

AUCTION CATALOGUE

Tuesday 20th July 2010

FORTEX FABRICS

From 1:00pm

24 Legge St, Roselands, NSW

112 Lilyfield Rd, Lilyfield NSW 2040



Inspection: Morning of Sale from 8am

Terms of Sale: A Buyers Premium of 15% will be added to all lots sold.
This sale is GST inclusive.

**ALL GOODS MUST BE PAID FOR IN FULL ON DAY OF SALE, TUESDAY 20TH JULY
AND REMOVED BY 12 NOON FRIDAY 23RD JULY 2010 NO EXCEPTIONS.**

Please note: Some items may be removed prior to sale. Please check with the auctioneer on the morning of sale

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

VALUERS & AUCTIONEERS

INFORMATION FOR BUYERS

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

BUYERS 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.

BANK DETAILS FOR DIRECT DEPOSIT

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

COLLECTION

Full payment must be settled on the day of auction

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 FRIDAY 23RD JULY (No Exceptions)

PAYMENT

Full payment must be settled on day of auction

Payment Types:

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

Applicable Charges:

All Credit Cards - 1.5%

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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O ' M A R A S

VALUERS & AUCTIONEERS

24 Legge St. Roselands NSW 2196

Fortex Fabrics

Tuesday 20 July 2010
Commencing at 1:00 pm

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
1	Clerical desk, bookcase, mobile computer desk & 2 x chairs to corner office (GST)	20	Rectangular metal framed work table, approximately 2400 x 1200 with undershelf in white melamine (GST)
2	2 x Bays of steel stock shelving, each bay approximately 2000 x 900 (GST)	21	ASI Pinking machine, model ASI-202 on metal stand, S/n. 241777 (GST)
3	Desk, chair, steel shelf unit & credenza to office (GST)	22	Union Special Mark IV overlocker (GST)
4	Datamax model DMX-M-4206 barcode printer & CPU monitor & keyboard (GST)	23	Vintage Singer overlocker (GST)
5	Desk, chair, 4 mobile tables to printer office (GST)	24	Globe model 540 domestic sewing machine (GST)
6	2 x Upholstered pelmets with matching curtains (GST)	25	5 x Bays of assorted steel stock shelving (GST)
7	The Palace key operated fire resisting vintage safe (GST)	26	Timber 3 panel showroom display (GST)
8	2 x 2 Door stationery cabinets in grey melamine (GST)	27	X Rite colour difference meter, battery operated, in case (GST)
9	2 x Trestle tables, 4 stools, 2 chairs & photocopier to office (GST)	28	3 x Pairs of large hand shears (GST)
10	Samsung colour TV on black melamine mobile stand (GST)	29	Lightning type Swift electric cloth cutter (GST)
11	Desk with return, 2 x 4 drawer lateral filing cabinets, credenza & 2 chairs to office (GST)	30	Emil hoogland type Favorit electric cloth shear (GST)
12	Brother Super G3 FAX 2920 & another Brother FAX 920 (GST)	30a	Emil hoogland type Favorit electric cloth shear (in box) (GST)
13	Brother HL 5270DN B&W laser printer with 3 x new toner cartridges (GST)	31	Arrow model YH935 mini electric cloth cutter (GST)
14	3 x Chairs, 2 x work tables, typewriter, 1 x 4 drawer filing cabinet, 1 x 3 drawer filing cabinet, fax machine, heater to reception area (GST)	32	Kankandos square meter (GST)
15	2 x Clerical desks, 2 x clerical chairs, dimplex DAC 3400 heater to northern office (GST)	33	Quantity of assorted hand tools incl. screwdrivers, socket sets etc. (GST)
16	7 Piece dining setting, bar fridge, microwave oven, kettle, storage cabinet to kitchen area (GST)	34	Quantity of sundries incl. garment chalk, tape & dispensers (GST)
16a	9 x Assorted 4 drawer metal filing cabinets (GST)	35	Trestle table, approximately 2000 x 1000 (GST)
16b	3 Piece corner lounge suite & 2 x upholstered pelmets & curtains (GST)	36	2 x Assorted suitcases (GST)
17	Mobile timber showroom display (GST)	37	Quantity of fabric offcuts (GST)
18	Circular extension table, single pedestal in dark timber stain (GST)	38	IDM Colour fastness tester, model CFT/I (GST)
19	6 x Bays of assorted steel stock shelving (GST)	39	2 x Steam irons, quantity of staples & staples, 2 x folding work tables and mobile stand (GST)
		40	Timber 4 drawer filing cabinet (missing drawer), steel filing unit 12 drawer, desk & chair (GST)
		41	3 x Timber dispatch benches, 3 x trestle tables & paper dispenser (GST)
		42	Bolt cutters 750/30 (GST)
		43	Krebs tex 3 spot cleaning gun in box (GST)

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- 44 Hair dryer, light, 4 lint shavers (GST)
 - 45 3 x Part boxes invoice enclosures (GST)
 - 46 Quantity of tape dispensers, 2 hole punch etc. (GST)
 - 47 Salter No. 5 clock face scale (GST)
 - 48 Quantity of A4 ring binders (GST)
 - 49 NOA Fabric measuring winder 240V with inspection light & counter, approximately 1800mm capacity (GST)
 - 50 Hiemac fabric inspecting, measuring & re-rolling machine, model 1A 371-86 with constant tension & variable speed, 1800mm capacity x 280mm dia x 45kg. Build date 9/5/98, S/n. 5889 (GST)
 - 51 Table, 2 x chairs, microwave, kettle, water chiller, 2 x bar fridges, plug in electric griller to warehouse kitchen (GST)
 - 52 Avery model NSC 6/9C/104 platform scales, 100kg x 0.2kg capacity, S/n. 60B2341/3 (GST)
 - 53 Metal framed platform trolley (GST)
 - 53a 2 x Shrink wrap dispensers (GST)
 - 53b Flymo type electric mower (GST)
 - 53c Gas BBQ (Weber type) (GST)
 - 53d Twin pedestal desk, 1940's (GST)
 - 54 Komatsu model FG14-2 gas/petrol forklift max capacity 1170kg, 4.5m lift, 2 stage mast with pneumatic tyres S/n. 112374, hour meter reads: 8142hrs (GST)
 - 55 Prentice stock pickers cage (GST)
 - 56 4 x Bays unbranded pallet racking comprising of 6 x 4000mm uprights & 36 x 3000mm crossbeams (GST)
 - 57 4 x Bays unbranded pallet racking comprising of 6 x 4000mm uprights & 24 x 3000mm crossbeams (GST)
 - 58 4 x Bays unbranded pallet racking comprising of 6 x 4000mm uprights & 20 x 3000mm crossbeams (GST)
 - 59 4 x Bays unbranded pallet racking comprising of 6 x 4000mm uprights & 24 x 3000mm crossbeams (GST)
 - 59a Approximately 270 x plain timber pallets (GST)
 - 60 4 x Bays unbranded pallet racking comprising of 6 x 4000mm uprights & 26 x 3000mm crossbeams (GST)
 - 61 4 x Bays unbranded pallet racking comprising of 6 x 4000mm uprights & 26 x 3000mm crossbeams (GST)
 - 62 3 x Bays of unbranded pallet racking comprising of 4 x 3000mm uprights & 10 x 3000mm crossbeams (GST)
 - 63 4 x Bays of unbranded pallet racking comprising of 3 x 4000mm uprights, 2 x 3000mm uprights, 16 x 3000mm crossbeams and 4 x 1500mm crossbeams (GST)
 - 64 9 x Bays of unbranded pallet racking comprising of 10 x 3000mm uprights & 36 x 3000mm crossbeams (GST)
 - 65 13 x Bays of unbranded pallet racking comprising of 14 x 3000mm uprights, 2 x 4000mm uprights, 54 x 3000mm crossbeams and 4 x 1500mm crossbeams (GST)