

By Order of Andrew Knowles and Andrew Poxon,
Joint Administrators of Versarien Graphene Limited

PRIVATE TREATY CATALOGUE OF GRAPHENE MATERIAL DEVELOPMENT AND PRODUCTION MACHINERY

Offers to be submitted to:

jboorman@hilcoglobaladvisors.co.uk and

ibacon@hilcoglobaladvisors.co.uk

no later than 12 noon Thursday 4 September 2025

View Day: Strictly By Appointment Only

Payment Deadline: Tuesday 9 September 2025

Removal Deadline and Hours: Friday 19 September
2025, Between 9am – 4pm

Collection Address: Business Park, Longhope,
Gloucestershire GL17 0QZ

All offers are subject to 18% Buyer's Premium Plus VAT

**To Be Sold As Seen And Inspected
As Subject to Conditions of Sale**

Versarien Schedule of Equipment							
Photo Ref	Qty	Manufacturer	Model	Description	Serial No.	Year	
1	1	CyBe	RC-35DP.IRB-6700	CNC Tracked Robotic Crawler 3D Concrete Jetting Unit	CPO-007-001	2021	
1	1	VTS Tracked Solutions Limited	Plus 25002	Mobile Tracked Chassis Pedestal	VTSA-07301	2021	
1	1	ABB	irb6700	Robot Controller & Pendant			
1	1	CyBE Putznecht	548.3	Concrete & Graphen Batch Mix & Feed Plant & Associated Pipework	48164821	2021	
1A	1	Homogenising Systems Limited	NG7575-06-09T-0	130l/hr Pressure Cell Homogenising Dispersion Graphene Ink Production Systems each with Pharma Systems Hopper De Ionised Water Mixing Systems with associated pipes feeds and controls	HSN00187&HSN00204	2021	
1B	1	Homogenising Systems Limited	NG7575-06-09T-0	130l/hr Pressure Cell Homogenising Dispersion Graphene Ink Production Systems each with Pharma Systems Hopper De Ionised Water Mixing Systems with associated pipes feeds and controls	HSN00187&HSN00204	2021	
2	1	Buhler	FD AD-300-CLC TIRAS-300-VIVA C	Triple roll dispersion Milling Machine	7000921036	2018	
3	1	Buhler	FD AD-600-CLC TIRAS-600-VIVA C	Triple roll dispersion Milling Machine	7000116030	2018	
4	1	Heraeus	VTR-50/50	50cm3 Dewax Oven	8500138	2015	
5	1	Winkworth	PV30	Dispersion Mixer	18274	2021	
6	1	CES	36TL	36" Circular Disc Industrial Centrifuge with 45kw drive		2015	
7	1	Amba	Projex	Laboratory Roller Coater Machine with 2m bed	S1749	2021	
8	1	Stainless Steel Services Ltd	300L	Stainless Steel 300 litre dispersion mixer with 3kw agitator and subframe		1995	
9	1	Merkur	EF60-125c	Stainless Steel dispersion Kettle	965543	1986	
10	1	Heisler Scimed	UIP4000	High Power Ultrasonic Twin Generator Cabinets for Liquid Dispersion / Homogenizing in Rittal cabinet with Lauda Ultracool Chiller Units	68952	2017	
11	1	Versarien		Fabricated Batching Plant Graphene Feeding system comprising: 1 1000litre IBC 1 Greaves V15C 1500rpm IBC mounted paddle mixer 1 The Motor Control Company dual 1.5k drive and feed motor system	352102	2021	
12	1	Versarien		Fabricated Batching Plant Graphene Feeding system comprising: 1 1000litre IBC 1 The Motor Control Company feed motor system (No Mixer or Pumps)	352101	2021	
13	1	Freddy	Superminor 78 ST/ST	Industrial Sump Emptier	191003/8241	2019	
14	1	Freddy	Superminor 78 ST/ST	Industrial Sump Emptier	180829/7939	2018	
15	1	Sealey	PC460	Industrial Wet & Dry Vacuum Cleaner			

16	1	Numatic	TTB-1840g/i	Industrial Floor Scrubber	903964	2017
17	1			Jib Frame mounted agitator/ dispersion mixer with 1.1kw drive		
18	2	GT Sonic		Ultrasonic Cleaning Baths		
19	2			150kg scissor Lifting Tables		
20	1	Rhino	R7	348mm x1.1kw Space Heater		
21	1	DK Sonic		Mini Ultrasonic Cleaning Bath		
22	1	Filux		Submersible Pumping Unit		
23	1	Kern	572	Analystical Balance		
24	1	Stalix	3000g x 0.1g	Analystical Balance		
25	1	Kensington	AirOne	Bench type integrated Laminar Flow Cabinet	382	
26	1	Riley Industries		1.5CuM Curing & Drying Oven	ADA2246	2023
27	1	Cafrano		Mini Bench Mixer		
28	1	Fungilab		Mini Bench Mixer		
29	1	Ohaus	MBZ3	Mini Bench Centrifuge		
30	7			Steel Double door work in Progress storage cupboards		
31	1	Silverson	L5M	Mini Bench Mixer		
	2			Slotted Steel 3tier Parts Racks		
	1			Slotted Steel 4tier Parts Rack		
34	1	Ohaus	MBZ3	Mini Bench Centrifuge		
35	1	Hobart	H600-88	Freestanding Paddle Mixer	97-08582C	
36	2	Robot Coupe	MHP550 Ultra	Hand Blenders		
37	1	Robot Coupe	R10	Bench Mixer Processor		
38	1	Italyebars	ML1577	24" Vibratory Sieve	1476923	
39	1	Magnus & Genius Technologies	3.5Bar x 1450 Deg C	Chemical Vapour Deposition Mobile Pilot Plant with Atovac Vacuum Gauge Controller MKS600 Furnace Pressure Controller May,Drive iS System Controller Kodviac 550K Vacuum Pumping Set		2017
40	1	Netzsch	Omega 60	Stainless Steel Pressurised Filtration Homogeniser System		2014

41	1	Juangsuo Lianshun (China)	ZLYJ112 Series I	Single barrel 1 metre throat Horizontal Plastic Extrusion Line with 2 x 2.5m Spool Chilling bath troughs 1 x Mercury Tech Laser Guage 1 Lantech Tensioner 1 x Lantech spool accumulator 1 x Lantech reel off unit with splicer	1506038	2016
42	1	Lianyuan (China)	HLDZ-400	Vacuum Packing Table	1	2015
43	1	Noone Engineering Limited	300HL	Stainless Steel Pressurised dispersion Mixing System	32301	2002
44	1	Freddy	Superminor 78 ST/ST	Industrial Sump Emptier	220215/8975	2022
45	1	Hydrovane	HV04	Receiver Mounted Air compressor	504-020452	2024
46	1	Neilsen	CT5643	220 Litre Sand Blast Cabinet	24138	2024
47	1	Iso Cool Euro Chiller	GC EVOC58	Single Fan Chiller Unit	151021202103780000	2021
48	1	Doosan	B20T-7E	Ride On Electric forklift Truck with triplex mast	FBA11-2410-01-043	2016
49	2			24" Vibratory Sieves (Palletized)		
50	1	Bruker	D2	Phaser Benchtop XRD Diffractometer Lab (Palletised)	206706	2012
51	1	Fisher Scientific		Ultrasonic Cleaning Bath		
52	2			Slotted Steel 3tier Parts Racks		
53	2	Eurolifter		Pallet Trucks		
54	1			IBC Lifter		
55	1	Coldca Engineering	Gala Gar Box 1	Graphene Vertical Ball Mixer/ Pulveriser Plant with Vibratory Hopper Loader Stainless Steel Pulveriser jacket with paddle mixer Cemar 108kw Drive Motor 1775rpm RSJ Subframe Mount		
56	1	Coldca Engineering	Gala Gar Box 2	Graphene Vertical Ball Mixer/ Pulveriser Plant (Incomplete) Vibratory Hopper Loader RSJ Subframe Mount		
57	1	Coldca Engineering	Gala Gar Box 3	Graphene Vertical Ball Mixer/ Pulveriser Plant with Vibratory Hopper Loader Stainless Steel Pulveriser jacket with paddle mixer (Not installed) Cemar 108kw Drive Motor 1775rpm		
58	1	Coldca Engineering	Gala Gar Box 4	Graphene Vertical Ball Mixer/ Pulveriser Plant with Vibratory Hopper Loader Stainless Steel Pulveriser jacket with paddle mixer 2 Cemar 108kw Drive Motor 1775rpm (Not Installed , on a pallet) 2 Stainless Steel Pulveriser jacket with paddle mixer RSJ Subframe Mount		
59	1	Garla Gar Ganomat	Control	4 Plant Stainless steel control console		

60	1	Powder Systems Limited	4bar x 375litre x 1220kg	Powder Pressure filtration System (Not In Use)	M03-0457	1990
61	1	Contact	500	500kg Man Up Cage Forklift Attachment		
62	1	TMS Europe	DHG9240A	Environmental Test Chamber (Not In Use)	DHG210202	
63	1	Lauda	T4600	Chiller Unit (Not In Use)		
64	1			Shrink-wrapped Vertical Air Receiver & Air Compressor (Not In Use)		
65	1	Optimum	Opti B28H	Pillar Drill	1914070191	2007
66	1	Controls Group	TAC Advanced D1429D	Climatic Test Cabinet	154	2024
67	1	Controls Group	65.LO512	Programmable Sample Mortar Paddle Mixer	24009785	2024
68	2	IBC	Sample	Hydrostaic Curing Baths with Acon Technologies Temperature controllers		2007
69	1	Cuccolini		24" Vibratory Sieve (Palletized)		
70	6	Coldca Engineering		Decommissioned control Boxes for Box 1 to 4 Cells		
71	1	AirSip	HP3 LT100	2.2kw Receiver Mounted Air Compressor		2017
72	1	Controls Group	CH-3-1.5KN / CH-2 300KN	Twin Station sample press with Automax Ultimate RIP Server	24009948	2024
72	1	Controls Group	C56ZOO	300KN Sample Press	24009947	2024
74	2	Kern		Analytical Balance Scales		
75	2	Rhino	R7	348mm x1.1kw Space Heaters		
76	1	Google	Pixelbook	Tablet PC		
77	1	IKA		Magnetic Stirrer		
77	1	Retsch	RM200	Mortar Grinder	1212124229	2013
78	1	EA	PS9200-5	Power Supply with Micron Epsilon Thermo Image Camera		2015
79	1	Netsch	TG209F1	Leading Thermal Analysis Machine with Julabo F32 Chiller and vacuum Pumping Set		
80	1	Nikon	H550L Amscope	Binocular Microscope with CCD Head & HP RIP PC		
81	1	Nikon	LV100ND	Binocular Microscope with CCD Head & HP RIP PC	203605	
82	1	Astec	Monair 1000	Laminar Flow Cabinet	201103MN447	2011
83	1	Vevor	NS101-M	Print Down Frame		
84	1	Nahita Blue	Medibas Plus	Low Speed bench centrifuge		
85	1	Horiba	Xplora Plus	Raman Microscope with Tango CPU RIP	1187	2017
100	1	Hewlett Packard	T610	Inkjet Plotter	MY77S1C04X	

101	1	Unknown		Floor Scrubber	
102	1	Pharma Systems		Trolley Mounted Stainless Steel Mixing Vessel With Vacuum Pump	VMP/A3/0084
103	1	Pharma Systems		Trolley Mounted Stainless Steel Mixing Vessel With Vacuum Pump	
104	1	Unknown		Twin Polypropylene Tank Decant Vessel	
105	1			Bench and Contents	
106	1			Bench and Contents	
108	1	AE Adam	CPW Plus- 200	Electronic Balance Scale & Weighing Platform	
109	1	Versarien		Electrically Heated Drying Cupboard	
110	3			Steel Cupboards	
111	3			Steel Cupboards	
112	3			Steel Cupboards	
113	1			Steel Bench and Contents	
114	1			Steel Bench	
115	1			Steel Bench	
116	1			Hazardous Chemicals Storage Cupboard	
117	1			Hazardous Chemicals Storage Cupboard	
118	1			Hazardous Chemicals Storage Cupboard	
119	1			Battery Electric Jig Saw	
120	2			Battery Electric Pistol Drill	
121	1	Inco		Battery Electric Nut Runner	
122	1	Draper		240 Volt Heat Gun	
123	1			Stainless Steel Bench	
124	1			Stainless Steel Bench	
125	1			Purpose Built IBD Storage and Tipping Platform	
126	1			Steel Cupboard	
127	1			Steel Cupboard	
128	1			Steel Cupboard	
129	3			Steel Cupboards	

130	1	Thermo Scientific		Sparkfree Laboratory Freezer		
131	1			Purpose Built Electric Drying Cupboard		
132	1	Exakt	80E	Bench Top Three Mill Roll	786	2016
133	1			Bench		
134	1			Bench		
135	1			Trolley Based Banding Kit		
136	3			2000Kg Hydraulic Pallet Truck		
137	1			Trolley Based Scissor Lift Table		
138	1	Evolution		240 Volt Brick Saw		
139	1	Evolution		240 Volt Cutoff Saw		
140	1			Miscellaneous Tools		
141	1			240 Volt Circular Saw		
142	1	Sealey	BG200XL	8" Double Ended Bench Grinder		
143	1	Cosmo	Arc 101	Portable Stick Welder		
144	1			240 Volt Man Fan & Paddle Mixer		
145	1	Belle		240 Volt Portable Cement Mixer		
146	1	Dewalt		240 Volt Cut Off Saw		
147	1			Castor Mounted Girder A Frame With Chain Hoist		
148	1			Castor Mounted Girder A Frame With Chain Hoist		
149	1			Forklift Truck Tyne Extensions		
150	1			6 Tread Aircraft Ladder		
151	Qty			110 Volt Site Lights		
152	3			Various Wheel Barrows		
153	1	Werner		Trestle		
154	Qty			Galvanized Steel Pedestrian Control Barries		
155	2			Trolley Trucks		
156	Qty			Tool Box and Contents		
157	1	Rhino	R7	348mm x1.1kw Space Heater		
158	1			Trolley Based Banding Kit		

159	1	Karcher		Pressure Washer & Accessories		
160	1			Aluminium 7 Tread Step Ladder		
161	Qty			Personal Protection Equipment		
162	Qty			Safety Shoes		
163	Qty			Storage Bags		
164	Qty			Personal Effects Lockers		
165	Qty			Quantity of Sabic HDPE 5823 +1% Graphene Granules		
166	1	Microfluids	M-110P	Bench Top Laboratory Homogeniser		
167	2			Steel Cupboard		
168	Qty			Boltless Pallet Racking		

Versarien Stock List

Group	Item No.	Item Description	Last Calculated Price	Quantity
Raw material	10001	Graphite - KFL99.5	26.5	439.2
Raw material	10002	Ionic Liquid - IL0013	291.3	382
Raw material	10003	Isopropyl alcohol	2.75	800.001
Raw material	10004	Deionised water	0.24	6,145.17
Raw material	10006	Boron Nitride Powder	230.28	3.493
Raw material	10007	Graphite - RANCO 9904 EP 1005	0	449.8
Raw material	10012	Primaset LEcy resin	0	0.329
Raw material	10013	Garmor EOGO graphene	112	1.004
Raw material	10014	5L Black Plastic Bucket Body Un Liquids	2.35	36
Raw material	10015	Black Lid For 5L Un Liquids C/W Spout	2.48	37
Raw material	10016	10L Black Plastic Bucket Body Un Liquids	3.57	50
Raw material	10017	Black Lid For 10L & 20L Un Liquids C/W Spout	3.8	50
Raw material	10019	Octopus 1L wide neck bottles	5.39	21
Raw material	10020	Sodium cholate hydrate	0	0.001
Raw material	10021	CSA cement	0.69	1,000
Raw material	10023	HoneySurf LF	0.01	2
Raw material	10101	Graphite TIMREX KS-25	9	269.496
Raw material	10102	SDC powder (anionic surfactant)	765	10.798
Raw material	10103	CMC powder Mw=700K	162	2.12
Raw material	10104	P80 liquid (non-ionic surfactant)	13.95	73.705
Raw material	10106	Polymer	3.92	62.247
Raw material	10107	Thickener	8.15	69.9
Raw material	10108	Crosslinker	7.44	28.32
Raw material	10110	Urea 98+%	67.81	70
Raw material	10111	MoS2 powder	518	0.1
Raw material	10112	Pigment Red	5.08	14.775
Raw material	10113	Pigment Blue	6.22	14.645
Raw material	10114	Pigment Yellow	0	0.1
Raw material	10131	MasterMatrix 233	2.56	169.16
Raw material	10132	BIMT-GNP-7.5	0	7.14
Raw material	10134	GrapheneAll graphene oxide powder	833.34	4
Raw material	10200	3dcp mortar	0.56	19,500
Raw material	10201	3dcp retarder	5.17	56.6
Raw material	10202	Graphene Oxide dispersion (concentration variable)	10	3.47

WIP	80001	Milled graphite gel	143.74	215.59
WIP	80100	Milled Boron Nitride Gel (3M)	225	7.82
Finished goods	90005	Nanene-002 (bulk)	348.16	164.822
Finished goods	90006	Nanene-001 (bulk)	451.29	9.391
Finished goods	90010	Hexotene-001	15	12.827
Finished goods	90100	GraphInk-101	1.12	1
Finished goods	90107	Graphink-1021	7.07	36.86
Finished goods	90107-1kg-EN	Graphink-1021, 1kg, English	12.26	1
Finished goods	90111	Ink 2	9.69	5.101
Finished goods	90112	Graphink-1031	1.33	345.5
Finished goods	90113	Ink 2	9.69	26.5
Finished goods	90115	Graphink-103	2.33	3,114.41
Finished goods	90115-5kg-PT	Graphink-103, 5kg, Portuguese	0	4
Finished goods	90116	Ink 2	14.38	26.5
Finished goods	90117	Ink 2	3.3	169.129
Finished goods	90118	Graphink-102	4.95	108.34
Finished goods	90120	Ink 2	1.26	38.458
Finished goods	90121	Ink 2 20%w/w concentration binder free (non-ionic) 70x cycles	2.27	13
Finished goods	90122	Graphink-203	5.56	0.556
Finished goods	90123	Graphink-Formulation-HBN (3M material - DO NOT USE)	3.3	19.88
Finished goods	90124	Graphink-HBN (anionic)	53.94	2.938
Finished goods	90126	DF-2006 HBN based textile coating NATURAL	3.35	17.5
Finished goods	90128	Ink 2	3.3	4.77
Finished goods	90130	DF-3003 MoS2 IPA/DI water	2.34	3.5
Finished goods	90131	DF-2003 HBN based textile coating RED	4.05	15
Finished goods	90132	DF-2004 HBN based textile coating BLUE	4.07	20
Finished goods	90133	DF-2005 HBN based textile coating YELLOW	0	5
Finished goods	90145	DF-1007	31.49	19
Finished goods	90165	Cementene-PCE-101	3.73	13
Finished goods	90165-1kg-EN	Cementene-PCE-101, 1kg, English	0	1
Finished goods	90167-1600mm-EN	B002-1600 Blaisdon, 1600mm, English	0	1
Finished goods	90177	Graphink-DF-1014	1.93	6
Finished goods	90178	Nanene-004 (bulk)	0	4.86

Finished goods	90181	MWCNT-001 highly purified (bulk)	0	48
Finished goods	90182	Graphink-DF-1015	2.39	3.5
Finished goods	90183	Graphink-DF-1016	2.29	3.5
Finished goods	90184	Graphink-DF-1017	2.17	2.5
Finished goods	90185	0035 - 3DCP Stool	39.35	4
Finished goods	90186	Graphink-DF-1018	1.11	4.8
Finished goods	90188	Graphink-DF-1020	0.47	5
Finished goods	90189-1800mmx600mmx450mm-EN	PR0002-1800mm x 600mm x 450mm Blaisdon Planter	219.82	1
Finished goods	90303	Polygrene-3005	15.62	6
Finished goods	90500	Versarien Flux AdaptMid - Black, UK Men's 4 / UK Women's 5	63.19	1
Finished goods	90501	Versarien Flux AdaptMid - Black, UK Men's 5 / UK Women's 6	63.19	6
Finished goods	90502	Versarien Flux AdaptMid - Black, UK Men's 6 / UK Women's 7	63.19	15
Finished goods	90503	Versarien Flux AdaptMid - Black, UK Men's 7 / UK Women's 8	63.19	19
Finished goods	90504	Versarien Flux AdaptMid - Black, UK Men's 8 / UK Women's 9	63.19	42
Finished goods	90505	Versarien Flux AdaptMid - Black, UK Men's 9 / UK Women's 10	63.19	65
Finished goods	90506	Versarien Flux AdaptMid - Black, UK Men's 10 / UK Women's 11	63.19	83
Finished goods	90507	Versarien Flux AdaptMid - Black, UK Men's 11 / UK Women's 12	63.19	72
Finished goods	90509	Versarien Flux AdaptMid - Black, UK Men's 3 / UK Women's 4	63.19	3
Finished goods	90510	Versarien Flux AdaptMid - Black, UK Men's 12 / UK Women's 13	63.19	27
Finished goods	90511	Versarien Flux AdaptMid - Black, UK Men's 13 / UK Women's 14	63.19	5
Finished goods	90700	Pro Training Elite Baselayer Gunmetal / Malibu Blue	6.21	8
Finished goods	90702	Pro Training Elite Ls Running Top Malibu Blue / Bering Sea	7.81	8

Finished goods	90703	Pro Training Elite Running Tight Gunmetal	10.57	30
Finished goods	90705	Versarien Short Sleeve Base layer, Size = Small	13.35	68
Finished goods	90706	Versarien Short Sleeve Base layer, Size = Medium	13.35	76
Finished goods	90707	Versarien Short Sleeve Base layer, Size = Large	13.35	100
Finished goods	90708	Versarien Short Sleeve Base layer, Size = X-Large	13.35	52
Finished goods	90709	Versarien Short Sleeve Base layer, Size = 2XL	13.35	31
Finished goods	90710	Versarien Short Sleeve Base layer, Size = 3XL	13.35	49

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 Ground Floor, 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.

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.

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 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 of the 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
- Bills of Lading / fully completed CMR documents must specify the goods with reference to lot numbers and description, and/or the purchase
- 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.