

Online Auction Sale

Online Bidding Ends: Wednesday, July 29th at 12:00 Noon

Assets Located at:

MARZILLI CONSTRUCTION INC.
575 N White Horse Pike, Hammonton, NJ 08037

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. **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. **DEPOSIT:** Auction Company reserves the right to request a deposit from any Buyer prior to or during the bidding process.
3. **INSPECTION:** Buyers may inspect the items available for auction and are urged to do so on Thursday, July 23rd 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. **PAYMENT:** Auction Company must receive all payments by 4:00 PM on Friday, July 31, 2026. 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 Thursday, July 30th and end on Friday, July 31, 2026 (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. **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.
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. **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.
14. **CLAIMS:** No claims or allowances of any sort will be allowed once the assets have been removed from the premises.
15. **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.
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. **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.
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. **BUYER'S PREMIUM**: 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. **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.
22. **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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Lot #	Description
1	56" Samsung Flatscreen Wall Mount TV w/ Bracket (Upstairs)
2	Asst. Desktop Computer Systems, Desks, Chairs, File Cabinets, etc. (Lot) (Balance of Office, Upstairs) (Copier NOT Included)
3	Asst. Desktop Computers, Swivel Office Chairs, etc. (Desks NOT Included) (Copier NOT Included) (Upstairs Lot)
4	Canon Image Prograf iPF670 Wide Format Printer (Upstairs)
5	Asst. File Cabinets (Upstairs) (6 Pc Lot)
6	Asst. Computers, Monitors, Swivel Office Chairs, etc. (Lot)(Copier NOT Included)
7	Kitchen Display Set w/ Countertop, Hutch, Microwave, Mini Fridge & Water Cooler (Lot)
8	Kitchen Cabinet Display Set (Lot)
9	Cabinet Display w/ Hutch (Lot)
10	Vanity Display w/ Sink & Mirror Hutch (Lot)
11	Kitchen Cabinet Display Set w/ Hidden Refrigerator/Freezer, Thermador SS Microwave & Oven Combo, Electric Cooktop (Lot)
12	Kitchen Cabinet Display Set w/ Wolf 36" Gas Cooktop, Sharp SS Microwave (Lot)
13	Custom Kitchen Bar Cabinet w/ Sink & Countertop Display Unit (Lot)
14	Custom Kitchen Bar Cabinet Display w/ Hidden Dishwasher, Sink w/ Faucet & (2) Barstools (Lot)
15	Kitchen Cabinet Display w/ Countertop & Hutch (Lot)
16	Decorative Wall Paneling Display (Lot)
17	Shower Display w/ Floating Vanity (Lot)
18	Asst. Spectrum Quartz & Silestone Sample Displays (Lot)
19	Asst. Cabinet Door Hardware Display Placards (Lot)
20	Asst. Cabinet Front Samples w/ Display Shelves (Lot)
21	Corner Desk w/ Computer, Monitor & Chairs (Copier NOT Included) (Lot)
22	Corner Desk w/ Computer & Chair (Lot)
23	File Cabinets, Display Cabinets, Audio Visual Equipment, Chairs, etc. (Contents of Room) (Lot)
23A	Asst. Displays, Table w/ Chairs, etc. (Contents of Room) (Lot)
24	2006 Northtech Upcut Saw, M/N: T-CS18L-10
25	12' Tiger Stop w/ Infeed & Outfeed Roll Conveyors (Lot)
26	Dewalt DW713 10" Compound Miter Saw

Lot #	Description
27	Dewalt DWS780 12" Sliding Compound Miter Saw
29	Asst. Parts Cabinets w/ Tooling, Shaper Blades, Saw Blades, etc. (Lot)
30	Kreg Single Spindle Pneumatic Pocket Hole Drilling Machine
31	Kreg 4' x 8' Pneumatic Face Framing Table
32	Powermatic 10" Table Saw w/ Brett-Guard Saw Guard
33	Delta Spindle Shaper w/ Roll Feeder
34	W & H Portable Planer w/ Stand
35	Delta DJ-20 8" Jointer
36	Delta Horizontal Belt Sander, 4" x 60"
37	Delta 24" Planer
38	Timesavers 37" Wide Belt Sander
39	Jet DC-1182 Single Bag Portable Dust Collector
40	Virutese Laminate Cutter
41	Craftsman 6" Bench Grinder
42	Woodtek Pneumatic "V" Nailer
43	Asst. Pneumatic Finish Nailers (3 Each)
44	Porter Cable Electric Belt Sanders (2 Each)
45	Bosch Electric Belt Sander
46	Bosch Electric 7 1/4" Circular Saw
47	Dewalt DW680 Portable Planer
48	Jorgensen Wood Clamps (3 Each)
49	Asst. Pipe Clamps w/ Stand (Lot)
50	Asst. Bar Clamps w/ Stand (Lot)
51	Jet JWBS-14CS 14" Vertical Bandsaw
52	Jet Oscillating Spindle Sander
53	Asst. Woodworking Tools, Jointer, Compressors, Drill Press, Molding, etc. (Lot) (AS-IS)
54	Intex 14' Wood Bending Oven
55	Asst. Wood Paneling, Molding, etc. (Cantilever Rack w/ Contents) (Lot)
56	Asst. Wood Board in Mahogany (Lot)
57	Asst. Wood Board in Cherry (Lot)
58	Asst. Wood Board in Oak (Lot)
59	Asst. Wood Board in Maple (Lot)
60	Asst. Wood Board in Poplar (Lot)
61	Asst. Molding, etc.. (3-Section Lot)
62	Asst. Plywood, Particle Board, etc. (4 Lumber Carts w/ Contents) (Lot)
63	Asst. Carts (2 Each)
64	Asst. Wood Material Cut-Ends, etc. (Lot)
65	Asst. Bar Clamps, Cabinets, etc. (Lot)
66	Asst. Custom Wood Work Tables (3 Each)
67	Asst. Wood Carts (2 Each)

Lot #	Description
68	Wood Shaper/Router Tables (2 Each)
69	Asst. Cabinets w/ Contents, Dollies, etc. (Lot)
70	Asst. Molding, Cabinet Panels, Parts, etc. (Lot)
71	DenRay Downdraft Sanding Table, 36" x 8'
72	2016 Biesse Rover S FT 1536 CNC Router Table, 5' x 12' Table, 12-Tool Changer w/ Vision Reer Safety Light Curtain System w/ (2) Becker VTFLF 250 Vacuum Pumps
73	2017 Biesse Jade 240 CNC Automatic Edge Bander
74	Dustek C1000 3-Bag 10 HP Dust Collector
75	Striebig Standard 5192A, 6' x 16' Panel Saw
76	3-Bag Dust Collector Bag House (AS-IS, Incomplete)
77	Ridgid Gang Box w/ Contents
78	Asst. Roll Pipe Stands (2 Each)
79	Hand Truck
80	Nylon Strapping Cart w/ Strapping Tools
81	Custom Steel Cabinet & Door Carts, 24" x 5'
82	Custom Steel Cabinet & Door Carts, 24" x 5'
83	Custom Steel Cabinet & Door Carts, 24" x 5'
84	Custom Steel Cabinet & Door Carts, 24" x 5'
85	H/D Plastic Cart
86	Porter Cable Portable Air Compressor
87	Johnson Bar
88	Lumber/Drywall Carts
89	Lumber/Drywall Carts
90	Lumber/Drywall Carts
91	Pedestal Fan
92	Wood Saw Horses (4 Each)
93	Asst. 28' x 36' Aluminum Extension Ladders (2 Each)
94	Asst. Light Fixtures, Steel Security Cage, Cabinet Drawers, etc. (Contents of Loft) (Lot)
95	Asst. Cabinet Panels, etc. (Lot)
96	Werner 6' Fiberglass Step Ladder
97	Paint Spray Booth, 8' x 12' & Global Finishing Systems Make-Up Air Unit
98	Justrite 45 Gallon Fire Proof Storage Cabinet
99	Justrite 45 Gallon Fire Proof Storage Cabinet
100	Justrite 45 Gallon Fire Proof Storage Cabinet
101	Eagle 60 Gallon Fire Proof Storage Cabinet
102	Justrite 45 Gallon Fire Proof Storage Cabinets (2 Each)
103	Justrite 45 Gallon Fire Proof Storage Cabinet (3 Each)
104	Steel Framed Drying Racks w/ Wheels (4 Each)

Lot #	Description
105	Asst. Carts, Mini Fridge, Microwave, etc. (Balance of Room) (Lot)
106	Blum Minipress MSP Hinge Hole Drilling Machine w/ Cabinet w/ Contents
107	Steel Shelves w/ Cabinet Hardware, etc. (Lot)
108	Asst. Steel Shelving, Blum Drawer Glides, etc. (Lot)
109	Infrared Drying Lamp System
110	Asst. Chop Saw, Cabinets, Doors, Parts, Shelving, etc. (Balance of Garage) (Lot)
111	Contents of Shed (Lot)
112	Contents of Shed (Lot)
113	Contents of Shed (Lot)
114	Alum-A-Brake Scaffold Jack (2 Pairs)
115	Alum-A-Brake Scaffold Jack (3 Pairs)
116	Alum-A-Scaff 24' Aluminum Scaffold Picks (2 Each)
117	24' Aluminum Scaffold Pick (2 Each)
118	24' Aluminum Scaffold Pick (2 Each)
119	Asst. Scaffolding, Portable Table Saw Stands, Insulation Board, Ladders, Cabinets, etc. (Balance of Yard) (Lot)
121	Asst. Cantilever Racks w/ Contents (Lot)
122	Asst. Landscape Stone, Vinyl Soffit, etc. (Lot)