

APPENDIX 1

ROLLS ROYCE TERMS OF SALE

Clause 1

'Contract' means the contract for sale of the Items created upon Rolls-Royce's acceptance of the Purchasers offer in accordance with the Auction Sale.

'Auction Sale' means the auction or tender carried out by Apex Auctions Ltd ("the agent") for the Item(s).

'Item(s)' means the item(s) detailed in an Auction Sale.

'Purchaser' means the person or company whose offer to buy Items or whose winning bid at auction has been accepted by Rolls-Royce.

'Rolls-Royce' means Rolls-Royce plc whose registered office is at 65 Buckingham Gate, London, SW1E 6AT.

Clause 2

These Terms of Sale represent the only terms upon which Rolls-Royce will sell any of the items and shall apply to any contract made pursuant to the Auction Sale to the exclusion of any other term including without limitation any other term on or attached to or otherwise forming part of any order form of the Purchaser or any acknowledgement or acceptance by Rolls-Royce or any other document which may be issued by either party for any purpose relating to the sale of any of the Item(s).

Clause 3

Upon Rolls-Royce's acceptance of Purchaser winning the Auction Sale, the Purchaser shall pay for and remove the Item(s) from Rolls-Royce's premises at which they are located during normal business hours at such premises as per the conditions of the Auction Sale. The Purchaser shall give Rolls-Royce at least two working days notice of the time of removal. Title to and risk of loss of or damage to the Item(s) shall pass to the Purchaser from Rolls-Royce upon collection of the Item(s). Where Rolls-Royce gives any assistance with lifting, and/or towing and/or any other form of assistance in connection with the Item(s) such assistance is given entirely at the Purchasers risk.

Clause 4

The Purchaser shall indemnify Rolls-Royce against all loss, injury or damage whatsoever caused to the premises of Rolls-Royce or any thing or person thereupon by the Purchaser, its sub-purchaser, agent or employee in the removal of the Item(s) or in the course of any activity connected therewith.

Clause 5

- 5.1 If the Purchaser fails to remove any Item(s) from Rolls Royce's premises within the period specified on the Auction Sale, Rolls Royce shall be entitled to:
- a) resell that item. In the event of a resale Rolls-Royce will be entitled to recover from the Purchaser any loss arising out of the Purchaser's failure to comply with his obligations under these terms of sale but Rolls-Royce shall not be liable to account to the Purchaser in the event of a resale at a higher price than the original price; and
 - b) 5.2 recover from the Purchaser a storage charge of 10% of the Auction Sale price per 28 (twenty eight) calendar day period and pro rata for part thereof until the removal or the date of resale as the case may be. Payment of any storage charge shall be made before the removal of any Item(s).

Clause 6

- 6.1 The Item(s) are sold in an 'AS IS' condition at the date of the Contract with all their faults and Rolls-Royce shall not be liable for any error in the Auction Sale including without limitation any error of description or quantity of measurement. The Purchaser shall be deemed to have inspected and accepted the Item(s). Rolls-Royce shall not be liable for any defect in any of the Item(s) including without limitation any deficiency, failure, malfunctioning or failure to function of any item whether in contract, tort or otherwise and all terms, conditions and warranties whether statutory or otherwise not contained in these Terms of Sale and the Auction Sale are hereby expressly excluded. The Purchaser agrees to indemnify Rolls-Royce against all suits, claims, demands and actions whatsoever which may be brought or made against Rolls-Royce arising in connection with the Item(s) after their removal and any damages costs and expenses which Rolls-Royce may suffer or incur in connection.
- 6.2 The Purchaser will take all necessary actions to ensure the item(s) safe use and compliance with any legislations applicable to their use.

Clause 7

The Purchaser undertakes to comply with the Rolls-Royce General Conditions of Work on Site current at the date of the Auction Sale. Any equipment employed in the removal of the goods may be subject to inspection by Rolls-Royce or their agents. Delays caused by non-compliance shall be at the Purchaser's risk and expense.

Clause 8

The Purchaser undertakes not to use, or cause to be used within the European Union or any other Country, State or Union any of the Item(s) in any place of work as defined in current Health and Safety legislation pertaining to those countries if the conditions of the legislation pertaining to the use of those Item(s) are not complied with in full.

Clause 9

All sales are net ex works and are therefore UK sales and subject to Value Added Tax (VAT) at the standard rate. The Rolls-Royce agent will charge the Purchaser the standard rate of VAT which becomes chargeable upon the Item(s).

9.1 If the Purchaser is UK VAT registered intends to export the Item(s) from the UK the Purchaser must make his own arrangements to recover the VAT so chargeable from H M Customs and Excise.

9.2 If the Purchaser is not UK VAT registered and intends to export the Item(s) from the UK and claim the sale of the Item(s) should be zero rated for VAT purposes the Purchaser must:

9.2.1 Advise the agent in writing at the time of purchase; and

9.2.2 Place the value of the chargeable VAT on deposit with the agent.

The agent will return the deposit to the Purchaser on the receipt of proof of export. Depending on mode of transport, accepted documentation could be one of the following:

- Bill of Lading or Sea Waybill
- Air Waybill
- CMR Note

9.3 If the proof of export specified above is not received by the agent within 28 calendar days following the collection date the sale will be considered a UK sale for VAT purposes and the deposit will be used to satisfy the VAT payable thereto.

Clause 10

Both the payment due in accordance with the Purchaser's bid or offer and the VAT payment in accordance with Clause 9 shall be made to the agent in accordance with the conditions of sale. The Purchaser undertakes that the agent shall receive the full amount of payment due including without limitation the VAT payment and storage charges due under the Contract without any abatement set-off withholding or deduction whatsoever. Unless otherwise stated, any payment due to the agent is to be made in Pounds Sterling and the Purchasers obligation to pay shall only be deemed to have been satisfied when that full amount are received in a bank account of the agent.

Clause 11

Neither party shall assign any of its rights under the Contract without the written consent of the other party except that Rolls Royce may assign its rights to receive money hereunder. Nor shall the purchaser resell, advertise, offer for auction or otherwise dispose of equipment covered by this contract until title to the goods have passed to the purchaser, all logo's, trademarks or other devices pertaining to Rolls-Royce are removed and the goods are transported from site.

Clause 12

These Terms of Sale supersede all prior representations, agreements, statements and understandings made prior to the date of the Contract whether orally or in writing relating to the Item(s). Neither party places any reliance whatsoever on any such representations, agreements, statements or understandings other than those expressly incorporated in these Terms of Sale.

Clause 13

These terms of sale and the Contract shall not be amended in any other way than by an agreement in writing executed by the parties, after the date of these Terms of Sale or the Contract as the case may be which is expressly stated to amend these Terms of Sale or the Contract as the case may be.

Clause 14

These Terms of Sale and any Contract shall be subject to and construed in accordance with English Law.

By registering for this Auction Sale you are confirming you are agreeing to these terms. If there is any inconsistency or contradiction between the terms of Rolls Royce or the agent, the terms of Rolls Royce shall take precedence.

