

# AGX LIQUIDATION AUCTION on behalf of the liquidator Godfrey Shaw

12-1pm Saturday 27 June 2020 (viewing from 10am)  
AGX (in liquidation), 12-14 Brighton Mall, New Brighton

Lot No.	Catalogue Description
1	4 x yellow molded plastic stackable chairs w/Argentex Commodities playing cards (incomplete pack)
2	1 x fur covered american football helmet; 1 x inflatable beach ball (50cm diameter); 1 x yellow ceramic frisbee; and 3 x beach towels (various colours)
3	1 x Veon 24 inch TV w/ remote
4	1 x Veon 24 inch TV w/ remote
5	Assorted office ephemera (incl. 2 x framed certificates; 1 x Argentex mouse pad; 1 x grey office chair; silver ceramic cricket ball; 2 x small silver trophies; business cards; cigarette butts and silver ceramic can; and 1 sand covered navy Argentex polo shirt)
6	2 x A1 snap frames w/assorted Argentex posters on corflute
7	24m of treated 'pink' pine (2x4; 90 x 45mm) (assorted lengths)
8	1 x silver ceramic coffee can; 1 x blue ceramic noodle bowl w/ dried noodles; and 1 x yellow ceramic cup
9	1 x ceramic silver hard disk drive (HDD)
10	1 x ceramic silver iPhone 4
11	1 x ceramic silver Samsung Galaxy phone
12	1 x ceramic silver 'abdominal' guard/box
13	2 x ceramic hard disk drives (black) w/sand
14	Trump 'The Fragrance' collection (1 x silver ceramic cologne bottle and 1 x silver ceramic Motorola 'brick' mobile phone)
15	1 x ceramic iPad (w/ embedded metal shards) and white plastic stand-holder
16	1 x orange ceramic noodle bowl w/ dried noodles; and 1 x orange cup noodle cup
17	1 x blue ceramic 'solo' cup; 1 x yellow ceramic small energy drink 'can'; and 1 x orange ceramic large energy drink 'can' w/ silver top
18	1 x yellow cup noodle cup; 1 x orange ceramic 'solo' cup; and 1 x green ceramic large energy drink 'can'
19	1 x green ceramic cup; 1 x orange ceramic cup; and 1 x blue ceramic small energy drink 'can'
20	5 x small 'rocks' (1 x ceramic silver 'rock'; 1 x ceramic white w/clear glazed 'rock'; 1 x ceramic 'rock' unglazed; 2 x rock)
21	6 x small 'rocks' (1 x ceramic silver 'rock'; 1 x ceramic white w/clear glazed 'rock'; 1 x ceramic 'rock' unglazed; 3 x rock)
22	1 x yellow toy 1967 VW Beetle Kinsmart Pull Back & Go Diecast Model Car (approx 1/38 scale) in sand w/small white ceramic bowl
23	1 x Disco ball (25cm diameter) (silver, mirror and ethylene-vinyl acetate) and 1 grey-silver 75cm diameter gym exercise ball
24	Miscellaneous small items (incl. plastic silver crown; silver golf balls; plastic yellow lemons; hacky sacks; yellow plastic cricket ball; smiley face squeeze ball)
25	1 x table tennis table (with hole for new and improved dynamic game play); foldable; on 4 easy lockable roll casters
26	1 x sandwich board 'open' sign (AXG / Argentex Commodities)
27	4 x plastic brochure holders (1 x A4; 3 x DLE) (w/ assorted AGX and Argentex brochures)
28	4 x framed fabric-vinyl items; gold frames w/glass
29	2 x A1 snap frames w/assorted AGX posters on corflute
30	2 x 2.2m x 2m steel framing sections (C89 X 41 X 0.75 steel)
31	42m of plain pine (2x4; 90 x 45mm) (assorted lengths); 12m of 40mm x 10mm pine (assorted lengths); and 12m of 30mm x 10mm pine (assorted lengths)

## **TERMS and CONDITIONS**

### **PRE AUCTION**

**Reserve Price:** All Goods offered for sale at Auction are subject to a reserve price.

**Bids and Lots:** JBC has full and sole discretion to refuse any bid, to divide any lot, to combine any two or more lots, to withdraw any lot or lots (whether or not the reserve has been reached) or to change the order of sale shown in the catalogue without in any case giving any reason. Bids ('Absentee Bids') may also be placed in advance of the Auction.

**Changes to published terms:** JBC reserves the right to add additional conditions of sale to any Auction. JBC also reserves the right to modify or withdraw any of the Auction Terms. In such circumstances, additions, modifications or withdrawals will be announced at the commencement of the Auction or any time during an Auction. In the event of there being a variation or conflict between descriptions published prior to any Auction, including in any catalogue and the particulars given by the auctioneer at Auction then the details given by the auctioneer shall prevail.

### **DURING THE AUCTION**

**Announcements:** The Buyer acknowledges that during an Auction the auctioneer may place a vendor bid at any price below the reserve price and if that occurs the auctioneer need not announce that it is a bid on behalf of the Vendor;

**Sale:** Once the reserve has been achieved or exceeded the highest bidder shall be the Buyer. On the fall of the gavel or any other similar act which concludes the bidding the Buyer shall have entered into an unconditional agreement to purchase the Goods on these Terms and Conditions.

### **SALE OF GOODS**

**Sale:** The Buyer has entered into an unconditional agreement to purchase the Goods on the fall of the gavel or any other similar act or where Goods are offered for sale by Auction, the Buyer participated in that Auction and the Goods are sold before the end of the first day following the day of the Auction.

### **PAYMENT**

**Terms:** The Buyer must pay the Purchase Price for the Goods together with any Fees due to JBC in cleared funds by cash or electronic transfer to the bank account nominated by JBC on the day the Goods are sold to the Buyer.

### **GENERAL TERMS**

**Agent:** The Buyer acknowledges that JBC is the Vendor's agent and that any sale of the Goods to a Buyer is an agreement between the Vendor and Buyer.

**Buyer Fees/Payment:** The Buyer shall pay JBC the Purchase Price for Goods plus any Fees and other amounts due under these Terms and Conditions. All amounts must be paid to JBC in cleared funds, by cash or electronic transfer to the bank account nominated by JBC, without set off or deduction within one working day from the day that the Goods are sold.

### **RISK, TITLE AND DELIVERY**

**Risk:** Risk in all Goods shall pass to the Buyer at the time the Buyer collects the Goods from JBC.

**Title:** Goods do not become the property of the Buyer until JBC receives payment of all amounts due from the Buyer to JBC. JBC reserves the right to withhold delivery of the Goods until cleared funds are received and the Buyer complies with all of its obligations under these Terms and Conditions.

**Delivery:** The Buyer shall collect the Goods from JBC on the date title passes. If title does not pass on the date risk passes to JBC the Buyer shall pay JBC storage charges.

### **WARRANTIES AND REPRESENTATIONS**

**Representations:** The Buyer acknowledges and agrees that the Buyer has not relied upon any representation made by the Vendor or JBC and has undertaken its/their own independent inquiries into the Goods and in making the decision to purchase the Goods.

**No Warranties:** The Goods are offered for sale "as is, where is" and no representations or warranties, either express or implied, are given by JBC or the Vendor:

(a) as to merchantability or fitness for purpose or quality or condition; and

(a) JBC excludes any liability for any representation(s) or statement(s) that may be made or implied by JBC or the Vendor;

**Termination:** If the Buyer fails to collect the Goods or pay for the Goods on the date payment is due, JBC may without further notice terminate this agreement.

### **DEFINITIONS**

**Auction** means the sale of Goods by public auction carried out by a JBC Auctioneer.

**Buyer** means the person who has purchased Goods.

**Goods** means personal property sold to the Buyer on these terms.

**Purchase Price** means the amount a Buyer is obliged to pay for the Goods.

**Vendor** means the person who has authorised JBC to sell any Goods.