

SPECIAL CONDITIONS

1. That the liquidator is selling such right, title and interest (if any) that he has in the assets.
2. That the Buyer expressly acknowledges that rights in favour of third parties may exist.
3. That all representations, warranties, conditions or guarantees, express or implied, statutory or otherwise relating to the assets are hereby excluded.
4. That the buyer acknowledges and agrees that the liquidator is entering into the agreement solely in his capacity as liquidator of the Seller and shall incur no personal liability whatsoever. Further, that the Buyer acknowledges to the Seller and the liquidator and each of them that it is entering into this agreement having satisfied itself on all matters relating thereto and not in reliance on any statements, warranties, conditions, guarantees or representations express or implied, statutory or otherwise relating to the assets.
5. It is agreed by the Buyer that the terms, conditions and the exclusions of the agreement are fair and reasonable having regard to the fact that the Seller is a company in liquidation and bearing in mind that:
 - (a) the liquidators knowledge of the assets is limited;
 - (b) the liquidator may, at his discretion remove, withdraw or re-sell any lot should he determine that this is beneficial to the process in terms of realisations or potential dilapidation issues.
 - (c) the Seller and the liquidator have specifically told the Buyer that the Buyer must rely absolutely on the Buyer's own opinion and / or professional advice concerning the terms of the agreement, and the assets.
6. The Buyer, having inspected or made enquiries concerning the assets, as and where they lie, or having been afforded the opportunity to do so, shall be deemed to buy with full knowledge of their state and condition and shall take them in the condition in which they are, and no warranty or assurance is given or implied as to the condition, quality or fitness of the assets.
7. If it shall be found that the Seller does not have title or unencumbered title to the assets this shall not be a ground or grounds for rescinding, avoiding or varying any or all of the provisions of this agreement and the Buyer shall not be entitled to any refund of the consideration in whole or in part or any compensation or damages in respect of same.
8. The Buyer hereby expressly acknowledges and agrees that the liquidator acts as agent of the Seller and is a party to this agreement in his own capacity solely for receiving and enforcing the obligations, undertakings, waivers and indemnities on the part of the Buyer. The Buyer further agrees that the liquidator has entered this agreement for and on behalf of the Seller and shall incur no personal liability whatsoever whether on his own part or in respect of any failure on the part of the Seller to observe, perform, or comply with any of the obligations under the agreement.
9. The exclusions contained herein together with any rights or indemnity or relief otherwise available to the Seller or the liquidator under this agreement or otherwise shall arise and continue notwithstanding any termination of the liquidators agency or cessation / termination of office.