Online Auction Sale Online Bidding Ends: Tuesday, June 24th at 12:00 Noon Assets Located at: Marcline Sheet Metal Inc. 2339-B Edgely Road, Levittown PA, 19057

BID ONLINE AT <u>COMLY.COM</u>

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. <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 all Auction Sales, Buyer must provide Buyer's full name, company (if applicable), mailing address, phone number and email address. 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. <u>DEPOSIT</u>: Auction Company reserves the right to request a deposit from any Buyer prior to or during the bidding process.
- 3. <u>INSPECTION</u>: Buyers may inspect the items available for auction and are urged to do so on Friday, June 20th from 9:00 AM to 4:00 PM. All sales are final, so please attend the public inspection! Auction Company will not package, palletize, crate or ship any items.
- 4. <u>PAYMENT</u>: Auction Company must receive all payments by 4:00 PM on Thursday, June 26, 2025. 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 from your bank. 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.
- 5. <u>CHARGEBACKS</u>: 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. <u>TIME OF REMOVAL</u>: Removal will be on Wednesday, June 25th and Thursday, June 26th, 2025 (no weekend hours). 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. 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. <u>MANNER OF REMOVAL</u>: 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. <u>**RIGGING**</u>: 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. <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.
- 10. <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.
- 11. <u>NO WARRANTY OF ITEMS SOLD</u>: 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. <u>MANNER OF ITEMS SOLD</u>: 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.** <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.
- 14. <u>CLAIMS</u>: No claims or allowances of any sort will be allowed once the assets have been removed from the premises.
- **15.** <u>**TECHNOLOGY</u>:** 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.</u>
- 16. <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.

- 17. <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.
- 18. <u>AGENCY</u>: Auction Company is acting as agent only and is not responsible for acts of its principals.
- **19. <u>RESERVE</u>**: 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.** <u>**BUYER'S PREMIUM</u>:** A Buyer's Premium is a percentage that is added to the final bid price of any item. An 18% Buyer's Premium will be applied to all purchases. If the entire invoice is paid by credit card, then a 3% convenience fee will be added.</u>
- **21.** <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.
- 22. <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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Lot	0	Description
#	Qty	Description
		Champion Vertical Air Compressor, 5HP, 230V, 3-Phase, M/N CCSRVA06-VRV5, S/N
1	1	0024998
	-	Niagara 55-Ton 8' Hydraulic Press Brake
2	1	w/Back Gauge, M/N IB36-6-8, S/N 52094
		Asst Press Brake Dies w/6' H/D Steel Cart
2A	1	(Lot)
2B	1	Asst Press Brake Dies w/Steel Cart (Lot)
		Vicon Roll Former, M/N V-TDX-II, S/N
3	1	20170915-1
4	1	Duro Dyne FG-1 Pinspotter
5	1	Milford 256 Riveter
		Lockformer Quic-Lok Metal Clinching
6	1	Machine
7	1	Tin Knocker #24 Collar Maker
8	1	Sterling 30 KVA Spot Welder
9	1	Brown & Boggs Roll Groover
10	1	Chicago Electric Pedestal Floor Fan
11	1	6' Insulation Mat Roll Cutter w/Wood Table
12	1	Duro Dyne RH Mach II Pinspotter
13	1	Duro Dyne MFPT Pinspotter (Table Top Unit)
	-	Uline 45 Gal Flammable Liquid Storage
14	1	Cabinet
		Uline 45 Gal Flammable Liquid Storage
15	1	Cabinet
		Asst Fasteners, Weld Pins, Edge Coating, File
		Cabinets, Electrical Wire, etc. (Table w/
16	1	Contents) (Lot)
47	4	LG Indoor Air Conditioner Unit, Ceiling Duct
17	1	Tape w/Wood Work Table, etc (Lot) Hyster 8,000 lb LPG Forklift w/Sideshift, M/N
18	1	S80XM, S/N F004V01505B, 6,693 hrs
18A	1	6' Steel Fork Extensions (Pair) (Set)
19	1	Steel Shop Cart, 24" x 48"
20	1	Steel Shop Cart, 24" x 48"
21	1	Steel Shop Cart, 40" x 48"
22	1	Steel Shop Cart, 30" x 50"
23	1	Steel Shop Cart, 36" x 72"
24	1	Steel Framed Butcher Block Work Table, 40"
24	1	x 48"
25	4	Aluminum Load Lock Bars
26	1	Palletsmith 5,500 lb Pallet Jack
27	1	Ohio 8' Mechanical Press Brake
28	1	Lockformer 18 Gauge Roll Former
29	1	Lockformer 20 Gauge Roll Former
30	1	Lockformer 22 Gauge Cleat Former
31	1	Foot Pedal Control Station
32	1	Tennsmith 36" Pinch Roller
33	1	Smith's 24" Cleat Bender

34	1	Cleat Bender
35	1	48" Pinch Roll Groover
36	1	Bett-Marr No. 12 Cheek Bender
		Production Products Inc Plasma Pro 4 Plasma
		Cutting Table, 5' x 11' Table w/Hypertherm
		Powermax 45 Plasma Cutter, M/N 510
37	1	Plasma Pro 4, S/N PPI510-11121
		Engel Europa Autofold 516 Automated Coil Line M/N Autofield 516, S/N 1191 w/(2)
		Inline I-Beam Decoiler Rolls, Automatic
		Controller, Male/Female Snap Lock /
38	1	Pittsburg Roll Former
39	1	Makita JR3050T Electric Reciprocating Saw
40	1	Ryobi RJ150V-02 Electric Reciprocating Saw
41	1	Black & Decker Electric Hammer Drill
42	1	Makita 4 1/2" Electric Angle Grinder
42	1	Pneumatic Tool
40		Makita 3pc 18V Cordless Drill & Driver Set
44	1	w/(3) Batteries & (1) Charger (Set)
	-	Makita 12V Cordless Drill w/Battery &
45	1	Charger (Set)
46	1	Roper Whitney Hand Shear
47	1	Roper Whitney Hand Shear
		Pexto 622LR 24 Gauge Bench Mount Roll
48	1	Groover
49	1	Roper Whitney Hand Punch
50	2	Vice Grip Clamps
51	1	Appion G5 Twin Refrigerant Recovery Unit
52	1	Hobart Handler 140 Wire Feed Welder
53	1	60" Gang Box w/Contents
54	1	48" Gang Box w/Contents
		60" A-Frame Cart w/Galvanized Steel Scrap,
55	1	etc (Lot)
56	1	Warehouse Cart w/Steel Stand (2 Pc) (Lot)
57	1	H/D Plastic Cart
58	1	Steel 3-Shelf Cart
59	1	Plastic Cart
60	1	Steel Cart
61	1	Steel Cart w/Wood Top, 4' x 8'
62	1	Hand Truck
63	1	Nutting Johnson Bar
64		Werner 2' Step Ladder
	2	
65	1	Onicon System - 40 BTU Meter
66	4	Asst Tube Benders
67	4	H/D Hand Crimper
68	1	Asst Air Conditioner Parts (Lot)
69	1	15" Glass Door Cooler
70	1	Asst Hardware, etc (Lot)
71	1	Asst Hardware, etc (Lot)

1 1		Asst Strans Lifelings Safety Harpesses etc.
72	1	Asst Straps, Lifelines, Safety Harnesses, etc (Lot)
73	1	Asst Merchandise (Lot)
/5		Asst Hardware, Fasteners, etc (Shelf
74	1	w/Contents) (Lot)
		Canon Image PROGRAF iPF710 36" Large
75	1	Format Inkjet Printer
		Asst Desk, Chair, Computer, File Cabinets
76	1	(Lot)
		Asst Desk, Chair, Computer, File Cabinets,
77	1	Printers, etc (Lot)
78	1	Louisville F/G 4' Step Ladder
79	1	Louisville F/G 4' Step Ladder
80	1	Lynn F/G 4' Step Ladder
81	1	Werner F/G 5' Step Ladder
82	1	Louisville F/G 4' Step Ladder
83	1	Husky F/G 6' Step Ladder
84	1	Werner F/G 6' Step Ladder
85	1	Werner F/G 6' Step Ladder
86	2	Werner F/G 6' Step Ladder
87	2	Werner F/G 6' Step Ladder
88	1	Werner F/G 8' Step Ladder
89	1	Werner F/G 8' Step Ladder
90	1	Werner F/G 8' Step Ladder
91	1	Louisville F/G 8' Step Ladder
92	1	Werner F/G 8' Step Ladder
93	1	Werner F/G 8' Step Ladder
94	1	Louisville F/G 10' Step Ladder
95	1	Werner F/G 10' Step Ladder
96	1	Werner F/G 10' Step Ladder
97	1	Green Bull F/G 10' Step Ladder
98	1	Werner F/G 12' Step Ladder
99	1	Werner F/G 12' Step Ladder
100	1	Werner F/G 20' Extension Ladder
101	1	Werner F/G 24' Extension Ladder
102	1	Werner F/G 24' Extension Ladder
103	1	Louisville F/G 28' Extension Ladder
104	1	Asst Galvanized Duct Work Fittings (Lot)
105	1	Asst Galvanized Duct Work Fittings (Lot)
106	1	Asst Galvanized Duct Work Fittings (Lot)
107	1	Asst Galvanized Duct Work Fittings (Lot)
108	1	Asst Galvanized Duct Work Fittings (Lot)
109	1	Asst Galvanized Duct Work Fittings (Lot)
110	1	Asst Galvanized Duct Work Fittings (Lot)
111	1	Asst Galvanized Duct Work Fittings (Lot)
112	1	Asst Galvanized Duct Work Fittings (Lot)
112	1	Asst Galvanized Duct Work Fittings (Lot)
114	1	Asst Galvanized Duct Work Fittings (Lot)
115	1	Asst Galvanized Duct Work Fittings (Lot)

116	1	Asst Galvanized Duct Work Fittings (Lot)
117	1	Asst Galvanized Duct Work Fittings (Lot)
118	1	Asst Galvanized Duct Work Fittings (Lot)
119	1	Asst Galvanized Duct Work Fittings (Lot)
120	1	Asst Galvanized Tubing (Lot)
121	1	Asst Shop Carts, Bakers Scaffold, etc (Lot)
122	1	Asst Steel Scrap w/Rack & Hopper (Lot)
		Asst Duct Work, Fittings, Hardware, etc (4-
123	1	Section) (Lot)
		Asst Galvanized Steel, etc (Contents of Rack)
124	1	(Lot)
126	1	Steel Self Dumping Hopper
127	1	JLG 1930 ES Scissor Lift w/Controller
128	1	2015 Genie SLC-24 Material Handling Lift
129	1	Genie SL-24 Material Handling Lift
130	1	2004 Genie SLC-18 Material Handling Lift
131	1	2015 Genie SLC-24 Material Handling Lift
133	1	Asst Tires (4 ea) (Lot)
134	1	Asst Tractor Tires (4 ea) (Lot)