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Live Public Auction

On

**Thursday March 21st to be held at
Chartis Insurance Office OPL Bldg.,
C. Palanca St. cor. Dela Rosa St.,
Legaspi Village, Makati City**

Start time 01:30pm

**40,000 KVA Delta AVR/UPS &
Branded Office Furniture and Equipment
from Insurance Company**

**Viewing
Wednesday 20th March
9am to 5pm
and morning of the sale.**

Bid Deposit of PHP 10,000 in Cash required

Catalog Price On-Site PHP10.00

IMPORTANT NOTES;

**THIS IS A SHORT NOTICE, SHORT
CLEARANCE SALE.**

**ALL ITEMS HAVE GOT TO BE
REMOVED BY SATURDAY 6PM
MARCH 23RD**

THEREFORE;

- **PAYMENTS WILL ONLY BE
ACCEPTED IN CASH.**
- **PAYMENTS NEED TO BE
MADE BEFORE FRIDAY 6PM
MARCH 22ND .**
- **THE BID DEPOSIT OF 10,000
PHP WILL ONLY BE
REFUNDED ONCE GOODS
HAVE BEEN CLEARED.**

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 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 March 22nd

Payments at site will ONLY be accepted on Thursday March 21st

After that, CASH payments will ONLY be accepted direct into our account, details as follows;

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 Saturday March 23rd

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 FOLDING CHAIR COLOR: BLACK
2 to 9	1 UNIT METAL BASE PLASTIC CHAIR COLOR: BLUE
10	1 LOT (2) UNITS CLERICAL CHAIR (1 W/ ARM REST & 1 W/O ARM REST)
11 to 14	1 UNIT (2) SEATER WAITING CHAIR COLOR: BLUE
15	1 UNIT (4) SEATER WAITING CHAIR COLOR: ORANGE
16 to 17	1 UNIT HIGH BACK EXECUTIVE CHAIR LEATHER W/ ARM REST COLOR:BLUE
18 to 20	1 UNIT METAL BASE VISITOR CHAIR W/ ARM REST COLOR: LIGHT BLUE
21 to 25A	1 UNIT METAL BASE VISITOR CHAIR W/ ARM REST COLOR: VIOLET
26 to 46	1 UNIT CLERICAL SWIVEL CHAIR W/ ARM REST COLOR: GREY
47 to 50	1 UNIT CLERICAL SWIVEL CHAIR W/ ARM REST COLOR: VIOLET
51 to 52	1 UNIT CLERICAL SWIVEL CHAIR W/ ARM REST COLOR: NAVY BLUE
53	1 UNIT CLERICAL SWIVEL CHAIR W/ ARM REST COLOR: RED
54 to 55	1 UNIT CASHIER CHAIR W/O ARM REST & W/ SWIVEL WHEEL COLOR: RED
56 to 61	1 UNIT CASHIER CHAIR W/O ARM REST & W/O SWIVEL WHEEL COLOR: RED
62 to 74	1 UNIT METAL BASE VISITOR CHAIR W/ ARM REST COLOR: ORANGE
75	1 LOT ASSORTED COLOR OF FILE BOX MAGAZINE; TAPE DISPENSER; PUNCHER; IN & OUT TRAY; ETC.
76	1 LOT (2) BOXES CONSISTING OF: FAX MACHINE; NUMBERING TAPE; TELEPHONE UNIT; ADDING MACHINE & CALCULATOR
76A	1 UNIT "SMART Q" QUEING NUMBERING MACHINE W/ MONITOR
77	1 LOT (5) BOXES FACE MASK
78 to 79	1 UNIT PRINTER TABLE W/ SWIVEL WHEEL & (2) SWING DOOR COLOR: OAK
80 to 81	1 UNIT STEEL BASE WOODEN ROUND TABLE COLOR: OAK
82	1 LOT (1) UNIT CORNER COMPUTER TABLE W/ (2) PCS. CORNER SHELF COLOR: OAK
83	1 UNIT WHIT BOARD SIZE: 4"X8"
84	1 UNIT CONFERENCE TABLE
85 to 112	1 UNIT STEEL MOBILE PEDESTAL W/ (3) DRAWER COLOR: BLACK
113 to 116	1 UNIT STEEL LATERAL CABINET W/ (3) DRAWER COLOR: GREY
117 to 119	1 UNIT STEEL LATERAL CABINET W/ (4) DRAWER COLOR: GREY
120	1 UNIT STEEL LATERAL CABINET W/ (4) DARWER W/ (1) COVER DAMAGED
121	1 UNIT EXECUTIVE TABLE W/ SIDE CABINET; (2) DARWER & (2) SHELF COLOR: OAK
122 to 124	1 UNIT WOODEN CABINET W/ (4) DRAWER COLOR: OAK
125	1 UNIT FOUR LAYER WOODEN BOOK SHELVE W/ (4) GLASS SWING DOOR
126 to 127	1 UNIT "CARRIER" SPLIT TYPE CEILING MOUNTED AIRCONDITIONER W/ CONDENSER & REMOTE CONTROL
128	1 UNIT "CARRIER" SPLIT TYPE CEILING MOUNTED AIRCONDITIONER W/ CONDENSER & W/O REMOTE CONTROL
129 to 132	1 UNIT SINGLE SEATER SOFA SET COLOR: YELLOW
133	1 UNIT WORK STATION TABLE W/ IN & OUT TRAY; KEY BOARD BASE COLOR: OAK
134	1 UNIT WORK STATION TABLE (7) CUBICLE W/ (10) TABLES (8) PCS. KEYBOARD BASE; (20) PCS. IN & OUT TRAY COLOR: OAK
135	1 UNIT WORK STATION TABLE (5) CUBICLE W/ (9) TABLES; (8) PCS. KEYBOARD BASE; (16) PCS. IN & OUT TRAY COLOR: OAK
136	1 UNIT WORK STATION TABLE (2) CUBICLE W/ (4) TABLES; (1) PC. KEYBOARD BASE; (6) PCS. IN & OUT TRAY COLOR: OAK
137	1 UNIT WORK STATION TABLE (3) CUBICLE W/ (4) TABLES; (4) PCS. KEYBOARD BASE; (4) PCS. IN & OUT TRAY COLOR: OAK
138	1 UNIT EXECUTIVE WORK STATION (2) CUBICLE; (2) TABLES; (2) SIDE CABINET W/ (2) DRAWER & SHELVES & (2) KEY BOARD COLOR: OAK

139	1 UNIT "PANASONIC" TWO DOOR REFRIGERATOR 220V COLOR: WHITE
140 to 145	1 UNIT STEEL LATERAL CABINET W/ (4) DRAWER COLOR: GREY
146 to 147	1 UNIT STEEL LATERAL CABINET W/ (4) DRAWER W/ (1) COVER DEFECT COLOR: GREY
148	1 UNIT STEEL CABINET W/ (8) DRAWER COLOR: GREY
149	1 UNIT WHITE BOARD W/ SWIVEL WHEEL
150	1 UNIT "ACME" SAFETY VAULT W/ (4) COMPARTMENT & KEY
151 to 152	1 UNIT WOODEN CABINET W/ (2) SWING DOOR COLOR: OAK
153	1 UNIT WORK STATION TABLE; (6) TABLES & (56) PIGEON HOLE COLOR: OAK
154	1 UNIT WORK STATION TABLE; (2) CUBICLE; (2) TABLES; (4) PCS. IN & OUT TRAY & (1) KEY BOARD BASE
155	1 LOT (2) UNITS "DELTA" AVR & BATTERY CABINET; MODEL: GES403NH; 220V; TOTAL POWER MAX: 40,000VA/ 32,000W
156	1 UNIT TWO LAYER STEEL FILLING CABINET W/ SAFETY VAULT
157 to 158	1 UNIT VISITOR CHAIR W/ ARM REST COLOR: NAVY BLUE
159 to 160	1 UNIT TWO SEATER SOFA SET W/ ARM REST COLOR: YELLOW
161	1 UNIT SIDE TABLE ROUND GLASS TOP
162	1 UNIT ROUND GLASS CONFERENCE TABLE W/ (7) PCS. METAL BASE CONFERENCE CHAIR
163	1 UNIT COMPUTER KIOSK
164 to 165	1 UNIT PIGEON HOLE W/ LOCKING KEY COLOR: WHITE
166	1 UNIT WOODEN CABINET W/ (3) SWING GLASS DOOR
167	1 UNIT WORK STATION TABLE (1) CUBICLE; (2) TABLES; (1) KEY BOARD BASE & (2) PCS. IN & OUT TRAY
168	1 UNIT WORK STATION TABLE (1) CUBICLE; (2) TABLES; (1) KEY BOARD BASE
169	1 UNIT STEEL LATERAL CABINET W/ (4) DRAWER COLOR: GREY
170	1 UNIT "CARRIER" WINDOW TYPE ROOM AIRCONDITIONER 220V
171	1 UNIT COFFEE TABLE
172	1 UNIT MOBILE WOODEN PEDESTAL W/ (3) DRAWER COLOR: GREY
173	1 UNIT STEEL MOBILE PEDESTAL W/ (3) DRAWER COLOR: GREY
174 to 179	1 UNIT STEEL MOBILE PEDESTAL W/ (3) DRAWER COLOR: BLACK
180	1 UNIT FOUR LAYER WOODEN BROCHURE RACK COLOR: BROWN
181 to 205	1 UNIT CLERICAL CHAIR SWIVEL WHEEL W/O ARM REST COLOR: BLACK
206	1 UNIT THREE SEATER COMBO TYPE WAITING CHAIR COLOR: YELLOW
207 to 209	1 UNIT CLERICAL CHAIR SWIVEL WHEEL W/ ARM REST COLOR: BLUE
210 to 212	1 UNIT VISITOR CHAIR CHROME PLATE BASE W/ ARM REST
213 to 215	1 UNIT STEEL MOBILE PEDESTAL W/ (3) DRAWER COLOR: BLACK
216	1 UNIT STEEL LATERAL CABINET W/ (3) DRAWER COLOR: GREY
217	1 UNIT WORK STATION TABLE (6) TABLE; (3) KEY BOARD BASE; (6) DRAWER COLOR: OAK
218 to 225	1 UNIT METAL BASE CLERICAL TABLE COLOR: OAK SIZE: 47 1/2"X18"
226	BLANK LOT
227 to 229	1 UNIT METAL BASE CLERICAL TABLE COLOR: OAK SIZE: 71"X18"
230	1 UNIT CONFERENCE TABLE COLOR: OAK SIZE: 79"X31 1/2"
231	1 UNIT "MARUBISHI" STAN FAN 220V; 16"
232	1 UNIT "CAMEL" DESK FAN 220V; 16"
233 to 234	1 UNIT "PANASONIC" STAND FAN 220V 16"
235	1 UNIT MARTIN YALE SHREDDING MACHINE
236	1 UNIT INTIMUS 50 SHREDDING MACHINE
237 to 241	BLANK LOT
242	1 BOX (10) PCS. ASSORTED BRANDS OF TELEPHONE
243	1 BOX (15) PCS. ASSORTED BRANDS OF TELEPHONE
244 to 245	1 BOX (16) PCS. ASSORTED BRANDS OF TELEPHONE
246 to 250	1 UNIT "CASIO" ADDING MACHINE
251	1 UNIT "SANYO" ADDING MACHINE
252	1 UNIT "MONROE" ADDING MACHINE
253 to 260	1 UNIT "PANASONIC" FAX MACHINE
261	1 LOT (10) UNITS "TURN - O - MATIC" TICKET DISPENSER MODEL: D900 W/ (4) STAND FAN & (14) ROLLS NUMBERING TICKET

262	1 LOT THERMAL FAX PAPER SIZE: 210MMX30M; "SONY" 3.5 HD FLOPPY DISK; PUNCHER; TAPE DISPENSER & STAPLER
263	1 UNIT WHITE BOARD W/ MAGNETIC MARKER & ERASER
264	1 UNIT BIEW TECH PROJECTOR
265	1 LOT MAGAZINE FILE BOX; IN & OUT TRAY; MAGZINE RACK; RING/ MECHANI 2M BINDER & BROCHURE FOLDER
266	1 UNIT "PROTECH" SAFETY VAULT W/O KEY
267	1 UNIT "VALERIANO" SAFETY VAULT W/ KEY
268	1 UNIT "HONEYWELL" SAFETY VAULT W/ KEY
269	1 LOT (3) UNITS CASH BOX W/ KEY
270 to 271	1 UNIT "CARRIER" WINDOW TYPE AIRCON
END OF SALE	