

Online Auction Sale

Water Ice Equipment

Online Bidding Ends: Wednesday, August 8 at 12:00 Noon

Assets located at our Warehouse:
1825 E. Boston Street, Philadelphia, PA 19125

BID ONLINE AT COMLY.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. METHOD OF SALE:** Auction Company will offer the assets for sale in entirety lots as well as piecemeal lots. The bidding for the entirety lot will close one hour prior to the piecemeal bidding. The method, or combination of methods, which best serves the interest of the Seller, will be the manner in which the assets will be considered sold. This determination will be made immediately following the conclusion of the auction sale. If you have an interest in bidding on the entirety lot, please contact the Auction Office by 11:00 AM on Wednesday, August 8, 2018 for clarification.
- 2. 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.
- 3. DEPOSIT:** Auction Company reserves the right to request a deposit from any Buyer prior to or during the bidding process.
- 4. INSPECTION:** Buyer may inspect the items available for auction and are urged to do so on Monday, August 6, 2018 from 8:30 AM to 4:00 PM. **All sales are final, so please attend the public inspection!**
- 5. PAYMENT:** Auction Company must receive all payments by 4:00 PM on Friday, August 10, 2018. 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, AUGUST 8, 2018. 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.
- 6. 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.

7. **TIME OF REMOVAL:** Removal will begin at the conclusion of the sale on Wednesday, August 8 and end on Friday, August 10, 2018. Hours for removal are from 8:30 AM to 4:00 PM. Auction Company will not package or ship any items.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **CLAIMS:** No claims or allowances of any sort will be allowed once the assets have been removed from the premises.

16. **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.
17. **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.
18. **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.
19. **AGENCY:** Auction Company is acting as agent only and is not responsible for acts of its principals.
20. **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.
21. **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%.
22. **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.
23. **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: Online Auction Sale - 8/8/18

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 Lot #2 through 109 in its entirety.	31	_____	2 Rubbermaid Silhouettes Round Designer Recycling/Trash Receptacles (2 Each)
2	_____	1 Rubber Coated Bench, 6'			
3	_____	1 Rubber Coated Bench, 4'			
4	_____	1 Rubber Coated Picnic Table, 80"x80"	32	_____	2 Rubbermaid Silhouettes Round Designer Recycling/Trash Receptacles (2 Each)
5	_____	1 Rubber Coated Picnic Table, 80"x80"			
6	_____	1 Sentinel 18-Gun Convertible Fire Safe w/Combo, m/n F425-1	33	_____	1 Trash Can, 32 Gal.
7	_____	1 J&J Snack Foods Pretzel Warmer, m/n 2000	34	_____	1 Rolling Swivel Office Chair
8	_____	1 Server 85899 S.S. Hot Topping Dispenser	35	_____	1 Wire Mail Cart, 3-Tier
9	_____	1 Server 81140 S.S. Hot Topping Dispenser	36	_____	1 Wire Mail Cart, 3-Tier
10	_____	1 Server 86810 Touch Topping Warmer	37	_____	1 Table Top w/(2) Legs, 48"x24"
11	_____	1 Server 86810 Touch Topping Warmer	38	_____	1 S.S. Work Table w/Under Shelf, 48"x24"
12	_____	1 Server 86810 Touch Topping Warmer	39	_____	1 Cambro Dunnage Rack, 48"x21"
13	_____	1 Server 86810 Touch Topping Warmer	40	_____	1 Cambro Dunnage Rack, 48"x21"
14	_____	2 Commercial Manual Squeeze Citrus Presses (2 Each)	41	_____	2 Cambro Dunnage Racks, 36"x21" (2 Each)
15	_____	1 Commercial Manual Squeeze Citrus Press	42	_____	2 Cambro Dunnage Racks, 36"x21" (2 Each)
16	_____	1 Waring Commercial Drink Mixer, m/n 31DM43	43	_____	2 Cambro Dunnage Racks, 36"x21" (2 Each)
17	_____	1 Waring Commercial Drink Mixer, m/n 31DM43	44	_____	2 Cambro Dunnage Racks, 36"x21" (2 Each)
18	_____	1 Nemco 7030A Waffle Cone Baker	45	_____	2 Sam4S Cash Registers, m/n ER-655 (2 Each)
19	_____	1 S.S. Work Table w/Under Shelf, 24"x24"	46	_____	1 Sam4S Cash Register, m/n ER-650
20	_____	1 S.S. Work Table w/Under Shelf, 36"x30"	47	_____	1 Sam4S Cash Register, m/n ER-650
21	_____	1 S.S. Work Table w/Under Shelf, 36"x30"	48	_____	14 Food Containers w/Lids, 18 & 22 Quart (14 Each)
22	_____	1 Advantco 36" Countertop Heated Display Warmer, m/n 177HDC36	49	_____	14 Food Containers w/Lids, 18 & 22 Quart (14 Each)
23	_____	2 Server Condiment Dispenser Stations, m/n 67890 (2 Each)	50	_____	13 Food Containers w/Lids, 18 & 22 Quart (13 Each)
24	_____	25 S.S. Ice-Cream Spades (25 Each)	51	_____	1 Mustee Mop Sink, 24"x24"
25	_____	3 San Jamar S.S. Adjustable Lid Organizers (3 Each)	52	_____	4 Gooseneck Light Fixtures (4 Each)
26	_____	1 S.S. Food Containers, Ladles, Etc. (Lot)	53	_____	3 Gooseneck Light Fixtures (3 Each)
27	_____	1 Coleman Xtreme 5-Cooler	54	_____	6 Gooseneck Light Fixtures (6 Each)
28	_____	2 Igloo 5-Gal. Water Coolers (2 Each)	55	_____	1 Gooseneck Light Fixtures, Etc. (Lot)
29	_____	1 Rubbermaid Silhouettes Round Designer Recycling/Trash Receptacle	56	_____	1 Food Containers, Candy Dispensers, Utensils, Measuring Cups, Etc. (Lot)
30	_____	1 Rubbermaid Silhouettes Round Designer Recycling/Trash Receptacle	57	_____	1 Food Containers, Electro Freeze Soft Serve Machine Parts, Extension Cords, Etc. (Lot)
			58	_____	11 Wire Shelves, Asst. (No Poles) (11 Each)
			58A	_____	1 Aluminum Step Ladder, 4'
			58B	_____	1 Step Ladder, 2'



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Lot Num	Qty.	Description	Lot Num	Qty.	Description
59	_____	1 Electro Freeze Freedom 360 Soft Serve Twist Freezer, m/n 30T-CMT-113	85	_____	64 I. Rice & Company Mango Water Ice Base (64 Gallons)
60	_____	1 Electro Freeze Freedom 360 Soft Serve Twist Freezer, m/n 30T-CMT-113	86	_____	64 I. Rice & Company Mango Water Ice Base (64 Gallons)
61	_____	1 Electro Freeze Single Batch Freezer, m/n RFC3	87	_____	24 I. Rice & Company Mango Water Ice Base (24 Gallons)
62	_____	1 Electro Freeze Single Batch Freezer, m/n RFC3	88	_____	32 I. Rice & Company Mango Water Ice Base (32 Gallons)
63	_____	1 Advantco MX10 10-Quart Gear Driven, 1 Ph. Commercial Planetary Stand Mixer w/Guard, 3/4 Hp	89	_____	32 I. Rice & Company Mango Water Ice Base (32 Gallons)
64	_____	1 Hamilton Beach Mix N Chill Commercial Drink Mixer, m/n 94950	90	_____	24 I. Rice & Company Strawberry Water Ice Base (24 Gallons)
65	_____	1 Nemco Dual Waffle Cone Baker, m/n 7030A-2	91	_____	20 I. Rice & Company Strawberry Water Ice Base (20 Gallons)
66	_____	1 Electro Freeze Arctic Swirl Blender, m/n HDM-75A	92	_____	20 I. Rice & Company Strawberry Guava Water Ice Base (20 Gallons)
67	_____	1 Solwave S.S. Commercial Microwave, m/n 180MW100D	93	_____	40 I. Rice & Company Coconut Cream Water Ice Base (40 Gallons)
68	_____	1 Advantco S.S. 60" Under Counter Refrigerator, m/n 178TUC60R	94	_____	40 I. Rice & Company Coconut Cream Water Ice Base (40 Gallons)
69	_____	1 Advantco S.S. 48" Under Counter Refrigerator, m/n 178TUC48F	95	_____	40 I. Rice & Company Coconut Cream Water Ice Base (40 Gallons)
70	_____	1 Master-Bilt Dipping Cabinet, m/n DC-8D	96	_____	52 I. Rice & Company Cherry Water Ice Base (52 Gallons)
71	_____	1 Master-Bilt Dipping Cabinet, m/n DC-8D	97	_____	52 I. Rice & Company Cherry Water Ice Base (52 Gallons)
72	_____	1 Bakers Pride P44 Countertop Pizza Oven	98	_____	52 I. Rice & Company Cherry Water Ice Base (52 Gallons)
73	_____	1 J&J Snack Foods Pizza Oven, m/n JJ560D	99	_____	52 I. Rice & Company Pina Colada Water Ice Base (52 Gallons)
74	_____	1 Vinyl Awning, 74"x64"	100	_____	52 I. Rice & Company Pina Colada Water Ice Base (52 Gallons)
75	_____	1 Vinyl Awning, 74"x64"	101	_____	52 I. Rice & Company Pina Colada Water Ice Base (52 Gallons)
76	_____	1 Vinyl Awning, 78"x60"	102	_____	36 I. Rice & Company Water Ice Base, Black Cherry, Melon Ball, Pineapple, Margarita Lemon & Vanilla, Asst. (36 Gallons)
77	_____	1 Vinyl Awning, 100"x64"			
78	_____	1 Vinyl Awning, 100"x64"			
79	_____	1 Vinyl Awning, 96"x64"	103	_____	40 I. Rice & Company Water Ice Bases, Asst. (40 Gallons)
80	_____	32 I. Rice & Company Passion Fruit Water Ice Base (32 Gallons)	104	_____	44 I. Rice & Company Water Ice Bases, Asst. (44 Gallons)
81	_____	36 I. Rice & Company Passion Fruit Water Ice Base (36 Gallons)	105	_____	29 I. Rice & Company Fruit Sundae Toppings, Whole & Half Cherries, Etc. (Half Gallon Containers) (29 Each)
82	_____	36 I. Rice & Company Passion Fruit Water Ice Base (36 Gallons)			
83	_____	28 I. Rice & Company Watermelon Water Ice Base (28 Gallons)	106	_____	28 I. Rice & Company Premium Fudge, Chocolate Coating & Chocolate Syrup & Caramel Fudge Sundae Toppings (7 Lb. Cans) (28 Each)
84	_____	64 I. Rice & Company Mango Water Ice Base (64 Gallons)			



COMLY AUCTIONEERS
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Lot Num	Qty.	Description	Lot Num	Qty.	Description
107	_____	10 I. Rice & Company Stabilizer & Citric Acid Solution (10 Gallons)			
108	_____	1 Paper & Plastic Grocery Bags (Skid)			
109	_____	6 Plexiglass Signs, 1/4"x5'x8' (6 Each)			
110	_____	1 Imperial Natural Gas Salamander Broiler, m/n ISB-36			