## Online Auction Sale

Online Bidding Ends: Thursday, November 13th at 12:00 Noon

Assets Located at:

## ENTERPRISE MACHINE & TOOL CO. 229 Marion Street, Scranton, PA 18509 BID ONLINE AT COMLY.COM

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## **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 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 Monday, November 10<sup>th</sup> from 10:00 AM to 2:00 PM. All sales are final, so please attend the public inspection! Auction Company will not package, palletize, crate or ship any items.
- **4. PAYMENT:** Auction Company must receive all payments by 4:00 PM on Tuesday, November 18, 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.** 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 begin on Monday, November 17<sup>th</sup> and end on Wednesday, November 19, 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. 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. <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. 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. <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.
- 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. <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. 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.** <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.
- 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.

To receive our auction notices, please consider joining our email list at COMLY.COM or text "Auctions" to (833) 290-0060



Lot #	Description
LUI #	Description 2018 Haas VF-3 CNC Vertical Machining Center
1	S/N: 1155212 w/ 20 Tool Automatic Tool
	Changer, Haas Automatic CNC Controls w/
	Tooling
2	1994 Bridgeport VMC760-22 CNC Vertical
	Machining Center, S/N: 20424 w/ 22 Tool
	Automatic Tool Changer, Bridgeport DX-32
	CNC Controls w/ Machine Vise and Some
	Tooling
3	1992 Bridgeport Discovery 308 Vertical
	Machining Center, S/N: 308-087
4	2005 Haas SL20T CNC Turning Center, S/N:
	69007 w/ Haas CNC Automation Controls,
	Tooling, Tailstock, Chip Auger
5	2001 Haas Servo Bar 300 Automatic Bar
	Feeder, M/N: BAR-300, S/N: 90478 w/ Bar Feed Tubes
	Bridgeport Vertical Milling Machine w/ DRO,
	S/N: 256345
7	Powermatic 1200 Drill Press, S/N: 3-3816
	Brown & Sharpe No. 2 Horizontal Milling
8	Machine
	1986 Kikinda URH-1000A Rotary Surface
9	Grinder
10	Bridgeport Vertical Milling Machine w/ DRO,
10	S/N: J225578
11	Do-All Vertical Milling Machine w/ Horizontal
	Milling Head, S/N: 84-0814293
12	Asst Machine Vises (2 Each)
13	Asst Machine Tooling, Angle Plates, etc.
	(Cabinet with Contents) (Lot)
1/	Asst Lathe Tooling, Collets, Tool Fixtures, etc.
14	(Cabinet with Contents) (Lot)
15	1982 Jet 1630 Lathe, S/N: 82147
16	Clausing Lathe
17	Clausing Lathe
18	Monarch Lathe w/ Steady Rest, Tooling, etc.
19	Delta Table Top Drill Press w/ Table
20	Asst Drill Bits, Tooling, etc. (Lot)
21	Asst Drill Bits, Tooling, etc. (Lot)
22	Peerless Bench Top Drill Press w/ Bench
23	-
	Fairbanks 4,000 lb. Scale, 40" x 40"
24	Eastwood 3/4 HP Double End Buffer / Polisher
25	Kalamazoo 2" Vertical Belt Sander
26	6' Workbench w/ Grinders, Clamps, etc. (Lot)
27	Denison Multi-Press Insertion Press
28	Johnson Horizontal Band Saw
29	6" Vertical Belt Sander

31	Stool Arc Pack w/ Contents (Lat)
32	Steel Arc Rack w/ Contents (Lot)
33	Lincoln Idealarc Tig-300 / 300 Welder
34	Lincoln Square Wave Tig 175 Welder
34	Lincoln Idealarc SP-200 Welder
35	Asst Steel Welding Tables, Rack w/ Contents (Lot)
36	Work Table w/ Vise
37	Cress Electric Furnace M/N: C-401 C2
38	Steel Parts Cabinet w/ Springs (Lot)
39	Stanley Double End Pedestal Grinder
40	Asst Spindle Grinders (3 Each) (Lot)
41	Brown & Sharpe Micromaster 618 Surface Grinder
42	Harig Super 618 Surface Grinder
43	Asst Grinding Wheels, etc. (Cabinet w/ Contents) (Lot)
44	Asst Drum Dollie & Hand Trucks (3 Each)
	Workbench w/ Contents, Tools, Vises, etc.
45	(Lot)
46	Asst Shot Blasting Cabinets (2 Each)
47	Steel Strapping Cart w/ Strapping Tools
48	U-Line Steel Strapping Cart w/ Strapping Tools
49	Craftsman 3.5 HP Portable Air Compressor
50	Oxy / Acetylene Torch Cart w/ Torch, Gauges & Hoses
51	Table Saw
52	Asst Parts Cabinets, Workbench w/ Granite Surface Plate, Drill Bits, Vises, Cutting Tools, Gage Pins, Cordless Drills, etc. (Lot)
53	Steel Cabinet w/ Contents, Drill Bits, Center Drills, Electric Drills, Air Tools, Parts, etc. (Lot)
54	Steel Cabinet w/ Contents, Stamps, Keyway Broach Set, V-Blocks, PM Gages, etc. (Lot)
55	Steel Foreman's Desk w/ Micrometers, Gages, Block Gages, etc. (Lot)
56	Kennedy Tool Chest w/ Contents, Micrometers, Reamers, Taps, Drill Bits, Center Drills, Tooling, etc. (Lot)
57	Steel Workbench w/ Contents, Surface Plate, Height Gages, Blocks, Tooling, Vise, Toolbox, Tap & Dies, V-Blocks, etc. (Lot)
58	Desk w/ Contents, Hand Tools, etc. (Lot)
59	Steel Cabinet w/ Contents
60	4-Shelf Steel Cart w/ Vises, Rotary Table, etc. (Lot)
61	3-Shelf Steel Cart w/ Contents
62	5-Shelf Steel Rack w/ Contents
63	4-Shelf Steel Cart
64	Work Table w/ Contents
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65	Greenerd No. 3 1/2 Arbor Press
66	Rosemont Vibrating Deburring Machine, M/N: RF8-2.5W, S/N: 2000
67	Globe Tumbler Deburring Machine
68	4-Shelf Steel Cart
69	3-Ton Arbor Press
70	14' Steel Table
71	5-Shelf Steel Cart
72	Manual Lift Truck
73	3-Shelf Steel Cart w/ Contents
74	4-Shelf Steel Cart w/ Contents
75	U-Line Bubble Wrap (Roll)
76	Dayton Speed Reducer