

# Surplus Material Handling Assets to Major Utilities Corp.

#### Tender

# 3:00pm EST on Tuesday 3rd March 2020

NRI Industrial Sales LLC.
6401 Rogers Road, Delta, Ohio, United States, 43515
Asset Locations:
6401 Rogers Road, Delta, Ohio, United States, 43515

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Lot#	Description	Number of Bids Notes
1	Aumund Rotary Plow Feeders	0
2	Eriez SED-880 Explosion Proof Suspended Electromagnet	0
3	Eriez SED-865 Explosion Proof Suspended Electromagnet	0
4	Heyl & Patterson Hammermill	0
5	NAVCO RSE 8.00 SX A Railside Car Shaker	0

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Inspection Information:	

All lot inspections are done by appointment only. Please call 855-550-7745 or email auctions@nri-isd.com to set up an appointment.

## Sales Terms:

Sales Terms PLEASE READ ALL TERMS & CONDITIONS PRIOR TO BIDDING. These terms and conditions govern the relationship between you (the "Purchaser" or "Buyer") and NRI Industrial Sales LLC/NRI Industrial Sales Inc. (the "Seller"). PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY, THE SELLER WILL NOT WAIVE ANY TERM OR CONDITION CONTAINED HEREIN AND PUTS ALL PURCHASERS ON STRICT NOTICE THAT THESE TERMS SHALL BE ENFORCED. BUYER'S PREMIUM - A buyer's premium of 18% will be applied to invoice in addition to the sales price and shall be paid as part of the total purchase price. All sales prices are listed in US dollars. Depending on the residence of the successful purchaser, local state or provincial sales taxes may be charged by Seller. NO WARRANTIES - All property is sold "as is" and the Seller makes no warranties or representations (express, implied or otherwise) regarding merchantability, fitness, use, operation, or quality of the property and no statement anywhere shall be deemed such a warranty, representation or condition. Prospective Purchasers should inspect the property before bidding to determine its condition and quality. Each item is sold by the Seller with all faults and defects and with all errors of description and is to be taken and paid for whether genuine and authentic or not; and no compensation shall be paid for same. RIGHTS RESERVED- The Seller reserves the right to reject any bid at any time before or after the sale. The highest Purchaser acknowledged by the Seller will be the purchaser. In the event of any dispute between Purchasers, or in the event of doubt on the part of us as to the validity of any bid, the Seller will have the final discretion either to determine the successful Purchaser or to re offer and resell the article in dispute. If any dispute arises after the sale, the Seller's sale record is conclusive. The Seller further reserves the right to withdraw any item(s) at any time before or after the actual sale. PERSONAL AND 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 release and indemnify the Seller from liability thereof. Neither the Seller nor its principal, consignor, agents, employees, directors, or officers shall be liable by reason of any defect in or condition of the premises in which the sale is held. INDEMNITY- The Buyer does hereby assume and does agree to indemnify and hold the Seller, its principal, consignor, agents, employees, directors, or officers harmless from any future claim, which shall pertain to the fitness or use of that asset as being purchased. ADDITIONAL TERMS AND CONDITIONS: Additional terms or conditions of sale may be added by Seller by announcement or posted on the premises prior to the auction.

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# Payment Terms:

Payment Terms PAYMENT- Full payment is due within 24 hours of receipt of invoice. Only wire transfer, credit cards and PayPal are accepted payment methods (NO EXCEPTIONS). A 2.5% PAYMENT PROCESSING FEE MAY APPLY TO CREDIT CARD AND PAYPAL PAYMENTS. All sale prices are in US Dollars unless listed otherwise. All applicable sales taxes shall apply. COMPLIANCE WITH TERMS OF SALE - In default of payment of the purchase price in full within the time therein specified, lots not paid for and removed within the time allowed herein may be resold at public or private sale without further notice (by the Seller), and any deficiency, together with all expenses and charges of resale including legal fees, will be charged to the defaulting Purchaser.

### Removal Terms:

Removal Terms PACKAGING AND HANDLING- All items will be loaded onto pallets and will be shrink wrapped and secured as seen on the auction website free of charge. This will not include pallet amalgamation and additional packaging. A fee will apply for any request for pallet amalgamation and/or additional packaging. PICKUP- The Seller will contact the Purchaser for pickup arrangements ONLY when the equipment has been paid in full AND the Seller has completed preparing the items for pickup. All pickups are by appointment only. The Purchaser will be responsible for providing all shipping related documentation to the Seller upon being notified that the purchased equipment is ready for delivery. All items must be picked up within 7 business days upon being notified that equipment is ready for delivery. Upon failure of the Buyer to collect goods within 7 business days of pick up notification, the Seller shall have the option in its sole discretion to apply a \$25 USD storage fee per day, up to THIRTY BUSINESS DAYS The Seller will regard the equipment as abandoned if Purchaser fails to retrieve the equipment after 30 business days. DISMANTLING: The Seller, unless communicated otherwise in writing, will not dismantle any products or items listed in the auction. All items will be shipped as seen in the auction and/or auction photos. Should the Seller agree to undertake dismantling work, the Purchaser is responsible for paying all fees associated with dismantling. OWNERSHIP- All items become the sole responsibility of the Purchaser immediately at the expiry of the time allotted for the item. Although the Seller will exhibit reasonable care to safeguard purchases, until removed by Purchaser, no refunds or adjustments will be allowed for any shortages. If you believe you are entitled to an adjustment to your invoice due to missing or damaged item(s), you must report the problem to the Seller immediately. Once the equipment has left the building, there will be no adjustments. If for any reason whatsoever a purchased item as bid cannot be delivered within that period of time of delivery provided for at the sale, the Buyer expressly waives any liability on the part of the Seller and further agrees that any obligation with respect thereto shall be limited to the bid and paid for price for said purchased items.

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## Payment Instructions:

Wire Transfer Instructions - Company Name: NRI Industrial Sales LLC 6401 Rogers Road Delta, Ohio 43515-9367 U.S.A. Banking Information: County National Bank P.O. Box 283 Hillsdale, MI 49242-0283 Bank Routing Number: 072402694 Account Number: 5500314793 (\$25 Wire Transfer Fee) 2.5% fee pre-applied for all Credit Card payments - Please call 1-888-995-9813 for payment processing. Be sure to reference your invoice number when you call us. NO CASH OR CHECKS WILL BE ACCEPTED