



O'MARAS



VALUERS & AUCTIONEERS

AUCTION CATALOGUE

VEHICLES & MACHINERY

Monday 27th April 2009
12 NOON

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 WEDNESDAY 29th APRIL
& REMOVED BY 4.00 PM FRIDAY 1st MAY, NO EXCEPTIONS.**



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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

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.

Payment

Full Payment is due the day of the auction.

Payment is by Cash, Bank cheque, EFTPOS or Credit card (Visa, MasterCard). The following charges apply - 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

BANK DETAILS FOR DIRECT DEPOSITS

Bank: Westpac; Account Name: O'Mara's; BSB: 032102; Account No.: 470 798

Collection

All goods must be paid for in full by the Wednesday 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 until 4pm the Wednesday following the auction (No Exceptions)

DEADLINE FOR PICK UP IS 4pm Wednesday

A storage fee for each item of \$10.00 per day will apply after this.

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)

Sydney In Rooms Sales

Monday 11th May
Monday 25th May
Tuesday 9th June

Online Auctions

Wine
Computers/IT
Home Wares

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O'MARAS

VALUERS & AUCTIONEERS

112 Lilyfield Road
LILYFIELD

VEHICLES & MACHINERY 27/04/09

Monday 27 April 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	Lot	Description
1200	Bench Vice 5" W/anvil (VIC002) (GST)	1223	Bitzer 30hp Refrigeration Compressor Electric-used (2082) (GST)
1201	Power Puller 2ton 3m (CAB002A) (GST)	1224	Courtyard Umbrella (no Base) 4300mm High Approx. 6000mm diameter (GST)
1202	12 Volt Boat Winch 980 Kg (BOA 001) (GST)	1225	Stainless Steel Bin With Mesh Dividers (GST)
1203	Quantity Of Catering Clothing Waiters Jackets Etc. (GST)	1226	Pallet Of Assorted Pcs Unknown specs (GST)
1204	3hp Belt Drive Air Compressor 50 ltr Tank (AIR006) 16CFM Tamworth ELMV 108923 (GST)	1228	08/2005 Holden U28 VIC 03-714 V6 Alloytec S Tray Top 1 Tonne Ute Petrol Engine, Black Duco, CD Player, Sign Written, Overall Good Condition, Tyres: Rear 10% Front 40%, VIN 6G12K03B85L486878, 69,616km on odometer, Registration no AG42JV Valid until 08/09
1205	5.5hp Petrol Belt Compressor 50 ltr Tank (AIR055) Tamworth ELMV 108923 (GST)	1229	05/2006 Toyota Corolla Ascent Sedan, Automatic 1.8Lt Petrol Engine, Silver Duco, Grey Upholstery, A/c, Power Steering, Sign Written, VIN JTDBR22E000253788, 25705km on odometer, registration no AK61KV valid until 06/09
1206	Quad Bike Ramp Aluminium Load Capacity 1500lbs. Pair Of. (QUAD500) (GST)	1230	1989 Mitsubishi FM557 Truck, VIN No. 6F6M4J33DKA020313, Eng No. 6D16568339, 450, 719kms on odometer, with Unic UTurbo Finger Crane, 13.33m Reach, 3030kg Lift 3.73m. Model UR505, 3T Capacity, S/N A500323, Date of Manufacture 04/1989 (GST)
1207	Motorcycle Lift (MOT050) Tamworth ELMV 108923 (GST)		
1208	2 x 0.5 Ton, 2 Stage Transmission Jack (JAC015) Tamworth ELMV 108923 (GST)		
1209	Folding Engine stand 2000 lb (ENG004) Tamworth ELMV 108923 (GST)		
1210	2 x Pallet Truck (PAL004) Tamworth ELMV 108923 (GST)		
1211	1000lb Tall Transmission Jack (JAC012) Tamworth ELMV 108923 (GST)		
1212	Stillage Wire Container (STI001) 1200 x 1000 x 900, 800 kg Tamworth ELMV 108923 (GST)		
1213	1 Ton Folding Hoist Mobile (ENG001) Tamworth ELMV 108923 (GST)		
1214	Metabo Mod Mf E 1125s Chasing Machine With Vacuum Attachment By Metabo		
1215	Mobile Stock Pick Trolley (GST)		
1216	Mobile Stock Pick Trolley (GST)		
1217	Mobile Stock Pick Trolley (GST)		
1218	Mobile Stock Pick Trolley (GST)		
1219	41 x Ezy Strut Cable Ladders 600x 340x 95mm (GST)		
1220	Large Bale Press (GST)		
1221	Bitzer 22hp Refrigeration Compressor Electric-used (2080) (GST)		
1222	Bitzer 22hp Refrigeration Compressor Electric-used (2081) (GST)		