

Online Auction Sale

Automotive Machinery & Equipment

Online Bidding Ends: Wednesday, August 25 at 12:00 Noon

Assets Located at:

1637 S. 25th Street in Philadelphia, PA

BID ONLINE AT [COMLY.COM](https://www.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 may offer the assets for sale as an entirety as well as in piecemeal lots. The entirety bidding 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.
- 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 23, 2021 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 Thursday, August 26, 2021 (no weekend hours). Payments may be made by cashier's check drawn to the order of Wm. F. Comly & Son, Inc. 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.**
- 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 on Thursday, August 26 and end on Friday, August 27, 2021. 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.
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 16% 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 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%.
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 - 8/25/2021

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 #1 Through 128 in its Entirety.	33	_____	5 Air Hand Tools, Asst. (5 Each)
		The entirety bidding will close one	34	_____	6 Bolt Cutters, Asst. (6 Each)
		hour prior to the piecemeal bidding.	35	_____	4 Pipe Wrenches, Asst. (4 Each)
		The method, or combination of	36	_____	5 Pliers & Wrench, Asst. (5 Each)
		methods, which best serves the	37	_____	1 Alignment Screen
		interest of the Seller, will be the	38	_____	7 Hammers, Asst. (7 Each)
		manner in which the assets will be	39	_____	1 Socket Set, 15 Pc. (Set)
		considered sold.	40	_____	1 Sockets, Asst. (32 Each) (Lot)
2	_____	1 Snap-On Wheel Balancer, m/n	41	_____	1 Balancer, Tire Plugs, A/C Adapters,
		WB250			Etc. (6 Pcs) (Lot)
3	_____	1 Coats Tire Changer, m/n 5030A	42	_____	1 Matco 9-Way Slide Hammer Puller
4	_____	1 Big Red 2-Ton Hydraulic Engine Hoist			Set
5	_____	1 Engine Jack, 1,000 Lb. Cap.	43	_____	1 Blue Point Metric Tap & Die Set, m/n
6	_____	1 OTC Transverse Engine Support Bar,			TDM-117
		500 Lb. Cap., m/n 1722	44	_____	1 Saw, Tester, Heat Gun, Etc., Asst.
7	_____	1 Air Jack, 22-Ton			(Lot)
8	_____	1 Jack Stand	45	_____	1 SIR Tools Pneumatic Brake Caliper
9	_____	1 Jack Stand			Piston Compressor & Wind Back Kit,
10	_____	1 Portable Oil Drain Caddy			m/n ST902
11	_____	1 Gray Car, Truck & Bus Lift	46	_____	1 Milwaukee M12 1/4" Cordless Impact
12	_____	1 Gray Air Lift			Driver w/Charger, (2) Batteries & Case
13	_____	1 Gray Air Lift, 4,000 Lb. Cap	47	_____	1 Snap-On Cordless Drill w/Charger &
14	_____	1 Jack, 2-Ton			(2) Batteries
15	_____	1 Service Jack, 2 1/2 Ton	48	_____	1 Snap-On Cordless Drill w/Charger &
16	_____	1 Barrel Pump			(1) Battery
16A	_____	1 Snap-On Timing Light, m/n MT-215	49	_____	1 Milwaukee M18 Impact/Drill Set
16B	_____	2 Plug-O-Matics, Asst. (2 Each)			w/Charger, (3) Batteries & Bag (Set)
16C	_____	1 Tach Dwell Tester, m/n TBT-12	50	_____	1 Fuel Injection Pressure Test Kit
17	_____	2 Jack Stands, 5-Ton (2 Each)	51	_____	1 Blue Point R134A Digital Manifold
18	_____	2 Jack Stands, 10-Ton (2 Each)	52	_____	1 Parts & Tools, Asst. (Lot)
19	_____	3 Jack Stands, 5-Ton (3 Each)	53	_____	1 Fowler Discarotor Combo Kit
20	_____	1 Truck Alignment Tool	54	_____	1 Tracerline UV/Blue Lamp Kit, m/n
21	_____	1 Hydraulic Floor Jack			TP-8120
21A	_____	1 Shovel, Pick Axe, Bar, Sledge	55	_____	1 Tif Refrigerant Leak Detector, m/n
		Hammer, Etc., Asst. (Lot)			TIFXP-1A
22	_____	1 Come-A-Long	56	_____	2 Leak Detection Kits (2 Each)
23	_____	6 Gas Cans, Asst. (6 Each)	57	_____	1 Filter Wrench Kit
24	_____	1 Blue Point Lower Control Arm Tool	58	_____	12 Ratchets, Asst. (12 Each)
25	_____	1 Pneumatic Impact Driver, m/n	59	_____	1 Matco Socket Set, 53 Pcs. (Set)
		CP7778-6	60	_____	2 Flip Socket Set & Hub Cap & Wheel
26	_____	5 Work Lights, Asst. (5 Each)			Remover (2 Each)
27	_____	1 Handle Tools, Asst. (Lot)	61	_____	1 Axle Nut Socket Set, m/n ATD5467
28	_____	1 Ratchet, 24", m/n L72T			(Set)
29	_____	5 Breaker Bars, Asst. (5 Each)	62	_____	1 Matco Tools Cooling System
30	_____	1 Snap On 3/4" Heavy Duty Socket Set			Pressure Tester, Air Powered
		w/Sockets, m/n L872 (45 Pcs) (Lot)	63	_____	1 Matco Tools Power Steering Pump
31	_____	5 Air Impact Wrenches, Asst. (5 Each)			Pulley Set (Set)
32	_____	3 Air Drills, Asst. (3 Each)			



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Lot Num	Qty.	Description	Lot Num	Qty.	Description
64	_____	2 Snap-On Bolt & Screw Extractor Sets (2 Sets)	98	_____	1 Lincoln Arc Welder, m/n AC-225-S
65	_____	2 Universal Brake Caliper Tools (2 Each)	99	_____	1 Oxygen & Acetylene Tanks, Asst. (2 Each) (Lot)
66	_____	2 Electric Stapler & Matco Tool Heat Gun (2 Each)	100	_____	1 Craftsman Tool Chest
67	_____	1 Blue Point Double Flaring Tool	101	_____	1 Light Bulbs w/Cabinet (Lot)
68	_____	1 Snap-On Rad Kit Plus A	102	_____	1 C-Clamps, Etc., Asst. (9 Each) (Lot)
69	_____	1 Pneumatic Fan Clutch Wrench Set, m/n 43300	103	_____	1 Specialty Wrenches, Asst. (6 Each) (Lot)
70	_____	1 Pullers, Molding Remover Set, Etc., Asst. (Lot)	104	_____	1 Specialty Pliers, Etc., Asst. (23 Each) (Lot)
71	_____	1 Taps & Dies, Asst. (Lot)	105	_____	1 Wrenches, Asst. (38 Each) (Lot)
72	_____	1 Snap-On Pressure Gauge	106	_____	1 Screwdrivers, Etc., Asst. (25 Each) (Lot)
73	_____	1 Matco Tools Master Disconnect Set (Set)	107	_____	1 Oil Filter Wrenches (6 Each) (Lot)
74	_____	1 Snap-On Breaker Bar Set	108	_____	1 Hand Tools, Ratchets, Sockets, Etc., Asst. (Lot)
75	_____	1 Excell Pneumatic Tool Set (Set)	109	_____	1 Exhaust Hose Pliers, Snips, Cutters, Etc., Asst. (5 Each) (Lot)
76	_____	1 Matco Tools Ball Joint Service Tool Kit	110	_____	1 Snap-On Specialty Tools, Asst. (12 Each) (Lot)
77	_____	1 Slide Hammer 2/3 Jaw Puller Set, m/n 27020	111	_____	1 Adjustable Wrenches, Asst. (6 Each) (Lot)
78	_____	1 Matco Tools Pipe Stretcher Kit	112	_____	1 Matco Tools 180 PSI Gauge
79	_____	1 Portable Power Hydraulic, 4-Ton	113	_____	1 Hand Tools, Tool Boxes, Etc., Asst. (Contents of Work Bench) (Lot)
80	_____	1 Matco Tools Digital Brake Drum Gauge	114	_____	1 Work Bench w/Vise & Grinder
81	_____	1 Power Probe Circuit Tester	115	_____	1 Hardware, Parts, Etc., Asst. (Lot)
82	_____	1 Blue Point TBI/EFI Injection Harness Tester Kit, m/n FID8838A	116	_____	1 Tools, Etc., Asst. (Lot)
83	_____	1 Gear Wrench Serpentine Belt Tool	117	_____	1 Tool Box w/Tools, Hand Tools, Sockets, Etc. (Lot)
84	_____	1 Line Disconnect Tool Set	118	_____	1 Fuse & Tubing Accessories, Etc., Asst. (Lot)
85	_____	1 Socket Set (Set)	119	_____	1 Oil Filters, Etc., Asst.
86	_____	1 OTC Diagnostic Tester	120	_____	2 Mechanics Creepers, Asst. (2 Each)
87	_____	1 Snap-On 15-Drawer Tool Chest w/Key, w/Tools	121	_____	1 Wrenches, Asst. (Lot)
88	_____	1 Retractable Air Hose	122	_____	1 Sockets Sets, Etc., Asst. (Lot)
89	_____	1 Cabinet, Racks, Oil, Anti-Freeze, Etc., Asst. (Lot)	123	_____	1 Sockets Sets, Etc., Asst. (Lot)
90	_____	1 Hot Point Refrigerator, Toaster Oven, Etc., Asst. (Lot)	124	_____	1 Screw Drivers, Nut Drivers, Etc., Asst. (Lot)
91	_____	1 Fasteners, Clips, Etc., Asst. (11 Each) (Lot)	125	_____	1 Ratchets & Specialty Wrenches, Asst. (Lot)
92	_____	1 Parts Bins w/Nuts, Bolts, Etc., Asst. (5 Each) (Lot)	126	_____	1 Stainless Steel Table w/Undershelf, 6'
93	_____	1 Desk w/Compaq Computer System & HP Printer (Lot)	127	_____	1 Matco Tools Pneumatic Chisel Set
94	_____	1 Wiper Blades, Asst. (Lot)	128	_____	1 Facom Brake Pressure Test Kit
95	_____	1 Retractable Air Hose			
96	_____	1 Chain Hoist, 1-Ton			
97	_____	1 Motor Oil Barrell w/Pump			