

On Behalf of the Liquidators Following the Company's Recent Closure

SHORT NOTICE PRIVATE TREATY SALE CATALOGUE

Morgan Contract Furniture Limited (in Liquidation)

Large Quantity of Sample and Ex-Display Morgan Furniture Stock

(Stock List Attached and Photos Available Upon Request)

Available to Purchase For Removal as a Whole or in Lots

Viewings strictly by appointment only.

Contact: Alfie Turner 07720 160373

Offers plus 10% Buyer's Premium and VAT to be submitted

to aturner@hilcoglobaladvisors.co.uk and

tsalter@hilcoglobaladvisors.co.uk

no later than 12:00noon Thursday 30th October 2025

Removal Deadline:

4.00pm Friday 7th November 2025

Strictly by prior appointment only

Location:

Emsworth, Hampshire

Morgan Contract Furniture Limited
Sample Stock

Location	Item No.	Qty.	Asset #	Manufacturer	Design	Colour	Model	Description	
Annex	1	1		882	Morgan	Owned	Rust	Kyoto	Bench
	2	1		461	Morgan	Owned	Light Blue	Lima	Bench (Discontinued)
	3	1	480 10L2, 380 20L2		Morgan	Owned	Mustard	Verona	Chair and Stool
	5	1		137	Morgan	Owned	Cream	Metro	Sofa
	6	1		141	Morgan	Owned	Mustard/Velvet	Pimlico	Chair
	7	1	851A		Morgan	Owned	Petrol Blue	Paris	Chair
	8	2	K3		Morgan	Owned	Beige and Blue	Kyoto	2 Piece Bench Sets
	9	1	173A		Morgan	Owned	Teal	Goodwood	Chair
	10	1		461	Morgan	Owned	Light Blue	Lima	Bench (Discontinued)
	11	1		138	Morgan	Owned	Grey	Metro	Chair
	12	1		148	Morgan	Owned	Grey	Pimlico	Sofa
	13	1	585S		Morgan	Owned	Yellow	Modena	Chair
	14	2	MN41-2R1		Morgan	Owned	Grey	Manhattan	Sofa
	15	1	MN2LEP		Morgan	Owned	Grey	Manhattan	Sofa
	16	1	573R		Morgan	Owned	Cream	Valencia	Sofa
	17	1		439	Morgan	Owned	Grey Check	Lucca	Stool
	18	1	364R		Morgan	Owned	Geometric Grey/Blue	Ribb	Chaise Lounge
	19	1		363	Morgan	Owned	Silver	Ribb	Sofa
	20	1		173	Morgan	Owned	Silver	Goodwood	Chair
	21	1		147	Morgan	Owned	Cream	Pimlico	Sofa
	22	1	170AC		Morgan	Owned	Silver	Goodwood	Chair
	23	1		333	Morgan	Owned	Pink	Miami	Sofa
	24	1		366	Morgan	Owned	Grey	Ribb	Sofa
	26	1	342U		Morgan	Owned	Pink	Porto	Chair
	27	1		382	Morgan	Owned	Grey	Verona	Sofa
	28	1		146	Morgan	Owned	Blue	Pimlico	Sofa
	29	1	MN2L, MN1L, MN1, MN520F4		Morgan	Owned	Red	Manhattan	Sofa
	30	1	MN48		Morgan	Owned	Grey	Manhattan	Sofa
	32	1		541	Morgan	Owned	Yellow	Brompton	Chair
	33	1	740T		Morgan	Owned	Cream	Lucca	Chair
	34	1	630T		Morgan	Owned	Grey Patterned	Siena	Chair
	35	1		755	Morgan	Owned	Charcoal	Seville	Chair
	36	1		582	Morgan	Owned	Grey Check	Modena	Sofa
	37	1	1601EP		Morgan	Owned	White	Ribb	Table
	39	2		1840	Morgan	Owned	Oak	Lucca	Table
	40	1	1813B2PW		Morgan	Owned	Black and Walnut	City	Table
	41	1	1670G		Morgan	Owned	Black and Oak	Seville	Coffee Table (Discontinued)
	42	1	1761 MG		Morgan	Owned	Beech and Mirror	Verona	Table
	43	1	1651 G		Morgan	Owned	Walnut	Hampton	Table
	44	2	1653 G		Morgan	Owned	Yellow and Chrome	City	Table
	45	1	1620 EP		Morgan	Owned	White and Glass	Boston	Table
	47	1		1890	Morgan	Owned	Walnut	Siena	Table (Discontinued)
	48	1	1880P		Morgan	Owned	Dark Oak	Boston	Table
	49	1		1633	Morgan	Owned	Walnut	Soho	Coffee Table
	50	1		1620	Morgan	Owned	Black and Walnut	Boston	Coffee Table
	51	1	1813 PW		Morgan	Owned	Black and Oak	City	Table
	52	1		1890	Morgan	Owned	Oak	Siena	Table (Discontinued)
	53	1		1808	Morgan	Owned	Stainless Steel and Walnut	City	Table
	54	1	1653 CCEP		Morgan	Owned	Black and White	City	Table
	55	1	1653 SMG		Morgan	Owned	Chrome and Smoked Mirror	City	Table
	58	1	173A		Morgan	Owned	Blue	Goodwood	Chair
	59	1	573R		Morgan	Owned	Grey	Valencia	Chaise Lounge
	60	1	MN3TC		Morgan	Owned	Cream	Manhattan	Sofa
	61	1		381	Morgan	Owned	Charcoal	Verona	Chair
	62	1	721A		Morgan	Owned	Beige	Boston	Chair
	63	1	1654RP		Morgan	Owned	White	City	Table
	65	1	MN23R		Morgan	Owned	Mixed	Manhattan	Sofa
	66	1	K9		Morgan	Owned	Cream and Charcoal	Kyoto	3 Piece Set
	67	2		368	Morgan	Owned	Grey and Cream	Ribb	Chairs
	68	1		567	Morgan	Owned	Green and Mixed Pattern	Soho	2 Piece Set
	71	1		361	Morgan	Owned	Grey	Ribb	Chair
	72	1	MN1/2-HR1, MN15, MN41		Morgan	Owned	Beige	Manhattan	Sofa Unit
	75	2		811	Morgan	Owned	Brown Vinyl	Banquette	Sofa
	76	1	MN1-HR1		Morgan	Owned	Grey	Manhattan	Chair
	77	2		1808	Morgan	Owned	Brushed Aluminium	City	Tables (Base Only)
	78	1		5053	Morgan	Owned	Cream Vinyl	Pastille	Chair
	79	1	203A		Morgan	Owned	Cream Velvet	Alantic	Chair
	80	1		721	Morgan	Owned	Red	Boston	Chair
	81	1		723	Morgan	Owned	Beige	Boston	Chair
	82	2		709	Morgan	Owned	Grey Mustard	Chevy	Chairs
	83	1		720	Morgan	Owned	Beige	Boston	Chair
	84	1		710	Morgan	Owned	Green	Chevy	Chair
	85	1		531	Morgan	Owned	Cream and Grey	City	Chair
	86	1		532	Morgan	Owned	Cranberry	City	Chair

90	1	171U		Morgan	Owned	Mustard	Goodwood	Chair
92	1	554T		Morgan	Owned	Blue	Hampton	Chair
93	2	870A		Morgan	Owned	Pink and Orange	Havana	Chair
95	1		783	Morgan	Owned	Mustard	Kaya	Chair
96	1	437T		Morgan	Owned	Green	Lucca	Barstool
98	1	MN1		Morgan	Owned	Grey	Manhattan	Chair
103	1		313	Morgan	Owned	Charcoal	Rotunda	Chair
105	1		432	Morgan	Owned	Charcoal	Miami	Stool
106	1		581	Morgan	Owned	Black and White	Modena	Chair
107	1		487	Morgan	Owned	Teal	Opera	Stool
108	1	580T		Morgan	Owned	Grey	Modena	Chair
109	1	168A		Morgan	Owned	Beige	Opera	Chair
110	1	168AU		Morgan	Owned	Cream	Opera	Chair
111	1	121ST		Morgan	Owned	Beige	Oslo	Chair
112	1		121	Morgan	Owned	Grey	Oslo	Chair
113	1	121A		Morgan	Owned	Mustard	Oslo	Chair
114	1	851A		Morgan	Owned	Grey	Paris	Chair
115	1		851	Morgan	Owned	Yellow	Paris	Chair
116	1		5040	Morgan	Owned	Beige	Pastille	Chair
117	1	5044S		Morgan	Owned	grey	Pastille	Barstool
118	1		5041	Morgan	Owned	Cream	Pastille	Chair
119	1		5051	Morgan	Owned	Black Leather	Pastille	Chair
120	1		5055	Morgan	Owned	Cream Leather	Pastille	Chair
121	1		5050	Morgan	Owned	Navy Blue Leather	Pastille	Chair
122	1		5053	Morgan	Owned	Charcoal	Pastille	Chair
123	1		5052	Morgan	Owned	Beige	Pastille	Chair
124	2		5046	Morgan	Owned	Charcoal and Cream	Pastille	Barstools
125	1		5044	Morgan	Owned	Blue	Pastille	Barstool
126	1		140	Morgan	Owned	Silver	Pimlico	Chair
126	1		140	Morgan	Owned	Black and White Fleck	Pimlico	Chair
127	1	442EP		Morgan	Owned	Green	Pimlico	Chair
128	1	240T		Morgan	Owned	Green	Porto	Chair
129	1	244U		Morgan	Owned	Green	Porto	Chair
130	1	241U		Morgan	Owned	Light Tan	Porto	Chair
131	2	240EP		Morgan	Owned	Grey	Porto	Chairs
132	1	242U		Morgan	Owned	Light Tan	Porto	Chair
133	1	244S		Morgan	Owned	Cream	Porto	Chair
134	1	243T		Morgan	Owned	Light Tan	Porto	Chair
135	1	240T		Morgan	Owned	Beige	Porto	Chair
136	1	241T		Morgan	Owned	Pink	Porto	Chair
137	1	342U		Morgan	Owned	Pink	Porto	Chair
138	1	244T		Morgan	Owned	Stone	Porto	Chair
139	1	242T		Morgan	Owned	Stone	Porto	Chair
140	1	422U		Morgan	Owned	Beige	Porto	barstool
141	1		367	Morgan	Owned	Mustard	Ribb	Footstool
142	1		752	Morgan	Owned	Blue	Seville	Chair
144	1		361	Morgan	Owned	Grey	Ribb	Chair
145	1		313	Morgan	Owned	Cream	Rotunda	Chair
146	2		315	Morgan	Owned	Cream and Charcoal	Rotunda	Chair
147	1		323	Morgan	Owned	Grey	Rotunda	Sofa
148	1	315L		Morgan	Owned	Grey	Rotunda	Chair
149	1		753	Morgan	Owned	Brown	Seville	chair
150	1		751	Morgan	Owned	Blue	Seville	chair
151	1	753A		Morgan	Owned	Beige	Seville	chair
152	1	755T		Morgan	Owned	Charcoal	Seville	chair
153	1	753ASQ		Morgan	Owned	Beige	Seville	chair
154	1		453	Morgan	Owned	Grey	Seville	Barstool
155	1		756	Morgan	Owned	Grey	Seville	Chair
156	5	243T		Morgan	Owned	Cream	Porto	Chairs
157	1	645T		Morgan	Owned	Beige	Siena	Chair
158	1	650T		Morgan	Owned	Blue	Siena	Chair
159	1	580T		Morgan	Owned	Grey	Modena	Chair
160	1	566T		Morgan	Owned	Charcoal	Soho	Bench
161	1	560T		Morgan	Owned	Blue	Soho	Chair
162	1		561	Morgan	Owned	Grey	Soho	Chair
164	1		381	Morgan	Owned	Grey	Verona	Chair
165	1	567L		Morgan	Owned	Cream	Soho	Sofa
166	1	567R		Morgan	Owned	Cream	Soho	Sofa
167	1		5052	Morgan	Owned	Cream	Pastille	Chair
168	1		475	Morgan	Owned	Blue	Seville	Footstool
172	1	580s		Morgan	Owned	Black and White Fleck	Modena	Chair
173	1	570R		Morgan	Owned	Cream	Valencia	Chair
174	1	570L		Morgan	Owned	Cream	Valencia	Chair
175	2		1620	Morgan	Owned	Grey and Oak	Boston	Coffe Table
176	1		1620	Morgan	Owned	Grey and Oak	Boston	Table
177	1	1621CRCC		Morgan	Owned	White	Boston	Table
178	1		1720	Morgan	Owned	Grey and Oak	Boston	Table
179	3		1881	Morgan	Owned	Oak	Boston	Table
180	2	1751G		Morgan	Owned	Beech and Walnut	Hampton	Table
181	2	1672G		Morgan	Owned	Beech and Walnut	Chevy	Table
182	1		1661	Morgan	Owned	Walnut	Verona	Table
183	1	242T		Morgan	Owned	Pink	Porto	Table
184	1	580S		Morgan	Owned	Cream	Modena	Chair

185	1	1650G		Morgan	Owned	Walnut	Hampton	Table
186	1		756	Morgan	Owned	Grey	Seville	Chair (Discontinued)
187	1		630	Morgan	Owned	Grey	Siena	Chair (Discontinued)
189	1		1891	Morgan	Owned	Beech	Siena	Table
190	1	1820/4		Morgan	Owned	Dark Oak	Boston	Table
191	1	MN1LEP		Morgan	Owned	Grey	Manhattan	Chair
192	1		140	Morgan	Owned	Blue	Pimlico	Chair
193	1	172U		Morgan	Owned	Pattern Green	Goodwood	Chair
194	1		5050	Morgan	Owned	Grey	Pastille	Chair
195	1	1653G		Morgan	Owned	Chrome and Glass	City	Table
196	1	1671T		Morgan	Owned	Beech	Chevy	Table
197	1		1610	Morgan	Owned	White and Walnut	Metro	Table
198	1	1741BR		Morgan	Owned	Walnut and Brass	Lucca	Table
199	1		1822	Morgan	Owned	Black and Oak	Oslo	Table
200	1	1621CR		Morgan	Owned	White	Boston	Table
201	1	1663st		Morgan	Owned	Dark Oak and Grey Marble	Verona	Table
202	1	1651G		Morgan	Owned	Dark Oak	Hampton	Table
203	1		1780	Morgan	Owned	Walnut	Verona	Table
204	1	1680G		Morgan	Owned	Walnut	Modena	Table
205	1		1780	Morgan	Owned	Dark Oak	Verona	Table
206	1		1892	Morgan	Owned	Stainless and Walnut	Siena	Table
207	1		1840	Morgan	Owned	Oak	Lucca	Table
208	1		1674	Morgan	Owned	Black Oak	Chevy	Table
210	1		1680	Morgan	Owned	Walnut	Modena	Table
211	1	1654T		Morgan	Owned	White Oak	City	Table
212	1	1671T		Morgan	Owned	Black Walnut	Chevy	Table
213	1	1640G		Morgan	Owned	Oak and Glass	Lucca	Table
214	1		1840	Morgan	Owned	Walnut	Lucca	Table
215	1		1780	Morgan	Owned	Dark Oak	Verona	Table
216	1	1620CR		Morgan	Owned	Oak	Boston	Table
217	1		1890	Morgan	Owned	Oak	Siena	Table
218	1		1633	Morgan	Owned	Walnut	Soho	Table
219	1		1733	Morgan	Owned	Walnut	Soho	Table
220	1	1633G		Morgan	Owned	Oak	Soho	Table
221	1	1662G		Morgan	Owned	Walnut	Verona	Table
222	1	1661G		Morgan	Owned	Walnut	Verona	Table
223	1	1663G		Morgan	Owned	Oak	Soho	Table
224	1	1651G		Morgan	Owned	Walnut	Hampton	Table
225	1	1633G		Morgan	Owned	Oak	Soho	Table
226	1		1661	Morgan	Owned	Walnut	Verona	Table
227	1		1890	Morgan	Owned	Walnut	Siena	Table
228	1	581R, 584, 583L		Morgan	Owned	Cream	Modena	Sofa
231	1	1633T		Morgan	Owned	Beech	Soho	Table
232	1	1620CR		Morgan	Owned	Oak	Boston	Table
233	2	1808TZ		Morgan	Owned	Black and Terrazzo	City	Table
234	1		1852	Morgan	Owned	Black Oak	Paris	Table
235	1	552T		Morgan	Owned	Rust	Hampton	Sofa
236	6	438T		Morgan	Owned	Blue	Lucca	Stool
237	4	438T		Morgan	Owned	Blue	Lucca	Stool
238	6	438T		Morgan	Owned	Green	Lucca	Stool
239	6	438T		Morgan	Owned	Green	Lucca	Stool
241	1	560S		Morgan	Owned	Blue	Soho	Chair
242	4			Black		Operator Chairs		
243	1		751	Red	Seville	Red	Seville	Chair
244	1		333	Morgan	Owned	Grey	Miami	Sofa
245	1	1675ST		Morgan	Owned	Walnut and Marble	Chevy	Coffee Table
246	1	1741EP		Morgan	Owned	Oak and Black Glass	Lucca	Console Table

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 Sale 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.