Online Auction Sale Machinery and Equipment

Online Bidding Ends: Friday, December 10 at 12:00 Noon

Assets Located at:

Flanagan's Creative Displays

55 Jersey Avenue, Port Jervis, NY 12771

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 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. <u>REGISTRATION</u>: 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, December 3, 2021 from 10:00 AM to 3:00 PM. All sales are final, so please attend the public inspection!
- 5. PAYMENT: Auction Company must receive all payments by 4:00 PM on Monday, December 13, 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. <u>TIME OF REMOVAL</u>: Lot #'s 218, 219 & 223 (Must remain onsite until 12 Noon, Wednesday, December 15th. Removal will be on Monday, December 13 through Wednesday, December 15, 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. <u>NON-PAYMENT</u>: 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. 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. <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. 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. <u>ADDITIONAL TERMS</u>**: 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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COMLY AUCTIONEERS 1746 Winchester Road Bensalem, PA 19020

(215) 634-2500 FAX (215) 634-0496 WWW.COMLY.COM

Catalog for Auction:Flanagans Online Auction Sale - 12/10/21

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	Qt	ty. I	Description
1	1	American Multi-Point Welder,	27		1	Sterling Spot Welder, m/n
		8-Heads, m/n AWEA-8H-T, s/n 95013				SP18ASB5, s/n 4216
2	 1	Multi-Point Welder, 6-Heads	28		1	Sterling Spot Welder, m/n P18MS, s/n
3	 1	American Multi-Point Welder,				2799
		6-Heads, m/n 6-Head Multi, s/n 11788	29		1	Lankin Spot Welder, m/n T-36, s/n
4	 1	American Multi-Point Welder,				5076
		6-Heads, m/n 6-Gun Spec, s/n 6G86-5	5 30		1	Alphil Spot Welder, m/n RFG, s/n
5	 1	Multi-Point Welder				4599
6	 1	American Spot Welder, m/n SP24A,	31		1	Chicago Dries & Krump 4' Press
		s/n 68009				Brake, 11-Ton, m/n 131, s/n
7	 1	Sterling Spot Welder, m/n				LW-12926
		VP18ASB5, s/n 4121	32		1	Chicago Dries & Krump 4' Press
8	 1	Lors Spot Welder, m/n 150/AP, s/n				Brake, 11-Ton, m/n 131, s/n
		679/2489				LW-974XX
9	 1	Alphil Spot Welder, m/n A-RJ, s/n	33		1	Press Brake Dies, Asst. (Lot)
		4618	34		1	Press Brake Dies, Asst. (Lot)
10	 1	Lubow Shear, m/n TTV, s/n 467	35		1	Cummins 5/8" Drill Press, m/n
11	 1	Penn Machinery Manual Tube Bender				DP-16F, s/n 10/8290
12	 1	Manual Tube Bender	36		1	Corner Shear
13	 1	Sterling Spot Welder, m/n VP18ASB,	37		1	Greenerd No. 3 Arbor Press
		s/n 3293	38		1	Heinrich Handnib #4 w/ Steel Work
14	 1	Lors Spot Welder, m/n 130AP, s/n				Table
		884-3309	39		1	Table-Top Manual Tube Bender
15	 1	Sterling Spot Welder, m/n	40		1	Steel Table, 6' w/ Vise, Bending Tool
		2SP24ASB, s/n 3122				& Dies (Lot)
16	 1	Sterling Spot Welder, m/n KP18M, s/n	41		1	Steel Table, 8' w/ Press Brake Dies
		2337				(Lot)
17	 1	Sterling Spot Welder, m/n	42		1	Welding Accessories, Asst. (Lot)
		2SP18ASB, s/n 2434	43		1	Desk, Steel Shelving, Work Table,
18	 1	Sterling Spot Welder, m/n KXAS, s/n				Etc. (Lot)
		1872	44		1	Buffalo No. 18 Drill Press
19	 1	Alphil Spot Welder, m/n BW, s/n 7033	45	-	1	Liland Gifford Drill Press
20	 1	Ames Weld Spot Welder, m/n	46		1	Landis 1 1/2 Surface Grinder
		450SDAB, s/n 5326A54	47		1	South Bend 16" Lathe
21	 1	Lors Spot Welder, m/n 1100AP-1, s/n	48		1	Logan Model 955 Screw Cutting
		1084-3339				Lathe
22	 1	Custom Tube Inserter	49		1	Bridgeport Milling Machine
23	 1	Sterling Spot Welder, m/n KXAS, s/n	50		1	Bridgeport Milling Machine
		2692	51		1	Lassy Hand Tapper, m/n 12F
24	 1	Ames Weld Spot Welder, m/n	52		1	Hardware, Hand Tools, Parts Cabinet,
		K18APTC, s/n 246160				Etc. (Lot)
25	 1	Sterling Spot Welder, m/n 32B, s/n	53		1	Refrigerator, Picnic Tables, Vending
		1029				Machine, Etc. (Lot)
26	 1	Lors Spot Welder, 30KVA, s/n	54		1	Wilton Belt/Disc Sander
		362-1048				



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Lot Num	Qty.	Description	Lot Num	Qty.	Description
55	 1	DoAll Vertical Band Saw, m/n 1612-1,	92		1 Manual Tube Bender
		s/n 148-671089	93		Bench Top & Machine Vises (3 Each)
56	 1	Wells Horizontal Metal Cutting Band	94		2 Machine Vises, Asst. (2 Each)
		Saw, m/n 5M	95		1 Steel Cart w/ Vise
57	 1	Diacro Rod Parter	96		1 Ryobi Pedestal Grinder
58	 1	Lubow Manual Tube Bender	97		2 Circular Saws, Asst. (2 Each)
59	 1	Manual Tube Bender	98		2 Ryobi Electric Drills (2 Each)
60	 1	Manual Tube Bender	99		2 Craftsman & Ryobi Jigsaws (2 Each)
61	1	Manual Tube Bender	100		4 Makita Angle Grinders, Asst. (4 Each)
62	 1	Scrolling Machine (Pig-Tail)	101		2 DeWalt Electric Palm Sanders (2
63	1	Manaul Tube Bender			Each)
64	 1	Lubow 4' Bar Folder, m/n BB48, s/n	102		2 Ryobi Electric Palm Sanders (2 Each)
		7-66	103		1 Craftsman 10" Miter Saw
65	 1	Vaill No. 6A Tube Press	104		2 Soldering Gun & Rotary Tool (2 Each)
66	1	Disc Sander	105		1 Indexing Head
67	 1	Bliss No. 4 OBI Punch Press	106		2 Machine Vise & Indexing Head (2
68	1	Rousselle No. 3 OBI Punch Press			Each)
69	 1	OBI Punch Press	107		2 Height Gauges (2 Each)
70	1	Verson 4' Press Brake, 15-Ton, s/n	108		2 Digital Calipers, Asst. (2 Each)
		116394648	109		1 Micrometers, Asst. (Lot)
71	 1	Atlantic 6' Press Brake, m/n	110		1 Pin Gages, Block Gages, Stamps,
		HDE45-6-5, s/n 90367			Etc. (Lot)
72	 1	Cincinnati 5' Press Brake, 40-Ton	111		1 Dayton Tap & Die Set
73	 1	Chicago Dries & Krump 8' Press	112		1 Magnetic Base & Dial Gauge (Lot)
		Brake, m/n 338, s/n L-9119	113		1 Granite Surface Plate
74	 1	Chicago Dries & Krump 4' Press	114		1 Bending Tools, Asst, 2 Each (Lot)
		Brake, 15-Ton, m/n 135, s/n L-16736	115		2 Maxx Air Fans (2 Each)
75	 1	Alphil Spot Welder, m/n BWF, s/n	116		1 Digital Scale
		6461	117		1 Riveter
76	 1	Rockwell Pedestal Grinder	118		2 Pneumatic Sander & Riveter (2 Each)
77	1	Cooper Weymouth 10" Stock	119		2 Pneumatic Grinders, Asst. (2 Each)
		Straightener, 7-Rolls, s/n 1071096A	120		3 Pneumatic Grinders, Asst. (3 Each)
78	1	2000 American Pyramid Bending Roll,	121		3 Pneumatic Impact Drivers, Asst. (3
		m/n APK-45, s/n 45084			Each)
79	 1	Chicago 36" Finger Brake	122		4 Pneumatic Ratchets, Asst. (4 Each)
80	 1	Pyramid Roll Bending Machine	123	·	1 Husky 6' F/G Step Ladder
81	 1	Pearkins OBI Punch Press,	124		1 Parts, Tooling, Hardware, Etc. (Lot)
		Table-Top	125	·	1 Tool Chest w/ Contents
82	 1	Miller Millermatic 250X Welder	126		4 Pipe Stands, Asst. (4 Each)
83	 1	Miller Millermatic 210 Welder	127		5 Pipe Stands, Asst. (5 Each)
84	 1	Miller Millermatic 35 Welder	128		B Pipe Stands, Asst. (8 Each)
85	 1	Miller CP-200 Welder	129		1 Weld Nuts, Screws, Tube Inserts,
86	 1	Lincoln Electric Power Mig 255			Shelving, Asst. (Lot)
		Welder	130		4 Cart & Tables, Asst. (4 Each)
87	 1	Hobart Tigwave 250 AC/DC Welder	131		1 Steel Cabinets, Tables, Etc., Asst.
88	 1	Hobart Tigmate Welder			(Lot)
89	 1	Airco Dip-Pak 200 Welder	132		1 Cress Electric Furnace, M/N
90	 1	Oxy Acetylene Torch Cart (Tanks Not			C1228PM3E, S/N 1101
		Included)	133		1 Insertion Press Dies, Etc., Asst.
91	 1	Acetylene Torch			(Rack w/Contents) (Lot)



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134	. 1	Punch & Press Brake Dies, Asst.	165		1 B & J No.5 OBI Punch Press w/Shear
		(Rack w/Contents) (Lot)			Die & Asst. Dies w/Rack
135	 . 1	Punch & Press Brake Dies, Asst.	166		1 1993 Eisele Cold Saw, M/N
		(Rack w/Contents) (Lot)			VMS-350-PV, S/N 01945
136	. 1	Punches, Asst. (Rack w/Contents	167		1 Peck , Stow & Wilcox 36" Bending
		(Lot)			Roll, M/N 416-E, S/N 4/59, 14-16
137	. 1	Punches & Press Brake Dies, Asst.			Gauge
		(Rack w/Contents) (Lot)	168		1 Pemserter PS-1000 Insertion Press
138	. 1	Press Brake Dies, Asst. (Rack	169		1 Auto-Sert Insertion Press
		w/Contents) (Lot)	170		1 Insertion Press Hardware, Asst. (Lot)
139		Punches (2 Each)	171		1 Central Machinery Cement Mixer
140	 . 1	Tables, Cabinets, Machine Parts,	172		1 Niagara 4' Press Brake, M/N
		Safety Switches, Corrugated, Asst.			IB-15-3-4, S/N 39916
		(Lot)	173		1 Royson Deburring Machine
141	. 1	Punch Press Dies, Asst. (Rack	174		1 Wysong 8' Shear, 10-Gauge
		w/Contents) (Lot)			Capacity, S/N 1096 w/Back Gauge
142	 . 1	Punches, Dies, Asst. (On 3 Skids)	175		1 Pexto 4' Shear
		(Lot)	175A		1 2005 Atlas Gopco Air Compressor,
143	. 1	Notching Dies, Asst. (1 Skid) (Lot)			M/N GX22, S/N AP1440492
144	. 1	Fuses, Asst. (Lot)	176		1 Pines Wire Bending Machine
145	. 1	Bolt Cutters, Hammers, Etc., Asst.			w/Tooling
		(Lot)	177		1 Roper Whitney 10' Bending Brake
146	. 1	Drill Bits, Mills, Taps, Reamers, Etc.,			w/Back Gauge, M/N AB1014K, S/N
		Asst. (Lot)			374-12-98, 16-Gauge Mild Steel
147	. 1	C-Clamps, Asst. (Lot)	178		1 Strippit F-750 CNC Turret Punch
148	. 1	Adjustable Wrench, 24"	179		1 Turret Punch Tooling, Dies, Etc.,
149	. 3	Pipe Wrenches, Asst. (3 Each)			Asst. (Lot)
150	. 1	Tap Handles, Asst. (Lot)	180		1 Sheet Metal Cut-Ends (Pallet Rack
151	. 1	Tap Handle			w/Contents) (Lot)
152	 . 3	Tube Benders, Asst. (3 Each)	181		1 Steel Tubing, Etc., Asst. (Contents of
153	. 1	Long Handle Sledge Hammer			Rack) (Lot)
154	 . 1	Hand Tools, Wrenches, Screw	182		1 Electro-Ion Inc Powder Coating Line,
		Drivers, Files, Snips, Clamps, Caulk			M/N 1284-6, S/N 4711, 1971 Jensen
		Guns, Asst. (Lot)			1,000,000 BTU/Hour, 600 CFM
155	. 1	Exit Signs, Grinding Wheels, Parts,			Exhaust Blower, S/N 4711 (Lot)
		Etc., Asst. (Lot)	183		1 SMC 4' Fan
156	. 1	ISM Carton Stapling Machine	184		1 Bending Machine
157	. 1	Pallet Jack (Not Working)	185		1 Bending Machine
158	. 1	Pallet Jack	186		1 Steel Work Table
158A	. 1	Pallet Jack	187		1 Toro 521 Snow Blower
159	. 1	Die Cart Hydraulic Lift Table	188		1 Tractor w/Snow Plow
160	. 3	Hand Trucks, Asst. (3 Each)	189		1 Aluminum Tubing, Roll Conveyors
161	. 1	Wysong 10' Press Brake, M/N 55-8,			w/Stands, Asst. (Lot)
		S/N PB4-192	190		1 Poly Bags, Vinyl Tubing, Can Liners,
162	. 1	Chicago Dries & Krump 8' Press			Poly Strapping Material, Hand Tools,
		Brake, M/N 68-B, S/N L-12965, 36-65			Asst. (Lot)
		Ton	191		1 Tektronix 5110 Oscilloscope
163	. 1	Press Brake Dies w/Cart, Asst. (Lot)	192		Nordson Powder Coater, M/N
164	. 1	Bliss OBI Punch Press			246-52H
			193		1 Uline Poly Strapping Cart w/Tools



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194		1	Poly Strapping Cart w/Tools			
195			Uline Carton Stapling Machine			
196			Clincher Carton Stapling Machine			
197			Carton Staples, Mini-Wrap Asst. (Lot)			
198		2	Ryobi Electric Drills (2 Each)			
199			Ryobi Electric Drills (3 Each)			
200		1	Craftsman Electric Drill			
201		1	Porter Cable Pneumatic Nail Gun			
202		2	Pneumatic Staplers (2 Each)			
203		2	Pneumatic Staplers (2 Each)			
204		3	Pneumatic Staplers, Asst. (3 Each)			
205		2	Atlas Pneumatic Fastening Tools (2			
			Each)			
206		2	Atlas Pneumatic Fastening Tools (2			
			Each)			
207			Ballhoff Pneumatic Pop Riveter			
208			Pneumatic Pop Riveters (2 Each)			
209			Pneumatic Pop Riveters (2 Each)			
210			Pneumatic Pop Riveters (2 Each)			
211			Dyno Rhino 4200 Label Machine			
212			Uline Bag Tapers (Lot)			
213			Tape Machines, Steel Tables, Etc.,			
			Asst. (Lot)			
214 <u> </u>			Poly Strapping Machine			
215			Global Poly Strapping Machine			
216			Pallet Jack			
217			Pallet Jack			
218			Nissan 50 LPG Forklift w/Sideshift,			
			6,452 Hours (Must remain onsite until			
			12 Noon, Wednesday, December			
040		4	15th)			
219		ı	Nissan 50 LPG Forklift w/Sideshift,			
			M/N MAPL02A25LV, S/N APL02-9U0656, 4,608 Hours (Must			
			remain onsite until 12 Noon,			
			Wednesday, December 15th			
220			Orrion Automatic Pallet Stretch			
		•	Wrapping Machine, M/N H77/17, S/N			
			2005-0215165			
221		1	Hardware, Parts, & Accessories, Asst.			
		•	(Lot)			
222		1	Pallet Racking, Asst. (5 Sections)			
		•	(Lot)			
223		1	Uline H-3029 Multi-Directional Pallet			
			Jack, 5,500 Lb. Capacity (Must remain			
			onsite until 12 Noon, Wednesday,			
			December 15th			
224		1	2014 Kyocera Ecosys FS-6525MFP			
			Wireless Copier, S/N NWZ4709512			