

On the instructions of Antony Batty and Hugh Jesseman of
Antony Batty & Company Ltd, the joint administrators of **Friarwood Fine Wines Limited**
(In Administration)

FOR SALE BY TENDER IN LOTS

INVITATION TO TENDER:

SALE OF FINE WINE AND SPIRITS HELD IN BOND

Tender Reference: Friarwood Fine Wines

Closing Date for Bids: Friday 25th September 2026, 12pm BST

1. OVERVIEW OF THE TENDER

Hilco Global acting as agents of the Administrators of Friarwood Fine Wines Limited (the "Seller") invites sealed, tenders for the purchase of the high-quality wine and spirits stock detailed in Schedule 1 of this document

All stock is currently held In Bond at the following HM Revenue & Customs (HMRC) approved warehouse:

- **Bonded Warehouse Name:** London City Bond
- **Warehouse Address:** Olympus, 91-101 River Road Barking Essex
- **Hilco Global AWRS Licence No:** XWAW 000 0011 2514

2. STOCK CONDITION & VERIFICATION

- **Status:** The majority of the stock is held in bond and will be sold "In Bond" (exclusive of UK Duty and VAT). A small amount of stock is duty (and VAT) paid and these amounts will be charged to the buyer. This stock is identified on the stock schedule.
- **Condition:** All stock is sold as is where is, no warranty expressed or implied with no option to return post purchase.

3. TENDER SUBMISSION GUIDELINES

Prospective buyers must adhere to the following submission rules:

- **Format:** Bids must be submitted using the Form of Tender (Schedule 2) via email to jboorman@hilcoglobaladvisors.co.uk & rcramp@hilcoglobaladvisors.co.uk with the subject line "CONFIDENTIAL: Tender Reference Friarwood Fine Wines Bid".

- **Currency:** All bids for duty free stock must be submitted in GBP £ per case/lot, exclusive of taxes, duties, and warehouse transfer fees. All bids for duty paid stock are to be net of duty and VAT which will be charged in addition.
- **Splitting Lots:** Bids may be submitted for individual lots as outlined in our Lot Catalogue in Schedule 1 or the entire parcel as detailed.
- **Deadline:** Bids received after the closing date and time will not be considered.
- **AWRS Licence:** All buyers must have an AWRS Licence and bonded warehouse facilities

4. TIMELINE OF EVENTS

- **Tender Closing Date & Time:** Friday 25 September 2026, 12pm BST
- **Notification of Successful Bidder(s):** 1-3 business days
- **Payment Deadline:** within 48 hours of notification
- **Stock Transfer Deadline:** Within 14 days of payment

5. TERMS & CONDITIONS OF SALE

- **Basis of Sale:** The goods are sold on an "as is, where is" basis. No warranties are given regarding marketability or future value.
- **Transfer of Title:** Title to the goods will pass to the Buyer only upon receipt of cleared, full payment into the Seller's nominated bank account.
- **Warehouse Fees:** All warehouse transfer fees (e.g., landing, booking, or account-to-account transfer charges) incurred to move the stock to the Buyer's bonded account are the sole responsibility of the Buyer.
- **Storage Post-Sale:** The Buyer must arrange for the stock to be transferred out of the Seller's bonded account within 14 days of payment. Storage charges accruing after this period will be billed directly to the Buyer.
- **Compliance:** Buyers must possess a valid WOWGR (Warehouse keepers and Owners of Warehoused Goods Regulations) registration or utilize a fully licensed bonded warehouse agent to receive the goods

SCHEDULE 1: STOCK LIST.

SCHEDULE 2: FORM OF TENDER (BID SUBMISSION)

To be completed and returned by the Bidder.

Bidder Details:

- **Company Name / Buyer Name:** _____
- **Company Registration No. (if applicable):** _____
- **VAT / WOWGR Registration No.:** _____
- **Contact Name & Role:** _____
- **Email & Phone Number:** _____
- **Receiving Bonded Warehouse Details:** _____
- **AWRS License Number:** _____

Financial Offer:

I/We hereby offer to purchase the stock at the prices specified below, in accordance with the terms and conditions outlined in Tender Reference Friarwood Fine Wine Tender Sale.

Lot No. Description Bid Price Per Case (Ex-Duty/Ex-VAT) Total Offer for Lot

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Authorized Signature: _____

Date: _____

Subject To Conditions of Sale Attached.

Hilco LOT Number	Item No.	Description	Total Unit QTY	DF	DP	DF cost	Dp cost	Cost by line	Region / Appellation	Country
1	MVP2020CGC675	2020 75CL Madame Veuve Point, Corton Blanc	12	12		£55.86	£58.97	£670.37	Corton	France
1	BOUZE2022CFR1275	2022 75CL V Bouzereau, Corton Clos Fietres rouge	72	72		£49.23	£52.22	£3,544.70	Corton	France
2	LASCO20111275	2011 75CL Lascombes	12	12		£45.34	£48.45	£544.10	Haut-Medoc	France
2	LACO20141275	2014 75CL Lascombes	24	24		£46.06	£49.17	£1,105.51	Haut-Medoc	France
2	DAUZA2018675	2018 75CL Dauzac	6	0	6	£30.33	£33.74	£202.44	Haut-Medoc	France
2	CANTE2019675	2019 75CL Cantemerle	16		16		£ 19.55	£ 312.76	Haut-Medoc	France
2	GISCO202024375	2020 37.5CL Giscours	24	24		£20.99	£22.55	£503.86	Haut-Medoc	France
3	ROULT2019MEB1275	2019 75CL Roulot, Meursault Bouchères	1		1		£ 427.23	£ 427.23	Mersault	France
3	ROULT2019MEP1275	2019 75CL Roulot, Meursault Porusot	1		1		£ 527.23	£ 527.23	Mersault	France
3	ROULT2019MET1275	2019 75CL Roulot, Meursault Tessons Mon Plaisi	2		2		£ 407.23	£ 814.46	Mersault	France
4	PAPEC2001CLE1275	2001 75CL Pape Clement	2		2		£ 105.08	£ 210.16	Pessac Leognan	France
4	PAPEC2005CLE1275	2005 75CL Pape Clement	1		1		£ 139.75	£ 139.75	Pessac Leognan	France
5	FIGEA19611275	1961 75CL Figeac	3		3		£ 1,839.73	£ 5,519.19	Saint Emillion	France
5	BERLI20111275	2011 75CL Berliquet	120	120		£20.73	£23.84	£2,488.03	Saint Emillion	France
5	BERLI20121275	2012 75CL Berliquet	1		1		£ 23.48	£ 23.48	Saint Emillion	France
5	BERLI20141275	2014 75CL Berliquet	324	324		£20.71	£23.90	£6,708.96	Saint Emillion	France
5	BERLI20141275	2014 75CL Berliquet	6		6		£ 23.90	£ 143.37	Saint Emillion	France
5	FIGEA2021PET675	2021 75CL Petit Figeac	138	138		£32.25	£35.24	£4,450.70	Saint Emillion	France
6	MONTE2020LCHA675	2020 75CL Monteviejo, Lindaflor Chardonnay	3		3		£ 15.52	£ 46.57	Mendoza	Argentina
6	MONTE2021PFB675	2021 75CL Monteviejo, Petite Fleur Blend	138	138		£8.25	£11.73	£1,138.12	Uco Valley	Argentina
6	MONTE2021PFB675	2021 75CL Monteviejo, Petite Fleur Blend	6		6		£ 11.73	£ 70.37	Uco Valley	Argentina
6	MONTE2022FEM675	2022 75CL Monteviejo, Festivo Malbec	634	0	634	£0.00	£6.94	£4,397.08	Uco Valley	Argentina
7	TARAN2019RSH675	2019 75CL Tar and Roses, Rose	198	198	0	£4.63	£7.80	£916.74	Victoria	Australia
7	TARAN2019SHI1275	2019 75CL Tar and Roses, Shiraz	3210	3210		£5.17	£8.59	£16,580.29	Victoria	Australia
7	TARAN2019SHI1275	2019 75CL Tar and Roses, Shiraz	5		5		£ 8.59	£ 42.93	Victoria	Australia
7	TOKAR2018CHA675	2018 75CL Tokar Estate, Chardonnay	6		6		£ 10.05	£ 60.31	Yarra Valley	Australia
7	TARAN2021PGR1275	2021 75CL Tar and Roses, Pinot Grigio	372	372		£4.55	£7.72	£1,691.20	Victoria	Australia
7	TARAN2021PGR675	2021 75CL Tar and Roses, Pinot Grigio	192	192		£4.63	£7.80	£888.38	Victoria	Australia
8	NITTN2022ZRL675	2022 75CL Nittnaus, Zweigelt Ried Luckenwald Res.	2		2		£ 12.47	£ 24.94	Luckenwald	Austria
8	TRESP2020FVM1275	2020 75CL Tres Palacios, Family Vintage Merlot	2472	2472		£3.96	£7.27	£9,795.82	Maipo Valley	Chile
8	TRESP2020FVM1275	2020 75CL Tres Palacios, Family Vintage Merlot	8		8		£ 7.27	£ 58.12	Maipo Valley	Chile
8	TRESP2020GRCS1275	2020 75CL Tres Palacios, Gr Cabernet Sau	647	647		£2.74	£5.92	£1,770.36	Maipo Valley	Chile
8	TRESP2020GRCS1275	2020 75CL Tres Palacios, Gr Cabernet Sau	5		5		£ 5.92	£ 29.61	Maipo Valley	Chile
8	TRESP2020GRCA1275	2020 75CL Tres Palacios, Gr carmenere	96	96		£2.74	£5.93	£262.67	Maipo Valley	Chile
8	TRESP2020GRCA1275	2020 75CL Tres Palacios, Gr carmenere	2		2		£ 5.93	£ 11.85	Maipo Valley	Chile
8	TRESP2021GRCH1275	2021 75CL Tres Palacios, Gr Chardonnay	1308	1308		£2.74	£5.81	£3,579.04	Maipo Valley	Chile
8	TRESP2021GRCH1275	2021 75CL Tres Palacios, Gr Chardonnay	4		4		£ 5.81	£ 23.24	Maipo Valley	Chile
8	TRESP2021GRSB1275	2021 75CL Tres Palacios, Gr Sauvignon	468	468		£2.74	£5.81	£1,280.57	Maipo Valley	Chile
8	TRESP2021GRSB1275	2021 75CL Tres Palacios, Gr Sauvignon	2		2		£ 5.81	£ 11.62	Maipo Valley	Chile
8	NITTN2024GVS675	2024 75CL Nittnaus, Gruner Veltliner Selection	132	132		£3.99	£6.75	£527.24	Burgenland	Austria
8	CASTR2019DOW675	2019 75CL Castra Rubra, Dominant White	36	36		£4.30	£7.52	£154.96	Thracian Valley	Bulgaria
8	TRESP2020FVCA1275	2020 75CL Tres Palacios, Family Vintage Carmenere	2376	2376		£3.96	£7.18	£9,415.35	Maipo Valley	Chile
9	RIBEA2020GEW1275	2020 75CL Ribeauville, Gewurztraminer Collection	2		2		£ 8.98	£ 17.95	Alsace	France
9	RIBEA2022RIE1275	2022 75CL Cave Ribeauville, Riesling Collection	180	180		£4.56	£7.55	£820.37	Alsace	France
9	RIBEA2024PBL1275	2024 75CL Cave Ribeauville, Pinot Blanc Collection	3		3		£ 7.33	£ 21.99	Alsace	France
10	VIGNO20201275	2020 75CL Vignol Red	198	198		£2.98	£6.09	£590.53	Bordeaux DOC	France
10	VIGNO20201275	2020 75CL Vignol Red	3		3		£ 6.09	£ 18.26	Bordeaux DOC	France
10	RENAR2018CHA1275	2018 75CL Domaine Devillard, Le Renard Chardonnay	552	552		£6.02	£9.21	£3,323.41	Bourgogne	France
10	RENAR2018CHA1275	2018 75CL Domaine Devillard, Le Renard Chardonnay	12		12		£ 9.21	£ 110.48	Bourgogne	France
11	BONNA2020CNV1275	2020 75CL Bonnardot, Cotes de Nuits Villages Rouge	5		5		£ 13.00	£ 65.01	Burgundy	France
11	CHAMI2020MEW1275	2020 75CL Chamirey, Mercurey White	12	12		£11.69	£15.61	£140.29	Burgundy	France
11	NUDAN2020LBU675	2020 75CL Nudant, Ladoix Buis 1er Cru	6		6		£ 19.98	£ 119.87	Burgundy	France
11	CHAMI2021MEW6150	2021 150CL Chamirey, Mercurey White	12	12		£26.49	£32.47	£317.84	Burgundy	France
11	GUYON2021CMV1275	2021 75CL An Guyon, Chambolle Musigny Clos Village	18	18		£37.46	£40.57	£674.23	Burgundy	France
11	BONNA2021OIS1275	2021 75CL Bonnardot, HCN Clos des Oiseaux Blanc	72	72		£8.57	£11.52	£616.78	Burgundy	France
11	BONNA2021OIS1275	2021 75CL Bonnardot, HCN Clos des Oiseaux Blanc	4		4		£ 11.52	£ 46.06	Burgundy	France
11	PIERM2021CHA675	2021 75CL Pierre Mayeul, Chardonnay	6		6		£ 10.33	£ 61.95	Burgundy	France
11	GUYON2022GCJ6150	2022 150CL Antoni Guyon, Gevrey Chambertin Justice	6	6		£69.79	£75.77	£418.73	Burgundy	France
11	ELLEV2022CHA6150	2022 150CL Ellevin, Chablis	3		3		£ 25.07	£ 75.22	Burgundy	France
11	GUYON2022SBG1275	2022 75CL An Guyon, Savigny les Beaune Goudelettes	72	72		£19.68	£22.79	£1,416.91	Burgundy	France
11	BONNA2022HCB1275	2022 75CL Bonnardot, Hautes Cotes de Nuits Blanc	180	180		£6.80	£9.76	£1,224.25	Burgundy	France

11	BONNA2022HCB1275	2022 75CL Bonnardot, Hautes Cotes de Nuits Blanc	13		13		£ 9.76	£	126.91	Burgundy	France
11	CHAMI2022MER1275	2022 75CL Chamirey, Mercurey Red	120	120		£12.88	£15.99		£1,545.89	Burgundy	France
11	CHARM2022PFR1275	2022 75CL Charmond, Pouilly Fuisse 1er Cru	390	390		£10.33	£13.52		£4,027.82	Burgundy	France
11	CHARM2022PFR1275	2022 75CL Charmond, Pouilly Fuisse 1er Cru	2		2		£ 13.52	£	27.04	Burgundy	France
11	NUDAN2022CHA675	2022 75CL Nudant, Bourgogne Chardonnay	642	642		£6.74	£9.73		£4,330.06	Burgundy	France
11	NUDAN2022GEV675	2022 75CL Nudant, Gevrey Chambertin	114	114		£32.23	£35.34		£3,674.72	Burgundy	France
11	NUDAN2022LBU675	2022 75CL Nudant, Ladoix Buis 1er Cru	72	72		£20.48	£23.59		£1,474.49	Burgundy	France
11	PIERM2022LAW675	2022 75CL Pierre Mayeul, Ladoix white	96	96		£22.23	£25.41		£2,134.05	Burgundy	France
11	PIERM2022LAW675	2022 75CL Pierre Mayeul, Ladoix white	6		6		£ 25.41	£	152.48	Burgundy	France
11	PIERM2022PVS675	2022 75CL Pierre Mayeul, Pernand Vergelesses	42	42		£20.50	£23.61		£861.06	Burgundy	France
11	PIERM2022SAN675	2022 75CL Pierre Mayeul, Santenay white	48	48		£21.37	£24.48		£1,025.56	Burgundy	France
11	GUYON2023SBG24375	2023 37.5CL A Guyon, Savigny Beaune Goudelettes	8		8		£ 11.91	£	95.29	Burgundy	France
11	CHARM2023MVI1275	2023 75CL Charmond, Macon Village	857	852	5	£5.51	£8.82		£4,738.62	Burgundy	France
11	GUERR2023PFV1275	2023 75CL Guerrin et Fils, Pouilly Fuisse Vv	36	36		£10.69	£13.88		£384.77	Burgundy	France
11	GUERR2023PFV1275	2023 75CL Guerrin et Fils, Pouilly Fuisse Vv	6		6		£ 13.88	£	83.25	Burgundy	France
11	NUDAN2023CND675	2023 75CL Nudant, La Chapelle Notre Dame	84	84		£10.95	£14.25		£919.48	Burgundy	France
11	NUDAN2023CND675	2023 75CL Nudant, La Chapelle Notre Dame	4		4		£ 14.25	£	57.01	Burgundy	France
11	GUYON2018SBG6150	2018 150CL An Guyon, Savigny Beaune Goudelettes	6	6		£36.10	£42.31		£216.57	Côte de Beaune	France
11	GUYON2018CMV1300	2018 300CL An Guyon, Chambolle Musigny Clos Villag	5	5		£158.34	£171.21		£791.71	Côte de Nuits	France
11	SOCIA2001MAL1275	2001 75CL Sociando Mallet	3		3		£ 45.14	£	135.43	Haut-Medoc	France
12	CBELL2019CAS675	2019 75CL Croix Belle, Cascaillou	2		2		£ 12.40	£	24.80	Languedoc-Roussillon	France
12	CBELL2020N7RE675	2020 75CL Croix Belle, N.7 Red	114	114		£6.54	£9.65		£745.99	Languedoc-Roussillon	France
12	MASQU2020WES675	2020 75CL Masques, Blanc Essentielle	2		2		£ 7.78	£	15.56	Languedoc-Roussillon	France
12	CBELL2022N7W675	2022 75CL Croix Belle, N.7 White	180	180		£6.54	£9.53		£1,177.88	Languedoc-Roussillon	France
12	PECHL2022REF675	2022 75CL Pastorello y Pech-Latt, Cuvée Reflexion	3		3		£ 22.00	£	66.00	Languedoc-Roussillon	France
12	GRAVE2023CDC675	2023 75CL Graves du Champs des Chails	300	300		£2.04	£5.12		£611.52	Languedoc-Roussillon	France
12	GRAVE2023CDC675	2023 75CL Graves du Champs des Chails	3		3		£ 5.12	£	15.35	Languedoc-Roussillon	France
12	POTAR2024MSL1275	2024 75CL Doma de la Potardiere, Muscadet sur Lie	132	132		£3.10	£5.95		£408.58	Loire Valley	France
12	POTAR2024MSL1275	2024 75CL Doma de la Potardiere, Muscadet sur Lie	4		4		£ 5.95	£	23.80	Loire Valley	France
12	GUILLNVROS12375	NV 37.5CL Guillopees, Sancerre Rose	45		45		£ 4.26	£	191.74	Loire Valley	France
12	CANTE2016ALL24375	2016 37.5CL Cantemerle, Les Alleees de Cantemerle	48	48		£6.53	£8.03		£313.39	Medoc	France
12	POTEN2016CHA675	2016 75CL Potensac, Chapelle Potensac	30	30		£8.45	£11.64		£253.58	Medoc	France
12	POTEN2016CHA675	2016 75CL Potensac, Chapelle Potensac	6		6		£ 11.64	£	69.84	Medoc	France
12	NOURE2018MED6150	2018 150CL Nouret	84	84		£15.05	£20.38		£1,263.80	Medoc	France
12	NOURE2018MED6150	2018 150CL Nouret	6		6		£ 20.38	£	122.28	Medoc	France
12	MAUVE2019BAR675	2019 75CL Mauvesin Barton	138	138		£12.19	£15.30		£1,682.72	Moulis-en-Médoc	France
12	CHASS2020SPL24375	2020 37.5CL Chasse Spleen	24	24		£9.89	£11.53		£237.35	Moulis-en-Médoc	France
12	CHASS2020SPL24375	2020 37.5CL Chasse Spleen	5		5		£ 11.53	£	57.63	Moulis-en-Médoc	France
12	MONTV2019675	2019 75CL Montviel	4		4		£ 24.63	£	98.52	Pomerol	France
12	MONTV2021ROS675	2021 75CL Montviel, La Rose Montviel	66	66		£13.85	£16.96		£913.94	Pomerol	France
13	CDGAR2021CLL675	2021 75CL La Croix de Garde, Cornas La Lauziere	66	66		£23.84	£26.91		£1,573.69	Rhone Valley	France
13	CDGAR2021CLL675	2021 75CL La Croix de Garde, Cornas La Lauziere	4		4		£ 26.91	£	107.65	Rhone Valley	France
13	CDGAR2021HLR675	2021 75CL La Croix de Garde, Hermitage Les Rouies	270	270		£33.01	£36.09		£8,913.71	Rhone Valley	France
13	CDGAR2021HLR675	2021 75CL La Croix de Garde, Hermitage Les Rouies	2		2		£ 36.09	£	72.17	Rhone Valley	France
13	JBOUT2022CRB675	2022 75CL J. Boutin, Cote Rotie	24	24		£26.11	£29.20		£626.65	Rhone Valley	France
13	JBOUT2022CRB675	2022 75CL J. Boutin, Cote Rotie	4		4		£ 29.20	£	116.79	Rhone Valley	France
13	JBOUT2022CHR675	2022 75CL J. Boutin, Crozes Hermitage Vedias rouge	1		1		£ 10.04	£	10.04	Rhone Valley	France
13	FERME2022RLU675	2022 75CL La Ferme du Mont, Rasteau «Lucantis»	66	66		£7.58	£11.03		£500.54	Rhone Valley	France
13	FERME2022RLU675	2022 75CL La Ferme du Mont, Rasteau «Lucantis»	3		3		£ 11.03	£	33.10	Rhone Valley	France
13	FERME2022VLR675	2022 75CL La Ferme du Mont, Vacqueyras «Le Rif»	6		6		£ 12.60	£	75.62	Rhone Valley	France
13	JBOUT2023CHR675	2023 75CL J. Boutin, Crozes Hermitage Vedias rouge	2		2		£ 10.64	£	21.27	Rhone Valley	France
13	FERME2023GIJ675	2023 75CL La Ferme du Mont, Gigondas « Jugunda »	72	72		£11.03	£14.45		£794.33	Rhone Valley	France
13	FERME2023GIJ675	2023 75CL La Ferme du Mont, Gigondas « Jugunda »	12		12		£ 14.45	£	173.44	Rhone Valley	France
13	FERME2023VLR675	2023 75CL La Ferme du Mont, Vacqueyras «Le Rif»	102	102		£9.65	£12.98		£983.98	Rhone Valley	France
14	LUCAS2015GLP6150	2015 150CL Lucas, Grand Lucas Prestige	48	48		£11.47	£17.45		£550.56	Saint Emillion	France
14	LUCAS2015GLP3150	2015 150CL Lucas, Grand Lucas Prestige	2	2	0	11.47	£ 17.45	£	22.94	Saint Emillion	France
14	LUCAS2015PGLP12375	2015 37.5CL Lucas, Grand Lucas Prestige	8		8		£ 4.37	£	34.92	Saint Emillion	France
14	LUCAS2015GLP1275	2015 75CL Lucas, Grand Lucas Prestige	3		3		£ 9.23	£	27.68	Saint Emillion	France
14	NOURE2015MED675	2015 75CL Nouret	126	126		£6.54	£9.53		£824.14	Saint Emillion	France
14	FONPL2021FLE675	2021 75CL Fonplegade, Fleur Fonplegade	60	60		£10.72	£13.94		£643.16	Saint Emillion	France
15	TALBO2019CONT24375	2019 37.5CL Connetable Talbot	48	48		£12.58	£14.14		£603.81	Saint Julien	France
15	TALBO2020CONT24375	2020 37.5CL Connetable Talbot	72	72		£12.58	£14.14		£905.71	Saint Julien	France

15	MONTR2020DAM24375	2020 37.5 CL Montrose, Dame de Montrose	2		2		£ 15.23	£ 30.46	Saint-Estephe	France
15	CARME2020RIE12375	2020 37.5CL Carmes Rieussec	60	60		£8.18	£9.81	£490.75	Sauternes	France
15	CARME2020RIE12375	2020 37.5CL Carmes Rieussec	1		1		£ 9.81	£ 9.81	Sauternes	France
15	STENN2021SPA675	2021 75CL Weingut Stenner, Spatburgunder Hechtshei	90	90		£5.66	£8.99	£509.77	Rheinhessen	Germany
15	STENN2021SPA675	2021 75CL Weingut Stenner, Spatburgunder Hechtshei	3		3		£ 8.99	£ 26.96	Rheinhessen	Germany
16	JUDEK2021ETR675	2021 75CL Judeka, Etna Rosso DOC	258	258		£7.34	£10.57	£1,894.28	Etna Rosso DOC	Italy
16	JUDEK2021ETR675	2021 75CL Judeka, Etna Rosso DOC	3		3		£ 10.57	£ 31.70	Etna Rosso DOC	Italy
16	REGUT2024PNE675	2024 75CL Reguta, Pinot Nero	450	438	12	£2.77	£5.76	£1,281.43	Friuli	Italy
16	REGUT2024PNE675	2024 75CL Reguta, Pinot Nero	1		1		£ 5.76	£ 5.76	Friuli	Italy
16	BONIF2021MONT675	2021 75CL Conti San Bonifacio, Montereio	60	60		£7.11	£10.33	£426.39	Montereio di Massa Marittima DOC	Italy
16	CAPAN2019MLH650	2019 50CL Capanna, Moscadello Montalcino LH	54	54		£11.90	£14.20	£642.75	Moscadello di Montalcino DOC	italy
17	EBREO2005TOR375	2005 75CL Cascina Ebreo, Torbido	24	24		£26.77	£29.99	£642.45	Piedmont & Tuscany	Italy
17	EBREO2006TOR375	2006 75CL Cascina Ebreo, Torbido	6	6		£26.77	£30.22	£160.61	Piedmont & Tuscany	Italy
17	EBREO2010SIN675	2010 75CL Cascina Ebreo, Sinche	7		7		£ 20.11	£ 140.74	Piedmont & Tuscany	Italy
17	BONIF2015MONT1150	2015 150CL Conti San Bonifacio, Montereio	3		3		£ 25.23	£ 75.68	Piedmont & Tuscany	Italy
17	LUCAS2015GLP3150	2015 150CL Lucas, Grand Lucas Prestige	3	3		£11.47	£17.45	£34.40	Piedmont & Tuscany	Italy
17	FANTI2016VSS6375	2016 37.5CL Fanti, Vin Santo San'Antimo	1		1		£ 18.42	£ 18.42	Piedmont & Tuscany	Italy
17	EBREO2017SEG675	2017 75CL Cascina Ebreo, Segreto	18	18		£13.73	£17.18	£247.22	Piedmont & Tuscany	Italy
17	REVA2019BAL6150	2019 150CL Reva, Barbera d'Alba	24	24		£13.31	£19.97	£319.54	Piedmont & Tuscany	Italy
17	REVA2019BASE1275	2019 75CL Reva, Barolo Serralunga	12	12		£22.37	£25.68	£268.44	Piedmont & Tuscany	Italy
17	REVA2019BASE1275	2019 75CL Reva, Barolo Serralunga	10		10		£ 25.68	£ 256.80	Piedmont & Tuscany	Italy
17	REVA2020BAR6150	2020 150CL Reva, Barolo	12	12		£32.02	£38.68	£384.20	Piedmont & Tuscany	Italy
17	REVA2020BCA375	2020 75CL Reva, Barolo Cannubi	15	15		£49.15	£52.37	£737.26	Piedmont & Tuscany	Italy
17	EBREO2023ROS675	2023 75CL Cascina Ebreo, Rosso	66	66		£5.68	£8.56	£374.68	Piedmont & Tuscany	Italy
17	REVA2023DOL1275	2023 75CL Reva, Dolcetto d'Alba	2		2		£ 7.43	£ 14.86	Piedmont & Tuscany	Italy
17	VINCH2023BAL1275	2023 75CL Vinchio Vaglio, Barbera Le Tane	3		3		£ 5.52	£ 16.56	Piedmont & Tuscany	Italy
17	VINCH2023DOL1275	2023 75CL Vinchio Vaglio, Dolcetto Riocrosio	612	612		£2.44	£5.41	£1,493.55	Piedmont & Tuscany	Italy
17	VINCH2023DOL1275	2023 75CL Vinchio Vaglio, Dolcetto Riocrosio	3		3		£ 5.41	£ 16.23	Piedmont & Tuscany	Italy
18	CAPAN2023RDM675	2023 75CL Capanna, Rosso Montalcino	30	30		£8.52	£11.93	£255.49	Rosso di Montalcino DOC	Italy
18	CAPAN2023RDM675	2023 75CL Capanna, Rosso Montalcino	5		5		£ 11.93	£ 59.66	Rosso di Montalcino DOC	Italy
18	CAPAN2021SAR675	2021 75CL Capanna, Sant'Antimo Rosso	12	12		£8.79	£12.31	£105.43	Sant'Antimo DOC	Italy
18	CAPAN2021SAR675	2021 75CL Capanna, Sant'Antimo Rosso	1		1		£ 12.31	£ 12.31	Sant'Antimo DOC	Italy
18	CAPAN2024SAN675	2024 75CL Capanna, SanGioBi	6	6		£6.42	£9.38	£38.53	Toscana IGT	Italy
18	CAPAN2024SAN675	2024 75CL Capanna, SanGioBi	4		4		£ 9.38	£ 37.53	Toscana IGT	Italy
18	CAPAN2022RDM675	2022 75CL Capanna, Rosso Montalcino	2		2		£ 11.61	£ 23.22	Tuscany	Italy
18	FRACC2020RIP1150	2020 150CL Fraccaroli, Ripasso DOC	3		3		£ 22.69	£ 68.07	Valpolicella	Italy
18	FRACC2020RIP675	2020 75CL Fraccaroli, Ripasso DOC	162	162		£6.72	£10.03	£1,089.26	Valpolicella	Italy
18	FRACC2020RIP675	2020 75CL Fraccaroli, Ripasso DOC	2		2		£ 10.03	£ 20.05	Valpolicella	Italy
18	FOLIN2022ROS675	2022 75CL Folini Prosecco Rose	2		2		£ 5.85	£ 11.69	Veneto	Italy
18	FRACC2024VAL1275	2024 75CL Fraccaroli, Valpolicella Classico DOC	2		2		£ 6.97	£ 13.93	Veneto	Italy
19	KELMA2017TIN675	2017 75CL Kelman, Tinto Blend	336	336		£3.78	£6.98	£1,270.58	Dão DOC	Portugal
19	KELMA2017TIN675	2017 75CL Kelman, Tinto Blend	10		10		£ 6.98	£ 69.75	Dão DOC	Portugal
19	SOLAR2020LOU675	2020 75CL Solar das Boucas, Loureiro	234	234		£3.34	£6.10	£782.47	Vinho Verde	Portugal
19	SOLAR2020LOU675	2020 75CL Solar das Boucas, Loureiro	1		1		£ 6.10	£ 6.10	Vinho Verde	Portugal
19	SOLARNVESC675	NV 75CL Solar das Boucas, Escolha Albarino / Lou	172	172		£2.80	£5.53	£482.00	Vinho Verde	Portugal
19	SOLARNVESC675	NV 75CL Solar das Boucas, Escolha Albarino / Lou	2		2		£ 5.53	£ 11.06	Vinho Verde	Portugal
20	SAXEN2023GFW675	2023 75CL Saxenburg, Guinea Fowl Chenin Blanc	468	468		£4.31	£6.41	£2,015.20	Stellenbosch	South Africa
20	SAXEN2023GFW675	2023 75CL Saxenburg, Guinea Fowl Chenin Blanc	11		11		£ 6.41	£ 70.50	Stellenbosch	South Africa
20	SAXEN2021GFR675	2021 75CL Saxenburg, Guinea Fowl Red	84	84		£3.95	£7.17	£331.52	Stellenbosch	South Africa
20	SAXEN2021PCC675	2021 75CL Saxenburg, Private Collection Chardonnay	120	120		£7.00	£9.99	£839.60	Stellenbosch	South Africa
21	TORRED2018CRI675	2018 75CL Torrederos, Ribera del Duero Crianza	6		6		£ 8.72	£ 52.32	Ribera del Duero DO	Spain
21	ARVIZ2024VEM1275	2024 75CL Marques de Arviza, Verdejo	1200	1200		£1.90	£4.86	£2,284.86	Rueda	Spain
21	ARVIZ2024VEM1275	2024 75CL Marques de Arviza, Verdejo	4		4		£ 4.86	£ 19.45	Rueda	Spain
21	CASAS2017ABB675	2017 75CL Francisco Casas, Camparron Abba	390	390		£4.94	£8.49	£1,928.48	Toro DOC	Spain
21	CASAS2017ABB675	2017 75CL Francisco Casas, Camparron Abba	3		3		£ 8.49	£ 25.48	Toro DOC	Spain
21	CASAS2023NOV675	2023 75CL Francisco Casas, Camparron Novum	7		7		£ 5.80	£ 40.61	Toro DOC	Spain
21	VCALE2018RCR675	2018 75CL Vega Caledonia, Rioja Crianza	36	36		£3.15	£6.37	£113.23	Rioja	Spain
22	STEPH2021CHA1275	2021 75CL Stephen Vincent, Chardonnay	132	132		£5.80	£8.91	£765.43	California	USA
22	STEPH2021CHA1275	2021 75CL Stephen Vincent, Chardonnay	1		1		£ 8.91	£ 8.91	California	USA
23	RONCA18LIM670	70CL Ron Carupano, Reserva 18 Limitada	1062	1062		15.98236	£ 25.50	£ 16,973.27	Spirits	Spirits
23	RONCA21PRI670	70CL Ron Carupano, Reserva 21 Privada Rum	234	234		22.17158	£ 31.69	£ 5,188.15	Spirits	Spirits
23	FRIAR1977ARM650	1977 50CL Friarwood, Armagnac	1		1		£ 51.03	£ 51.03	Spirits	Spirits

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HILCO INDUSTRIAL LIMITED AND HILCO APPRAISAL LIMITED TERMS AND CONDITIONS

The following terms and conditions ("**Terms**") are the terms on which **Hilco Appraisal Limited** (a limited liability company incorporated under the laws of England and Wales with company number: 04703331 and whose registered office is at 99 Gresham Street, London EC2V 7NG ("**Hilco**"), as the case may be, the relevant party to be identified on the relevant invoice sells Equipment (defined below) at Auctions (defined below) or by means of Private Treaty Sales (defined below) and supersedes all other terms and conditions relating to the subject matter of these Terms. These Terms are the terms subject to which Hilco shall, either on its own behalf or as agent for the Vendor (defined below), sell Equipment to a Buyer (defined below) by way of Auction or Private Treaty Sale.

THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CLAUSE 8 AND THE BUYER SHOULD NOTE THAT:

- **ALL EQUIPMENT IS SOLD 'AS IS, WHERE IS' (WITH ALL FAULTS, IMPERFECTIONS AND DEFECTS)**
- **NO GUARANTEES AND/OR WARRANTIES ARE PROVIDED BY HILCO IN RESPECT OF ANY EQUIPMENT**
- **IT IS THE BUYER'S RESPONSIBILITY TO INSPECT EQUIPMENT PRIOR TO BIDDING ON SUCH EQUIPMENT OR MAKING AN OFFER IN RESPECT OF SUCH EQUIPMENT**
- **ALL SALES ARE FINAL – NO EXCEPTIONS**
- **SALES MAY BE SUBJECT TO A BUYER'S PREMIUM (DEFINED IN THE SPECIFIC SALE TERMS, IF APPLICABLE), THE RATE OF WHICH WILL VARY FROM SALE TO SALE**
- **ALL AUCTIONS (DEFINED BELOW) ARE SUBJECT TO THE CONDITIONS, VALID IN THE COUNTRY, WHERE THE AUCTION TAKES PLACE**

1. DEFINITIONS AND INTERPRETATION

1.1. The following words and phrases used in these Terms shall have the following meanings, except where the context clearly requires otherwise:

1.1.1. "**Advertising Material**" means brochures, pamphlets, advertisements and any other marketing material (in both electronic and printed format) used by HILCO to market and promote the Auctions and/or any Private Treaty Sale;

1.1.2. "**Auction**" means a public sale or online sale at which items of Equipment are being sold by HILCO, each such item of Equipment going to one of the competing bidders;

1.1.3. "**Buyer**" means any person, firm or auctioneer who agrees to purchase the Equipment by participating in an Auction and placing a winning bid or who makes an offer which is accepted by HILCO in respect of a Private Treaty Sale;

1.1.4. "**Buyer's Premium**" means a percentage of the Hammer Price (specified in the Sale Specific Terms) which is added to the Hammer Price to make up the Purchase Price;

1.1.5. "**Catalogue**" means an online or printed document containing a description of the Equipment to be sold at an Auction or by way of a Private Treaty Sale;

1.1.6. "**Data Protection**" means the Data Protection as applicable in the Country where the Auction takes place or such other legislation which enacts or consolidates it (with or without modification);

1.1.7. "**Equipment**" means the assets in respect of which potential Buyers are invited to submit offers by means of placing bids at an Auction or in respect of a Private Treaty Sale;

1.1.8. "**EU**" means the European Union;

1.1.9. "**Force Majeure Event**" means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable and which affects the performance by a Party of its obligations under these Terms, including without limitation, strikes, lock-outs or other industrial disputes (excluding such party's own workforce), failure of energy sources or transport network, acts of God, international disputes, war, export or import limitations or embargos, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors;

1.1.10. "**Hammer Price**" means the amount offered by the Buyer and accepted by HILCO at Auction in respect of the relevant Equipment;

1.1.11. "**Parties**" means HILCO and the Buyer collectively and "Party" shall mean any one of them as determined by the context;

1.1.12. "**Personal Data**" means any personal information (such as name, address, telephone number, credit card details and copies of documents such as a driving license used for identification purposes) which the Buyer provides to HILCO when submitting a Registration Form to HILCO;

1.1.13. "**Privacy Policy**" means HILCO'S privacy policy accessible via the link on HILCO'S Website(s) and which forms part of these Terms;

1.1.14. "**Private Treaty Sale**" means a sale (not by way of an Auction) of Equipment by HILCO where HILCO prepares descriptive details of the Equipment for sale and invites offers which HILCO may accept or reject;

1.1.15. "**Proxy Bid**" means a bid submitted by an employee of HILCO on a Buyer's behalf and with the Buyer's authority in circumstances where a Buyer is unable to participate in an Auction;

1.1.16. "**Purchase Price**" means the amount payable by the Buyer to HILCO in respect of the sale and purchase of the Equipment and shall consist of, in respect of sale at Auction, the Hammer Price plus the Buyer's Premium and, in respect of a Private Treaty Sale, the price agreed between HILCO and the relevant Buyer;

1.1.17. "**Registration Form**" means the printed or online form the Buyer completes when registering for an Auction;

1.1.18. "**Sale Specific Terms**" means any terms published by HILCO on any of the Websites in respect of the sale of Equipment and, in respect of a sale by Auction, any terms made available at any Auction and which relate to the specific Auction mentioned in such terms and/or any other terms communicated to the Buyer or potential Buyer by HILCO from time to time which shall be incorporated into these Terms by reference;

1.1.19. "**Third Party**" means any person or entity other than the Parties;

1.1.20. "**VAT**" means value added tax or the equivalent or similar sales taxes applicable in the Country where the Auction and/or Private Treaty takes place

1.1.21. "**Vendor**" means, the vendor of the Equipment, where HILCO sells the Equipment as agent on the vendor's behalf or HILCO if it sells for its own account;

- 1.1.22. **"Website(s)"** means HILCO'S website located at www.hilcoind.com and any other websites used by HILCO for purposes of Auctions or in respect of a Private Treaty Sale.
- 1.2. The headings used in these Terms have been inserted for convenience only and shall not affect its construction or interpretation.
- 1.3. Words importing the singular include the plural and vice versa.
- 1.4. Words importing a gender shall include all genders.
- 1.5. Reference to any statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under them as from time to time amended, consolidated or re-enacted.
- 1.6. In the event of a conflict between the provisions of these Terms and the Sale Specific Terms, the Sale Specific Terms shall take precedence.

2. APPLICABILITY OF THESE TERMS

These Terms as well as the "Sale specific Terms" apply to all Auctions and Private Treaty Sales facilitated and/or conducted by HILCO.

3. STATEMENTS RELATING TO THE EQUIPMENT

- 3.1. All statements relating to the Equipment put up for auction at an Auction or offered for sale by means of a Private Treaty Sale contained on the Websites, in any Catalogue or in any Advertising Material (such as statements relating to description, quality and condition) are qualified statements of opinions and should not be relied upon or construed as being representations or warranties.
- 3.2. It is the Buyer's responsibility to inspect the Equipment and to satisfy itself on all matters affecting the Equipment, including the condition and description of the Equipment, its fitness and suitability for any particular purpose prior to bidding on such Equipment at an Auction or making an offer in respect of a Private Treaty Sale.

4. OFFERS

- 4.1. All offers of HILCO are subject to prior sale of the goods by HILCO to a third party.
- 4.2. No offer, whether oral or in writing, is binding upon HILCO. HILCO has the right to withdraw any offer within five days after such offer has been accepted by the purchaser.

5. RISK AND TITLE

- 5.1. The risk in and to Equipment bought by the Buyer at an Auction shall pass to the Buyer on the 'fall of the hammer', but the legal and beneficial title in and to such Equipment shall remain with HILCO until the Buyer's payment of the Purchase Price (together with any VAT and any other applicable tax) in accordance with clause 7 and has been received by HILCO in cleared funds.
- 5.2. The risk in and to Equipment bought by the Buyer by means of a Private Treaty Sale shall pass to the Buyer on the date on which the Private Treaty Sale is agreed between HILCO and the Buyer, but the legal and beneficial title in and to such Equipment shall remain with HILCO (or as the case may be, the Vendor) until the Buyer's payment of the Purchase Price (together with any VAT and any other applicable tax) in accordance with clause 7 and has been received by HILCO in cleared funds.

6. PROXY BIDS

HILCO may place Proxy Bids on behalf of a Buyer or potential Buyer at any Auction at the Buyer's election.

7. PURCHASE PRICE, PAYMENT TERMS AND VAT (AND OTHER TAXES)

- 7.1. The Purchase Price shall consist of the Hammer Price plus the Buyer's Premium (if applicable), or, in the event of Private Treaty Sales, the Purchase Price shall be the price agreed between HILCO and the relevant Buyer in respect of such Private Treaty Sale.
- 7.2. HILCO may levy a Buyer's Premium on all sales at Auctions and the rate of such Buyer's Premium will vary from sale to sale.
- 7.3. The Purchase Price does not include VAT and other taxes (if any). Any VAT (or other taxes if any) relating to a sale shall be payable at the current rate(s) applicable in the country of supply and at the rate in force at the time of supply where the sale takes place. In respect of VAT and any other taxes (if any) the following shall apply (please see important information below for intra EU dispatches and exports purchasers where the Equipment in question is removed from the EU)
- 7.3.1. Buyers located in the country of supply and where the Equipment remains in that country will be charged VAT and other taxes (if any) on the Purchase Price, and for sales at auctions local VAT (and other taxes if any) will be levied on the Hammer Price and Buyers Premium.
- 7.3.2. Buyers located in another country other than the country of sale but located within the EU must complete documentation or be able to support that there is an intra-EU dispatch and if necessary complete an intra-EU form. A deposit equal to the amount of the VAT payable in the country of supply will be taken from the Buyer and held by HILCO until satisfactory proof of intra-EU dispatch is received by HILCO. Where a Buyer removes the Equipment from the country of supply to another EU state then proof of removal will include full shipping documents, proof of transport certification, or any other shipping documentation required by the EU Member State of dispatch to satisfy the intra-EU supply rules for goods including the evidence of a VAT ID number in another EU state to that of the country of supply. This documentation must be received by HILCO within three (3) months from the date of the supply. **Purchasers from overseas should note that the VAT on the Buyer's Premium is not recoverable.**
- 7.3.3. Buyers who are established outside the EU will be charged VAT (and other taxes if any) on the Purchase Price. A refund of the VAT applied in the country of supply can be processed by sending proof of removal of the Equipment from the EU as an export (and this will include shipping documents) to HILCO within three (3) months from the date of the supply. **Purchasers from overseas should note that the VAT on the Buyer's Premium is not recoverable.**
- 7.4. The intra EU forms and proof of export documents (including full shipping documents) required under clause 7.3.3 should be sent to HILCO via email to the accounts dept (accounts@hilcoglobaladvisors.co.uk) or to such other person as HILCO may notify the Buyer from time to time.

7.5. Buyers wishing to claim an exemption from VAT (or that VAT is to be charged at zero rate or is otherwise not payable (either at all or at the full rate or amount prevailing at the time of the sale)) should provide satisfactory proof to HILCO of the Buyer's entitlement to claim such exemption or release.

7.6. The Purchase Price should be paid by means of electronic funds transfer (EFT). The bank details and the currency in which payment should be made shall be specified in the Sale Specific Terms.

7.7. Time for payment shall be of the essence and full payment (in cleared funds) should be received by the Sale Specific deadline. For any items of Equipment in respect of which full payment (in cleared funds) has not been received by Hilco within ten (10) days of the closing relevant Auction or the date of the Private Treaty Sale shall be forfeited and the Buyer shall be liable for the administrative and other costs of Hilco for arranging for the resale and/or scrapping of such Equipment and any resulting loss of fees or commission or premium incurred or suffered by HILCO.

7.8. No payment shall be deemed to have been received until HILCO has received the relevant payment in cleared funds.

7.9. The Buyer shall make all payments due under these Terms in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

7.10. If the Buyer fails to pay HILCO any sum due pursuant to the Buyer purchasing any Equipment at an Auction or by way of Private Treaty Sale, the Buyer shall be liable to pay interest to HILCO on such sum from the due date for payment at the maximum allowable annual rate accruing on a daily basis until payment is made, whether before or after any judgment.

8. WARRANTIES AND LIMITATION OF LIABILITY

8.1. International Statutory Compliance Exclusion

(A) It is expressly brought to the Buyer's attention that, at the time of sale, any item of plant, machinery or equipment contained in the lot(s): may not necessarily comply with the Health and Safety Laws, in the relevant jurisdiction and or any other EC Acts, Regulations, Directives or their applicable laws or equivalent or similar laws in any relevant jurisdiction or;

and could contain blue or white asbestos, hazardous substances, dangerous chemicals etc. which if not handled correctly during their removal from a site could be in breach of the relevant Health and Safety Laws, use of such substances in a working environment in the EC or any other relevant jurisdiction.

(B) The Buyer undertakes to:

Remove, ship and use any purchased plant and equipment within the European Community or any other relevant jurisdiction in a way that does not contravene any relevant legislation and in full compliance with all applicable Health and Safety Standards and regulations;

comply with all current applicable legislations in any relevant jurisdiction and reasonable instructions by the Auctioneer in relation to the removal/disposal of waste including hazardous waste.

Participants agree to comply with all applicable export or import control or related laws or regulations and not to violate any applicable local, state, national or international law, statute, ordinance, rule or regulation.

Participants acknowledge that the Auctioneer is not the exporter of any asset unless expressly stated.

The Auctioneer gives no representation or warranty concerning and has not conducted any investigation to ascertain which items, if any, constitute, for example, "Restricted Technology" for US law purposes or whose export is otherwise restricted under applicable law. The Auctioneer and the seller reserve the right to cancel or rescind any sale in an Online Transaction at any time if either of them determines, in its absolute discretion, that the sale does or may violate applicable export or import control or related laws and regulations.

8.2. Buyers Responsibilities and Conduct

The Buyer will be responsible for all damage that it, its carriers or its agents may do to the property of any third party (and, in particular, to the seller's premises) in removing the lot(s) it has purchased. Should the Auctioneer consider such damage likely to occur, it may require the Buyer to deposit such sum of money with the Auctioneer, by way of security for the costs of reinstating that part or the premises likely to be damaged by the removal of a lot, as the Auctioneer may refuse the Buyer access to the seller's premises for the purpose of collecting all or any of the lots it has purchased, or rescind the sale of such lot.

By placing a Bid on a lot, the Buyer represents, warrants and undertakes that it has the authority and capacity to enter such Bid and close the transaction and that any Bid that it makes constitutes an irrevocable offer to buy the lot in question for the full amount of the Bid.

8.3. Transfer of Risk

Upon the Announcement of Sale the Buyer shall assume all risks in and relating to such lots. The Buyer is advised to effect in respect of all such risks arising thereafter any insurance it may consider necessary. The duty of the Auctioneer and/or the seller to make lots available shall be deemed performed upon Announcement of Sale even if a lot is subsequently damaged and/or part thereof has been lost.

Property and title in each lot shall not pass to the Buyer until:

- (a) full payment therefore has been received or
- (b) each such lot has been removed from the seller's premises in its entirety.

8.4. AS IS / WHERE IS

All goods are sold "AS IS, WHERE IS, WITH ALL FAULTS, IMPERFECTIONS, DEFECTS AND WITHOUT RECOURSE". Illustrations, pictures or videos posted on the Site are for the convenience of the Buyers only.

Each of the seller, the Auctioneer and, where applicable, HILCO has used its reasonable endeavors' to ensure that the description of each lot(s) appearing on the Site are accurate, but the Buyer relies upon such description at its own risk. Buyers should satisfy themselves prior to the sale as to the condition of the lot and should exercise and rely on their judgment as to whether the lot accords with its description at their own risk.

Subject to the obligations accepted by HILCO and where applicable, the Auctioneer under these Terms and Conditions neither the seller nor HILCO nor, where applicable, the Auctioneer nor any of their respective employees or agents are responsible for errors of description or for the genuineness or authenticity of any lot and no warranty whatever is given by HILCO or, where applicable, the Auctioneer, or the seller of their respective employees or agents to the Buyer in respect of any lot and any express or implied conditions or warranties are hereby excluded to the greatest extent permitted by law.

9. REMOVAL OF EQUIPMENT

9.1. It is the Buyer's responsibility to collect or to arrange for the collection of Equipment bought (at the Buyer's cost).

9.2. The Buyer should contact the individual whose name and contact details are provided in the Sale Specific Terms to arrange for the collection of Equipment.

9.3. HILCO shall only release Equipment for collection by a Buyer or its duly authorized representative once such Equipment has been paid for in full and HILCO has received such payment in cleared funds.

9.4. The Buyer must make payment of the Purchase Price on receipt of HILCO'S invoice. Invoices relating to purchases made via the Websites will be emailed to the Buyer within forty eight (48) hours of the closing of the relevant Auction or conclusion of the relevant Private Treaty Sale.

9.5. Unless stated otherwise in the Sale Specific Terms, the Buyer shall collect or arrange for the collection of the Equipment purchased within ten (10) days of the closing of the relevant Auction or conclusion of the relevant Private Treaty Sale, after which HILCO shall be entitled to charge to the Buyer the cost of storing and securing such Equipment. The Buyer agrees to advise HILCO of the intended date for collection and method of collection and transport prior to collecting the Equipment.

9.6. The dismantling and removal of Equipment by the Buyer shall comply with the Health and Safety Laws, applicable in the Country where the Equipment is located, if applicable, together with HILCO'S site safety policies and procedures. After the dismantling and removal, the Buyer shall ensure that the site where the Equipment is located is left clean and in the state it was in prior to the dismantling and removal of the Equipment by the Buyer.

9.7. Certain types of Equipment may contain hazardous materials (such as chemicals) and, on his own account, the Buyer must ensure that the removal of such hazardous materials is carried out in accordance with the Health and Safety Laws, applicable in the Country where the Equipment is located and any other relevant legislation and/or regulations dealing with the removal and handling of such hazardous materials.

9.8. The Buyer shall indemnify and shall keep HILCO indemnified against all liabilities, damages, costs, expenses, death and personal injury arising from or in the course of the removal of the Equipment.

10. INTELLECTUAL PROPERTY

The copyright in the text appearing on the Websites, in any of our Catalogues, Advertising Material and the photographs, digital images and illustrations of Equipment on the Websites, in any of our Catalogues and in any Advertising Material vest in and shall remain vested in HILCO or its licensors. The Buyer will not reproduce or permit anyone else to reproduce such text, photographs, digital images or illustrations without HILCO'S prior written consent.

11. DATA PROTECTION

11.1. HILCO collects Personal Data from the Buyer when the Buyer submits a Registration Form to HILCO, or, if a Buyer generally provides Personal Data to HILCO in the course of doing business with HILCO.

11.2. The collection, processing and storage of Personal Data will be dealt with by HILCO in accordance with the Privacy Policy and HILCO'S obligations under the Data Protection Act.

11.3. By submitting a Registration to HILCO the Buyer consents to HILCO collecting, processing and storing the Personal Data contained in such Registration Form for the purposes described in the Privacy Policy.

12. REGISTRATION AND ACCESS TO THE WEBSITES

12.1. While HILCO Endeavour's to ensure that the Websites are normally available 24 hours a day, HILCO shall not be liable if for any reason the Websites are unavailable at any time or for any period. Access to the Websites may be suspended temporarily and without notice in the case of system failure, maintenance or repair, or for reasons beyond HILCO'S control.

12.2. Each registration by a Buyer as a registered user on the Websites is for a single user only. HILCO does not permit a Buyer to share a user name and password with any other person nor with multiple users on a network.

12.3. Responsibility for the security of any passwords issued rests with the Buyer.

12.4. In consideration of the Buyer's use of the Websites, the Buyer agrees to maintain the security of the password and identification used to access the user area of the Websites, and the Buyer shall be fully responsible for all use of the Buyer's account and for any actions that take place using the Buyer's membership account.

13. FORCE MAJEURE EVENT

Save for the Buyer's obligation to make payment under these Terms (which shall not be excused), neither Party shall be liable for any failure or delay in performing its obligations under these Terms to the extent that such failure or delay is caused by a Force Majeure Event.

14. WAIVER

A waiver (whether express or implied) by one of the Parties of any of the provisions of these Terms or of any breach of or default by any other Party in performing any of those provisions, will not constitute a continuing waiver and that waiver will not prevent the waiving Party from subsequently enforcing any of the provisions of these Terms not waived or from acting on any subsequent breach of or default by any other Party under any of the provisions of these Terms.

15. SEVERABILITY

The provisions contained in each clause and sub-clause of these Terms is enforceable independently of each of the others and its validity will not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question will apply with such modification as may be necessary to make it valid.

16. WHOLE AGREEMENT

These Terms (together with any other documents referred to herein and referenced as forming part hereof), contain the whole agreement between the Parties relating to the subject matter contemplated by these Terms.

17. RULES AT AUCTION

The Auctioneer can at its own discretion:

- 17.1. Change or withdraw any or all lots.
- 17.2. Bid for any lot(s) offered for the sale at the Online-Auction on its own account and or on behalf of third parties, including on behalf of the seller.
- 17.3. Sell lots in combination, subdivide a lot(s) or change lot(s).
- 17.4. Withdraw any lot(s) if the reserve price, placed on that lot, has not been reached.
- 17.5. HILCO and or any HILCO related company may act as the seller in any Online Auction.
- 17.6. Temporarily or permanently stop the Online-Auction.
- 17.7. Refuse to accept any Bid, including Autobids, for any reason and without any explanation to the bidder.

18. IMPORTANT INFORMATION FOR EXPORT PURCHASERS

If you are intending purchasing items for export outside the Country where the Items (Equipments/Lots) are located, YOU MUST satisfy all of the following criteria in order for a VAT refund/zero rating to be considered.

18.1. Export Forms:

- The registered purchaser must complete the appropriate form showing the export destination and address.
- The registered Buyer must be the party who is to receive the goods overseas and NOT their agent.

18.2. VAT Deposit:

A deposit equal to the amount of VAT due will be taken and held by HILCO until satisfactory proof of export is received (NO EXCEPTIONS).

18.3. Time Limit:

Goods must be exported and documentary proof provided within three months from the date of purchase. NO REFUNDS WILL BE GIVEN AFTER THIS PERIOD.

18.4. Proof of Export:

- Bills of Lading / fully completed CMR documents together with a letter of declaration must be forwarded to HILCO within three months of the date of
- Bills of Lading / fully completed CMR documents must specify the goods with reference to lot numbers and description, and/or the purchase invoice
- Consignee details on the Bill of Lading must match those of the registered Buyer on our registration form.

19. GOVERNING LAW AND JURISDICTION

These Terms are governed by and will be construed in accordance with English law. Each Party irrevocably submits to the exclusive jurisdiction of the English Courts for all purposes relating to these Terms.

20. Prevailing Text

The English text of these general terms and conditions prevails over any translations thereof.