

Welcome to the Ray White Marine Auction
Sunday 18th July 2010, 11am
Marina Oceanus Marina Mirage, Gold Coast



Order of Sale

CONDITIONS OF SALE BY PUBLIC AUCTION FOR VESSELS OR MARINE EQUIPMENT

1. Any person intending to bid must register their interest before making a bid, and the bidder must clearly display the bidder number assigned to them by the Auctioneer, as bids will only be accepted from registered bidders.
2. The highest approved bidder shall be the Buyer subject to the Seller's approval and the reserve price, if any.
3. The Auctioneer may at his discretion refuse to accept any bid from any person, and no bid if accepted may be retracted without the consent of the Auctioneer. No bidder shall advance a less sum or percentage at any bidding than the Auctioneer is willing to accept.
4. A bid shall be deemed to be accepted unless the Auctioneer forthwith after it has been made declares his non acceptance or dissent.
5. If any dispute or difference shall arise as to the highest bidder the Auctioneer may re-open the bidding and re-submit the Vessel or Marine Equipment commencing with the highest amount previously bid for the same or he may decide on the highest bidder in such other manner as he in his absolute discretion shall deem fit and his decision shall be final.
6. Immediately upon the fall of the hammer the bidder of the highest bid accepted shall sign these conditions of sale and purchase and forthwith pay the deposit required and shall there upon be deemed to be the Buyer, otherwise the Vessels or Marine Equipment may be re-submitted at his or her risk and expense or submitted afresh to Public Auction as if the Vessels or Marine Equipment had never before been submitted.
7. The right to bid by or on behalf of the Seller is expressly reserved.
8. The Seller and the Buyer agree to do all necessary acts and to sign all documents and papers for the purpose of transferring the Vessels or Marine Equipment to the Buyer. They also appoint the Auctioneer as their Agent and grant him an irrevocable authority to sign all documents and papers necessary to form the agreement for sale and purchase of the Vessels or Marine Equipment.
9. A bidder shall be deemed to be acting on their own behalf unless, prior to bidding he/she has given the Auctioneer a copy of a written authority to bid for, or on behalf of, another person.
10. No liability for incorrect description: Whilst every care has been taken in the compilation of marketing or other written material made available by the auctioneer and the vendor, neither the auctioneer nor the vendor will be liable in respect of any error, incorrect description or omission of any particulars regarding the description of any lot or the vessel offered for sale. Any specification, measurement or quantity shown is approximate and intended only as a guide to prospective purchases.
11. No warranty as to condition: The purchaser acknowledges that he has made an inspection of the vessel and has satisfied himself as to condition and the vessel is sold in "as is" condition with all faults and defects, whether discoverable by inspection or otherwise and no warranty, guarantee or representation is offered by the vendor or its agent as to the condition of the vessel or to any matter that may affect future usage.
12. Vendor's title: The auctioneer gives no warranty as to the vendor's title to any lot or vessel offered for sale or the vendor's right to sell the same. The vendor warrants that it is the legal and beneficial owner of each lot and vessel and that at the time title is to pass, the lot or vessel will be free of all encumbrances and of any adverse claim. The vendor is required to have signed a declaration of free title duly signed by a justice of the peace prior to the transfer of title.
13. Title: Title to the vessel shall not pass to the purchaser until payment in full (in cleared funds) is made to the auctioneer and until that time title shall remain with the vendor.
14. Transfer documents: The vendor shall do all acts and execute all necessary transfer documents for the purpose of completing the sale and ensuring that the Purchaser obtains a good and valid title to the vessel free from any liens, charges, or other encumbrances whatsoever. All documents relating to the transfer of the vessel shall be signed by the Vendor and delivered in exchange for the balance of the purchase price on or before the date of completion.
15. Purchaser's risk: The vessel shall be at the purchasers risk from the fall of the hammer and no liability will be incurred by the auctioneer or vendor for damage to or destruction or loss.
16. Delivery: Payment for the vessel must be made to the auctioneer in full prior to taking delivery. Delivery is not to be taken without a representative of the auctioneer or vendor being present at the time. Release of the vessel will be delayed until any Cheque has been cleared by the banking system.
17. Collection: The vessel shall be removed by the purchaser at the purchaser's risk and expense immediately following transfer of title. Prospective purchasers may make special arrangements with the auctioneer for an extension of time for collection and any costs incurred for any extension will be at the purchasers cost.
18. Risk at auction premises and onboard the vessel: Every person on the auction premises or the vessel before, during or after the auction is there at their own risk. No person will have any claim against the auctioneer, their agents, employees or principals or the vendor for any injury sustained or damage to or loss of property as a result of any cause whatsoever.
19. Vendor's right to cancel: At any time before the vessel is sold the vendor may withdraw the vessel from the auction.
20. Transfer fees: If Applicable, All stamp duties, Registration fees and other outgoings payable on or in respect of this Agreement or any Transfer executed under it are payable by the Purchaser (except Vendors legal fees.)
21. Notice is given: All the purchasers agree that all items are sold in a used condition and no warranty is given that their present condition complies with the requirements of all relevant State and Commonwealth Bodies and all items should be checked and tested by a registered contractor before use or re-sale.
22. Default: If the successful purchaser fails to comply with these terms and conditions, the vendor or the auctioneer shall retain the deposit and/or any other monies paid and the vendor retains the right to resell the property or vessel in any manner and upon such terms and conditions that they see fit. All losses and expenses incurred by the vendor and their agent resulting from any resale pursuant to this clause and all damages which the vendor and its agent may sustain hereby shall be recoverable from the successful purchaser as liquidated damages and the vendor and the agent shall not be obliged to give notice of such resale.
23. Queensland law: The contract for sale is subject to the Laws of Queensland.

TERMS: 10% DEPOSIT ON THE FALL OF THE HAMMER AND THE BALANCE IN CASH IN 5 BUSINESS DAYS, OR ANY OTHER SUCH DATE OR TERMS AS SPECIFIED BY THE AUCTIONEER PRIOR TO AUCTION.

N.B: IN ACCORDANCE WITH THE TERMS OF AUCTION NO COOLING OFF PERIOD WILL APPLY. THE AUCTIONEER MAY, AT HIS/HER DISCRETION, DURING THE AUCTIONS, ELECT TO STOP AN AUCTION AND CONTINUE IN THE ORDER. ALL AUCTIONS WILL BE RE-OPENED TO THE PUBLIC AND EITHER SOLD OR PASSED IN, PRIOR TO THE CLOSING OF THE AUCTIONS.

Auction 1



Sunrunner 2800 – 2008

Displayed on stand at Office

- 6.2 litre Mercruiser with 2yr engine warranty
- Bow Thruster

Results: _____

Auction 4



Jeanneau Prestige 42- 2007

AUCTION DOCK – In Water Display

- European quality and style
- Twin Cummins diesel shaft drives

Results: _____

Auction 7



Manhattan 60 - 2007 'Indulgence'

AUCTION DOCK – In Water Display

- 6 star European quality
- Fully equipped - immaculate

Results: _____

Auction 10



Sunseeker 43 Superhawk- 2006 'Black Magic'

AUCTION DOCK – In Water Display

- Immaculate presentation
- 160 hours only

Results: _____

Auction 2



Sunrunner 3100 Sport Fisher- 2008

Displayed on stand at Office

- Twin V6 Mercruisers with 3yr engine warranty
- Hardtop

Results: _____

Auction 5



Sunrunner 3100 Sport Fisher – 2008

AUCTION DOCK – In Water Display

- Twin V6 Mercruisers with 3yr engine warranty
- Hardtop

Results: _____

Auction 8



Dyna 48- 2005

AUCTION DOCK – In Water Display

- Rarely used- Must be sold
- Low Hours- Spacious Saloon

Results: _____

Auction 11



Reel Chase -Game Fisher

AUCTION DOCK – In Water Display

- Famous 16.5 metre in Commercial Survey
- Twin MTU 825 Hp

Results: _____

Auction 3



Fairline 52- 2005 - 'Stirs the Soul'

AUCTION DOCK – In Water Display

- 120 Hours only- turn the key
- Twin Volvo 715 Hp shafts

Results: _____

Auction 6



Sunrunner 3700 - 2008

AUCTION DOCK – In Water Display

- Twin Volvo Diesel shaft drives
- Air-conditioning & Genset

Results: _____

Auction 9



Sea Ray 375- 2009

Displayed at bottom of ramp outside Saks

- Axis Stern Drives – Joystick control
- Sea Pen Included

Results: _____

**List your vessel in
our Next Auction**

contact

07 5528 2338

www.raywhitemarine.net

Auction Notes _____

Ray White™ Marine

Marina Oceanus at Marina Mirage
Shop 56, 74 Seaworld Drive
Main Beach, Gold Coast
07 5528 2338

Ray White Surfers Paradise Group Office Locations

Surfers Paradise

16 Orchid Avenue
Surfers Paradise
07 5538 1555

Main Beach

23 Tedder Avenue
Main Beach
07 5526 4555

Southport

40 Nerang Street
Southport
07 5591 1511

Benowa

The Real Estate Centre at Benowa
Cnr Benowa and Ashmore Road
Benowa
07 5500 1600

Coomera

PO Box 550
Sanctuary Cove Qld 4212
07 5530 8599

Hope Island

Marina Shopping Village
Santa Barbara Road
Hope Island Qld
07 5510 8455

Hope Island at Monterey Keys

Monterey Keys Shopping Village
175 Monterey Keys Drive
Helensvale
07 5580 6300

Prestige

Level 5 'Promenade Building'
18-20 Orchid Avenue
Surfers Paradise
07 5538 1555

Wealth and Lifestyle

Shop 4/15 Cavill Avenue
Surfers Paradise
07 5570 4088

New Projects

3131 Surfers Paradise Boulevard
Surfers Paradise
07 5527 6666

Hotels Australia

Level 7, 'Riverside Centre'
123 Eagle Street
Brisbane
07 3046 4300

Mortgagee and Receivers Division

Level 5 'Promenade Building'
18-20 Orchid Avenue
Surfers Paradise
07 5538 1555

Commercial Gold Coast

Level 4 'Promenade Building'
18-20 Orchid Avenue
Surfers Paradise
07 5555 8600

Commercial Southport

40 Nerang Street
Southport
07 5591 1511

Industrial Gold Coast

Level 4 'Promenade Building'
18-20 Orchid Avenue
Surfers Paradise
07 5555 8600

M1 North Commercial

27/28 Burnside Road
Yatala QLD 4207
07 3807 0001

Commercial Leasing

Southport
Yatala
Surfers Paradise

Residential Property Management

16 Orchid Avenue
Surfers Paradise
07 5570 2333