

# O'MARAS

VALUERS & AUCTIONEERS

## AUCTION CATALOGUE

Monday 25<sup>th</sup> July 2011

### U.S. MADE GYM EQUIPMENT From 12:30pm

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.  
25% cash deposit required on the fall of the hammer unless  
prior arrangements are made with the auctioneer. This sale is GST inclusive.

**ALL GOODS MUST BE PAID FOR IN FULL BY 12 NOON TUESDAY 26<sup>TH</sup> JULY 2011  
AND REMOVED BY 4:00PM WEDNESDAY 27<sup>TH</sup> JULY 2011 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](http://www.omaras.com.au)

# TERMS AND CONDITIONS OF SALE

1. INTERPRETATION
  - 1.1. "Auctioneer" means A.C.N. 073 168 680 Pty Limited A.C.N. 073 168 680 trading as O'Maras Valuers & Auctioneers A.B.N. 83 073 168 680 and any of its subsidiaries (as defined in Section 46 of the Corporations Act 2001 (Cth)) and includes, where the context permits, the person conducting the auction sale on its behalf;
  - 1.2. "Purchaser" means a purchaser of a lot and where there is more than one, jointly and severally;
  - 1.3. "Vendor" includes each and every one of the owners of the subject lot and the person or company instructing or authorising the Auctioneer to offer that lot for sale and where more than one, jointly and severally.
2. THE PURCHASER
  - 2.1. The Vendor has the right to bid.
  - 2.2. Subject to any reserve price and/or the discretion of the Auctioneer, the highest bidder at an Auction is the Purchaser.
  - 2.3. In the event of any dispute arising between bidders in relation to a lot, the Auctioneer is entitled, in his/her absolute discretion:
    - 2.3.1. settle the dispute between the bidders; or
    - 2.3.2. submit the lot for sale by auction.
  - 2.4. In either circumstance set out in clause 2.3, the decision of the Auctioneer shall be final.
3. PAYMENT
  - 3.1. Unless otherwise agreed, each lot must be paid for by cash or bank cheque immediately on completion of the sale of a lot, and prior to delivery of that lot to the Purchaser.
  - 3.2. 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.
  - 3.3. The Purchaser agrees to pay any buyers premium or processing charge which may be applicable.
  - 3.4. If there is more than one Purchaser, then each Purchaser is jointly and severally liable to pay for all said lots.
4. THE BID
  - 4.1. Unless the Auctioneer specifically states otherwise:
    - 4.1.1. each bid must be at least twenty five percent (25%) in advance of the previous bid;
    - 4.1.2. no party is allowed to retract his or her bid after making it.
    - 4.1.3. the Auctioneer may accept or refuse any bid or bids without having to state his/her reasons.
    - 4.1.4. prior to bidding the Purchaser must complete a Bidder's Registration form and provide:
      - 4.1.4.1. his or her name and residential address;
      - 4.1.4.2. identification;
      - 4.1.4.3. if the Auctioneer requires, must immediately pay down twenty-five cents in the dollar in part payment purchase money.
  - 4.2. If the Purchaser fails to comply with clause 4.1.4.3, the Auctioneer may in his/her absolute discretion immediately submit the lot or lots for re-auction.
5. PRINCIPAL
  - 5.1. The Auctioneer assumes that the Purchaser is the Principal.
  - 5.2. The Purchaser and the Vendor authorise the Auctioneer and/or the Auctioneer's clerk to sign the all documents necessary to complete the sale of any lot.
  - 5.3. The Sale Book and these conditions, except as otherwise provided by State or Federal law, constitute the whole contract between:
    - 5.3.1. the Vendor and the Purchaser;
    - 5.3.2. the Vendor and the Auctioneer; and
    - 5.3.3. the Auctioneer and the Purchaser.
6. RISK
  - 6.1. On the fall of the hammer:
    - 6.1.1. each lot shall be at the Purchaser's risk and expense;
    - 6.1.2. notwithstanding clause 6.1.1, if delivery is made or possession of the lot is obtained by the Purchaser or his/her representative prior to the payment of the purchase money, then the property in the lot does not pass to the Purchaser until payment in full by the Purchaser of the purchase money or the clearing of any cheque given on account of same.
  - 6.2. The Purchaser is responsible for all security measures and insurances in relation to the lot .
  - 6.3. The Purchaser is required to effect all/any insurances at his/her expense.
7. NO WARRANTY
  - 7.1. Except as otherwise provided by state or federal law, no condition or warranty is given (whether express or implied) by the Auctioneer with any lot offered.
  - 7.2. Bidders must satisfy themselves by inspection or otherwise as to the nature and condition of the goods offered for sale.
  - 7.3. All lots are available for inspection prior to commencement of sale and it is deemed that the Purchaser has inspected the goods.
  - 7.4. Each lot is sold "as is", according to these conditions. The Purchaser acknowledges this fact and accepts responsibility for making their own investigations and inspections with respect to any lot in which they may be interested before the auction.
  - 7.5. Except as otherwise provided by state or federal law, the Auctioneer is not liable to pay any compensation in respect of fault or error of description of any lot sold.
  - 7.6. Any statement as to the quantity is approximate only and is as represented to the Auctioneer by the Vendor. The Auctioneer gives no warranty that the quantities 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. If there is no agreement, then the dispute shall be settled by an arbitrator appointed the president of the Institute of Chartered Accountants.
8. REMOVAL OF LOTS
  - 8.1. To prevent inaccuracy in delivery and inconvenience in the settlement of purchases, the Purchaser must not remove any lot during the sale.
  - 8.2. 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.
9. DEFAULT
  - 9.1. 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.
  - 9.2. All losses and expenses incurred by the Vendor and/or the Auctioneer resulting from any resale pursuant to clause 9.1 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:

# TERMS AND CONDITIONS OF SALE

- 9.2.1. the amount of any commission and buyer's premium lost on a purchase as a result of the purchaser not proceeding with the purchase;
- 9.2.2. the cost of advertising in respect of any such purchase;
- 9.2.3. any other costs incurred in such resale.
10. WAIVER
- 10.1. 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 auction site ("Premises").
- 10.2. 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.
11. PREMISES
- 11.1. All members of the public, including Purchasers, enter the Premises entirely at their own risk.
- 11.2. Purchasers and members of the public are warned that dangerous machinery, chemicals or other dangerous items and features may be on the Premises. Everyone entering these premises should be careful.
- 11.3. The Purchaser indemnifies 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.
12. WITHDRAWAL OF LOTS FROM SALE
- 12.1. Items may be withdrawn from Auction without any prior notice to bidders and the Auctioneer is not liable for any loss or compensation whether consequential or otherwise.
13. COPYRIGHT
- 13.1. 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 and conditions contained in licensing agreements before purchase. The Purchaser expressly undertakes to be bound by the terms and conditions of the license for any software which may be installed on computer equipment purchased at auction.
- 13.2. The Purchaser indemnifies the Vendor and the Auctioneer against any legal action or claim by the software owner or any third party in relation to any breach of copyright, moral rights and any other intellectual property rights.
14. ADVERTISEMENTS AND REPRESENTATIONS
- 14.1. Advertisements or brochures for the auction or forthcoming sales are statements of opinions and are not to be relied upon as statements or representations of fact.
- 14.2. If there is any reference to the state of repair, condition, fitness or quality of any goods by the Auctioneer, the Purchaser acknowledges that such reference is information provided by the Vendor and if any dispute arises in such respect then the Purchaser must not take any action against the Auctioneer in relation to such dispute or any subsequent claim, action or court proceeding and the Purchaser agrees to indemnify the Auctioneer from and against all liability (including costs on a full indemnity basis) which may be incurred by the Auctioneer in relation to any such dispute, subsequent claim, action or court proceeding.
15. AUCTIONEERS RIGHTS
- 15.1. The Auctioneer and vendor reserve the following rights which may be exercised by the Auctioneer without giving any reason:
- 15.1.1. to not offer for sale any lot described in the catalogue;
- 15.1.2. to offer for sale part only of any lot described in the catalogue;
- 15.1.3. to offer two or more of the lots described as separate lots in the catalogue for sale together as one lot;
- 15.1.4. if any goods or lots described as separate lots in the catalogue are offered for sale together as one lot and not knocked down to a successful bidder, to offer such goods or lots for auction as separate lots;
- 15.1.5. to withdraw any lot or lots from sale;
- 15.1.6. to refuse to accept the bidding of any person or persons;
- 15.1.7. to refuse any person or persons admission to or eject them from the auction site;
- 15.1.8. to refuse to accept any bid for a lot being less than a sum named from time to time by the auctioneer;
- 15.1.9. to keep secret the existence and quantum of the reserve price, if any of a lot prior to the close of bidding or withdrawal of the lot.
16. SALE OF PLANT IN NEW SOUTH WALES
- 16.1. The Purchaser acknowledges that:
- 16.1.1. the *Occupational Health & Safety Act 1983* (the "Act") and the subsequent Occupational Health & Safety Regulations ("Regulations") impose obligations in respect of safety for workers arising out of the design, manufacture and supply of plant and equipment for use in the workplace;
- 16.1.2. the Auctioneer and the Vendor have warned prospective Purchasers that no plant offered for sale is fit for use in any workplace and it is the Purchaser's or users responsibility to ensure that the plant is brought to a standard necessary to comply with the Act and the Regulations before using it and to carry out testing and examination to ensure it is safe and fit for use in the workplace;
- 16.1.3. any relevant occupational health and safety information (if any) with any plant or equipment was prepared by the designer or manufacturer. The Purchaser must not make any claim against the Auctioneer whatsoever in relation to such information and neither the Auctioneer nor the Vendor make any representation in relation to the information whatsoever, including in regards to the validity or the correctness of it;
- 16.1.4. where no such information and/or records are available or cannot otherwise be developed:
- 16.1.4.1. no liability for the actions of same is assumed by the Auctioneer and/or the Vendor;
- 16.1.4.2. the Auctioneer and the Vendor have advised the Purchaser that the plant equipment can only be sold for the purposes of scrap or spare parts;
- 16.1.4.3. the Purchaser must not make a claim against the Auctioneer whatsoever in relation to the non-existence of such information;
- 16.1.5. it is the responsibility of the Purchaser to ensure that the Purchaser seeks to ascertain the information and/or records of the Purchaser's own accord.
- 16.2. Breaches of the Act or the Regulation carry very heavy penalties. In the interest of health and safety for workers, safety inspections of all plant purchased at auction must be performed by the Purchaser. Where plant is to be used in areas not covered by the Act and the Regulations the Purchaser should regard the plant as unfit for use.
17. CAPACITY
- 17.1. The Purchaser hereby warrants to the Auctioneer that the Purchaser is over eighteen (18) years of age and has capacity to make a legally binding contract.
18. INDEMNITY
- 18.1. The Auctioneer is acting as agent for the Vendor. If there is any claim or a dispute arises by the Purchaser (whether before or after the Auctioneer has paid the Vendor) then such dispute or claim shall be between the Purchaser and the Vendor.
- 18.2. The Purchaser agrees that the Auctioneer shall be excluded from any subsequent action or court proceedings ("Proceedings").
- 18.3. The Purchaser agrees to indemnify and keep indemnified the Auctioneer for any liability or costs incurred by the Auctioneer in relation to any Proceedings. This clause shall not merge on completion.

# 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 by 12 noon the day 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 8am to 4pm weekdays only. THE DEADLINE FOR PICK UP IS 4PM WEDNESDAY (No Exceptions)

A minimum storage fee of \$10.00 per item per day will apply after this. Larger items will incur a higher fee.

### 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 the following day

#### 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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**Catalogue**

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**Gym Equipment****Monday 25 Jul 2011****Starting at: 12:30 PM****Gym Equipment****To be held at our Auction Rooms:  
112 Lilyfield Road Lilyfield****Terms: Cash, EFTPOS, Direct Deposit and Credit Cards (a 1.5% surcharge applies  
Credit Card Payments)**

<b>Lot</b>		<b>GST*</b>	<b>Lot</b>	<b>GST *</b>
1253	Seated chest press 100lb/45.5kg white powder coat vinyl padded seat (Not tested)			
1254	Standing arm curl 75lb/ 34kg white powder coat (Not tested)			
1255	Seated leg curl 100lb/ 45.5kg white powder coat vinyl padded seat (Not tested)			
1256	Standing tricep 75lb/ 34kg white powder coat (Not tested)			
1257	Seated leg extension 75lb/34kg white powder coat vinyl padded seat (Not tested)			
1258	Seated leg press 200lb/91kg white powder coat vinyl padded seat (Not tested)			
1259	Seated lever LAT 100lb/ 45.5kg white powder coat vinyl padded seat (Not tested)			
1260	Shoulder press 75lb/ 34kg white power coat vinyl padded seat (Not tested)			