



AUCTION CATALOGUE



TRUCK & TRAILOR SELLOUT

TRUCKS•TRAILER•FORKLIFTS
WOODWORKING MACHINERY

MONDAY, 16TH FEBRUARY AT 12:00PM
112 LILYFIELD ROAD, LILYFIELD

Inspection: Monday 9th February from 12 noon to 6pm. Day of Sale from 8am.

Terms: 15% Buyer's Premium applies to all Lots Sold. Sale is GST Inclusive.

Payment: 25% Cash Deposit. Balance by Cash, Bank Cheque or EFTPOS Debit Card
by 4.00pm day following sale.



O'MARAS

VALUERS & AUCTIONEERS



02 9555 7000

www.omaras.com.au



Information for Buyers

Buyer's Premium

A Buyer's Premium of 15% will be added to the price of each lot sold. E.g. bid \$100.00, invoice will be \$115.00 inclusive of GST.

Deposits

A deposit of 25% of the total amount owing will be required on the fall of the hammer.

Payment

Payment is by cash, bank cheque, EFTPOS or credit card (Visa, Mastercard, Bankcard). The following charges apply - EFTPOS \$5.00 per transaction; Credit Cards \$15.00 per \$1,000.00 or *part thereof*

BANK DETAILS FOR DIRECT DEPOSITS

Bank: Westpac; Account Name: O'Mara's; BSB: 032102; Account No.: 470 798

Collection

All goods must be paid for in full by the Wednesday following the auction

Goods cannot be collected until paid for in full. Goods may NOT be collected until after the auction is completed. Collection is available until 4pm the Wednesday following the auction (No Exceptions)

DEADLINE FOR PICK UP IS 4pm Wednesday

A storage fee for each item of \$10.00 per day will apply after this.

Pick-Ups

We will assist where possible; however it is the buyer's responsibility to arrange labour & transport.

Insurance

All items are at the purchaser's risk and expense on the fall of the hammer – you must effect your own insurance.

Note

All sales are final. No refunds. No warranty (unless otherwise specified)

Sydney In Rooms Sales

Monday 2nd March
Monday 16th March
Monday 30th March
Monday 13th April

Online Auctions

Wine
Computers/IT
Home Wares

www.omaras.com.au

TERMS AND CONDITIONS OF SALE

1. The Vendor has the right to bid.
 - 1.1. Subject to the above, the highest bidder at an Auction is the Purchaser, and in the event of any dispute arising the lot will be put up again and the Auctioneer's decision will be final.
 - 1.2. Terms are strictly cash or bank cheque before delivery.
 - 1.3. Where applicable, the Purchaser must pay GST. The Auctioneer will announce whether the sale/or particular lots are sold GST inclusive, GST exclusive or GST free.
 - 1.4. The Purchaser agrees to pay any buyers premium or processing charge which may be applicable.
2. Unless the Auctioneer specifically states otherwise:
 - 2.1. Each bid must be at least twenty five percent in advance of the previous one; and
 - 2.2. No party is allowed to retract his or her bid after making it.
3. The Auctioneer may accept or refuse any bid or bids without having to state his/her reasons.
4. Prior to bidding the Purchaser must complete a Bidder's Registration form and provide:
 - 4.1. his or her name and place of abode;
 - 4.2. if the Auctioneer requires, must immediately pay down twenty-five cents in the dollar in part payment purchase money; If the Purchaser fails to do the above the Auctioneer may in his/her absolute discretion immediately put the lot or lots purchased up again for re-auction.
5. The Auctioneer assumes that the Purchaser is the Principal.
6. The Purchaser and the Vendor authorise the Auctioneer and/or the Auctioneer's clerk to sign the Sale Book on their behalf. The Sale Book and these conditions, except as otherwise provided by State or Federal law, constitute the whole contract between the Vendor and the Purchaser.
7. On the fall of the hammer:
 - 7.1. each lot shall be at the Purchaser's risk and expense; and
 - 7.2. except as detailed elsewhere in the contract, each lot must be paid for by cash or bank cheque immediately on completion of the sale, and prior to delivery. If delivery is made or possession is obtained by the Purchaser or his/her representative prior to the payment of the purchase money, then the property of the lot does not pass to the Purchaser until payment in full of the purchase money or the clearing of any cheque given on account of same.
 - 7.3. All security is at the purchasers volition
 - 7.4. The Purchaser is required to effect all/any insurances at his/her expense
8. Except as otherwise provided by state or federal law, no condition or warranty is given or implied by the Auctioneer with any lot offered. As all lots have been available for inspection prior to commencement of sale, the Auctioneer assumes the Purchaser has inspected the goods and all goods sold with any faults. Except as otherwise provided by state or federal law, the Auctioneer will make no compensation in respect of fault or error of description of any lot sold.
9. Any statement as to the quantity is approximate only and is as represented to the Auctioneer. The Auctioneer gives no warranty that the quantities as stated are correct. In addition to any other rights the Purchaser may have compensation for shortages in quantity shall be given if demanded in writing before delivery of the goods. If any dispute as to compensation arises, the dispute shall be settled by an arbitrator who shall be somebody mutually agreed upon by both parties.
10. To prevent inaccuracy in delivery and inconvenience in the settlement of purchases, the Purchaser may not remove any lot during the sale. However the Purchaser must remove all lots purchased within one (1) day of the completion of the sale or as specified at the time of sale.
11. If any Purchaser fails to comply with any of these conditions or if any cheque given on account of his/her purchase is dishonoured, any moneys which the Purchaser has paid to the Auctioneer on account of his/her purchase or purchases is absolutely forfeited to the Vendor. In this event, the Vendor and/or the Auctioneer is at liberty to sue the Purchaser for damages, or at their option to resell the lot in any manner and upon such terms and conditions as they think proper.
12. All losses and expenses incurred by the Vendor and/or the Auctioneer resulting from any resale pursuant to clause 11 and all damages which the Vendor and/or the Auctioneer may sustain are recoverable from the Purchaser as liquidated damages. The Vendor and/or the Auctioneer is not obliged to give any notice of a resale. Without limiting the generality of the foregoing, the Auctioneer is entitled in the event of a resale to:
 - 12.1. The amount of any commission and buyer's premium lost on a purchase as a result of the purchaser not proceeding with the purchase
 - 12.2. The cost of advertising in respect of any such purchase
 - 12.3. Any other costs incurred in such resale.
13. The Purchaser is deemed to have waived or abandoned any claim under these conditions unless the claim is made at or before the time the goods leave the premises.
14. No servant or agent of the Auctioneer is authorised to waive, add to or vary these terms and conditions without written authority of the Company Secretary or The Managing Director.
15. All members of the public, including Purchasers, enter these premises entirely at their own risk. Purchasers and members of the public are warned that dangerous machinery, chemicals or other dangerous items and features may be on these premises. Everyone entering these premises should be careful.
16. Purchasers of any lot indemnify the Auctioneer, the Vendor and the Owner of the premises against any damage whatsoever caused by the purchaser or his/her servants during removal of goods.
17. Items may be withdrawn from Auction without any prior notice and the Auctioneer is not liable for any loss or compensation whether consequential or otherwise.
18. The purchaser recognises that there may be software installed on computer equipment and that use of such software, without license may infringe the rights of the software owner. Prospective purchasers should consider terms & conditions contained in licensing agreements before purchase. The purchaser expressly undertakes to be bound by the terms & conditions of the license for any software which may be installed on computer equipment purchased at auction. Purchasers indemnify the vendor and the Auctioneer against any legal action or claim by the software owner.

O'MARAS

VALUERS & AUCTIONEERS

112 Lilyfield Road
LILYFIELD

Catering 16/2/09

Monday 16 February 2009

Commencing at 10:30 am

Number System applies

Intending Bidders please register at the office

A 15.00% Buyers Premium applies to all purchases

GST of 10% will be included in the final bid for all items marked (GST)

Lot	Description	Lot	Description
1201	Nissan Diesel Forklift Model FGH02/A28U With 3 Stage Container Mast, Max Lifting Height 4500mm, Safe Working Load 2600kg with weight Gauge. 6644, 4hrs (in need of service, non-operational)	1210	1989 Mitsubishi FM557 Truck, VIN No. 6F6M4J33DKA020313, Eng No. 6D16568339, 450, 719kms on odometer, with Unic UTurbo Finger Crane, 13.33m Reach, 3030kg Lift 3.73m. Model UR505, 3T Capacity, S/N A500323, Date of Manufacture 04/1989 (GST)
1202	Hyster Forklift L20B Battery Operated with Charger (GST)		
1203	Jet Benchtop Edge Bander Model JEB-1		
1204	Carba-tec Single Drum Sander Model DS-400A/EMC		
1205	Carba-tec Single Drum Sander Model DS-400A/EMC		
1206	Carba-tec 1.7 Sliding Table Panel Saw With Scriber 3 Phase		
1207	SAMCO Sander/Linisher 2500 Long		
1208	Maxi Cube 40ft (12.2m) Refrigerated Trailer D.o.m. 12/87 Serial No. 3140 Rego No. R44340, Tri Axle, Wheels 5 Stud, Ateco Mechanical Spring Suspension, Tyres 11r 22.5, Tyre Tread 4@80% 3@30% 5@10%, Outside Rims 4 Chrome 2 Silver Frost, Spare Tyre Carrier (no Spare Wheels), Capacity 20 Pallets, Rear & Side Bard Doors, Frig Plant, Thermo King Sbi Model 30534 With Cycle Sentry Controller, Dura Craft Diesel Tank, Hand Wash Tank Under, Inside Air Flow Floor, Interior Lights, Internal Height 2.6m, Ratchet Strap Rails, Road Train Rating Ti, Condition Fair (GST)		
1209	Nissan UD PK240 Diesel Freezer Truck DOM 14.12.95, Rego No A114PD, Rego Until 27/11/08, 575420 Kms. Eaton Fuller Trans 9 speed Splitter 4H 4L 1R, 6 Wheeler, Air Conditioned, AM/FM Radio GVM16000, GCM26000 Axle Code R14 Vin JNBPKC31000N00024, Eng No NE6077996A, Themo King RD2 Max Diesel Driven Motor Electric Stand by 3 Phase Outlet, 12 Pallet Freezer Pan with Extra 600 After Pallet 50mm Insulated Pan Side Insulated Roof & Floor Temp to 10 Degreee Side Doors Blocked Do Not Open 3 Split Doors at Rear (Advertising To Be Taken) (GST)		