

Online Auction Sale

Building Materials

Online Bidding Ends: Wednesday, March 4 at 12:00 Noon

Assets Located at our Warehouse:

1825 E. Boston Street, Philadelphia, PA 19125

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, Monday March 2, 2020 from 8:30 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, March 6, 2020. Payments may be made by cash, 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, MARCH 4, 2020. 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.
- 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 begin at the conclusion of the sale on Wednesday, March 4 and end on Friday, March 6, 2020. Hours for removal are from 8:30 AM to 4:00 PM. 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 21% 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 21% 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 18%.
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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Lot # Lot Description		Lot # Lot Description	
1	K2 Fire Tube Gas Fired Hot Water Boiler, m/n K2FTC-155	35	Kobalt 50 Pc. Drill & Drive Set
2	Craftsman 21" Self-Propelled Cordless Mower	36	Kobalt 50 Pc. Drill & Drive Sets (2 Each)
3	Panasonic Spot Energy Recovery Ventilator, m/n FV-04VE1	37	Blue Hawk Cable Sling w/Loops, 3/8"x9'
4	Coleman Portable X-Cursion Grill	38	Blue Hawk Cable Sling w/Loops, 3/8"x9'
5	Dyson V7 Cord Free Light Weight Vacuum	39	Blue Hawk Cable Sling w/Loops, 3/8"x9'
6	Kobalt 40 Volt Cordless String Trimmer Kit (Lithium)	40	Blue Hawk Cable Sling w/Loops, 3/8"x9'
7	Kobalt 40 Volt Cordless String Trimmer Kit (Lithium)	41	Blue Hawk Dog Exerciser, 75'
8	Maxlite 18 Watt Spiral Light Bulbs 1(50) (50 Each)	42	Blue Hawk Dog Exerciser, 75'
9	Maxlite 18 Watt Spiral Light Bulbs 1(50) (50 Each)	43	Blue Hawk Dog Rub Cables, 20' (2 Each)
10	Maxlite 18 Watt Spiral Light Bulbs 1(50) (50 Each)	44	Lincoln Mild Steel Mig Wire (Roll)
11	Maxlite 23 Watt Flood Lights 2(6) (12 Each)	45	Lincoln Mild Steel Mig Wire (Roll)
12	Maxlite 23 Watt Flood Lights 2(6) (12 Each)	46	Bella Smokeless Grill, 12"x16"
13	Maxlite 23 Watt Flood Lights 2(6) (12 Each)	47	Crock Pot
14	Lumenpulse TH2 Light Fixture	48	Crock Pot
15	Lumenpulse TH2 Light Fixture	49	Crock Pot
16	Lumenpulse TH2 Light Fixture	50	Crock Pot
17	Lumenpulse TH2 Light Fixture	51	Crock Pot
18	Lumenpulse TH2 Light Fixture	52	Bella Air Fryer
19	Lumenpulse TH2 Light Fixtures (2 Each)	53	Battery Back-Up Pump System
20	Baldwin Entry Lockset w/Keys	54	Battery Back-Up Pump System
21	Baldwin Entry Lockset w/Keys	55	Battery Back-Up Pump System
22	Baldwin Entry Lockset w/Keys	56	Battery Back-Up Pump System
23	Baldwin Entry Lockset w/Keys	57	Battery Back-Up Pump System
24	Baldwin Entry Lockset w/Keys	58	Battery Back-Up Pump System
25	Baldwin Entry Lockset w/Keys	59	Sonic Sport Detachable Ear Clips (4 Each)
26	Baldwin Privacy Lever Set	60	Sonic Sport Detachable Ear Clips (4 Each)
27	Baldwin Privacy Lever Set	61	Sonic Sport Detachable Ear Clips (5 Each)
28	Emtek Dummy Knob Sets (2 Each)	62	Sonic Sport Detachable Ear Clips (5 Each)
29	Emtek Passage & Dummy Knob Sets, Asst. (2 Each)	63	Sonic Sport Detachable Ear Clips (5 Each)
30	Baldwin Dummy Knob Set	64	Sonic Sport Detachable Ear Clips (5 Each)
31	Kobalt 106 Pc. Drill & Drive Set	65	Sonic Sport Detachable Ear Clips (5 Each)
32	Kobalt 106 Pc. Drill & Drive Set	66	Sonic Sport Detachable Ear Clips (5 Each)
33	Kobalt 50 Pc. Drill & Drive Set	67	Sonic Sport Detachable Ear Clips (5 Each)
34	Kobalt 50 Pc. Drill & Drive Sets (2 Each)	68	Sonic Sport Detachable Ear Clips (5 Each)
		69	Sonic Sport Detachable Ear Clips (5 Each)
		70	Sonic Sport Detachable Ear Clips (5 Each)
		71	Sonic Sport Detachable Ear Clips (5 Each)
		72	Sonic Sport Detachable Ear Clips (5 Each)

Lot #	Lot Description
73	Bristol Compressors
74	Bristol Compressors
75	Bristol Compressors
76	Baldwin Brass Entry Trim
77	Baldwin Brass Dummy Entry Trim
78	Baldwin Polished Nickel Entry Trim
79	Baldwin Polished Nickel Entry Trim
80	Baldwin Bronze Entry Trim
81	Baldwin Bronze Single Cylinder
82	Baldwin P/Brass Single Cylinder
83	Baldwin Satin Black Single Cylinder
84	Baldwin P/Brass Entry Trim
85	Baldwin Bronze Single Cylinder
86	Baldwin Bronze Entry Trim
87	Baldwin Nickel Single Cylinder
88	Baldwin P/Brass Single Cylinder
89	Baldwin Nickel Single Cylinder
90	Baldwin P/Brass Single Cylinder
91	Baldwin P/Chrome Single Cylinder
92	Baldwin Nickel Passage Lever Knob
93	Baldwin Nickel Privacy Lever Knob
94	Baldwin P/Chrome Lever Knob
95	Baldwin P/Chrome Privacy Lever Knob
96	Baldwin Nickel Lever Knob
97	Kwikset Smart Code 911 Touch Pad Electronic Lever
98	Kwikset Smart Code 909 Electronic Dead Bolt
99	Kwikset Smart Code 909 Electronic Dead Bolt
100	Kwikset Keyless Entry Touch Pad Dead Bolt
101	Kwikset Keyless Entry Touch Pad Dead Bolt
102	Pull-Out Kitchen Faucet
103	Pull-Out Kitchen Faucet
104	Pull-Out Kitchen Faucet
105	Pull-Out Kitchen Faucets w/Soap Dispensers (2 Each)
106	Delta 2-Handle Widespread Lavatory Faucet
107	Delta 2-Handle Widespread Lavatory Faucet
108	Delta Center Set Lavatory Faucet
109	Nest Connect Range Extenders (2 Each)

Lot #	Lot Description
110	Nest Connect Range Extenders (2 Each)
111	Dascom Matrix Printer, m/n T2365T2380
112	Mahogany 2-Panel Door w/Jambs, 32"
113	Mahogany 2-Panel Door w/Jambs, 32"
114	Mahogany 2-Panel Door w/Jambs, 32"
115	Mahogany 2-Panel Door w/Jambs, 32"
116	Mahogany 2-Panel Door w/Jambs, 30"
117	Mahogany 2-Panel Door w/Jambs, 30"
118	Mahogany 2-Panel Door w/Jambs, 30"
119	Mahogany 2-Panel Door w/Jambs, 30"
120	Mahogany 2-Panel Door w/Jambs, 30"
121	Mahogany 2-Panel Door w/Jambs, 30"
122	Mahogany 2-Panel Doors w/Jambs, 32" (2 Each)
123	Mahogany 2-Panel Door w/Jambs, 30"
124	Lite-Up Mirror Medicine Cabinet, 24"
125	Lite-Up Mirror Medicine Cabinet, 24"
126	Mirrors, 32"x27" (2 Each)
127	Mirror, 28"x27"
128	Mirrors, 24"x27" (2 Each)
129	Mirrors, 24"x27" (2 Each)
130	Mirrors, 24"x27" (2 Each)
131	Mirrors, 24"x27" (2 Each)
132	Blanco Cerana Bar Sinks (2 Each)
133	Blanco Double Bowl Sink, Cream
134	Blanco Double Bowl Sink, Cream
135	Blanco Double Bowl Sink, Cream
136	Blanco Double Bowl Sinks, Taupe (2 Each)
137	Blanco Double Bowl Sinks, Taupe (2 Each)
138	Blanco Double Bowl Sinks, White (2 Each)
139	Blanco Double Bowl Sinks, White (2 Each)