

Unlimited Communications Auction Buyer's Guide

1123 E. Vine St. Lodi, California 95240

Auction Thursday, December 19, 2024 at 10:00 am, PT Inspection Wednesday, December 18, 2024 9:00 am – 4:00 pm, PT

WEBCAST ONLY

IMPORTANT INFORMATION

BUYER'S PREMIUM: Online buyers will be charged a 13% Buyer's Premium.

PAYMENT INFORMATION: 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, ACH Transfer, Cash, Money Order, Cashier's Check, or Company Check. Company checks are only acceptable if accompanied by a bank letter of guarantee.

ALL INVOICES MUST BE PAID UPON RECEIPT: 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.

SALES TAX: All sales subject to state and local sales tax of 8.25 % where applicable. Sales tax will be charged on the total purchase price of an item, which includes the Buyer's Premium. If tax exempt, buyer will be required to complete the taxexempt form for the state that the auction is being held.

REMOVAL: All items must be removed by Friday January 3, 2025, by 4:00 pm, PT at which time our representative will leave the premises. All items remaining after this time WILL BE considered abandoned.

CHECKOUT/REMOVAL HOURS (WITH PAID IN FULL INVOICE):

Friday, December 20 - Friday, January 3 Monday - Friday 8:00 am - 4:00 pm Weekends by appointment only NO HOURS ON DECEMBER 25 OR DECEMBER 31

NO MERCHANDISE MAY BE REMOVED WHILE THE SALE IS IN PROGRESS! ALL BIDDERS MUST COMPLY WITH OUR CUSTOMARY "TERMS OF SALE" COPIES, WHICH ARE ATTACHED TO THIS CATALOG, AS WELL AS THROUGHOUT THE PREMISES.

> PPL GROUP LLC 105 Revere Drive, Suite C Northbrook, IL 60062 224-927-5320 sales@pplauctions.com www.pplauctions.com

PPL AUCTIONS - 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.

If you make a commitment to buy or your bid is the winning bid, or is otherwise accepted, you enter into a legally binding contract with the Auctioneer and are obligated to purchase the item.

- 1. **REGISTRATION:** To register, login to the bidding platform indicated for the auction 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 in the past, enter your username and password. If you have never used the platform, 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 the platform with your username and password. You will be able to view a photo of each lot while listening to the live audio (if available). It is recommended that Bidders register 48 hours prior to the sale to avoid any issues that may occur.
- 2. **PAYMENT:** Items must be paid in full upon receipt of invoice. A Buyer's Premium of 13% applies, unless otherwise noted. Sales tax will be charged on the total purchase price of an item, which includes the Buyer's Premium. The Buyer's Premium may change with each individual auction. Always refer to the individual terms. All payments must be made by wire transfer, ACH transfer, cash, money order, cashier's check, or company check. Company checks are only acceptable if accompanied by a bank letter of guarantee. No merchandise will be released until invoice is fully paid.
- 3. **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. Sales tax will be charged on the total purchase price of an item, which includes the Buyer's Premium. 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 in the Buyer's Guide.
- 4. **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. Buyers of items remaining on premises after the specified date may be assessed a storage fee of up to \$100 per day, plus reasonable out-of-pocket expenses incurred by auctioneer to make item(s) available to be picked up after the specified date.
- 5. **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 is required for all riggers and should be sent to PPL Group LLC before any removal is allowed. If you intend to do your own rigging and use any kind of powered/motorized equipment in the process, you must have a certificate of insurance. Contact PPL Group LLC for insurance requirements for specific auction. 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. PPL Group LLC is not a rigging company and therefore will not be able to help with any rigging.
- 6. **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.
- 7. **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.
- 8. **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.
- 9. **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 purchased be so equipped and safeguarded to meet OSHA and any other requirements before placing such articles into operation.
- 10. **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.
- 11. **CLAIMS:** No claims will be allowed after removal of goods from premises or left on premises past allowed time limit.
- 12. **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.
- 13. **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.
- 14. **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.
- 15. **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.
- 16. **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.)
- 17. **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.
- 18. **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.
- 19. **RECORDS:** The record of sale kept by the auctioneer and bookkeeper will be taken as final in the event of any dispute.
- 20. **INDEPENDENT CONTRACTOR:** The auctioneer is acting as an independent contractor only and is not responsible for the acts of its principals or sellers.
- 21. **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.

SOME LOTS MAY BE SOLD SUBJECT TO CONFIRMATION, PRIOR SALE AND/OR DELIVERY DATE. PLEASE CONTACT AUCTIONEER FOR MORE INFORMATION

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

Lot Number	Description
1	LOT: Ditch Witch HX30 Vacuum Excavator, (2) 150 Gallon Tanks, (1) 800 Gallon Tank
2	2016 PJ Utility Trailer, Approx. 20' (TRAILER ONLY, VIN: NOT LEGIBLE)
3	2017 Felling Utility Trailer, VIN: 5FTCE2923J001577, Approx. 20' (TRAILER ONLY)
4	2013 Felling 20' Utility Trailer, VIN: 5FTEE2121E1000986
5	2018 Big Tex 14 XL Dump Trailer, VIN: 16VDX142XJ5022465
6	Chamberlin 24' Utility Trailer, VIN: 1C13CS321E55X8970 (Cracked Frame & Missing Two Tires)
7	2016 Wells Cargo 15' Van Trailer, VIN: 575200F25JU354043
8	2003 Double Reel Cable Reel Trailer
9	2001 Weiss T2658 Cable Reel Trailer
10	Glenn SE-SR3 Cable Reel Trailer
11	Slabach Cable Reel Trailer
12	2017 Wanco WTSB Arrow/Light Trailer, VIN: 5F11S1011H1005497
15	2020 Ditch Witch HX50 Vacuum Excavator, S/N: DWPHX50XLE0000403, 1538 Hours Indicated, 4" and 6" Valves, (2) 150 Gallon Plastic Tanks, (1) 800 Gallon Tank, w/Charles Machine Works VT24 Trailer, VIN: 1DST722M3L1701839
16	2020 Ditch Witch HX50 Vacuum Excavator, S/N: DWPHX50XPL0000390 1332 Hours Indicated, 4" Valves, (2) 150 Gallon Plastic Tanks, (1) 800 Gallon Tank, w/Charles Machine Works VT24 Trailer, VIN: 1DST722M5L1701809
17	2020 Ditch Witch HX30 Vacuum Excavator, S/N: DWPHX30XAL0001079, N/A Hours, 4" Valves, (2) 150 Gallon Plastic Tanks, (1) 800 Gallon Tank, w/Charles Machine Works VT24 Trailer, VIN: 1DST722M5L1701793
18	2008 Vermeer Vac Tron PMD855DT Vacuum Excavator, VIN: 5HZBF19208LF82147
19	Camel Vac Vacuum Excavator, VIN: 97910181, 1923 Hours Indicated (POOR CONDITION)
20	Sterling LTA9000 Vacuum Trailer, VIN: 1FDZS96WXWVA18885, 300 Gallon Tank, Hotsy Power Washer
21	2005 Vermeer TR-75 Vacuum Excavator, VIN: 1M9FE1225CS284571, w/2012 McElrath Trailer, 12,185 Hours Indicated
22	2019 Ditch Witch HX50 Vacuum Excavator (NO MOTOR, USED FOR PARTS ONLY)
23	2008 Peterbilt Vacuum Truck, VIN: 2NPLHM6X09M772332 (DITCH WITCH VACUUM NEEDS TO BE INSTALLED BACK ONTO TRUCK)
24	2006 Peterbilt Tractor, VIN: 2NPLLZ9X97M684979, 300,590 Miles Indicated (MIXERS NOT INCLUDED, DEAD BATTERY)
25	2019 Vermeer D24/40 Crawler Multi Directional Drill, Approx. 500' of Rod, 3277 Hours Indicated
26	2018 Vermeer D23/30 Directional Drill, Approx. 300' of Rod, 3287 Hours Indicated
27	2002 Vermeer Navigator Direction Drill, Approx. 175' of Rod, 2867 Hours Indicated
28	2017 Ditch Witch JT25 Direction Drill, S/N: DWPJT25XEH0000641, 2491 Hours Indicated, w/2020 Ditch Witch FM13X Attachment, Includes Trailer, VIN: NMC235EFXD4250603
29	2017 Ditch Witch JT2020 Mach 1 Directional Drill, 132 Hours Indicated, Approx 470' of Rod, Product ID#: CMWJ2020A80000914 (TRAILER IS NOT INCLUDED)

30	Ditch Witch JT2720 Directional Drill, Approx. 490' of Rod, 9936 Hours Indicated (TRAILER NOT INCLUDED)
31	2006 Ingersoll Rand Tow Behind Air Compressor, VIN: 4FVCBBBA26U367009, 5438 Hours Indicated
32	LeeBoy 250 Seal Pot/Asphalt Crack Sealer, VIN: 1B9AA1112K1309021
33	2012 Magnum MLT3060M Light Tower w/Trailer, VIN: 5AJLS1419CB214963, 4258 Hours Indicated
34	2018 Yanmar VI050-6A Mini Excavator, S/N: YMRVIO50LJAJ60799, 3095 Hours Indicated
37	2015 CAT CB24B Vibratory Drum Roller, S/N: CATCB24BJ2X400408, 1282 Hours Indicated
38	2014 JCB 8018CTS Mini Excavator, S/N: JCB08018V0Z2335038 (CURRENTLY INOPERABLE)
39	2018 CAT 420E Loader Backhoe, S/N: CAT0420EJHLS03915 (NO MOTOR)
40	2019 Mustang NXT3 Skid Steer, S/N: MMC175RTD00131403 (NO MOTOR)
41	2021 CAT BP115C Skid Steer Sweeper Attachment
42	2020 Sno-Way Series 26 Snowplow
43	2019 Paladin LAD5413-0022 Skid Steer Attachment for Grinding Concrete
44	2015 Yale GLV050VX Forklift, 4,700 Lb. Capacity, S/N: A910V09267E, 3-Stage Mast, Side Shift, Propane, Solid Tires, 15,348 Hours Indicated
45	Vermeer MX240 Mud Mixer, S/N: 1VR6120P3FF003383
46	Vermeer MX240 Mud Mixer, S/N: 1VR6120P7GF003792
47	2007 Ditch Witch FM13 Mud Mixer, S/N: CMFWM13XH70000446
48	2013 Ditch Witch FM5 Mud Mixer, S/N: CMFWFM5XXKD0001496
49	Lincoln Electric Ranger 10,000 Welder, 495 Hours Indicated
50	2001 Target Saws 6510QM18 Concrete Saw, S/N: 02290
51	2017 Target Saws CT-3003 Concrete Saw, S/N: 6505QM14-786C
52	2022 Leer Truck Cap for Ford F250 Pick Up Truck
53	Better Built Fuel Tank
54	CIMC 40' Shipping Container (NO CONTENTS)
55	CIMC 40' Shipping Container (NO CONTENTS)
56	Conex 20' Shipping Container (NO CONTENTS)
57	Hudson General 40' Shipping Container (NO CONTENTS)