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# Hitachi Astemo Surplus Auction - No Reserve Short Notice Event

Online Auction

1:00pm EST on Wednesday 17th November 2021

Hitachi Astemo

301 Mayde Rd, Berea., Kentucky, United States, 40403

Asset Locations:

14898 Koehn Rd, Capac, Michigan, United States, 48014

400 W New Rd, Greenfield, Indiana, United States, 46140

701 Liberty Street, Muncie, Indiana, United States, 47305

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14898 Koehn Rd, Capac, Michigan, United States, 48014

Lot #	Description	Current Bid	Notes
138	Repairable National Instruments cFP-2220 Compact FieldPoint Controller	\$10.00	
140	CTS AC Tester	\$10.00	
142	Bench Test Station	\$25.00	
144	CTS Heater Tester	\$10.00	
145	CTS Heater Tester	\$10.00	
151	Steel Work Table Approx 7ft x 3ft	\$25.00	
152	Steel Work Table with Wood Surface Approx 7ft x 3ft, No Contents	\$10.00	
153	Panasonic UB-5815 Panaboard Interactive Whiteboard 35.4in x 64.5in	\$10.00	
154	Steel Work Table with Storage Cabinet Approx 6ft x 3ft	\$25.00	
155	Fujikoki	\$10.00	
157	Eckel	\$500.00	
158	Storage Cabinets	\$25.00	
212	LOT OF 2 CRATES AHAUS QUALITY WORKHOLDING FIXTURES	\$10.00	
241	YASKAWA	\$50.00	
242	PRAB INGOT CONVEYOR	\$10.00	
256	CHIP BLASTER MIST COLLECTION SYSTEM	\$25.00	
397	COMMUNICATION CABLE	\$40.00	
398	US GENERAL TOOL BOX WITH HAND TOOLS	\$50.00	
401	US GENERAL TOOL BOX WITH HAND TOOLS	\$30.00	
409	ACTEK HOIST RING KIT	\$10.00	
410	TECHMOTIVE CS2700 TOOL TORQUE CONTROLLER	\$10.00	
413	WOOD TOP DESK	\$60.00	
418	4 GLOBAL WORK DESK	\$50.00	
419	2 WORK DESKS	\$10.00	
422	3 WORK DESKS WITH CHAIRS	\$10.00	
427	4 HEAVY DUTY SPILL CONTAINMENT PALLET WITH CHEMICALS AND OILS	\$10.00	
428	US GENERAL TOOL BOX WITH HAND TOOLS	\$40.00	
438	TOWER KLEAN WATER TREATMENT SYSTEM	\$25.00	
444	AGET DUST COLLECTOR	\$25.00	
482	PIPE RACK NO CONTENTS	\$150.00	
484	CONDUIT PIPES	\$10.00	
500	VALCOM WAREHOUSE PAGING SYSTEM WITH SPEAKERS NO CABLES	\$125.00	
501	TIME CARD HOLDER	\$10.00	
508	LUXOR MOBILE CART	\$30.00	

Lot #	Description	Current Bid	Notes
516	2 PANASONIC PANABOARD	\$5.00	
522	HEALTH O METER WEIGHT SCALE	\$40.00	
523	SIERRA COMFORT MASSAGE TABLE	\$5.00	
369	GLOBAL STORAGE CABINET WITH CONTENTS	\$20.00	
375	WOOD TOP DESK	\$175.00	
376	WOOD TOP DESK	\$200.00	
377	WORK DESK	\$10.00	
378	SHIPPING DESK	\$10.00	
381	3 WORK DESKS WITH CHAIR	\$10.00	
386	STEEL TABLE WORK STATION	\$10.00	
332	YELLOW SAFETY MESH CAGE	\$10.00	
335	SOUND BOOTH APPROXIMATELY 8' X 12'	\$25.00	
264	OVERTON CARBIDE 748540 MANUAL BORESCOPE MFG. 11/2010	\$10.00	
265	BORESCOPE ASSEMBLY	\$10.00	
275	TOHOKU PIONEER V6 INJECTOR BASE ASSEMBLY	\$10.00	
276	10FT CONVEYOR ASSEMBLY MINARIK MM23201C	\$25.00	
277	10FT CONVEYOR ASSEMBLY MINARIK MM23201C	\$10.00	
282	6AT WINDING PALLETIZER WINDER FUSER MACHINE ASSEMBLY MFG. 2013.05	\$30.00	
284	NISSEI Injection Molding machine	\$25.00	
285	MATSUI Resin Dryer	\$2,800.00	
295	BLOWER STATION FIXTURE	\$10.00	
315	4 ASSORTED STORAGE WORK TABLES	\$10.00	
317	DURHAM HEAVY DUTY STORAGE WORK TABLE	\$10.00	
321	10 ASSORTED MOBILE WORK TABLES	\$10.00	
323	BLUE MOLD REPAIR TABLE	\$20.00	
324	LOT OF ASSORTED PLASTIC TOTES	\$20.00	
328	YAMADA GREASE LUBRICATOR	\$30.00	
159	RPC LINEAR SOLENOID CRIMP AND BRUSH MACHINE	\$10.00	
160	LINEAR SOLENOID MACHINE ASSEMBLY	\$30.00	
161	AT SOLENOID OIL TESTER 2350.1015 MITSUBISHI AOJ2HCPU	\$10.00	
162	SMALL TOOL CART WITH PC HP COMPAQ DC5100MT	\$5.00	
166	126-056 VCM STRIKO LAUNDER REFRACT	\$10.00	
177	LARGE FURNACE COVER	\$10.00	
178	LOT OF ASSORTED SAFETY FENCE BARRIER	\$10.00	

Lot #	Description	Current Bid	Notes
179	TABLE WITH DIAL INDICATORS	\$10.00	
180	ADACHI FAN 1.7-35TF 1.5KW 2100RPM BLOWER ASSEMBLY	\$10.00	
188	AMERICAN LIFTS SCALE PARTS/SCRAP	\$5.00	
189	TOYO-OKI HK3-EF1005-06 PUMP ASSEMBLY	\$10.00	
198	ADVANTAGE REGAL OIL TEMPERATURE CONTROLLER ASSEMBLY	\$10.00	
200	VCM4 LAUNDER MACHINE	\$10.00	
201	LOT OF 3 METAMAG 135KW FURNACE MAIN ELECTRICAL ENCLOSURE	\$10.00	
202	ADEPT 90400-40013/XY-HRS MACHINE ASSEMBLY	\$10.00	
203	MG HOLD FURNACE #4 480V-AC	\$10.00	
204	KGK CASTING CUTTING SAW MACHINE ASSEMBLY	\$10.00	
206	INGOT MAKER MACHINE ASSEMBLY	\$10.00	
207	AL RGL UPPER OP1&2 MACHINING FIXTURE (3 CRATES)	\$10.00	
208	LOT OF 5 CRATES AHAUS QUALITY WORKHOLDING FIXTURES	\$10.00	
209	ROACH CONVEYOR SYSTEM	\$10.00	
210	LOT OF 4 CRATES AHAUS QUALITY WORKHOLDING FIXTURES	\$10.00	
211	ALUMINUM INMANI OP1 & OP2 FIXTURES	\$10.00	
214	METAMAG MAGNESIUM SOLUTIONS CONVEYOR ASSEMBLY	\$10.00	
215	INGOT CONVEYOR ASSEMBLY	\$10.00	
216	45FT CONVEYOR ASSEMBLY	\$10.00	
217	LOT OF 2 CAGES	\$5.00	
218	PLATFORM ASSEMBLY	\$5.00	

## Inspection Information:

Inspection Terms: • 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:

GENERAL TERMS AND CONDITIONS OF SALE These GENERAL TERMS AND CONDITIONS OF SALE ("Agreement") apply to the purchase and sale of products by you as buyer ("Buyer") through Aucto.com (the "Site") from Hitachi Astemo Indiana, Inc. ("Hitachi Astemo Indiana") and/or Hitachi Astemo Greenfield, LLC ("Hitachi Astemo Greenfield"; hereafter, as seller under this Agreement, each of Hitachi Astemo Indiana and Hitachi Astemo Greenfield respectively are referred to as "Seller"). Please read this Agreement carefully. By clicking to accept this Agreement when this option is made available to Buyer or by placing a Bid (as such term is defined below), Buyer accepts and agrees to be bound by this Agreement.

1. SALE. Buyer agrees that its high bid (a "Bid") on the Site is an offer to buy, under the terms of this Agreement, all products on which its bid was placed ("Goods"). Upon Seller's acceptance of a Bid, Buyer will complete the Quitclaim attached in the invoice and email back as instructed. The Goods will be made available for pickup after Seller's receipt of the purchase price and an executed copy of the Bill of Sale.

2. RISK OF LOSS. Risk of loss and damage to Goods purchased by Buyer shall pass to Buyer upon Buyer's pick up of the Goods from Seller's facility or other method of delivery or pickup location as designated in the Site listing.

3. PRICE/PAYMENT TERMS. The price of the Goods shall be the total of (the "Price"): (a) the Bid; plus (b) applicable federal, state and local taxes (including sales and use taxes), excises, duties and import fees; plus (c) freight and delivery charges (freight collect) and insurance as applicable. Any buyer's premium or other fee due to Aucto Inc. pursuant to the terms of use of the Site shall be paid directly to Aucto Inc. Buyer shall not withhold payment of any amounts due and payable to Seller by reason of any set-off of any claim or dispute with Seller or for any other reason.

4. "AS-IS" BASIS. ALL SALES ARE FINAL. THE SALE OF THE GOODS IS MADE "AS-IS," WHERE IS, WITH ALL FAULTS, FREE AND CLEAR OF ANY CLAIMS OR LIENS, BUT WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND WITHOUT ANY RECOURSE

5. Removal Terms: Buyer is responsible for all rigging costs associated with items purchased • 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.

6. LIMITATION OF LIABILITY. SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY LOST PROFITS, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR SIMILAR DAMAGES, OR ANY CLAIMS OR DEMANDS BROUGHT BY OR AGAINST BUYER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE), INCLUDING, WITHOUT LIMITATION, SELLER'S NEGLIGENCE, AND EVEN IF SELLER WAS ADVISED OF THEIR POSSIBILITY. SELLER SHALL HAVE NO OBLIGATION TO REPLACE OR REPAIR ANY GOODS WHICH ARE LOST OR STOLEN OR DESTROYED OR DAMAGED BY FIRE OR ANY OTHER PERIL. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY TO BUYER ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THE SALE OF ANY GOODS UNDER THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PURCHASE PRICE PAID TO SELLER BY BUYER FOR SUCH GOODS. ANY ACTION AGAINST SELLER MUST BE BROUGHT WITHIN 12 MONTHS AFTER THE CAUSE OF ACTION ACCRUES. BUYER SHALL BE LIABLE TO SELLER FOR AND SHALL PAY TO SELLER ALL COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED BY SELLER TO COLLECT THE PRICE FROM BUYER OR OTHERWISE TO ENFORCE ANY OF THE TERMS OF THIS AGREEMENT IN THE EVENT OF BUYER'S BREACH..

7. SUCCESSORS/ASSIGNS. This Agreement shall be binding on and inure to the benefit of the Seller and Buyer and their respective successors, assigns and legal representatives.

8. PROPRIETARY INFORMATION. Buyer agrees that all patents, patents pending, copyrights, trademarks, trade secrets, logos, and all other information, including without limitation, inventions, products, processes, apparatus or designs, whether patentable or unpatentable, that Seller conceives, invents, originates, owns or otherwise has an interest in at any time prior or subsequent to the date of this Agreement ("Proprietary Information") shall remain the property of Seller. Buyer shall maintain the confidentiality of all Proprietary Information which is confidential, shall not disclose or provide any confidential Proprietary Information to others, and shall use best efforts to ensure that the employees, agents and independent contractors of Buyer shall not improperly use, disseminate or disclose any confidential Proprietary Information. The terms of this paragraph shall survive termination of this Agreement.

9. EXPORTS. Buyer acknowledges that Seller is subject to all United States ("U.S.") laws and regulations relating to exports, re-exports, and trade sanctions and to all administrative acts and executive orders of the U.S. Government pursuant to such laws and regulations, including but not limited to the Export Administration Act of 1979, 50 U.S.C. App. §§ 2401-2420, the Arms Export Control Act, 22 U.S.C. § 2751 et seq., and the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-1707 ("U.S. Export Controls"). Buyer agrees that it will comply with any and all U.S. Export Controls and will not sell, re sell, or transfer the Goods, or facilitate the sale, resale or transfer of Goods in violation of U.S. Export Controls. Buyer shall defend, indemnify, and hold Seller harmless from any and all claims, damages, and losses arising from or relating to violations of U.S. Export Controls.

10. WAIVER/SEVERABILITY. Failure by Seller to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

11. GOVERNING LAW; VENUE; JURY WAIVER. The laws of the State of Indiana shall govern this Agreement in all aspects, including execution, interpretation, performance and enforcement, without regard to principles of conflicts of law. SELLER AND BUYER AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED UPON CONTRACT OR OTHERWISE, SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS WITH JURISDICTION INCLUDING INDIANAPOLIS, INDIANA. BUYER HEREBY SUBMITS TO PERSONAL JURISDICTION IN INDIANA AND HEREBY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE. SELLER AND BUYER EACH WAIVE THE RIGHT TO A TRIAL BY JURY.

12. RELATIONSHIP OF THE PARTIES. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between Buyer and Seller, and neither Buyer nor Seller shall have authority to contract for or bind the other party in any manner whatsoever.

13. MODIFICATION/ENTIRE AGREEMENT. Except as provided for herein, no modification, amendment, extension or alleged waiver of this Agreement or any provision hereof will be binding on either party unless in writing and signed by the party sought to be bound. THIS AGREEMENT AND THE BILL OF SALE CONSTITUTE THE FINAL WRITTEN EXPRESSION OF ALL OF THE TERMS OF THE PARTIES' AGREEMENT AND ARE A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS. THIS AGREEMENT SUPERSEDES AND REPLACES ALL PRIOR AGREEMENTS AND UNDERSTANDINGS, WRITTEN OR ORAL. ANY AND ALL PROMISES, REPRESENTATIONS, WARRANTIES OR STATEMENTS MADE OR

GIVEN TO BUYER THAT DIFFER IN ANY WAY FROM THE TERMS OF THIS AGREEMENT SHALL BE GIVEN NO FORCE AND EFFECT.

THOSE PROVISIONS THAT BY THEIR PLAIN MEANING SURVIVE TERMINATION OF THIS AGREEMENT, SHALL SURVIVE TERMINATION OF THIS AGREEMENT. 14. Electronic Signatures and Transactions. Buyer agrees that the Electronic Signatures of the parties affixed to any

documents executed in connection with this Agreement are intended to authenticate Buyer's execution of and entry into such agreements and to

have the same force and effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or

logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic

signatures, whether digital or encrypted, pursuant to the Indiana Uniform Electronic Transactions Act (Ind. Code § 26-2-8-101 et seq.) as amended

from time to time. Buyer agrees to conduct transactions with Seller by electronic means and to the use of electronic communication, including the

use of electronic documents.

## 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:

Removal Terms: Buyer is responsible for all rigging costs associated with items purchased • 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. For more question's about rigging please email [jirwin@underwoodcompanies.com](mailto:jirwin@underwoodcompanies.com) If you wish to do your own rigging we will need a proof of insurance / COI. Greenfield is a live site so you cannot disturb the operations.

## Payment Instructions:

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