



Astoca Philippines Inc, Unit 102 Jolliland, 670 EDSA, Pasay City, Metro Manila.  
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## **Live Public Auction**

**On**

**Wednesday February 6<sup>th</sup> to be held at  
Old Kubota Warehouse  
Panay Ave. Quezon City**

**Start time 02:00pm**

**Agricultural Equipment, Spare parts and  
Office Furniture**

**Viewing**

**Monday 4<sup>th</sup> Feb to Tuesday 5<sup>th</sup> Feb  
9am to 5pm  
and morning of the sale.**

**Bid Deposit of PHP 10,000 in Cash required**

**Catalog Price On-Site PHP10.00**

# General Terms And Conditions

## 1 Application of these General Conditions

1.1 In these general conditions the expression "the Auctioneer" includes his employees and agents and any person to whom conduct of the Auction is delegated under clause 5.10 below.

1.2 These General Conditions apply to every Auction of Plant and Machinery, Chattels, Trade Stocks and Vehicles conducted by the Auctioneer and to any Lot offered for sale in the Auction whether that Lot includes property fixed to land or not fixed to land or any other personal property.

1.3 If these General Conditions have not previously been accepted by a person attending or bidding at an Auction, bidding for any Lot in the Auction shall be deemed to be an acceptance by the Bidder of these General Conditions.

1.4 To the extent that these General Conditions are inconsistent with any special conditions set out or referred to in the Auction Catalogue or announced at the Auction, the special conditions shall prevail.

1.5 These General Conditions shall be governed construed and enforced in accordance with the law of the country in which the auction is being held.

## 2. The Seller's Instructions and Warranties

2.1 The Seller warrants that:

- (a) to any Lot offered for sale he will be able to pass good and unencumbered title free from third party claims;
- (b) any Lot offered for sale may be lawfully sold;
- (c) the premises where the Auction is to be held (if not the Auctioneer's premises) will be safe for that purpose and that it will be lawful to hold the Auction there.

2.2 If the Seller's instructions are given by the Seller's agent, the Seller's agent warrants that he has the Seller's authority: to

- (a) to instruct the Auctioneer;
- (b) to give the warranties set out in clause 2.1 above;
- (c) to instruct the Auctioneer to act in accordance with these General Conditions and any special conditions.

## 3. The Auctioneer's Remuneration

3.1 The Auctioneer's remuneration shall be such as has been agreed between the Seller and the Auctioneer.

## 4. Bidding on behalf of another

4.1 Unless the Auctioneer has previously acknowledged in writing that the bidder bids as agent on behalf of a named principal, every bidder shall be taken to bid on his own behalf as principal.

4.2 If the Auctioneer has earlier acknowledged in writing that the Bidder bids as agent on behalf of a named principal, the Bidder warrants that he has the authority of his principal to make each bid he makes.

## 5. Conduct of the Auction

5.1 Any Lot may be subject to a reserve price unless otherwise indicated in the Auction Catalogue.

5.2 The Seller or his representative or the Auctioneer on his behalf may bid for any Lot unless otherwise indicated in the Auction Catalogue.

5.3 The Auctioneer may at any time before the fall of the hammer withdraw or divide any Lot or combine any Lots.

5.4 With the previous consent of the Seller, the Auctioneer may sell any Lot by private sale before or after the Auction.

5.5 The Auctioneer may require any Bidder to give his name and address and proof of identity before accepting a bid.

5.6 The Auctioneer may reject any bid at his sole discretion and without being required to give a reason.

5.7 The Buyer shall be the person who made the highest bid before the fall of the hammer or such other person as the Auctioneer may declare to be Buyer without being required to give a reason.

5.8 The Auctioneer may decide whether there is a dispute between Bidders, may summarily determine the dispute or immediately again offer the Lot for sale, in each case without being required to give a reason.

5.9 The Auctioneer shall in every other respect decide how the Auction is to be conducted and without being required to give a reason.

5.10 The Auctioneer may in his sole discretion delegate to a person whom he believes to be competent the conduct of the Auction in accordance with these General Conditions

## 6 After the Sale

6.1 Upon the Auctioneer declaring any Lot sold, the buyer shall immediately: to

- (a) give the Auctioneer his name and address and if requested his proof of identity;
- (b) identify any person on whose behalf he has bought;
- (c) pay to the Auctioneer if requested a deposit of up to 25 per cent of the price.

6.2 Within the time specified in clause 6.3 below, the Buyer shall pay the following sums to the Auctioneer in full: to

- (a) the balance of the price of all Lots purchased together with any VAT due;
- (b) the value as summarily determined by the Auctioneer, whose determination shall be final and binding, of all or part of any Lot or of the premises where the Auction is held which has been damaged or destroyed by the Buyer or his principal or agent.

6.3 The time for complying with clause 6.2 above shall be the time specified in the Auction catalogue or if no time is specified there, 4pm on the next working day, and in every case time shall be of the essence.

6.4 The Auctioneer may at any time in his sole discretion grant the Buyer an extension of time for complying with clause 6.2 above, in which case the Buyer shall pay the

Auctioneer in full before moving or removing the Lot together with interest on any unpaid sums at a rate of 4 per cent above Bank base rate in force from time to time.

6.5 Until the Buyer has complied with clause 6.2 above: to

- (a) title to any Lot bought shall not pass to the Buyer;
- (b) the Lot shall be at the Buyer's risk;
- (c) the Auctioneer shall have a lien over any Lot bought by the Buyer in the Auction;
- (d) if the Buyer effects or purports to effect a resale or any other disposition of all or part of the Lot, the Buyer shall hold the proceeds of resale or other disposition on trust for the Auctioneer and Seller.

6.6 On written request by the Buyer the Auctioneer shall provide a VAT invoice in proper form, if appropriate.

## 7. Removal of the Lot bought

7.1 The Buyer may not remove any Lot he has bought until after the end of the Auction.

7.2 The Buyer may not remove any Lot until the Buyer has paid the sums specified in clause 6.2 above in full for every Lot he has bought.

7.3 After paying the sums specified in clause 6.2 above, the Buyer must remove the Lot bought by the time specified in the Auction Catalogue or if no time is specified there, 5pm on the next working day, and in every case time shall be of the essence.

7.4 The Auctioneer may at any time at his sole discretion and on terms specified by him grant the Buyer an extension of the time specified in clause 7.3 above.

7.5 If the Lot bought is or includes a motor vehicle, no warranty is given that the vehicle may safely or lawfully be driven on the road.

7.6 When removing any Lot the Buyer: to

- (a) is responsible for detaching any Lot fixed to land and must do so safely and lawfully and must not use flame cutters, explosives or any other dangerous equipment or process without previous written permission signed by or on behalf of the Auctioneer;
- (b) must use safe and lawful means of removing the Lot;
- (c) shall indemnify the Auctioneer and Seller against any loss damage legal or other expenses and any claim arising from the detaching of the Lot or its removal.
- (d) shall have insurance in respect of such indemnity and shall on request produce to the Auctioneer a receipt for the last premium due or other sufficient evidence that such insurance has been effected and remains in force.

## 8. Default by the Buyer

8.1 If at any time the Buyer has failed either to pay the sums specified in clause 6.2 above in full by the expiry of the time specified in clause 6.3 above (or any extension granted under clause 6.4 above), or to remove any Lot by the time specified in clause 7.3 above (or any extension granted under clause 7.4 above) the Auctioneer may rescind the Sale of that Lot, in which case any deposit shall be forfeit, and that Lot may be resold by auction or privately.

8.2 If the Auctioneer has rescinded the sale but the Buyer has removed the Lot bought, the Auctioneer shall be entitled without previous notice to enter upon any premises where he believes the Lot to be and remove it.

8.3 If the Auctioneer has rescinded the sale and the Lot has been resold, the Buyer shall make good any deficiency, namely: to

- (a) the sale price less the resale price;
- (b) the costs of and incidental to resale.

8.4 If because the Buyer has failed to remove any Lot by the time specified in clause 7.3 above (or any extension granted under clause 7.4 above), the Seller is unable to give vacant possession on disposing of or relinquishing any interest in the premises from which the Lot should have been removed, the Buyer shall compensate the Seller for any loss resulting.

## 9. Liabilities and Indemnities

9.1 The Auctioneer warrants that he believes that the Seller of each Lot is able to pass good title, and if the Seller is not able to do so, the Auctioneer shall use his reasonable endeavors to assist the Buyer in obtaining good title and in pursuing any remedies the Buyer might have against the Seller, but the Auctioneer shall not be bound to initiate litigation and shall not be under any other obligation to the Buyer.

9.2 Every Lot is sold as seen and where lying.

9.3 No Lot is sold as compromising or including any new goods.

9.4 The Auctioneer neither has nor professes any expert or other knowledge of any Lot sold and is hereby excluded any liability the Auctioneer might otherwise incur and any right or immunity the Buyer might otherwise possess in respect of any conditions warranties or representations relating to the condition of any Lot sold or the merchantable quality of the Lot or its fitness for the particular or any purpose for which it is or may be required whether such conditions warranties or representations are expressed or implied in the Auction Catalogue or are the subject of oral or written statements made by or on behalf of the Auctioneer or any other person before or in the course of the Auction.

9.5 No liability shall attach to the Auctioneer either in contract or in tort for loss, injury or damage legal or other expenses sustained by the Seller, any Bidder, the Buyer or any other person by reason of: to

- (a) any defect in any Lot sold, whether or not such defect be latent or apparent on examination;
- (b) any defect or danger of the premises where the Auction is held;
- (c) any alleged failure of the Auctioneer to properly advertise the Auction or to seek or obtain expert legal advice with regard to any Lot offered for sale or its reserve price;
- (d) any act or omission of the Auctioneer in the conduct of the Auction or after the Auction;
- (e) any act or omission of any person other than the Auctioneer.

9.6 The Seller shall indemnify the Auctioneer in respect of any claims made by another or third party for any loss injury damage or legal or other expenses referred to in clause 9.5 above.

9.7 The Auctioneer shall not be liable to indemnify the Seller or any Bidder or the Buyer in respect of any claims made by another or third party for any loss injury damage or legal or other expenses referred to in clause 9.5 above.

9.8 Clauses 9.3 to 9.7 shall not be valid insofar as prohibited by statute.

9.9 In no circumstances shall the Auctioneers be liable for any consequential damage.

## 10. Waiver

10.1 No indulgence shown by the Auctioneer shall prevent the Auctioneer or the Seller from subsequently insisting upon their respective rights and remedies.

## Notices to purchasers;

### General;

A buyers' premium of 15% and 12% VAT (ON BOTH BUYER'S PREMIUM AND GOODS) will be charged on the sale and added to the final bid price.

**Eg; Bid 1,500 then 15% Buyer's Premium is = 225 Total is 1,725**

**1,725**  
**+ 207 – 12% VAT (both BP and Goods)**  
**Php 1,932 – Grand Total**

A refundable cash deposit of PHP 10,000 will be required on the day to register to bid.

All sales are final

All goods are sold "As is Where is" with no guarantee or warranty

Winning bidders goods are at risk once the hammer falls, we advise you to take out immediate insurance

### Payments;

Payments must be received in full by Friday February 8<sup>th</sup>

Payments at site will ONLY be accepted on Wednesday February 6<sup>th</sup>

After that, payments will ONLY be accepted direct into our account, details as follows; (Cheque payments will have to clear prior to removal)

**Bank; Union Bank, Bicutan branch**

**Account name; Astoca Philippines Inc**

**Account number; 00-253-000156-5**

Proof of payment into our account is required to remove goods.

### Removal;

A copy invoice is required for removal of goods.

**THERE WILL BE NO CLEARANCE ON THE DAY OF THE SALE**

All goods must be removed on or before Friday February 15<sup>th</sup>

Removal of goods will only be allowed after payment is received in full

Partial payments and partial clearance is not permitted

It is the responsibility of the buyer to remove the goods from site

All clearance of goods will be scheduled at times determined by our staff when you collect your invoice

The Auctioneer reserves the right to refuse any bid of any attendee for whatever reason.

In the case of any dispute the Auctioneers decision is final.

**Important Notice**

Although information has been obtained from sources deemed reliable, neither the vendor nor Astoca makes any warranty or guarantee expressed or implied as to the accuracy of the information contained herein.

Lot	Description
1	1 UNIT EXECUTIVE CHAIR FABRIC UPHOLSTERED WITH ARM REST COLOR: BLUE
2	1 UNIT SWIVEL CLERICAL CHAIR W/O ARM REST COLOR: BROWN
3	1 UNIT COMPUTER TABLE (SWIVEL) W/ 5 LAYER FILE SHELVES COLOR: BROWN
4	1 UNIT ORDINARY TABLE
5	1 UNIT WOODEN TABLE COLOR: GREY
6	1 UNIT WOODEN TABLE W/ 6 DRAWER COLOR: BROWN
7	1 UNIT LONG WOODEN TABLE COLOR: BROWN
8 to 24	1 UNIT CLERICAL TABLE W/ 2 DRAWER COLOR: GREY
25 to 27	1 UNIT WOODEN SQUARE TABLE STEEL STAND COLOR: LIGHT GREY
28	1 UNIT WOODEN DISPLAY TABLE W/ TOP GLASS COVER & 1 DRAWER
29	1 LOT (1) UNIT WOODEN ARK W/ (2) PCS. BULB RECEPTACLES & (1) UNIT WELCOME STAND
30	1 LOT ASSORTED PARTS WORK STATION PARTITION PANEL COLOR: GREY
31	1 LOT WOODEN DEFFECTIVE TABLE
32	1 LOT (6) PCS. WOODEN FLAT FORM (BOX TYPE) W/ TOP COVER CARPET COLOR: BLUE
33	1 LOT (6) PCS. CURTAIN TYPE BLINDS
34 to 35	BLANK LOT
36	1 UNIT "KUBOTA" TRUCK SCALE MASTER CONTROL & PRINTER MODEL: SP-100
37	1 UNIT "COMPAQ" SERVER PROLIANT ML 370
38	1 UNIT "ELMO" PROJECTOR W/ COVER MODEL: HP 285
39	1 UNIT ENNASCOP PROJECTOR 1:3.5/ 280MM
40	1 UNIT "KODAK" PROJECTOR 1-80 FILM CARTRIDGE
41	1 LOT (1) UNIT "SAMSUNG" CD ROM; (1) UNIT "KUBOTA" VHS REWINDER & VHS TAPE
42	1 LOT UNUSED ASSORTED TYPE OF GASKET KIT; SEAL KIT; PACKING KIT; ETC.
43	1 LOT UNUSED ASSORTED TYPE OF SPARE PARTS "COLLAR" FOR ENGINE MACHINE
44	1 LOT UNUSED ASSORTED TYPE OF SPACER; BUSHING; COUPLING; BRUSH HOLDER; ETC.
45 to 50	1 LOT (20) PCS. UNUSED TWIST LOCK (3 & 4); PRONG MALE PLUG
51	1 LOT UNUSED ASSORTED TYPE OF TIE ROD; TIE ROD END & STIRRING SHAFT JOINT
52	1 LOT UNUSED ASSORTED TYPE OF GEAR SHAFT; SHAFT JOINT; PROPELLER SHAFT; CUT OF SHAFT & SECTOR SHAFT
53	1 LOT UNUSED ASSORTED TYPE OF SPRING PIN, ETC.
54	1 LOT UNUSED ASSORTED SIZES & TYPES OF OIL & AIR SEAL
55	1 LOT UNUSED ASSORTED SIZES & TYPES OF O-RING & SEAL KIT
56	1 LOT UNUSED ASSORTED TYPE OF REPAIR KIT; SEAL KIT; GASKET; O-RING, ETC.
57	1 LOT UNUSED ASSORTED SIZES & TYPES OF INTERNAL/ EXTERNAL CIRCLIP
58	1 LOT UNUSED ASSORTED SIZES OF FUEL CAP
59	1 LOT UNUSED ASSORTED TYPE OF ELECTRICAL PARTS CONSISTING: IGNITION SWITCH; PLUG; CIRCUIT BREAKER; STARTER; AMETER; MOTHER BOARD; RELAY; FUSE; WIRE; HARNESS, ETC.
60	1 LOT UNUSED ASSORTED PARTS FOR CLUTCH HUB ASSEMBLY; BRAKE SHOE; PLATE BRAKE; PRESS DISC PLATE; CDI ROTOR; FRICTION DISC; DRIVE PAN PULLEY; ETC.
61	1 LOT UNUSED ASSORTED TYPES & NUMBERS OF BALL; ROLLER; THRUST MAIN; NEEDLE; TAPER; RADIAL; RELEASE BEARINGS
62	1 LOT UNUSED ASSORTED SIZES & NUMBERS OF BALL BEARING

63	1 UNIT UNUSED ENGINE CYLINDER HEAD FOR TRACTOR
64 to 67	1 UNIT UNUSED ENGINE CYLINDER HEAD FOR COMPRESSOR
68	1 LOT (3) UNITS UNUSED INJECTION PUMP INCL. ACCESSORIES
69	1 LOT UNUSED WATER PUMP IMPELLER & PUMP ASSEMBLY
70	1 LOT (10) PCS. UNUSED PISTON PIN
71	1 LOT (6) PCS. UNUSED CONNECTING ROD ASSEMBLY
72	1 LOT (8) PCS. UNUSED CONNECTING ROD ASSEMBLY
73	1 LOT UNUSED ASSORTED SIZES OF PISTON RING
74 to 75	1 LOT (7) PCS. UNUSED PISTON ASSEMBLY
76	1 LOT (46) PCS. UNUSED CAM SHAFT
77	1 LOT (4) PCS. UNUSED CRANK SHAFT
78	1 LOT UNUSED ASSORTED PARTS FOR CRANK SHAFT
79	1 LOT (21) PCS. UNUSED CYLINDER LINER
80	1 LOT UNUSED ASSORTED TYPE OF RADIATOR; LOWER & UPPER HOSE
81	1 LOT UNUSED ASSORTED PARTS FOR COMPRESSOR; PISTON ROD & GUIDE INLET
82	1 LOT UNUSED ASSORTED PARTS FOR VALVE CONTROL; VALVE SPRING & GUIDE ASSEMBLY
83	1 LOT (2) UNITS UNUSED EXHAUST MANIFOLD
84	1 LOT UNUSED ASSORTED TYPE OF CASING VOLUTE
85	1 LOT UNUSED ASSORTED PARTS OF FLASHER ASSEMBLY; REFLECTOR; HEAD LIGHT; DASH BOARD ACCESSORIES & KIT MASK
86	1 UNUSED ASSEMBLY RADIATOR KIT FOR ENGINE MODEL F2803
87	1 LOT UNUSED ASSORTED PARTS OF COMPRESSOR CHAIN CHECK; ROD; TURN BUCKLE; SUPPORT SHAFT; DIFFERENTIAL LOCK LEVER
88	1 LOT UNUSED ASSORTED TYPE OF PIPE DELIVERY; PIPE ASSEMBLY; INJECTION PIPE; STABILIZER
89	1 LOT UNUSED ASSORTED TYPE OF V-BELT; CABLE; HIGH PRESSURE HOSE
90	1 LOT (3) PCS. UNUSED FUEL & WATER TANK
91	1 LOT (3) PCS. UNUSED AIR FILTER HOUSING
92	1 LOT UNUSED ASSORTED TYPE OF SPARE PARTS
93	1 LOT UNUSED ASSORTED TYPE OF FUEL; AIR FILTER
94	1 LOT (4) PCS. UNUSED AIR FILTER HOUSING
95 to 96	1 LOT UNUSED ASSORTED TYPE OF OIL & FUEL FILTER
97	1 LOT UNUSED ASSORTED TYPE GENERATOR SET AIR FILTER
98 to 99	1 LOT (215) PCS. UNUSED FUEL FILTER
100 to 102	1 LOT UNUSED ASSORTED SIZES PLASTIC STRAINER
103	1 LOT UNUSED ASSORTED SIZES COUPLING HOSE
104	1 LOT UNUSED ASSORTED TYPE OF SYNCHRONIZED; BEVEL; PINION; IDLE; SPROCKET & SPUR GEAR
105	1 LOT (6) PCS. UNUSED MAIN GEAR; SHAFT BRAKE GEAR & SHAFT BEVEL PINION
106	1 LOT UNUSED ASSORTED SIZES STUD; HEX. BOLT & FLAT WASHER
107	1 BOX UNUSED HEXAGONAL NUT SIZE: 12MM
108	1 LOT UNUSED ASSORTED SIZES BOLT; NUTS & WASHERS
109	1 LOT UNUSED ASSORTED PARTS FOR CHECK VALVES
110 to 111	1 LOT (4) PCS. UNUSED ROTARY DRIVE SHAFT
112	1 LOT (2) PCS. UNUSED KUBOTA TRACTOR ROOF
113 to 115	1 LOT (3) CS. UNUSED ASSORTED SIZES TIRE RIM
116	1 LOT (2) PCS. UNUSED ASSORTED SIZES EXTERIOR TIRE FOR TRACTOR W/ (1) PC. FRONT WHEEL
117	1 LOT (2) PCS. UNUSED TRACTOR TIRE W/ RIM SIZE: 750X16 4PLY
118	1 LOT UNUSED ASSORTED SIZES INTERIOR TIRE
119	1 UNIT MOVEABLE LIGHT TOWER W/ (1) PAIR TIRE
120	1 UNIT CAMPER SHELL PICK UP ACCESSORIES

121	1 UNIT "MOHAWK" FLOOR POLISHER 220V (USED)
122	1 UNIT 600K - 1212 DIGITAL PLATRFORM SCALE PARTS
123	1 UNIT "EAGLE" CENTRIFUGAL PUMP 4" W/ MOTOR BASE (USED)
124	1 UNIT UNUSED "EAGLE" CENTRIFUGAL PUMP 3" INLET/ OUTLET
125 to 126	1 UNIT UNUSED "EAGLE" CENTRIFUGAL PUMP 4" INLET/ OUTLET
127 to 128	1 UNIT UNUSED "KUBOTA" HORIZONTAL DIESEL ENGINE MODEL: RK125
129	1 UNIT "KUBOTA" AUTO IDLER GENERATOR SET DIESEL MODEL: AB4500; AC 100/220V; DC 12V/10A
130	1 UNIT UNUSED "LOMBARDINI" COOLED DIESEL GENERATOR MODEL: 9LD-626-2; 7.5KVA; 2 CYLINDER; 3600RPM
131	1 UNIT UNUSED "KUBOTA" LIQUID COOLED DIESEL ENGINE TURBO CHARGE; MODEL: V3300TE-BB; 87HP
132	1 UNIT WEDGE CUTTER; TRACTOR ATTACHMENT
133	1 UNIT "VIKYNO" RICE RIPPER W/O ENGINE MODEL: MCL120
134	1 UNIT "HOWARD" ROTAVATOR MODEL: HR39
135	1 UNIT UNUSED "GASPARDO" CORN PLANTER 4 TRACK; MODEL: SP540; S/N: 240661
136 to 137	1 UNIT "KUBOTA" DIESEL ENGINE GENERATOR SET; MODEL: GV3240; 6 CYLINDER; 220/127V; 60HZ; 63A; 3 PHASE; 24KV
138	1 PALLET USED OIL
139	1 LOT (2) DRUMS USED OIL (210 LITER CAPACITY)
140	1 LOT CANVASS AND PLASTIC SHEET
141	1 LOT SCRAP WOOD & WOODEN PALLET
142	1 LOT ASSORTED WATER PUMP HOSE; FLEXIBLE HOSE; STEEL CABLE, ANDF VIBRATOR HOSE.
143	1 LOT (2) UNITS SWIVEL CHAIR & 4- SEATER SOFA SET
<b>***END OF SALE***</b>	