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Witham (Specialist Vehicles) Ltd

By order of the UK Ministry of Defence

SALE BY TENDER OF 800 + TYRES

Friday 27 September 2013 2pm

LOTS to Include: Land Rover Tyres, HGV Tyres, Plant Tyres, Truck Tyres, Earth Moving Tyres, industrial Tyres + Large Quantity of HGV / Commercial Rims, etc

Open Viewing from Monday 23rd to 26th Thursday September (8.30am to 4:30pm) and Friday 27th September (8.30am to 1:00pm)

All Bids to be submitted by Online Friday 27 September 2013 at 2pm

Catalogue, pictures, terms and conditions available from our website

*** Please read the Tender Terms and Conditions before submitting bids ***

**** Please note Metal Stillages are not included in the sale ****

Loading assistance will be given onto appropriate transport

Witham (SV) Ltd

Honeyplot Lane, Colsterworth, Grantham, Lincs, NG33 5LY

For any further information please call on 01476861361

Lot No	Description
1	7.50R16 Goodyear G90 4X4 Qty 141
2	7.50R16 Goodyear G90 4X4 Qty 149
3	7.50R16 Goodyear G90 4X4 Qty 144
4	7.50R16 Goodyear G90 4X4 Qty 128
5	7.50R16 Goodyear G90 4X4 Qty 96
6	9.00x16 Petlas NT3 offroad Qty 8 & 9.00x16 Continental MIL Qty 1
7	7.50x16 Guizhou Advance complete with tube and flap, unused Qty 15 (Non E marked for export outside the EU only)
8	8.25R16 Dunlop unused Qty 2 & 8.25R16 Avon Qty 1 & 8.25R16 Continental Qty 2 & 8.25R16 Pirelli tyre on rim Qty 1
9	8.25R16 Michelin XZA unused Qty 4 (Qty 2 on rims)
10	8.25R16 Michelin XZA Qty 5 (Qty 2 on rims & Qty 4 unused)
11	215/75R16C Michelin Agilis Qty 3 & 195/70R15C Continental Vanco Qty 3
12	205/65R16 Goodyear Marathon Cargo Qty 5 (Qty 1 unused)
13	245/70R16 Bridgestone Dueler HT Qty 5
14	265 70R15 Michelin 4x4 Qty 2 & 265 70R15 Maxxis Bravo Qty 1 & 265 70R15 Falken Land Air AT unused Qty 1
15	265 70R15 Bridgestone Dueler H/T Qty 6 (Qty 1 unused)
16	285/75R16 BF Goodrich Mud Terrain on rims Qty 2 & BF Goodrich All Terrain Qty 6
17	235/85R16 Michelin XZL Qty 4
18	7.50R16 Michelin XZL Qty 14
19	8.25R16C Michelin XZL Qty 9 (Qty 1 on pinzgauer rim)
20	8.25R16 Michelin XZL unused Qty 4 (Qty 2 on pinzgauer rims)
21	8.25R16 Michelin XZL unused Qty 5
22	10.00R15 Michelin Qty 2 & 10.00R15 Goodyear Qty 1 & 10.00R15 Continental Qty 1 & 10.00R15 Uniroyal Qty 1
23	235/75R17.5 Dunlop SP252 (flat spots) Qty 2 & 235/75R17.5 Continental Regional Traffic (on rim) Qty 1
24	225/75R17.5 Bridgestone R227 Quantity 1 & 235/75R17.5 Continental Qty 1
25	8.5R17.5 Goodyear Regional RHS Qty 6
26	285/70R19.5 Continental HTR Qty 7 & 285/70R19.5 Dunlop SP252 Qty 1

- 27 285/70R19.5 Dunlop Qty 1 & 285/70R19.5 Goodyear Qty 4 & 285/70R19.5 Continental Qty 3 (1 on rim)
- 28 265/70R19.5 Michelin XTY2 Qty 2
- 29 11R22.5 Dunlop SP371 Qty 1
- 30 6.50x16 Land Rover Sankey trailer tyres on rims mixed - Continental, Goodyear, Camac Qty 9 (Qty 3 unused)
- 31 1200R20 Goodyear G388 Unisteel Qty 1 (unused)
- 32 12.00R20 Goodyear G188AQty 3
- 33 12.00R20 Goodyear G388 Unisteel Qty 9
- 34 12.00R20 Michelin XZL Qty 3
- 35 315/80R22.5 Goodyear Regional RHS Qty 2
- 36 295/80R22.5 Continental HDR Qty 4
- 37 315/70R22.5 Michelin XZE 2+ Qty 6 & 315/70R22.5 Michelin XDE 2+ Qty 2
- 38 315/70R22.5 Michelin XDE+N Qty 4 & 315/70R22.5 Michelin XZE 2+ Qty 2 & 315/70R22.5 Double star DSR266 Qty 3
- 39 325/85R16 Michelin XML Qty 11
- 40 475/80R20 Michelin XML Qty 4
- 41 15.5/80R20 Michelin Pilote tyre on rim unused Qty 1 (cracked/perished side wall)
- 42 15.5/80R20 Michelin Pilote tyres on rims Qty 4
- 43 15.5/80R20 Michelin Pilote tyres on rims unused Qty 2
- 44 14.00R20 Continental HCS (22pr) Qty 6
- 45 14.00R20 Continental HCS (22pr) Qty 6 (Qty 4 on rims)
- 46 335/80R20 Michelin XZL Qty 2
- 47 395/85R20 Michelin XZL tyres on rims Qty 3
- 48 18R22.5 Michelin XL Qty 8
- 49 280/80-18 Firestone Supertraction loader Qty 5
- 50 Mixed Stillage to include: 10.5/80-18 BKT Implement-AS504/ 10.5-18 Kingstone, 280/80-18 Firestone supertraction Qty 7
- 51 10.5-18 BKT MP567 Qty 10
- 52 10.5-18 BKT MP567 Qty 8
- 53 445/65R22.5 Michelin XZL tyre on rim Qty 1
- 54 445/65R22.5 Michelin XZL Qty 10

- 55 445/65R22.5 Michelin XZL Qty 12
- 56 365/85R20 Michelin XZL Qty 2 (Qty 1 unused complete with runflat insert)
- 57 17.5-25 Firestone Super Rock Grip Qty 1
- 58 12.00-20 Goodyear all service tyre Qty 1
- 59 10.5-18 BKT MPT MP567 Qty 13
- 60 10.5/80-18 Goodyear suregrip Qty 1 & 10.5-18Solideal Qty 1 & 280/80-18 Firestone industrial loader Qty 1
- 61 25x8R12 Mixed stillage of ATV/Quad tyres makes include: Carlisle/Maxxis/ITP Qty 29
- 62 Mixed stillage of ATV/Quad tyres to include ITP / Maxxis etc Qty 21
- 63 Mixed stillage of ATV/Quad tyres Qty 7 (Qty 6 unused)
- 64 16.00R20 Michelin XZL Qty 6
- 65 16.00R20 Michelin XZL Qty 8
- 66 20.5R25 Michelin XTLA Earth moving tyres Qty 2 (side wall damage)
- 67 20.5R25 Michelin XL Qty 3
- 68 20.5R25 Michelin XL tyres on rims Qty 4
- 69 20.5R25 Michelin XL Qty 6
- 70 20.5R25 Michelin XL Qty 8
- 71 20.5R25 Michelin XL Qty 4
- 72 20.5R25 Michelin XL Qty 4
- 73 20.5R25 Michelin XL Qty 4
- 74 15.5/80-24 Goodyear Suregrip Agricultural Tyre Qty 1
- 75 Mixed stillage of Motorbike tyres Qty 14
- 76 15.5/80R20 Michelin Pilote XL winter/studded tyres Qty 4 (Qty 2 on rims)
- 77 15.5/80R20 Michelin Pilote XL Qty 2
- 78 8.25R16 winter studded tyres mixed makes incl: Uniroyal/Semperit etc Qty 39 (some on rims, some perished etc)
- 79 Mixed stillage of tyres incl: 8.25R16, 235/85R16, 750R16 Qty 6
- 80 19.5x8.50 10stud rims Qty 12 & 22.5x7.50 10stud rims Qty 2 & 22.5x8.25 10Stud rim Qty 1 HGV / commercial rims
- 81 22.5x7.50 10stud HGV/commercial rims Qty 10
- 82 22.5x7.50 10stud HGV/commercial rims Qty 17
- 83 22.5x11.75 Michelin 10stud HGV/commercial rims Qty 6

- 84 22.5x7.50 10stud HGV/commercial rims Qty 10
- 85 22.5x7.50 10stud HGV/commercial rims Qty 15
- 86 22.5x7.50 10stud HGV/commercial rims Qty 13
- 87 22.5x7.50 10stud HGV/commercial rims Qty 13
- 88 22.5x7.50 10stud HGV/commercial rims Qty 17

Witham Specialist Vehicles Ltd

GENERAL TERMS AND CONDITIONS

A. General

1. All Witham Specialist Vehicles Ltd sales are governed exclusively by the following conditions and the conditions of the respective tenders. Alternative agreements require confirmation by Witham Specialist Vehicles Ltd in writing.

B. The Tender Bid Procedure

1. Inspect goods thoroughly before submitting a bid. Warranty claims are excluded.
2. Bids must be submitted in writing or electronically preferably on Witham Specialist Vehicles Ltd's form. Submission of bids by post or by hand is also acceptable. Bids sent by fax must be confirmed by sending the original hard copy by post.
3. The correct lot number must be given.
4. VAT will be charged in addition to the bid price
5. Bids must include the exact address of the bidder including telephone number, fax number and email. If using a bidding form do not forget the legally binding signature.
6. Withdrawal of a bid must arrive at Witham Specialist Vehicles Ltd in writing before the expiry of the tender deadline, if the bidder submits several bids for the same lot, the valid bid is always the last bid received.
7. Bids may not be considered and may be rejected by Witham Specialist Vehicles Ltd if they are not in accordance with the above-mentioned provisions or if they contain conditions or reservations.
8. The bidder whose bid has been accepted will be notified within 7 days, Bidders who do not receive notification within this period may assume that their bid was not considered. Witham Specialist Vehicles Ltd's liability for incorrect verbal information is limited to deliberateness and gross negligence.

C. Sales

1. Bids shall principally be submitted in sterling. Bids in foreign currencies will be converted at the official exchange selling rate in sterling on the day of bid acceptance.
2. Submitted bids are binding offers for the conclusion of a contract to which the bidder is bound for a period of 14 days following the tender deadline. The highest bidder has no claim for acceptance of his bid,
3. The sales contract with a bidder shall be concluded once the acceptance of his bid has been declared to him by phone, in formless writing or by means of a confirmation of order and invoice (Notification of the acceptance).
4. VAT will be charged in addition to the bid price.

D. Payment

1. Payment shall be received by Witham Specialist Vehicles Ltd within 7 days of date of Invoice without any deduction. Cash, cheques or bank transfers are accepted as payment only.
2. Payment is to be made in sterling. Banking fees and exchange differences are at the Buyer's expense.
3. Goods will not be released until all funds are cleared.

E. Delivery

1. On payment of the full invoice amount Buyer will receive a release note. In case of Intra Community Deliveries, prior to handing over the release note, the buyer has to declare in writing to deliver the goods to a member state of the Community.
2. The Buyer is obliged to collect the goods purchased within 14 days of the date of Invoice. This pick-up obligation is one of the Buyer's principal performance obligations. Before removal, the Buyer must make prior arrangements with the contract officer at the storage location concerned
3. Witham Specialist Vehicles Ltd as the exporter is responsible for adherence of the customs regulations and the export licensing procedure.
4. Goods are sold ex storage location. Assistance will be given for loading unless otherwise stated,
5. The Buyer shall be liable for any loss or damage caused by himself or his agents arising out of or in any way in connection with the performance of his contractual obligations (especially during pickup of the goods) and in this context shall indemnify Witham Specialist Vehicles Ltd and its principals against all relevant third party claims including litigation costs. Unless excluded by law, the Buyer waives all rights to claim against Witham Specialist Vehicles Ltd and its principals in respect of any loss, damage or injury suffered by him, his personnel or his agents in connection with the take-over, collection or transportation of the goods and in this respect Witham Specialist Vehicles Ltd and its principals shall also be indemnified against all claims from third parties.
6. The risk of deterioration or loss of the goods transfers to the Buyer on takeover of the goods.
7. In the event Witham Specialist Vehicles Ltd is unable to make goods available prior to the transfer of risk to the Buyer, the Buyer is entitled only to reimbursement of the invoice amount, Further claims against Witham Specialist Vehicles Ltd are excluded unless the action of Witham Specialist Vehicles Ltd can be proved as to be deliberate or grossly negligent.

F. Retention of Title

1. The title of the goods transfers to the Buyer once payment of the purchase price has been made and hand over of the goods has been completed.

G. Warranty and Liability for Defects

1. Goods are "sold as seen", excluding any warranty claims. Witham Specialist Vehicles Ltd gives no guarantee as to description, quantity, and quality, condition, suitability for use and licensing, undamaged history or the non-existence of apparent or hidden defects.

2. Remarks regarding the description, condition and assortment of the goods as well as indication of quantities in "en-bloc" lots are non-binding. Information's, statements and promises are without obligation unless confirmed by Witham Specialist Vehicles Ltd in writing.

3. The Buyer shall be responsible for adherence, to safety, licensing and environmental protection requirements as well as for applying for operating permits.

H. Default In Payment, Failure to Remove Goods

1. If Buyer fails to pay the full amount of the purchase price in due time, Witham Specialist Vehicles Ltd shall be entitled to charge default interest at 2% above the current Longer Term Refinancing Rate of the European Central Bank, but not less than 8% and to retain all performance ensued from all purchase agreements concluded with the Buyer.

2. If Buyer fails to remove the goods in due time, Witham Specialist Vehicles Ltd shall be entitled to charge default fees In the amount of storage fees usually Charged by freight forwarders and for to have the goods removed and to store elsewhere on account and risk of the Buyer. Witham Specialist Vehicles Ltd shall also be entitled to refuse the acceptance of buyer's further performance. To sell or dispose of the goods over the counter and to charge the Buyer with all costs and damages incurred.

Witham Specialist Vehicles Ltd
Also sell vehicles and equipment on a
day to day basis.

Please look on

www.mod-sales.com

or telephone our sales team on

01476 861361

with your enquiries.

