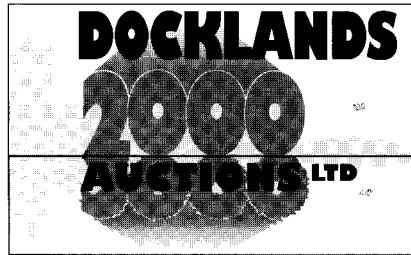


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1. DEFINITIONS

in these conditions:-

- (a) D.A.2000 shall mean Docklands 2000 Auctions Limited and any subsidiary or associated company conducting any auction for the time being with (and for the purposes of all indemnities in favour of D.A.2000 and otherwise where the context so requires only) any employee or Director of any such company.
- (b) "Vehicle" or "Vehicles" shall mean any car, lorry, van, caravan, trailer, motorcycle, tractor or other form of motorised transport.
- (c) "Vehicle Report" shall mean the written report prepared by engineers in relation to any Vehicle and made available to the Purchaser at the auction as referred to within Clauses B and 9 hereof.
- (d) "The Vendor" shall mean the person with ownership or purporting to have ownership to the Vehicle or his agent and who offers the same for sale by completing the prescribed Entry Form. A representation by a person that he has title to the Vehicle and the presentation to D.A.2000 of the relevant title documents and registration documents shall be conclusive evidence for the purposes of these conditions of his title to the Vehicle nothing herein or at general law shall place a requirement upon D.A.2000 to investigate matters further.
- (e) "The Vendor's Entry Form" or "the Entry Form" shall mean D.A.2000's prescribed entry form from time to time.
- (f) "The Purchaser" shall be the highest bidder whose bid is accepted by the fall of the hammer provided that the auctioneer may at his discretion refuse any bid from any person without any reasons.
- (g) The "Relevant Documents" means the registration book or documents or the official retention slip in form V311 and a valid D.O.E. test certificate and any other certificate or documents required by law and whether for proof of title, roadworthiness or otherwise.

2. AGREEMENT

- (i) In the event D.A.2000 in its discretion exercised pursuant to these conditions:
 - (a) accepts any Vehicle to auction such acceptance shall be subject to these conditions and the Vendor by submitting the Entry Form and Vehicle shall be deemed thereby to have accepted these conditions in all respects; and
 - (b) accepts a bid for any Vehicle such acceptance shall be subject to these conditions and every person in making a bid (including but without limitation the Purchaser) shall be deemed as a precondition thereof to have accepted these conditions in all respects.
- (ii) Without prejudice to any other provisions concerning D.A.2000 herein:
 - (a) in no circumstances shall D.A.2000 be liable in contract tort or otherwise for loss (whether direct or indirect) of profit business or anticipated savings or any indirect or consequential loss whatsoever.
 - (b) for the avoidance of doubt D.A.2000 has no obligation or liability in contract, tort, for breach of statutory duty or otherwise either to the Vendor or Purchaser beyond that of a duty to use reasonable endeavours to conduct auction sales to make known material facts which are set forth in writing upon the Vendor's Entry Form and otherwise as provided herein.
 - (c) D.A.2000 shall not be liable for any loss or damage whatsoever caused by the failure to perform or misperformance of any obligation under this contract if such failures are a result of any act of God, force majeure, insurrection or civil disorder, war or military operation, national or local emergency, acts or omissions of government, industrial disputes of any kind (whether or not involving D.A.2000's employees) fire, lightning, explosion, flood, subsidence, inclement weather acts or omissions of persons or bodies for whom D.A.2000 is not responsible or by any other cause whether similar or dissimilar outside D.A.2000's control.
 - (d) D.A.2000 does not exclude or restrict personal injury or death resulting from its own negligence D.A.2000 recognising that such exclusion or restriction is not permissible at general law.

3. BIDDING

- (i) A binding contract is created upon the fall of the hammer provided that the auctioneer does not exercise his discretion to refuse any bid as mentioned above. Without the consent of D.A.2000 the Vendor may not withdraw his authority to sell the Vehicle once the Vehicle has been accepted for auction pursuant to Clause 4 hereof. In event that D.A.2000 shall so consent that consent shall be deemed without further notification from D.A.2000 to be subject to payment to D.A.2000 of such ad hoc fee as shall be determined by D.A.2000 in its reasonable discretion reflecting lost commission inconvenience and work undertaken by D.A.2000 to the time of withdrawal of the Vehicle.
- (ii) In the event of any dispute D.A.2000 shall have absolute discretion to re-offer the lot.
- (iii) The Vendor shall have no right to bid for the Vehicle unless D.A.2000 is notified in writing of his intention to bid upon the submission of the Entry Form and if D.A.2000 is not so notified the Vendor's bid shall be invalid.
- (iv) Notwithstanding the reserve (if any) stated on the Vendor's Entry Form D.A.2000 may at its absolute discretion sell the Vehicle without reserve if the Vehicle is 10 or more years old or in any other circumstances where D.A.2000 reasonably see fit and the Vendor shall raise no objection to this provision.

4. ACCEPTANCE OF THE VEHICLES FOR AUCTION

- (i) The Vendor shall be under no duty (whether contract or tort) to indicate any material fact or deficiencies in any Vehicle which are indicated to D.A.2000 other than upon (or annexed to) the face of the Vendor's Entry Form the Purchaser acknowledging and accepting that:
 - (a) it is not in the normal course of trading for the Purchaser to maintain an effective and reliable system for retaining information in relation to Vehicles not appearing on the Vendor's Entry Form; and
 - (b) to have any duty in such regard would render the carrying on of business by D.A.2000 at the present commission levels wholly uneconomic such commission levels being determined on the basis that the aforesaid exclusion of responsibility and all other exclusions and indemnities herein (and in particular but without limitation those set forth in Clauses, 4, 7, 8 and 15 hereof) are fully effective at law.
- (ii) D.A.2000 shall not be liable for any damage to the Vehicle (or any consequential loss suffered as a result of such damage) whilst the Vehicle is on any premises owned, occupied or used by D.A.2000 or whilst in D.A.2000's custody it being the Vendor or the Purchaser's responsibility to insure in accordance with Clause 5 (iii) hereof.

5. PAYMENT AND CHARGES

- (i) Upon acceptance of his bid the Purchaser must provide immediately his name and address on the relevant acknowledgment form and payment of the full purchase price in cash or by banker's draft or with permission only of D.A.2000 a 10% cash deposit forthwith and within 48 hours of the Vehicle being knocked down the balance by banker's draft or cash. No payments in regard to the purchase price shall be returnable by D.A.2000 in any circumstances other than upon a rescission in accordance with Clause 9 (j) hereof.
- (ii) If full payment is not made forthwith (or the balance within 48 hours upon a deposit sale) or in the event that any cheque for the balance of the purchase monies (or any part thereof) is not met on first presentation THEN without prejudice to the Vendor's or D.A.2000 rights under the common law or any statutory provisions, D.A.2000 may at its discretion offer the Vehicle for auction at the next auction held or any subsequent auction or privately. The Purchaser shall not be entitled to remove the Vehicle until cleared funds at the accepted price for the Vehicle are in the hands of D.A.2000.
- (iii) The Vehicle shall be at the Vendor's sole risk until the fall of the hammer and thereafter shall be at the Purchaser's sole risk and the Vendor and the Purchaser shall make insurance arrangements accordingly.
- (iv) All purchase monies shall be paid to D.A.2000's cashier and any such monies shall be held for the Vendor subject to a first lien over the same for D.A.2000 charges and other fees. This condition shall also apply to any Vehicle sold by private treaty which for the purposes of these conditions shall be any sale made on the auction premises between any parties other than at the auction where the Vehicle is entered as a lot or any sale as a result of or from D.A.2000 supplying any information or introducing the parties provided (and for the avoidance of doubt) that in the case of a sale by private treaty D.A.2000 shall not be deemed to make any representation or warranties in respect of the Vehicle.

- (v) D.A.2000 shall be entitled to deduct from the purchase monies in its possession (or from the deposit if the Purchaser fails to provide the balance of the monies) any fees, commission and additional charges for services undertaken payable in respect of the Vehicle and any other expenses incurred pursuant to these conditions and further all the aforementioned charges shall be payable by the Vendor (or Purchaser where applicable) despite the rescission of the contract and these charges shall be payable each and every time the Vehicle is entered as a lot in any auction.
- (vi) A list of the current charging rates (applicable both to sales at auction and by private treaties in circumstances referred in subclause (iv) above) are available from D.A.2000 on request and thereby the Vendor and Purchaser shall be deemed to have notice of the same. Such rates may be adjusted at any time by D.A.2000 and the Vendor (but not retrospectively) and the Vendor and the Purchaser (as the case may be) must satisfy themselves satisfactorily prior to each auction (or private treaty sale as aforesaid) of the level of the same.
- (vii) D.A.2000 shall be entitled to retain the purchase monies for such period as it considers reasonable in all the circumstances but in any event not less than 72 hours from the conclusion of a sale.
- (viii) If upon any re-sale consequent on a default of the Purchaser any lower price is obtained for the Vehicle than obtained on first sale the difference in price shall be a debt due forthwith from the Purchaser.
- (ix) Every charge payable hereunder is exclusive of Value Added Tax which shall be paid by the Vendor or the Purchaser as the case may be in addition thereto.

6. THE PURCHASER

- (i) The Purchaser shall make a thorough inspection of the Vehicle prior to purchase and shall satisfy himself as to roadworthiness and legality of the Vehicle. If he shall not make such inspections he shall nevertheless be deemed to have done so. The Purchaser agrees and undertakes to D.A.2000 that he will not use the Vehicle in an unroadworthy condition or otherwise unlawfully until these or any other matters necessary to make the vehicle roadworthy and lawful have been rectified. The Purchaser undertakes to indemnify and keep indemnified D.A.2000 against any costs, claims or demands consequential or otherwise arising to D.A.2000 as a result of any breach of this provision and shall have no claim against D.A.2000 in relation to such state and condition.
- (ii) The Purchaser warrants that he will do nothing in breach of the provisions of the Auction (Bidding Agreement) Act 1969 or any relevant provision or enactment which replaces or supersedes this Act and any bid made in breach of this Act shall be void.

7. AGENCY

D.A.2000 acts in the sale of Vehicles as agents only and notwithstanding anything to the contrary and without prejudice to all other indemnity provisions for the benefit of D.A.2000 herein D.A.2000 shall not be responsible for any default either by the Purchaser or the Vendor. In particular (but without limitation) D.A.2000 shall not be liable to pay the Vendor until payment is received from the Purchaser and shall not be liable to the Purchaser in relation to any incorrect or omitted statement by D.A.2000 where such statement or omission was on the basis of information supplied on the Entry Form or was a result of a bona fides error by the person conducting the auction. In the event that the principal of D.A.2000 is not disclosed during the sale such principal shall nevertheless be deemed to have been disclosed for all purposes as the Purchaser acknowledges.

8. WARRANTIES AND REPRESENTATIONS

- (i) The Vendor warrants to D.A.2000 and the Purchaser that to the best of his knowledge and belief the Entry Form is accurate and complete, that he is the lawful owner of the vehicle, that the mileage reading, the engine and chassis number are all correct and have not been tampered with whether to deceive the Purchaser or otherwise and that all of the Relevant Documents are accurate and all material information has been set forth upon or annexed to the Vendor's Entry Form.
- (ii) The Vendor shall indemnify D.A.2000 and the Purchaser in all respects against any loss whatsoever arising as a result of D.A.2000's and/or the Purchaser's reliance upon the Vendor's warranties and/or upon any oral or written representation by or on behalf of the Vendor prior to the sale.
- (iii) Where a Vehicle Report has been supplied (and whether upon the request of the Purchaser or otherwise) the engineer supplying the same will be deemed to have exercised only reasonable care and skill in preparing the Vehicle Report and no responsibility whether vicarious or otherwise shall attach to the Vendor or D.A.2000 in relation thereto and they shall not be imputed with any expert knowledge information or skill in respect of the Vehicle.
- (iv) Save as to the express content of any Vehicle Report supplied on a sale (and subject as aforesaid) each Vehicle is sold on an "as viewed basis" and neither D.A.2000 nor the Vendor (and in the case of D.A.2000 without prejudice to Clause 2, 4 and 7 hereof) shall be deemed to give any warranties or representations in relation to the Vehicle and whether express or implied and whether as to compliance with description sample or that the Vehicle is of merchantable quality or fit for a particular purpose or any other condition or warranty whatsoever and nothing in these conditions shall imply a sale by description.
- (v) No verbal statement by the auctioneer other than that made in good faith to rectify an error in the Entry Form notified to him by D.A.2000 or the Vendor will be held to form part of the contract and in any event shall be subject to D.A.2000's rights hereunder.

9. RESCISSION

- (i) D.A.2000 will not entertain any application to rescind where a Vehicle is sold without a Vehicle Report and otherwise only on the grounds that any such Vehicle Report was erroneous in a material respect or that a misrepresentation was made by the Vendor in his Entry Form which substantially affected the value of the vehicle PROVIDED THAT notice in writing stating the grounds must be received either within one hour of the auction the Vehicle being delivered up at that time or within such extended period D.A.2000 concedes in writing at any time. The Vendor hereby irrevocably authorises D.A.2000 to consider in their discretion such application for rescission and to take such action as it thinks fit for and on behalf of the Vendor.
- (ii) The purchase monies in accordance with condition 5(ii) shall be payable notwithstanding any claim is submitted by the Purchaser for rescission and is under consideration by D.A.2000.
- (iii) In the event of any dispute D.A.2000's decision shall be final and binding upon the Purchaser and the Vendor.

10. COLLECTIONS AND DELIVERIES

- (i) D.A.2000 do not undertake collection or deliveries unless specifically agreed between the parties and only upon the payment or the applicable fee at the time of collection or delivery. The collection or delivery shall be at the risk of the Vendor in the former case and the Purchaser in the latter case.
- (ii) In the event that the Vehicle whether sold or unsold is not removed from the auction premises within three working days of the auction a parking fee shall be payable at the rate per day notified by D.A.2000 as applicable. The Vendor shall also be liable for the parking fee or any other fee payable in respect of storage for all Vehicle delivered to D.A.2000's premises without sufficient instructions in D.A.2000's opinion to enable the Vehicle to be presented to auction. If any of the above fees remain unpaid for a period of two months D.A.2000 having given notice at the last known address of the Vendor to that effect they may at their discretion sell without reserve or send the Vehicle to a public storage at the Vendor's expense pending the sale but subject to a lien for any charges incurred by D.A.2000.

11. COMMISSIONING

D.A.2000 accepts no responsibility in connection with commissioning their staff to bid for any lots. Commissions coming by telephone are accepted at the senders risk and must be confirmed in writing before the date of the auction. A lot may only be transferred with D.A.2000's express permission.

12. VARYING TERMS

D.A.2000 in its absolute discretion may from time to time vary or supplement these conditions of sale. A notice of the current conditions shall be displayed on the auction premises and any person shall thereby be deemed to have notice and accept the same. No variation shall be deemed effective unless so printed or authorised under the hand of a Director of D.A.2000.

13. ILLEGALITY

In the event that any of the conditions herein should be declared void or unenforceable the same shall at the election of D.A.2000 be severed whereupon these conditions shall continue to have full force and effect in all other respects.

14. THIRD PARTY LIABILITY

Every person on the auction premises before during or after the sale shall be deemed to be there at his own risk and with notice of the condition of the premises. Such persons shall have no claim against D.A.2000 in respect of any injury sustained or any accident which may occur from any cause whatsoever other than death or personal injury due to negligence.