



**Wednesday 29 February 2012 Forensic Science Service - Day 1**

**Specific Online conditions**

General	<p>Troostwijk Auctions Limited is acting as sales agent for the Forensic Science Service Ltd (Company registration number 05607780) ("Seller") for the sale of assets as set out on the website ("Assets").</p> <p>The contract for the sale of assets is formed of these Specific Online Conditions and the General Terms and Conditions of the online auction ("this contract"). If there is any conflict or ambiguity between the Specific Online Conditions and the General Terms and Conditions of the online auction then the Specific Online Conditions shall take precedence.</p>
Closing date	Wednesday 29th February 2012 starting 14.00 hrs UK time (15:00 CET).
Viewing	Thursday 23rd and Friday 24th February 2012 from 10.00 am to 4.00 pm (UK time)
	Viewing of these items is strictly by appointment. Contact <a href="mailto:info@troostwijk.co.uk">info@troostwijk.co.uk</a>
	Viewing address:
	Cortonwood Drive,
	Dearne Valley
	Brampton
	Barnsley
	S73 0UF, United Kingdom
Company organising this Online Auction	Troostwijk Auctions Ltd Sheffield (2) The Woods, Woodhead Road S35 8RS Sheffield, United Kingdom Email: <a href="mailto:info@troostwijk.co.uk">info@troostwijk.co.uk</a>
MarkUp	16.00% over the highest bid
VAT	20.00% over the highest bid
Payment Details	A proforma invoice will be available in the buyers "My Troostwijk" section of the Troostwijk website on 1st March 2011.
	<b>Full payment must be made in pounds sterling to Troostwijk who are collecting the payments on behalf of the Seller within 3 working days from the date the Purchase Agreement is available in "My Troostwijk".</b>
Bank Details	<b>Account details for money transfer:-</b> <b>Bank details for Payment</b> <b>National Westminster Bank PLC</b> <b>Account Name Troostwijk Auctions Ltd Clients Account 2</b> <b>Account Number 78507278</b> <b>Sort Code 60-09-39</b> <b>IBAN GB77NWBK60093978507278</b> <b>Swift Code (IBAN BIC) NWBKGB2L,</b>
Collection Instructions	<b>Collection commences Monday 5th - Friday 23rd March 2012 only from 9.00 hrs to 16.00 hours UK time</b>
	<b>TIME IS OF THE ESSENCE ON THIS CONTRACT. THERE CAN BE NO EXTENSION TO THIS DEADLINE. ANY GOODS LEFT ON SITE AFTER THIS</b>



## **DATE WILL DEEMED ABANDONED AND SCRAPPED FROM SITE**

**So that the Seller's laboratories can be closed quickly the majority of the Assets have been moved into storage premises at the address noted above, for the convenience of sale and ease of collection.**

**Certain specialist items were too difficult to move and therefore these will be sold from the Seller's sites at Birmingham, Huntingdon and London**

Cash will be taken at the storage site only during the entire collection period.

For removal of the specialist items sold from the Seller's site these must be removed from the Seller's site by Friday 16th March 2012 without fail and will be subject to individual loading conditions (see note in lot description).

Removal will be at the Purchasers cost and risk and his contractors will be subject to and must comply with the Seller's health and safety policy when working on their site/s.

Method statements and risk assessments will be required and must be approved before work can commence.

Where the proposed removal work brings a risk of damage to the real estate or other assets the seller reserves the right to impose a performance bond which will be repaid upon safe completion of the works.

Decontamination

The Seller shall be responsible for the disconnection of the Assets at source from all mains services and shall use reasonable endeavours to ensure that all process plant and any other relevant equipment has been made safe, purged and drained of any and all toxic or potentially hazardous substances and that all such substances have been removed from the Assets" prior to collection or unless the Seller informs Troostwijk or the Purchaser that this has not been done.

Software Licenses

Where equipment operating software is subject to a manufacturers operating license, Purchasers must obtain such a license. By the act of taking part in this auction Purchasers hereby agree that they will obtain such licenses from the equipment manufacturers before operating the equipment.

Life Technologies (Applied Biosystems) Equipment

In respect of the Applied Biosystems 3100 & 3130 DNA sequencers, and 9500 & 9700 thermo cyclers, the FSS have an arrangement with Life Technologies whereby on sale of such equipment to a third party, ownership of the equipment will transfer to Life Technologies once the operational use of the equipment has ceased. FSS therefore requires that as a condition of sale, the buyer must also undertake to return the equipment to Life Technologies once its operational life is over. If the buyer chooses to resell the equipment to a third party, the buyer shall ensure that the obligation to return the equipment to Life Technologies at the end of its operational life is passed on to the third party. In respect of the latter transaction, neither the FSS nor its successors shall have any liability to any party, nor shall it indemnify any party in respect of any claim relating to the latter transaction.

Data Protection

In order to preserve confidentiality of data concerning past and current court cases, the hard drives from the control computers have been removed.

The Seller will usually have removed all information from an Asset prior to sale. If the Assets have any data or software stored on them whether physically or electronically, the Purchaser shall keep such data or software secret and confidential and not make use of that data or software or disclose it to any third party. If the Purchaser comes across such data or software, please contact the Seller to ask whether the Seller would like it deleted. If requested by the Seller, the Purchaser will allow the Seller access and/or temporary possession of the Assets in order to delete such data or software.



## General Terms and Conditions of Sale

1. The Seller does not give any warranty as to whether the Assets are of satisfactory quality or fit for the purposes the Purchaser has in mind for them, and it is entirely the Purchaser's responsibility, not the Sellers, to check the Assets are safe and working.
2. The Purchaser will buy the Assets on the basis that they are second-hand, they have been previously used and will not be in a condition as new. The Purchaser accept the Assets as seen.
3. Save with regard to death or personal injury claims arising from the Seller's negligence, the Seller cannot accept any liability for any use the Purchaser puts the Assets to, or for any liability which it or the Purchaser cause to the Purchaser or third parties in relation to the Assets
4. Subject to paragraph 3 above, the Seller's total aggregate liability arising out of or in connection with the Purchase Agreement or this Contract whether for negligence or breach of contract or any case whatsoever shall in no event exceed the Purchase Sum.
5. This Contract sets out the entire agreement between the parties relating to its subject matter and overrides any prior correspondence or representations.
6. All warranties and conditions not set out in this Contract whether implied by statute or otherwise are excluded to the extent permitted by law. The Purchaser will have no claim against the Seller for a misrepresentation unless that misrepresentation was made fraudulently.
7. The Purchaser will have no claim against the Seller for a misrepresentation (unless that misrepresentation was made fraudulently) or any warranty other than those in this Contract.
8. If any provision of this Contract is ruled to be invalid for any reason, that invalidity will not affect the rest of this Contract which will remain valid and enforceable in all respects.
9. The Purchaser will be deemed to have accepted the Lots as being in accordance with this Contract on Allocation and shall not be entitled to reject the Lots once Allocation has taken place.
10. Risk in the Assets shall pass to the Purchaser from the Seller from Allocation.

## Following Lots Combinations

After registration and log in, lots can be "followed" via "My Troostwijk". All lots in a combination will be sold individually first. After the last lot is sold, the total of the bids is raised by 10%. This is the starting bid for the combination. If the combination is sold it overrules the individual bids, if not the individual bids are confirmed.

## Prolongation

If a bid is made in the last 5 mins before the lot closes then the closing time will be extended by 5 mins. With each subsequent bid the closing time will be extended by 5 mins until no further bids are made.

## Lots Without Bid Amendments to the General Terms and Conditions

All lots without a bid will stay open for a further 30 mins after the posted closing time Article 2 of the General Terms and Conditions of the Online Auction shall be amended by having the words "except as stated in the Specific Online Conditions which shall also apply and shall supersede these Terms if inconsistent with these Terms." added to the end of the sentence.

The limitations of liability, exclusions and limits to warranties in the General Terms and Conditions of the Online Auction:

- Article 3.3 (except Article 3.3 (vii))
- Article 6.1 (except for the last two sentences)
- Article 6.2



- Article 6.4
- The first sentence of Article 11.3

shall also apply to the Seller.

The Seller shall have the rights of Troostwijk in the following provisions of the General Terms and Conditions of the Online Auction as well as Troostwijk:

- Article 4.2;
- Article 4.3;
- Article 5.4 – where the Seller may impose special conditions on any particular Asset;
- Article 7.2
- Article 7.4
- Article 9.2
- Article 9.5
- Article 9.7
- Article 9.8
- Article 10.1

The second sentence in Article 5.6 shall be deleted and replaced with the following:

*“The legal and beneficial title in and to such Lot(s) shall remain with the **Seller** until the Purchaser has paid for the Lot(s) (together with any Mark-Up and VAT) in full and cleared funds.”*

The references in Article 10.2 to Troostwijk shall be replaced by the words ‘the Seller’.

Article 14.4 shall only take effect if any changes are also agreed in writing with the Seller