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# Titan Florida Auction of Heavy Equipment, MRO Spare Parts & Machinery Surplus to Operations

Online Auction

2:00pm EDT on Thursday 12th May 2022

Titan America

5700 Lake Wright Drive, Suite 300, Norfolk, Virginia, United States, 23502

Asset Locations:

11000 N.W. 121 Way, Medley, Florida, United States, 33178

5700 Lake Wright Drive, Suite 300, Norfolk, Virginia, United States, 23502

Lot #	Description	Current Bid	Notes
1	Obsolete Inventory List Assorted MRO Spare Parts	\$775.00	
2	Caterpillar CAT 988F Loader	\$16,000.00	
3	Gradall Long Reach Forklift	\$11,000.00	
6	Assorted Lot of Mixed Metals	\$1,800.00	
5	Caterpillar Dump Truck	\$7,750.00	
7	Flat Bed	\$4,300.00	
8	Grader	\$9,000.00	
9	Lab Weight	\$60.00	
10	Racks	\$775.00	
12	Shelving Units	\$60.00	
14	CAT Loader 992	\$19,000.00	
16	Assorted Heavy Equipment Parts & Cable	\$2,200.00	
17	Electric Motor & Stator	\$4,700.00	
18	Electrical Cabinet & Spare Parts	\$150.00	
19	Lot of 2 Falk Gear Reducers	\$400.00	
20	Pan Conveyor Housing	\$450.00	
21	Lot of 2 Forklifts	\$1,300.00	
22	Plate Cutter	\$725.00	
23	DoAll Bandsaw	\$200.00	
24	Bridgeport Milling Machine	\$825.00	
25	Carlton Radial Arm Drill	\$375.00	
25.1	Press Brake Machine	\$4,000.00	
26	230KV OCB High Voltage 3PH Breaker	\$1,600.00	
27	GE- Hitachi HVB 242 4000 SF6 Gas Circuit Breaker	\$400.00	
28	John Deere 240 Bobcat	\$825.00	
29	Caterpillar Dump Truck	\$7,250.00	
30	Caterpillar Dump Truck	\$9,500.00	
31	Caterpillar 777D Dump Truck	\$9,500.00	
32	Caterpillar Grader	\$2,200.00	
33	Caterpillar 988F Loader	\$17,500.00	
34	Caterpillar 988F Loader	\$17,500.00	
35	JLG 1250 Boom Lift	\$8,000.00	
36	Caterpillar 988F Loader	\$47,000.00	
37	Kubota Utility Vehicle	\$925.00	

Lot #	Description	Current Bid	Notes
38	Kubota RTV900 Utility Vehicle	\$900.00	
39	Tall End Body	\$25.00	
40	Caterpillar Forklift	\$950.00	
41	Caterpillar 988F Loader	\$14,500.00	
42	Sullair 1600 Compressors	\$1,900.00	
43	Tall End Body	\$25.00	
44	Caterpillar Loader	\$19,500.00	
45	Tail Body GM Chevrolet	\$25.00	
46	Terex Truck	\$4,000.00	
47	Bobcat Cabin	\$225.00	
49	Crane Accessory	\$375.00	
50	Loader for Parts	\$7,750.00	
51	Spare Parts	\$325.00	
52	Water Pump	\$200.00	
53	Oil Tank	\$50.00	
54	Oil Tank	\$70.00	
55	Caterpillar 988G Loader	\$28,000.00	
56	Caterpillar 988G Loader	\$28,000.00	
57	Caterpillar 4YC00109 Dump Truck	\$11,500.00	
58	Forklift	\$875.00	

## Inspection Information:

- By Appointment Only! Must follow COVID rules set by warehouse.
- All individuals who are inspecting equipment will undergo a security clearance and sponsorship before being allowed onsite.
- Failure to complete pre-screen test will results in you not being able to inspect the equipment.
- Must come with PPE – Safety Hat, Safety Shoes, Safety Vest, Safety Glasses, Mask

# Sales Terms:

TERMS AND CONDITIONS: PLEASE READ ALL TERMS & CONDITIONS PRIOR TO BIDDING! THESE TERMS AND CONDITIONS govern the relationship between you (the "Buyer") and TITAN AMERICA LLC, on behalf of itself and its subsidiaries (the "Seller"). PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY, THE Seller WILL NOT WAIVE ANY TERM OR CONDITION CONTAINED HEREIN AND PUTS ALL BUYERS ON STRICT NOTICE THAT THESE TERMS SHALL BE ENFORCED. 1. REMOVAL: "Buyer" is responsible for removal of item(s). Items can only be removed once full payment including removal costs is received. The Buyer is responsible for paying all fees associated with removal and/or dismantling. The Buyer hereby agrees to indemnify, defend, and hold Seller harmless from and against removal fees, dismantling fees and/or delayed removal not being posted or announced whether known or unknown by the seller. Upon failure of Buyer to collect goods within time specified as posted or announced, the Seller shall have the option in its sole discretion of removing and storing the purchased items at the expense and risk of the Buyer or the items may be considered abandoned at the Seller may resell the purchased items without notice at public sale or otherwise dispose of goods at the sole risk and expense of the Buyer. The Buyer shall remain liable for any losses, expenses and damages arising from the Buyer's failure to make payment or to obtain the purchased items within the time specified by the Seller. The Buyer hereby agrees to indemnify, defend, and hold Seller harmless from and against all losses, damages, expenses, including legal fees and transportation expenses arising directly or indirectly from the Buyer's failure to make timely payment or to pick up purchased items within the time(s) specified by the Seller. 2. IDENTIFICATION: All potential Buyers are required to register prior to becoming an "Approved Buyer." All Buyers are required to give their full name or business name; permanent street address (P.O. Boxes will NOT be accepted or approved); phone number(s); email address, valid credit card and website, if applicable. The information collected by the Seller shall be used for the purposes of verifying identity of the successful Buyers on certain lots of items, to enforce the terms of the auction, and for collection measures on failure to pay or to pick up purchased items on the part of the Buyer. Seller complies with relevant privacy legislation. 3. DEPOSITS AND PAYMENT: Full payment is due within 48 hours of receipt of invoice. Only wire transfer and credit card are accepted payment methods. Additional payment processing charges may apply for invoiced paid via collection measures on failure to pay or to pick up purchased items on the part of the Buyers. Failure to pay within the allotted time frame may result in loss of sale and negative Buyer review and rating. 4. 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 Buyer. 5. RIGHTS RESERVED: The highest bidder acknowledged by the Seller will be the Buyer. In the event of any dispute between Buyers, 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 Buyer or to reoffer and resell the article in dispute. If any dispute arises after the sale, the Seller's sale record is conclusive. 6. OWNERSHIP: All items become the sole responsibility of the Buyer immediately at the expiry of the time allotted for the item. Although the Seller will exhibit reasonable care to safeguard purchases until removed by Buyer, 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. Once the equipment has left the premises, 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. SELLER TRANSFERS TO BUYER GOOD TITLE TO THE ASSETS, FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES. EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, SELLER HEREBY CONVEYS THE ASSETS TO THE BUYER "AS IS AND WHERE IS." 7. 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 shall indemnify, defend, and hold the Seller harmless from and against any and all liability therefore. Neither the Seller nor its subsidiaries, principals, consignors, agents, employees, directors, or officers shall be liable by reason of any defect in any item or the condition of the premises in which the sale is held. 8. RECORDS: The record of sale kept by the Seller will be taken as final in the event of any dispute. 9. BIDS: The Seller shall serve as regulator and arbitrator on all matters relating to bidding. No bidder may retract a bid. 10. Buyer does hereby assume and does agree to indemnify, defend, and hold the Seller harmless from any future claim arising out of or related to the fitness or use of the item being purchased. 11. SHIPPING: . All pickups are by appointment only. All items must be picked up within 7 business days upon being notified that equipment is ready for delivery. The Seller will regard the equipment as abandoned if Buyer fails to retrieve the equipment after 7 business days. 12. DISMANTLING: The Seller, unless announced or made public, will not dismantle any products or items listed in the auction. All items will be picked up as seen in the auction and/or auction photos. If announced or made public, the Buyer is responsible for paying all fees associated with dismantling. 13. 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. • All items are sold as is where is – No Warranties No Guarantee's • Buyers must make payment within 48 hours of receiving their invoice. • Buyer must arrange logistics within 10days once payment has been made. • Seller will sign and acknowledge of equipment being released to buyer. • If equipment is not picked up within the timeframe set by the seller, Buyer will forfeit all goods and monies.

## Payment Terms:

All payments must be made through the Aucto Payment Gateway (APG). Buyers have below options to send payments: - Wire Transfer - ACH - Automated Clearing House (US) - EFT - Electronic Funds Transfer (Canada) - Credit Card (ONLY available for sale orders less than 5000 USD or 5000 CAD) - Instructions will be available via APG to winners after a sale has concluded. Aucto will NOT accept Cash, Check, E-Check, Cashier's Check or Bank Drafts as payment options. Unless specified by the seller in the "Sale Terms", all payments are due within 24 hours of a sale order being delivered. Please submit tax exemption forms to [payments@aucto.com](mailto:payments@aucto.com) with your sale-order number in the subject line. Local tax laws may apply to Aucto Buyer's Premium (Aucto BP or ABP). In most situations, tax on Aucto BP is not subject to tax exemption.

## Removal Terms:

- Buyer is responsible for scheduling logistics and providing shipping related documents to the seller.
- Buyer should provide seller with BOL and time of arrival to ensure no delays during pick up.
- If Buyer personally picks up, they must follow all COVID-19 rules set out by seller.
- Payment must be made in full before removal.

## Payment Instructions:

Payments will be made through the Aucto Payment Gateway. Paying via credit cards will only be available for orders under \$5000.