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Major Tier 1 Automotive Supplier Hitachi liquidating Equipment from Former Manufacturing Line

Online Auction

11:00am MST on Thursday 9th February 2023

Hitachi Astemo

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

Asset Locations:

1150 Mayde Rd, Berea, Kentucky, United States, 40403

4400 N Superior Dr, USMCP1 Hitachi Astemo Muncie Site, Muncie, Indiana, United States, 47303

6181 West Airport Road, USGFW Hitachi Astemo Mt. Comfort Warehouse, Greenfield, Indiana, United States, 46140

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

955 Warwick Rd, Harrodsburg, Kentucky, United States, 40330

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

4400 N Superior Dr, USMCP1 Hitachi Astemo Muncie Site, Muncie, Indiana, United States, 47303

1150 Mayde Rd, Berea, Kentucky, United States, 40403

4400 N Superior Dr, USMCP1 Hitachi Astemo Muncie Site, Muncie, Indiana, United States, 47303

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

Lot #	Description	Current Bid	Notes
105164.1	STATOR A/B TEST STAND	\$50.00	
105353.1	CNC WIRE BENDER	\$50.00	
105587.1	STATOR A/B DOUBE PRESS HEAD (105366)	\$50.00	
402.1	Shot Blast #2	\$50.00	
1	Enco 7" Bandsaw	\$125.00	
202.1	Load Station	\$50.00	
201.1	Weld Dust Vacuum Machine	\$50.00	
219.1	Leak Test Machine	\$50.00	
200.1	Keihin Air Leak Tester Machine	\$50.00	
105202.1	DOUBLE PRESS HEAD COIL FORMER	\$50.00	
2	Westward 15" Drill Press	\$100.00	
3	Honda HSS928CTD Snowblower	\$425.00	
105202	DOUBLE PRESS HEAD COIL FORMER	\$1,000.00	
105203	LOT OF 2 YASKAWA ROBOTS AND CNC COIL FORMER	\$19,500.00	
105164	STATOR A/B TEST STAND	\$1,000.00	
105353	CNC WIRE BENDER	\$1,500.00	
105396	STATOR A/B TRIPLE PRESS HEAD COIL FORMER	\$1,600.00	
105366	DOUBLE HEAD PRESS COIL FORMER	\$1,100.00	
105587	STATOR A/B DOUBE PRESS HEAD (105366)	\$1,000.00	
100	Advanced Manipulator Specialists Lift Assist	\$1,000.00	
200	Keihin Air Leak Tester Machine	\$500.00	
201	Weld Dust Vacuum Machine	\$500.00	
202	Load Station	\$500.00	
203	Heat Insert Machine	\$525.00	
204	Heat Insert Machine	\$525.00	
205	Path Press Machine	\$525.00	
206	Heat Insert Machine	\$525.00	
207	Heat Insert Machine	\$525.00	
208	Press Fit Machine	\$500.00	
209	Hydraulic Collar Press Machine	\$525.00	
210	Motoman HP20 robot	\$4,300.00	
211	Motoman HP20 robot	\$4,300.00	
212	Motoman HP20 robot	\$4,300.00	
213	Motoman HP20 robot	\$4,200.00	

Lot #	Description	Current Bid	Notes
214	Motoman HP20 robot	\$4,300.00	
215	Torque Station	\$1,600.00	
216	Torque Station	\$500.00	
217	Torque Station	\$500.00	
218	Torque Station	\$500.00	
219	Leak Test Machine	\$500.00	
220	Torque Station	\$500.00	
221	Belt Conveyor	\$500.00	
222	Bypass line	\$2,000.00	
223	Leak Test Station	\$500.00	
224	Bypass Torque Workstation	\$525.00	
225	Torque Driver Machine	\$525.00	
226	Torque Driver Station	\$500.00	
227	Keihin Torque Station	\$525.00	
300	650 ton Toshiba Molding Machine	\$4,500.00	
302	Extol Global Hot Press	\$250.00	
400	1200 gal. Stainless Steel Tank - Qty of 2	\$1,000.00	
401	Air Dryer	\$50.00	
402	Shot Blast #2	\$100.00	
403	Trim Press	\$250.00	
404	Floor Scale	\$50.00	
405	Ingot Loader	\$25.00	

Inspection Information:

All inspections are by appointment only.

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 Americas, Inc. ("Astemo USAM"); hereafter, as seller under this Agreement, each of Hitachi Astemo sites 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, Seller will notify Buyer by electronic mail and will deliver a Quitclaim Bill of Sale to be executed by Buyer and returned to Seller and which will describe the Goods (the "Bill of Sale"). 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

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 Kentucky 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 MERCER COUNTY, KENTUCKY. BUYER HEREBY SUBMITS TO PERSONAL JURISDICTION IN KENTUCKY 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. 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 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 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:

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 rules set out by seller. • Payment must be made in full before removal. Hitachi Astemo is not responsible for removal and that the Buyer is responsible to confirm all estimated rigging costs. Rigging will be done by Underwood - Contact Jim 317-783-9235

Payment Instructions:

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