

Astoca Philippines Inc, Unit 102 Jolliland, 670 EDSA, Pasay City, Metro Manila. Tel; 02 853 0421 Fax; 02 857 2129 Email; info@astoca.com

# Live Public Auction On

Tuesday August 13<sup>th</sup> to be held at SAP Office 32nd Floor CITIBANK TOWER Paseo De Roxas Makati City

Start time 02:00pm

High Quality Office Furniture and Equipment, Airconditioning Units, UPS 20KVA, PABX, Lenovo Desktop and many more

Viewing
Monday 12<sup>th</sup> August
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 <u>HAVE GOT TO BE</u> REMOVED BY THURSDAY AUGUST 15TH

## THEREFORE;

- PAYMENTS WILL <u>ONLY</u> BE ACCEPTED IN CASH.
- PAYMENTS NEED TO BE MADE <u>BEFORE</u> WEDNESDAY 6PM AUGUST 14TH.
- THE BID DEPOSIT OF 10,000 PHP WILL ONLY BE REFUNDED ONCE GOODS HAVE BEEN CLEARED.

## **Upcoming Auctions**

**AUGUST 17** (PUBLIC LIVE AUCTION)

ASTOCA ANGELES WAREHOUSE

IMPORTED INDUSTRIAL POWER AND HAND TOOLS,

ELECTRIC MOTORS AND COMPONENTS AND

DOMESTIC APPLIANCES

NOTE: SIMULTANEOUS WEBCAST BIDDING AT

www.ironbids.com

AUGUST 29 (ONLINE AUCTION)

ASTOCA ANGELES WAREHOUSE

FARM TRACTORS AND AGRICULTURAL

**IMPLEMENTS** 

AUGUST 29 (ONLINE AUCTION)

ASTOCA ANGELES WAREHOUSE

HEAVY EQUIPMENT AND CONSTRUCTION PLANT

MID SEPT (PUBLIC LIVE AUCTION)

FLEXO MANUFACTURING PLANT

**EQUIPMENT, CONSUMABLES & SCRAP** 

visit <u>www.asiabidco.com</u> to view our upcoming auctions to know more about ASTOCA visit <u>www.astoca.com</u>

## **Consignment Notice**

Have an inventory of items and no where to put it in? Do you want this valuable assets turns into cash? Then what are you waiting for? Consign it with us.

Astoca Philippines, Inc. is accepting consignments of all sorts, from Household Appliances, Office Equipment & Furniture, Generators, Aircons to Industrial Machineries and even Construction Equipment.

Have your valuable assets in better and reliable hands.

Consign it with us.

For more details regarding consignments please call (02) 853-0421,

and we will be glad to accommodate you.

#### General Terms And Conditions

#### 1 Application of these General Conditions

- 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 Auctionee

#### 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
- 6.6 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.
- 5.9The Auctioneer shall in every other respect decide how the Auction is to be conducted and without being required to give a reason.
- 5.10The 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
- 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
- (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
- 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
- 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

10.1No 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 (ONLY ON BUYER'S PREMIUM) will be charged on the sale and added to the final bid price.

Eg; Bid 1,000 then 15% Buyer's Premium is = 150 then 12% Vat on the 150 BP = 18 so Grand Total is 1000 + 150 + 18 = 1,168

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 Wednesday August 14th
Payments at site will ONLY be accepted on Tuesday August 13th
After that, CASH payments will ONLY be accepted direct into our account,
details as follows;

Account name; Astoca Philippines Inc Bank; Union Bank, Bicutan branch Account number; 00-253-000156-5

or

Bank; BDO Magallanes

Account number: 002028010427

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

#### Removal:

A copy invoice is required for removal of goods.

All goods must be removed on or before Thursday August 15th
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 LOT (4) PCS DINING CHAIR COLOR; RED  |
| 2                 | 1 LOT (3) PCS DINIG CHAIR COLOR; BROWN   |
| 3                 | 1 LOT (3) PCS DINIG CHAIR COLOR; WHITE   |
| 4                 | 1 PC MEDIUM SIZE ROUND TABLE WITH STEEL BASE COLOR; BEIGE                                    |
| 5                 | 1 PC MEDIUM SIZE ROUND TABLE WITH STEEL BASE COLOR; WHITE                                    |
| 6 to 9            | 1 PC SMALL ROUND TABLE WITH STEEL BASE COLOR; GREY   |
| 10 to 11          | 1 PC SMALL ROUND TABLE WITH STEEL BASE COLOR; BROWN  |
| 12                | 1 LOT ASSORTED KITCHEN UTENSILS, PLATES, SAUCER, CUPS  |
| 13                | 1 UNIT ASAHI OVEN TOASTER  |
| 14                | 1 UNIT DIGITAL 220V LG MICROWAVE   |
| 15                | 1 UNIT MANUAL 220V AMERICAN HOME MICROWAVE   |
| 16 to 17          | 1 UNIT 7 CU FT PANASAONIC REFRIGERATOR 220V COLOR; GREY                                      |
| 18                | 1 LOT ASSORTED SIZES OF ROLL UP BLINDS   |
| 18a               | 1 LOT ASSORTED TYPE OF TRASH CANS  |
| 19 to 54          | 1 PC SWIVEL CLERICAL CHAIR COLOR; GREY   |
| 55 to 62          | 1 PC SWIVEL CLERICAL CHAIR COLOR; BLUE   |
| 63 to 68          | 1 PC SWIVEL MANAGERS CHAIR COLOR; STRIPE   |
| 69                | 1 PC SWIVEL HIGH BACK EXECUTIVE CHAIR COLOR; BLACK   |
| 70 to 114         | 1 UNIT VISITORS CHAIR WITH CHROME STEEL BASE COLOR; GREY                                     |
| 445               | 4 UNITS DEFFECTIVE VISITORS CHAIR WITH CHROME STEEL BASE COLOR;                              |
| 115               | GREY   |
| 116 to 167a       | 1 UNIT 3 DRAWERS MOBILE PEDESTAL   |
| 168 to 175<br>176 | 1 UNIT 2 DRAWERS MOBILE PEDESTAL   |
| 177 to 189        | 1 UNIT 2 LAYERED LATERAL FILING STEEL CABINET  1 UNIT 3 LAYERED LATERAL FILING STEEL CABINET |
| 190 to 191        | 1 UNIT 4 LAYERED LATERAL FILING STEEL CABINET  |
| 190 to 191        | 1 UNIT STEEL FILING CABINET WITH SLIDING DOOR  |
| 192 10 190        | 1 LOT (2) UNITS WOODEN CLERICAL TABLE SIZES; 23 1/2" X 35" AND 23 1/2" X 39                  |
| 197               | 1/2" COLOR; WHITE  |
| 198               | 1 LOT (3) UNITS OF ASSORTED SIZES WOODEN TABLE COLOR; WHITE                                  |
| 199 to 202        | 1 UNIT L TYPE WORKSTATION TABLE COLOR; WHITE   |
| 203               | 1 UNIT L TYPE ROUND END WORKSTATION TABLE COLOR; WHITE                                       |
| 204               | 1 UNIT RECTANGULAR TABLE COLOR; WHITE  |
| 205               | 1 LOT WORKSTATIONS WITH 6 TABLES AND 5 PANELS  |
| 206               | 1 LOT WORKSTATIONS WITH L SHAPE TABLE AND 6 PANELS   |
| 207 to 208        | 1 UNIT BACK TO BACK WORKSTATION WITH TABLE   |
| 209               | 1 UNIT WORKSTATION WITH TABLE AND 3 PANELS   |
| 210               | 1 LOT WORKSTATIONS WITH 3 CUBICLES AND 3 TABLES  |
| 211               | 1 LOT WORKSTATIONS WITH 5 CUBICLES AND 5 TABLES  |
| 212               | 1 LOT WORKSTATIONS WITH 19 CUBICLES AND 19 TABLES  |
| 213 to 214        | 1 UNIT U SHAPE WORKSTATION WITH TABLE  |
| 215               | 1 LOT (2) UNITS WHITE BOARD AND (2) UNITS CORK BOARD   |
| 216               | 1 LOT (2) UNITS FLIP CHART WITH STAND  |
| 217 to 218        | 1 UNIT ELECTRONIC WHITE BOARD  |
| 219 to 221        | 1 UNIT HP PRINTER LASER JET 4250N  |
| 222               | 1 UNIT HP PRINTER LASER JET 4300N  |
| 223               | 1 UNIT HP PRINTER LASER JET 4650   |
| 224               | 1 UNIT HP PRINTER LASER JET 1100   |
| 225               | 1 LOT (1) UNIT FAX MACHINE AND (1) UNIT BINDING MACHINE                                      |

| 226        | 1 LOT (7) UNITS DEFECTIVE MULTIMEDIA PROJECTOR  |
|------------|---|
| 227 to 229 | 1 UNIT "EPSON" MULTI MEDIA PROJECTOR  |
| 230        | 1 UNIT "NEC" MULIT MEDIA PROJECTOR  |
|            | 1 SET SOUND SYSTEM INCLUDING AMPLIFIER, MICROPHONE SYSTEM,  |
|            | WIRELESS MICROPHONE, AUDIO SWITCHER, POWER SUPPLY, 3 UNITS CEILING  |
| 231        | MOUNTED SPEAKER & CABINET   |
| 232        | 1 UNIT MOTORIZED PROJECTOR SCREEN   |
| 233        | 1 UNIT BOARD ROOM TABLE OVAL SHAPE WITH DESIGNS   |
| 234        | 1 UNIT CONFERENCE TABLEOVAL SHAPE WITH DESIGNS  |
| 235        | 1 UNIT PROJECTOR SCREEN   |
| 236 to 237 | 1 UNIT ROUND GLASS TOP CENTER TABLE   |
| 238        | 1 UNIT SQUARE GLASS TOP CENTER TABLE  |
| 239        | 1 UNIT GLASS BODY RECEPTION TABLE   |
|            | 1 SET HOME THEATER WITH "PHILIP" DVD, "KONZERT" AMPLIFIER AND (2)   |
| 240        | SPEAKERS  |
| 241        | 1 UNIT NORTEL PABX OPTION 11  |
| 242        | 1 LOT 54 UNITS ASSORTED BRAND OF TELEPHONE UNIT   |
| 243 to 274 | 1 UNIT WOODEN COMPUTER TABLE COLOR; BEIGE   |
|            | 1 SET DESKTOP COMPUTER, LENOVO M90P, DEV-HDD, 4GB, (5498 - AE8) WITH                                      |
| 275 to 301 | DISPLAY TF 21.5" HP ZR22W (VM626A4)   |
|            | 1 SET SOUND SYSTEM INCLUDING AMPLIFIER, MICROPHONE SYSTEM,  |
| 302        | WIRELESS MICROPHONE, AUDIO SWITCHER, POWER SUPPLY, 3 UNITS CEILING MOUNTED SPEAKER & CABINET              |
| 303 to 304 | 1 UNIT ROLL UP PROJECTOR SCREEN   |
|            |   |
| 305 to 306 | 1 UNIT "CARRIER" 3-TR AIRCONDITION 40L X 060  |
| 307        | 1 UNIT CCTV (DVR + 3 CAMERA)  |
| 308        | 1 LOT (3) UNITS CRT MONITOR   |
| 309        | 1 UNIT CISCO CATALYST 5406 SERVER ACCESSORIES, RELAY 01, CISCO 2600, REMOTE POWER CONTROL, AND CISCO 2800 |
| 309        | 1 LOT (4) UNITS ASSORTED BRAND CPU, 1 UNIT BACK UPS, CDR, DATA SWITCH,                                    |
| 310        | POWER CONTROL & WIRE EXTENSION  |
| 311        | 1 UNIT DELTA NH + UPS 20KVA N+1 WITH PROBE SENSOR   |
| 312        | 1 UNIT "SARGENT MEENLE" SAFETY VAULT WITH KEY   |
| 313        | 1 ASSEMBLY "HAMMOND" ISOLATION TRANSFORMER  |
| 314 to 327 | 1 UNIT WOODEN DOOR WITH DOOR KNOB   |
| 314 10 327 |   |
| 320        | 1 LOT (3) UNITS EMERGENCY LIGHT   |

## \*\*\*End of SALE\*\*\*