Seiko sewing machine	55	
56 Brother overlocker	56	
57 Juki sewing machine	57	
58 Juki sewing machine	58	
59 Toyota sewing machine	59	
60 Willcox & Gibbs overlocker	60	
61 3 x assorted cutting tables	61	
62 cutting table	62	
63 Juki sewing machine	63	
64 Juki sewing machine	64	£
65 Juki sewing machine	65	£
66 Juki sewing machine	66	
67 Welding machine	67	£
68 Welding machine	68	£
69 Band saw	69	£
70 Overlocker	70	£
71 Overlocker	71	£
72 Overlocker	72	£
73 Overlocker	73	£
74 Mitsubishi sewing machine	74	£
75 Singer sewing machine	75	£
76 Toyota sewing machine	76	
77 Toyota sewing machine	77	
78 Toyota sewing machine	78	
79 Cutting table	79	
80 3 bays of material shelving	80	
81 2006 Hydrovane Compressor. Model number VO7ACERO7 - 4035V10		
or 2000 figurovane compressor, would number vO/ACERO/ - 4035V10	0 01	L
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	OTAL	£

LOT 82 I wish to make an unconditional cash offer of £ for all assets as inspected at the time of viewing.		LOT 82 <u>f</u>	
In the event that the "bulk" offer is greater than all individual offers an entire asset sale will be considered.			
	TOTAL	£	

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NOTICE TO TENDERS

CLOSING DATE: The closing date for the receipt of tenders is Monday 28th January 2013 at 6.00pm by email with the auctioneers.

ACCEPTANCE: Successful tenders will be notified as soon as possible. Notification will initially be made by telephone with an invoice posted in due course.

PAYMENT: Full payment for goods will be required before passing of title. Payment, in this instance, will only be accepted by banker draft / transfer. Bids will attract 15% auctioneers commission and VAT at the UK rate of 20%. Export sales will be zero rated and subject to HMRC regulations.

RISK: The successful tender is on risk upon notification of acceptance of their bid and is strongly advised to effect insurance.

CONDITIONS OF SALE: Attention of tenders is drawn to the conditions of sale in this document. Goods to be removed within the agreed time frame at the buyers expense.

www.armstrongauctions.co.uk