

O'MARAS

VALUERS & AUCTIONEERS

AUCTION CATALOGUE

Tuesday 24th August 2010

Under instructions from the owners due to cessation of the business of Colourback Glazing

GLASS CUTTING & POLISHING PLANT AND EQUIPMENT

From 10:30am

37 SYDNEY ST. MARRICKVILLE NSW 2204



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 BY 12PM WEDNESDAY 25TH
& REMOVED BY 12 NOON THURSDAY 26TH AUGUST - NO EXCEPTIONS**

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

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

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

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 THURSDAY 26TH AUGUST (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:

Mastercard/ Visa - 1.5%
Amex – 3.2%

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

37 Sydney St.
Marrickville NSW 2204

Colourback Glazing 24/08/10

Tuesday 24 August 2010
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
1	2 x Double sided timber mobile glass racks & contents (one damaged) (GST)	15	GA JetSteam II CNC controlled water jet glass cutting machine, S/n. not visible (GST)
1a	Double sided metal mobile glass rack & contents (GST)	16	Jinfeng mod. JFV-1800 vertical glass washing machine, S/n. JF00523 (GST)
2	Double sided timber mobile glass racks & contents (GST)	17	Schiatti Angelo mod. FPS-15 glass edge polisher, S/n. 272, built 11/1991 (GST)
3	2 x Small double sided timber mobile glass racks (GST)	18	Prefabricated spray booth, approx. 12m x 5m (GST)
3a	Timber bench on castors, approx 2400x550 (GST)	19	Komatsu ride on forklift, petrol/gas, 1340kg capacity, 3700mm lift, 2 stage mast, model FG15-15, S/n. 207469, hour meter reads: 6,828hrs, solid tyres: front 20%, rear 10% (GST)
3b	3 x Small mobile timber benches (GST)	20	Contents of downstairs kitchen incl. fridge, microwave (GST)
3c	Large 8 tier mobile metal stacking rack (GST)	21	5 x Assorted shelf/drawer units incl. pigeon hole near staircase (GST)
3d	Large 8 tier mobile metal stacking rack (GST)	22	4 x Assorted clerical desks in grey melamine (GST)
3e	Small 10 tier mobile stacking rack (GST)	23	'U' Shaped executive desk with credenza & over storage in timber finish with 'P' shape end (GST)
3f	2 x Timber shelf units & quantity of paint to racks/shelves (GST)	24	2 x 4 Drawer filing cabinets in timber finish (GST)
4	Timber bench unit on castors with storage (GST)	25	5 Piece boardroom Suite comprising oval table & 4 chrome/black clients chairs (GST)
5	2 x Part rolls strapping, box clips, clear film dispenser & part roll (GST)	26	Panasonic KX TDA30 telephone system with 4 x KXT 7630 handsets (GST)
6	Double sided metal mobile glass rack (GST)	27	Filing cabinet, 2 drawer in grey metal (GST)
7	Holley Engineering double sided metal mobile glass racks & contents (GST)	28	Brother multi function centre, model 7420 (GST)
8	Holley Engineering double sided metal mobile glass racks & contents (GST)	29	Acer flat screen monitor & keyboard (GST)
9	Holley Engineering double sided metal mobile glass racks & contents (GST)	30	1 x Executive chair, 2 x typist chairs, gas lift in black leather (GST)
10	Small metal mobile glass rack (GST)	31	Vacant (GST)
11	A. FLICK - Sydney hand polishing machine, 415v (not tested) (GST)	32	Vacant (GST)
12	A. FLICK upright sander/finisher, 240v (not tested) (GST)	33	Vacant (GST)
13	Pilot mod. K50 air compressor on 1500mm horizontal air receiver S/n. 03840069 (GST)	34	Epson TX110 print, scan, copy (GST)
14	Pilot mod. ACT 5T air dryer, S/n. 0620 1957 (GST)		
14a	Approximately 14 x 25kg bags of garnet grade 120 water jet (GST)		

Lot Description**Lot Description**

- 35 4 x Assorted shelving units to office area (GST)
- 36 Westinghouse bar fridge, Mistral kettle, toaster & pedestal fan (GST)
- 37 Panasonic compact colour TV (stand not included) (GST)