

# FOR SALE BY TENDER

Upon Instructions of the Liquidator of Consett Windows Limited In Liquidation

CONSETT  
WINDOWS

## UPVC WINDOW & GLASS MANUFACTURING EQUIPMENT, VEHICLES

The lots are to be offered for sale by way of Public Tender (unless previously sold):

### GLASS SHOP EQUIPMENT

**2008 MTL LC3305 shape glass cutting line, air flotation system, breakout table, & free fall racks**

- Hydrovane HV04 compressor
- 2008 Thermoseal TGE argon filler
- 2001 Atlantic 4 brush glass cleaner
- 2 x Advance Systems hot melt machine and gun

### UPVC WINDOW MANUFACTURING MACHINES

- 2003 Elumatec KS 101/23 V notch saw with control panel & 2003 Elumatec MMS 100/00 measuring table
  - 2004 Someco 803 NTD triple head welder
    - Pertici Univer FC106 copy router
  - 2000 OMS Invincible OK 330 double mitre saw
    - 2004 Wegoma WSK8 copy router
- 2000 Wegoma KL148M bead saw with Elumatec MM5100/04 measuring table
  - 2003 & 2005 Elumatec DS703/01 THVtriple head welders
- 2004 Kombimatec 443/32corner cleaner • 2003 Elumatec EV 832/01 corner cleaner • 2003 Delta Transom groover • STB SL3TV triple head welder • 2 x Elumatec single head welders • 2005 Jinan HYSH1-120 single head welding machine • Urban SV 300/3P corner cleaner • EMA 201 Bead saw and control panel with Elumatec measuring table and control panel • 2005 Pertici Univer FC101 copy router • 2003 Elumatec GF 171700 copy router • 2003 Elumatec DG 142/00 double head saw with control panel • 2005 Jade Type WSM3 copy router • 2004 Elumatec DG 79/30double mitre saw and control panel • 2005 Jinan HYTQ1-120 bench single corner cleaning machine • 2005 Jinan HYVJ-01-65 plastic ALU profile V cutting saw • Hydrovane 43 compressor; Ingersoll Rand SSR ML11 compressor • 2005 Jinah HYSJD-120 single corner cutting machine with control panel for clamping feed • Jinah HYSF-200 double axis copy router and other lots too numerous to mention.

### VEHICLES

- 2003 Mercedes 311 Cdi MWB;
- 2002 Mercedes Sprinter 311 Cdi MWB van;
- 2000 DAF 45.150 Euro II T 7 ½ lorry with Cargolift.

Further details, Document  
Downloads and photographs  
available online.  
[www.JPSsurveyors.co.uk](http://www.JPSsurveyors.co.uk)

Viewing:	Tue 22nd November 2011 11am-4pm
Tenders by:	3pm Thur 24th November 2011 3pm

At: **Unit 1, Flowery Fields Industrial Park,  
Bennett Street,  
Hyde,  
SK14 4SS**

To receive **FREE** email notifications of current and forthcoming sales,  
please follow the link on our website.

9277 - Consett Windows Limited In Liquidation  
TENDER DOCUMENT  
NOTICE TO TENDERERS and SPECIAL CONDITIONS

<b>Viewing</b>	Tuesday 22nd November 2011 11 am till 4.00 pm
<b>Location</b>	WORTH House Unit 32, Stanley Road Whitefield Manchester M45 8QX                      Tel: 0161 767 8001
<b>Tender submission</b>	<b>Completed tender documents must be submitted by 3pm Thu 24th November 2011.</b> <b>Completed Tender Document should be delivered to JPS Chartered Surveyors, WORTH House, Unit 32, Stanley Road, Whitefield, Manchester M45 8QX (fax 0161 767 8005)</b> <b>Envelopes should be clearly marked 9277 TENDER in the top left hand corner.</b>
<b>Timetable</b>	<b>Completed tender documents must be submitted by 3pm Thu 24th November 2011.</b> <b>Notification of successful offers will be by Fri 25th November 2011.</b> <b>Final payment to be received prior to collection of the goods no later than 2 pm Mon 28th November 2011.</b> <b>All goods must be removed from site no later than Friday 02 December 2011, 4:30 pm.</b> <b>By appointment only, unless arranged otherwise prior.</b>
<b>Deposit</b>	A Tender submission deposit must be sent with your completed Tender Document for 10% of the bid total (subject to a minimum of £100). The deposit may be by company cheque. If unsuccessful in bidding, your deposit will be returned in full within 4 working days of the Notification date.
<b>Balance Payments</b>	Balance payment (including VAT) may be by cash, or bank transfer; to be made to JPS Chartered Surveyors upon receipt of notification of successful bids. Payment must be received no later than <b>2pm Mon 28<sup>h</sup> November 2011.</b>
<b>Collection Period</b>	Collection can commence only after receipt of cleared funds. The collection period will be 09:00 to 16:30 Tuesday 29th November to Friday 02nd December 2011. COLLECTION BY APPOINTMENT ONLY.
<b>Liability</b>	The purchaser shall assume all liability for the lot purchased immediately upon notification of a successful bid.
<b>VAT</b>	All lots in the sale will attract VAT at the prevailing rate of 20%, with the exception of those marked with hashes (#) which are zero rated.
<b>Buyers Premium</b>	<b>All bids are subject to a Buyer's Premium of 10% plus VAT of the offered price.</b>
<b>Queries</b>	Queries for further information should be sent to <a href="mailto:mike.g@JPSSurveyors.co.uk">mike.g@JPSSurveyors.co.uk</a> , or please call 0161 767 8001.
<b>NB</b>	The removal of any lot from the site is prohibited until our Accounts Department has received notification from our bank that payment has been properly cleared in full. Monies must be transferred to our client account within the time stated above. If there are any special arrangements you wish to make with us, you must contact us before the tender close date. Lots are offered subject to remaining available and are offered and sold "as seen" with all faults and without any warranties. The attention of all tenderers is drawn to this Notice, Conditions of Sale, and to the Bid Form at the back of this document.
<b>Listings</b>	The content listing below have been compiled for guidance only and should not be relied upon, the actual content of each lot may vary slightly, but not considerably.

Lot No	Description	Bid (£)
<b>10% plus VAT buyers premium will be added to all lots</b>		
1	8 metal making up tables, 7 Dexion racks and quantity of assorted window spares	
2	Double ended grinder, record No 5 vice and bench	
3	Elumatec double mitre saw Type DG 79/30 S/n 0797934526 and control panel	
4	Jade copy router Type WSM3 S/N 7571105 YOM 11/2005	
5	17 x Assorted pneumatic air drills, 4 x Inline pneumatic drills, Blue paint pneumatic sander and quantity of airlines	
6	Makita chop saw Model: LS1040 S/N 00516651 and bench	
7	Elumatec double head saw Model: DG 142/00 S/N 1429130560 YOM 10/2003 with control panel	
8	Copy router	
9	Elumatec copy router Type GF 171700 S/N 1710020884 YOM 09/2003	
10	Pertici copy router Type Univer FC101 S/N 05P263 YOM 2005	
11	Mobile 6 tier double sided rack and contents	
12	Evolution PVC snip saw	
13	Makita chop saw Model: LS1040 S/N 00596264K YOM: 2009 and bench	
14	SIP sliding mitre saw with laser	
15	Karcher A2004 industrial vaccum cleaner S/N 26485	
16	Banding machine and 2 reels	
17	Makita model 841d electric drill S/N 384446 YOM 2007 with case and Makita DC1414F charger	
18	Ryobi exacting chop saw	
19	SIP sliding mitre saw with laser	
20	Elektra Beckum 49716 chop saw	
21	Manual cropper	
22	Rechargeable torch	
23	Hydrovane 43 compressor	
24	Ingersoll Rand compressor Model: SSR ML11 with Global Transfer dry energy chiller and welded pressure vessel 30507hrs with Global Transfer dry energy chiller and welded pressure vessel	
25	Jinah single corner cutting machine Model HYSJD-120 S/N 05000 with control panel for clamping feed YOM 2005 cutting range 120 x 100 mm	
26	Jinah double axis copy router Model HYSF-200 S/N 05001 YOM 02/2005	
27	Jinan bench single corner cleaning machine Type: HYTQ1-120,S/n 05 002 YOM 02/2005 processing height 35 – 120mm, processing width 20-120mm	
28	Jinan plastic ALU profile v- cutting saw Type: HYVJ-01-65 S/N 05002 YOM 05/2005 max cutting depth 65mm, position length 300-1700mm	
29	Elumatec V notch welder	
30	Elumatec corner cleaner Type EV 832/01 S/N 8320120150 YOM 09/2003	
31	Urban corner cleaner Type SV 300/3P S/N 30543 YOM 01/1990	
32	Elumatec triple head welder Type DS703/01 THV S/N 7030130117 YOM 10/2003	
33	Elumatec triple head welder Model: DS703/01 THV S/N 7030130185 YOM 06/2005	
34	Maco chop saw Model: New250DV S/n 69005 YOM: 05/2005 and steel bench	
35	Elumatec single head welder Model: ES710/00LV S/N 7100020718 YOM 07/2003	
36	Elumatec V notch saw Model: KS 101/23 S/N 1012331436 YOM 09/2003 with control panel with Elumatec Type MMS 100/00 measuring table S/N 000021722 YOM 08/2003	
37	Elumatec single head welder Model: ES701 TV S/N 7010020103 YOM: 12/2003	
38	Bead saw and control panel S/N 19211600 with Elumatec Type EMA 201 measuring table and control panel S/N 201203101 YOM 1993	
38A	AGV Model AFC354 S/N 1067	
39	STB Model SL3TV triple head welder S/n 3198 YOM 1999	

40	Someco triple head welder Type 803 NTD S/N 58870204 YOM 2004	
41	Jinan single head welding machine Type: HYSH1-120 S/N 15009 YOM 09/2005 Welding height: 20-120mm Welding width: 120mm	
42	Weld inspection and test machine	
43	Makita chop saw Model: LS1040 S/N 00486280K	
44	Delta transom groover S/N 0101 YOM 2003	
45	Kombimatec corner cleaner Type 443/32 S/N 6480 YOM 2004	
46	Wegoma bead saw Type: KL148M S/N 2012284 YOM 2000 with Elumatec Type MM5100/04 measuring table S/N 100421281-10/03	
47	Pertici copy router Type: Univer FC106 S/N 96P262 YOM 1996	
48	Wegoma copy router Type: WSK8 S/N 04022 YOM 2004	
49	OMS invincible double mitre saw Model: OK 330 S/N 0100041 YOM 2000	
50	TE250 chop saw	
51	Quantity of safety barriers	
52	254mm table saw Model FMTC 10 TSL	
53	Circular saw	
54	3 x Power washers (incomplete)	
	FACTORY 2 GLASS SHOP	
55	MTL shape glass cutting line Model: LC3305 thickness 3-10mm air flotation system S/N MTLBL5737 YOM 2008 with breakout table and air flotation with 2 x free fall racks computer Hydrovane HV04 compressor Model: V04AERD07-4035300 S/N 09- 08 MA1320	
56	Atlantic 4 brush glass cleaner S/N 3335 YOM 10/2001 Stock no 060	
57	Sealex desiccant hopper	
58	Makita chop saw and bench Model ML5100 S/N 46983 YOM: 2008	
59	Advanced system hot melt machine with gun Model: HM2000	
60	Hydraulic clamping table	
61	3 x tables	
62	Hydraulic clamping table	
63	Thermoseal TGE argon filler S/N NM1090708 YOM:2008	
64	Advance Systems hot melt machine and gun	
65	3 x Double sided racks and 8 x single sided racks	
66	2 x Sack trucks	
67	4 bay racking unit	
68	Quantity of glass stock and spacers in factory 2	
	OUTSIDE	
69	9 x Assorted racks	
70	Quantity of profile in stillages (stillages not included)	
	OFFICES	
71	3 x Table, 3 draw filing cabinet, 3 x Typist chairs, 2 drawer desk pedestal,	
72	Epson DX8400 printer	
73	Dell dimension 2400 Pentium 4 tower computer with flat screen monitor	
74	Dell 2335dn printer	
75	2 x Table and half return, 2 draw desk pedestal, 2 x Typist chairs , 3 drawer and 2 x 2 door cupboard desk pedestal	
76	Dell PowerEdge SC440 Pentium D tower computer	
77	APC Smart UPS 750 battery back up	
78	DELL Optiplex 210L Pentium 4 tower computer with flat screen monitor	
79	Credenza, Boardroom table and 8 chairs, executive chair, Table and half return	
80	3 x 4 drawer filing cabinet, Executive chairs, 3 drawer desk pedestal, Table and half return	
81	Mercedes 311 Cdi MWB van Registration no: DF03 WXX First Registered: 10/07/2003 diesel 3500kg gross 2151cc MOT 20 July 2012 154,034 miles	

82	Mercedes Sprinter 311 Cdi MWB van Registration no: MD02 RZP First Registered: 14/08/2002 diesel 3500kg gross 2151cc MOT 27 January 2012 191,540 miles Tax 01/12	
83	DAF 45 Euro II T 7 ½ Registration no X773 ATD First registered 01/11/2000 diesel	

END OF SALE

**CONDITIONS OF SALE Standard conditions for sale of goods by tender / private treaty**

1. **Definitions**  
"Auctioneers" means JPS (Surveyors) Limited trading as "JPS Chartered Surveyors" (Company Number 5017249) whose registered Office is WORTH House, Unit 32, Stanley Road, Whitefield, Manchester M45 8QX;  
"Buyer" means the person firm or company who purchases the Goods from the Auctioneers;  
"Contract" any contract between the Vendor acting by the Auctioneers (as agents only) and the Buyer for the sale and purchase of the Goods, incorporating these Conditions;  
"Expenses" means in relation to the sale of any Goods, the Auctioneers charges and expenses, including but not limited to legal expenses, charges for insurance, catalogue and other reproductions, customs duties, packing or shipping costs, taxes, costs of testing, searches or enquiries relating to any Goods or costs of collection from a defaulting Buyer plus an amount in lieu of VAT if applicable on any expense incurred.  
"Goods" means any goods agreed in the Contract to be supplied to the Buyer by the Vendor (including any parts or parts of them);  
"Purchase Order" means the Auctioneers' form of purchase order specifying details of the goods being the subject of the sale, the agreed price and signed by the Auctioneers (on behalf of the Vendor) and the Buyer.  
"Tender Document" means the tender document supplied by the Auctioneers to prospective buyers and which shall include details of the goods which are the subject of the tender and the price offered by the prospective buyer.  
"Vendor" means the person(s), firm or corporation from or through whom instructions for sale of the Goods have been received by the Auctioneers;
2. **Application of Terms**  
The Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or any other document.)
3. **Capacity of Auctioneers**  
The Auctioneers sell as agents only for the Vendor (except where they are stated wholly or partly to own any Goods as principal) and as such are not responsible for any default by the Vendor or the Buyer.
4. **Buyer's Obligations to Inspect**  
All Goods are sold with all faults and imperfections and errors of description. Illustrations in catalogues are for general identification only. Buyers should satisfy themselves prior to the purchase as to the condition of the Goods. Any statement by the Auctioneers as to the Goods is a statement of opinion only and every person should rely on his own judgment as to all matters affecting the Goods.
5. **Exclusion of Liability**
- 5.1 Neither the Vendor of any Goods nor the Auctioneers, their servants or agents is responsible for errors of description or for the authenticity of any Goods or for any misstatement as to any matter affecting the Goods. Neither the Vendor of any Goods nor the Auctioneers, their servants or agents makes or gives, nor has any person in the employment of the Auctioneers any authority to make or give, any representation or warranty in relation to any Goods and any implied conditions or warranties are excluded.
- 5.2 For the avoidance of doubt, no Goods (the nature of which are motor vehicles) are warranted or held out to be road worthy and no Goods are warranted or held out to be of satisfactory quality, fit for their purpose, safe for use or complying with any statutory requirements for use, display or movement.
- 5.3 The Buyer acknowledges and agrees that all terms implied by the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994) and any other statutorily implied terms as to satisfactory quality and fitness for purpose are expressly excluded and the Buyer shall not seek to rely upon any conditions or warranties implied thereby.
- 5.4 No representations or warranties are made by either the Vendor or the Auctioneers as to whether any Goods are subject to copyright, nor as to whether the Buyer acquires any copyright in any Goods sold.
- 5.5 Every person on the Auctioneers' premises before during or after the sale shall be deemed to be there at his own risk and with notice of the condition of the premises and their contents. Such persons shall have no claim against the Auctioneers in respect of any injury sustained or any accident which may occur from any cause whatsoever.
6. **Limitation on claims**  
Without prejudice to the provisions of clause 5 above, and save insofar as it relates to any liability which the Auctioneers may have for personal injury or death, any claim against the Auctioneers by the Buyer shall be limited to the purchase price actually paid by the Buyer to the Auctioneers with regard to the Goods.
7. **Sale by Tender**
- 7.1 **Conduct**  
Where sale of the Goods is by tender:  
7.1.1 The Auctioneers may without giving any reason refuse to accept the tender of any person and to refuse admission to its premises to any person.  
7.1.2 In the case of a dispute as to any tender, the Auctioneers may immediately determine the dispute or accept the last undisputed tender or withdraw the relevant Goods.  
7.1.3 The Vendor may tender for any Goods either personally or through the Auctioneers or through any other person as many times as they respectively may think fit and may withdraw any Goods.
- 7.2 **Contract**  
7.2.1 Any prospective buyer submitting a tender shall do so by signing and dating the Tender Document and returning it to the Auctioneers. The signing of the Tender Document by the Buyer shall constitute a formal offer to purchase on the terms contained therein.  
7.2.2 The Contract shall be concluded by the acceptance by the Auctioneers of the successful tender, upon the signing and dating of the relevant Tender Document by the Auctioneers.  
7.2.3 Notification of conclusion of the Contract shall be sent to all prospective buyers, and the successful Buyer shall receive a copy of the Tender Document signed by the Auctioneers together with an invoice for the Goods.
8. **Sale of Goods by private treaty**  
The Contract for sale of goods by private treaty will be concluded by the signing and dating of the Purchase Order by both parties.
9. **Terms of Payment**  
Payment of the price for the Goods is due within 7 days after the date of the Auctioneers' invoice. Payment shall be made by Bankers Draft or by cash in pounds sterling and payment will not be deemed to have been made until the Auctioneers are in receipt of cash or cleared funds.
10. **Remedies for non-payment**
- 10.1 If the total amount due for the Goods is not paid in accordance with Clause 9, the Auctioneers shall have the discretion, and without prejudice to any other rights which the Auctioneers and the Vendor may have, be entitled, both on the Auctioneers own behalf and as agent for the Vendor to exercise anyone or more of the following rights or remedies:

- 10.1.1 commence proceedings against the Buyer for damages for breach of contract;  
10.1.2 rescind the contract;  
10.1.3 apply any payments made by the Buyer to the Auctioneers as part of the total purchase price or otherwise towards any costs or Expenses incurred in connection with the sale and/or resale of the lot;
- 10.1.4 apply any payments made by the Buyer to the Auctioneers as part of the total purchase price or otherwise towards any debts owed by the Buyer to the Auctioneers in respect of any other transaction;
- 10.1.5 arrange and carry out a resale of the Goods by public auction or private sale in mitigation of the debt owed by the Buyer to the Auctioneers. The net sale proceeds shall be applied in reduction of the Buyer's debt. If a resale results in a lower price than the original purchase price under the Contract, then both the Auctioneers and the Vendor shall be entitled to claim the balance from the Buyer together with any costs and Expenses incurred in connection with the resale. If the resale results in a higher price than the original purchase price under the Contract then the surplus shall be paid to the Vendor. In such case the Buyer waives any claim it may have to title to the Goods and agrees that any resale price shall be deemed commercially reasonable;
- 10.1.6 exercise a lien over any of the Buyer's property which is in the possession of the Auctioneers for any reason until payment of all outstanding amounts due to the Auctioneers by the Buyer have been paid in full. If the amount outstanding then remains unpaid for 14 days following notice being given to the Buyer by the Auctioneer of the exercise of the Lien, then the Auctioneers shall be entitled to sell such property in accordance with Clause 10.1.5 above;
- 10.1.7 charge the Buyer the reasonable legal and administrative costs of the Auctioneers and the Vendor;
- 10.1.8 charge the Buyer interest at a rate of 5% per annum above the base rate of Barclays Bank Plc from time to time due on the total purchase price under the Contract or any outstanding balance thereof to the extent that it remains unpaid of the date for payment;
- 10.1.9 insure, remove and store the Goods either at the Auctioneers' premises or elsewhere at the sole risk and expense of the Buyer.
11. **Risk and Title**  
11.1 The Goods shall be at the Buyer's risk from the date of the Auctioneers' invoice.  
11.2 Ownership of the Goods shall not pass to the Buyer until the Auctioneers have received in full (cash or cleared funds), all sums due to it in respect of:  
11.2.1 the Goods; and  
11.2.2 all the other sums which are or which become due to the Auctioneers from the Buyer on any account.
- 11.3 No warranty is given by the Auctioneers that the Vendor owns or is entitled to pass good title to any lot.
12. **Collection**  
12.1 The Buyer shall not remove any Goods at the time of sale until such time as payment of the total purchase price has been made in full in accordance with Clause 9 above.  
12.2 Each Buyer shall remove his purchase by the date stated in the Tender Document (in a sale by tender) or Purchase Order (in a sale by private treaty) and in accordance with the instructions of the Auctioneers and time shall be of the essence.  
12.3 Failure to remove the Goods by the specified date in accordance with Clause 12.2 above will result in the Buyer being liable for storage or removal charges whether or not the Goods have been paid for and the Auctioneers shall be entitled to pursue, inter alia, any of the action set out at clause 10 above.
13. **Purchase of Motor Vehicle**  
The Buyer of any motor vehicle is responsible for complying with all legal requirements as to the construction and use of that vehicle and for obtaining all certificates, permits or other authorisations necessary before that vehicle can be used on any road.
14. **Health and Safety At Work Etc Act 1974**  
It is expressly brought to the Buyer's attention that:  
14.1 at the time of sale any items of plant, machinery or equipment contained in the lot(s) may not necessarily comply with the Health and Safety at Work etc Act 1974 or any other Act or Acts or Regulations thereunder governing the use of that plant, machinery or equipment in a working environment. A Buyer of any such plant, machinery or equipment is hereunder required to ensure that the use of the same at a place of work within the United Kingdom does not contravene such relevant Act or Regulation thereunder applicable thereto.  
14.2 certain types of plant, or main service installations could contain blue and white asbestos, dangerous chemicals etc, which if not handled correctly during their removal from the site could be in breach of the Health and Safety at Work etc Act 1974 or any other current legislation covering the use of such substances in a working environment.
15. **Sale on by Buyer**  
In the event that the Buyer sells on the Goods or any part thereof to a third party before payment of the total purchase price under the Contract is made in full to the Auctioneers (per clause 9) the Buyer agrees to hold on trust for the Auctioneers the proceeds of that sale in a separate bank account to the extent of all amounts outstanding and due to the Auctioneers by the Buyer in respect of any Goods.
16. **Severability**  
In the event that any provisions of these Conditions should be held unenforceable for any reason, the remaining conditions shall remain in full force and effect.
17. **Jurisdiction**  
These conditions shall be governed by and construed in accordance with English law. All transactions to which these conditions apply and all connected matters shall also be governed by English Law.

**BID FORM**

I/we the undersigned, having inspected and satisfied ourselves on the items as detailed, submit this Tender Document as an OFFER TO PURCHASE, in accordance with the Conditions of Sale, for the sums indicated, plus Buyer's Premium at 10% and VAT, where applicable.

If successful it is understood that full payment in cleared funds must be made no later than **2 pm Monday 28<sup>th</sup> November 2011**. In the event of nonpayment or non collection by the stipulated dates, JPS Chartered Surveyors may resell and we will be responsible for any costs or shortfalls that may arise.

Name		Position	
Company Name			
Address			
		Postcode	
Tel No		Fax No	
Email			

Qty lots bid for		
Total sum tendered	£	Plus VAT and Buyers Premium
Deposit cheque enclosed		Being 10% of the total

Signed		Date	
Name in BLOCK CAPITALS			
For and on behalf of			

To receive notifications of current and forthcoming sales, please visit [www.JPSSurveyors.co.uk](http://www.JPSSurveyors.co.uk) and subscribe to the free email newsletter.