

## **Auction Sale**

Building Materials, Cabinets, Flooring, Doors  
Plumbing, Appliances, Plywood, Lighting

**Auction Date: Tuesday, February 25 at 9:30 AM**

1825 E. Boston Street, Philadelphia, PA 19125

To receive our auction notices, please consider joining our email list at COMPLY.COM or text "Auctions" to 474747

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### **ON-SITE 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. These terms may change from auction to auction.

- 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 signature. 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. INSPECTION:** Buyer may inspect the items available for auction and is urged to do so on Monday, February 24, 2020 from 8:30 AM to 4:00 PM.
- 3. DEPOSIT:** A 25% Deposit (minimum \$100.00) will be required from the Buyer at the time that the Buyer's first lot is purchased, or so much more, up to the full amount of the bid, at Auction Company's demand and option. A minimum of 25% deposit must be maintained throughout the auction sale.
- 4. MANNER OF PAYMENT:** All deposits, as well as balances due on subsequent bills, will be made in cash or cashier checks 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 payment acceptable to Auction Company. 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 PAYMENT:** All purchases from Buyer must be paid in full by 4:00 PM on Friday, February 28, 2020.
- 7. TIME OF REMOVAL:** All purchases must be removed from the premises by 4:00 PM on Friday, February 28, 2020. No goods will be released to Buyer until the entire Auction is completed and until the entire bill is paid for in full. Hours for removal are Wednesday, February 26, Thursday, February 27 and Friday, February 28 from 8:30 AM to 4:00 PM. All purchases not removed by that time will be subject to a storage charge at the sole discretion of Auction Company.
- 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 bill. Auction Company is not responsible for items that are not removed within the time specified and has the option of dumping, storing or re-selling any item purchased at the expense and risk of Buyer.

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. **NON-PAYMENT**: In default of payment of bills in full within the time herein specified, Auction Company, in addition to all other remedies allowed by law, may retain all monies received as deposit or otherwise as liquidated damages. Lots not paid for or removed within the time specified herein will be considered abandoned and may be resold at public or private sale without further notice and any deficiency, together with all expenses and cost of re-sale, will be charged to the defaulting Buyer.
11. **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.
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. **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.
15. **CLAIMS**: No claims or allowance of any sort will be allowed once the items have been removed from the premises.
16. **DISPUTE BETWEEN BIDDERS**: If any dispute arises between two or more bidders, the auctioneer may decide the sale or may immediately put the lot up for sale again and resell to the highest bidder. The decision of the auctioneer shall be final and absolute.
17. **ABSENTEE BIDS**: Bidders may appoint Auction Company to be an agent and proxy by completing an "Absentee Bidder Form" for the sole purpose of purchasing the items listed when the bidder cannot bid on the day of the auction. All bids are final and binding and do not include any buyer's premium or taxes. Auction Company assumes no liability or responsibility of any kind whatsoever for failure to execute bids for or on behalf of an Absentee Bidder.

18. **COLLUSION**: Buyer agrees that Buyer will not participate in any bidding practices with the intent of manipulating the bidding. Collusion between Buyers is illegal and forbidden. Buyer agrees that Buyer will not place bids under false names or false buyer information.
19. **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.
20. **PERSONAL & PROPERTY RISK**: Persons attending during exhibition, sale 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 sale is held.
21. **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.
22. **RECORDS**: The record of sale kept by the Auction Company will be taken as final in the event of any dispute.
23. **AGENCY**: Auction Company is acting as agent only and is not responsible for acts of its principals.
24. **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.
25. **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 cash, cashier's check or wire transfer the Buyer's Premium will be reduced to 15%.
26. **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.
27. **ADDITIONAL TERMS**: Auction Company may add other terms and conditions of sale by announcements made at the auction sale. These terms may be changed or modified by Auction Company at any time without notification.



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