

ONLINE AUCTION

CNC Sheet Metal Fabrication

448 Commerce Road, Vestal, NY 13850 (Lot 1)

36 West Lake Street, Northlake, IL 60164 (Lots 2-12)

Tuesday, April 9 – Thursday, April 11, 2013

(On-Line Bidding Only)

Auctioneer: David A. Muslin – License No. 441.001650

Auctioneer: Michael L. Ackerman – License No. 440.000539

Auctioneer: Joel L. Bersh – License No. 444.000826

PPL Group LLC – License No. 444.000322

18% BUYER'S PREMIUM IS IN EFFECT FOR ONLINE SALES!!

NO MERCHANDISE MAY BE REMOVED WHILE THE SALE IS IN PROGRESS!!!

ALTHOUGH INFORMATION HAS BEEN OBTAINED FROM SOURCES DEEMED RELIABLE, THE AUCTIONEER MAKES NO WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED, AS TO THE ACCURACY OF THE INFORMATION HEREIN CONTAINED. IT IS FOR THIS REASON THAT BUYERS SHOULD AVAIL THEMSELVES OF THE OPPORTUNITY TO MAKE INSPECTION PRIOR TO THE SALE.



3100 Dundee Road, Suite 915 | Northbrook, IL 60062

Ph: 224-927-5300 | Fax: 224-927-5311

sales@pplauction.com | www.pplauction.com

SYNOPSIS OF THE TERMS OF SALE

CNC Sheet Metal Fabrication

448 Commerce Road, Vestal, NY 13850 (Lot 1)

36 West Lake Street, Northlake, IL 60164 (Lots 2-12)

Tuesday, April 9 – Thursday, April 11, 2013

Everything is being sold for cash on an "AS IS", "WHERE IS" basis without warranties expressed or implied. All payments must be made by **wire transfer, cash, cashier's checks, or Company Checks. Company checks are only acceptable if accompanied by a bank letter of guarantee.**

ALL INVOICES MUST BE PAID IN FULL AT THE SALES CONCLUSION. Any merchandise not paid for by this time will be considered abandoned and may be resold by the auctioneer, any loss incurred in the resale to be borne by the original buyer.

CHECKOUT: Time permitting; auction personnel will be available at the conclusion of the sale for one (1) hour for the removal of purchases.

ALL ITEMS MUST BE OFF THE PREMISES BY Thursday, April 18, 2013 BY 4:00PM at which time our representative will leave the premises. All items remaining after this time **WILL BE** considered abandoned.

CHECKOUT/REMOVAL HOURS – Friday, April 12, 2013 thru Thursday, April 18, 2013 from 8:00AM – 4:00PM M-F ONLY with paid in full invoice.

NO MERCHANDISE MAY BE REMOVED WHILE THE SALE IS IN PROGRESS !!!
ALL SALES SUBJECT TO STATE AND LOCAL SALES TAX WHERE APPLICABLE
MACHINERY AND EQUIPMENT USED IN MANUFACTURING OR ASSEMBLING OF TANGIBLE PERSONAL
PROPERTY ARE EXEMPT FROM TAX IN THE STATE OF ILLINOIS – PLEASE COMPLETE ONSITE EXEMPTION
FORM OR PROVIDE EXEMPTION CERTIFICATE PRIOR TO INVOICING.

(8% NY SALES TAX APPLIES TO THIS SALE – LOT 1)
(9% IL SALES TAX APPLIES TO THIS SALE – LOTS 2 - 12)

18% BUYER'S PREMIUM IS IN EFFECT FOR ONLINE SALES!!

ALL BIDDERS MUST COMPLY WITH OUR CUSTOMARY "TERMS OF SALE" COPIES, WHICH ARE ATTACHED TO THIS CATALOG, AS WELL AS THROUGHOUT THE PREMISES.



3100 Dundee Road, Suite 915 | Northbrook, IL 60062

Ph: 224-927-5300 | Fax: 224-927-5311

sales@pplauction.com | www.pplauction.com

PPL AUCTION – General Terms of Sale

NOTICE: ALL BIDDERS AND OTHER PERSONS ATTENDING AUCTION SALES AGREE THAT THEY HAVE READ AND HAVE FULL KNOWLEDGE OF THESE TERMS AND AGREE TO BE BOUND THEREBY.

- REGISTRATION:** TO PARTICIPATE AT A **LIVE AUCTION**, ARRIVE AT THE AUCTION SITE EARLY. A REGISTRATION TABLE WILL BE SETUP WHERE YOU WILL OBTAIN YOUR BIDDER PADDLE. IF YOU ARE UNABLE TO ATTEND THE LIVE AUCTION AND WOULD STILL LIKE TO PARTICIPATE, LOGIN TO WWW.BIDSPOTTER.COM AND SEARCH FOR THE AUCTION YOU WISH TO PARTICIPATE IN (CONTROL + F). ONCE YOU LOCATE THE AUCTION, CLICK THE “SIGN UP” BUTTON. IF YOU HAVE REGISTERED WITH BIDSPOTTER IN THE PAST, ENTER YOUR USERNAME AND PASSWORD. IF YOU HAVE NEVER USED BIDSPOTTER, CLICK ON THE ‘REGISTER’ BUTTON. ENTER THE REQUIRED CONTACT INFORMATION AND SELECT A USERNAME AND PASSWORD AND SUBMIT FORM. YOU WILL RECEIVE AN EMAIL CONFIRMATION OF YOUR REGISTRATION FOR THE AUCTION WITH YOUR BIDDER PADDLE NUMBER. YOU WILL ALSO RECEIVE AN APPROVAL EMAIL FROM THE AUCTION HOUSE ONCE APPROVED. ON THE DATE OF THE AUCTION, LOGIN TO BIDSPOTTER WITH YOUR USERNAME AND PASSWORD. YOU WILL BE ABLE TO VIEW A PHOTO OF EACH LOT WHILE LISTENING TO THE LIVE AUDIO (IF AVAILABLE). BIDDERS ARE RECOMMENDED TO REGISTER 48 HOURS PRIOR TO THE SALE TO AVOID ANY ISSUES THAT MAY OCCUR.
- IDENTIFICATION:** ALL PURCHASERS ARE REQUIRED TO PROVIDE A GOVERNMENT ISSUED ID AND SHALL ALSO GIVE THEIR FULL NAME AND ADDRESS, AS WELL AS ANY AND ALL COMPANY INFORMATION WHEN PRESENT AT OUR AUCTION SITE IN ORDER TO REGISTER.
- PAYMENT:** INVOICES MUST BE PAID IN FULL AFTER SALE UNLESS OTHERWISE SPECIFIED. A BUYER'S PREMIUM OF 18% FOR ON-LINE BIDDERS WILL BE APPLIED TO YOUR INVOICE IN ADDITION TO THE SALES PRICE. THE BUYERS PREMIUM MAY CHANGE WITH EACH INDIVIDUAL AUCTION. ALWAYS REFER TO THE INDIVIDUAL TERMS WITH EACH OF OUR AUCTIONS. BUSINESS AND PERSONAL CHECKS WILL NOT BE ACCEPTED WITHOUT A LETTER OF GUARANTEE FROM YOUR BANK. NO MERCHANDISE WILL BE RELEASED UNTIL INVOICE IS FULLY PAID.
- TAXES:** PRICES MAY NOT INCLUDE ANY FEDERAL, STATE, OR LOCAL TAXES, WHICH ARE IN ADDITION TO THE PURCHASE PRICE AND MUST BE PAID BY PURCHASER. MACHINERY AND EQUIPMENT USED IN THE MANUFACTURING OR ASSEMBLY OF TANGIBLE PERSONAL PROPERTY FOR WHOLESALE OR RETAIL SALE ARE EXEMPT FROM TAX IN THE STATE OF ILLINOIS. OTHERWISE PURCHASER MUST FURNISH A TAX EXEMPTION CERTIFICATE, ANY SALES, USE, EXCISE, OR OTHER SIMILAR TAX, WHERE APPLICABLE, SHALL ALSO BE THE RESPONSIBILITY OF PURCHASER AND MAY, AT THE ELECTION OF PPL, BE ADDED TO THE QUOTED PURCHASE PRICE AND INVOICED BY PPL TO PURCHASER. THE FAILURE OF PPL TO INVOICE SUCH TAXES DOES NOT EXCUSE THE PURCHASER FROM RESPONSIBILITY FOR PAYING SAME. WHEN A SALE IS IN A STATE OTHER THAN THE STATE OF ILLINOIS, THERE WILL BE SPECIFIC INFORMATION RELATIVE TO THE SALES TAX RATES AND ANY EXEMPTION TO THE SPECIFIC AUCTION SALE AND WILL BE POSTED WITH EACH INDIVIDUAL AUCTION SALE ON OUR WEB SITE.
- REMOVAL:** EACH AUCTION WILL HAVE SPECIFIC INFORMATION RELATIVE TO THE TIMES OF REMOVAL. ALL ITEMS MUST BE OFF THE PREMISES BY A SPECIFIC TIME AND DATE. ALL ITEMS REMAINING AFTER THE SPECIFIED TIME WILL BE CONSIDERED ABANDONED.
- LIABILITY:** PURCHASES MAY BE REMOVED ONLY ON PRESENTATION OF PAID BILL. REMOVAL SHALL BE AT THE EXPENSE, RISK AND LIABILITY OF THE PURCHASER. AUCTIONEER SHALL NOT BE RESPONSIBLE FOR GOODS NOT REMOVED WITHIN THE TIME ALLOWED, BUT SHALL HAVE THE OPTION TO REMOVE AND STORE AT THE EXPENSE AND RISK OF THE PURCHASER ANY ARTICLE PURCHASED, BUT NOT PAID FOR AND REMOVED WITHIN THE TIME AFORESAID. A CERTIFICATE OF INSURANCE FOR \$1,000,000 IS REQUIRED FOR ALL RIGGERS AND SHOULD BE PRESENTED TO PPL GROUP LLC AT THE AUCTION SITE. IF YOU INTEND TO DO YOUR OWN RIGGING AND USE A POWERED VEHICLE IN THE PROCESS, YOU MUST HAVE A CERTIFICATE OF INSURANCE FOR \$1,000,000. IF YOU CAN MOVE YOUR PURCHASES BY HAND OR WITH A NON-POWERED ITEM, SUCH AS A CART, YOU DO NOT NEED TO PRESENT US WITH A CERTIFICATE OF INSURANCE. PERFECTION PLANT LIQUIDATIONS, LLC IS NOT A RIGGING COMPANY AND THEREFORE WILL NOT BE ABLE TO HELP WITH ANY RIGGING.
- MANNER OF PAYMENT:** ALL CHECKS FOR DEPOSIT AND BALANCES DUE SHALL BE PAYABLE TO THE ORDER OF PPL GROUP LLC. ALL BILLS MUST BE PAID TO REPRESENTATIVES OF THE AUCTIONEER AT THE FACILITY UNLESS OTHERWISE ANNOUNCED. THE FULL PURCHASE PRICE ON ALL LOTS SOLD TO THE SAME BUYER MUST BE PAID WITHIN THE TIME FIXED AND BEFORE REMOVAL OF ANY OF THE GOODS.
- ISSUANCE OF TITLE:** TITLES RELATIVE TO TITLED ASSETS PURCHASED WILL BE MAILED TO THE PURCHASER’S ADDRESS ON FILE AFTER PAYMENT HAS BEEN RECEIVED AND CLEARED.
- CONDITION OF ARTICLES SOLD:** NEITHER THE AUCTIONEER NOR THE SELLER SHALL BE RESPONSIBLE FOR THE CORRECT DESCRIPTION, GENUINENESS, AUTHENTICITY OF, OR DEFECT IN ANY LOT, AND MAKES NO WARRANTY IN CONNECTION THEREWITH. NO SALE SHALL BE SET ASIDE NOR ALLOWANCE MADE ON ACCOUNT OF ANY INCORRECTNESS, ERROR IN CATALOGING, OR ANY IMPERFECTION NOT NOTED. NO DEDUCTION ALLOWED ON DAMAGED ARTICLES, ALL ARTICLES BEING EXPOSED FOR PUBLIC EXHIBITION, AND SOLD "AS IS" AND WITHOUT RECOURSE. ARTICLES ARE NOT WARRANTED AS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, AND NO CLAIM MAY BE MADE BY PURCHASER RELATING TO THE CONDITION OR USE OF ARTICLES PURCHASED OR FOR PROXIMATE OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.
- SAFETY DEVICES:** ARTICLES PURCHASED MAY NOT INCORPORATE APPROVED ACTIVATING MECHANISMS, OPERATING SAFETY DEVICES OR SAFETY GUARDS, AS REQUIRED BY OSHA OR OTHERWISE. IT IS PURCHASER'S RESPONSIBILITY THAT ARTICLES



3100 Dundee Road, Suite 915 | Northbrook, IL 60062

Ph: 224-927-5300 | Fax: 224-927-5311

sales@pplauction.com | www.pplauction.com

PURCHASED BE SO EQUIPPED AND SAFEGUARDED TO MEET OSHA AND ANY OTHER REQUIREMENTS BEFORE PLACING SUCH ARTICLES INTO OPERATION.

11. **INDEMNIFICATION:** PURCHASER SHALL DEFEND AND INDEMNIFY AND HOLD AUCTIONEER AND SELLER HARMLESS FROM AND AGAINST ALL CLAIMS AND LIABILITIES RELATING TO THE CONDITION OF, REMOVAL OF, OR USE OF THE ARTICLES PURCHASED OR FAILURE OF USER TO FOLLOW INSTRUCTIONS, WARNINGS OR RECOMMENDATIONS OF THE MANUFACTURER, OR TO COMPLY WITH FEDERAL, STATE, AND LOCAL LAWS APPLICABLE TO SUCH ARTICLES, INCLUDING OSHA REQUIREMENTS, AND ENVIRONMENTAL PROTECTION AGENCY REQUIREMENTS, OR FOR PROXIMATE OR CONSEQUENTIAL DAMAGES, COSTS OR LEGAL EXPENSES ARISING THEREFROM.
12. **CLAIMS:** NO CLAIMS WILL BE ALLOWED AFTER REMOVAL OF GOODS FROM PREMISES OR LEFT ON PREMISES PAST ALLOWED TIME LIMIT.
13. **RESPONSIBILITY FOR NON-DELIVERY:** NEITHER THE AUCTIONEER NOR THE SELLER, IN ANY EVENT, SHALL BE LIABLE FOR NON-DELIVERY OR FOR ANY OTHER MATTER OR THING, TO ANY PURCHASER OF ANY LOT, OTHER THAN FOR THE RETURN TO THE PURCHASER OF THE DEPOSIT OR SUM PAID ON SAID LOT, SHOULD THE PURCHASER BE ENTITLED THERETO.
14. **COMPLIANCE WITH TERMS OF SALE:** IN DEFAULT OF PAYMENT OF BILLS IN FULL WITHIN THE TIME THEREIN SPECIFIED, THE AUCTIONEER IN ADDITION TO ALL OTHER REMEDIES ALLOWED BY LAW MAY RETAIN ALL MONIES RECEIVED AS DEPOSIT OR OTHERWISE, AS LIQUIDATED DAMAGES. LOTS NOT PAID FOR AND REMOVED WITHIN THE TIME ALLOWED HEREIN MAY BE RESOLD AT PUBLIC OR PRIVATE SALE WITHOUT FURTHER NOTICE, AND ANY DEFICIENCY, TOGETHER WITH ALL EXPENSES AND CHARGES OF RESALE INCLUDING LEGAL FEES, WILL BE CHARGED TO THE DEFAULTING PURCHASER.
15. **RISK TO PERSON AND PROPERTY:** PERSONS ATTENDING DURING EXHIBITION, SALE OR REMOVAL OF GOODS ASSUME ALL RISKS OF DAMAGE OF OR LOSS TO PERSON AND PROPERTY AND SPECIFICALLY RELEASE THE AUCTIONEER AND SELLER FROM LIABILITY THEREFORE. NEITHER THE AUCTIONEER NOR HIS PRINCIPAL SHALL BE LIABLE BY REASON OF ANY DEFECT IN OR CONDITION OF THE PREMISES ON WHICH THE SALE IS HELD.
16. **ADDITION TO OR WITHDRAWAL FROM SALE:** THE AUCTIONEER RESERVES THE RIGHT TO WITHDRAW FROM SALE ANY OF THE PROPERTY LISTED OR TO SELL AT THIS SALE PROPERTY NOT LISTED, AND ALSO RESERVES THE RIGHT TO GROUP ONE OR MORE LOTS INTO ONE OR MORE SELLING LOTS OR TO SUBDIVIDE INTO TWO OR MORE SELLING LOTS. WHENEVER THE BEST INTEREST OF THE SELLER WILL BE SERVED, THE AUCTIONEER RESERVES THE RIGHT TO SELL ALL THE PROPERTY LISTED, IN BULK.
17. **SALE BY ESTIMATED WEIGHT, COUNT OR MEASURE:** WHEN ITEMS ARE SOLD BY ESTIMATED WEIGHT, COUNT OR MEASURE, THE PURCHASER WILL BE BILLED FOR AND REQUIRED TO PAY FOR THE ESTIMATED WEIGHT, COUNT OR MEASURE. IF, UPON DELIVERY, ANY SHORTAGE EXISTS, THE PURCHASER WILL RECEIVE A REFUND AT THE RATE OF PURCHASE. IF THERE BE AN EXCESS, THE PURCHASER WILL BE REQUIRED TO TAKE AND PAY FOR SUCH EXCESS, AT THE RATE OF PURCHASE. (SEE PARAGRAPH 4 FOR TIME AND GUARANTEE LIMITATION.)
18. **DISPUTE BETWEEN BIDDERS:** IF ANY DISPUTE ARISES BETWEEN TWO OR MORE BIDDERS, THE AUCTIONEER MAY DECIDE THE SAME OR PUT THE LOT UP FOR SALE AGAIN AT ONCE, AND RESELL TO THE HIGHEST BIDDER. THE AUCTIONEER'S DECISION SHALL BE FINAL AND ABSOLUTE.
19. **RESERVE:** THE AUCTIONEER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. ON LOTS UPON WHICH THERE IS A RESERVE, THE AUCTIONEER OR HIS ASSIGNED AGENTS, SHALL HAVE THE RIGHT TO BID ON BEHALF OF THE SELLER.
20. **RECORDS:** THE RECORD OF SALE KEPT BY THE AUCTIONEER AND BOOKKEEPER WILL BE TAKEN AS FINAL IN THE EVENT OF ANY DISPUTE.
21. **INDEPENDENT CONTRACTOR:** THE AUCTIONEER IS ACTING AS AN INDEPENDENT CONTRACTOR ONLY AND IS NOT RESPONSIBLE FOR THE ACTS OF ITS PRINCIPALS OR SELLERS.
22. **ADDITIONAL TERMS AND CONDITIONS:** THE AUCTIONEER MAY ADD OTHER TERMS AND CONDITIONS OF SALE, SUCH ADDITIONAL TERMS AND CONDITIONS TO BE ANNOUNCED PRIOR TO THE AUCTION AND ALSO POSTED WITH THE SPECIFIC AUCTION.



3100 Dundee Road, Suite 915 | Northbrook, IL 60062

Ph: 224-927-5300 | Fax: 224-927-5311

sales@pplauction.com | www.pplauction.com

Catalog for Auction:CNC Sheet Metal Fabrication Facility

This catalogue is meant merely as a guide. The auctioneer does not warrant the genuineness, accuracy or count of any items described herein.

Lot Num	Description	Lot Num	Description
1	Nisshinbo 30 Ton CNC Turret Punch Model HIQ 1250, S/N 12016		
2	Nisshinbo 22 Ton, 37 Station CNC Turret Punch Model HTP-1000, S/N HTP-98034		
3	Nisshinbo 22 Ton, 37 Station CNC Turret Punch Model HTP-1000, S/N HTP-97007		
4	Metalsoft Fabrivation II Flat Part Measurement & Digitizing System, S/N 2019		
5	LOT: (1) Stanley Vidmar 13-Drawer Cabinet, with Punch Tooling		
6	LOT: (1) Stanley Vidmar 17-Drawer Cabinet, with Punch Tooling		
7	LOT: (1) Stanley Vidmar 9-Drawer Cabinet, with Punch Tooling		
8	LOT: (1) Stanley Vidmar 9-Drawer Cabinet, with Punch Tooling		
9	LOT: (1) Lista 13-Drawer Cabinet, with Punch Tooling		
10	Roper Whitney Pneumatic Insertion Press Model HIP 600 Profab, S/N 234-2-89		
11	Roper Whitney Pneumatic Insertion Press Model HIP 600 Profab, S/N 224-3-89		
12	Rockford 60 Ton OBI Press Model 60-W, S/N 6408-70		

ALL IS SOLD "AS-IS,WHERE-IS"-NO WARRANTIES EXPRESSED/IMPLIED