

**COTTRILL & ASSOCIATES LIMITED**

**TERMS AND CONDITIONS**

**INTERPRETATION**

“the Auction Premises”	the location at which lots/goods are either stored at or sold from, or, if applicable, where the auction is conducted.
“Buyers Premium”	the amount specified as a percentage of the lot price payable by a buyer as set out in the Special Conditions.
“the Seller”	the legal owner of the lots/good being sold or auctioned.
“Special Conditions”	means the specific conditions and notices provided by Us as applicable to individual lots as set out on the Website or in any written information provided by Us including but not limited to any bespoke relevant information, bidding period, special payment terms, applicable time limits.
“Total Sale Price”	means the agreed price in respect of the lots/goods sold plus any Value Added Tax, customs duties, the Buyer’s Premium and any additional charges, fees and expenses due.
“We/Us/Our”	Cottrill & Associates Limited trading as Cottrill & Co of 401-407 Tyburn Road, Erdington, Birmingham West Midlands B24 8HJ, England, or any other by Cottrill & Associated Limited appointed subject.
“Website/Site”	<a href="http://www.cottandco.com">www.cottandco.com</a> and any of its extensions
“You/Your”	The Purchaser/Bidder or any by the purchaser appointed subject.

## **GENERAL CONDITIONS**

1. The Terms and Conditions set out herein constitute an agreement between You, and Cottrill & Associates Ltd (applicable to any by Cottrill & Associates Ltd controlled subject in UK and/or EU) and set out the conditions upon which
  - (a) You may access through our Website, the services, information, products, and materials available through the Website,
  - (b) We conduct sales of goods by auction,
  - (c) We conduct sales by Tender,
  - (d) We conduct sales by private Treaty.
2. By accessing, viewing or using the services, information, products and materials available on or through the Website, You acknowledge that You understand and intend these Terms and Conditions to be the legal equivalent of a signed, written document and that You accept with no reserve such Terms and Conditions, its applicable law, and accept to be legally bound by them.
3. We reserve the right to amend these Terms and Condition at any time with no notice, as a whole or in any part, and We reserve the right to correct any clerical administrative or typographical errors made by Our employees at any time (such errors do not affect the substance nor the validity of our Terms and Conditions). Any such changes will appear on the Website. You are therefore required to review the Terms and Conditions posted on the Website periodically, provided the provisions of article 1 of the here listed general conditions.
4. We may change, adapt, add or remove features, auctions or services at Our sole discretion and without any liability whatsoever to You. We, our subsidiaries (and/or any by us controlled subject) will not be in any way responsible for any change in prices, lot reductions, duration of trials and any other change in connection with the methods of sale and/or payment.
5. These Terms and Conditions together with those set out in any Special Conditions are the only Terms and Conditions subject to which We as agent/seller will sell goods to a purchaser and all other conditions whether expressed or implied at common law or by statute as are capable of lawful exclusion are hereby excluded.
6. You are hereby permitted to make personal use of the Website and may view and print hard copies of the Website for your own use only. You are expressly prohibited from using the Website for any commercial use and You may not print, reproduce, download, copy,

republish, transmit, broadcast, display, modify or re-use any content of the Website otherwise than for your personal use.

7. We reserve the right at our absolute discretion, to suspend or terminate Your right to access the Website in the event that You have provided false or misleading information, interfered with other users or the administration of the Website, failed to provide deposits when required, failed to pay monies owed on or before their due date, or in any way breached or attempted to breach these Terms and Conditions. Furthermore, we reserve the right to terminate Your account and any right to access to our services (either through the website or any of our office) in all cases which, at our discretion, we deem to exclude you for inappropriate use of the platform or any other case for which we do not intend, at our sole discretion, to enter into any type of business relationship with You.
8. We give no warranties in respect of the Website. Without limiting the generality of the foregoing We do not warrant the Website or any software available on or downloaded from it will be free from viruses or defects, nor do We warrant that any material or information contained on the Website will be true, accurate or complete other than that which We are required by law to provide, which is given to the best of Our knowledge. Except to the extent otherwise provided in these Terms and Conditions any warranties which would otherwise be implied by law as to quality, fitness for purpose or as to skill and care are hereby excluded, because all goods are meant to be presented/sold with the formula “as is, where it is”. You therefore acknowledge and declare that by entering any relation with Us through our website and/or office (incl. any by Cottrill & Associates Ltd employee and/or consultant and/or appointed broker) You accept to purchase any by Us advertised/presented good without any warranty and with not withdrawal option. Nonetheless, the buyer accepts and declares that he will not use or resell any of the goods presented by us in conflict with the labour safety provisions and laws of the place (i.e. nation) of destination of the goods/machinery. The buyer acknowledges and declares that any machinery without the necessary authorizations or certificates required in the place of destination will not be used or resold unless after the necessary revisions and upgrades in reference to the safety regulations of the place (nation) of destination.
9. Neither Us nor Our employees (i.e. consultants and/or brokers) will be liable to You, whether for negligence, breach of contract, misrepresentation or otherwise, for any direct, indirect or consequential damage (including, without limitation, loss of profit, goodwill, business opportunity or anticipated savings), suffered by You as a result of any information, materials, software or services provided on or through the Website or downloaded from it, or Your inability to use the Website, or any error in the provision of the Website. Nothing in these Terms and Conditions or in any other terms and conditions governing the use of the Website

shall operate to exclude or restrict Our liability for death or personal injury resulting from Our or Our employees' negligence, or breach of their obligations arising from Section 12 of the Sale of Goods Act 1979 or from fraud.

10. Any information that is supplied by You to the Website whether of a personal or business nature will be treated as being supplied in confidence and for the sole purposes specified on our site or in these Terms and Conditions. We will collect and store information supplied for our own use and for purposes connected with the Website. We reserve the right to use such information to contact You from time to time in connection with Our business and with your interests or for marketing purposes. We confirm that we will not disclose information to third parties without your permission.

To comply with the Data Protection Act 1998 and The EU General Data Protection Regulation (GDPR) we adhere to strict security procedures. The personal information that we hold will be held securely to ensure no unauthorised disclosure or access. When you register for a user account with us you will be required to adhere to the security provisions set out in our terms and conditions.

We reserve the right to appoint an Internet (server or cloud) service provider to host our website on our behalf which may be situated outside the European Economic Area (the EEA).

By agreeing to our terms and conditions of use of our Website You consent to any transfer of your personal information outside the EEA. This may be necessary for us to achieve the purposes set out above.

11. Where there are other terms and conditions applying to particular areas of the Site and which relate to use of such areas, those terms and conditions, together with these Terms and Conditions, govern the use of the Site and of its associated information, products, materials and services.
12. Where We sell as agents for the Seller, we are not responsible for any default by the Seller.
13. Should any third-party claim possession of or title to all or any part of the lot(s)/goods prior to its removal from the Auction Premises We reserve the right to rescind the sale thereof or to permit the removal thereof from the Auction Premises subject to such conditions as We may see fit to impose.
14. We reserve the right not to accept any bid, or any tender and shall not be obliged to accept any or the highest offer tendered for any reason at our sole discretion.

15. In the event that the Total Sales Price is not received by Us in cleared funds by the date set out in the Special Conditions, We reserve the right to rescind the sale contract without any liability to You, and any deposit paid by You to Us is thereupon forfeited by You to Us and We will be entitled to resell the lot(s)/goods but shall not be liable to account to you in the event of a resale at a higher price than the price contracted to be paid by You.
16. Payment of any deposit or the Total Sales Price will only be accepted by us if made by direct bank transfer, direct debit, credit card, debit card or switch.
17. Payment of any deposit by You, or any sums on account of the Total Sales Price shall be non-refundable.
18. None of Our employees have any authority to make or give any representation or warranty in relation to the lot(s)/goods or to vary the Terms and Conditions of this Contract. Any variation to these Terms and Conditions will only be acceptable to us if agreed in writing signed by one of Our authorised officers.
19. We and the Seller hereby severally exclude liability for any accident or injury howsoever arising sustained by any person or persons who may come to the Auction Premises for any purposes whosoever save where such accident or injury is caused by our negligence or the negligence of the Seller. You acknowledge and declare that You, your personnel and any by you appointed person access at your own risk the auction premises or the premises where the goods are available for inspection. You accept to submit a valid insurance cover for accessing the a.m. premises and acknowledge that You, your personnel and any by you appointed person must wear the necessary PPEs when accessing for any reason the auction premises or the premises where the goods are available for inspection/collection. We may at any time deny the access for any reason at our own discretion. Neither We nor the Seller recommend any organisation or represent the competence of any other organisation representatives or advertising literature to be available or distributed at the Auction Premises.
20. Notwithstanding any of the foregoing provisions, where You are in relation to the Contract dealing as a consumer as defined in the Unfair Contract Terms Act 1977 (or any statutory modification or re-enactment thereof) any condition or stipulation which is void against You under any statute for the time being in force shall be deemed not to be included in this Contract and Your statutory rights against Us in relation to the lot(s)/goods shall remain unaffected.
21. Unless otherwise stated in these Terms and Conditions, time is of the essence.

## **DESCRIPTION AND INSPECTION**

22. It is Your responsibility to verify any information that You may obtain on the Website with independent authorities before acting on it, other than that information which we are required by law to provide, which is given to the best of Our knowledge. We cannot be held either way responsible for any information and/or its accuracy even though We make any effort at our utmost to ensure that any provided information comes from reliable sources.
23. We have used Our best endeavours to ensure that the descriptions of each lot(s)/goods appearing in Our catalogue or on the Website are accurate, but You should rely upon such descriptions at your own risk. You are advised to inspect any lot(s)/goods for which you intend to buy to verify the accuracy of the description contained in the catalogue or on Our Website. By registering on our site and/or participating in one of the sales events, you explicitly declare that You, your personnel and/or any by you appointed person have verified the accuracy of the information and You, your personnel and/or any by you appointed person (e.g. the freight forwarder, the driver, etc.) have inspected the goods/machines on site where they are available.
24. In the event that we ascertain that the description of any lot(s)/goods appearing in Our catalogue or on the Website is incorrect, or that any third party (other than the Seller) has a right to or title of any such item, we reserve the right to withdraw the lot/goods from any auction, or in the event that a third party makes a claim after the auction to rescind the sales contract and refund any monies received by Us from You. Our liability to You is limited to the repayment by Us of any monies You have paid to Us, and we will not be liable for any consequential or other losses or liabilities you may incur.
25. All statements by Us as to the description of the lot(s)/goods are statements of opinion only and are not to be taken as, or as implying statements or representations of fact. You should rely upon your own judgement as to all matters affecting the lot(s)/goods.
26. The lot(s)/goods are sold as they lie “as is, where is” with no warranty nor guaranty. No goods sold “as new”. You shall be deemed to have inspected and approved the lot(s)/goods. If You buy without prior inspection, You shall be deemed to have done so at your own risk and explicitly declare that You, your personnel or any by you appointed person have verified and fully accept the accuracy of the description and any other by Us provided information/opinion. Any statutory or other warranty, condition, description or representation expressed or implied as to the state, quality or fitness of the lot(s)/goods subject to this contract, is to the extent permitted by applicable law hereby expressly excluded.

## **PROPERTY AND RISK**

27. Upon confirmation being given by Us to You that your bid has been accepted, or on the acceptance of the Tender or on the entering by You into a contract of sale You shall assume all risk in and relating to such lot(s)/goods, whether the lot(s)/goods have been removed by You from the Auction Premises. We shall not be liable for any damage or loss you may suffer thereof prior to the lot(s)/goods being removed from the Auction Premises but after the passing of risk. Nonetheless, You declare that You or any by you appointed person/subject is insured against damages to third parties and properties when accessing the premises (for collection or at any time prior and after collection for any reason).
28. You are advised to effect in respect of all such risks arising thereafter any insurance You may consider necessary. Our duty and/or the duty of the Seller to deliver lot(s)/goods shall be deemed performed upon notification to You of the acceptance of Your bid or Tender or upon the entering into a contract of sale even if lot(s)/goods are subsequently damaged and/or parts thereof have been lost.
29. In the event of total loss and/or destruction of lot(s)/goods prior to delivery or collection, We may treat the contract (in relation only to such lot(s)/goods) as frustrated and return to You any money paid by You in relation thereto in full and final satisfaction of all claims by You in relation to the said lot(s)/goods.
30. Where the Purchaser is more than one person your duties, liabilities and obligations will be joint and several.
31. Property and title to the lot(s)/goods shall NOT pass to You until:-
- (a) We have received full payment of the Total Sale Price; and
  - (b) each lot/good has been removed from the Auction Premises in its entirety in compliance with the collection conditions present in the special conditions or on the site or agreed before (or after) the sale.

## **REMOVAL OF LOT(S)/GOODS**

32. You shall at your own expense disconnect, dismantle and remove the lot(s)/goods from the Auction Premises. Further you will be responsible for ensuring compliance with all regulations in force from time to time including the obtaining of any required Export Licence if it is Your intention to export the lot(s)/goods out of the UK and/or from the Country where the goods are located. You hereby agree to indemnify Us for any costs and/or damage we incur as a result of any breach by you of this clause 33.

33. Removal of the lot(s)/goods from the Auction Premises shall be at Your expense and shall be on a date or dates agreed with us or before the date set out in the Special Conditions. Further such removal shall be by previous arrangement and subject to the supervision by Us or by Our appointed representatives. Any collections that occur later than indicated dates will be subject to the application of penalties. The payment of the penalty, if by us demanded, must take place before (or at the same time) as the goods are collected. Penalties may vary from up to 1500Euro/1500GP per day. The day is meant any minute after midnight of the agreed (or indicated) date of collection and any subsequent.
34. Notwithstanding the provisions of clause 33, You will not be permitted to remove any lot(s)/goods from any premises until the Total Sale Price has been received by us in full in accordance with clause 16.
35. If in Our opinion removal of any lot(s)/goods or part thereof will be likely to cause serious damage to the Auction Premises or any other premises or any damage which You are either unable or unwilling to rectify We may by notice to You rescind the sale of such lot(s)/goods or part thereof (returning the purchase money to the bidder) or permit the removal thereof from the premises to proceed subject to such conditions as We may think fit You will be responsible for all damage that is caused by any carriers or agent to the premises or any third party in removing the lot(s)/goods You have purchased. Further should we consider such damage likely to occur We may require You to deposit a sum of money with Us by way of security for the cost of reinstating that part of the premises likely to be damaged by the removal of such lot(s)/goods as We shall from time to time determine. Should You refuse to deposit such monies We may refuse You access to the Auction Premises for the purpose of collecting all or any of the lot(s)/goods You have purchased or rescind the sale of such lot(s)/goods.
36. We require that You are responsible at your own cost for any disconnection of any lot(s)/goods from the main electricity supply, and that such disconnection shall be undertaken by a fully qualified electrician (any technician who has the necessary licenses to operate on the collection site country), at a point below the junction box.
37. Access for the purposes of removing the lot(s)/goods by You may not be available outside normal business hours.
38. You will be responsible for obtaining at your own expense all necessary labour and plant for the removal of the lot(s)/goods from the Auction Premises and for complying with all relevant Health and Safety regulation to the extent permitted by law following completion of the purchase of the lot(s)/goods, which for the avoidance of doubt includes the removal process. Where Our employees give assistance to You in connection with such removal such



assistance is given entirely at Your risk and cost. You're fully liable for your personnel and any by you appointed provider personnel.

39. You will be responsible for undertaking a full risk assessment before removing any lots/goods and will be required to comply with the relevant Construction Design and Management Regulations.
40. The Auctioneers require that in pursuit of safe working practice all equipment used for lifting and transportation should be covered by appropriate Risk Assessment & Method Statement, insurance, operator licenses, safety documentation set out in the applicable Health & Safety legislation at the time. Such documentation shall be produced to the Auctioneers and if the Buyer fails to produce such documentation on request for inspection the Auctioneers reserve the right to refuse to release the lot and/or rescind the. Equipment may only be used by operatives who have the valid and appropriate licences to use such equipment.
41. Appropriate Personal Protective Equipment (PPE) must be worn during these activities and due regard paid to safe material handling practices. You are responsible for complying with this clause and all regulations established in the country where the goods will be collected by You or any by you appointed person/subject.
42. If You fail for whatever reason (other than Our default) to remove lot(s)/goods from the Auction Premises on or before the date given in Special Conditions or otherwise agreed between us, we will be entitled to rescind the contract forthwith without incurring any liability whatsoever and on such rescission the following conditions apply:-
  - (a) any sums paid by You on account of the Total Sales Price will be forfeited to Us.
  - (b) We will be entitled to resell the lot(s)/goods but shall not be liable to account to you in the event of a resale at a higher price than the price contracted to be paid by You.
  - (c) You will be liable for any loss damage or expense suffered by Us as a result of the failure to remove the lot(s)goods from the Auction Premises by the date specified by Us (including costs incurred in removal and/or storage of the lot(s)/goods) or arising from the resale of the lot(s)/goods provided that any sums forfeited to Us under the foregoing provisions will be credited against such loss damage or expenses but so that if such loss damage or expense is less than the sums forfeited We shall be under no obligation to make any refund to the Purchaser of any such sums.

## **HEALTH & SAFETY AT WORK ACT**

43. At any time in relation to any item of plant machinery or equipment that is referred to on the Website, purchasers of any such plant machinery or equipment are hereby required to ensure that the use of any such plant machinery and equipment at a work place within the United Kingdom does not contravene the Health and Safety at Work Act 1974 or any other Act or Acts or Regulations thereunder governing the use of that plant machinery or equipment in a work environment and any such relevant Act or Regulation thereunder applicable thereto (i.e. In compliance with Directive 2006/42/CE which amends Directive 95/16/EC, previous and subsequent directives on safety at work, machinery and lifts, in particular REGULATION (EU) 2019/1020 and REGULATION (EU) 2023/1230).

43.1 We will supply all with the machinery available documentation. We are not liable for missing documentation (plans, designs, software, manuals, diagrams, etc.) and are not required to provide any additional services in connection with any missing documentation and associated with the manufacturer of the goods/machinery. It is your responsibility to verify the completeness and accuracy of the documentation. By agreeing to use our site or by purchasing one of the goods offered through Us (and/or our Site, agents, brokers, consultants), you explicitly declare that the documentation present with the goods/machines is sufficient for the purposes for which you are purchasing them.

43.2 The machines that We present through or on our site and/or that We sell are offered in the state in which they are found, without exceptions, and will not undergo any type of repair, upgrade, improvement or modification by Us. You acknowledge and declare that the machinery and goods that we offer and that you purchase have suitable and all necessary documentation and certification for the use you intend to make of them in the territory of final destination.

43.3 The bidder (the buyer) declares under his sole responsibility that he will not use or resell machinery that does lack the necessary certifications, authorizations and documents and/or in conflict with the workplace health and safety regulations of any territory. In case of purchase of any machinery that does not feature the certifications (and/or characteristics) necessary for its use in the destination territory (or which are in some way in conflict with the labour health and safety regulations of the territory), the buyer accepts and explicitly declares that the machinery will not be used or resold in the territory and that the purchase is for the purpose of scrap or revision and adaptation/upgrade to the regulations in force in the territory where the goods will be eventually utilised and/or resold.

- 43.4 The buyer declares not to use (or resell) any goods/machines in conflict with any regulations in force in the country of destination. We cannot be held responsible in any way for the sale by the bidder (buyer) or for the use by the buyer or his customers or his employees (or persons related to him) of any machinery purchased from us or through us or presented on or through our site.
- 43.5 We cannot be held responsible in any way for the resale by the buyer or for the use by the buyer or his customers or his employees (or persons related to him) of any machinery purchased from us or through us or presented on or through our site. If the machinery does not have the necessary certificates or authorizations for use (or resale) in any country, you acknowledge that we have made available to you before purchase all the necessary information for a full assessment and understanding of this subject and all the related documentation we are in possession. Furthermore, you acknowledge and accept that we have not concealed any useful information for assessing and understanding this topic and that we have made the machinery available to you for the necessary inspections and checks, especially referring to CE certificates and any other therein related certification/subject, in compliance with the regulations in force in the place of the auction and in the country of destination of the machinery. Therefore, you expressly indemnify us, our employees (consultants, brokers, etc.) and our subsidiaries for any improper use of the machinery, especially if it were to contravene the regulations in force in the place of destination. Furthermore, you explicitly declare that the machinery, if immediately before any upgrade intended for use, will be duly adapted to the health and safety regulations and that it will be used (by you, your employees, your customers or subjects related to you), only and exclusively in territories in which the machinery complies with the regulations for safe use.
- 43.6 The machinery presented on or through our site, if not provided with the necessary certificates for use in the UK or EU, is intended to be offered for the sole purpose of being scrapped and/or overhauled and upgraded. Likewise, we prohibit their use (and resale), and the buyer declares and accepts that We are relieved of any liability if they're used without the essential documents and characteristics for safe and healthy use, in compliance with the regulations in force in the UK and EU (labour and environmental health and safety, and any relevant regulations). It is the sole responsibility of the buyer (bidder) to adapt the machinery, make the necessary improvements, obtain the legal certifications, before using or reselling any machinery presented on or through our site.

43.7 You declare that, in case of purchasing machinery without the necessary CE certificates, the purpose of your purchase is to resell or use the machinery outside the EU territory. You accept that the purchase of any machinery (presented/sold on or through our website) without the appropriate CE certificates is for the sole purpose of scrapping or overhauling the machinery. You acknowledge that any machinery without the necessary CE certificates cannot be used or resold within the EU. You acknowledge and accept that prior to any use you are solely responsible for complying with (or obtaining) the necessary CE certification. Any behaviour in conflict with UK, Italian and/or EU regulations is your sole responsibility and is by you carried out in conflict with these Terms and Conditions, without us having been informed (either previously or subsequently) and without us being able to prevent your illegitimate behaviour. You explicitly accept to take over sole and full civil and criminal liability for any behaviour in conflict with the laws in force in the place of destination of the machinery.

#### **CONDITIONS RELATING TO ONLINE AUCTIONS**

44. We may at our absolute discretion or upon the instructions of a Seller do the following:
- (a) Alter or withdraw all or any lots referred to in the auction catalogue or on the Website up to the moment at which the hammer falls in relation to such lot(s)
  - (b) Where a reserve has been placed on a lot, withdraw that lot in the event that the highest bid price does not meet the reserve.
  - (c) Fix or change any reserve price for any lot(s).
  - (d) Refuse, without giving any reason, to accept bidding from any person.
45. Each lot shall be sold to the highest bidder, or to such other bidder at our entire discretion and in the event of any dispute arising between bidders such a dispute shall be dealt with in such a manner as We in our absolute discretion determine or put up the lot again at the last undisputed bid or withdraw the lot
46. Bidding shall be regulated by Us in such a manner as We may think fit and without prejudice to the generality of the foregoing the Seller may bid for any lot either personally or through Us or through any other person as many times as they respectively may think fit.
47. After you have been notified that your bid has been accepted, should You fail to comply with paragraphs 47 We reserve the right to offer for re-sale, destroy or otherwise dispose of the lots/goods allocated to you at Our absolute discretion and in any manner We deem fit and any monies paid hereunder by the bidder shall be forfeited to the Seller.

48. Without prejudice to any claim that We and /or a Seller may have against a buyer for breach of contract or otherwise the buyer will become liable from the time referred to in the Special Conditions for all the storage security and administration expenses and the cost of and incidental to re-selling and/or otherwise disposing of uncleared items.
49. We or any agent we have appointed can request the bidder or the bidder's representative to produce a copy of insurance certificates and documents, to include that they are fully qualified and insured for all third-party claims, personal injury and property damage. In this circumstance the bidder will not be permitted to remove or start any preparation for removal of any lot(s) it has purchased from the Sellers premises until all documents have been provided and approved.
50. The price at which the bidder purchases each lot will be EXCLUSIVE of VAT which will be payable in addition at the applicable rate. Where the You intend to export any Goods any refund of VAT will (subject to whatever regulations made from time to time may be in force) be available upon the production of You of such proof of the impending export as We may require.

#### **SALE/PURCHASE BY TENDER**

51. Tenders must be submitted in the form provided and be delivered to arrive at the offices specified in the Tender Form not later than the times and date specified in the Tender Form.
52. Tenders may be made for all the goods or for each separate lot(s) as shown in the catalogue or on the Website.
53. No Tender will be accepted by Us where it attempts to impose further conditions or make any qualifications whatsoever.
54. Tenders will be opened at the time and date specified in the Tender Form. The sender of the Tender accepted will be notified of such acceptance within 7-10 working days.
55. No tender may be withdrawn once submitted.
56. We may refuse to accept any tender and shall not be obliged to accept any or the highest offer tendered. We reserve the right to accept the whole or such part of any tender or tenders as we may think fit.
57. The Total Sale Price of the lot(s) must be paid to Us at our office or elsewhere as we may direct.

## **JURISDICTION**

58. These Terms and Conditions and any matter relating to them, and any sale made by Us (and/or any by Us controlled subsidiary) shall be governed by and construed in accordance with the laws of England and Wales and any disputes arising shall be subject to the exclusive jurisdiction of the English Courts.

## **THIRD PARTY RIGHTS**

59. A person who is not party to these Terms and Conditions shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

## **BUY IT NOW**

60. If the 'Buy It Now' option is applied to an auction, then it will only be available up to 24 hours before the end date and time of the auction. At this point the option will be removed or otherwise at the discretion of the auctioneer.

## **IMPORTING/EXPORTING TO/FROM THE UK**

61. From 1st February 2021, all our invoices will be on an Incoterms EXW (Ex Works) basis and an administrative charge of £55 plus VAT (per shipment) will be applicable on all exports requiring UK Customs Declarations. This charge will be automatically added to your invoice.

### **UK Strategic Export Control Legislation (1<sup>st</sup> April 2024)**

62. The purchaser shall be responsible for ensuring export compliance in accordance with OEM/UK Strategic Export Controls Legislation of 1<sup>st</sup> April 2024 for goods purchased at auction. The purchaser shall also be responsible for all associated costs in obtaining measurements/accuracy checks for export classification needed for an export application. An Export License Application Fee of £350 plus VAT shall be applicable for goods requiring an export license application.

<https://assets.publishing.service.gov.uk/media/660d281067958c001f365abe/uk-strategic-export-control-list.pdf>

Cottrill & Associates Ltd

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