



# Nanport Pty Ltd (In Liquidation)



## **AUCTION CATALOGUE**

**AUCTION SALE TO BE HELD ONLINE ONLY VIA HYMANS SIMULCAST**

**129 WOODWARD ROAD, BUNDABERG QLD 4670**

**Concluding at 4:00pm Friday 9th April 2021**

**UNDER INSTRUCTIONS FROM: Gavin Moss of Chifley Advisory & The Secured Creditor**



**IN THE MATTER OF: Nanport Pty Ltd (In Liquidation)**

**INSPECTION: Wednesday 7th April 8:30am - 3:30pm AEST and by Appointment with Vin Bourke**

**ENQUIRIES: Vin Bourke 0416 865 549**

**NOTES: A BUYERS PREMIUM OF 9% + GST WILL APPLY TO ALL LOTS SOLD**

**HAMMER PRICE IS EXCLUSIVE OF GST AND BUYERS PREMIUM**

**SOME LOTS MAY BE SUBJECT TO REDEMPTION**

**ALL LOTS MUST BE PAID FOR BY COB MONDAY 12TH APRIL**

**ALL LOTS MUST BE REMOVED BY 4:00PM ON WEDNESDAY 14TH APRIL**

## **EVERYTHING MUST BE SOLD!**

LOT	QTY	DESCRIPTION	RISK CODE
1	1	<p>Prime Mover - Freightliner, Coronado FLX Glider  DOM: 2013  Compliance Date: 04/2014  6 x 4  Road Train Rated  Colour: White  Engine Make: Detroit  Engine Model: EGRDD15  560 Horsepower  Gearbox Make: Eaton Fuller  18 Speed Manual  Reg. No: 253TRE  Reg. Exp: Not Registered  Odometer: 905,914Km (From Log Book 03/06/2019)  Spring Suspension Front  Air Bag Suspension Rear  Alloy Rims  Tyre Size Front: 295/80R22.5  Tyre Wear Remaining: 50%  Tyre Size Rear: 11R22.5  Tyre Wear Remaining: 30%  GCM: 106000 Kg  Surface Rust</p> <p><b>Notes: Bull Bar, LED Light Bars, Stone Guard, Sleeper, Viesa Sleeper Cooling System, Sunvisor, Pneumatic/Hydraulic, Jost TurnTable</b>  <b>Advised This Vehicle's Motor Is Blown at Time of Inspection</b></p> <p>VIN:1FVJG7DR8ELFM0050</p>	1, 2, 5, 7, 26, 27, 28, 31
2	1	<p>Prime Mover - Kenworth, T404  DOM: 2004  Compliance Date: 06/2004  B-Double Rated  Colour: White, Decal  Engine Make: Detroit  Engine Model: Series 60  Gearbox Make: Eaton Fuller  18 Speed Manual  Reg. No: 964LBD  Reg. Exp: Not Registered  Odometer: 237,373Km Showing (Assumed 1,237,373Km)  Spring Suspension Front  Air Bag Suspension Rear  Alloy Rims  Tyre Size Front: 295/80R22.5  Tyre Wear Remaining: 50%  Tyre Size Rear: 11R22.5  Tyre Wear Remaining: 50%  GCM: 75000 Kg  Surface Rust</p> <p><b>Notes: Bullbar, Driving Lights, Jost Turntable, Cracked Rear Guards, Alloy Tanks</b>  <b>Advised Motor Was Rebuilt 400,000 Kms Ago,</b>  <b>Advised Engine Has Ring Issues at Time of Inspection</b></p> <p>VIN: 6F50000004A426791</p>	1, 2, 5, 7, 26, 27, 28, 31

LOT	QTY	DESCRIPTION	RISK CODE
3	1	<p>Prime Mover - Western Star, 4800FX (4864)  DOM: 2008  Compliance Date: TBC  6 x 4  Road Train Rated  Colour: White, Decal  Engine Make: Cummins  Engine Model: ISX  520 Horsepower  Gearbox Make: Eaton Fuller  18 Speed Manual  Reg. No: 325KKA  Reg. Exp: Not Registered  Odometer: 463,497 Showing (Assumed 1,463,497Km)  Spring Suspension Front  Air Bag Suspension Rear  Diffs: Meritor RT46  Alloy Rims  Tyre Size Front: 295/80R22.5  Tyre Wear Remaining: 60%  Tyre Size Rear: 11R22.5  Tyre Wear Remaining: 60%  GCM: 90500 Kg  Surface Rust  <b>Notes: Broken Key, Cracked LH Front Guard, LED Light Bar, Sleeper Cab, Long Range Fuel Tanks, Jost Turntable, Pneumatics/Hydraulics, Long Range Alloy Tanks</b>  VIN: 5KKJAEBG88PZ67790</p>	1, 2, 5, 7, 26, 27, 28, 31
4	1	<p>Prime Mover - Iveco, Powerstar ATN485  DOM: 2011  Compliance Date: 07/2011  6 x 4  Road Train Rated  Colour: White, Decal  Engine Make: Cummins  Engine Model: 1SXEGR  550 Horsepower  Gearbox Make: Eaton Fuller  18 Speed Manual  Reg. No: 110SHW  Reg. Exp: Not Registered  Odometer: 750,000Km (Advised and Assumed - Battery Removed - No Odometer Reading Available )  Spring Suspension Front  Air Bag Suspension Rear  Alloy Rims  Tyre Size Front: 295/80R22.5  Tyre Wear Remaining: 60%  Tyre Size Rear: 11R22.5  Tyre Wear Remaining: 60%  GCM: 90500 Kg  Surface Rust  <b>Notes: Bull Bar, LED Light Bar, Jost Turntable, Sunvisor  Gearbox Out Of Vehicle  Drive Shaft Out, Cracked Bell Housing and Has Parts Removed Including Clutch, Gearbox and Tail Shaft</b>  VIN: 6F2SFAN00BDU30064</p>	1, 2, 5, 7, 26, 27, 28, 31

LOT	QTY	DESCRIPTION	RISK CODE
5	1	<p>Prime Mover - Sterling, HX9500 (LT9500)  DOM: 2009  Compliance Date: 04/2009  6 x 4 Prime Mover  Colour: White, Decal  Engine Make: Mercedes Benz  Engine Model: MP8  450 Horsepower  Gearbox Make: Eaton  18 Speed Manual  Reg. No: 935LMY  Reg. Exp: Not Registered  Odometer: 108,345 Showing (Assumed 1,108,345Km)  Spring Suspension Front  Air Bag Suspension Rear  Alloy Rims  Tyre Size Front: 295/80R22.5  Tyre Wear Remaining: 40%  Tyre Size Rear: 11R22.5  Tyre Wear Remaining: 60%  GCM: 50,000Kg  Nil Rust  <b>Notes: Hydraulics (Tippers), LED Light Bars, Alloy Tanks, Stoneguard  Advised Starter Solenoid Fault Issues at Time of Inspection</b></p> <p>VIN:2FZJAZCV49AAE1506</p>	1, 2, 5, 7, 26, 27, 28, 31
6	1	<p>Spreader - Mercedes Benz, Axor 1833  DOM: 2006  Compliance Date: 08/2006  4 x 4  Colour: White, Decal  Engine Make: Mercedes Benz  Engine Model: OM926LA  326 Horsepower @ 2 200 rpm  Gearbox Make: Mercedes Benz  8 Speed Manual  Reg. No: 489SWY  Reg. Exp: Not Registered  Odometer: No Odometer Available  Advised Approx. 33,000Km; 15,000 Hours  Spring Suspension  Diffs: Mercedes Benz H7 Cross Locks  Disc Steel Rims  Tyre Size Front: 385/65R22.5  Tyre Wear Remaining: 40%  Tyre Size Rear: 315/80R22.5  Tyre Wear Remaining: 40%  GCM: 45,000 Kg  <b>Notes: No Battery (Odometer Not Available) Advised This Vehicle Has A Blown Motor,  Dickey John Land Manager Controller, Stainless Steel Fabricated 8 Tonne Spreader Body, Hydraulically  Driven Feed Conveyor, Variable Disc Spreader and Fittings</b></p> <p>VIN:WDB9505622L146753</p>	1, 2, 5, 7, 26, 27, 28, 31

LOT	QTY	DESCRIPTION	RISK CODE
7	1	<p>Tipper Truck - Sterling, LT9500HX  DOM: 2006  Compliance Date: 07/2006  6 x 4  Tipper Truck  Colour: White, Decal  Engine Make: Detroit  575 Horsepower  Gearbox Make: Eaton Fuller  18 Speed Manual  Reg. No: 775MDS  Reg. Exp: Not Registered  Odometer: 1,200,000Km (Advised)  Spring Suspension Front  Air Bag Suspension Rear  Alloy Rims  Tyre Size Front: 295/80R22.5  Tyre Wear Remaining: 40%  Tyre Size Rear: 11R22.5  Tyre Wear Remaining: 50%  GCM: 70000 Kg (Including Dog Trailer)  Surface Rust  <b>Notes: Advised This Vehicle has Oil Leaks, Dropped Ring, Battery Flat (No Odometer Available)</b>  <b>Fitted With Hamelex White Aluminium Tipping Body Approx. 20m³, Grain Door, Ladders External, Manual Tarpaulin, Ringfeed</b></p> <p>VIN:2FZJAZCK77AX82737</p>	1, 2, 5, 7, 26, 27, 28, 31
7A	1	<p>Agitator Truck - International , S Line  DOM: Assumed early 1990's  Compliance Date:  6 x 4 Agitator Truck  Colour: White,  Engine Make: Cummins  Engine Model: N14  525 Horsepower  Odometer: Not Available  Spring Suspension Front  Suspension Rear  Alloy Rims  Major Rust  <b>Notes: Fitted with Cesco Agitator Body Approx. 7.8m³ Mixing Capacity, Beacons</b>  <b>Advised This Vehicle Is Operational - Though Not Used For Approx. 12 Months</b></p>	1, 2, 5, 7, 26, 27, 28, 31
8	1	<p>Triaxle Tipper Trailer - Tefco/Hamelex  DOM: 2012  Compliance Date: 01/2012  Alloy Triaxle Tipper Trailer  Reg. No: 750QXH  Reg. Exp: Not Registered  Air Bag Suspension  Alloy Rims  TOA  Tyre Size: 11R22.5  Tyre Wear Remaining: 60%  Nil Rust  <b>Notes: ATM 43,000Kg, Grain Door, Ladder, Manual Tarpaulin</b></p> <p>VIN: 6T9T25R11B0KYM003</p>	1, 2, 5, 7, 26, 27, 28, 31

LOT	QTY	DESCRIPTION	RISK CODE
9	1	<p>Tipper Trailer - Maxitrans, HXWST3  DOM: 2010  Compliance Date: 03/2010  Alloy Triaxle Slider Tipper A Trailer  B Double Lead Trailer  Reg. No: 123QRK  Reg. Exp: 15/03/2021  Ringfeeder  Air Bag Suspension  Alloy Rims  Tyre Size: 11R22.5  Tyre Wear Remaining: 20%, 1 Shredded  Nil Rust  <b>Notes: ATM 41,000Kg, Grain Door, Ladder, Manual Tarpaulin, Ringfeeder  Rear Tyre Shredded</b>  VIN: 6HUMTAHXW0H0T1356</p>	1, 2, 5, 7, 26, 27, 28, 31
10	1	<p>Tipper Trailer - Lusty EMS, Tri Semi Tipper  DOM: 2004  Compliance Date: 10/2004  Alloy Triaxle Slider A Tipper Trailer  B Double Lead Trailer  Sign Written  Reg. No: 836QKQ  Reg. Exp: 03/04/2021  Air Bag Suspension  Alloy Rims  Tyre Size: 11R22.5  Tyre Wear Remaining: 50%  Nil Rust  <b>Notes: ATM 38,000 Kg, Grain Door, Ladder, Manual Tarpaulin</b>  VIN: 6F8T250004LE03919</p>	1, 2, 5, 7, 26, 27, 28, 31
11	1	<p>Tipper Trailer - Lusty EMS  DOM: 2005  Compliance Date: 02/2005  Alloy Triaxle Tipper Trailer  Sign Written  Reg. No: YQ21EU  Reg. Exp: Not Registered  Air Bag Suspension  Alloy Rims  TOA  Tyre Size: 11R22.5  Tyre Wear Remaining: 30%  Nil Rust  <b>Notes: ATM 38,000Kg, Grain Door, Ladder, Manual Tarpaulin</b>  VIN: 6F8T250005LEO4059</p>	1, 2, 5, 7, 26, 27, 28, 31
12	1	<p>Trailer - Tefco/Hamelex, 4 Axle Dog Trailer  DOM: 2001  Compliance Date: 05/2001  4 Axle (Quad Dog) Alloy Tipper  Reg. No: 048QHF  Reg. Exp: Not Registered  Air Bag Suspension  Alloy Rims  Tyre Size: 11R22.5  Tyre Wear Remaining: 50%  Nil Rust  <b>Notes: ATM 33,000Kg, Grain Door, Manual Tarpaulin, External Ladders, Ringfeeder</b>  VIN: 6T9T24R0110KYM006</p>	1, 2, 5, 7, 26, 27, 28, 31

LOT	QTY	DESCRIPTION	RISK CODE
13	1	Tipping Trailer - Hercules, HEST-2 DOM: 2005 Compliance Date: 01/2005 Dual Axle Alloy Tipper Slider A Trailer B Double Lead Trailer Reg. No: 642QLY Reg. Exp: Not Registered Air Bag Suspension Alloy Rims Tyre Size: 11R22.5 Tyre Wear Remaining: 70% Nil Rust <b>Notes: ATM 32,000Kg Grain Door, Manual Tarpaulin, Ladder</b> VIN: 6T9T25V9750AFH033	1, 2, 5, 7, 26, 27, 28, 31
14	1	Tipping Trailer - Hercules, HEST-2 DOM: 2005 Compliance Date: 10/2005 Dual Axle Alloy Tipper B Trailer Sign Written Reg. No: 643QLY Reg. Exp: 16/04/2021 Air Bag Suspension Alloy Rims Tyre Size: 11R22.5 Tyre Wear Remaining: 40% Nil Rust <b>Notes: ATM: 32,000 Kg, Grain Door, Manual Tarpaulin, Ladder</b> VIN: 6T9T25V9750AFH034	1, 2, 5, 7, 26, 27, 28, 31
15	1	Trailer - Home Built Single Axle Spreader Trailer, Stainless Steel Fabricated Bin 10 Tonne Capacity With Hydraulically Driven Belt Outfeed Adjustable Spreader Wheels S/N: Not Visible	1, 2, 5, 7, 26, 27, 28, 31
16	1	Trailer - Home Built Single Axle Spreader Trailer, Stainless Steel Fabricated Bin 8 Tonne Capacity Hydraulically Driven Belt Outfeed Conveyors 3 Rower S/N: Not Visible	1, 2, 5, 7, 26, 27, 28, 31
17	1	Tractor - Case IH, Puma 145 CVT, BPNC FF DOM: 2014 Enclosed Cabin, Air Conditioned ROPS Cabin Colour: Red Engine Make: Case IH FPT Engine Model: Case IH Puma 145 PowerShift Horsepower: 142Kw @ 2200 rpm Transmission: Powershift Dual Range Hours: Flat Battery Hour Meter Not Available PTO Drive 3 Point Linkage Rigid Chassis Reg. No: 29963C Reg. Exp: 16/09/2021 Tyre Size Front: 480/65R28 Tyre Size Rear: 600/65R28 Tyre Wear Remaining: 70% Nil Rust Tractor No: ZEBP52485 S/N: 00123080784228449	1, 2, 3, 4, 5, 7, 9, 17, 19, 20, 26, 27, 28, 31

LOT	QTY	DESCRIPTION	RISK CODE
18	1	<p>Row Crop Tractor - Massey Ferguson, 6465 Dyna 6  DOM: 2005  Enclosed Cabin, Air Conditioned  ROPS  Colour: Red  Engine Make: Perkins  Horsepower: 118Hp  32 Speed Creeper Manual  Hours: No Battery - Hour meter Not Available  PTO Drive  3 Point Linkage  Rigid Chassis  Reg. No: C65669  Reg. Exp: Not Registered  Tyre Size Front: 14.9R28  Tyre Size Rear: 18.4R28  Surface Rust  <b>Notes: Advised This Tractor Has Transmission Issues</b></p> <p>S/N: N49794  Chassis No: R185029</p>	1, 2, 3, 4, 5, 7, 9, 17, 19, 20, 26, 27, 28, 31
19	1	<p>Tractor - Massey Ferguson, 5475SA  DOM: Assumed 2005 - 2008  Enclosed Cabin, Air Conditioned  ROPS Cabin  Colour: Red  Engine Make: Sisu  Gearbox Make: Massey Ferguson  Horsepower: 98Kw @ 2200 RPM  16 Speed Partial Power Shift  Hours: No Battery Hours Not Available  PTO Drive  3 Point Linkage  Rigid Chassis  Reg. No: C95805  Reg. Exp: Not Registered  Surface Rust  <b>Notes: Dickey John Load Manager System,  Advised This Tractor Has Transmission Issues</b></p> <p>S/N: Not Visible</p>	1, 2, 3, 4, 5, 7, 9, 17, 19, 20, 26, 27, 28, 31
20	1	<p>Wheel Loader - Mitsubishi, WS500  DOM: 1986 From Serial No. Search  Open Cabin  ROPS  Colour: Yellow  Engine Make: Mitsubishi  Engine Model: S4E-2  Horsepower: 52  Fuel Type: Diesel  Hours: 3,128 (Indicated)  Tyre Wear Remaining: 40%  Surface Rust  <b>Notes: Bucket</b></p> <p>S/N: 3W600598</p>	1, 2, 3, 4, 5, 7, 9, 17, 19, 20, 26, 27, 28, 31

LOT	QTY	DESCRIPTION	RISK CODE
21	1	<p>Wheel Loader - Case IH, 507  DOM: 1970 (From Serial Number Search)  Open Cabin  ROPS  Colour: Yellow  Engine Make: Kubota  Fuel Type: Diesel  Hours: 10,637 (Indicated)  Tyre Wear Remaining: 50%  Surface Rust  <b>Notes: Advised Rebuilt Motor, New Starter Motor</b></p> <p>S/N: J010201J080006</p>	1, 2, 3, 4, 5, 7, 9, 17, 19, 20, 26, 27, 28, 31
22	1	<p>Front End Loader - Case , 580C  DOM: Assumed Early 70's  Open Cabin  ROPS  Colour: Yellow  Engine Make: J I Case  Engine Model: G207D  Horsepower: 57  Fuel Type: Diesel  Tracks/Tyres Wear Remaining: 10%  Major Rust  <b>Notes: Not Operational - Minimal Salvageable Parts</b></p> <p>PIN: 90099T</p>	1, 2, 3, 4, 5, 7, 9, 17, 19, 20, 26, 27, 28, 31
23	1	<p>Telehandler - Caterpillar, TH350B  DOM: 07/2003 (From Hastings Deering PIN Search)  Engine Make: Caterpillar  Engine Model: 3054T  99 Horsepower @ 2200 RPM  4 Forward/3 Reverse Gears  Max Height: 11,000mm  Capacity: 2500Kg  Pneumatic Tyres  Tyre Size: 15.5-23  Tyre Wear Remaining: 60%  Hours: 5380 Indicated  Reg. No: 29963C  Surface Rust  <b>Notes: Compuload 3000 Scale System with 4060 Printer, Mud Bucket Attachment</b></p> <p>PIN: CATTH350ESLD00345</p>	1, 2, 3, 4, 5, 7, 9, 17, 19, 20, 26, 27, 28, 31
24	1	<p>Telehandler - Merlo, Panoramic P25-7  Max Height: 7,000mm  Capacity: 2,500Kg  Pneumatic Tyres  Hours: 6481.2 Indicated  Colour: Green  Reg. No: C36155  Reg Exp.: Not Registered  Loadrite Scale System  <b>Notes: Advised Not Operational - Minimal Salvageable Parts</b></p> <p>S/N: 9715525</p>	1, 2, 3, 4, 5, 7, 9, 17, 19, 20, 26, 27, 28, 31

LOT	QTY	DESCRIPTION	RISK CODE
25	1	<p>Forklift - TCM, FG25N5  DOM: 2000  Ride-On  Manual Controls  Power Steering  Colour: Yellow  Fuel Type: Dual Fuel  Hours: 6,440 (Indicated)  2 Stage Clearview Mast  Max. Lift Weight: 1,290Kg  Max. Lift Height: 5,000mm  Manual Side Shift  Solid Tyres  Tyre Condition: Fair  Single Axle Wheels  <b>Notes: Advised This Machine Has Radiator/Thermostat Issues</b></p> <p>S/No: 31G59861</p>	1, 2, 4, 5, 7, 17, 19, 20, 21, 23, 25, 26, 27, 28, 31
26	1	<p>Articulated Spreader - Bredal  DOM: 1997  Compliance Date: 1997  4 x 4  Colour: Yellow, Sign Written  Engine Make: Cummins  Engine Model: BT6  200 Horsepower  Reg. No: 807EQG  Reg. Exp: Not Registered  Solid Suspension  Steel Rims  Tyre Size: K75  Major Rust  <b>Notes: 3 Row Spreading, Hydraulically Driven Feed Conveyor Advised Not Operational</b></p> <p>S/N: 740</p>	1, 2, 3, 4, 5, 7, 9, 17, 19, 20, 26, 27, 28, 31
26A	1	<p>Infeed Hopper Conveyor  Steel Framed Inclined Troughed Rubber Belt Infeed Conveyor  Approx. 1,000mm W x 9,000mm B/C  With Steel Fabricated Infeed Hopper, Steel Supports and Fittings</p>	1, 2, 3, 4, 5, 6, 7, 9, 13, 14, 18, 20, 23, 25, 27, 28, 29, 30
26B	1	<p>Take Off Conveyor  Steel Framed Portable Troughed Rubber Belt Infeed Conveyor  Approx. 1,000mm W x 9,000mm B/C  With Steel Supports and Fittings</p>	1, 2, 3, 4, 5, 6, 7, 9, 13, 14, 18, 20, 23, 25, 27, 28, 29, 30
26C	1	<p>Hydraulic Drive Unit - Ruston  Hydraulic Drive Unit (To Mixing Plant) with 6 Cylinder Diesel Drive Engine  Diesel Fuel Tank  Steel Frame and Cover  Fittings and Connections</p>	1, 2, 7, 13, 15, 16, 24, 30

LOT	QTY	DESCRIPTION	RISK CODE
27	1	<p>Motor Vehicle - Ford, Ranger  DOM: 2009  Compliance Date: 11/2009  Body Type: Dual Cab Utility  Colour: Silver  5 Speed  Fuel Type: Diesel  Transmission: Manual  Drive Type: 4WD  Takata Airbag Faulty: Yes - Recall Completed  Reg. No: Not Registered - No Plates  Odometer: Flat Battery - Odometer Not Available  Front Tyre Size: LT245/70R16  Front Tyre Wear Remaining: 40%  Rear Tyre Size: LT245/70R16  Rear Tyre Wear Remaining: 50%  Nil Rust  <b>Notes: Bull Bar, Winch, Side Steps, Sports Bars, Tub Liner, Fabric Trim, Dent LH Rear, Alloys, Power Steer, Air Conditioned, Power Windows, Power Mirrors</b>  VIN: MNAUSFE909W837065</p>	1, 2, 5, 7, 26, 27, 28, 31
28	1	<p>Motor Vehicle - Mazda, Bravo  DOM: 2000  Compliance Date: 08/2000  Body Type: Dual Cab Utility  Colour: Silver  5 Speed  Fuel Type: Turbo Diesel  Transmission: Manual  Drive Type: 4WD  Reg. No: Not Registered - No Plates  Odometer: 311,697Km  Front Tyre Size: 235/75R13  Front Tyre Wear Remaining: 50%  Rear Tyre Size: 235/75R13  Rear Tyre Wear Remaining: 50%  Surface Rust  <b>Notes: Bull Bar, Sunraysia Wheels</b>  VIN: MM0UNY0W100128117</p>	1, 2, 5, 7, 26, 27, 28, 31
29	1	<p>Motor Vehicle - Mazda, BT50 UN  DOM: 2012  Compliance Date: 10/2012  Body Type: Single Cab Tray Back  Colour: Silver  6 Speed  Fuel Type: Diesel  Transmission: Manual  Drive Type: 2WD  Odometer: 167,304Km  Front Tyre Size: LT265/75R16  Front Tyre Wear Remaining: 60%  Rear Tyre Size: LT265/75R16  Rear Tyre Wear Remaining: 50%  <b>Notes: Advised Possible Cracked Head Dent Left Hand Door, Tray Back, Bull Bar</b>  VIN: MM0UP0YF100134168</p>	1, 2, 5, 7, 26, 27, 28, 31

## TERMS AND CONDITIONS OF SALE

- 1 The purchaser acknowledges that all sales conducted by the auctioneer are on the basis of being “GST” exclusive, and as such a GST amount of 9% (or whatever prescribed amount is in force by legislation) will be added to the bid price. Further, the purchaser acknowledges and agrees that in the absence of advice to the contrary, that all bids by the purchaser will be deemed to be exclusive of GST and that GST will be added to the bid price of all lots.
- 2 The purchaser acknowledges that all sales conducted by the auctioneer, that a buyer’s premium may be charged on the bid price.
- 3 As soon as practicable after the fall of the hammer the Purchaser shall sign the agreement (if any) for sale.
- 4 The Purchaser shall be deemed to purchase as principal unless prior to the sale –
  - a) The purchaser shall have disclosed to the Auctioneer that he will be bidding on behalf of a principal and shall supply the full name and address of his principal; and
  - b) The purchaser has given to the auctioneer a copy of written authority to bid for or on behalf of a person.
- 5 The Auctioneer and Vendor reserve the following rights which may be exercised by the Auctioneer without giving any reason therefore –
  - a) to withdraw any lots from the sale;
  - b) not to offer for sale part only of any lot described in the catalogue;
  - c) to offer two (2) or more of the lots described in the catalogue as separate lots for sale together as one (1) lot;
  - d) should such lots referred to in c) of this condition not be knocked down under the hammer to a successful bidder, to offer such lots as separate lots;
  - e) to refuse to accept a bid or bids from any person or persons which in the opinion of the Auctioneer is not in the best interest of the Vendor;
  - f) to refuse admission to/or eject from the selling place any person or persons;
  - g) to refuse to accept any bid for a lot being less than a sum nominated from time to time by the Auctioneer;
  - h) to keep secret the existence and amount of the reserve price (if any) of a lot prior to the close of bidding or withdrawal from sale of the lot;
  - i) in the event that the Purchaser shall successfully bid for more than one lot at the auction;

- j) to appropriate any moneys received from that Purchaser in satisfaction or partial satisfaction of the purchase price (and any taxes, if applicable) due in respect of any one or more of such lots to the total of partial exclusion of amounts due in respect of any other such lot or lots as the Auctioneer shall see fit;
  - k) to elect at any time to treat each contract for the sale of each such lot as interdependent with each other such contract or contracts and default under any such contract shall be treated as default under all such contracts;
  - l) to bid on behalf of any vendor, prospective Purchaser or Purchaser's with or without disclosure; and
  - m) in the event that any lot is not sold at the auction to offer to sell same thereafter by private treaty but otherwise subject to these conditions.
- 6** The Vendor or any person on his behalf reserves the right to bid at the auction in respect to any lot. The Vendor acknowledges that for any successful bids he/she shall still be liable for the payment of any relevant commissions.
- 7** Any bidder shall give his full name and residential address at the time of registering to bid or when called upon to do so by the Auctioneer and –
- a) Prior to the end of the auction or at any time thereafter specified by the Auctioneer the Purchaser shall pay to Auctioneer the full price for the lot, plus any GST, license fee or any other government charge applicable to the goods.
  - b) The Auctioneer at his discretion may require immediate payment or part payment for a lot.
  - c) The purchase price and, where applicable, any part payment thereof, and GST shall be paid in either cash, bank cheque, credit card or bank transfer
  - d) Any balance of the purchase price for a lot shall be paid to the Auctioneer no later than the expiration of the period during which the Purchaser is required by the conditions to take delivery of the lot and he shall not be entitled to require delivery until the purchase price and, where applicable, GST, license fee or government charge shall have been paid in full; and
  - e) Time shall be of the essence in relation to the interpretation and observance of these conditions.
- 8** On the fall of the hammer, the Auctioneer may require and the Purchaser shall pay a deposit in cash of twenty five percent (25%) in part payment of the purchase price for the lots purchased by the Purchaser. In default, the lot or lots so purchased may at the absolute discretion of the Auctioneer be immediately re-offered for sale and re-sold.

- 9** No error in description or deficiency in quantity shall void the sale and the Purchaser shall be bound to take the delivery of the lot without any allowance or abatement in price. Any warranties which might otherwise be implied by the Sale of Goods Act, 1923, are hereby excluded and shall not apply. The Auctioneer and the Vendor make no warranties other than those implied by Common Law or by statute the exclusion of which warranty would render this condition void or voidable or which would constitute an offence by the auctioneer or the Vendor. Intending bidders must satisfy themselves by inspection or otherwise as to the nature of the lot or lots offered for sale and must accept same with all fault, patent or latent (if any). Furthermore, no warranty shall be implied from any affirmation made at the auction or otherwise but in all cases where an express warranty is intended, the same shall only be enforceable of reduced to writing and signed by the Vendor or by the Auctioneer as agent for the Vendor.
- 10** At the absolute discretion of the auctioneer, he may accept payment by way of personal or company cheque. Should the above occur title does not pass and delivery will not occur until any cheque received in payment has been honoured and paid.
- 11** Each lot shall lie at the purchaser's risk from the fall of the hammer and neither the auctioneer nor the Vendor shall be accountable for any deficiency, damage or loss which may arise thereafter. The property in such lot shall not pass until payment in the approved manner as advertised at the auction in full of the purchase price and, where applicable, GST, license fee or government charges.
- 12** No lot shall be removed during the sale without the consent of the auctioneer, but subject to condition 10 hereof, delivery is to be taken and the lot removed by the Purchaser within one (1) full working day of the day of the auction or such other period of time as may be specified by the Auctioneer at the time of sale and, in this respect, time is of the essence. Any removal shall be at the expense and risk of the Purchaser but, in such removal, the Purchaser shall do no damage, or shall forthwith make good any damage, which may be occasioned. Any lot or part thereof which the Purchaser does not remove may thereafter be removed by the Auctioneer or by some person, firm or company engaged by the Auctioneer or the Vendor and/or stored at the place at which the auction took place or elsewhere by the Auctioneer or by some person, firm or company engaged by the Auctioneer. Such removal and/or storage shall be deemed to have been made by the Auctioneer at the request of the Purchaser and all costs incurred by the Auctioneer or the Vendor in relation thereto together with an amount of \$10.00 plus GST per lot per day (inc. weekends) penalty shall be immediately payable by the Purchaser to the Auctioneer and the Auctioneer may sue for and recover the same as liquidated damages.
- 13** In addition to the purchase price, the Purchaser shall pay to the Auctioneer a fee calculated at the rate of up to thirteen and a half per cent (13.5%) of the full purchase price excluding GST State or Federal taxes that may be applicable.

- 14** If the Purchaser shall default in the observance or performance of his obligation under these conditions or any one or more of the then any moneys which the Purchaser shall have paid to the Auctioneer shall be absolutely forfeited and, without notice to the Purchaser, such lot or lots may be re-sold either by public auction or private contract and upon such terms and conditions as either the Auctioneer or the Vendor shall deem fit at the risk and expense of the Purchaser who shall be liable for any deficiency together with all expenses of removal, commission, warehousing and other charges arising out of such default and the Auctioneer or the Vendor shall be entitled to recover same as and for liquidated damages. Without limiting the generality of the foregoing, the Auctioneer shall be entitled to recover from the purchaser -
- a) the amount of any commission upon the purchase which the Purchaser did not complete, the commission being determined by the agreement between the parties;
  - b) such sum for expenses and charges incurred by the Auctioneer in connection with or incidental to the auction and in respect of any such re-sale; and
  - c) where applicable, any GST, value added tax or any other tax relating to or arising from the sale of the property or any part thereof of the Vendor.
- 15** Furthermore, the purchaser shall take or cause to be taken all reasonable and proper steps so far as is reasonably practicable in order to ensure that, the lot or lots purchased shall be safe and without risks to health when properly used.
- 16** In these Conditions the word "Auctioneer" means Hymans Asset Management Pty Limited or any member of the Hymans Group (as determined by the originating office) except that where the context so permits it shall include the persons actually conducting the auction on behalf of Hymans Asset Management Pty Limited.
- 17** In these Terms and Conditions the word "Purchaser" refers to the registered bidder.

## NOTES FOR REGISTERED BIDDERS

The following notes for registered bidders are supplementary to the above noted Terms and Conditions of Sale and are only intended to assist bidders in properly and conveniently affecting their purchases.

### Special Notes -

A buyer's premium of 9% + GST will apply on all lots sold.

The hammer price of all lots is GST exclusive and as such, GST of 10% will be added to the bid price and buyer's premium. Example:

Bid Price:	\$100.00
Plus Buyer's Premium:	\$ 9.00
Sub-total:	\$109.00
Plus GST:	\$ 10.90
<b>Invoice Total:</b>	<b>\$119.90</b>

- Site Management -** The site Manager and contact details for this auction is:  
  
Vin Bourke 0416 865 549 or Angus McLennan 0405 342 340
- Registration -** Buyers must register prior to bidding and obtain a bidder card from the auctioneer's clerk immediately upon entry to the auction premises.
- Deposits -** A deposit of \$100.00 is required at registration. The deposit will be immediately refunded in full if no lots are purchased by the buyer.  
  
If a buyer makes substantial purchases (to be determined by the auctioneer) a deposit of between 10% and 20% will be required prior to the conclusion of the auction.
- Payment Options -** Payment of invoices is required in either cash, bank cheque, Visa, MasterCard, Bankcard or EFTPOS only. ***Please note that a 1.12% surcharge will be applied to all credit card payments.***  
  
**Company and personal cheques will be NOT accepted unless arranged prior to the auction with the auctioneers.**  
  
Direct deposit to the auctioneer's trust account is also available. Account details are as follows:  
  

<i>Bank:</i>	ANZ
<i>Account Name:</i>	Hymans Asset Management – Trust Account
<i>BSB:</i>	014 002
<i>Account Number:</i>	836 542 918
- Company Cheques -** A letter of reference must be obtained **PRIOR TO THE AUCTION** from your bank as a general reference in respect to your credit worthiness. This reference need not be in specific terms but must state that in the normal course of business you have not been known to extend your accommodation. Failing to supply this reference will lead us to insist in payment in one of the other manners mentioned above.
- Insurance -** The bidder is at risk on the fall of the hammer on each lot and is therefore strongly advised to effect insurance immediately. Neither the auctioneer nor the vendor will be held responsible for any loss or damage to any lot after the fall of the hammer and buyers should be aware of the other terms affecting the sale that may preclude them from taking delivery of their lots immediately upon the fall of the hammer.
- Transfer of Title -** Title shall only pass at such time that accounts are fully paid.

**Collection of Lots -** Full payment must be made before any goods will be released.

Removal of goods will occur at the following times:

**Monday 12<sup>th</sup> April 9:00am to 5:00pm AEST**

**Tuesday 13<sup>th</sup> April 9:00am to 5:00pm AEST**

**Wednesday 14<sup>th</sup> April 9:00am to 4:00pm AEST**

Equipment that requires disconnection from water, electricity, gas or other such services is at the expense of the purchaser and disconnection work must be carried out by a **GOLD LICENCE** trade person. The licence must be presented prior to the commencement of works. Disconnection must be completed carefully and left in a neat manner.

All removal work will be inspected to ensure it complies with the above. If we are not satisfied with the removal work we reserve the right to request further work be carried out or undertake rectification work ourselves which will be charged to the Purchaser.

Please note there will be no forklift or other materials handling equipment available for use.

Payment will only be accepted from and delivery given to the Purchaser of the lots at the auction sale. Any transfer of lots between buyers can only occur after the lots have been removed from the site by the Purchaser at the auction sale.

**Absentee Bids -** Absentee bids may be left with the auctioneer's clerk by way of the Absentee's Bidding Form which is attached herein or can be obtained from the auctioneer's clerk.

**First Right of Refusal -** During the sale, we may offer the highest bidder "first right of refusal" over similar lots. For example, if there are ten identical units, the highest bidder on the first unit may choose to take one or all ten at the initial hammer price. Live simulcast bidders – watch the chat box to find out more. If the highest bidder chooses to take multiple lots, they will be sold to the highest bidder and will not be offered individually.

**Mixed Lots -** Any buyer who purchases a mixed lot, a scrap lot, an "allowance for items", or "contents", is responsible for the removal of all items within the scope of that lot. Any remaining items left onsite will be disposed of at the expense of the buyer.

## RISK KEY CODE

Purchasers are required to carefully assess all possible risks associated with the operation of the asset in line with but not limited to, the following schedule of identifiable hazards:

<b>Risk Code</b>	<b>Hazard Advice / Action Required</b>
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<b>0</b>	<b>No Apparent Hazards</b>
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- Should only be used as per manufacturers specifications

<b>1</b>	<b>Manuals &amp; Service History</b>
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- There are no manuals or instructions available
- There is no service history or maintenance records

<b>2</b>	<b>Electrical Items</b>
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- Requires testing prior to use
- All leads and adaptors should be tested by an accredited tester or electrician for faults and tagged in accordance with AS/NZS 3760 and AS/NZS 3000
- Power must be isolated during cleaning or servicing
- Must only be used with an earth leakage circuit breaker

<b>3</b>	<b>Safety Apparel</b>
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- Ear protection must be worn during operation; and/or
- Face protection must be worn during operation; and/or
- Eye protection must be worn during operation; and/or
- Hand protection must be worn during operation; and/or
- Foot protection must be worn during operation; and/or

<b>4</b>	<b>Clothing</b>
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- Appropriate clothing must be worn by the operator
- Loose fitting clothing must not be worn

<b>5</b>	<b>Safety Guards</b>
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- Safety guards are fitted which must not be removed as detailed in AS 4024

**Risk Code    Hazard Advice / Action Required****6            Safety Guards**

- Safety guards are missing
- Should not be operated until safety guards which meet with the manufacturers standards are fitted

**7            Manual Handling**

- Care must be taken when lifting heavy items
- Item containing glass or other fragile components must be carefully transported
- Be careful when removing items attached to walls in case they fall
- Secure all moving and removable parts prior to transporting items

**8            Damaged Items**

- Item is damaged as will be offered for sale as scrap only

**9            Noise**

- Must have the sound pressure level tested prior to commissioning and if over 85db(A) or if the impact noise is greater than 140db(A), then signage warning the users to wear hearing protection must be attached

**10          Fire Fighting Equipment**

- An accredited contractor must inspect and allocate a date tag in accordance with AS 1851-2005 Sect. 15 & 16 (6 monthly) and assess to AS 4655 (annually)
- Fire extinguishers - Clearly visible signs of both the fire extinguisher icon and fire extinguisher type must be installed above the fire extinguisher in accordance with AS 2444
- All fire extinguishers must be mounted not less than 100mm from the ground and not higher than 1200mm for the floor as detailed in AS 2444
- Once installed, all fire extinguishers should made easily accessible and cleared of any obstacles
- Staff must be trained to use fire protection equipment in accordance with AS3745 and OH & S Chapter 4

**11          Paper Shredders**

- The operator must not place hands close to shredding blades

**Risk Code    Hazard Advice / Action Required**

**12            First Aid and Safety Equipment**

- All contents to first aid kits / boxes / cabinets must be carefully checked and any expired stock must be disposed
- Once installed, a clearly visible sign of the first aid icon (green cross) must be installed above the first aid station
- All safety apparatus should be tested for relevant compliance prior to use or installation.

**13            Decommission & Removal**

- Requires a licensed tradesman or technician for decommissioning and re-installation

**14            Calibrated Equipment**

- Must be re-calibrated by a certified contractor prior to use

**15            Contaminates**

- Must be carefully checked and cleaned of contaminates from prior use

**16            Equipment Under Pressure**

- Must be certified by an accredited contractor in accordance with AS/NZS 3788 (bi-annually) and once relocated and installed, a certificate of currency must be displayed nearby

**17            Forklifts & Attachments**

- Where applicable, the operator must have a certificate of competency as per WorkCover regulations
- If ride-on, must be fitted with roll over protection
- If to be used on roads or public traffic areas, must be registered (NSW Conditional)
- Only attachments designed to be used with this model of forklift should be used
- The advised safe working load of all lifting attachments must not be exceeded

**18            Pneumatic Tools**

- Must be carefully inspected prior to deployment

**Risk Code    Hazard Advice / Action Required**

**19            Lifting Equipment**

- Must be used only in line with manufacturers specifications
- The advised safe working loads must not be exceeded

**20            Hydraulic Tools**

- Must be carefully inspected prior to deployment

**21            Gas Cylinders**

- Must be adequately secured - by chain and/or with warning signage
- Must have a valid date stamp
- Must not be transported in an enclosed vehicle

**22            Explosives**

- Fastening charges must only be used as detailed in the Dangerous Goods Act 1975

**23            Equipment Used at Heights**

- Must be only be used in accordance with the manufacturers specifications

**24            Dangerous Goods**

- If classified as such under the NSW Dangerous Goods Act, Australian Dangerous Goods Code must be stored in accordance with that Act and Code

**25            Ventilation & Extraction**

- Adequate equipment must be used with this item
- This item must only be used in an area with adequate ventilation

**26            Registration**

- All mobile plant if to be used on roads or public traffic areas, must be appropriately registered
- All mobile plant must be roadworthy in addition to the above i.e. all warning lights and signals must be working

**Risk Code    Hazard Advice / Action Required****27           Professional Competency**

- Must only be utilized by a skilled operator

**28           Machinery Space**

- Plant must have adequate work space surrounding it when commissioned to allow for loading and unloading of work pieces and materials and the safe working space for operators

**29           Conveyors**

- Must comply with AS 1755 regarding design, construction, installation and operations

**30           Pipelines & Ducts**

- Signs indicating the contents of pipelines must be installed in accordance with AS 1345

**31           Licensing**

- Only appropriately licensed personnel must operate