

Online Auction Sale

By Order of Secured Party

**Box, Dump & Pickup Trucks, Trailers, Tractor
Skid Steer Loader, Mowers, Snow Blowers & Plows**

Kaiser Landscape Management

10 Commerce Drive, Ivyland, PA 18974

Online Bidding Ends: Wednesday, July 10 at 12:00 Noon

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. **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, July 8, 2019 from 9:00 AM to 3:00 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, July 12, 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, JULY 10, 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 Thursday, July 11 and Friday, July 12, 2019. Hours for removal are from 9:00 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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Catalog for Auction:Kaiser Landscape Management - 7/10/19

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
2	_____	1 Husqvarna Snow Blower, m/n 1830 EXCT, s/n 000304	26	_____	1 Exmark Turf-Tracer Walk Behind Mower, m/n TTS5481KA483, s/n 315636368
3	_____	1 Husqvarna Snow Blower, m/n 1830 EXCT, s/n 000202	27	_____	1 Salt Dogg Electric Poly Hopper Spreader, m/n SHPE-1500
4	_____	1 Ariens 30" Platinum Snow Blower, m/n 921018	28	_____	1 Salt Dogg Electric Poly Hopper Spreader, m/n SHPE-1500
5	_____	1 Toro 21" Power Clear Snow Blower, m/n 721-RC	29	_____	1 Salt Dogg Electric Poly Hopper Spreader, m/n SHPE-2000 s/n 3395
6	_____	1 Toro 21" Power Clear Snow Blower, m/n 721-RC	30	_____	1 Scoop Dog 10' Skid-Steer Snow Plow, s/n 8652
7	_____	1 Toro 21" Power Clear Snow Blower, m/n 721-RC	31	_____	1 Western Snow Plow w/Lights, 8'
8	_____	1 Toro 21" Power Clear Snow Blower, m/n 721-RC	32	_____	1 Boss Snow Plow w/Lights, 8'
9	_____	1 Toro 21" Power Clear Snow Blower, m/n 621-R	33	_____	1 Western Snow Plow w/Lights, 8'
10	_____	1 Toro 21" Power Clear Snow Blower, m/n 721-RC	34	_____	1 Snow Plow w/Lights, 8'
11	_____	2 Toro 21" Power Clear Snow Blowers, m/n 621-R (2 Each) (As-Is)	35	_____	1 Boss Snow Plow w/Lights, 8'
12	_____	1 Ariens 1024 Professional Snow Blower, m/n 924120, s/n 001080	36	_____	1 Skid-Steer Bucket
13	_____	1 Ariens 28" Deluxe 28 Snow Blower, m/n 921022	37	_____	1 FFC 66" Skid Steer Preparator Attachment, m/n LAF-3576-0895, s/n G058986
14	_____	1 Ariens 28" Deluxe 28 Snow Blower, m/n 921022	38	_____	1 2011 Caterpillar Skid Steer Loader, m/n 259B3 (2124 Hours) (No Key)
15	_____	1 Ariens 28" Deluxe 28 Snow Blower, m/n 921022	39	_____	1 2010 Mahindra Tractor w/Loader & Backhoe, m/n 3016 (No Key) (Needs Service, Loose Hydraulic Hose)
16	_____	1 Ariens 28" Deluxe 28 Snow Blower, m/n 921022	40	_____	1 2015 Ringo Enclosed Cargo Trailer w/Ramp Door & Side Door, 8' 5" x 18', Tandem Axle, VIN# 4YMCL2024FG059678
17	_____	1 Ariens 28" Deluxe 28 Snow Blower, m/n 921022	41	_____	1 2017 20" Fabrique Sure-Trac Construction Trailer, m/n ST8220TAT-B-100, Tandem Axle, VIN# 5JW1U2023H1208220
18	_____	1 Ariens 28" Deluxe 28 Snow Blower, m/n 921022	42	_____	1 1993 18' International Construction Trailer, Tandem Axle, VIN# 1ZFUF182XPB003250
19	_____	1 John Deere Snow Blower, m/n 1332PE, s/n 2014559482	43	_____	1 2003 18' Ringo Construction Trailer, Tandem Axle, m/n C18-10, VIN#: 1R9CF18273P000513 (Flat Tire)
20	_____	1 Exmark Lazer Z Ride On Mower, m/n LZX27KC606 s/n923171	44	_____	1 2014 Ringo Utility Trailer 6' x 16', Single Axle, m/n U6X16E, VIN#: 5M7UF1628EP000069, (Flat Tire)
21	_____	1 Exmark Lazer Z Ride On Mower	45	_____	1 2005 12' Carry-On Utility Trailer, Single Axle, VIN#: 4MYUL12105V086373
22	_____	1 Exmark Lazer Z Ride On Mower, m/n LZE742GKC604A3, s/n 315674321			
23	_____	1 Exmark Lazer Z Ride On Mower, m/n LZE740KC604L, s/n 312654392			
24	_____	1 Exmark Turf-Tracer Walk Behind Mower, m/n TTS16KA483, s/n 925297			
25	_____	1 Exmark Turf-Tracer Walk Behind Mower, m/n TTS16KA483, s/n 945722			



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Lot Num	Qty.	Description	Lot Num	Qty.	Description
47	_____	1 2013 Chevrolet 2500HD Silverado 4x4 Pick-Up Truck w/Vortec Engine, 160,000 Miles (Needs Jump or Battery) VIN#: 1GCOKVCG7DF123782			
48	_____	1 2004 Ford F350XL Super Duty Dump Truck w/8' Ringo Trailers Dump Body (Needs a Transmission) (Not Running) 90,000 Miles, VIN#: 1FDWF37S34EA10320			
49	_____	1 2011 Chevrolet 3500HD Dump Truck w/Vortec Engine, 8' Marauder Dump Body, 81,237 Miles (Need Jump or Battery) VIN#: 1GB4KZCG4BF155454			
50	_____	1 2007 GMC 16' W4500 Box Truck w/Lift Gate, Diesel Engine, w/10' Morgan Box Trailer Body, 162,226 Miles, VIN#: J8DC4J16477011500			