



**GENERAL CONDITIONS OF SALE**  
**Thainstone Centre, Inverurie, Aberdeenshire, AB51 5XZ**  
*An ANM Group Ltd Company*



1. These conditions together with those set out in the Notice to Purchasers either displayed at the sale or appearing in the Sale Catalogue are the terms and conditions on which Thainstone Specialist Auctions and Aberdeen & Northern Marts ("The Auctioneer") will as agents for the Seller sell goods to a purchaser ("The Buyer"). The terms and conditions are binding and buyers and sellers should read them carefully.
2. (a) The parties to the contract are the Vendor and the Buyer, the Auctioneer acting only as agents for the Vendor.  
(b) The parties will be responsible for, indemnify and hold harmless the Auctioneer, its officers and employees for any loss or damage of any kind and including personal injury fatal injury or disease occasioned to or suffered by any person arising out of or in connection with the performance of the contract between the Vendor and the Buyer.
3. (a) Prior to commencement of the sale intending buyers should register their interest with and obtain a bidding number from the Auctioneer;  
(b) Immediately following the fall of the hammer the Buyer will if required to do so by the Auctioneer, pay to the Auctioneer in cash or otherwise as the Auctioneer may agree the price of each lot which the Buyer has purchased or such deposit as the Auctioneer may require and will supply the Auctioneer with whatever information the latter may require concerning the identity and address of the Buyer;  
(c) Any balance of the price due by the Buyer will be paid to the Auctioneer within 2 working days of the date of sale or on or before the date specified in any applicable Notice to Purchasers whichever is the earlier;  
(d) It is an essential condition that all lots are removed by the Buyer from the premises at which they are sold (subject to the conditions set out in Para 15) within 4 days of the date of the sale or not later than the time and date specified in any applicable Notice to Purchasers whichever is the earlier;  
(e) If the Buyer fails to comply with any condition in Para 3, the Auctioneer will use his best endeavours to resell the lot or lots and the Buyer will be liable to the Vendor for any loss incurred by the Vendor (including costs and charges necessarily and reasonably incurred by the Vendor's agents) in connection with such resale and the Buyer's breach of contract Any deposit or other sum paid by the Buyer may be retained and applied towards that loss.  
(f) Without prejudice to any claims that the Auctioneer and/or the Vendor may have against the Buyer for breach of contract or otherwise, the Buyer will be liable from the expiry of the time referred to in Para 4(d) hereof for all expenses incurred in storing and re-selling and/or otherwise disposing of the said lot or lots.
- 4 At the discretion of the Auctioneer, the Auctioneer may at the request of a buyer bid on behalf of that buyer. Such a bid shall be referred to as a "Commission Bid". Any buyer wishing a commission bid must complete a Purchaser's Buying Order which must be deposited with the Auctioneer no later than one hour before the sale starts. Where a commission bid is accepted by the Auctioneer the Auctioneer shall have no responsibility whatsoever to the Buyer in respect of any failure on the part of the Auctioneer to (1) bid on the Buyer's behalf, unless said failure to bid is unreasonable; or (2) to secure the goods in question.
5. (a) Although the Auctioneer has used its best endeavours to ensure that the description of each lot appearing in any Sale Catalogue is accurate, the Buyer is advised to inspect any lot for which he intends to bid to satisfy himself as to the accuracy of any such description. Unless stated otherwise in the Sale Catalogue any description is for guidance only. The Auctioneer, as agent for the Vendor, will only be liable to the Buyer where the Auctioneer has wilfully or negligently mis-described a lot in any material or fundamental way.  
(b) The Auctioneer as agent for the Vendor and on behalf of the Vendor excludes liability for any loss, damage or injury sustained by the Buyer as a result of or in connection with any defect in any lot purchased or any failure in the lot to fulfil any intended use. The Auctioneer will not be liable for any damage or loss sustained to any lot whilst in the Auctioneer's premises unless said damage or loss arises solely as a result of fault or negligence on the part of Auctioneer.  
(c) The Auctioneer does not warrant the Vendor's title to any lot and all lots are sold with only such title as the Vendor may have.
6. Subject to Para 6(a) and (b) the Buyer will by bidding for any lot be deemed  
(a) to be satisfied as to its authenticity and condition  
(b) to purchase with note of all (if any) defects with no right to reject the goods after purchase because of any defect or failure in description or condition.
7. The Auctioneer may at its discretion or on the instructions of the Vendor  
(a) alter or withdraw any lot up to the fall of the hammer relative to the lot;  
(b) withdraw any lot if the highest price bid shall fail to reach the reserve price placed on that lot and  
(c) where two or more consecutive lots are similar in quantity and description, offer the second and/or subsequent such lots (or any of them) to the bidder purchasing the first at the same price.
8. Bidding shall be regulated by the Auctioneer in such manner as it may reasonably think fit. This means that the Auctioneer may reasonably refuse any bid or may itself bid for the lot in question on behalf of any third party.
9. Subject always to any reserve price each lot shall be sold to the highest bidder and if any dispute arises it shall be dealt with in such manner as the Auctioneer may in its reasonable discretion determine.
10. The Buyer will pay to the Auctioneer a premium on the hammer price at a rate as displayed in the Notice to Purchasers and to which will be added Value Added Tax at the current rate. The Buyer agrees that the Auctioneer, when acting as agent for the Vendor, may also receive commission from the Vendor.
11. The agreement between Vendor and Buyer becomes binding upon fall of the hammer. Ownership of any lot purchased will not pass to the buyer until the Auctioneer has received the purchase price of that lot in cleared funds. Risk of damage to or destruction of any lot will pass to the Buyer at the time that ownership of that lot passes to the Buyer or at the time that the Buyer takes possession of the lot, whichever is the earlier. The Auctioneer will only be responsible for damage to or destruction of any lot where that damage or destruction arises as a result of fault or negligence on the part of the Auctioneer.
12. Unless a sale is notified as Value Added Tax inclusive the price at which the Buyer purchases each lot will be exclusive of Value Added Tax which will, when due, be added to the price at the appropriate rate.
13. The Vendor or any agent acting on its behalf may bid for any lot or lots offered for sale at the Auction, in which case the premium referred to in condition 11 hereof will be applied.
14. (a) The Buyer will not be permitted to remove any lot from the sale premises until all purchase monies have been paid;  
(b) Subject to 14 (a) hereof the Buyer will only be permitted to remove lots from the sale premises with proof of purchase.  
(c) If any party claims ownership of any lot or part of any lot prior to its removal from the sale premises, the Auctioneer reserves the right to either rescind the sale or permit removal from the premises subject to such conditions as it may reasonably decide and  
(d) The entry of the Auctioneer in the sale roll will (except for manifest error or omission) be evidence of the identity of the Buyer and the price of any lot.
15. 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 sale premises where sold) in removing the lot(s) purchased. If, in the Auctioneer's opinion, removal of any lot or part may occasion damage to the sale premises, or any other damage which the Buyer does not agree to make good, the Auctioneer may by notice to the Buyer rescind the sale of such lot. Alternatively, the Auctioneer may require the Buyer to deposit such sum of money with the Auctioneer as it may decide by way of caution for the cost of making good any such damage.
16. The Buyer will only be able to take delivery of any lot during normal working hours and only after the Auctioneer has received payment for that lot in cleared funds. Delivery must be taken within a reasonable time after the Auctioneer has received payment.
17. Where any goods purchased by the Buyer can be used in a working environment it will be the responsibility of the Buyer to ensure that the use of such goods does not contravene the statutory provisions governing such use and by taking delivery the Buyer will free and relieve the Auctioneer and the Vendor of all liability in respect of such use.