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# Morton Salt Surplus Assets & Mobile Equipment

Online Auction

2:00pm EDT on Tuesday 28th June 2022

Morton Salt, Inc.

444 W. Lake Street, Chicago, Illinois, United States, 60606

Asset Locations:

351 Queen Street, Tilbury, Ontario, Canada, N0P2L0

Goyer Ln, Windsor, ON N9J 3W4, Windsor, Ontario, Canada, N9J 3W4

2541 Technology Dr, Elgin, Illinois, United States, 60124

| Lot # | Description                                     | Current Bid | Notes |
|-------|---|-------------|-------|
| 2     | Brand New 2019 GHH LF-19H Underground Loader    | \$60,500.00 |       |
| 1     | Brand New 2019 GHH LF-19H Underground Loader    | \$60,500.00 |       |
| 3     | Spare Parts List for GHH LF-19H                 | \$5,000.00  |       |
| 4     | 2018 NordMeyer SMAG Bolter                      | \$5,500.00  |       |
| 5     | 2018 NordMeyer SMAG Bolter                      | \$5,000.00  |       |
| 6     | 2017 SMAG BW50HySD Blast-hole Jumbo Drill       | \$6,000.00  |       |
| 7     | 2018 SMAG BW50HySD Blast-hole Jumbo Drill       | \$6,000.00  |       |
| 8     | Used Reed 4-20X56 Stainless Steel Gas Deck Oven | \$3,000.00  |       |
| 9     | Seal Analytical AQ2 Discrete Analyzer           | \$2,200.00  |       |
| 10    | Seal Analytical XY-2 Sampler Analyzer           | \$1,200.00  |       |
| 11    | Russells Technica Products WMB-488-5-AC Freezer | \$15,000.00 |       |

Inspection Information:

TBD

## Sales Terms:

PLEASE READ ALL TERMS & CONDITIONS PRIOR TO BIDDING! THESE TERMS AND CONDITIONS govern the relationship between you (the "Purchaser") and Morton Salt, 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.

1. REMOVAL: Seller is responsible for removal of item(s). 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. The Seller shall prepare items for loading onto your transport; F.O.B. on site. Upon failure of Purchaser 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 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.

2. 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.

3. DEPOSITS AND PAYMENT: Full payment is due within 5 business days of receipt of invoice. Only wire transfer and check 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 Purchasers. The seller complies with relevant privacy legislation.

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 Purchaser.

5. RIGHTS RESERVED: The Seller reserves the right to reject any bid. 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. The Seller further reserves the right to withdraw any item(s) at any time before the actual sale.

6. 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. 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.

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 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.

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. THE BUYER 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 as being purchased.

11. SHIPPING: The Seller will contact the Purchaser for shipping arrangements ONLY when the equipment has been paid in full AND the seller has completed preparing the items for shipping. 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. The Auctioneer will regard the equipment as abandoned if Purchaser 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 shipped as seen in the auction and/or auction photos. If announced or made public, the Purchaser 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.

## 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:

Seller is responsible for removal of item(s). 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. The Seller shall prepare items for loading onto your transport; F.O.B. on site. Upon failure of Purchaser 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 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. Lot 11 - Contact for removal of freezer: Lee & Associates Arlington Heights 773-545-7324 Kwb46@aol.com Kim Bruchert Ryan Bruchert

## Payment Instructions:

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