

Online Auction Sale

Bidding Ends: Wednesday, November 20 at 12:00 Noon

Assets Located at:

C & H Mechanical Inc.

1033 N. Delsea Drive, Clayton, NJ 08312

BID ONLINE AT COMPLY.COM

ONLINE TERMS AND CONDITIONS OF SALE

NOTICE: The following terms and conditions shall apply to any purchase by any party ("Buyer") from Wm. F. Comly & Son, Inc. ("Auction Company"). In order to register and participate in this auction, all prospective bidders must certify that they have read and fully understand these terms and conditions and agree to be bound thereby.

1. **REGISTRATION:** Buyer must register prior to bidding at any auction sale and must be at least 18 years of age to enter into this agreement. In order to receive a Bidder's number, which will be valid for this Auction Sale only, Buyer must provide Buyer's full name, company (if applicable), mailing address, phone number and email address. A valid credit card is required; we accept Visa, MasterCard and Discover. By registering, Buyer represents and warrants that any and all Buyer information is accurate and complete. By registering, Buyer also agrees that Buyer has read and fully understands these terms and conditions and agrees to be bound thereby. Auction Company reserves the right to deny any registered bidder at any time at its sole discretion without notification.
2. **DEPOSIT:** Auction Company reserves the right to request a deposit from any Buyer prior to or during the bidding process.
3. **INSPECTION:** Buyer may inspect the items available for auction and are urged to do so on Monday, November 18, 2019 from 9:00 AM to 4:00 PM. **All sales are final, so please attend the public inspection!**
4. **PAYMENT:** Auction Company must receive all payments by 4:00 PM on Friday, November 22, 2019. Payments may be made by cashier's check drawn to the order of Wm. F. Comly & Son, Inc. Company checks will only be accepted when accompanied by a valid bank letter of guarantee payment stating that: MR./MRS._____ (Specify Name) IS A CUSTOMER OF OUR BANK, AND WE WILL GUARANTEE PAYMENT OF CHECKS WRITTEN ON HIS/HER ACCOUNT UP TO \$_____ (Specify Amount) FOR PURCHASES MADE AT YOUR AUCTION ON WEDNESDAY, NOVEMBER 20, 2019. Bank wire transfers to the account of Wm. F. Comly & Son, Inc. and credit card payments will also be accepted (Visa, MasterCard and Discover). Please contact auction office for further instructions. **Cash payments will not be accepted at the auction site.**
5. **CHARGEBACKS:** As a condition to registration and bidding, Buyer agrees that Buyer will not, under any circumstance, initiate a chargeback to Buyer's credit card. Buyer further agrees that Buyer is waiving any chargeback rights that may exist under the agreement between Buyer and Buyer's credit card company. Should a chargeback be initiated by Buyer, these terms and conditions will be conclusive evidence of Buyer's waiver of any chargeback rights.

6. **TIME OF REMOVAL:** Removal will be on Friday, November 22 and Monday, November 25, 2019. Hours for removal are from 9:00 AM to 4:00 PM. There will be no removal on the weekends. Buyers are fully responsible for packaging, loading, removing and shipping the items/lots purchased. **Auction Company will not package or ship any items.** All buyers who are not picking up their equipment themselves are required to fill out an agent release form in order for their equipment to be released to the shipper/person of their choosing.
7. **MANNER OF REMOVAL:** Buyer must remove the merchandise from the premises at Buyer's own risk, expense and liability. Purchases can be removed only upon presentation of original paid invoice. If purchased items are not removed by the removal deadline, such purchased items will be deemed abandoned by the Buyer. Buyer shall forfeit all monies paid to Auction Company for such purchased items and shall forfeit any rights to such purchased items. Auction Company is not responsible for items that are not removed within the time specified.
8. **RIGGING:** Rigging is also at Buyer's own expense, risk and liability. A certificate of insurance in the amount of \$1,000,000.00 naming Wm. F. Comly & Son, Inc., the landlord, and the Seller as additional insured entities must be presented to Auction Company for all heavy rigging requiring the use of forklifts, cranes, etc. whether performed by Buyer or a rigging company. Buyer shall restore and repair all real and personal property that is altered or damaged as a result of Buyer's removal of the purchased items. Auction Company has the right to reduce or eliminate these requirements at its sole discretion.
9. **NON-PAYMENT:** If any Buyer fails to pay their invoice in full within the time herein specified, the Auction Company reserves the right to charge the Buyer's credit card that was used at time of registration for any unpaid balance on an invoice plus a 16% buyer's premium.
10. **NON-DELIVERY RESPONSIBILITY:** All purchases made are at Buyer's risk. Auction Company shall not be responsible if all or any part of such purchases be lost, stolen, damaged or destroyed from any cause whatsoever. Auction Company shall not, in any event, be liable for non-delivery, or for any other matter or thing, to any Buyer of any lot, other than for the return to Buyer the deposit or sum paid on said lot.
11. **NO WARRANTY OF ITEMS SOLD:** All items are sold on an "AS IS WHERE IS" basis with no warranties or representations whatsoever either expressed or implied including, but not limited to, any representation or warranty relating to title, possession, quiet enjoyment or the like. Auction Company is not responsible for the correct description, authenticity, genuineness of, or defects in any lot and makes no warranty in connection therewith. No allowance will be made or sale set aside on account of any incorrectness, error in cataloging or any imperfection not noted. Descriptions have been prepared for guide purposes only and shall not be relied upon by Buyer for accuracy or completeness. No deduction will be allowed on damaged articles as all goods are exposed for public exhibition and are sold "AS IS, WHERE IS" and without recourse. It is for this reason that Buyer should take advantage of the opportunity to make inspection prior to sale.
12. **MANNER OF ITEMS SOLD:** All items will be sold on a unit basis, unless listed and described as being sold by the "Lot". Auction Company reserves the right to withdraw from sale any of the items listed or to sell at this Auction items not listed. Auction Company reserves the right to temporarily or permanently end an auction during the stated auction period or extend an auction without notification. Auction Company also reserves the right to sell all of the items listed in bulk or to sell any and all items or lots prior to the auction.
13. **SALE BY COUNT, MEASURE OR WEIGHT:** Where items are sold by count, measure or weight, Buyer will be billed for, and required to pay, the estimated count, measure or weight. If, upon removal, any shortage exists, Buyer will receive a refund at the rate of purchase. If there is an excess, Buyer is required to accept and pay for this excess at the rate of purchase.

14. **CLAIMS:** No claims or allowances of any sort will be allowed once the assets have been removed from the premises.
15. **TECHNOLOGY:** Buyer acknowledges and agrees that the internet is an unreliable, unsecure, and error-prone network. Regarding our online and webcast auctions, Auction Company cannot and does not guarantee continuous, uninterrupted or secure access to the online bidding service provider or the comly.com website or that Buyer information, including auction registration and bids, will be transmitted and received in a timely fashion. Buyer agrees that Auction Company assumes no liability or responsibility for the malfunction or failure of the use of this technology.
16. **PERSONAL & PROPERTY RISK:** Persons attending during exhibition or removal of goods assume all risks of damage of or loss to person and property, and specifically indemnify and hold harmless Auction Company, landlord and Seller from any and all damages, claims or liabilities from injuries to persons or property of any type whatsoever. Auction Company, landlord and Seller shall not be held liable by reason of any defect in or condition of the premises on which the assets are located.
17. **INDEMNIFICATION:** Buyer agrees to indemnify and hold harmless Auction Company and Seller from and against all claims and liabilities relating to the condition or use of the articles purchased or failure of user to follow instructions, warnings or recommendations of the manufacturer, or to comply with federal, state and local laws applicable to such articles or for proximate or consequential damages, costs or legal expenses arising therefrom.
18. **AGENCY:** Auction Company is acting as agent only and is not responsible for acts of its principals.
19. **RESERVE:** Auction Company reserves the right to reject any and all bids. On lots in which there is a reserve, the Auction Company has the right to bid on behalf of the Seller.
20. **BUYER'S PREMIUM:** A Buyer's Premium is a percentage that is added to the final bid price of any item. A 16% Buyer's Premium will be applied to all purchases. If the entire invoice is paid by cashier's check or wire transfer the Buyer's Premium will be reduced to 13%.
21. **SALES TAX:** Buyer shall pay to Auction Company all applicable sales or use taxes imposed by taxing authorities as a result of Buyer's purchases including, without limitation, any tax on the Buyer's Premium. To receive the benefit of any tax exemption, Buyer must present to Auction Company a sales tax exemption certificate acceptable in form, scope and substance to Auction Company in Auction Company's sole discretion.
22. **ADDITIONAL TERMS:** These terms may be changed or modified by Auction Company at any time without notification and other terms may be added.



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Catalog for Auction:C & H Mechanical Auction Sale - 11/20/19

This catalog is meant merely as a guide. The auctioneer does not warrant the genuineness, accuracy or count of any items described herein.

Lot Num	Qty.	Description	Lot Num	Qty.	Description
1	_____	1 Parker Hannifin Manual Crank Tubing Bender, m/n 420, s/n 694	31	_____	1 Salalift DBI/Sala 350 lbs Capacity, Winch, m/n L1850
2	_____	1 Reliance Electric 300-HP Motor, m/n P44G6703A	32	_____	2 Lawn Dethatchers, Assorted (2 Each)
3	_____	1 Miller Welder, m/n AEAD-200LE, 2,565 Hours	33	_____	1 Band Cart
4	_____	1 Miller Welder The Legend, m/n AEAD-200LE, 2,398 Hours	34	_____	1 Pneumatic Grease Gun
5	_____	1 Miller Welder Bobcat, m/n 225NT, 2,820 Hours	35	_____	1 Flammable Cabinet
6	_____	1 Miller Welder Millermatic, m/n 250	36	_____	1 Rice Hydrostatic Test Pump, m/n M6C17FK58A
7	_____	1 Miller Welder Millermatic, m/n 250, s/n KH463520	37	_____	1 Blower
8	_____	1 Miller Welder Aluminum Welder CP-300 w/Miller XRA Wire Feeder	38	_____	1 Ventilator, m/n FMX11Q
9	_____	1 Miller Welder, m/n CP-300TS	39	_____	2 Adjust-A-Rolls, 2,000 Lbs. Capacity (2 Each)
10	_____	1 Wire Feeder, m/n AP250M	40	_____	1 Dake Arbor Press, No. 1 1/2 B
11	_____	1 Greenlee 1 1/4-4" Hydraulic Bender, m/n 883	41	_____	1 Hydraulic Cylinder & Controls
12	_____	1 Lincoln Arc Welder Trailer, m/n SA-200F-163	42	_____	1 CTS-E-Pex B Hose, 5/8"
13	_____	1 Schramm Diesel 275 CFM Tagalong Air Compressor, m/n 185, 3,897 Hours	42A	_____	32 Tires, Assorted (32 Each)
14	_____	1 Multiquip Generator/Welder Tag-A-Long Trailer, m/n DCX-8.8 WSS	43	_____	1 Delta Drill Press
15	_____	1 Miller Big 40 DC Arc Welder, 1,125 Hours, s/n HH005684	44	_____	1 Fence Wood Stakes (Lot)
16	_____	1 John Deere Ride on Mower, m/n L130, 48" Deck 23-HP V-Twin	45	_____	1 Coffin Hoist w/Trolley, 3-Ton
17	_____	1 Pantograph	46	_____	1 Square D 3-Phase Transformer, m/n 15T6H
18	_____	1 Flammable Cabinet	47	_____	12 Fiberglass Stair Treads (12 Each)
19	_____	1 Vandorn Pedestal Grinder	48	_____	1 PVC Fitting, Assorted (Lot)
20	_____	2 Vestil 50,000 Lbs. Trailer Stabilizing Jacks (2 Each)	49	_____	1 PVC Fitting, Assorted (Lot)
21	_____	1 Craftsman 2,400 Watt Gas Generator	50	_____	1 Yale 2-Ton Electric Chain Hoist
22	_____	1 Miller 7-Bolt Welder	51	_____	1 Black & Decker Core Bit Drill, m/n 748
23	_____	1 Delta Drill Press	52	_____	1 Heavy Duty Transmission Jack, 1-Ton, m/n ATD-7436
24	_____	1 Sandblasting Tank w/Hose & Mask	53	_____	8 Windows & Skylights (8 Each)
25	_____	1 Bender	54	_____	1 Knaack Gang Box
26	_____	1 Speedaire Air Compressor, m/n 5Z034A1	55	_____	1 Knaack Gang Box
27	_____	1 David Round Rocket 51" Air Winch	56	_____	1 Knaack Gang Box
28	_____	1 Arbor Press	57	_____	1 Knaack Gang Box
29	_____	1 Homelite Demo Saw, m/n DM50	58	_____	1 H&M Pipe Beveling Machine, s/n 79464C8
30	_____	2 Coppus Ventilators (2 Each)	59	_____	1 Paint Sprayer Pot w/Hoses
			60	_____	1 Motor & Gear Box
			61	_____	1 Bernard Water Cooler Unit
			62	_____	4 Ridgid Pipe Wrenches, Asst. (4 Each)
			62A	_____	1 Fletcher Electric Hand Die Driver
			63	_____	1 Pipe Clamp, m/n 412
			64	_____	6 Pipe Rollers (6 Each)
			65	_____	1 Pipe Clamp, 12"
			66	_____	1 Reed 8-H Pipe Cutters
			67	_____	2 Hydraulic Cylinders, Assorted (2 Each)
			68	_____	1 Enerpac P-462 Hydraulic Hand Pump

