

O'MARAS

VALUERS & AUCTIONEERS

AUCTION CATALOGUE

Thursday 6th May 2010

Under instructions from Lovick Group due to restructure of business activities

FORESTRY, CLEARING & TRANSPORT AUCTION

From 10:00am

15 – 17 Colliers Ave. Narrambla Industrial Estate, Orange NSW



Inspection: Wednesday 5th May from 8am – 4pm and Morning of Sale from 8am

Terms of Sale: A Buyers Premium of 7.15% will be added to all lots sold.

25% cash deposit required on the fall of the hammer unless
prior arrangements are made with the auctioneer.

This sale is GST inclusive.

Please note: Some items may be withdrawn prior to sale. Please check on morning of sale.

**ALL GOODS MUST BE PAID FOR IN FULL & REMOVED BY 12 NOON TUESDAY 11TH MAY 2010
NO EXCEPTIONS.**

02 9555 7000
www.omaras.com.au

TERMS AND CONDITIONS OF SALE

1. 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 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

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INFORMATION FOR BUYERS

PLEASE NOTE: THERE IS NO ONSITE PARKING ALLOWED. AMPLE STREET PARKING IS AVAILABLE

BUYERS PREMIUM

A Buyer's Premium of 7.15% will be added to the price of each lot sold.

E.g. bid \$100.00, invoice will be \$115.00 inclusive of GST.

BANK DETAILS FOR DIRECT DEPOSIT

Bank: Westpac Name: O'Maras
BSB: 032 102 Account No.: 470 798

COLLECTION

Full payment must be settled by Tuesday 11th May 2010

Goods cannot be collected until paid for in full. Goods may NOT be collected until after the auction is completed.

Collection is available 8am to 4pm weekdays only. THE DEADLINE FOR PICK UP IS 12 NOON TUESDAY 11TH MAY 2010 (No Exceptions)

PAYMENT

A deposit of 25% of the invoice total is due on the day of the auction. Full payment must be settled by 12 noon Tuesday 11th May 2010

Payment Types:

- Cash - Bank Cheque - EFTPOS
- Credit Cards (VISA or MasterCard)

Applicable Charges:

- Credit Cards \$15.00 per \$1,000.00 or *part thereof*

Please Note: Personal or Company Cheques will not be accepted

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)

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AUCTION CATALOGUE

FORESTRY, CLEARING & TRANSPORT

15 – 17 Colliers Ave. Narrambla Industrial Estate,
 ORANGE NSW

Thursday 6th May 2010
 Commencing at 10:00 am

Number System applies
Intending Bidders please register at the office
A 7.15% Buyers Premium applies to all purchases
GST of 10% will be included in the final bid for all items marked (GST)

Lot	Description
1	Wood Splitter on Tamden Axle Trailer
2	Chain Sharpener 3/4 Chain
3	QUINTREX Aluminium Boat, Waterway Registration LML306N with a MERCURY 25HP Outboard Motor S/N OC264281, on a ROADMASTER Single Axle Trailer NSW Registration No. N92495 (expired)
4	CUMMINS Signature series 525 HP engine
5	2 x Bulk Diesel Tanks (approx 600Lt each)
6	Various FENDT 900 Series Tractor Parts
7	FENDT 926 motor and transmission
8	3 point linkage weight
9	Assorted Tractor and wheel weights
10	A River debris boom
11	Small workshop jib crane
12	Steel water tank
13	FORD XR ute canopy section
14	FAE STC Transmission - unused
15	SCORPION Compressor tanks
16	KARCHER KM-650 pedestrian workshop sweeper
17	Various front bumpers from Toyota 100 and Holden crewman
18	2007 CATERPILLAR backhoe attachment for a skid steer loader Model BH160, with 300, 450 and 600mm buckets suits most CATERPILLAR skid steer and track loaders.
19	2006 CATERPILLAR 322CL Excavator, Forest Guarding, 2 way flow/hammer piping, quick hitch, hour meter reads: 3,467hrs PIN CAT0322CHFED00297
20	2003 KOMATSU PC220LC-7 Excavator, ROPS/FOPS, bump rails, hand rails, tree guard, hammer piping, two way flow, case drain, Q/H, Hour meter reads: 5,646hrs.
20A	2007 CATERPILLAR 328DLCR Excavator, hour meter reads: 2,661hrs
21	2008 MOOREHEAD Engineering Biomass forestry residue tipping body. To suit Tigercat forwarder 1018.
22	2007 TIGERCAT H822C Track Feller Buncher. Fitted with DT2001 high speed shear head, hour meter reads: 2,500hrs

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Lot	Description
23	2006 MERLO MM280B Tre Emme forestry tractor with an FAE 300/U-225 Mulcher, hour meter reads: 1,343hrs, full bush guarding, 4 wheel steer, 4 wheel drive
24	1999 CATERPILLAR 525 Log Skidder, Dual arch grapple, front blade, hour meter reads: 14,019hrs, tyres: 70%
25	1999 TIMBCO 820 Clambunk with loader. Hour meter reads: 12,437hrs
26	2005 HINO GH01A Tabletop, 23 Foot flat tray service body, with tool boxes side steps, alloy bull bar, driving lights, work lights, revolving lights, air/con, odometer reads: 128,719kms
27	1989 HINO 4 x 4 truck with Service Body, odometer reads: 228,057kms, reconditioned engine, HO7C engine, tray with side tool boxes
27A	Holden RA Rodeo 4WD AH01JE 10/05 Vin- MPATFS77J5H561455, Odometer reads: 151856kms
28	2003 IVECO Powerstar 6700 prime mover. 90T rated, hydraulics PTO, with 565HP Cummins signature engine, 18sp, 46,000 rears, A/R s locks, odometer reads: 815,424kms, Rego no. AQ12SI
29	2003 FAE PTO drive Compact Rock Crusher, Model STC200, & spare parts
30	FAE UMM-EX 125 Excavator Hydraulic Mulcher with spare parts
31	2008 ATLAS 10m3 high roll chip bucket - suits CAT 980G wheel loader
32	2007 SANDVIK Rammer Demolition Pulveriser Model RD19
33	2008 ROSIN CF750 controlled tree felling head with control fall + Poison spraying with spare parts
34	2008 ROSIN CF550 controlled tree felling head with control fall + Poison spraying with spare parts
35	Grader Blade