

Sale Terms and Important Information

Gluten Free BAKERY Production machinery and assets on behalf of Boulder Brands UK Limited - In Liquidation

by JPS Chartered Surveyors

Ends from 18 Jan 2017 11:00 GMT Timed Online Auction

Important Information

SELLER:	JPS (Surveyors) Limited t/a JPS Chartered Surveyors are Auctioneers acting on the instructions of a private vendor
LOCATION:	Manor Lane Industrial Estate, Hawarden, CH5 3QZ
VIEWING:	The lots will be available to view between 10.00 - 14.00 Monday 9th & 16th January 2017
BIDDING:	Auction ends from 11:00 Wednesday 18 January 2017
PAYMENT DEADLINE	Full and cleared payment is due by 17.00 Friday 20 January 2016
CLEARANCE:	Clearance will take place between Monday 23 January and Friday 03 February 2017 - 9.00am until 4.30pm each day
<p>Please ensure you have read the further details below and our full terms and conditions of the sale by downloading the auction catalogue or by clicking on the auctioneer`s terms link on the sale page.</p>	
<p>Contact Details: Phone: +44 (0) 161 767 8001 - Email: ASSETtrail@jpssurveyors.co.uk</p>	
VIEWING	<ul style="list-style-type: none"> • Access to the Location is allowed on the understanding that viewers attend the Location entirely at their own risk and are responsible for and will indemnify the Seller and the Company against any losses damage or claims occasioned by their presence at the Location. • Photographic ID along with proof of address must be provided upon entry to the site and JPS Chartered Surveyors may take a copy of the photo ID • Children under the age of 16 will also not be allowed access

<p>BIDDING</p>	<p>Online Auction Sale on Bidspotter.co.uk Platform:</p> <ul style="list-style-type: none"> • Staggered end times may sometimes apply, please check times on Bidspotter for clarification. • In the event of a bid being received within 10 minutes of the schedule closing time, the bidding period on that specific lot will automatically extend by a further 10 minutes and a further 10 minutes for any bid received thereafter. • Maximum Bids: If more than one maximum bid is placed of the same amount, the maximum bid placed first will be considered the highest and a further bid will need to be placed to take the lead. Bidders are notified by an automated message which appears on their screen. • At the close of the timed Online Auction Sale final Bid (offer) figures will be submitted to the Seller for its approval and any Bid (offer) shall be subject to approval and acceptance by the Company and/or the Seller. No Bid (offer) may be withdrawn and the Company/Seller does not bind himself to accept the highest Bid (offer) or any other Bid (offer) placed in the course of the Online Auction Sale. • The Seller may refuse at his sole discretion to accept any offer and shall not be obliged to accept any offer nor the highest offer or offers tendered. The Seller reserves the right to accept the whole or such part of any offer or offers as he may think fit. • For technical questions relating to online bidding sign in to Bidspotter and then under “My Bidspotter” click on “Support.
<p>PAYMENT TERMS</p>	<ul style="list-style-type: none"> • Lots purchased may only be removed upon receipt by the Auctioneer of CLEARED FUNDS by the method detailed below. • Debit card payments are accepted at no extra cost through the Bidspotter platform. Debit card payments cannot be taken over the telephone. • Credit cards are accepted, subject to a fee of 3% of the total purchase price through the Bidspotter platform or 4% at the collection point.

	<ul style="list-style-type: none"> • Direct Bank Transfer: CHAPS only. Please mark your payment with your invoice number for reference purposes. • Cash: JPS Chartered Surveyors operates within the guidelines in respect of Money Laundering Regulation as set out in the Proceeds of Crime Act 2002. Transactions which qualify for MLR will require an extra process, please request further information where cash payment is intended. <p><i>Where payment is not received by the stated payment deadline, JPS Chartered Surveyors reserve the right to charge the payment card registered with Bidspotter for the full amount outstanding, including card transaction fees where applicable, or cancel the sale.</i></p>
COLLECTION	<ul style="list-style-type: none"> • If you have any queries regarding the collection period please contact us on 0161 767 8001. • Goods not collected within the specified collection period will be subject to a storage charge per lot equivalent to 5% of the hammer price plus Buyer’s premium and VAT per working day or will be abandoned on site, unless alternative arrangements are agreed prior. • During busy periods, access to the site may be restricted on the grounds of health and safety and the security of the lots. Please ensure that you make appropriate arrangements through the auctioneers to ensure that you are able to comply with the clearance deadline for removal of lots from the site. • Please be aware it is the Buyer’s responsibility to assess and provide the necessary equipment, manpower and specialist services, where required, to remove and load each lot purchased. The Auctioneer shall have no obligation to assist in such removal or loading. The Buyer agrees that neither the Auctioneer, Seller, nor its agents, will be liable for any claims and/or costs arising for the hire and /or use of any equipment, demurrage or contractors required by the Buyer to remove the lots.
REGISTRATION	<ul style="list-style-type: none"> • All potential bidders will be required to initially register on www.Bidspotter.co.uk and then on each sale. To bid in an individual auction, bidders should click on the auction they wish to register for. On the right hand side under the heading “my Bid

	<p>Spotter.co.uk” there are a number of options where bidders can sign up for the auction, read the auctioneers terms and conditions or contact BidSpotter’s live auction support team.</p> <ul style="list-style-type: none"> • If signing up for an auction, bidders will be asked to input their credit card details, billing information and confirm that they have read and accept the auctioneer's terms and conditions. The Auctioneer and its agents will verify the details provided by prospective bidders. The credit card billing address must match the registration details for a bidder to be approved. • The Auctioneers reserve the right to refuse any person from bidding on the auction.
CONDITIONS OF SALE	<ul style="list-style-type: none"> • The ASSETtrail @ JPS Chartered Surveyors General Conditions and the Special Conditions apply to the Sale. • All Bidders must read and understand BidSpotter’s terms and conditions of registration at www.bidspotter.co.uk. Bidders are deemed to have read and understood these all of these conditions prior to bidding. • The ASSETtrail @ JPS Chartered Surveyors General Conditions and the Special Conditions apply to the Sale. • All Bidders must read and understand Bidspotter’s terms and conditions of registration at www.bidspotter.co.uk. Bidders are deemed to have read and understood these all of these conditions prior to bidding.
BUYERS PREMIUM	<p>The purchaser will pay a buyer’s premium of 15% Plus VAT which will be charged on all lots in addition to the final bid price. The premium is not negotiable and is payable by all buyers.</p>
VALUE ADDED TAX	<ul style="list-style-type: none"> • Purchasers will be charged Value Added Tax on all lots where applicable, at the current rates. Value Added Tax will be

	<p style="text-align: center;">exclusive of the final winning bid and will be added after the auction close.</p> <ul style="list-style-type: none"> • All overseas buyers (EU and non EU) will be charged VAT at the current rate on each Lot purchased. This will be refunded to the overseas Buyer as soon as the Seller receives a copy of the bill lading as proof of export, providing this documentation is received within 3 months of the sale date and notification of the intended export is received within 3 days of the sale. <p style="text-align: center;">•</p>
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Terms & Conditions

JPS Surveyors Limited T/a ASSETTrail @ JPS Chartered Surveyors

Online Auctions Conditions of Sale

THE ATTENTION OF ALL USERS IS DRAWN TO THESE CONDITIONS OF SALE.

1.0 INTERPRETATION

1.1. In these General Conditions the following words and expressions shall have the meanings as described below:

“Auction” - Any auction (whether a Live Auction or an Online Auction and whether conducted independently or simultaneously) conducted pursuant to these General Conditions and the Special Conditions;

“Auctioneer” - means ASSETTrail @ JPS Chartered Surveyors which is a trading name of JPS (Surveyors) Limited with company number 5017249 and whose Registered Offices are currently situate at WORTH House, Unit 32, Stanley Road, Manchester, M45 8QX;

“Bidder” - any person who offers to purchase any Lot whether by bidding at Auction or offering to purchase by private treaty or tender;

“Bid” - an offer to purchase any Lot whether by bidding at Auction or offering to purchase by private treaty or tender, and “Bids” and “Bidding” shall be construed accordingly;

“Buyer” - any person who agrees to purchase any Lot whether at Auction or by private treaty or tender;

"Buyer`s Premium" - a commission payable by the Buyer on the completion of a Sale the amount of which is set out in the Special Conditions; The Auctioneer, when acting as Agent for the Seller, may also receive commission from the Seller.

"Contract" - means the contract between the Seller acting by Us (solely as agents for sale) and the Buyer for the sale and purchase of Goods.

"Location" - the premises at which the Lots are located, details of which are set out in the Special Conditions;

"Lot" - any Lot described in the Catalogue, on the Website or on the Company's invoice;

"Online Auction" - any auction conducted over the internet via the Website pursuant to these General Conditions and the Special Conditions;

"Sale" - the sale of any Lot by Auction, private treaty or tender and as determined in the Special Conditions;

"Seller" - the person upon whose instructions the Auctioneer is conducting the Sale;

"Special Conditions" - any additions to these General Conditions set out or referred to in the Catalogue, announced at Auction or otherwise specified by the Company;

"Website" - the website at: www.bidspotter.co.uk;

"VAT" - value added tax chargeable under English Law for the time being and any similar additional tax.

2. 0 APPLICATION OF THESE TERMS OF BUSINESS

2.1 These Terms of Business apply to all Bidders. Any Bidder who does not wish to be bound by these Terms of Business should not register for the auction.

2.2 These conditions together with any specialised conditions ('Special Conditions'), are the only terms and conditions to which ASSETTrail @ JPS Chartered Surveyors, trading name of JPS (Surveyors) Limited ('The Auctioneer') as defined for the Seller (as defined hereunder), will sell goods to a purchaser ('The Buyer').

2.3 Any Bidder who registers for the auction agrees to be bound by these Terms of Business and any Contract resulting therefrom.

Any bid shall be deemed to be an offer by the Buyer to purchase any lot tendered upon these conditions.

3.0 OUR CAPACITY

3.1 We act only as agent for the Seller (except where expressly stated to the contrary) and no Contract either expressly or implied in fact or law is concluded between the Auctioneer and the Buyer. Any Contract for sale will be between the Buyer and the Seller

4.0 CONDUCT OF SALE

4.1 The conduct of the sale shall be at the Auctioneer`s sole discretion and the Auctioneers reserve the right to refuse any bids without giving any reason. If any dispute of whatsoever nature relating to a bid shall arise, such dispute shall be determined by the Auctioneers in their absolute discretion and whose decision shall be final and binding on all parties.

4.2 Each bidder must register prior to submitting any bids in On-line sales.

4.3 The Seller and/or the Auctioneer reserve the right to reject any registration at its sole discretion.

4.4 The Seller and the Auctioneers reserve the right to fix a reserve price.

5.0 DESCRIPTION OF GOODS

5.1 All Goods are offered for sale as seen with all faults and imperfections and errors of description.

5.2 Any images supplied to the Buyer are for general identification only and the Visitor should satisfy himself/herself/itself prior to placing a Bid and making an Offer as to the condition of the Goods.

5.3 Any statement by the Auctioneer as to the Goods is a statement of opinion only and the Buyer should rely on his own judgement as to all matters affecting the Goods. The Auctioneer does not make any representations of fact or give any warranties in respect of the accuracy or completeness of any statement or representation made which is in any way descriptive of the Goods.

5.4 The Auctioneer does not undertake any obligation to the Buyer to investigate, examine or test any Goods so as to establish the accuracy of any description of any Goods.

5.5 The Buyer may physically inspect the Goods on the specified viewing date, detailed in the Special Conditions.

5.6 The Seller does not make any representations of fact or give any warranties in respect of the accuracy or completeness of any statement or representation made which is in any way descriptive of the Goods.

5.7 The Buyer accepts that a sale by auction is not a consumer sale pursuant to the Sale of Goods Act 1979 Section 55(7) and the Unfair Contract Terms Act 1977 Section 12(2).

6.0 SELLER'S TITLE TO GOODS

6.1 The Buyer recognises that the Seller can only pass such right title or interest in any Goods which the Seller has at the conclusion of the Contract. No representation or warranty is given by the Auctioneer or the Seller as to title beyond the fact that the Auctioneer offers the Goods for sale on behalf of the Seller in good faith believing at the date of the Sale the Seller has good right title or interest free from any encumbrance.

6.2 No warranty is given by the Auctioneer that the Seller owns or is entitled to pass good and free legal title in the Goods.

6.3 The title to any lot shall remain vested in the Seller until the full sale price (as determined by the fall of the Auctioneer's hammer) for that or any other purchased lot by the Buyer, together with any storage or interest charges have been paid to the Auctioneer by way of cleared funds but the risk of damage or loss of the lot(s) or part of lot(s) by whatsoever cause and in whatsoever circumstances shall be transferred to the Buyer at the end of the auction or where an offer is accepted.

6.4 Notwithstanding (5.3) above, the title to any lot shall remain in the Seller until such lot has been removed from the premises in its entirety.

6.5 Should the Seller and/or Auctioneer receive a claim from a third party to title to or possession of any lot(s) and/or part of lot(s) prior to clearance of those lots the Auctioneer reserves the right to rescind the contract for the sale of those lot(s) and/or part of a lot(s) and to deal with the lot(s) and/or part of a lot(s) as they see fit and to refund the Buyer any money paid by the Buyer for those lot(s) and/or part of lot(s). The Buyer shall have no further recourse action against the Seller nor Auctioneer for

loss or damages, consequential or otherwise as a result of the contract for the sale of a lot(s) and/or part of a lot(s) being so rescinded.

7.0 OFFERS

7.1 Any Bid made by a Visitor shall amount to an offer to purchase the Goods at the Bid price plus VAT and the Buyers Premium, as detailed in the Special Conditions and to contract with the Seller to purchase the Goods on the terms set out herein.

7.2 The Seller and/or the Auctioneer reserve the right to withdraw, consolidate or divide all or any of the lots at any time prior to the end of the auction.

7.3 The Seller may refuse at his sole discretion to accept any offer and shall not be obliged to accept any offer nor the highest offer or offers tendered. The Seller reserves the right to accept the whole or such part of any offer or offers as he may think fit.

8.0 TERMS OF PAYMENT

8.1 Payment shall be made by any of the permitted methods referred to in the Special Conditions and payment will not be deemed to have been made until We are in receipt of cash (subject to our satisfaction as to any money laundering procedures) or cleared funds.

9.0 Default by the Buyer

9.1 If the total amount due for the Goods as shown on the invoice is not paid, in full, in accordance with Clause 7.1 above, the Auctioneer shall have the discretion, and without prejudice to any other rights the Auctioneer and/or the Seller may have, be entitled, both on our own behalf and as agent for the Seller, to exercise one or more of the following rights or remedies:

9.1.1 Commence proceedings against the Buyer on behalf of the Seller for damages for breach of contract.

9.1.2 Rescind the contract.

9.1.3 Apply any monies deposited by the Buyer in part payment of the lot and other lots to the Auctioneer 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 Goods.

9.1.4 Apply any payments made by the Buyer to the Auctioneer as part of the total purchase price or otherwise towards any debts owed by the Buyer to Us in respect of any other transaction.

9.1.5 Arrange and carry out a resale of the Goods on a Website or by private treaty in mitigation and reduction of the debt owed by the Buyer to the Auctioneer. The Buyer shall remain liable for any shortfall as between the amount due under the invoice and the resale price. 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.

9.1.6 Exercise a lien over any of the Buyer's property that is in the Auctioneers possession for any reason until payment of all outstanding amounts due to Us by the Buyer have been paid in full. If the amount outstanding then remains unpaid for 14 days following notice being sent to the Buyer's Email Address by the Auctioneer of the exercise of the Lien, then We shall be entitled to sell such property in accordance with clause 9.1.5 above.

9.1.7 Charge the Buyer the Auctioneers and/or the Seller's reasonable legal and administrative costs.

9.1.8 Charge the buyer interest at a rate of 5 per centum per annum above the base rate of Barclays Bank Plc on sums from time to time due on the total purchase price under the invoice or any outstanding balance thereof to the extent that it remains unpaid after the date for payment.

9.1.9 Insure and/or remove and/or store the Goods either at the Auctioneer premises or elsewhere at the sole risk and expense of the Buyer.

10.0 Conduct of Removals

10.1 The Buyer shall collect the lot(s) from the premises between the dates and times as detailed in the Special Conditions.

10.2 The Auctioneer reserves the right to retain any Lot until cleared payment has been received.

10.3 The Buyer is responsible for the complete removal of all lots purchased at the sale at their risk and must provide their own labour and necessary equipment to carry out those removals in a safe and lawful manner within the timeframe set out in the Special Conditions. Flame cutting, the use of explosives or any other potential hazardous or inflammatory processes shall not be permissible at the site without written consent of the Seller and/or the Auctioneer who may impose whatever conditions they see as appropriate.

10.4 All equipment (Including but not limited to craneage, fork lifts and all lifting equipment) used by the Buyer, his agent or contractors for lifting and transporting lots which have been purchased at the Auction shall be covered by valid insurance, registration documents, driving and test certificates. The Auctioneer reserves the right to inspect such documents and refuse the Buyer access to the site in the event that in the opinion of the Auctioneer, the documentation supplied is insufficient.

10.5 Should the Auctioneer consider any damage is likely to occur, it may require the Buyer to deposit in cleared funds such sum money with the Auctioneer by way of security for the costs of making good the damaged caused by the removal of a lot, as the Auctioneer may reasonably require. Should the Buyer refuse to deposit such monies, the Auctioneer may in its absolute discretion refuse the Buyer access to the premises for the purpose of collecting all or any of the lots purchased, or rescind the sale of such lot pursuant to Clause 9.

11.0 AUCTIONEER / SELLER`S LIABILITY

11.1 Neither the Auctioneer nor the Seller nor any of Auctioneers employees and/or agents are responsible or liable for any error, misdescription or omission in any Listing, in writing or given orally.

11.2 Neither the Auctioneer nor the Seller nor any of Auctioneers employees and/or agents are responsible or liable for any loss of profits, revenue or income, damage to reputation or wasted management time, nor for consequential or indirect loss of any kind howsoever said to arise.

11.3 To the extent that Auctioneer or the Seller may be held liable to the Buyer, the quantum of the Auctioneers and the Seller`s combined liability shall not exceed the amount of the purchase price.

11.4 Nothing in these Terms of Business shall be construed as excluding liability for (i) fraud; (ii) death or personal injury as a result of our negligence; (iii) any other liability not permitted by law to be excluded.

11.5 No representations or warranties are made by either Auctioneer or the Seller as to whether any Goods are subject to copyright nor as to whether the Buyer acquires any copyright in any Goods sold.

11.6 Any implied conditions and/or warranties including those that would normally be implied by statute are excluded to the extent permitted by law.

12.0 BUYER'S RESPONSIBILITIES

12.1 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 for that vehicle can be used on any road.

12.2 As regards to any Contract for the sale of plant and/or machinery and/or equipment, neither Auctioneer nor the Seller warrants that such Goods comply, and indeed such Goods may not comply, with the Health and Safety at Work Etc Act 1974 or any other enactments or regulations governing the use of that plant and/or machinery and/or equipment in a working environment. It is the Buyer's responsibility to ensure that such Goods are sufficiently repaired and/or modified and/or used so as to be legally compliant.

12.3 Certain types of plant and/or machinery and/or equipment and/or main service installation could contain blue and/or white asbestos and/or dangerous chemicals etc which if not handled correctly during their removal could be in breach of the Health and Safety at Work Etc Act 1974 or any other enactments or regulations governing such substances in a working environment. It is the Buyer's responsibility to ensure that such Goods are removed and/or dealt with in a manner that is legally compliant.

13.0 GENERAL

13.1 In the event that any provisions of these Terms of Business are held unenforceable for any reason, the remaining terms shall remain in full force and effect.

13.2 If there is any contradiction in anything stated in the Listing and these Terms of Business, then these terms shall prevail.

13.3 These Terms of Business shall be governed by and construed in accordance with English law. English law shall also govern all transactions to which these Terms of Business apply and all connected matters.

13.4 Any dispute arising out of and/or any legal proceedings in connection with these Terms of Business or any Contract shall be litigated in the courts of England and Wales.

13.5 The Seller and the Agent are not selling any computer software or data and shall be entitled to have access to any Lot sold which constitutes or incorporates computer software whether before or after removal by the Buyer to his own premises for the purposes of removing the software and deleting all or any data of whatever form or type which may be contained or stored within such software and neither the Seller nor the Agent shall have any liability for any direct or indirect loss or damage to the Lot sold caused by such deletion.