



## Liquidation Tender Sale of Office Furniture and Equipment

**All Bids to be submitted by 12pm Thursday 7 March 2019**

*By Order of the Liquidator of OpenHydro Technology Limited (In Liquidation)*

**Address:** OpenHydro, Greenore, Co. Louth

**Viewing:** 10am - 2pm Wednesday 6 March

**Full sale details with photos are available at [www.E-Auctions.ie](http://www.E-Auctions.ie)**

### **IMPORTANT NOTICES TO PURCHASES**

#### **Tender Date**

**All Bids to be submitted to E-Auctions by 12pm Thursday 7 March 2019.** Bids must be presented on this Form of Tender and in Euros.

#### **Payment**

All Purchases must be paid in full before clearance, By **Wire Transfer or Bankers Draft Only, Made Payable to E-Auctions.**

#### **Vat / Fees**

The Purchaser will pay a buyer's premium of 15% on the Sale Price, plus 23% Value Added Tax on the sale price and buyer's premium. VAT may be waived to purchasers depending on information provided by purchasers. Please contact the Auctioneers for further details.

#### **Collection Dates**

The assets will need to be collected the week of 11 March – NO EXCEPTIONS. Specific collection dates will be arranged with the successful bidders.

The purchaser shall at its own expense remove the assets from the premises. Should Lots not be collected by these dates and no communication has been received or no Purchaser or Representative of the Purchaser has appeared at the Premises to remove his Lot / Lots, then The Conditions of Sale shall apply and these Lots shall be deemed abandoned.

# TERMS AND CONDITIONS OF SALE

This Sale is being conducted on behalf of the Liquidator of OpenHydro Technology Limited (In Liquidation). The Liquidator is not acting in his personal capacity but in his capacity as Liquidator of OpenHydro Technology Limited (In Liquidation) and as such no personal liability is hereby assumed by the liquidator under contract, tort or statute and is expressly excluded to the fullest extent permissible at law.

It is entirely the buyer's responsibility to ensure they have inspected the assets and agreed to the Terms and Conditions of this Sale. Any assets that have outstanding finance, sellers agree to remove such finance in due course once the assets have been paid in full by the purchaser. As this is a public tender sale, intending Bidders are encouraged to undertake a professional inspection of all Lots in respect of which they wish to Bid as no Buyer shall be deemed to have purchased as a consumer.

1. All lots - which term shall include all forms of personal property whatsoever and property fitted or affixed to land - are tendered 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 Agent. In these Conditions "the Agent" shall be the company or firm or person, or his or their servant or agent, who has agreed to sell any lot. By making a bid for any lot, the person making the 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 bind 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 tendered upon these Conditions alone.

2. The Goods are sold as they lie and with all faults. The Buyer shall be deemed to have inspected and approved the Goods and if he buys without previous inspection he shall be deemed to purchase with notice of all defects and to have done so at his own risk.

3. FORM OF TENDER. Tenders must be made in the form provided and be delivered to arrive at the offices specified in the Form of Tender no later than the time specified on the date specified in the Form of Tender. Neither Auctions nor the seller can be held accountable if any Tender Document fails to arrive at Auctions by the designated deadline, by whatever means the buyer sends in the document. It is solely the responsibility for the buyer to check with the Auctioneer that they have received the Tender Document in advance of the deadline. Tenders may be made for all the Goods or for any separate lot as shown in the catalogue. No Tenders shall impose further conditions or make any qualifications whatsoever. Tenders will be opened at 12pm on the date specified in the Form of Tender. The senders of the Tenders accepted will be notified of such acceptance by letter posted to them, fax, email or by phone at the address specified in the Form of Tender within seven days. No Tender may be withdrawn once submitted. The Vendor may refuse to accept any Tender and shall not be obliged to accept any or the highest offer tendered. The Vendor reserves the right to accept the whole or such part of any Tender or Tenders as it may think fit.

4. The total sale price, less any such sum, must be paid to the Agent at his office or elsewhere as he may direct. 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 sale notes. 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 has been paid in full and in default of payment as aforesaid the Agent shall have a lien upon all lots purchased by the Buyer 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 to the Buyer. The Agent shall also be entitled to charge interest upon any unpaid balance at the rate of 1 per cent above Base Rate from time to time and to charge for storage arising after the time for removal at the rate of 25 per cent per annum of the sale price until he elects to rescind the sale, if at all, which election he may make at any time after such non-payment.

5. 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 Agent, but the risk of damage to or loss of the lot by whatsoever cause and in whatsoever circumstances shall be transferred to the Buyer upon the sale.

6. The Agent 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 Agent 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.

7. The Buyer shall remove any lot for which he has paid in full plus other charges, if any, by the time for removal, which shall be either the time for payment or the time, stated in any sale notes of the Agent, whichever shall be the later. The Buyer shall be responsible for the removal of the articles and such removal must be carried out safely and lawfully. Flame cutting, the use of explosives or of any other potentially hazardous or inflammatory process shall not be permissible at the site without express written consent. The Buyer agrees to insure against and to indemnify the Agent and the Seller against any and all claims arising in respect of injury or damage to person or property whether real or personal, caused by or in connection with the acts or omissions of the Buyer, whether caused by himself, his servants or agents or his principals or employer.

8. If the Seller or his Agent reasonably consider damage is likely to occur in removing the Goods from the Premises the Vendor may require the Buyer to deposit such sum of money by way of security for the costs of reinstating the Premises as the Vendor in its absolute discretion may think fit. If the Buyer refuses to deposit such money the Vendor may refuse the Buyer access to the Premises for the purpose of removing the Goods and the provisions of Clause 4 above will apply.

## **9. Exclusion of Liability**

9.1 As this is a sale by tender and the Auctioneer has no historical knowledge of any lot sold by the Auctioneer, all conditions and warranties as to the condition, quality, description or fitness for any purpose of any lot are expressly excluded and neither the Seller nor the Auctioneer will be bound by or liable for any representation of any kind in relation to any lot.

9.2 Neither the Seller nor the Auctioneer shall have any liability for matters outside of their reasonable control.

9.3 Neither the Seller nor the Auctioneer shall have any liability to the Buyer or a Bidder for any:

9.4.1 Consequential losses (including loss of profits and/or damage to goodwill); and/or

9.4.2 Economic and/or other similar losses; and/or

- 9.4.3 Special damages and indirect losses; and/or
- 9.4.4 Business interruption, loss of business, contracts and/or opportunity.
- 9.5 Each of the limitations and/or exclusions in these Conditions shall be deemed to be repeated and apply as a separate provision for each of:
- 9.5.1 Liability for breach of contract;
- 9.5.2 Liability in tort (including negligence);
- 9.5.3 Liability for breach of statutory duty except for clauses 10.8 and 10.9 below which shall apply once only in respect of all the said types of liability.
- 9.6 Any potential Buyer and/or Bidder should rely solely and exclusively upon his own inspection of any lot and should not treat statements made in sale particulars or before or during the Auction by the Seller or the Auctioneer either as representations or to be relied upon.
- 9.7 No vehicle is warranted or held out to be roadworthy and no lot is warranted or held out to be merchantable or safe for use or complying with statutory requirements for use, display or movement. The Auctioneer, his servants and agents have no authority to make representations.
- 9.8 The liability of the Auctioneer or the Seller to the Buyer or a Bidder shall be limited to the price paid by the Buyer for the lot in question provided also that the total collective liability of the Seller and the Auctioneer to the Buyer or a Bidder shall not exceed the price paid by the Buyer for the lot in question.
- 9.9 To the extent that any liability of the Seller or the Auctioneer would be met by any insurance of the Seller or the Auctioneer, the liability of the Seller or the Auctioneer shall be extended to the extent that such liability is met by such insurance.
- 9.10 If any individual exclusion or limitation of liability under this clause 10 is held to be unreasonable or unenforceable the remaining provisions of this clause 10 and these conditions of sale shall remain in full force and effect.
- 9.11 Nothing in these Conditions shall exclude or limit the liability of the Seller and the Auctioneer for death or personal injury due to its negligence or any liability which is due to their fraud or any other liability which it is not permitted to exclude or limit as a matter of law.
10. The Buyer hereby undertakes to ensure that any lot he purchases will be used, moved or displayed whether at the site or elsewhere only when he has ensured that such use and/or movement and/or display is lawful and safe.
11. HEALTH AND SAFETY AT WORK ETC. ACT 1974. It is expressly brought to the Buyers and/or bidder's attention that, at the time of the sale, any item of plant, machinery or equipment contained in the lot(s) may not necessarily comply with the Health and Safety at Work Etc. Act 1974 or any other Act or Acts or Regulations thereunder governing the use of that plant, machinery or equipment in a working environment. Successful Buyers and/or bidders for any such plant, machinery or equipment are hereby required to ensure that the use of any such at a place of work within the Republic of Ireland does not contravene such relevant Act or Regulation thereunder applicable thereto.
12. TOXIC CHEMICALS AND DANGEROUS SUBSTANCES. IT is expressly brought to the attention of Buyers and/or bidders that certain types of plant, or main service installations could contain blue and white asbestos, dangerous chemicals, etc., which if not handled correctly during their removal from the site could be in breach of the Health and Safety at Work Etc. Act 1974 Section 2-9, or any other current legislation covering the use of such substances in a working environment.
13. Where any lot or lots have been sold by count, weight or measurement, no allowance can in any case be made nor shall the Agent or Seller be answerable for any deficiency in quantities, weights or measures, unless claimed for before the Buyer, his agent, carrier or man employed by him, has removed his lots or lots from the premises.
14. Should a Buyer, by himself, his servants or agents cause damage in any way to the site or damage to or loss of any lot thereat, the Agent shall be entitled to exercise a lien in respect of any and all lots purchased by the Buyer until such damaged 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 Agent whose decision shall be final and unchangeable. The Agent'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. All exclusions in this clause 14 apply equally in respect of any claim against an individual member of Eaucions.
15. Neither the Agent nor the Seller are to be responsible for any personal injuries which may occur prior to, or during the progress of the sale, or at any time during the removal of the lots, which must be entirely at the Buyer's risk.
16. 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 and Administrator, 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 the contract for sale of such lot shall be automatically and without notice rescinded unless the Agent 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 Agent shall be entitled to exercise the rights set out in Clause 4.
17. If a Buyer is permitted to take possession of any lot before the full sale price has been paid, the Seller and/or Agent shall be entitled to enter upon any premises of the Buyer or under his control in order to repossess such lot.
18. 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 sale or other disposition upon trust for the Agent 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 Agent.
19. These Conditions shall be construed in accordance with and governed by Irish law save in respect of sales in Scotland and Northern Ireland which shall be construed in accordance with and governed by Scottish and Northern Irish law respectively.
20. The Buyer will pay a Buyer's premium as stated in the catalogue on the hammer price plus Value Added Tax at the standard rate. The premium is not negotiable and will be charged to all Buyers. The Buyer agrees that the Auctioneer when acting as agent for the Seller may also receive a commission from the Seller.
21. The Auctioneer and its Agents act as agents of the Seller and without personal liability.
22. All software is excluded from any lots sold.
23. Equipment Auctions Ltd T/A Eaucions reserves the right to bid on behalf of its clients.

## FORM OF TENDER

I/We the undersigned, having inspected and satisfied ourselves on the items as detailed, OFFER TO PURCHASE in accordance with the Conditions of Sale in this Form of Tender for the sum indicated PLUS 23% VALUE ADDED TAX and 15% BUYERS PREMIUM and if successful, to pay for and remove the goods when requested. These offers are to remain valid for 30 days from Thursday 7 March 2019.

It is further understood that in the event of myself / ourselves being advised that we are the purchasers we will comply with the Conditions of Sale. In the event of non-payment by the due date, E-Auctions may re-sell and we understand that we will be held responsible for any costs or shortfall which may arise. All lots will be sold subject to the conditions of sale.

NAME

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SIGNATURE

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DATE

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POSITION IN COMPANY

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COMPANY NAME

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ADDRESS

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TELEPHONE NUMBER

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FAX NUMBER

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EMAIL ADDRESS

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TOTAL OF BIDS

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**PLEASE RETURN:** By fax to (01) 507 8096, Email: [kgammell@E-Auctions.ie](mailto:kgammell@E-Auctions.ie)

or

**By post to:**

**E-Auctions**

**Johnstown Business Centre**

**Johnstown, Naas**

**Co. Kildare**

## Tender Catalogue

Lot	Description	Offer Exc 23% VAT and 15% Fees
1	Sharp Aquos 80 Inch Flatscreen Television GB075WJSA, Aver Conference System RM-PW and Polycom Conference System.	
2	Oval Laminated Fourteen Seater Meeting Room Table, 14 x Black Leather Style Chairs, 4 x Blue Fabric Clients Chairs, Two Door Side Cabinet, Whiteboard, Avery A3 Guillotine.	
3	<b>Reception:</b> Laminated Reception Desk, Metal Two Door Cabinet, HP 400 Laser Printer, Black Leather Style Two Seater Couch and Armchair, Two Door Glass Cabinet. (Does Not include Contents)	
4	Barograph Inspection Tester.	
5	2 x LG 37/42 Inch Flatscreen Televisions, 376V355V, Six Seater Red Leather Style Couch, Small Table and Two Door Metal Cabinet.	
6	Phoenix 2000 Small 130 Metal Safe.	
7	<b>Canteen:</b> 7 x White Canteen Tables, 48 x Stackable Canteen Chairs, Marco Hot Water Boiler, Autonumis Milk Dispenser, LG 37 Inch Flatscreen Television.	
8	<b>Arranmore Room:</b> Hitachi SP-TW003 Overhead Projector and Screen, Polycom Conference System, 2 x Tables, 5 x Chairs, Metal Cabinet, First Aid Bed and Monitor.	
9	<b>Lambay Room:</b> LG 50 Inch Flatscreen Television, Polycom Conference System, 2 x Tables, 6 x Chairs, Metal Cabinet.	
10	<b>Bere Room:</b> LG 55 Inch Flatscreen Television, Polycom Conference System, Table, 4 x Chairs, Storage Cabinet.	
11	<b>Achill Room:</b> LG 55 Inch Flatscreen Television, Polycom Conference System, Table, 6 x Chairs.	
12	10 x Various Dell Laptops inc: E5470, E5450, E5440.	
13	6 x Various Desktop Computers inc: Dell Precision T1650, T1600, 5810, 7600 Plus HP Z400 Workstations (No Hard Drives), 8 x Logitech H390 Headsets, 2 x Projectors Plus Quantity of Monitors, Approx. 35.	
14	Xerox 5325 Workcentre Units, Fellowes C-120 Shredder.	
15	Xerox 5325 Workcentre Units, Fellowes C-120 Shredder, Plus Xerox 5222 Workcentre Unit.	
16	34 x Open Plan Workstations with Desks, Chairs, Pedestals and Screens, Plus 6 x Storage Units, Fellowes Shredder. (No I.T. Equipment included)	

<b>1st Floor</b>		
<b>17</b>	<b>Coney Room:</b> LG 55 Inch Flatscreen Television, 2 x Desks, 6 x Chairs.	
<b>18</b>	<b>Lettermore Room:</b> LG 56 Inch Flatscreen Television, Oval Table, 7 x Chairs, 2 x Monitors.	
<b>19</b>	<b>Inishmaan Room:</b> LG 56 Inch Flatscreen Television, Table, 4 x Chairs.	
<b>20</b>	<b>Inisheer Room:</b> Sharp 48 Inch Flatscreen Television, Table, 3 x Chairs.	
<b>21</b>	<b>Inishmore Room:</b> Cello 40 Inch Flatscreen Television, 2 x Circular Tables, 6 x Chairs.	
<b>22</b>	<b>Valentia Room:</b> LG 56 Inch Flatscreen Television, Table, 5 x Chairs.	
<b>23</b>	<b>Skellig Michael Room:</b> LG 56 Inch Flatscreen Television, Table, 4 x Chairs.	
<b>24</b>	HP Designjet 510 Plotter, Model: CH337A, Trimfast Rotary Trimmer.	
<b>25</b>	Sharp Aquos 72 Inch Flatscreen Television, GB075WJSA and Logitech Conference System.	
<b>26</b>	Laminated Six Seater Meeting Room Table, 10 x Black Leather Style Chairs, Small Circular Table, Storage Cabinet.	
<b>27</b>	70 x Open Plan Workstations with Desks, Chairs, Pedestals and Screens, 8 x Metal Cabinets. (NB - Bids on Smaller Quantity's will be considered) (No I.T. Equipment included)	
<b>28</b>	11 x Various Desktops Computers Inc.: Dell Precision T1700, Tower 5810, Tower 3620, HP 2400, (No Hard Drives), 2 x HP Pro 400 Printers.	
<b>29</b>	40 x Various Desktop Monitors, Keyboards and Mice.	
<b>30</b>	40 x Various Desktop Monitors, Keyboards and Mice.	
<b>32</b>	Xerox Colorqube 9303 Copier Unit.	

### **Contact Details**

E-Auctions

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Fax: 01 507 8096

Email: [kgammell@E-Auctions.ie](mailto:kgammell@E-Auctions.ie)

Website: [www.E-Auctions.ie](http://www.E-Auctions.ie)

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