

AUCTION CATALOGUE

THURSDAY 17TH SEPTEMBER 2015 AT 10.00AM

POWRANNA SALEYARDS

POWRANNA, LAUNCESTON

GUIDE ONLY

**INSPECTION: 9.00AM—4.00PM WEDNESDAY 16TH SEPTEMBER, 2015 &
8.30AM MORNING OF SALE UNTIL AUCTION COMMENCES**

TERMS AND CONDITONS:

1. **ADMINISTRATION FEE:-** 3% OF THE PURCHASE PRICE
2. PAYMENT BY CASH, CHEQUE, EFTPOS OR CREDIT CARD, A 2% FEE APPLIES TO PURCHASES ON VISA OR MASTERCARD, 3.5% ON AMEX
3. SAFETY REPORTS FOR MACHINERY NEED TO BE SIGNED AT THE OFFICE BEFORE COLLECTION OF ITEMS



Exchange Drive, (PO Box 443) Pakenham Victoria 3810

Ph: 03 5940 0028 Fax: 03 5941 5493

Email: agriauctions@admin.com.au Website: www.agriauctions.com.au



GST REGISTERED: ABN No: 27 009 481 752
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Lot No.	Description	Qty	Price
1	Fendt 922 Vario tractor	1	
2	Brand New Kubota M100GX with Kubota LA1954 FEL with 3rd hyd function	1	
3	Deutz - Fahr Agrottron TTV 610 tractor (1122 hrs) with a Trima 5.1P FEL	1	
4	Case JX70 tractor (632 hrs) with a Primelift 30 FE	1	
5	John Deere 6320 tractor with JD 640 FEL 100hp, 6400hrs	1	
6	Case MX100 4WD tractor 6700hrs with Challenge FEL	1	

Lot No.	Description	Qty	Price
7	Cat Challenger MT645 tractor 220 hp powershift trans	1	
8	Case Puma 180 tractor 7024 hours	1	
9	New Holland TS100 tractor 8176 hrs	1	
10	Massey Ferguson 7475 Dyna VT tractor 135hp 8107hrs	1	
11	2004 Massey Ferguson 7485 Dyna VT 4WD tractor ,4586 hrs, 165hp, front linkage	1	
12	1999 Massey Ferguson 6290 4WD tractor 135hp, 8200 hrs	1	
13	Case CVX 1145 tractor 8659 hours	1	
14	Case CVX 1135 tractor 6056 hours	1	
15	Case CVX 1135 tractor 7600 hours	1	
16	Case International 5140 tractor 5700hrs	1	

Lot No.	Description	Qty	Price
17	Valtra T140 4WD tractor 3257 hrs	1	
18	Deutz Fahr 6.45 MWFD tractor 145hp	1	
19	Massey Ferguson 3655 MFWD tractor 155hp 8184 hours, rebuilt engine	1	
20	Case 5130 tractor 4WD 105hp 9,800 hrs	1	
21	Massey Ferguson 185 tractor 8493 hours	1	
22	David Brown 880 tractor	1	
23	Merlo P36.1 telehandler ,	1	
24	Merlo P28 telehandler 4954hrs	1	
25	Case 420 skidsteer loader 1900hrs with new 4 in 1 bucket	1	
26	Kubota KX161-3 excavator rubber tracks 2249 hours	1	

Lot No.	Description	Qty	Price
27	Case CX17B excavator 1100 hours.	1	
28	Kato Exceed HD250 (7 tonne) excavator	1	
29	XCMG ZL50G articulated loader with log grabs & bucket 3270hrs	1	
30	Mitsubishi WS 500 articulated wheel loader 5457 hours	1	
31	Aitchison 4132 Air Seeder Pro MK 11	1	
32	Monosem drill	1	
33	NEW Aitchison TR300 roller	1	
34	2002 Duncan 720 Quantam twin disc 23 run drill with transport trailer	1	

Lot No.	Description	Qty	Price
35	Agrisem DS 580 air seeder bin	1	
36	Crumble roller	1	
37	Kuhn HR3003D power harrow with packer roller	1	
38	Brand New Kubota RTV X1120D utility vehicle	1	
39	Massey Ferguson 20MD 4x4 utility vehicle 658 hrs	1	
40	Massey Ferguson 4x4 MF20MD utility vehicle 910 hours	1	
41	Polaris Sportsman HO 500 AWD quad bike 2256kms	1	
42	2009 Kawasaki motorbike	1	
43	NEW Massey Ferguson MF60-27LZ zero turn mower	1	

Lot No.	Description	Qty	Price
44	NEW Kubota F3690 zero turn mower	1	
45	Kubota F3560 Commercial out front mower , 33hp, hydrastatic trans, 72" side discharge deck with hyd lift	1	
46	Case 628 round baler ,net wrap, 21,000 bales	1	
47	Case 626 round baler	1	
48	Vicon RP 1281 round baler	1	
49	NEW Kanga 2100 M range slasher	1	
50	Fella SM320 disc mower	1	
50A	Taarup 2432 disc mower	1	
51	2009 Fella SM310 semi mounted mower conditioner	1	

Lot No.	Description	Qty	Price
52	Taarup 8052 tedder rake	1	
53	NEW Hardie trailing Navigator 3000 spray unit with 24m Eagle boom	1	
54	NEW Hardie MP 100 spray unit	1	
55	NEW Hardie MP100 spray unit	1	
56	NEW Hardie 250ltr 12v spray unit	1	
57	NEW C Dax ATV 50 ltr spray tank	1	
58	NEW Hardie 8 metre wing set	1	
59	NEW C Dax ATV 3 metre spray boom	1	

Lot No.	Description	Qty	Price
60	NEW Hardie ATV 3 metre spray boom	1	
60A	NEW Hardie ATV 3 metre spray boom	1	
60B	NEW Hardie ATV 4 metre spray boom	1	
61	NEW C Dax 4 head atomizer spray boom	1	
62	NEW Hardie air bag suspension for 3PL spray units	1	
63	Brand New Caroni Cosmo RE1000 twin rotor 3PL spreader	1	
64	NEW Kinghitter pile auger drive	1	
65	NEW Kubota soft hands	1	
66	Brand New John Deere 4 in 1 bucket	1	

Lot No.	Description	Qty	Price
67	HD FEL forks	1	
68	HD sieve bucket to suit FEL	1	
69	Brand New Weldlt 1200mm 12T excavator bucket	1	
70	Brand New JB tilt/hitch for 24-30 tonne excavator	1	
71	Brand New Weldlt 600mm 30T excavator bucket	1	
72	Diesel gen set Cat D333 engine & 80KVA generator ex Antartica	1	
73	Brand New Gentech 8KVA generator with Honda 13hp engine	1	
74	Suzuki Sierra 4WD ute 68,000kms	1	
75	JN&R Balebuggy	1	

Lot No.	Description	Qty	Price
76	Trailing hyd bale feeder	1	
77	Hulls trailing bale feeder	1	
78	Jetstream Haybuster 595 trailing chopper	1	
79	Kuhn EL140 rotterra	1	
80	International A16 14 furrow plough	1	
81	Grain auger 45' x 9" mobile with petrol engine	1	
82	Sherwell 40' x 9" mobile auger with petrol engine	1	
83	1984 Elphinstone tandem skel trailer not reg	1	
84	Brand New Kanga pasture harrows	1	

Lot No.	Description	Qty	Price
85	NEW Kanga pasture harrows	1	
86	Brand New Murray pasture harrows	1	
87	NEW Hackett harrow sections	1	
87A	NEW Hackett harrow sections	1	
87B	NEW Hackett harrow sections	1	
88	Kanga 12' pasture harrows	1	
89	NEW Waratah harrow bar	1	
90	Stihl MS310 chainsaw	1	
91	Echo CS680 chainsaw	1	

Lot No.	Description	Qty	Price
92	Stihl MS660 chainsaw	1	
93	Hilti power tools	1	

TERMS & CONDITIONS OF AUCTION AND SALE

Definitions

In these terms and conditions, unless the context otherwise requires or implies:

Administration Fee means 3% of the Purchase Price.

Auctioneer means Rodwells and Co Pty Ltd ACN 009 481 752 trading as *Australian Agricultural Auctions*.

Auction means the auction of the Lots in a List.

Auction Site means the premises at which Lots are located and an Auction is conducted.

Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Bidder means a person bidding at an Auction.

Bidder Number means the identification number allocated to a Bidder on Registration.

Bidder Card means the card completed by prospective Bidders for Registration.

Completion means in relation to an Auction, the point in time when all of the Lots on a List have been auctioned, irrespective of whether or not all Lots have been sold.

GST means the goods and service tax as imposed by the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

List means a list containing some or all of the Lots available at an Auction.

Loss means any claim, delay, loss, liability, damage, expense, penalty, outgoing or cost whatsoever and however arising, whether present, unascertained, immediate, future or contingent and includes indirect and consequential losses.

Lot means any goods available for purchase at an Auction.

Motor Vehicle means a vehicle that is built to be propelled by a motor that forms part of the vehicle.

On-Line Registration means registration as a Bidder at www.agriauctions.com.au and/or www.auctionplus.com.au

Purchaser means the successful Bidder for a Lot as determined by the Auctioneer.

Purchase Price means the highest bid accepted by the Auctioneer for a Lot.

Registered/ Registration means registration as a Bidder with the Auctioneer by Bidder Card or On-Line Registration.

Reserve Price means the minimum price of a Lot agreed between the Vendor and Auctioneer prior to the Auction.

Vendor means the owner of a Lot.

Taxable Supply has the meaning given to that term by the GST Law.

Tax Invoice means a tax invoice as defined in the GST Act.

WH&S Laws means the laws governing work health and safety in the relevant state or territory.

2. Auction and Sales Contract

- 2.1 The Auctioneer has been appointed as agent of the Vendor for the purposes of selling the Lots.
- 2.2 The contract for the purchase of a Lot is made directly between the Vendor and the Purchaser.
- 2.3 If any dispute arises in relation to a Lot, the dispute is between the Purchaser and the Vendor.
- 2.4 The Purchaser releases the Auctioneer from any claim, action, tribunal or court proceeding in relation to the auction or sale of that Lot and agrees to indemnify the Auctioneer, on a full indemnity basis, from all liability, including all costs incurred by it in relation to any such claim.

3. Registration

- 3.1 Bidders must be Registered to bid at an Auction.
- 3.2 By Registration, Bidders agree to be bound by these Terms and Conditions.
- 3.3 By On-line Registration, Bidders also agree to be bound by the *Operating Conditions* of Auction Plus which are published at www.auctionplus.com.au

4. Bidding

- 4.1 Auctioneers will only accept bids on Lots from Registered Bidders.
- 4.2 Bidding on a Lot can be made using a Bidder Number.
- 4.3 A Bidder will be deemed to be bidding on their own behalf unless the Bidder has disclosed to the Auctioneer that it will be bidding as agent on behalf of a principal. The Bidder acknowledges and agrees that it will be jointly and severally liable for any obligations of its principal

- 4.4 Restrictions on Bid increments can be set by the Auctioneer at the Auctioneers' discretion.
- 4.5 An Auctioneer can refuse any person admission to, or eject them from, the Auction Site if the behaviour of that person is deemed by the Auctioneer to impact negatively on an Auction.
- 4.6 Subject to any Reserve Price, and at the sole discretion of the Auctioneer, the highest Bidder for a Lot will be the Purchaser.
- 4.7 The record by the Auctioneer of the highest bid is binding on the Purchaser, and is prima facie evidence that the Purchaser has agreed to purchase the Lot.
- 4.8 The Vendor is prohibited from bidding on a Lot whether directly or indirectly, in person or through any third party.
- 4.9 The Bidder agrees not to bid for, or on behalf of, any Vendor in relation to the Vendor's Lots.
- 4.10 The Bidder undertakes to notify the Auctioneer immediately if it becomes aware of any breach of clauses 4.8 or 4.9.
- 5 **Reserve Prices**
- 5.1 Sale of a Lot may be subject to a Reserve Price.
- 5.2 The Auctioneer need not disclose the existence and/or quantum of a Reserve Price (if any) of a Lot prior to the close of bidding or withdrawal of a Lot from sale.
- 6 **Payment**
- 6.1 The Purchaser must pay the Purchase Price to the Auctioneer on the day of Completion.
- 6.2 On site Payment may be made by cash, personal cheque, bank cheque, electronic funds transfer or credit card.
- 6.3 For all online purchases payment may only be made by electronic funds transfer or credit card.
- 6.4 The sale of all Lots will be subject to payment of the Administration Fee to the Auctioneer.
- 6.5 Credit card payments will incur administration fees of 2% for Visa and Master Card, and 3.5% for American Express.
- 6.6 If payment is made by cheque and the cheque is dishonoured, the Purchaser will be in breach of these terms and conditions and interest will be applied to the amount outstanding from the date due.
- 6.7 Late payment will incur interest at a rate of 19.75 % per annum of the amount outstanding, calculated daily from the date payment is due up to and including the date of payment in full.
- 6.8 If a Purchaser fails to pay the Purchase Price, the Auctioneer is entitled to resell the Lot (at Auction or by private sale) and the net proceeds of that sale, after deducting Commission, and any costs incurred by the Auctioneer associated with the sale and resale (**Resell Price**), shall be credited to the Vendor. The Purchaser remains liable to the Vendor for, any difference between the Purchase Price and the Resell Price.
- 7 **Title and Risk**
- 7.1 Title to a Lot remains with the Vendor until payment in full of the Purchase Price and Administration Fee.
- 7.2 Risk in a Lot is passed to the Purchaser from the close of Bidding in relation to that Lot. Neither the Auctioneer nor the Vendor will be accountable for any damage or loss to the Lot which may arise, occur, or become apparent thereafter.
- 7.3 The Vendor represents and warrants to the Purchaser and the Auctioneer that:
- (a) it has good title to the Lot;
 - (b) it has proper authority to sell the Lot; and
 - (c) the Lot will be free from any security, charge or encumbrance, including security interests (as defined in the *Personal Property Securities Act 2010* (Cth)) over the Lot at the time of delivery of a Lot.

- 7.4 The Purchaser acknowledges that it has responsibility to conduct a search of the Personal Property Securities Register in relation to any Lot and agrees to undertake that search no earlier than the day prior to the day it bids for the Lot.
- 7.5 The Vendor and the Purchaser:
- (a) expressly acknowledge and agree that the Auctioneer relies on the representations and warranties at clauses 7.3 and 7.4 in auctioning the Lot on behalf of the Vendor; and
 - (b) release the Auctioneer from any liability incumbent on it, resulting from a breach of clauses 7.3 and 7.4.
8. **Delivery**
- 8.1 Lots may not be removed from the Auction Site until:
- (a) Completion; and
 - (b) the Administration Fee and Purchase Price have been paid in full.
- 8.2 On-site Purchasers must remove purchased Lots from the Auction Site by 6pm on the day of Completion, unless a later time is specified by, or agreed with the Auctioneer.
- 8.3 On-line Purchasers must make arrangements with the Auctioneer for the removal and delivery of goods immediately post Completion.
- 8.4 The Purchaser will be strictly liable for any damage to the Auction Site, or other goods, caused by the removal of any Lot from the Auction Site.
- 8.5 Unless otherwise agreed with the Auctioneer, Lots not removed in accordance with clause 8.2, may, be removed from the Auction Site and stored in an alternate location, at the cost of the Purchaser.
9. **Conduct of Auction and dealing with Lots**
- 9.1 The Auctioneer may at anytime, and at its sole discretion:
- (a) withdraw any Lot from the List at any time prior to Auction;
 - (b) offer for sale part only of any Lot in a List;
 - (c) offer two or more separate Lots in a List together as one Lot and if that Lot is not sold, to offer those Lots for Auction as separate Lots;
 - (d) in the event that any Purchaser successfully bids for more than one Lot at the Auction, the Auctioneer may treat the sale of multiple Lots as interdependent contracts and treat default under a contract for either Lot as default under all contracts and allocate any monies received from that Purchaser between the Lots as it sees fit; and
 - (e) offer and sell a Lot that is not sold at an Auction immediately thereafter by private agreement. Any such private agreement is also subject to these conditions unless otherwise agreed in writing by the Auctioneer.
10. **Quality of Lots**
- 10.1 The Purchaser acknowledges that the consumer guarantees stipulated in sections 54, 55, 56, 57, 58 and 59 of the Australian Consumer Law do not apply to the sale of goods by auction.
- 10.2 The Purchaser acknowledges and agrees that:
- (a) the Auctioneer has not carried out an inspection of the Lots offered for sale;
 - (b) the information that the Auctioneer has in relation to each Lot is information provided to the Auctioneer by the Vendor of each Lot (including, any inspection, condition, pre-auction reports or other information as to condition);
 - (c) it must satisfy itself as to the condition, description and state of repair of a Lot prior to the Auction; and
 - (d) it is the Purchaser's responsibility to check the Written Off Vehicles Register prior to an Auction to satisfy itself as to the registrability of a Motor Vehicle.
- 10.3 Neither the Auctioneer nor the Vendor make any representation and give no warranty or guarantee in relation to the condition, description, quality or fitness for purpose of any Lot.
- 10.4 Nothing in these Terms and Conditions should be interpreted as attempting to exclude, restrict or modify the application of any applicable provisions of the Australian Consumer Law, or the liability of the Auctioneer or the Vendor for failing to comply with the provisions of the Australian Consumer Law.

11. **Occupational Health & Safety**
- 11.1 Both the Vendor and Auctioneer have duties under WH&S Laws.
- 11.2 In order to discharge this duty and based on the information provided to it by the Vendor, the Auctioneer will indicate whether a Lot:
- (a) is supplied with the provision of adequate information for safe use;
 - (b) is supplied without adequate information for safe use, or with identified faults or defects; or
 - (c) is supplied for intended use as scrap metal or spare parts,
- and will supply the Purchaser with either:
- (d) the information referred to at subparagraph (a), or
 - (e) written advice stating the applicable matters at subparagraphs (b) and (c).
- 11.3 The Purchaser agrees to acknowledge receipt of the documents at clause 11.2 by signing a Record of Sale, as requested by the Auctioneer.
12. **General Law**
- 12.1 The interpretation and enforcement of these Terms and Conditions including all substantive rights and obligations hereunder and the manner mode and method of performance is the law of the state of the Auction Site.
- 12.2 All rights and remedies available to the parties against each other under the general law are subject to these Terms and Conditions.
- 12.3 If any of these Terms and Conditions is, to any extent held by any court of competent jurisdiction to be invalid or unenforceable, the remaining conditions will not be affected, and will remain in full force and effect.
13. **Further special conditions**
- 13.1 The Auctioneer may prior to the commencement, or during an Auction announce further special conditions applying to that Auction or a particular item put up for auction in which event such further special condition or conditions will be deemed to be incorporated into and form part of these conditions.
14. **Goods and services tax (GST)**
- 14.1 The Vendor will elect whether the Purchase Price of the goods is inclusive or exclusive of GST. If applicable, GST will be added to all charges and fees payable.
- 14.2 If the whole or any part of the Purchase Price of a Lot is consideration for a taxable supply, the Purchaser must pay to the Vendor via the Auctioneer, an amount equal to the GST amount applicable to the Purchase Price. The Auctioneer will provide to the Purchaser (if applicable) a Tax Invoice at that time.

**Australian
Agricultural
Auctions**



A RURALCO BUSINESS



UPCOMING AUCTIONS

South East Melbourne Victorian Livestock Exchange Pakenham, Victoria	1 st October, 2015 10.00AM
Dubbo Showgrounds Dubbo, NSW	15 th October, 2015 11.00AM
Yarra Valley, Victoria	23 rd October, 2015 10.00AM
390 Melrose Drive, Tullamarine, Victoria	29 th October, 2015 10.00AM

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