



O'MARAS



VALUERS & AUCTIONEERS

AUCTION CATALOGUE

FLAT BREAD BAKING LINE

Tuesday 15th December 2009 @ 10:30am
779 Punchbowl Rd, Punchbowl NSW

Inspections: 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 CLOSE OF BUSINESS DAY AFTER SALE &
REMOVED BY 4:00 PM FRIDAY 18TH DECEMBER, NO EXCEPTIONS**



www.omaras.com.au

02 9555 7000



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.

Information For Buyers

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

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.

Bank Details for Direct Deposits

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

Collection

Full payment must be settled by close of business day after sale

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 Friday 18th December (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 close of business day after sale.

Payment Types:

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

Applicable Charges:

- EFTPOS \$5.00 per transaction;
- 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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O'MARAS

VALUERS & AUCTIONEERS

112 Lilyfield Rd, Lilyfield NSW 2040

First In Room Sale in 2010
Monday 11th January

Visit our website for the latest news & online bargains

www.omaras.com.au

O ' M A R A S

VALUERS & AUCTIONEERS

Yassin Bakery 15/12/09

Tuesday 15 December 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	Qty
1	Lots 2-19	1
2	Berto Spiral Dough Mixer, Model Ast300, S/n. 13593, Date Of Manufacture: May 08, 300kg Dough Capacity, With Bowl Lifter	1
3	2 X Stainless Steel Mobile Preparation Tables	1
4	Bimatic Dough Divider With Triple Auger Feed Extruders And Cutters, With Overhead Flour Sprinkle & Bimatic Digital Read Out, S/n. 080108	1
5	Bimatic 7 Tier Primary Proofer Belt Conveyor System, S/n. 080155	1
6	Bimatic Triple Row 2 Stage Dough Flattener With 90 Degree Angle Roller Over Conveyor, S/n. 080094	1
7	Bimatic Final Proofer With 15 Tiers Of Belt Conveyors, The Dough Is Turned Each Time It Changes From One Conveyor To The Next, S/n. 080154	1
8	Bimatic Gas Fired Tunnel Oven With Fan Forced Blowers, S/n. 080101	1
9	Bimatic Plastic Slat Cooling Conveyors Including circular Sections, Corner Sections And Straights, Approx. 40-50m In Total, S/n. 080153 And 080152 With Steel Fabricated Packing Table (3770 X 1600mm) And Conveyor (700mm width)	1
10	10 X Tier Mobile Steel Fabricated Bakers Racks	1
11	Steel Fabricated Mobile Shop Counter With Granite Bench Top, Approx 4305 X 1200 X 60mm	1
12	9 X Assorted Chairs And Steel Fabricated Stand	1
13	Contents Of Kitchen To Include: Unbranded Fridge/freezer, Crockery, Table, 3 X Assorted Digital Scales, Commercial Electric Insect Killer	1
14	Pilot Model Tm17 Air Compressor, S/n. 071956072 (as is)	1
15	Marano Vicentino Model Inm200 Industrial Mixer (as Is, incomplete)	1
16	Unbranded Reciever Mounted Compressor With Hour Meter Reading 1,076hrs. Complete With Air Dryer And Air Com Pietro Mosezzo Steel Welded Tank	1
17	Pullman Model As400 Industrial Vacuum Cleaner	1
18	Manildra Group Stray Bakes Flour 50 X 12.5kg Net	1
19	Manildra Flour Mills Fine Meal Flour 21 X 25kg net	1