

On the Instructions of Mr Andrew Byrne and Mr David Van Dessel of Deloitte.

RE: MICHAEL BYRNE CRAFT BUTCHERS LIMITED (In Voluntary Liquidation)

For Sale By **TENDER** (In Lots)

Modern Retail Butcher



TENDERS To be received by 5PM Friday 23rd September 2022
VIEWING Strictly by PRE-BOOKED Appointment on Thursday 22nd September 2022
(See viewing notes in notice to purchasers)
(All appointments for viewing must be pre booked)
LOCATION Castlebridge, Co Wexford.

Cooney Industrial Auctions Ltd. Tel 00 353 1 4508234
U1 North Park Mob 087 2248344
North Road Email info@cooney.ie
Dublin 11 PSRA Licence No. 001585



cooney.ie

COONEY 
Industrial Auctioneers & Valuers



NOTICE TO PURCHASERS

TENDER	MICHAEL BYRNE CRAFT BUTCHERS LIMITED (In Voluntary Liquidation)
LOCATION/PREMISES	The Lots are located at Castlebridge, Co Wexford, Y35 K188.. contact +353 87 2248344 on day of viewing.
TRAVEL	About 148km (1hr 40mins) from Dublin International Airport www.daa.ie ,
VIEWING	<p>The Lots are available for viewing at the above premises on Thursday 22nd September 2022 between the hours of 10AM and 4PM only. (STRICTLY by prior booked appointment.</p> <p>COVID-19 restrictions have now lifted, however, we ask that all attendees still observe common curtesy to others in relation to social distancing and sanitising. Following Guidance from both The HSE and the PSRA in relation to COVID-19 www.hse.ie www.psr.ie</p> <p>Upon Booking Appointment, all parties attending must furnish the Auctioneers with the Names and contact numbers of attendees (A Maximum of 2 Attendees per party). NO CHILDREN ALLOWED ON SITE</p> <p>Viewing will be time limited to 1 hour due to logistics. When you arrive at viewing location please remain in your vehicle and at the allotted time please contact 087 2248344 and follow instructions.</p> <p>As attendees may wish to physically touch items included in lots all Attendees must have with them appropriate PPE including single use gloves which have not been used before, and a suitable face mask or visor. Other items of PPE including High-Vis Vest, Hard hat, protective footwear and eyewear etc. are recommended.</p> <p>All protective PPE should be taken away and disposed of in the correct manner by all parties.</p> <p>Viewing may be restricted at certain times for Health and Safety Reasons at the utter discretion of the Auctioneers. All visitors to the site must sign in and sign out of the site</p>
SITE SAFETY	<p>All visitors to the site are reminded that all such visits are entirely at the risk of the visitor and all visitors should take appropriate measures including but not exclusively in regard to providing themselves with appropriate PPE for their visit.</p> <p>All visitors must follow the instructions of staff and security at the premises and should not attempt to access any area indicated as not accessible.</p>



	All collections shall be carried out in accordance with the instructions of the Auctioneers and in full compliance with HSE and PSRA recommendations and regulations in relation to COVID-19 safety.
VALUE ADDED TAX (VAT)	23% VAT will be charged on all purchases made (WHERE APPROPRIATE) and will also be charged at the same rate on Auctioneers Fees.
AUCTIONEERS COMMISSION	15% of purchase price plus VAT at the rate of 23%, these fees are payable by all parties and are non-negotiable
MONEY LAUNDERING	Cooney Industrial Auctions Ltd T/A Cooney have reporting duties under relevant Anti Money Laundering Legislation.
COVID-19	All parties should make themselves aware of any requirements of the HSE or PSRA, and comply with same.
<u>TENDER CONDITIONS</u>	All tenders are strongly advised to read and fully acquaint themselves with the conditions of tender which are included in the Tender Documents. Signing the tender form deems full acceptance of the conditions of tender and in particular that the lots are sold 'as is where is' without any warranty whatsoever, expressed or implied.



TERMS AND CONDITIONS OF TENDER

1. All offers are to be made in writing and submitted to Cooney Industrial Auctions Ltd by **5.00PM on Friday 23rd September 2022**. **Completed Tenders should be sent by email only to tender@cooney.ie with original document to follow by post , or completed documents ,may be dropped into our office at U1 North Park, North Road, D11** All bids are to be made on the official tender document, this document should be completed and returned in full, with the Tender Form completed and signed. Each tender where the total amount of the bids being placed is in excess of €5,000.00 should be accompanied by a deposit in the form of **EURO** Bankers draft or Funds Transfer (Bank Details as at Notice to Purchasers) equal 20% of the amount tendered. All Tenders submitted remain open until **Friday 7th October 2022** up to which time it may not be withdrawn. These conditions and the forms and schedules annexed thereto are to be treated as one document and read as such.
2. The successful Tenderer(s) whose tender(s) are accepted for particular lot(s) shall be the purchaser(s) thereof and shall be informed of acceptance no later than the close of business on **Monday 26th September 2022 (unless altered at the auctioneers discretion)**. Unsuccessful Tenders shall be informed of the failure of their bid(s) no later than the above date and any deposit shall be refunded in full and shall be sent in accordance with the detail indicated on their tender form. Notification of success or failure of bid shall be send by facsimile transmission, email, or may be notified by telephone or text message, the auctioneers the Liquidator and the vendor do not accept responsibility for tenders sent with inappropriate or unresponsive methods of communication and accept no responsibility for failure to notify.
3. The purchaser shall after notification of acceptance pay to **Cooney Industrial Auctions Ltd** no later than **Tuesday 27th September 2022 (Or within 1 day of notification of acceptance)** the balance of money due, this being the amount of the bids accepted plus VAT@23% thereon along with Auctioneers Fees at **15%** with VAT on these Fees @**23%** less any amount already paid as deposit. This amount shall be informed to the purchaser upon notification. In this regard time is of the essence of the contract. Purchasers are required to pay the balance of money due in **EURO** by means of **Bankers Draft or Credit Transfer only**. Credit Transfer Details are provided in the notice to Purchasers section of the catalogue. Payment must be made full before the dismantling or removal of lots. Should the purchaser default in payment or miss a contractual transaction date, the Vender and or the Auctioneer is free to re offer the lot (s) for resale and to transact a sale without reference to the purchaser. Any amounts of money paid at the point of default by the purchaser are forfeit to the benefit of the Vendor. The Vendor or Auctioneer are not obliged to account to the purchaser for any such amounts forfeit or for the amount or manner of the resale of the lot(s) in question.
4. The vendor is not obliged to accept the highest or any bid made for any Lot(s). The vendor will not consider conditional or provisional tenders. The vendor or their agents are permitted to negotiate with potential purchasers prior to and after the tender deadline and at their discretion accept tenders delivered after the tender deadline. The Client, Vendor and the Auctioneer may their discretion set and /or amend reserves, without any liability. Reserves may or may not be disclosed. The Client and the Auctioneer reserves the right to bid on any lot(s) up to the reserve price or to sell any lot(s) prior to the sale or acceptance date.
5. The purchaser shall be charged VAT on the amount of each lot at the rate of 23% or the rate applicable at the time of taxable delivery, unless the purchaser provides the Auctioneers with confirmation in writing from the revenue commissioners that the lot is exempt or Zero rated for VAT purposes. Should a purchaser be VAT registered outside the Republic of Ireland but within the EU they shall pay all VAT due to the Auctioneers and can obtain a refund from the Auctioneers upon the provision of proof of export of asset to their home country within the EU a copy of their VAT registration certificate must be provided to the Auctioneers along with their tender.



Likewise all purchasers from outside the EU shall pay all VAT due to the Auctioneers and upon provision of appropriate proof of export shall receive a full refund of the amount of said VAT from the Auctioneers. Should the purchaser delay the export of the goods beyond 8 weeks after payment the Auctioneers will pay over any VAT so charged to the Revenue Commissioners, to whom the purchaser shall have to apply directly for a refund of any VAT paid.

Purchasers shall pay Auctioneers commission at the rate of **15%** on the amount of their purchases with VAT thereon at the rate of 23% or the applicable rate.

6. Tenders submitted by a company or corporate entity must be signed by a director or company secretary and should state the capacity in which they sign it. Tenders submitted by a partnership shall be signed by a partner or on behalf of the partnership and should state the names of all partners to the partnership.
7. All purchaser will be afforded an opportunity to inspect the lots and shall be regarded as having thoroughly inspected and acquainted themselves with the condition and content of each lot purchased by them and that they have purchased each lot subject to all faults, deficiencies, imperfections and errors (if any) of description therein. No allowance whatsoever shall be allowed in respect of any such fault, imperfection, error or any difficulty of access. No warranty or representation is given or implied that any Lot, is of merchantable quality or that it is fit for the purpose for which it is intended or that any lot conforms to any description whether as to purpose, quality or quantity or otherwise notwithstanding that the vendor its agents or servants may know of any such purpose and it is a condition that any such warranty or representation (howsoever arising) is expressly excluded. Each purchase warrants that they do not deal or purchase as a consumer in relation to the vendor for any of the equipment and items comprising any lot and that they are purchasing or acquiring such equipment and items comprising any lot in the course of their trade, business or profession and that the exclusion of warranties as herein provided is reasonable. To this end the signature of the purchaser on the tender document is acceptance of this in relation to any lot(s) purchased. Each purchaser is hereby required to ensure that the use of such equipment or items comprising a lot or lots in a place of work is fully in compliance with any relevant Act, Regulation or Statutory Instrument governing the safe and legal use of such equipment or item and hereby indemnifies the Vendor their servants or agents against any claim or action arising from their failure to do so. Any statement of mileage, hours of use, impression counts or any other measure of usage are given in good faith and all purchasers need to satisfy themselves as to the accuracy of any such statements. no liability shall attach to the Liquidator or Auctioneer their agents or servants for any error in such a statement.
8. Upon notification to successful purchasers each lot shall be at the sole risk of the purchaser. However title in each lot shall pass only on the removal of goods from the premises, and after full and final payment. All purchasers are strongly advised to effect appropriate insurance on their goods while they remain on the premises. All Lots must be removed without fail from the premises at the purchaser's expense and in such order as the Auctioneers or their representative shall direct **not later than 5PM on Thursday 29th September 2022**. After this time any Lot(s) remaining on the premises will be liable for rent, rates, taxes, men's wages and expenses, and will also be liable to be removed from the premises and left outside at the purchasers cost and risk in all respects. After payment has been made in full the purchaser shall be entitled to gain access to the necessary areas of the premises **on a scheduled basis on available dates between Wednesday 28th and Thursday 29th September 2022 (No Access at Weekends or on Bank Holidays) strictly between the hours of 10 AM to 4 PM** for the purposes of dismantling and/or removing their lot(s). Purchasers will be informed of the dates available to them for removal at the time of notification, these dates must be strictly adhered to unless alternative arrangements are made with the Auctioneers in advance. Purchasers should note that time is of the essence in this regard. Neither the vendor nor the Auctioneer will be held responsible for any lot(s) while on the premises.



9. **Purchasers are hereby notified and accept that all removals shall be supervised by the auctioneers and/or vendors in regard to the timing of removals. The auctioneers and/or vendors directions must be adhered to and shall be final and binding on all parties.**

PURCHASERS should note that the transportation of items offered in this sale may require special handling and / or transportation solutions to comply with legislation and that in all instances this responsibility will rest with the purchaser who shall be regarded as being the owner of these goods in this regard. The purchaser specifically indemnifies the Auctioneer, The Vendor, the liquidator and their agents from any action arising from their failure to comply with any such requirements. Without prejudice to any other condition of sale contained herein The act of submitting any bid is taken as acceptance of this condition specifically.

In the event that certain lot(s) obstruct the removal of other lot(s), the purchaser of the obstructing lot(s) will be obliged to remove their lots(s) immediately upon request and if they fail to do so, the Auctioneer is entitled, at the cost of the said purchaser, to dismantle, move and / or remove the particular lots.

if a purchaser is appointing a contractor to remove their goods, such contractors details shall be included with the tender document along with Method statements, Removal plan, Risk assessment and complete Insurance details. If a purchaser is using the services of the pre-approved site contractor, these details have already been provided by same.

10. Any articles found in, on, around, under or near any lot(s) and not mentioned in this document shall be reserved by the Auctioneer for the vendor and are not be considered as part of any lot(s).
11. The purchaser shall disconnect all supports, pipe-work, cabling, switchgear and other fittings and connections to any lot where marked or as indicated by the Auctioneers or their representatives. All pipework, electrical connections or services associated with any lot, are not considered part of the lot and shall be disconnected at the nearest point to the Lot as indicated by the Auctioneers, whose decision is final and binding in this matter. The purchaser shall be responsible for all damage that it, its carriers, servants or agents may do to the premises or the property of a third party. The Auctioneers may require the purchaser to deposit such sum of money with them by way of security for making good all such damage as may be likely to be occasioned by the removal of a lot or lots. Should a purchaser refuse to lodge such moneys the Auctioneer may refuse the purchaser access to the premises for the purpose of collecting all or any of the lot(s) as purchased and Condition 17 of these conditions of tender shall apply.
- No use shall be made of the roof structure or any other part of the premises for lifting or other purposes in connection with removal of any lot(s). No flame cutting or abrasive cutting equipment shall be allowed to be used on the site. Should the purchaser have any requirements in relation to the removal of any barrier to the removal of their goods they will be required to submit a detailed plan for the removal and reinstatement of any such barrier which must be approved by the vendor and the auctioneer, all purchasers are so advised to fully inspect the location of their purchases prior to bidding.
12. No liability will be accepted by the Landlord, Vendor or the Auctioneers for personal injuries of any description and from whatsoever causes arising, sustained by any person whilst on the premises for the purpose of inspection or during the sale or whilst removing any lot(s) from the premises in connection with the sale. Each purchaser shall be responsible for and will realise indemnify the vendor, its agents and servants from and against any liability whatever in relation to each lot or otherwise for, personal injury to any person (whether fatal or otherwise), Loss or damage to any property, and, any other loss, damage, actions, proceedings, costs, claims, demands, expenses or charges however arising, present or future (except where the same shall be proved to have been caused solely by the negligence of the vendor its servants or agents). The purchaser shall maintain full and adequate insurance in respect of the risks specified in these conditions including without limitation, and shall if requested by the Auctioneers furnish satisfactory evidence of such insurance.



13. Regardless, it shall be assumed at all times by the Vendor and the Auctioneers that this insurance cover is in place.
14. Each purchaser **shall at their own expense provide all vehicles, equipment and labour necessary for the safe and efficient removal of lots purchased by them**. This also includes any such resources required for satisfactory re-instatement of the premises. If in any case it shall be necessary for the purchaser to use cutting or lifting equipment for the removal of any lot, the purchaser shall prior to the use of any such equipment furnish the Auctioneers with evidence of insurance cover in respect of all damage that may be caused to the premises or any lot as a result of the use of such equipment.
15. **Children shall not be permitted to enter on the premises**, whether alone or accompanied by an adult at any time. Any child that obtains access to the premises by any means shall be deemed to be there at their own risk (or adults risk if accompanied by an adult). Having regard to the nature of the premises Such children or their guardians or parents shall have no claims against the vendor its servant or agents the Auctioneers in respect of any personal injuries sustained (whether fatal or otherwise) however caused or incurred.
16. The vendor its servants or agents shall not be liable for any loss, damage, or injury occasioned to any purchaser, their servants or agents or to any other person or other property which may be caused by any defects, imperfections, malfunctions in any lot or lots. Likewise the vendor its servants and agents shall not be liable for any loss, damage or injury caused to any person by contamination or noxious substances whether on the premises of the vendor or contained within any lot purchased by the purchaser.
17. The vendor reserves the right to alter, divide, group or withdraw any lot or lots before or after the tender date. The vendor reserves the right to sell any lot or lots prior to tender. In the event of any item being withdrawn from sale the vendor their servants or agents shall not be liable for any costs or expenses incurred by the prospective purchaser. The vendor is not obliged to accept the highest or any bid for any lot or lots.
18. In the event of any dispute or difference arising concerning any lot or the interpretation of these conditions, the same shall be settled by the Auctioneers, whose decision shall be final and binding on all parties concerned.
19. If the purchaser shall make default in payment of their purchase money or neglect to comply fully with these conditions or any of them, all money paid by them, their servants or agents at the time of default or neglect shall be forfeited to the vendor. The vendor shall be at liberty to re-sell the lot or lots at such time and in a manner as they may deem proper without notice to the party or parties making default, either by public or private contract, and with any deficiency being payable immediately by the defaulting or negligent purchaser. In case of non-payment by the purchaser, any amount owing to the vendor shall be recoverable as and for liquidated damages. This condition shall not prejudice the right of the Vendor or the Auctioneers to enforce any contract made hereunder and the failure of the party whose tender(s) is accepted to pay in full within the time specified shall constitute a material breach of conditions entitling the vendor to terminate the contract or to sue the purchaser for specific performance, for damages or both. The vendor shall be entitled to interest on any balance of the purchase money remaining unpaid from the closing date, up to the date of actual completion at a rate of 20% per annum compounded on a calendar monthly basis.
20. Each Tender and any contract made hereunder shall in all respects be construed and executed in accordance with the laws of the Republic of Ireland.
21. Nothing within these Conditions or in any agreement or matter connected with these conditions shall in any way affect the Estate, person or property of the Liquidator, Auctioneer, Agents or Vendors.
22. In this catalogue and tender document quantities relating to any lot(s) are given in good faith for guidance purposes only and purchasers must confirm any such quantities or amounts for themselves before completing and signing their Tender.



23. The attention of all bidders is drawn to the fact that Cooney Industrial Auctions Ltd. T/A Cooney is a designated body under the terms of the *CRIMINAL JUSTICE (MONEY LAUNDERING AND TERRORIST FINANCING) ACT 2010* linked legislation and amendments, Acts and Instruments, countermanding legislation. As such a requirement may exist whereby proof of identity and address may be required from successful bidders.
24. All additional sales completed after the tender sale are likewise subject generally to these conditions of Tender, likewise all or any additional notifications or conditions issued, appended or attached to these conditions should be treated as part of the conditions of Tender.
25. While the Vendor has made reasonable efforts to delete all personal data (within the meaning of the Data Protection Act 1988) from the hardware, equipment, software and any databases, residual personal data may be present in or on same. The Purchaser hereby undertakes & agrees that it shall, immediately on same coming to its notice, delete any residual personal data (within the meaning, of the Data Protection Act 1988) contained on or in the hardware, equipment and/or software or in any databases and that it shall not use same for any purposes whatsoever, and hereby indemnifies and hold harmless the Client, the Vendor and The Auctioneer from and against all costs, claims and liabilities of whatever nature arising out of or in connection with any breach of the undertaking in this clause. All information collected by Cooney Industrial Auctions Ltd T/A Cooney will be utilised and retained for a period of up to 7 years, in accordance with our Privacy Policy and GDPR regulations. Our privacy policy is available at www.cooney.ie/privacy
26. Force Majeure, neither the Client, the Vendor nor the Auctioneer shall be held responsible for any interruptions caused by events beyond the control of any party such as adverse weather, war, any industrial action etc. Neither the Client, The Vendor nor The Auctioneer shall have any liability towards any consequential loss arising thereof.

This includes any interruption caused by any government announcement or regulation which restricts the movement of people or goods or likewise limits business activity within the Republic of Ireland.

In the event that after the acceptance of bids the sale procedures have to be stalled due to such an event, no liability shall attach to the Liquidator, Vendor or Auctioneer for any such delay nor for any consequential losses or costs whether real or contingent resulting from same.

In such a circumstance the sales procedure shall be stopped upon the issuance of any statement relating to any such restriction and restart upon the lifting of same.



SPECIAL NOTE

Without prejudice to any terms contained within the conditions of Tender, the Removal of All lots whether specified or not will be subject to the provision, by the bidder, of a detailed method statement in relation to the removal of lot(s) which they might purchase.

This will require the bidder to outline the proposed method of removal proposed for specific lot(s) and should include, but may not be limited to,

- detail of methodology to be employed,
- health and safety statement and Risk analysis,
- resources to be employed, including machinery, equipment, tools and materials which will be brought on site. All required certification for all such equipment, tools or materials should be included.
- contractors to be used along with detail of their suitability for the task to be undertaken
- proof of the presence of appropriate insurance for the tasks to be undertaken.

Please liaise with the Auctioneers in relation to the format and content of such submissions.

It should be understood that any machinery, equipment, tools or materials brought on site should be in compliance with any relevant requirements, regulations and laws which might apply to its use and operation. Should this be found to not be the case then the Auctioneer, Vendor and/or Liquidator is within their rights to insist that such items not in compliance are removed from site immediately without any liability for any loss however arising to any purchaser or their agents or contractors, it is however assumed at all times that all such items used by contractors are in compliance with any regulations governing their use and are suitably inspected and certified to be such .



DEFINITIONS

Liquidator	Means, Mr Andrew Byrne and Mr. David Van Dessel of Deloitte in their capacity as Liquidators of the Vendor
Vendor	means, Michael Byrne Craft Butchers Ltd. (In Voluntary Liquidation) or any other party who exerts ownership to assets listed within this catalogue.
Auctioneer	means Cooney Industrial Auctions Limited T/A Cooney PSRA Licence No. 001585
Bid	means An offer to purchase a lot or lots.
Bidder	means, A person or entity who participates in the sale making offers to purchase a lot or lots.
Buyer or Purchaser	means, The bidder whose bid(s) is a accepted in relation to lot
Premises	The premises is the land and buildings located at Castlebridge, Co Wexford, Y35 K188, Ireland , and any other location(s) bearing property or assets associated with the particular Sale
Lot	means, A numbered and described item or items described in the catalogue.
Catalogue	means, The list of lots for sale included in the sale.
Terms & Conditions of Sale/Tender	means, the terms and conditions of sale specific to this sale as published in the Tender Document, along with any amendments, codicils or additional terms or conditions appended or applied to same in any way by the Auctioneers
Auctioneers Commission	means A commission charged to the purchaser and/or Vendor or Client as a percentage of and additional to the bid. This may also be referred to as “Buyers Premium”.
Deposit	Means An amount equal to a % of the total net bid, or as otherwise defined, which in the event of any tender being accepted will be regarded as a portion of the full amount due , otherwise refunded in full to the tenderer.
Time Zone	All times referred to in these terms & conditions refer to local time in the Republic of Ireland, unless otherwise advised.
Currency	at all times any mention of currency or the payment of monies should be held to be in EURO unless specifically stated.



LOT	DESCRIPTION	BID €
1	ARNEG Lisbona 2LF 125cm (internal) wide multi level open display unit. Runs off central refrigeration system (not included) Serial No. OTAF129301 (YOM 2020)	
2	FRICON SMR 220 LSL A1A2 horizontal chest freezer with sliding glass doors Serial No. 2020/S06389	
3	140cm Diameter stainless steel tilted self draining fish display counter	
4	CRIOCABIN ENIXE 18 250 M1 standard meat serve over with WOW control panel, Runs off central refrigeration system (not included) Serial No. 36601087 (YOM 2020) (overall 314cm x 120cm)	
5	AVERY BERKEL Model XM500 hanging scales 15kg capacity x 5g divisions Serial No. 131 60146	
6	AVERY BERKEL Model XT420 digital pricing scales with label printer 15kg capacity x 5g divisions Serial No. 13080271	
7	AVERY BERKEL Model XT420 digital pricing scales with label printer 15kg capacity x 5g divisions Serial No. 13080270	
8	An electronic cash register	
9	A 1m wide mobile stainless steel double door cupboard	
10	DRY AGER model DX 500 professional dry aging cabinet Serial No. 0931047-02	
11	MEJ 120cm x 60cm wooden butchers block mounted on stainless steel stand	
12	A 245cm x 245cm internal modular walk in coldroom with A (YOM/2020) Centauro MT/E-4C1/3 single fan evaporator (Runs off central refrigeration system (not included))	
13	A quantity of sytackable polypropeleyne shelving	
14	A 166cm wide double drain stainless steel sink unit with spray unit and undershelf	
15	ATM Packman XL stainless steel cased mobile vacuum packer Serial No. ARS16001 (YOM 2016)	
16	An insect electrocutor	
17	A 98cm wide single drain stainless steel sink unit with spray unit and undershelf	
18	A stainless steel knee operated hand sink	
19	AVERY L202 disital scales with platform and carcass hook Serial NO. 570J2735	
20	SCOTSMAN MF36 stainless steel cased ice flake machine with integral bunker	
21	TECHNOVAC E100 bench top vacuum packer (YOM 2003)	
22	A Modular walk in cold room and freezer each section c. 260cm x 270cm with (YOM 2020) Centauro DD/E-7E1/4 and Centauro MT/E-4C1/3 evaporators	
23	La MINERVA C/E32R refrigerated stainless steel counter top mincer Serial No 05E2260	
24	Titan 300 insect electrocutor	



TENDER FORM

(PLEASE COMPLETE FULLY)

To;

COONEY INDUSTRIAL AUCTIONS LTD. T/A COONEY

Unit 1 North Park, North Road

Finglas, Dublin 11

Email tender@cooney.ie

RE: Michael Byrne Craft Butchers Limited (In Voluntary Liquidation)

I/We _____ Of _____

Do Hereby Tender bids as inserted in bid column on the attached pages of the Catalogue.

The cumulative total of the bids amounts to € _____

I /We understand that 23% (or the appropriate rate) VAT on goods and 15% Auctioneers Commission & 23% VAT as outlined in the terms of Tender will be added to the amount of my Tender if successful.

I / We make this offer subject the terms and conditions of Tender as set in the attached conditions of Tender and hereby acknowledge our acceptance of same as being binding. This offer remains open until **5pm Friday 7th October 2022** up to which time it may not be withdrawn.

I / We enclose a EURO Bankers Draft or Cash being a deposit upon the amount tendered (If Required). In the event of my / our tender not being accepted this deposit shall be refunded in full. The Total amount of my / our deposit is € _____

BLOCK CAPITALS PLEASE

NAME

COMPANY

ADDRESS

TELEPHONE

No.

MOBILE No.

POSITION

E-mail:

VAT No.

In signing this Tender form, I/We confirm that I have read and understood the conditions of Tender and hereby submit to be bound by same, and that I/We fully accept these terms and conditions in their entirety as being legally binding

SIGNED:

DATE:

23rd September 2022

