Richardsons

BOURNE AUCTION ROOMS, SPALDING ROAD, BOURNE, LINCS
TELEPHONE : (01778) 422686 / FAX : (01778) 425726

Upon the Instructions of A. Allen, Esq., of Messrs BDO Stoy Hayward, Old Fletton. PETERBOROUGH & Messrs County Legal Services - Re: MARFLEX (PVC) Ltd in Liquidation.

For Sale by Tender

STOCK & PLANT

of Curtain Side Manufacturer

Including CATERPILLAR M40

FORKLIFT TRUCK

TENDER DATE : WEDNESDAY 7th OCTOBER, 1998 - Submitted by 12 Noon

VIEWING : Thursday 1st October - 10am to 4pm ONLY

On Site : Fleet Rd Ind. Estate, HOLBEACH, Lincs

BOURNE AUCTION ROOMS

THE REGION'S LEADING AUCTIONEERS

Terms & Conditions of Sale

1 Every Sale and these Conditions of Sale shall be governed by and construed in accordance with English Law and shall be subject to the jurisdiction of English Courts.

2 The Company acts as Agents only in respect of goods delivered for the purpose of sale and herein shall be known as the 'Auctioneers'. Persons instructing the Company to sell goods are herein known as 'Vendors'. Persons who have acquired lots offered for sale by the Auctioneers are herein known as 'Purchasers'.

3 All persons attending a Sale under the conduct of the Auctioneers – whether at their Sale Rooms or elsewhere – shall be deemed to be on the land and premises at their own risk and shall have no claim against the Auctioneers or their principals in respect of the cancellation/postponement of a Sale or any loss, accident or injury, however occasioned, save in so far as the same is proven to be caused by the direct negligence of an employee(s) of the Company.

4 The Auctioneers make every reasonable effort to ensure the accuracy of advertisements, catalogue descriptions and other publicity but except where specifically instructed so to certify by a Vendor, declare that all statements, oral or in writing, are those of opinion only, made without responsibility and shall not give rise to any action in law for damages, compensation or rescission of a sale by a Purchaser, against any Vendor, the Auctioneers or their employees.

5 Many lots are of an age or nature which preclude their being in pristine condition. Some catalogue descriptions may make reference to damage and/or restoration; however, omission of such a reference does not imply a lot is free from defects nor does any reference to a particular defect imply the absence of others.

6 Purchasers should therefore satisfy themselves by physical inspection of lots, before bidding, as to the origin, authenticity, quality, age, weight, size and general description – as lots are sold in their actual state with all faults, imperfections or errors of description.

7 Electrical/mechanical goods are sold on the strict understanding that these are untested, without warranties or any guarantees as to serviceability or working order.

8 Persons handling lots do so at their own risk and shall make good all loss or damage howsoever sustained; such estimate of cost to be assessed by the Auctioneers whose decision shall be final.

9 In making a bid, Purchasers acknowledge their attention has been drawn to these Conditions of Sale and that they are satisfied as to the description and condition of lots.

10 Lots are sold subject to any announcement, declaration, alteration of description or other matters, made by the Auctioneers prior to the invitation of bids.

11 At the fall of the hammer, the highest bidder, acceptable to the Auctioneers, shall be the Purchaser and any dispute shall be settled by the Auctioneers, whose decision shall be absolute and final. No lots shall be transferred.

12 The Auctioneers may divide, combine, add to or withdraw lots and make any catalogue alterations without notice or reason; they shall regulate the advance of bidding, accept or reject any bid (at their absolute discretion and without justification) and bid on behalf of the Vendor, where there is a reserve price or at their authorised discretion.

13 The Purchaser shall give his name (and permanent place of abode, if demanded) and upon failure to do so, the Auctioneers may offer the lots again, at their sole discretion.

14 As Agents only, the Auctioneers shall not be responsible for default on the part of Vendors or Purchasers. Any resultant deficiency, together with interest, costs and expenses, shall be made good by the defaulter, recoverable as and for liquidated damages. This condition is, however, without prejudice to the right of the Auctioneers, in appropriate circumstances, to enforce the Sale Contract if they think fit.

15 The Contract of Sale is made with the Auctioneers, as Agents for the Vendor and payment shall only be made to them. Notwithstanding the foregoing, the Auctioneers shall retain a lien on all goods which shall not pass to the Purchaser until full payment has been received.

16 Unless prior arrangements have been made with the Auctioneers, cheques in excess of recognised limits will not be accepted from the purchasers unknown to them who have not previously supplied a Bank or other suitable reference. In all cases, cheques must be supported with the production of a valid Bank Card. Non compliance with this condition may delay the release of lots, pending the clearance of cheques.

17 At the fall of the hammer, all lots shall be and remain, in every respect, at the absolute risk of the Purchaser, including those of fire, burglary, etc., and damage occasioned to lots by the removal of other goods.

18 Purchasers shall pay for and remove lots at their own risk and expense immediately following the Sale; after such time they shall be subject to a daily charge per lot to cover storage and where applicable, interest on outstanding accounts will be levied at 4% above National Westminster Bank Minimum Lending Rate. Such additional charges being subject to the foregoing conditions regulating payment and no lots shall be released to a Purchaser until any excess charges have been paid. In any event, the Auctioneers reserve the right to resell uncollected lots by auction or private treaty or alternatively, warehouse goods at a Purchaser's expense. In all cases, the Auctioneers may act without notice and any incidental expenses incurred will become a liability to the defaulter.

19 Notwithstanding any other terms in these Conditions of Sale, if within seven days of the Sale, a Purchaser gives notice in writing to the Auctioneers, that in his/her opinion a particular lot (this shall not apply to books or similar printed matter) is a deliberate forgery, as defined below and within fourteen days after such written notice, returns the lot to the Auctioneers in the same condition as it was at the time of the Sale – and by producing evidence, the burden of proof to be upon the Purchaser – satisfies the Auctioneers that the lot is a deliberate forgery, then the Auctioneers are authorised to and will rescind the transaction and refund the purchase price received by them. This benefit is not assignable.

In the context of this guarantee, a 'deliberate forgery' means a lot made with an intention to deceive, when considered in the light of the catalogue entry and at the date of the Sale had a value substantially less than it would have had, had it been in accordance with the description. However, there will be no right where the description in the catalogue at the time of the Sale was in accordance with the then general opinion of experts or fairly indicated there to be a conflict of opinion. The Auctioneers reserve the right in forming their opinion to consult and rely upon any expert or authority considered by them to be reliable.

20 The Auctioneers are prepared to accept commission bids on behalf of intending Purchasers, unable to attend at the time of the Sale, providing requests are made in writing and up to half an hour before the commencement of a Sale and given to the Auctioneers or the Auction Rooms' Manager. This service is undertaken free of charge but without responsibility. The Auctioneers cannot be held responsible for, nor are they connected with, commission bids given to Auction Room Porters or any other member of the Auctioneers staff.

21 A Buyers Premium of 10% is payable by all Purchasers and is subject to VAT at the prevailing rate.

PLEASE READ CAREFULLY & FULLY UNDERSTAND THE FOLLOWING NOTES

VAT: of 17.5% is payable on all Lots.

PURCHASERS COMMISSION: Of 10% Plus VAT is Payable on the Tender Price.

PAYMENT: **ALL** Accounts must be settled **within 7 days of invoice.**

Payments can only be made by the following methods:-

1. Cash
2. For Accounts up to £50/£100 - Cheque with Valid Bankers Card
3. Bankers Draft or Building Society Cheque
4. Switch/Delta or the Four Major Credit Cards

CASH ONLY ON ITEMS PURCHASED UP TO & INCLUDING £10

CREDIT CARD CHARGES: This will be added to the Account Payable as follows:- £0 to £50 @ £2 per Transaction, £51 to £1000 @ £3 per Transaction, over £1000 @ £5 per Transaction. Goods paid for by American Express will have a Surcharge of 3% added onto the Full Account Payable. There is NO Charge for Switch/Delta Cards.

Goods will not be released against Cheques unless Specific Arrangements have been made. Purchasers wishing to pay by Cheque should obtain a letter of Authority from their Bankers, stating the Sale Title, Date of Sale and the Amount up to which Cheques may be accepted.

The Title of the Goods remains with the Vendors until FULL Payment has been made.

LOCATION: on site at Fleet Road Industrial Estate, **HOLBEACH,** Lincolnshire. Marflex (PVC) Ltd is situated at the end of the estate on the right.

COLLECTION: We shall be on site on **Friday 16th October from 10 a.m. to 3 p.m. ONLY.** The Unit has to be cleared by **17th October** and items left will be **removed to storage. ALL Haulage and Storage Costs will be payable by the party concerned.**

OFFICE ONE

1. A Sapele Effect Single Pedestal Desk; 4ft
2. A Sapele Veneer Twin Pedestal Desk; 5ft
3. Office Miscellanea
4. A Teak Effect Executive Desk
5. An Office International 4 Drawer Filing Cabinet - Brown & Beige
6. An Office International 4 Drawer Filing Cabinet - Brown & Beige
7. An Executive Elbow Chair - brown tweed (As Found)
8. An **ERICSSON BUSINESS PHONE 24 DIGITAL TELEPHONE SYSTEM** with Analog Adapter and 5 Handsets
9. A Quantity of Hand Tools - Punches, Etc
10. A Quantity of Containers & Contents - Thinners, Etc
11. A Quantity of Curtainside Spares - clips, etc
12. A Quantity of Plastic Coated Steel Ropes
13. A Quantity of Rolls of Velcro; 17 rolls (pt)
14. A Quantity of 100mm Rolls of White PCV Woven Strip
15. A Quantity of Rolls of Curtainside Valence - Red/White/Black/Blue
16. A Quantity of Boxes of Spares - clips, catches, buckles, etc
17. A Quantity of Spools of Thread - Red/White
18. A Quantity of Blue Polypropylene Rope
19. Two Pt Rolls of Poly Sheet
20. A Quantity of Nasil Extra
21. A Quantity of Boxes of Spares - Corners, Ringlets, Plates, Etc
22. A Quantity of Nylon Straps with clips - black
23. A Quantity of Nylon Straps with clips - black
24. A Quantity of Mixed Spares
25. A Quantity of Part Rolls of Mactac
26. Two Rolls of Felt
27. A Quantity of Rolls of PVC Strip - mixed colours (under end bench and to one side)
28. A Quantity of PVC Rectangles - mixed colours
29. A Quantity of Part Rolls of PVC - mixed colours (under remainder of bench)
30. An Electro Forsthoff Forplast P Hot Welder
31. A Quantity of Nylon Straps and Clips (Black)
32. PVC Cover, Etc
33. A Part Roll of Galvanised Chicken Netting
34. A Small Quantity of Zip
35. Misc incl Bump Hats
36. Plastic Beakers, Etc
37. A Quantity of Spares incl Toggles, Strap, Etc
38. A Quantity of Rope and Twine
39. A Quantity of Boxes of Spares - Clips; Runners, Etc
40. A Quantity of Spares - all to Dexion Rack incl Bolts, Washers, Clips, Etc
41. Dexion Rack - 3 Bays of 4' x 18" x 8' x 6 Shelf
42. Two Pairs of Curtainsides
43. Six Part Rolls of PVC Curtains
44. A Singer Commercial Sewing Machine 132 K6
45. A Singer Commercial Sewing Machine 132 K6
46. An Osborne 486 DX Computer with Phillips Screen, Mouse, Keyboard, Panasonic Image Scanner 256 and Gerber GS750 Plotter
47. A Steel Desk and Three Chairs
48. An RF Welding Machine
49. Contents of 1st Floor Store incl Chipboard Floor Board, Etc
50. A Wall Mounting Board
51. Pick of the Heap
52. A Quantity of Pairs of Curtain Sides - Red/Grey
53. Part Made Curtains
54. A Quantity of Galvanised Stands
55. Dexion Rack
56. A Basket Rack and Contents + Boxes of PVC Offcuts
57. A Singer Commercial Sewing Machine 331 K5
58. A 3 Phase Clicker Press
59. A Quantity of Galvanised Netting
60. Part Rolls of PVC Netting
61. A Pair of Shortact Cargo Control Props
62. A Bass Advertising Mirror
63. A Quantity of Clear PVC
64. A Roll of Blue PVC Netting
65. A Quantity of Dexion Uprights
66. Curtainside and Another
67. A Quantity of Folders
68. A Quantity of Boxes of Spares - Washers, Clips, Etc
69. A Quantity of Rolls Vink PVC FASCAL (mixed colours)
70. A Quantity of PVC (under bench as marked) - mixed colours
71. A Quantity of Curtains (mixed colours)
72. An Aircosse Receiver Mounted Compressor 260psi
73. A Skit Transformer
74. A Steel Desk, Chair and Fridge
75. Contents of 1st Floor Store - Dexion, Steel Stands, Etc

76. An Angle Steel Framed Bench with MDF Board Top; 47' x 12'

77. An Angle Steel Framed Bench with MDF Board Top; 37' x 12'

78. An Angle Steel Framed Bench with MDF Board Top; 47' x 12' and MDF to floor

79. An Angle Steel Framed Bench with MDF Board Top; 32' x 10'

80. A Small Workbench

81. **A CATERPILLAR ELECTRIC FORKLIFT TRUCK;** Model M40 2730kg, tall mast (144"), No 8451837, 4000lb capacity, 5567 hours with charger

82. A Steel Framed Roller Trolley; 10'

83. A Steel Framed Roller Trolley; 10'

OFFICE TWO

84. A Pair of Tubular Framed Office Chairs (blue/grey)

85. A Teak Twin Pedestal Desk; 5ft

86. A Teak Twin Pedestal Desk; 5ft

87. A Minolta C5PRO EP1050 Photocopier and Cabinet

88. A Steel Four Drawer Filing Cabinet (brown & beige)

89. A Steel Four Drawer Filing Cabinet (brown & beige)

OUTSIDE

90. A Quantity of Used Curtainsides

91. A Galvanised Lockable Store & Contents - Paint

92. A Steel Trolley & Steel Rack Frames (to side of building)

93. A Tubular Steel Framed Roll Trolley

94. A Tubular Steel Framed Roll Trolley with Tail Lift Electric Powered Lift

95. A Tubular Steel Framed Roll Trolley

96. A Pair of Tubular Framed Chairs - blue tweed

97. Plastic Bins and Contents

98. A Teak Effect 3ft Cabinet

99. An Abtex Halon Fire Extinguisher

100. An Abtex ABC General Purpose Fire Extinguisher

101. An Abtex Halon General Purpose Fire Extinguisher

102. A Sealey Air Rivetter

103. A Dialatron 61 Telephone Handset

104. A Twin End Bench Grinder

105. 2 x Forsthoff Ground Hot Air Welders

106. A Forplast P Hot Air Welder & Spairs

107. A Dolphin Vacuum Cleaner

108. A Phonemate Answerphone

109. A Brother Fax 470

110. An Elastoplast First Aid Box, Scales, Etc

111. 6 x 220v Transformers

112. An Abtex ABC Fire Extinguisher

113. A Halon 1211 Fire Extinguisher

114. A Halon 1211 Fire Extinguisher

115. A Halon 1211 Fire Extinguisher

116. A Boxed Reconditioned Karcher 232 Plus Pressure Washer

117. A Boxed Reconditioned Karcher 232 Plus Pressure Washer

118. A Boxed Reconditioned Karcher 210A Pressure Washer

119. A Boxed Reconditioned Karcher 210A Pressure Washer

120. A Boxed Reconditioned Karcher 210A Pressure Washer

Name .....

Address .....

-.....

-.....

Telephone No .....

I wish to submit the following offer. I have read and fully Understand the Conditions of Sale.

Lot 1 £		Lot 18 £	
Lot 2 £		Lot 19 £	
Lot 3 £		Lot 20 £	
Lot 4 £		Lot 21 £	
Lot 5 £		Lot 22 £	
Lot 6 £		Lot 23 £	
Lot 7 £		Lot 24 £	
Lot 8 £		Lot 25 £	
Lot 9 £		Lot 26 £	
Lot 10 £		Lot 27 £	
Lot 11 £		Lot 28 £	
Lot 12 £		Lot 29 £	
Lot 13 £		Lot 30 £	
Lot 14 £		Lot 31 £	
Lot 15 £		Lot 32 £	
Lot 16 £		Lot 33 £	
Lot 17 £		Lot 34 £	
IN WORDS		IN WORDS	

Lot 35 £	Lot 60 £ .....
Lot 36 £	Lot 61 £ .....
Lot 37 £	Lot 62 £ .....
Lot 38 £	Lot 63 £ .....
Lot 39 £	Lot 64 £ .....
Lot 40 £	Lot 65 £ .....
Lot 41 £	Lot 66 £ .....
Lot 42 £	Lot 67 £ .....
Lot 43 £	Lot 68 £ .....
Lot 44 £	Lot 69 £ .....
Lot 45 £	Lot 70 £ .....
Lot 46 £	Lot 71 £ .....
Lot 47 £	Lot 72 £ .....
Lot 48 £	Lot 73 £ .....
Lot 49 £	Lot 74 £ .....
Lot 50 £	Lot 75 £ .....
Lot 51 £	Lot 76 £ .....
Lot 52 £	Lot 77 £ .....
Lot 53 £	Lot 78 £ .....
Lot 54 £	Lot 79 £ .....
Lot 55 £	Lot 80 £ .....
Lot 56 £	Lot 81 £ .....
Lot 57 £	Lot 82 £ .....
Lot 58 £	Lot 83 £ .....
Lot 59 £	Lot 84 £ .....

IN WORDS IN WORDS

Lot 85 £ ..... Lot 103 £ .....

Lot 86 £ ..... Lot 104 £ .....

Lot 87 £ ..... Lot 105 £ .....

Lot 88 £ ..... Lot 106 £ .....

Lot 89 £ ..... Lot 107 £ .....

Lot 90 £ ..... Lot 108 £ .....

Lot 91 £ ..... Lot 109 £ .....

Lot 92 £ ..... Lot 110 £ .....

Lot 93 £ ..... Lot 111 £ .....

Lot 94 £ ..... Lot 112 £ .....

Lot 95 £ ..... Lot 113 £ .....

Lot 96 £ ..... Lot 114 £ .....

Lot 97 £ ..... Lot 115 £ .....

Lot 98 £ ..... Lot 116 £ .....

Lot 99 £ ..... Lot 117 £ .....

Lot 100 £ ..... Lot 118 £ .....

Lot 101 £ ..... Lot 119 £ .....

Lot 102 £ ..... Lot 120 £ .....

IN WORDS IN WORDS

Signed .....

Dated .....

Please return in an envelope marked TENDER 07/10/98 to :

Richardsons
Bourne Auction Rooms
Spalding Room
Bourne
Lincs
PE10 9LE

Richardsons

CHARTERED SURVEYORS AUCTIONEERS VALUERS

THE REGION'S LEADING AUCTIONEERS

SPALDING ROAD BOURNE LINCS PE10 9LE
Tel (01778) 422686 Fax (01778) 425726

ANTIQUE & MODERN FURNITURE & EFFECTS
(& EVERY FORTNIGHT THEREAFTER)

10am SATURDAY 10th OCTOBER, 1998

VIEWING: Friday Afternoon Prior to Sale - 2pm to 6pm
& Morning of Sale from 9am to 10am ONLY

OUTDOOR EFFECTS Commencing 9.30am - Including Cycles, Garden Statues, Troughs, Urns, Electric/Petrol Lawnmowers, Plant Pots & Jardinieres, New Slatted Wooden Garden Tables & Chairs, Garden Parasols & Bases, Tools, Etc.

FURNITURE: Commencing 10am - Including Items from Several HOUSE CLEARANCES Including Dining & Bedroom Suites, Dining Tables & Chairs, Washing Machines, Cookers, Refrigerators/Freezers, Nests of Tables, Standard Lamps, Bureaus, Sideboards, Hallstands, Bookcases, Dressers, Bedroom/Easy Chairs, Double/Single Divan Beds, Tea Trolleys, Qty Windsor Wheelback Chairs, Copper Topped Pub Tables, NEW PINE BEDROOM FURNITURE, Televisions, Video Recorders, Microwaves, Hoovers, Hifi's, Pictures/Prints, Glass/Chinaware, Crockery/Cutlery, Etc.

SPECIAL ANTIQUE SALE

10am THURSDAY 15th OCTOBER, 1998

VIEWING: Tuesday 13th October - 2pm to 5pm TRADE ONLY
Wednesday 14th October - 2pm to 6.30pm
& Morning of Sale from 9am to Start ONLY

Catalogues Available @ £3.00 Inc p.p.(Pre Paid)

BOOKS, STAMPS, POST/CIGARETTE CARDS, EPHEMERA, ETC

1.30pm SATURDAY 24th OCTOBER, 1998

VIEWING: Friday 23rd October - 2pm to 6pm
& Morning of Sale from 9am to 10am ONLY

Catalogues Available Nearer Sale Date @ £3.00 Inc p.p. (Pre Paid)

Contact RICHARDSONS, Bourne Auction Rooms, Spalding Road, BOURNE
For FREE VALUATIONS/APPRAISALS - COMPETITIVE PRICES
HOUSES CLEARED QUICKLY & EFFICIENTLY
6,000 SQ FT HEATED SALEROOMS

Mr. C.G. Richardson B.Sc (Econ) FRICS will be Pleased to Call in
& See you - Without Commitment.

FOR SALE BY TENDER -
Wednesday 7th October, 98
To be Received by 12 Noon

VIEWING: Thursday 1st October - 10am to 4pm ONLY.

HOLBEACH

MARFLEX (PVC) LIMITED

Fleet Road Industrial Estate, HOLBEACH, Lincs.

At end of Estate on the Right.