Online Auction Sale

Online Bidding Ends: Thursday, September 12 at 12:00 Noon

Assets Located at:

Perry Videx LLC

25 Hainesport Mount Laurel Road, Hainesport, NJ 08036

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. **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.
- **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, September 9, 2024 and Tuesday, September 10, 2024 from 7:00 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 2:00 PM on Friday, September 13, 2024. All items must be paid for & removed by Thursday, September 19, 2024. NO PAYMENTS WILL BE ACCEPTED ON SITE!! All payments MUST be made at Comly Auctioneers, 1746 Winchester Road, Bensalem, PA. NO EXCEPTIONS! PLEASE DO NOT PARTICIPATE IN THE SALE IF YOU CAN NOT PAY & PICK UP BY THE REMOVAL DATE. 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 be on Friday, Sept. 13th and Monday, Sept. 16th thru Thursday, Sept. 19, 2024. No Weekend Hours. Hours for removal are from 7:00 AM to 2 PM. All items must be paid for & removed by Friday, September 13, 2024. NO EXCEPTIONS! PLEASE DO NOT PARTICIPATE IN THE SALE IF YOU CAN NOT PAY & PICK UP BY THE REMOVAL DATE. Buyers are fully responsible for packaging, loading, removing and shipping the items/lots purchased. Perry Videx will load purchases on buyers' vehicles for a loading fee. The loading fee will be part of the purchase price for that lot.

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. Perry Videx will load purchases on buyers' vehicles for a loading fee. The loading fee will be part of the purchase price for that lot. 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. 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. <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.

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Lot	Description		
#			
1	200 Gallon Stainless Steel Mix Kettle, Loading Fee: \$500		
2	200 Gallon Stainless Steel Mix Kettle, Loading Fee: \$500		
3	250 Gallon 316L Stainless Steel Pressure		
	Vessel/Likwifier, Loading Fee: \$500		
4	250 Gallon 316L Stainless Steel Pressure Vessel/Likwifier, Loading Fee: \$500		
5	500 Gallon Stainless Steel Tank, Loading Fee: \$250		
6	100 Gallon 316L Stainless Steel Jacketed Pressure		
	Vessel, Loading Fee: \$300		
7	125 Gallon Stainless Steel Stork CIP System, Loading Fee: \$300		
8	25 Gallon (100 Liter) Stainless Steel Vertical Tank, Loading Fee: \$250		
9	50 Gallon Stainless Steel Jacketed Pressure Vessel, Loading Fee: \$250		
10	130 Gallon T316 Stainless Steel Jacketed Pressure Vessel, Loading Fee: \$200		
11	35 Cubic Foot Stainless Steel Tote Bin, Loading Fee:		
12	\$300		
12	35 Cubic Foot Stainless Steel Tote Bin, Loading Fee: \$300		
13	35 Cubic Foot Stainless Steel Tote Bin, Loading Fee: \$300		
14	100 Cubic Foot Stainless Steel Tote Bin, Loading Fee: \$350		
15	20 Cubic Foot Stainless Steel Portable Product Transfer Tote, Loading Fee: \$250		
16	20 Cubic Foot Stainless Steel Portable Product Transfer Tote, Loading Fee: \$250		
17	470 Gallon Stainless Steel Tank, Loading Fee: \$350		
18	125 Gallon Stainless Steel Horizontal Jacketed Pressure Vessel, Loading Fee: \$350		
19	40 Gallon Stainless Steel Tank, Loading Fee: \$200		
20	1,050 Gallon Stainless Steel Tank , Loading Fee: \$500		
21	465 Gallon Vertical Stainless Steel Jacketed Tank, Loading Fee: \$500		
24	85 Gallon 316L Stainless Steel Reactor, Loading Fee: \$300		
25	2,300 Gallon Stainless Steel Tank, Loading Fee: \$500		
26	92 Gallon Stainless Steel Reactor, Loading Fee: \$300		
27	13 Gallon Stainless Steel Jacketed Pressure Vessel, Loading Fee: \$250		
29	1,100 Gallon Stainless Steel Jacketed Tank, Loading Fee: \$500		

30	800 Gallon Stainless Steel Tank, Loading Fee: \$500
31	37 Cubic Foot 316 Stainless Steel Portable Tote, Loading Fee: \$350
32	37 Cubic Foot 316 Stainless Steel Portable Tote, Loading Fee: \$350
33	37 Cubic Foot 316 Stainless Steel Portable Tote, Loading Fee: \$350
34	37 Cubic Foot 316 Stainless Steel Portable Tote, Loading Fee: \$350
35	37 Cubic Foot 316 Stainless Steel Portable Tote, Loading Fee: \$350
36	37 Cubic Foot 316 Stainless Steel Portable Tote, Loading Fee: \$350
37	37 Cubic Foot 316 Stainless Steel Portable Tote, Loading Fee: \$350
38	37 Cubic Foot 316 Stainless Steel Portable Tote, Loading Fee: \$350
39	37 Cubic Foot 316 Stainless Steel Portable Tote, Loading Fee: \$350
40	37 Cubic Foot 316 Stainless Steel Portable Tote, Loading Fee: \$350
41	3,579 Square Foot Stainless Steel Shell/Tube Heat Exchanger, Loading Fee: \$850
42	1,900 Square Foot Stainless Steel Shell/Tubes Heat Exchanger, Loading Fee: \$850
43	2,100 Square Foot Stainless Steel Shell/Tube Heat Exchanger, Loading Fee: \$850
44	2,329 Square Foot Stainless Steel Shell/Tube Heat Exchanger, Loading Fee: \$850
45	Unused Protherm Steam Condenser, Loading Fee: \$300
49	Unused Approximately 1,400 Square Foot Stainless Steel Shell/Tube Heat Exchanger, Loading Fee: \$700
55	293 Square Foot Stainless Steel Shell/Tube Heat Exchanger, Loading Fee: \$400
56	187 Square Foot Stainless Steel Shell/Tube Heat Exchanger, Loading Fee: \$400
57	600 Gallon Stainless Steel Pressure Vessel, Loading Fee: \$350
58	600 Gallon Stainless Steel Pressure Vessel, Loading Fee: \$350
59	274 Square Foot Stainless Steel Shell/Tube Heat Exchanger, Loading Fee: \$300
61	50 Gallon Stainless Steel Filter Cartridge, Loading Fee: \$200
63	Stainless Steel Cartridge Filter, Loading Fee: \$200
64	Stainless Steel Basket Filter, Loading Fee: \$200

65	Stainless Steel Filter, Loading Fee: \$200	<u> </u>	97	APV (
68	Cuno Stainless Steel Filter, Loading Fee: \$200		98	Sharp
69	Grall Stainless Steel Cartridge Filter, Loading Fee: \$200		00	Loadi
70	Cuno Stainless Steel Filter, Loading Fee: \$200	-	99	Sharp Loadi
71	Inox Stainless Steel Filter Housing, Loading Fee: \$200		100	Alfa L
72	400 Sq. Foot Upton Vertical Leaf, Horizontal Tank	-	100	Centr
, _	Pressure Leaf Filter, Loading Fee: \$700		101	Alfa L
73	400 Sq. Foot Upton Vertical Leaf, Horizontal Tank	-	101	Centr
	Pressure Leaf Filter, Loading Fee: \$700		102	Alfa-L
74	400 Sq. Foot Rolock Pressure Leaf Filter, Loading	-	102	Loadi
	Fee: \$700		105	West
75	100 Sq. Foot, 600 Gallon, Sparkler Vertical Leaf,		103	Loadi
	Horizontal Tank Pressure Leaf Filter, Loading Fee:		106	2000
	\$650	-	100	Mixer
76	Us Filter Corp Pressure Leaf Filter, Loading Fee: \$650		107	4200
77	323 Square Foot (30 Square Meter) Stainless Steel		10,	Loadi
70	Schenk Filter, Loading Fee: \$550		108	200 C
79	300 Square Foot Carbon Steel Shell/Tube Heat Exchanger, Loading Fee: \$300			Loadi
00		 	109	4200
80	24 Square Foot Heat Exchanger, Loading Fee: \$300			Mixer
81	24 Square Foot Heat Exchanger, Loading Fee: \$300		110	60 Cu
82	18" X 14' Bay Tank and Fabricating, 55 psi, 304L Stainless Steel Packed Column, Loading Fee: \$250			Ribbo
83	Bay Tank Stainless Steel Gas Scrubber, Loading Fee:		111	75 Cu
03	\$300			Loadi
84	50 Square Foot Stainless Steel Shell/Tube Heat		112	50 Cu
	Exchanger, Loading Fee: \$350			Loadi
85	125 Square Foot Stainless Steel Shell/Tube Heat		114	Day S
	Exchanger, Loading Fee: \$300		115	1275
86	942 Stainless Steel Shell/Tube Heat Exchanger,	1		Stainl
	Loading Fee: \$350		116	10 Cu
87	4.0 Sq. M. Rosenmund 316L Stainless Steel Nutsche	1		Type
	Type Filter, Loading Fee: \$900		117	10 Cu
88	Alfa Laval/Sharples XM706 Stainless Steel Decanter		110	Loadi
	Centrifuge, Loading Fee: \$600		118	75 Cu Shell/
89	5.0 Sq. M. 3V Cogeim 316L Stainless Steel Nutsche	1		\$400
	Filter Dryer, Loading Fee: \$900		119	80 Cu
91	4200 Liter Littleford Model KM4200 304 Stainless			Loadi
	Steel Continuous Mixer, Loading Fee: \$550		120	75 Ga
92	153 Ton Marley Series NC1121GS Cooling Tower,			Loadi
	Loading Fee: \$900			
93	43.5" x 92" Cooling Condenser, Loading Fee: \$300	1		
94	Eriez Metal Detector, Loading Fee: \$300			
95	40" x 8' 1-Deck Selecto Screen, Loading Fee: \$300	1		
96	24" X 12' Strong Scott (Bepex) Stainless Steel			
	Solidaire Drye, Loading Fee: \$250			

97	APV Crepaco Precrystallizer, Loading Fee: \$200	
98	Sharples P3400 Stainless Steel Decanter Centrifuge, Loading Fee: \$350	
99	Sharples P3400 Stainless Steel Decanter Centrifuge, Loading Fee: \$350	
100	Alfa Laval FEUX-512U Stainless Steel Disc Nozzle Centrifuge/Separator, Loading Fee: \$350	
101	Alfa Laval FEUX-512U Stainless Steel Disc Nozzle Centrifuge/Separator, Loading Fee: \$350	
102	Alfa-Laval ABE 216E Stainless Steel Disc Centrifuge, Loading Fee: \$350	
105	Westfalia MSA 100 Stainless Steel Disc Centrifuge, Loading Fee: \$350	
106	2000 Liter Littleford Model FKM2000E Carbon Steel Mixer, Loading Fee: \$400	
107	4200 Liter Littleford FKM4200D Carbon Steel Mixer, Loading Fee: \$400	
108	200 Cubic Foot Stainless Steel Ribbon Blender, Loading Fee: \$550	
109	4200 Liter Purnell Model HKM4200 Stainless Steel Mixer, Loading Fee: \$450	
110	60 Cubic Foot Strong Scott Carbon Steel Double Ribbon Blender, Loading Fee: \$400	
111	75 Cubic Foot Stainless Steel Ribbon Blender, Loading Fee: \$400	
112	50 Cubic Foot Steel Blender/Feeder/Lump Breaker, Loading Fee: \$550	
114	Day Stainless Steel Nauta Mixer, Loading Fee: \$400	
115	1275 Liter American Processor Model CO45/5608 Stainless Steel Plow Mixer, Loading Fee: \$400	
116	10 Cubic Foot Ross Model V-10 Stainless Steel Screw Type Blender, Loading Fee: \$400	
117	10 Cubic Foot Stainless Steel Ribbon Blender, Loading Fee: \$300	
118	75 Cubic Foot Tower 304 Stainless Steel Conical Shell/Rotating Screw Powder Blender, Loading Fee: \$400	
119	80 Cubic Foot Stainless Steel Ribbon Blender, Loading Fee: \$350	
120	75 Gallon Day Mixtruder, Stainless Steel, Jacketed, Loading Fee: \$400	