

O'MARAS

VALUERS & AUCTIONEERS

AUCTION CATALOGUE

Monday 21st March 2011

MOTOR VEHICLES & MACHINERY From 1:00pm

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 22nd MARCH
AND RE MOVED BY 4:00PM WEDNESDAY 23rd MARCH 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

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)

Visit our website for the latest news & online bargains
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02 9555 7000
www.omaras.com.au

Catalogue

Motor Vehicles, Machinery & Equipment

Monday 21 Mar 2011

Starting at: 1:00 PM

**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)**

Lot		GST*	Lot		GST *
1500	NEC compact T.V, NEC Teletext TV, NEC VCR on mobile stands as is (not tested)	✓	1524	Breathing apparatus in clear case	✓
1501	Roll up tripod projector screen	✓	1525	BEARING heater (not tested)	✓
1502	Hanging plan rack mobile	✓	1526	Metal 3 drawer filing cabinet with quantity of electrical testing equipment (not tested)	✓
1503	FISHER AND PAYKEL domestic refrigerator (not tested)	✓	1527	MAKITA 450mm cut of saw (not tested)	✓
1504	ASTON AC ARC welder as is (not tested)	✓	1528	2 drawer beige filing cabinet. No key	✓
1505	Metal 4 drawer filing cabinet	✓	1529	HITACHI radial arm drop saw (not tested)	✓
1506	Metal 4 drawer filing cabinet	✓	1530	Steel guard 2 door upright safe top door electronic keypad (no combination) lower door keyed with key	✓
1507	NYLEX 'Step safe'	✓	1531	4 x Laminated credenzas. As is	✓
1508	Stainless steel folding leg bench as is - 950x600 Stainless steel	✓	1532	8 x white melamine upright display units brackets missing	✓
1509	Metal toolbox (suit truck) hinged strut doors, ladder rack 2000x 600 x 900 h	✓	1533	Canon IR 5000 photocopier	✓
1510	Metal toolbox (suit truck) hinged strut doors, ladder rack 2000x 600 x 900 h	✓	1534	Stainless steel bench top with splashback 3900 x 800 mm & 3 tier under shelf	✓
1511	Metal 2 door stationary cabinet	✓	1535	Timber veneer writing desk 1000x550	✓
1512	Metal 2 door stationary cabinet	✓	1536	Timber veneer writing desk 900x500	✓
1513	3 x Industrial compressors to steel rack for cool room Refrigeration. As is Ryno soup warmer (not tested)	✓	1537	Timber veneer writing desk 1100x550	✓
1514	GMF cadet single phase pipe bender with formers (not tested)	✓	1538	Timber veneer writing desk 880x550	✓
1515	Quantity of steel solid fridge shelves & Flour tubs to pallet	✓	1539	AEGIS pipe and cable locator CZ6000 MKII (not tested)	✓
1516	Electric oil pump on trolley (not tested)	✓	1540	DETECTOR pipe and cable locator	✓
1517	ORWAK model 9020 bale press S/No 48581. 400v 3P (not tested)	✓	1541	Installation tester (not tested)	✓
1518	4 x assorted glass bottle trolleys	✓	1542	SAFETCHECK electrical cord tester (not tested)	✓
1519	3 x large, 3 x small wire display stands	✓	1543	DYNATEL 573 sheath fault cable locator (not tested)	✓
1520	CIG tranarc easy welder (not tested)	✓	1544	Mini Lab model 603B (not tested)	✓
1521	Mobile 3 tier Stainless steel trolley with wood grain melamine shelves	✓	1545	TRIO 15MHZ oscilloscope CS1560 A II (not tested)	✓
1522	Mobile 3 tier Stainless steel trolley with wood grain melamine shelves	✓	1546	Whiteboard & pin board wall mount. 900 x 1200	✓
1523	Trestle table	✓	1547	Grey melamine desk with pedestal & 4 Person upright locker (no keys), Gas lift chair	✓

Lot		GST*	Lot		GST *
1548	3x Timber veneer desk tops 2100x1000	✓	1578	MICROCAM laminator 460mm roll (not tested)	✓
1549	Timber veneer writing desk 880x550	✓	1579	2 x pipe vices on stands (not tested)	✓
1550	Timber veneer table twin pedestal base 1500x850	✓	1580	Approx 24 metal road barrier supports and 16 barricade	✓
1551	Timber veneer writing desk 760x380	✓	1581	COMPAK single phase air compressor (not tested)	✓
1552	Timber veneer cabinet 1320x600x1300	✓	1582	COMPAK 2 stoke air compressor (not tested)	✓
1553	White laminate book case 900x400x2080	✓	1583	Cable reel unwinding frames as is	✓
1554	Timber veneer and laminate 2 door credenza	✓	1584	NAMCO metal 2 drawer filing cabinet	✓
1555	4 x GRT televisions, 2 x PABX telephones (not tested)	✓	1585	Metal 4 drawer filing cabinet	✓
1556	Wood grain melamine storage cabinet with 2 x mirrored ends 1800 x 400 x 1500 mm	✓	1586	5 tier chrome shelving unit 900 x 450 x 1800 mm	✓
1557	Wood grain melamine storage cabinet with 2 x mirrored ends & hooks to back 1800 x 400 x 1500 mm	✓	1587	5 tier chrome shelving unit 900 x 450 x 1800 mm	✓
1558	Wood grain melamine storage cabinet with 2 x mirrored ends & hooks to back 1800 x 400 x 1500 mm	✓	1588	ACY PACIFIC TDF-12 FLANGE ROLLER S/N: 09-0302-0007, DOM 02/2009	✓
1559	Wire stillage 600 x 600 x 860mm incomplete	✓	1589	ACY PACIFIC ROLL FORMER	✓
1559A	Wire stillage 760 x 600 x 860mm	✓	1590	03/07 HOLDEN RODEO RA 2WD UTE, Manual Transmission, Petrol Engine, White Duco, Grey Upholstery, Air-conditioning, Power Steering, Sign Written, Vin: MPATFR27J7H522806, Engine No: 10H9J062750004, NSW Registration: BHS50Z, Valid to 17/05/11	✓
1559B	Wire stillage 760 x 600 x 860mm	✓	1590A	07/2009 Nissan Tiida, 5 Door hatchback, Manual transmission, Petrol engine, White duco (sign written), Grey upholstery, Tinted windows, Air-conditioning, Major damage to driver side front bumper, Odometer Reads: 30,000 kms Vin: MNTFBAC11A0014307, NSW Rego: BLS07K, Valid to 19/10/10 (expired) Will not start	✓
1560	LOVELOCK LUKE refrigerant recovery unit on trolley (not tested)	✓	1591	06/05 HOLDEN RODEO LX single cab utility, manual transmission, petrol, 3.5V6 engine, white duco, grey upholstery, air con, power steering, ladder racks, fair condition, sign written, vin: MPATFR26J5H570558, odometer reads: 73,985kms, NSW Rego AT64WA, valid until 20/10/11	✓
1561	LOVELOCK LUKE refrigerant recovery unit on trolley (not tested)	✓	1592	04/1987 ISUZU NKR585A Truck with steel tray, manual transmission, diesel engine, white duco, tan vinyl upholstery, ladder rack, rust to cab, scratches to duco, rust to tray, oil leak to engine, Odometer reads 305802 KMs, VIN - JAANKR572F0518022, Engine No. 821672, NSW Reg VQQ554, Valid to 2/2/11 (Expired)	✓
1562	Eagle electric air compressor 2hp 24 litre (not tested)	✓	1593	Ford Transit	✓
1563	Pilot air trademaster 12 electric air compressor (not tested)	✓			
1564	Metal 4 Drawer filing cabinet	✓			
1565	Electric air compressor (not tested)	✓			
1566	Lifting platform 500kg 1000 x 500 mobile (not tested)	✓			
1567	HILTI demolition hammer (not tested)	✓			
1568	Whirlpool frost free domestic refrigerator (not tested)	✓			
1569	AND MERCURY 100kg platform scales (not tested)	✓			
1570	MAKITA MODEZ 1401 wet & dry vacuum cleaner (not tested)	✓			
1571	NILFISK Vacuum cleaner (not tested)	✓			
1572	Metal 4 drawer filing cabinet	✓			
1573	Metal 2 door stationary cabinet	✓			
1574	BROWN BUILT metal 4 drawer filing	✓			
1575	Metal 3 drawer filing cabinet	✓			
1576	Metal 3 drawer filing cabinet	✓			
1577	Metal 2 drawer filing cabinet	✓			

Lot	GST* Lot	GST *
1594	07/07 MAZDA BT50 B3000 utility, manual transmission, diesel engine, white duco, grey upholstery, air con, power steering, 2 door, 4 seater freestyle cab, ladder racks, sign written, vin: MMOUNYOE30064738, engine no: WEAT122140, odometer reads 95,485kms, NSW Rego BCG50X, valid until 19/07/11	<input checked="" type="checkbox"/>
1595	Shipping container 20 foot poor condition	<input checked="" type="checkbox"/>