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# Short Notice Sale! Signify Selling MHE & Support Equipment from Multiple Locations

Online Auction

3:30pm CDT on Monday 18th October 2021

Signify North America Corporation

S Green St, Tupelo, Mississippi, United States, 38801

Asset Locations:

236 S Mt Pleasant Road, Collierville, Tennessee, United States, 38017

304 Bordentown Hedding Rd, Bordentown, New Jersey, United States, 08505

776 S. Green St., Tupelo, Mississippi, United States, 38804

Lot #	Description	Current Bid	Notes
1	Parker Transformer CP-321 Windrcoil Winder Station - Collierville, TN	\$100.00	
8	AMP-O-ELECTRIC Machine - Collierville, TN	\$100.00	
9	Simplex Winder Machine - Collierville, TN	\$100.00	
604	Parker Ionics Powder Coat Application Booth - Tupelo, MS	\$500.00	

## Inspection Information:

Please message by clicking the "Contact" button to the top-left on Event Page. By Appointment Only! Must follow COVID rules set by warehouse.  
Must come with PPE – Safety Hat, Safety Shoes, Safety Vest, Safety Glasses, Mask

• All items are sold as is where is – No Warranties No Guarantee's • Buyers must make payment within 48 hours of receiving their invoice. Please enter your Sales Terms TERMS AND CONDITIONS: PLEASE READ ALL TERMS & CONDITIONS PRIOR TO BIDDING! THESE TERMS AND CONDITIONS govern the relationship between you (the "Purchaser") and Signify North America Corporation (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. 1. DISCLAIMERS/NO WARRANTIES: THE EQUIPMENT IS SOLD "AS IS, WHERE IS" IN THE CONDITION EXISTING AS OF THE MOMENT OF TENDER OF THE EQUIPMENT TO PURCHASER. SELLER DISCLAIMS ALL WARRANTIES, INCLUDING ANY WARRANTY THAT THE EQUIPMENT MEETS THE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION OF THE UNITED STATES OF AMERICA ("OSHA"), THE AMERICAN NATIONAL STANDARDS INSTITUTE ("ANSI") OR THE DEPARTMENT OF HEALTH OF THE GOVERNMENT OF CANADA ("HECS") OR ANY OTHER GOVERNMENTAL OR REGULATORY STANDARDS OR THAT THE EQUIPMENT IS PROPERLY DESIGNED OR SAFEGUARDED FOR FUTURE USE, OR THAT THE EQUIPMENT IS BEING SOLD WITH PROPER WARNINGS, INSTRUCTIONS OR OTHER DOCUMENTATION FOR ITS SAFE USE. Purchaser is responsible for all labor, cost, risks, liabilities and expense associated with any inspection, disassembly, loading, transportation, customs, re-assembly or use of the equipment from and after Seller's tender of the equipment to Purchaser, whether such actions are undertaken by Purchaser or any other person or entity on Purchaser's behalf. Purchaser assumes all risk in using the equipment or in re-selling the equipment for re-use by others, and Purchaser warrants that if it uses the equipment, or in the event the equipment is resold by Purchaser for re-use by others, Purchaser shall fully inspect the equipment and make the equipment safely operable and in that regard shall bring the equipment into compliance with applicable OSHA, ANSI, HECS or other standards and shall make sure that the equipment is properly safeguarded for future use, including being equipped with appropriate guards and posted with appropriate user warnings and instructions. Purchaser agrees to defend, indemnify and hold Seller harmless from and against any and all liabilities, damages, suits, claims, costs and expenses (including reasonable attorneys' fees) which arise in connection with the above-referenced inspection, disassembly, loading, transportation, re-assembly or use of the equipment after Seller's tender of the equipment to Purchaser, or arising from any breach by Purchaser of these sales terms, including but not limited to breach by Purchaser of its purchase and payment obligations hereunder. 2. REMOVAL: UNLESS OTHERWISE ADVISED IN WRITING BY SELLER, ALL ITEMS MUST BE REMOVED BEFORE 5:00 PM (CENTRAL) ON OCTOBER 22, 2021. Items can only be removed once full payment including removal costs is received. The Purchaser is responsible for paying all fees associated with removal and/or dismantling. The Purchaser hereby indemnifies and holds the Seller harmless against removal fees, dismantling fees and/or delayed removal not being posted or announced whether known or unknown by the Seller. Upon failure of Purchaser to collect goods within time specified above, the Seller shall have the option in its sole discretion of removing and storing the purchased items at the expense and risk of the Purchaser or may resell the purchased items without notice at public sale or otherwise dispose of goods at the sole risk and expense of the Purchaser. The Purchaser shall remain liable for any losses, expenses and damages arising from the Purchaser's failure to make payment or to obtain the purchased items within the time specified by the Seller. The Purchaser hereby indemnifies and holds the Seller harmless against all losses, damages, expenses, including legal fees and transportation expenses arising directly or indirectly from the Purchaser's failure to make timely payment or to pick up purchased items within the time(s) specified by the Seller. 3. IDENTIFICATION: All potential Purchasers are required to register prior to becoming an "Approved Purchaser". All Purchasers 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 Purchasers 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 Purchasers. The Seller complies with relevant privacy legislation. The Seller hereby informs Purchaser that Seller will process personal data in accordance with the "Signify Privacy Notice for customers, consumers and other business persons" which is available on <https://www.signify.com/global/privacy/legal-information/privacy-notice> under the "Legal information" section. 4. PAYMENT: Full payment is due within 48 hours of receipt of invoice. All payments must be made via Aucto Payment Gateway. 5. 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. 6. RIGHTS RESERVED: 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 reoffer and resell the article in dispute. If any dispute arises after the sale, the Seller's sale record is conclusive. 7. 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. 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 Purchaser 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. 8. 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 therefore. 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 or items are made available. While on the premises, Purchaser, or any other person or entity acting or present on Purchaser's behalf, shall adhere to Seller's applicable safety standards and policies, including COVID-19 protocols, and shall (upon request) execute copies of the same. 9. RECORDS: The record of sale kept by the Seller will be taken as final in the event of any dispute. 10. BIDS: The Seller shall serve as regulator and arbitrator on all matters relating to bidding. No bidder may retract a bid. 11. The Purchaser does hereby assume and does agree to indemnify and hold the Seller harmless from any future claim, which shall pertain to the fitness or use of that asset being purchased. 14. ADDITIONAL TERMS AND CONDITIONS: Additional terms or conditions of sale may be added by Seller by announcement or posted on the Aucto's website prior to the auction.

## 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) - 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.

## Removal Terms:

UNLESS OTHERWISE ADVISED IN WRITING BY SELLER, ALL ITEMS MUST BE REMOVED BEFORE 5:00 PM (CENTRAL) ON OCTOBER 22, 2021 Purchaser will not be allowed to take only components or parts to a machine while leaving other components behind. Purchaser must take complete unit, items, components, parts etc. in relation to a lot. No Exceptions. SHIPPING: The buyer is responsible for arranging logistics and addressing all related activities, documentation, and fees. The seller will not be involved in any capacity. REMOVAL: Seller is available to assist in vehicle loadouts. Buyer is allowed to remove items provided they complete documentation required by Signify.

## Payment Instructions:

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