

## **Sale Terms and Important Information**

Surplus Food Processing Equipment

By Total Machinery, Inc.

Ends from Jan 05, 2021 12pm ET (5pm GMT) Timed Online Auction

Important Information

Surplus Food Processing Equipment

Auction Date & Time: lots start closing on Tuesday, January 5th at 12 Noon ET

Location: 2320A Avenue A, Bethlehem, Pennsylvania

Preview: January 4th from 9:00 am to 4:00 pm ET

Removal: Wednesday, January 6th

Posted Last Day of Removal: Friday, January 15th

Riggers

Ray – Pedowitz Machinery Movers - 917.939.2975

Tara - A&J Enterprises - 908.797.6136

Dave - Coombs Rigging - 610.657.7486

18% Buyers Premium applies on all online purchases.

BidSpotter Customer Service Support Department

Have a question pertaining to the bidding process?

Visit our [Frequently Asked Questions!](#)

You can also start a live chat with a Bidspotter Support Representative by selecting Live Chat at the top of Bidspotter.com. More information on our chat system can be found by [clicking here](#).

Customer Support Hours:

- Monday – Thursday, 8:00 AM EST – 10:00 PM EST
- Friday, 8:00 AM EST – 6:30 PM EST

Email: [support@bidspotter.com](mailto:support@bidspotter.com)

Office: (253) 858-6777 Toll Free: (866) 597-2437

[Frequently Asked Questions](#)

## Terms and Conditions

NOTICE: All Bidders and other persons attending this sale agree that they have read and had full knowledge of these terms and agree to be bound thereby.

Posted Payment Due Date: 24 hours from receipt of invoice

Removal Begins: Wednesday, January 6th

Posted Last Day of Removal: Friday, January 15th

Riggers

Ray Pedowitz Machinery Movers, 917.939.2975

Tara A&J Enterprises, 908.797.6136

Dave Coombs Rigging, 610.657.7486

BUYER INFORMATION: Each potential Buyer represents, warrants and certifies that it has provided (i) its full and accurate legal name and business address, and the full and accurate legal name and address of Buyer's representative(s) attending and / or participating in the sale event of the Property, and (ii) the citizenship status of Buyer and its representative(s) and any foreign interest of Buyer or its representative(s).

OUT OF COUNTRY RESIDENTS WILL NOT BE APPROVED TO BID WITHOUT A REFUNDABLE DEPOSIT PRIOR.

DEPOSIT: Total Machinery Inc. reserves the right to require a deposit upon registration including credit card deposits and holds on the credit card for a minimum of \$500.00 USD. All deposits are refundable.

PAYMENTS: All payments must be made in the form of Cash, Wire Transfer, Company Check – up to \$1,000, Certified Funds over \$1,000, Money Order or by Credit Card with a 3% processing charge. Total Machinery Inc. reserves the right to charge any buyers credit card for purchases made at the sale including all fees associated with if there is no communication between Buyer and Total Machinery Inc. We will make multiple attempts to contact Buyer then have the right to charge credit card associated with the account.

Manner of payment is to be made out to Total Machinery Inc. Payments are due upon posted time of payment, any payments over the period of one week with no communication between Buyer and auctioneer could be considered abandoned and Total Machinery Inc. will reserve the right to re-sell any and all lots purchased.

BUYER BEWARE: "THE BUYER ALONE IS RESPONSIBLE FOR CHECKING THE QUALITY AND SUITABILITY OF GOODS BEFORE A PURCHASE IS MADE". Total Machinery Inc. makes no representations, warranties, promises, covenants or guarantees, expressed or implied, as to defects in or the completeness or accuracy of the description in any advertising of any item(s) being auctioned and is not responsible for any advertising discrepancies, descriptions, nomenclature or inaccuracies of any kind. ALL ITEMS ARE SOLD ON AN "AS IS, WHERE IS" BASIS AND WITH ALL FAULTS WITHOUT EXCEPTION AND WITH REMOVAL AT BUYERS SOLE RISK AND EXPENSE. THE AUCTIONEER MAKES NO REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS OR GUARANTEES OF ANY KIND, EXPRESSED OR IMPLIED, AS TO THE NATURE, QUALITY, DURABILITY, CAPABILITY, FUNCTION, PERFORMANCE, VALUE OR CONDITION OF

THE ITEM(S) BEING AUCTIONED OR ITS (THEIR) SUITABILITY FOR ANY USE. THE AUCTIONEER EXPRESSLY AND SPECIFICALLY DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

REMOVAL: All purchases must be removed no later than Posted Removal Time. No lot can, on any account, be removed during the sale. Removal shall be at the expense, risk, and liability of the purchaser. Purchases will be delivered only on presentation of paid bill. The Auctioneer shall not be responsible for goods not removed within the time allowed, but shall have the option to remove and store at the expense and risk of the purchaser any article purchased, but not paid for and removal of any of the goods. A storage charge of \$750.00 USD will be applied to anyone who does not remove within the posted time limit without prior permission from our office. For insurance reasons Total Machinery Inc. does not supply any material handling devices or equipment including but not limited to forklift trucks, cranes, pallet jacks, hand trucks, etc. We require valid insurance from all people who work inside the facility including all machinery movers, erectors, millwrights, or any Buyer operating equipment or dismantling / moving machinery - NO EXCEPTIONS.

Total Machinery Inc. does not pack, ship, crate, transport or rig any items, we provide riggers / pack & ship companies information on our website as a courtesy, they are 3rd party contractors, Total Machinery Inc. is not responsible for rigging charges, damages, etc. We must be supplied with an insurance certificate naming Total Machinery Inc. as additionally insured for all machinery movers or anyone operating equipment within the building - NO EXCEPTIONS.

RESPONSIBILITY FOR NON-DELIVERY: The Auctioneer shall not, in any event, be liable for non-delivery or for any other matter or thing, to any purchaser of any lot, other than for the return to the purchaser of the deposit or sum paid on said lot, should the purchaser be entitled thereto.

CLAIMS: No claims will be allowed after removal of goods from premises. Total Machinery Inc. is not responsible for any damage incurred by contractors or riggers, no rigger / customer can lay any claim to Total Machinery Inc. for any and all damages.

SAFETY DEVICES: Articles purchased may not incorporate approved activating mechanisms, operating safety devices or safety guards, as required by OSHA or otherwise. It is purchaser's responsibility that articles purchased be so equipped and safeguarded to meet OSHA and any other requirements before placing such articles into operation.

INDEMNIFICATION: Purchaser agrees to indemnify and hold the Auctioneer harmless 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, including OSHA requirements, or for proximate or consequential damages, costs or legal expenses arising therefrom.

COMPLIANCE WITH LAWS: Buyer shall comply with all U.S. export control laws and regulations. The Property sold under the Transaction Documents may be subject to the provisions of Export Administration Act of 1979 and the Export Administration Regulations promulgated thereunder, the Arms Export Control Act and the International Traffic in Arms Regulations, and the sanctions laws administered by the Office of Foreign Assets Control. Buyer acknowledges that these statutes and regulations impose restrictions on import, export and transfer to third countries of commodities and

related data, and that licenses from the U.S. Department of Commerce or U.S. Department of State may be required before such commodities or data can be transferred, and that such licenses may impose further restrictions on use and further transfer of such commodities and data. Buyer agrees (i) to notify Seller prior to any transfer of Property (including goods, commodities or data) purchased under the Transaction Documents to any parties outside of the United States, (ii) to provide an end-use certificate and a certification that the Property (including goods, commodities, and data) purchased under the Transaction Documents will not be transferred to any end-user or for any end-use that is prohibited by U. S. law, (iii) to provide proof of any required U. S. Automated Export System (AES) filing prior to export of any Property (including goods, commodities or data) purchased under the Transaction Documents, and (iv) that Seller reserves the right to cancel any sale at any time in the event it determines, in its sole discretion, that any transaction arising out of the Transaction Documents does or may violate applicable U.S. export control or similar laws.

**COMPLIANCE WITH TERMS OF SALE:** In default of payment of bills in full within the time therein specified, the auctioneer 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, nor removed within the time allowed herein, may be resold at public or private sale without further notice, and any deficiency, together with all expenses and charges of re-sale, will be charged to the defaulting purchaser. The execution, interpretation, and performance of the Transaction Documents shall be governed by, and construed in accordance with, the laws of the State of New York (without regard to its conflicts of law provisions). THE PARTIES HEREBY WAIVE THE RIGHT TO A JURY TRIAL IN ANY DISPUTE OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THE TRANSACTION DOCUMENTS, ANY OF THE RELATED DOCUMENTS, ANY DEALINGS BETWEEN SELLER AND BUYER RELATING TO THE SUBJECT MATTER HEREOF OR THEREOF, AND / OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN SELLER AND BUYER.

**RISK TO PERSON AND PROPERTY:** Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the auctioneer from liability, therefore. Neither the Auctioneer nor his principal shall be liable by reason of any defect in or condition of the premises on which the sale is held.

**ADDITION TO OR WITHDRAWAL FROM SALE:** The auctioneer reserves the right to withdraw from sale any of the property listed or to sell at this sale property not listed, and also reserves the right to group one or more lots into one or more selling lots or to subdivide into two or more selling lots. Whenever the best interest of the Seller will be served, the auctioneer reserves the right to sell all the property listed, in bulk.

**SALE BY ESTIMATED WEIGHT, COUNT OR MEASURE:** Where items are sold by estimated weight, count or measure, the purchaser will be billed for and required to pay for the estimated weight, count or measure. If upon delivery, any shortage exists, the purchaser will receive a refund at the rate of purchase. If there be an excess, the purchaser will be required to take and pay for such excess, at the rate of purchase.

**DISPUTE BETWEEN BIDDERS:** If any dispute arises between two or more bidders, the auctioneer may decide the same or put the lot up for sale again, at once, and resell to the highest bidder. The auctioneer's decision shall be final and absolute.

**RESERVE:** The auctioneer reserves the right to reject any and all bids. On lots upon which there is a reserve, the auctioneer shall have the right to bid on behalf of the Seller.

**RECORDS:** The record of sale kept by the auctioneer and bookkeeper will be taken as final in the event of any dispute.

**AGENCY:** The auctioneer is acting as agent only and is not responsible for the acts of its principals.

**SALES TAX:** Purchaser shall also pay all applicable sales or use taxes imposed by all taxing authorities on such transaction unless purchaser shall present a resale certificate, certificate of exemption or the like, exempting the purchaser and auctioneer from the payment of any such sales and use taxes.

**BANKRUPTCY:** If at any time prior to payment in full, purchaser files a petition in bankruptcy or for other similar protection from creditors, or an involuntary petition in bankruptcy or other similar proceeding is filed against the purchaser, then, at the option of the auctioneer, the sale may be voided.

**ADDITIONAL TERMS AND CONDITIONS:** The auctioneer may add other terms and conditions of sale, such additional terms and conditions to be announced prior to the auction.