### Online Auction Sale

Surplus to the needs of:

## **The Crane Doctors**

95 Simon Lane, Tullytown, PA 19007

## Bidding Ends: Wednesday, October 10 at 12:00 Noon

	BID ONLINE AT <b>COMLY.COM</b>
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ON	LINE 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 as an entirety lot (Lot #11 to Lot #119) as well as piecemeal lots. Vehicles are not included in the entirety lot. 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, October 10, 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. <u>DEPOSIT</u>**: Auction Company reserves the right to request a deposit from any Buyer prior to or during the bidding process.
- **4.** <u>INSPECTION</u>: Buyer may inspect the items available for auction and are urged to do so on Friday, October 5, 2018 from 9:00 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, October 12, 2018. 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, OCTOBER 10, 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 be Thursday, October 11 and Friday, October 12, 2018. Hours for removal are from 9 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. <u>NON-DELIVERY RESPONSIBILITY</u>: 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. <u>SALE BY COUNT, MEASURE OR WEIGHT</u>**: 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.** <u>CLAIMS</u>: 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. <u>PERSONAL & PROPERTY RISK</u>: 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. <u>INDEMNIFICATION</u>**: 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.** <u>BUYER'S PREMIUM</u>: 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. <u>SALES TAX</u>: 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.





#### COMLY AUCTIONEERS 1825 E. BOSTON STREET PHILADELPHIA, PA 19125 (215) 634-2500 FAX (215) 634-0496 WWW.COMLY.COM

# Catalog for Auction:The Crane Doctors - 10/10/18 This catalog is meant merely as a guide. The auctioneer does not warrant the genuineness, accuracy or count of any items described herein.

ot Num	Qty.	Description	Lot Num	Qty	<b>/</b> .	Description
1	 1	Lot #11 to Lot #119 in its Entirety (Vehicles NOT Included). The bidding for the entirety lot will close one hour	17		1	Ingersoll Rand 5 HP 60 Gal. Air Compressor, m/n RA5E6VA, s/n DC90093-15940-0089
		prior to the piecemeal bidding. The	18		1	Brooms, Shovels, Etc. (Lot)
		method, or combination of methods,	19		1	
		which best serves the interest of the				Hoist
		Seller, will be the manner in which the	20		1	Craftsman Retractable Air Hose
		assets will be considered sold. This	21		1	Crescent Mechanics Tool Set (Set)
		determination will be made	22		1	` ,
		immediately following the conclusion	23		1	` ,
		of the auction sale. If you have an	24			Allied 3/8 Socket & Wrench Set
		interest in bidding on the entirety lot,	25		1	
		please contact the Auction Office by	26		1	Craftsman Tool Set
		11:00 AM on Wednesday, October 10				Craftsman 14.4V & Black & Decker
		2018 for clarification.	,			18V Cordless Drills w/Chargers &
2	 1	2000 GMC 3500HD Gas Bucket				Batteries (2 Each)
		Truck, 8' Utility Bed w/Telsta Bucket	28		2	Rockwell Electric Drills (2 Each)
		Lift, m/n A28D, 117,388 Miles, Vin:	29			Milwaukee & Rockwell Electric Drills
		1GDKC34JXYF490875				(2 Each)
3	1	1997 Ford F-350XL Utility Gas Truck	30		1	All-Pro DC Power Timing Light
		w/8' Reading Utility Body, 192,531	31		1	
		Miles, Vin: 3FEHF35H7VMA38127				Batteries & Chargers, 2 Boxes (Lot)
4	1	1984 Corvette (Stick/Auto), Cross	32		2	Grinders, Asst. (2 Each)
•	•	Fire Injection, Greenwood Drop Kit,	33		1	
		73,677 Miles, Vin:	00		•	m/n 725
		1G1AY0782E5140918	34		1	
5	1	1990 Mercedes-Benz 500SL	•		•	Electric Impact Wrench
Ü	 •	Automatic Engine, 63,433 Miles, Vin:	35		1	Black & Decker Rotary Hammer
		WDBFA66E2LF010056	00		•	w/Bits
6	1	1988 Star Jet Boat, m/n 800JSR,	36		1	Hilti DX200 Piston Drive Tool
Ü	 •	Suzuki Outboard Motor & Trailer	37		1	Craftsman 3/8" 7.2V Cordless Drill Kit
7	1	1996 Polaris SL780 Jet Ski (New	38		1	Power Team 6-Ton Hydraulic Puller
•	•	Motor) w/Trailer, 128 Hours	39		1	Puller
9	1	1998 Harley Davidson Heritage	40		1	Heater, 2-Burner Stove, Lanterns,
Ü	 •	Softail Motorcycle, 12,324 Miles, Vin:	.0		·	Etc. (Lot)
		1HD1BJL48WY059826	41		1	Ramset Power Driver
10	1	Loncin Black Widow Motorcycle, Vin:	42		1	Remington 455A Powermate Stud
10		L4PBUMCC551028995, Odometer	7∠			Driver
		Reads 00032 Miles	43		1	Remington Power Hammer
11	1	Crager Chrome Wheels w/Deep Dish	44		1	Big Red Porta Power Hydraulic Jack
	 •	Reads, 4 Pc. Set (Set)	• • •		•	System
12	2	Captains Chairs (Truck or Van) (2	45		1	Enterpac Porta Power Hydraulic Jack
12	 _	Each)	-10		٠	System
13	1	'	46		2	Hydraulic 50-Ton Ram & Wire Rope
10	 1	Ladder	+0		۷	Cutter (2 Each)
14	n		47		1	Jack Stands (Set)
15	 1	Dollies (2 Each) Hand Truck	48		1	Hydraulic Jacks, Asst. (2 Each)
16	 1					
10	 ı	Work Light	49		3	Water & Air Hoses, Asst. (3 Each)



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Lot Num	Qty.	Description	Lot Num	Qty.	Description
50	1	Michelin 3 1/2 Ton Hydraulic Jack	92		2 Ratchet Straps (2 Each)
51		Hydraulic Jacks, 2-Ton, Asst. (2	93		2 Greenlee Knockout Sets, Asst. (2
		Each)			Each)
52	1	Miller Thunderbolt AC/DC Welder, s/n	94		1 GMC 10" Compound Miter Saw
		JJ442630 w/Cart & Welding Cables	95		1 Ratchet Set, 1", Sockets & Breaker
53	1	Yale 1/2 Ton Chain Hoist, m/n			Bar (Lot)
		W6C17N224E	96		1 SK 600 Lb. Torque Wrench w/Case
54	1	Winco Generator, m/n 302BH-FM/H	97		3 Sledge Hammer, Cable Cutters &
55 <u> </u>	1	Portable Air Tank			Crimping Wire Tool (3 Each)
56	1	Craftsman Retractable Air Hose	98	<u> </u>	1 Welding Tools, Asst. (Lot)
57	1	Craftsman 1 1/2 Ton 17" Drill Press	99		2 Cotter Pins & Solder Terminal (2
		w/Press Vise			Each)
58	1	Step Ladders & Workmate Table,	100		1 Honda C-X160 5.5 Hp 4-Cycle Gas
		Asst. (Lot)			Engine
59	1	Westway Folding Ladder, 12'	101		Come A-Longs, Asst. (2 Each)
60	1	Westway Folding Ladder, 12'	102		1 Remington 50 Portable Forced Air
61	2	Ridgid Pipe Cutting Tools, Asst. (2			Heater
		Each)	103		1 Hand Truck
62	1	· •	104		1 Welding Table, 3'x5'
63	2	Beam Clamps, 2-Ton (2 Each)	105	·	1 Masterbilt Electric Smoker
-	1	<b>- 7</b> , -	106		1 Multi Function Hand Truck
	1	Craftsman Miter Saw Table	107		1 Shop Vac, 20-Gal, 4.5 Hp
	3	Wrenches, Asst. (3 Each)	108		1 Sand Blaster
	1	, (,	109		2 Dart Board & Miniature Pool Table (2
	1	8			Each)
		Pumps, Asst. (2 Each)	110		1 Heaters, Light, Etc. (Lot)
		Marquette Battery Tester	111		1 Household Furniture, Pictures, Coat
		Thermal Pro Burning Outfit Set			Rack, Etc. (Lot)
·		Bernzomatic Jet Torch Kits (2 Each)	112		2 Coffee & End Tables (2 Each)
·		Victor Burning Torch, m/n ST900FC	113		1 Table Lamp
·		Victor Torch Heads, Asst. (2 Each)	114	·	1 Couch, Chair & Ottoman, Leather
		,	445		(Set)
-		Wooden Work Table, 6'x3'	115		1 China Cabinet w/Hutch, Cherry Wood
77	1	Hydraulic Table Cart, 1,000 Lb.	116		1 Curio Cabinet
70	0	Capacity	117		1 Bissel Pet Hair Vacuum
78 <u> </u>		Dollies, 2'x4' (2 Each)	118		2 Sylvania Microwave & 13" TV
	1		110		w/Remote (2 Each)
·	1	- 3 1 3	119		1 Avanti Refrigerator, 32"x19"x20"
	1	, , ,			
	1 1	, , , , , , , , , , , , , , , , , , , ,			
		Motorcycle Jack, 1,500 Lb. Capacity Creeper & Work Seats, Asst. (3			
04	3	Each)			
85	1				
	'				
	' 1				
	' 1				
	'				
90	'				
91		Measuring Tools, Asst. (3 Each)			
J1	3	wicasuming 10013, Asst. (5 Lacm)			