

CATALOGUE

A 7.7% (GST incl) Buyer's Premium applies to all lots sold. GST is included in the knockdown price

Payment Details: Cash, Certified Bank Cheque or Direct Credit

**CAT LOG SKIDDER / EXCAVATOR / TIMBCO LOG HARVESTER /
PRIME MOVER / MOORE TRAILER / NISSAN PATROL**

Auction to be held at 12 Noon

**at our 38 Heinemann Road, Charlton (Toowoomba) QLD
on
Wednesday 15 February 2012**

Inspect: Morning of Auction from 9am or by prior appointment

**Collection Times: Day of Auction from Completion of Auction
till 4pm or by arrangement.**

The Vendor reserves the right to withdraw any lot or lots from sale

Please Note: This Catalogue is a *Guide Only*.

Descriptions and Quantities listed within may change at any time

Covered footwear must be worn. No children permitted Onsite.

AUCTION TERMS AND CONDITIONS

1. All bidders shall be registered prior to bidding and acknowledge these terms and conditions of sale on registration. Registration of a bidder is valid for the day of sale only. DMS Davlan Pty Ltd ("the Auctioneer") reserves the right to refuse the registration of any Purchaser for any reason.
2. The Auctioneer may without giving reason refuse to accept any bid or withdraw any lot or lots from sale at anytime. Any bid acknowledged and accepted by the Auctioneer may not be withdrawn.
3. The Purchaser shall be deemed to purchase any lot as principal unless on registration of the Purchaser, the Purchaser has disclosed to the Auctioneer he is bidding on behalf of a principal and has supplied a written authority to bid for and on behalf of that principal.
4. All Purchasers shall pay to the Auctioneer the full purchase price of the goods by cash, bank cheque or electronic transfer by 3pm on the day of sale, unless otherwise agreed with the Auctioneer. Should the Purchaser fail to make payment for the goods in the terms of this clause, then the vendor or the Auctioneer without notice to the Purchaser, may resell the goods in any manner and upon such terms and conditions as the Auctioneer or vendor may think proper and recovery any deficit on resale from the purchaser as a debt. Title in the goods does not pass to the Purchaser until the full purchase price is received by the Auctioneer. Any unpaid purchase price or fees is charged against the goods. Full payment is required before dispatch of goods and by 12 noon on the day following the sale. Terms strictly **DIRECT CREDIT** into **DMS Davlan Trust Account – Bank of Queensland Brisbane – BSB: 124001 A/c: 20387782 on day of Auction (prior to 3pm) to ensure clearance of funds overnight.**
5. All goods must be removed from the Auctioneers premises no later than 4pm on the second business day after the sale date. The Auctioneer may charge a daily charge storage fee for any goods which remain uncollected by close of business on the second working day after the sale date. The Purchaser is not permitted to remove the goods or any part of the goods, until the purchase price and any storage costs have been paid in full to the Auctioneer.
6. Risk in respect of goods shall become the purchaser's from the fall of the hammer. Should any deficiency arise between the quantity of goods described at the time of sale and that available at the time of delivery, the Purchaser shall take and the Auctioneer shall be required to effect delivery of, only the quantity actually so available. No damages or compensation will be paid in respect of any such deficiency. At the Auctioneers discretion a pro rata adjustment of the purchase price may be made. No adjustment will be made unless the Purchaser makes a claim at or on before the time of delivery.
7. The Purchaser acknowledges that they have the opportunity to inspect the goods prior to Auction and further acknowledge that the goods are offered for sale as is, where is, with all faults (if any). To the full extent permitted by law and notwithstanding any description in any catalogue or other reports or descriptive material issued in relation to the goods, no express or implied condition, warranty or guarantee is made or given in relation to the goods as to its title, condition, quality, fitness for purpose, merchantability or compliance with any description. The Purchaser acknowledges that they have not relied on any statement, representation or information made by the Auctioneer in respect of the goods.
8. The Purchaser releases and discharges the Auctioneer (in this clause "Auctioneer" includes its officers, directors, employees and agents) from any claim it has or may have in the future against the Auctioneer which arises from the purchase or relating to the incidental use of the goods including breach of statutory or common law warranties and negligence. If any dispute arises, as a result of the sale of the goods, the Purchaser will exclude the Auctioneer from any dispute or claim, action or court proceeding. Further, the Purchaser agrees to indemnify the Auctioneer from and against all liability and losses (including costs on a full indemnity basis) which may be incurred by the Auctioneer as a result of any such dispute, action or court proceedings including any claim made by a third party.
9. The Purchaser acknowledges that the Occupational, Health and Safety Act, and associated Acts and Regulations ("the Acts & Regulations") impose obligations in respect of the sale or transfer of used plant and equipment for use in the workplace. The Purchaser acknowledges that the Auctioneer and vendor have warned the prospective Purchaser that no plant offered for sale is fit for use in any workplace (other than for scrap and spare parts) and it is the Purchaser's responsibility to ensure plant is not to be used until all faults (if any) are rectified and brought to a standard necessary to comply with the Acts and Regulations. In so far as such information is available, the Purchaser acknowledges that all available records in the possession of the vendor in respect of the manufacturers design and safety recommendations have been made available, at the request of the Purchaser, for inspection. Where such information and/or records are not available, the Auctioneer is not liable for the absence of such records. The Purchaser warrants that they have undertaken a proper inspection of the goods and any records referred to in this clause and made all necessary enquiries in respect of the records and goods.
10. The Purchaser acknowledges that any inspection report (including pink slip, blue slip, NRMA, RACV, RACQ report or similar) offered with the motor vehicle has been supplied by the vendor and was not supplied by the Auctioneer and the Purchaser further acknowledges that the Auctioneer cannot and does not warrant or guarantee the correctness or accuracy of anything contained in or implied by any such report.
11. All Auction bid prices are inclusive of GST unless otherwise stated by the Auctioneer.
12. Any persons attending the auction site before, during and after the auction do so at their own risk. The Auctioneer (in this clause "Auctioneer" includes its officers, directors, employees and agents) is released and discharged from all liability for any injury, damage or loss sustained by any person (including that caused by the negligence of the Auctioneer) while on the auction site.
13. **A Buyers premium is payable by the Purchaser to the Auctioneer on all items sold in addition to the sale price at the fall of the hammer. The Purchaser should confirm prior to the Auction with the Auctioneer as to the Buyers Premium which applies to the subject sale.**

Catalogue

Auction: TB03

15 February 2012

A 7.7% (GST incl) Buyer's Premium applies to all lots sold.

Lot	Qty	Description
1	1	<p>WAGON Nissan Patrol ST, Compliance Plate Date: 11/03, Colour: Gold, VIN: JNITESY61A0352081, 373,125 ind kms, Engine Type: Nissan ZD3.0, Transmission: 5Spd, Diff: 4 x 4, Tyres: 265/79R16, w/ Air Con, Power Steering, Bull Bar, Offroad Tyres, Mag Wheels Account No: AAU1181415 SOLD NO REGO, NO RWC NO STATUTORY WARRANTY</p>
3	1	<p>EXCAVATOR Hitachi EX 210 LCH-5 Heavy Duty Long Carriage, Built: 12/1996, Compliance Plate Date: 1997, Colour: Orange, Chas No: 14P-81893, Eng Cap & Type: Isuzu 6.5L 6 Cyl 135HP Turbo Diesel, Transmission: Hydrostatic, W/ Air Con, UHF Radio, Full Canopy Protection Bars including Front Windscreen, Log-Grabber Attachment, Working Lights</p>
4	1	<p>TRACK EXCAVATOR CAT 320C, Colour: Yellow, Rego No: 36634-C, Engine No: 7JK70826, Chassis No: PAMC03138, 10,862 ind hrs, Engine Type: CAT, Transmission: Hydrostatic, Tyres: Tracks, w/ Air Con, Fitted w/ Talcon Log Grab, Serial No: WA20 194 Account No: AAU1181413</p>
5	1	<p>LOG HARVESTER Timbco T445-C, Built: 20/01/1999, Colour: Grey, Chas No: FT4C-1471-012099, 4,483 ind hrs, Eng Cap & Type: Cummins 6CT 8.3-210HP, Transmission: Hydrostatic, W/ Air Con, TX3220 UHF Radio, Full Air ROPS, Working Lights, Log Harvesting Attachment Account No: 01611C021</p>
6	1	<p>EXCAVATOR Hitachi Zaxis ZX280LC, Built: Circa 2006, Colour: Orange, PIN: HCM8HHG00C00020401, 10,876.4 ind hrs, Engine Cap & Type: 6BG1 Isuzu 6 Cyl Turbo Diesel, W/ SDS Ausminco-NFP2000 Fire Suppression System, FOPS, Working Lights, Log Harvesting Attachment, Full Forestry Guarding Account No: 01611J014</p>
7	1	<p>LOG SKIDDER Articulated Log Skidder, Caterpillar 525B, Built: 2002, Colour: Yellow/Black, VIN: CAT0525BC3KZ00769, 12,132 ind hrs, Eng Cap & Type: CAT 3126 160HP DITA Diesel, Transmission: Hydrostatic, Diff: 4 x 4, W/ Air Con, Pwr Steering, C-502 Winch S/N: 0200779, Front Shovel, Rear Hydraulic Boom w/ Log Grabbing Attachment, Side Window Guards Account No: 01611C018</p>

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Lot	Qty	Description
8	1	<p>FLAT TOP TRAILER Moore 45 Foot Flat Top, Built: 01/2009, VIN: 6V9LMTSMT9P002002, ATM: 38,000 Kgs, Rego No: 225 QSG, Rego Expiry: 12/02/2012, Suspension: Rocker Box, Tyres: 11R22.5 on Alcoa Rims @ 30-50%, W/ RHS Tool Boxes and Hand Wash Tank Contract No: 001-0180459-000 SOLD NO REGO, NO RWC NO STATUTORY WARRANTY</p>
9	1	<p>PRIME MOVER Freightliner C120 FLX Century Class S/T, Compliance Plate Date: 02/2003, Colour: White w/ Maroon Strip, Rego No: 669 RCK, Rego Expiry: 17/02/2012, GVM: 24,000, GCM: 90,000, Engine No: 06R0710371, VIN: 1FVJBCKX3L994171, 933,789 ind kms, Eng Type: Detroit Series 60, Transmission: 18 Spd Eaton Fuller, Diff: 6 x 4, Suspension: Airbag, Tyres: 11R22.5 on Alcoa Rims, W/ Air Con, Power Steering, Power Windows, Highrise Sleeper Cab, Cruise Control, Long Range Fuel Tanks, Bull Bar, UHF Radio (1 missing), PTO Contract No: 001-0178500-000 SOLD NO REGO, NO RWC NO STATUTORY WARRANTY</p>
10	1	<p>TRAILER 16 Ton Feed Delivery Trailer - Tandem Axle, Spring Suspension, Multi Compartment w/ Auger SOLD NO REGO, NO RWC NO STATUTORY WARRANTY</p>
11	1	<p>SKID STEER LOADER Toyota Husky 4SDK8, Built: 2000, Colour: Blue / White, Rego No: C28 915, Serial No: 4SDK8-11940, 4,638 ind hrs, Engine Type: 1DZ-II 4Cyl, Transmission: Hydrostatic, Diff: 4 x 4, Tyres: 10-16.5, w/ Rotating Beacon, Joystick Control SOLD NO REGO, NO RWC NO STATUTORY WARRANTY</p>
12	1	<p>STUMP GRINDER Rayco RG 1645, Built: 2009, Colour: Orange, Serial No: 16450371109, Engine No: 1505TE8N3283, 241 ind hrs, Eng Cap & Type: 4 Cyl Turbo Kubota VI505-T-EU7, Transmission: Hydrostatic, Diff: 4 x 4, Tyres: 5.70-8 (Pneumatic) Account No: AAU1190761</p>

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Lot	Qty	Description
13	1	<p>SOFT TOP Jeep Wrangler JK, Built: 07/09, Compliance Plate Date: 09/09, Colour: Black, Rego No: 828 MQO, Rego Expiry: 1/11/11, Engine No: 9L778069, VIN: 1J4GE24159L778069, 34,696 ind kms, Engine Type: 3.8Ltr V6 Petrol, Transmission: Auto, Diff: 4 x 4, w/ Air Con, Power Steering, Power Windows, Central Locking, Cruise Control, Bull Bar, Air Bags Account No: AEXQ002194 SOLD NO REGO, NO RWC NO STATUTORY WARRANTY</p>
14	1	<p>4 DOOR HARD TOP Jeep Wrangler Sport Unlimited, Built: 08/09, Colour: White, Rego No: 830 MQO, Engine No: 9L778284, VIN: 1J4GE39109L778284, 47,440 ind kms, Engine Type: 3.8Ltr V6 Petrol, Transmission: Auto, Diff: 4 x 4, w/ Air Con, Power Steering, Central Locking, Cruise Control, Bull Bar, Tow Bar, Air Bags Account No: AEX0002195 SOLD NO REGO, NO RWC NO STATUTORY WARRANTY</p>
15	1	<p>WAGON Nissan Patrol, Built: 02/08, Compliance Plate Date: 04/08, Colour: White, Rego No: 1CUZ 699 (WA), Engine No: ZD30167764K, VIN: JN1TESY61A0400888, 131,432 ind kms, Engine Type: 3Ltr Turbo Diesel, Diff: 4 x 4, w/ Air Con, Power Steering, Power Windows, Central Locking, Cruise Control, Bull Bar, Tow Bar, Air Bags, Rhino Roof Racks w/ Luggage Basket, Cargo Barrier Account No: AFCZ000015 SOLD NO REGO, NO RWC NO STATUTORY WARRANTY</p>
16	1	<p>7 SEATER WAGON Nissan Patrol 3.0 ST, Compliance Plate Date: 01/10, Colour: White, Rego No: 663 MTR, Rego Expiry: 08/11, GVM: 3,030kg Engine No: ZD30243572K, VIN: JN1TESY61A0408821, 71, 434 ind kms, Engine Type: 3Ltr Turbo Diesel Common Rail, Transmission: Auto, Diff: 4 x 4, w/ Air Con, Power Steering, Power Windows, Central Locking, Cruise Control, Tow Bar, Air Bags, Nissan Snorkel, Running Boards Account No: AEJY000140 SOLD NO REGO, NO RWC NO STATUTORY WARRANTY</p>

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<i>Lot</i>	<i>Qty</i>	<i>Description</i>
17	1	7 SEATER WAGON Nissan Patrol ST, Built: 03/10, Compliance Plate Date: 04/10, Colour: White, Rego No: 287 RAR, Engine No: 2D30253031K, VIN: JN1TESY61A0410096, 71,334 ind kms, Engine Type: 3Ltr Turbo Diesel, Transmission: Auto, Diff: 4 x 4, w/ Air Con, Power Steering, Power Windows, Central Locking, Cruise Control, Bull Bar, Air Bags, Nissan Snorkel, Rhino Roof Racks w/ Luggage Carrier Account No: AEZG000113 SOLD NO REGO, NO RWC NO STATUTORY WARRANTY