

## IMPORTANT NOTICE TO BIDDERS

### SPECIAL CONDITIONS OF SALE RELATING TO THE ONLINE AUCTION AT Temsa is Makinalari Imalat Pazarlama Ve Satis AS, Turkey

#### **PLEASE NOTE THAT ALL LOTS ARE SOLD DELIVERED ISTANBUL PORT (DERINCE, GOLCUK, GEMLIK) AT THE COST OF THE SELLER**

1. These Special Conditions of sale should be read in conjunction with the General Conditions of Sale for Online Auctions posted at [www.cjmasset.com](http://www.cjmasset.com) and printed at the back of this catalogue.
2. VIEWING:
  - Tuesday, 12<sup>th</sup> February 2019 – Istanbul Area (by appointment)
  - Wednesday, 13<sup>th</sup> February 2019 – Ankara Area (by appointment)**Please contact the Auctioneer on +44(0)1724 334411 to make an appointment to view.**
3. N.B. The Auctioneers hereby specifically exclude liability for any accident or injury, howsoever arising, sustained by any person or persons who may attend at the premises for the purpose of the auction, inspection, purchase, collection or any other business. (CHILDREN UNDER THE AGE OF 16 ARE STRICTLY NOT ALLOWED ON THE AUCTION PREMISES).
4. SALE CLOSES: From **12 noon GMT (1500 local) on Thursday, 14<sup>th</sup> February 2019**. Please note that in the event of a bid being received within 10 minutes of the scheduled closing time, the bidding period on that lot will automatically extend by a further 10 minutes. IMPORTANT: WHEN BIDDING DO NOT FORGET TO REGULARLY REFRESH YOUR SCREEN TO ENSURE YOU ARE AWARE OF ALL CURRENT BIDS.
5. REGISTRATION: To register for this sale visit [www.cjmasset.com](http://www.cjmasset.com) and click on the 'View Full Catalogue' link, or visit [Bidspotter.co.uk](http://Bidspotter.co.uk) and click on the appropriate Eddisons CJM sale.
6. BUYERS PREMIUM: The successful bidder will pay 5% Buyers Premium in addition to the Hammer Price.
7. VALUE ADDED TAX (VAT)  
There will be no VAT charged on the Hammer Price unless the goods are purchased by Turkish Buyers, in which instance the rate is 8% on Excavators and 18% on everything else. Our Client will raise the invoice to any Turkish Buyers. There is no VAT payable on the Buyers Premium for any buyer.
8. VALUE ADDED TAX ON GOODS FOR EXPORT: **All Buyers outside Turkey will need to provide documented evidence of permanent export within 90 days.**
9. PAYMENT: Payment is required immediately upon receipt of invoice unless alternative arrangements have been made with the Auctioneers prior to the sale. We accept payments by Bank or Telegraphic Transfer our Clients Account details are as follows: - Account Name: Eddisons Commercial Ltd t/a Eddisons CJM Euro Clients Account, Barclays Plc, Account No 74989899, Sort Code 20-48-46. IBAN No: GB72BARC20484674989899. Important Notice - Money Laundering Regulations 2003 - Please note that in order to comply with the Money Laundering Regulations we are unable to accept cash payments in excess of €15,000.
10. TRANSFERS: Eddisons CJM will not recognise the sale of accounts (or parts of accounts) to third parties and we will only accept payment from and allow removal of items by the successful bidders themselves or their appointed agent.
11. PURCHASE OF GOODS THROUGH A FINANCE COMPANY: Please notify us well in advance of the sale if you are intending to purchase through a finance company. This is to ensure that the Finance Company is able to make payment in accordance with the General & Special Conditions of Sale.
12. REMOVAL OF LOTS AND BASIS OF SALE: All lots are sold 'Delivered Istanbul Port (Derince/Golcuk/Gemlik) by the Seller Free Of Charge. For further information and advice call **Eddisons CJM +44(0)1724 334411**.
13. FURTHER INFORMATION: Contact the Auctioneers at Eddisons CJM, The Eddisons CJM Auction Centre, Dunlop Way, Scunthorpe, DN16 3RN, United Kingdom, Telephone +44 (0) 1724 334411, e-mail [sales@eddisonscjm.com](mailto:sales@eddisonscjm.com)

## TERMS AND CONDITIONS

1. The conditions of sale and all other contents of any catalogue are subject to amendment by the Auctioneers by the posting of notices, by oral announcement made by the auctioneer prior to or during the sale, or by way of an agreement in writing signed by the parties concerned. In particular they are subject to amendment by the Special Conditions of Sale relating to a specific Online Auction and posted at the Website [www.bidspotter.co.uk](http://www.bidspotter.co.uk)
2. The Buyer shall pay 5 per cent Buyers Premium in addition to the hammer price and Value Added Tax (VAT) on the hammer price at the prevailing rate if applicable. The auctioneer, when acting as agent for the seller may also receive commission from the Seller.
3. All lots which term shall include all forms of personal property whatsoever and fitted or affixed to land - are offered for sale subject to these Conditions, no variation of which shall be valid unless made in writing and signed by a person duly authorised by the Auctioneer. In these Conditions "the Auctioneer" shall be Eddisons Commerical Ltd Trading As Eddisons CJM or their servant or agent, who has agreed to auction any lot. By making a bid for any lot, the person making the bid warrants that he has read, makes his bid upon and agrees to be bound by these Conditions, and further warrants that he has due authority and capacity to make the bid, and binds both himself and any employer or principal to honour any contract resulting therefrom. Any bid shall be deemed to be an offer by the Buyer (a term used herein as including the bidder and any principal or employer of the bidder) to purchase any lot offered for sale upon these Conditions as amended by the Special Conditions.
4. The Auctioneer offers any lot for sale as agent for and on behalf of the person from or through whom instructions for sale have been received (the Seller) and not on the Auctioneer's own behalf. The sale of any lot shall be concluded and binding at the moment when the sale closes. The highest bid will be accepted save in exceptional circumstances, such circumstances to be determined by the Auctioneer whose decision shall be unchallengeable.
5. The Auctioneer shall have the sole and exclusive right to determine all matters whatsoever concerning the conduct and/or effect of any auction sale or purported sale and without prejudice to the generality of the foregoing, he shall be entitled to resolve disputes between bidders, to reject any bid and to withdraw, divide or consolidate any lots. He will further be entitled to require proof of identity and/or of authority from any bidder.
6. Following closure of the Online Auction Sale the Auctioneer or our Client will invoice all successful Buyers for the full amount due including Buyers Premium and Value Added Tax (if applicable). Payment in full shall be deemed not to have occurred until any negotiable instrument has been honoured in full (or cash has been paid) such payment to be made within the time specified in the Special Conditions of Sale or in default of that specification, within 5 working days of receipt of the invoice. Time of payment shall be of the essence. The Buyer shall not be entitled to remove any lot from its position at the time of sale until the purchase price of that and any other lot purchased at the auction has been paid in full and in default of payment as aforesaid the Auctioneers shall have a lien upon all lots purchased by the Buyer during the same auction and shall be entitled to rescind the sale in respect of any lot or lots for which full payment is not made in due time, forfeit any deposit paid in respect of them, and resell the same without any right of compensation in the Buyer. The Auctioneer will also be entitled to charge interest upon any unpaid balance at the rate of 4 per cent above Base Rate from time to time and to charge for storage arising after the time for removal at the rate of €100 per lot per day until he elects to rescind the sale, if at all, which election he may make at any time after such non-payment.
7. The title to any lot shall remain with the Seller until the full sale price and any storage and interest charges have been paid to the Auctioneer, but the risk of damage to or loss of the lot by whatsoever cause and in whatsoever circumstances shall be transferred to the buyer at the moment when the lot is knocked down.
8. The Auctioneer warrants that he will only sell lots which he believes to be owned by the Seller or to which the Seller will be able to pass a good title but should it transpire that the Seller's title to any lot is defective or that the Seller cannot pass a good title to the Buyer, the Auctioneer shall be under no obligation to the Buyer other than to use his best reasonable endeavours (short of litigation), to procure the transfer of a good title to the Buyer and to assist the Buyer in exercising any remedies that he may have against the Seller.
9. All lots are sold Delivered Istanbul Port (Derince/Golcuk/Gemlik) by the Seller, Free Of Charge.
- 9i. The Auctioneer reserves the right to request that the Buyer pays a bond in respect of potential damage to the auction premises prior to commencing removal. (See also paragraph 12 below).
10. All conditions and warranties as to the condition, quality, description or fitness for any purpose whatsoever of any lot sold by the Auctioneer are hereby expressly excluded. All lots are sold "as is where is" and neither the Auctioneer nor the Seller will be bound by or liable for any representation of any kind whatsoever, whensoever or howsoever made. Neither the Auctioneer nor the Seller shall be liable for any loss or damage whether caused by negligence or otherwise of either or both of their servants or agents and without prejudice to the generality of the foregoing neither the Auctioneer nor the Seller shall be liable for any loss of profit, business or production or similar or other loss whether direct or indirect or consequential, however caused.
- 10i. **In the circumstances any potential Buyer should rely solely and exclusively upon his own inspection of any lot and should not treat statements made in sale particulars or, before and during the auction by the Seller or the Auctioneer either as representations or to be relied upon.**
11. Should a Buyer, by himself, his servants or agents cause damage in any way to the site of the auction or damage to or loss of any lot thereat, the Auctioneer shall be entitled to exercise a lien in respect of any and all lots purchased by the Buyer until such damage or loss has been paid for in full, whether or not the lots or any of them have been paid for in full, such loss and damage to be assessed by the Auctioneer whose decision shall be final and unchallengeable. The Auctioneer's assessed sum shall be paid by the Buyer upon receipt of invoice therefore and payment shall be made forthwith, time being of the essence.
12. If, before title to any lot has passed to the Buyer thereof, the Buyer, being an individual, dies, enters into a composition or arrangement for the benefit of his creditors or has a Receiving Order in Bankruptcy made against him or being a body corporate, has a Receiver or a Receiver and Manager appointed or goes into liquidation or enters into a composition or arrangement for the benefit of its creditors, then contract for the sale of such lots shall be automatically and without notice rescinded unless the Auctioneer elects otherwise within 2 working days of written notice of such an event. Upon rescission, any deposit paid by the Buyer shall be forfeit and the Auctioneer shall be entitled to exercise the rights set out in paragraph 6.
13. If a Buyer is permitted to take a possession of any lot before the full sale price has been paid, the Seller and/or Auctioneer shall be entitled to enter upon any premises of the Buyer or under his control in order to repossess such lot.
14. If, before title passes to the buyer under these Conditions, the buyer nevertheless purports to resell or otherwise dispose of the lot or any interest therein, the Buyer shall hold the proceeds of such a sale or other disposition upon trust for the Auctioneer and the

Seller jointly until title passes to the Buyer under these Conditions if at all, and in the meantime the buyer shall not deal with, charge or dispose of such proceeds except with the written consent of the Seller, or of the Auctioneer.

15. These Conditions shall be construed in accordance with and governed by Turkish Law. The Uniform Law on the International Sale of Goods shall not apply to this contract and the application of the United Nations Convention on Contracts for the International Sale of Goods of 11<sup>th</sup> April 1980 shall be excluded.