

# SALE BY AUCTION

at

Triq il-Merat, Mriehel  
(behind Oxford House)

Ref: 291 | Windsor Bedding

The Directors of Windsor Company limited

## Viewing

Thursday 25 February 2021                      from                      8:00 am to 3:00 pm  
Friday 26 February 2021                      from                      8:00 am to 3:00 pm

## Auction

Session 1    Saturday 27 February 2021                      at 10:00 am                      Lot 1                      to                      Lot 151

## Important notice to buyers

All goods bought must be paid in full after the auction day at Obelisk Auctions Gallery.

All goods bought must be collected by Monday 1st & Tuesday 2nd March from 8am - 3pm or Contact Mr Tony Galea 99492272 for an appointment.

Lots will only be allowed to be collect by presenting Obelisk Auctions fiscal invoice.

## **Lots will only be allowed to be collected by presenting Obelisk Auctions fiscal invoice.**

All Obelisk Auctions Clients must register before or during **each and every auction session** and take a bidding card, so as to be able to participate in the auction session(s).

## **Auction only will be conducted at Obelisk Auctions Gallery Attard.**

Please register your details with Obelisk Auctions so as to receive notifications of forthcoming events, either direct through our web site [www.obeliskauctions.com](http://www.obeliskauctions.com) or by completing one of our registration forms.

## Transportation

We recommend that clients who require transportation for items bought at the auction, should contact Nicholas Borg on 9944-8456 or Noel Xuereb on 9947-3531.

## **Entries are currently being accepted for forthcoming sales by auction.**

## Terms and Conditions of Sale

### IMPORTANT NOTE

#### PLEASE READ THESE CONDITIONS CAREFULLY:

The present Terms and Conditions of Business shall apply to all Participants and all attendees at Viewings, Auction Sessions and Auctions conducted by Obelisk Auctions Limited. By participating or attending as aforesaid, such Participant or attendee expressly agrees to the following Terms and Conditions of Business.

The present Terms and Conditions of Business shall apply in conjunction with any other terms and conditions which may be published in the sale catalogue or which may otherwise be announced by Obelisk Auctions Limited, including by means of an oral announcement or a notice displayed at the viewing or auction venue. It shall be the responsibility of the Participant to ensure that such terms and conditions are reviewed and adhered to.

#### Definitions

In these Terms and Conditions the words printed below in bold shall have the following meanings:

**'Auctioneer'** means Obelisk Auctions Limited, a company registered in Malta with registration number C42122, and having its registered office at Obelisk Auctions Gallery, 1, Villa Drusilla, Mdina Road, Attard ATD 9039, Malta;

**'Auction'** means any auction conducted by the Auctioneer or any of its authorised agents;

**'Auction Site'** means any site from which the Auctioneer may conduct an auction;

**'Auction Session'** means one session held over one day within a particular Auction conducted by the Auctioneer;

**'Buyer'** means the person making the highest bid acceptable to the Auctioneer, and subject to the reserved price, and in whose favour the Lot is knocked down;

**'Commission'** means the Auctioneer's fee for on the Hammer Price of any Lot;

**'Hammer Price'** means the highest bid accepted by the Auctioneer and at which the Lot is knocked down;

**'Lot'** means one article, or more than one article grouped together, intended for sale at an Auction

**'Participant'** means any person who is duly registered as such with the Auctioneer;

**'Seller'** means the seller of any item put up for auction;

**'Terms and Conditions of Business'** means these present Terms and Conditions of Business;

**'Viewing Site'** means any site where a viewing may be held by the Auctioneer in relation to an Auction.

#### Terms and Conditions

1. All Participants shall register as such prior to the commencement of an Auction Session. Upon such registration, the Auctioneer may request such personal details as may be required and a copy of an identification document. The Auctioneer shall have the right to refuse any person from registering for and/or participating in an Auction without giving a reason. By registering as aforesaid, the Participant is hereby expressly consenting to the receipt of promotional material by SMS and/or email in connection with Auctions conducted by the Auctioneer.

2. No person shall be eligible to bid during an Auction unless such person has registered as a Participant as aforesaid. Any bid placed by any person who has not been so registered as a Participant, shall be null and void.

3. Every Participant shall be considered to be acting in his own name as the principal, unless otherwise indicated. If the Participant indicates that he is acting on behalf of a third party, he shall identify his principal and also present a valid power of attorney at registration stage.

4. The Auctioneer acts solely for and on behalf of the Seller and shall in no event bear any responsibility for any default of either the Seller, the Buyer, any Participant or any other person. Whilst the Auctioneer

has taken care to ensure that all details set out in the catalogue are accurate, weights and other measurements are always approximate values and should be separately verified or measured. The prices indicated in the catalogue are merely the auction starting price and are not an estimate of the value of the Lot. Participants are strongly advised to seek and obtain independent advice in relation to the Lots, their condition and value prior to bidding.

5. Each Lot shall be sold *'tale e quale'* in its present state and condition and the Auctioneer makes no representation or warranty in relation to the description, condition, quality, value, functionality, characteristic, or age of any Lot. Neither the Auctioneer nor the seller is responsible for any hidden defects. Without prejudice to the generality of this clause, there shall be no warranty that (i) the Lot conforms to any standard; (ii) the Lot is fit for any particular purpose; (iii) the Lot is of any specific age, year, model, make or condition. The Participants are strongly advised to inspect the Lots prior to the bidding and to ensure that they are satisfied with the condition and value of the same.

6. The Auctioneer shall regulate the Auction as he deems fit and his decisions shall be final.

7. The Participant who makes the highest bid acceptable to the Auctioneer shall be the Buyer at the Hammer Price, Provided that the Auctioneer reserves the right, at his sole discretion, to refuse or revoke any bid, to nominate any bidding increment which the Auctioneer may consider appropriate and to divide any Lot or combine any two or more Lots. Any dispute in relation to bids made shall be settled by the Auctioneer at his absolute discretion, including if the Auctioneer deems it fit, by putting up the same Lot for auction once again. The Auctioneer shall not be liable for any missed bids.

8. The Buyer shall pay the following:

8.1 The Hammer Price;

8.2 The Auctioneer's Commission, which shall be at the rate of five per cent (5%) of the Hammer Price and Value Added Tax at the rate of eighteen per cent (18%) in relation to the same;

8.3 Any import/export duty or other duties, fees or other taxes which may be applicable;

8.4 Any artist's resale rights and royalties which (if applicable) may be due upon the sale of the Lot.

9. It shall be the responsibility of the Participant to determine whether any Lot is subject to export restrictions, duties, taxes or fees. It shall also be the sole responsibility of the Participant to ascertain whether there are any prohibitions relative to the export of the Lot or any legal requirements to obtain the Lot, including but not limited to the obtaining of licenses.

10. Within two (2) working days from the Auction Session during which the Lot is knocked down, the Buyer shall (i) provide the Auctioneer with any information, details and/or documents which the Auctioneer may require in line with Clause 14; (ii) pay the amounts set out in Clause 7, and (iii) claim and remove the Lot from the Auctioneer's possession. The Auctioneer has a right to retain the Lot unless and until the Buyer provides such full information, details and documents and pays the full amounts due as aforesaid. In the event that such obligations are not adhered to within the aforementioned time-frame, the Auctioneer has the right, at his sole discretion, to cancel the sale. In the event that the sale is cancelled the Buyer shall remain liable for any shortfall in price or other costs that the Auctioneer may incur as a result of the Buyer's default.

**11. The Auctioneer shall take reasonable precautions to preserve the Lots but shall not be responsible for any damages or losses outside his reasonable control. The Auctioneer shall not be responsible for any losses occasioned directly or indirectly by irresistible force or Act of God. The Auctioneer's liability for any loss or damage to a Lot happening after the sale shall in any event be limited to the Hammer Price of the particular Lot lost or damaged. The Auctioneer shall under no circumstances be responsible for any consequential or indirect loss or for any loss or damage that may occur or be occasioned to third parties as a result of a defect in the Lot.**

12. The Buyer shall be responsible to remove the Lot/s purchased from the Auction Site and any handling and/or loading operations required for the removal of the Lot shall be at the cost and risk of the Buyer.

13. All payments are to be made directly to the Auctioneer. The Auctioneer shall at his discretion be

entitled to refuse any proposed method of payment. Without prejudice to the foregoing the Auctioneer will under no circumstances accept endorsed cheques and will not accept cash payments where the sum payable exceeds the amount of €10,000.

14. In the event that a Buyer pays by means of a bank transfer, such Buyer shall be entitled to recover the Lot only once such payment is received and cleared into the Buyer's account by the Buyer's bank and this always subject to the Buyer's obligation to provide all the information, details and/or documentation as aforementioned in Clause 14.

15. The Buyer hereby acknowledges the Auctioneer's obligations under the anti-money laundering legislation and is hereby binding himself to provide all such information and documentation as may be required by the Auctioneer from time to time in fulfillment of his obligations at law. In default, the Auctioneer may at his sole and absolute discretion annul the Buyer's bid and thus, cancel the sale of the Lot to said Buyer. The Auctioneer shall hold and process such data in accordance with the Data Protection Act.

16. Every Participant and/or any person present in the Viewing Site and/or the Auction Site shall be present at the Auction Site at that person's own risk.

17. The handling, touching or other manipulation of any of the Lots on display is strictly prohibited. It shall moreover be prohibited to bring into the Auction Site and/or Viewing Site any hazardous, flammable, corrosive, or caustic substances which could be harmful to the Lots as well as any tools or utensils that could be used to damage or dismantle the Lots. The Auctioneer reserves the right to prosecute any person found in breach of this prohibition.

18. The Auctioneer reserves, at his sole discretion, the right to refuse admission to the Viewing Site and/or the Auction Site without stating a reason. The Auctioneer has a right to request any Participant or any other person attending a Viewing or an Auction to leave the Viewing Site or Auction Site at any time.

19. The Auctioneer has the right to take, maintain, use and publish any photographs or other images of the Lots as it may deem fit even after the Lot in question has been sold.

20. In the event that any part or provision of these Terms and Conditions of Business are declared by any Court or Tribunal to be in conflict with the law or unenforceable for any reason whatsoever, the validity and enforceability of the remainder of these Terms and Conditions of Business shall not be effected thereby.

21. These present Terms and Conditions of Business shall be governed by the Laws of Malta and the parties shall submit to the exclusive jurisdiction of the Maltese Courts.

22. Lot Numbers refer to the item as described in the catalogue and do not include anything that may be inside drawers, cupboards etc.

## Auction Session 1 - Saturday, February 27 2021 at 10:00 am

### Warehouse

*1	Two wooden armchairs.	€10
*2	Two stainless steel sinks.	€20
*3	MIDEA brand new dishwasher, still in box.	€50
*4	Hanging stainless steel cooker hood.	€50
*5	Two oak armchairs.	€20
*6	Coffee table and side table.	€20
*7	Coffee table and side table.	€20
*8	Three kitchen stools.	€20
*9	Black coffee table.	€20
*10	Black and white coffee table.	€30
*11	Table, with glass top.	€40
*12	White side table, on cabriole legs.	€40
*13	White coffee table, on cabriole legs.	€40
*14	American walnut veneered coffee table, with drawer.	€20
*15	A chest of drawers in solid wood.	€80
*16	A TV cabinet, with two doors.	€60
*17	A TV cabinet, with two doors.	€60
*18	A white wall unit.	€80
*19	A white wall unit.	€80
*20	A white wall unit.	€80
*21	A white wall unit.	€80
*22	A white and brown wall unit.	€80
*23	A white wall unit.	€80
*24	Black wall unit.	€80
*25	Brown wall unit.	€80
*26	Brown and white wall unit.	€80
*27	Brown and white wall unit.	€80
*28	White wall unit, with glass shelf.	€60
*29	Round black coffee table.	€40
*30	Chrome table base.	€10
*31	Glass coffee table.	€40
*32	Glass coffee table.	€40
*33	Extendable solid wood dining table.	€50

*34	Coffee table in solid wood.	€40
*35	Coffee table in solid wood.	€40
*36	Aluminium and black glass top extendable table (on display).	€50
*37	Aluminium and black glass top extendable table (boxed).	€50
*38	Aluminium and black glass top extendable table (boxed).	€50
*39	Aluminium and black glass top extendable table (boxed).	€50
*40	Aluminium and black glass top extendable table (boxed).	€50
*41	Aluminium and black glass top extendable table (boxed).	€50
*42	Aluminium and black glass top extendable table (boxed).	€50
*43	Large grey dining table.	€90
*44	Round glass table.	€50
*45	A table, with chrome base.	€20
46	A wooden top dining table.	
*47	Antique side table, with marble top.	€20
*48	A glass top table, with chrome base (on display).	€50
*49	A glass top table, with chrome base (boxed).	€50
*50	A glass top table, with chrome base (boxed).	€50
*51	A glass top table, with chrome base (boxed).	€50
*52	A glass top table, with chrome base (boxed).	€50
*53	Carved wood dressing mirror.	€5
*54	Carved wood dressing mirror.	€5
*55	Carved wood dressing mirror.	€5
*56	Glass dining table, with chrome base.	€30
*57	Glass dining table, with chrome base.	€30
*58	Glass top dining table, with leather style legs (on display).	€50
*59	Glass top dining table, with leather style legs (boxed).	€50
*60	Glass top dining table, with leather style legs (boxed).	€50
*61	Glass top dining table, with leather style legs (boxed).	€50
*62	Glass top dining table, with leather style legs (boxed).	€50
*63	Glass top dining table, with leather style legs (boxed).	€50
*64	Glass top dining table, with leather style legs (boxed).	€50
*65	Glass top dining table, with leather style legs (boxed).	€50
*66	Glass top dining table, with leather style legs (boxed).	€50
*67	Black oval dining table.	€50
*68	Black oval dining table.	€50

*69	Black oval dining table.	€50
*70	Black oval dining table.	€50
*71	Black oval dining table.	€50
*72	A square table.	€10
*73	A card box pressing machine.	€500
*74	A white TV unit, with glass top (on display).	€30
*75	A white TV unit, with glass top (boxed).	€30
*76	A white TV unit, with glass top (boxed).	€30
*77	A white TV unit, with glass top (boxed).	€30
*78	A white TV unit, with glass top (boxed).	€30
*79	An extendable dining table, with glass top in cappuccino colour (on display).	€90
*80	An extendable dining table, with glass top in cappuccino colour (boxed).	€90
*81	An extendable dining table, with glass top in cappuccino colour (boxed).	€90
*82	An extendable dining table, with glass top in white colour (on display).	€90
*83	An extendable dining table, with glass top in white colour (boxed).	€90
*84	An extendable dining table, with glass top in white colour (boxed).	€90
*85	Oval glass table (on display).	€40
*86	Oval glass table (boxed).	€40
*87	Oval glass table (boxed).	€40
*88	Oval glass table (boxed).	€40
*89	Metal double bed (on display).	€10
*90	Metal double bed (boxed).	€10
*91	Metal double bed (boxed).	€10
*92	Metal double bed (boxed).	€10
*93	Metal double bed (boxed).	€10
*94	Metal double bed (boxed).	€10
*95	Metal double bed (boxed).	€10
*96	Metal double bed (boxed).	€10
*97	Wooden stool, with upholstered seat (on display).	€5
*98	Wooden stool, with upholstered seat (on display).	€5
*99	Wooden stool, with upholstered seat (on display).	€5
*100	Wooden stool, with upholstered seat (boxed).	€5
*101	Wooden stool, with upholstered seat (boxed).	€5
*102	Wooden stool, with upholstered seat (boxed).	€5
*103	Wooden stool, with upholstered seat (boxed).	€5

*104	Wooden stool, with upholstered seat (boxed).	€5
*105	Wooden stool, with upholstered seat (boxed).	€5
*106	A leather armchair.	€10
*107	A Rexine armchair.	€30
*108	A two seater sofa, with recliner.	€80
*109	A Chesterfield style two seater sofa.	€200
*110	A red two seater sofa.	€80
*111	An American walnut veneered coffee table.	€10
*112	A black coffee table, with chrome legs.	€10
*113	A black coffee table, with glass top.	€10
*114	A two door sideboard.	€50
*115	A two door wardrobe.	€50
*116	Withdrawn.	
*117	A chaise longue sofa bed, in red upholstery.	€90
*118	A glass top extendable dining table, with white legs.	€50
*119	An assorted lot of fabric rolls, with stand.	€50
*120	An assorted lot of fabric rolls, with stand.	€50
*121	An assorted lot of fabric rolls.	€50
*122	An assorted lot of fabric rolls.	€50
*123	An assorted lot of fabric rolls.	€50
*124	An assorted lot of fabric rolls, with stand.	€50
*125	An assorted lot of fabric rolls, with stand.	€50
*126	An assorted lot of fabric rolls.	€50
*127	A dust sweeper.	€90
*128	A steamer, with iron.	€50
*129	Withdrawn.	
*130	Withdrawn.	
*131	A BROTHER overlock machine.	€50
*132	Withdrawn.	
*133	Withdrawn.	
*134	An ADLER binding machine.	€90
*135	A straight stitch sewing machine.	€40
*136	JUKI straight stitch sewing machine.	€40
*137	A five door laminated wardrobe (on display).	€100
*138	A five door laminated wardrobe (boxed).	€100



*139	A five door laminated wardrobe (boxed).	€100
*140	A four door laminated wardrobe.	€100
*141	A four door laminated wardrobe.	€100
*142	Withdrawn.	
*143	Horizontal foam block cutting machine.	€100

**Office**

*144	A YEASTI digital telephone system, ten-points, including six telephone handsets.	€200
*145	The entire furniture and lights in the Secretary's office.	€200
*146	The entire furniture and lights in the Director's office.	€300
*147	A French style side table, with mirror.	€50

**Warehouse**

*148	BEKO gas hob.	€50
*149	Vacuum cushion filling machine.	€50
*150	Isuzu ELF box van.	€2,000
*151	IVECO box truck.	€2,500

**End of Auction**

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