

# C A T A L

# blackbird

In conjunction with





# **Online Auction**

Bidding Closes: September 29, 2015 10:00 AM











Blackbird Asset Services, LLC 5586 Main Street Suite 204 Williamsville, NY 14221 716-632-1000 www.blackbirdauctions.com

#### **Auction Bidder Agreement**

#### Bidder and Auctioneer agree that the Terms and Conditions listed below shall govern this Online Auction sale:

- 1. All persons seeking to register to bid must present a valid credit card to register online. In addition, Auctioneer reserves the right to verify the validity of all cashier's checks or certified funds drawn from lending institutions.
- 2. The "Bidder" becomes a "Buyer" upon the closing of the lot and the Auctioneers acceptance of their bid on one or more items in the Auction sale.
- 3. FULL PAYMENT must be made immediately for your purchase at the Auction. Following the Auction you will receive an invoice via email that will detail your winning bids. Your payment should be made in the form of: Credit Card, or wire transfer (see wire instructions on invoice). Online purchasers will be required to contact our office immediately upon receipt of your invoice to arrange payment by wire transfer or credit card. WE DO NOT AUTOMATICALLY CHARGE YOUR CREDIT CARD. Cash and company checks accepted AT OUR OFFICES ONLY September 30 and October 1, checks if accompanied by a bank letter of guarantee. SAMPLE BANK LETTER: Dear Sirs, (BANK NAME) irrevocably guarantees payment in full to Blackbird Asset Services, LLC by (BUSINESS NAME) drawn on account (NUMBER) up to the amount of \$(DOLLARS) to purchase items at the Ashton Potter auction sale on September 29, 2015. This letter of guarantee is valid until October 3, 2015. Regards, (BANK REPRESENTATIVE, TITLE, BANK NAME, CONTACT INFORMATION).
- 4. Items left unpaid for more than 48 hours will be resold at the risk and expense of the Buyer. In the event that a Buyer fails to pay the entire purchase price (in addition to the Buyer's premium and any applicable tax) within 48 hours or otherwise fails to comply with these Terms and Conditions, Auctioneer and the Seller will retain any deposit paid without notice. Auctioneer and the Seller reserve the right to resell such items without notice, and the defaulting Buyer shall be liable to Auctioneer and Seller for any resulting deficiency, including costs incurred in storing and reselling such items.
- 5. Auctioneer shall charge and collect from each Buyer a Buyer's premium of 18% for each sale at the Auction, in addition to the purchase price as bid. Buyers that pay by credit card will be charged a 3% convenience/credit card fee in addition to any buyers premiums so noted.
- 6. All items in the Auction shall be sold to the highest bidder; provided, however, that some items may be auctioned with minimum reserve prices, and/or subject to Seller's right of confirmation. Auctioneer reserves the right to reject any bid that is only a minimal increase over the preceding bid, that is not commensurate with the value of the item being offered or that Auctioneer believes was made illegally or in bad faith. Further, Auctioneer may bid at the Auction either for its own account or on behalf of the Seller or a third party. All sales are final. No returns or refunds will be permitted for any reason whatsoever.
- 7. Collection of sales taxes will be in accordance with the laws of New York State, Erie County (8.75%). Auctioneer reserves the right to charge and collect tax on all purchases, shifting the burden of determining any 'tax exempt' status to the purchaser (if applicable). In such case tax refunds will be issued by the respective state. Some items in this sale may be subject to U.S. export control regulations.
- 8. For any purchase paid in cash with a value of \$10,000 or greater, Buyer is required to complete US Treasury Dept. form #8300 at the time of purchase.
- 9. Removal and shipment of purchased items will be the sole responsibility of the Buyer. Removal will be BY APPOINTMENT ONLY. When you contact our office to pay your invoice, arrangements can be made for pick up and removal. Ashton Potter will load purchases onto purchasers truck and assumes no liability. Additional charges will apply to any buyer that holds over or requests additional time to remove their purchases. ALL PURCHASES MUST BE REMOVED BY OCTOBER 9 WITHOUT EXCEPTION.
- 10. The Buyer becomes fully responsible for, and assumes all risk of loss and damage to items purchased until items are removed from the Auction site whether or not the removal deadline has passed. If the Buyer does not remove an item within the announced removal period, Auctioneer and the Seller may, in their sole discretion, deem the item to have been abandoned by the Buyer and the Buyer will have no further rights with respect to the item.
- 11. In the event of any dispute concerning the winning bid price for an item, the record kept by Auctioneer shall control. In any dispute between two or more bidders, the Auctioneers decision shall be absolute and final.
- 12. ALL ITEMS ARE SOLD AS IS, WHERE IS AND WITH ALL FAULTS. NEITHER SELLER NOR AUCTIONEER MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY, VALUE OR CONDITION OF ANY ITEM. AUCTIONEER AND SELLER EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- 13. No sale shall be invalidated by reason of any defect or inaccuracy in any description or listing, and no liability shall be borne by the Auctioneer with respect to such errors. All information has been obtained from sources generally believed to be reliable, but the accuracy cannot be guaranteed or warranted by the Auctioneer.
- 14. The aggregate respective liability of Seller or Auctioneer in respect of any other loss or damage suffered by a Buyer and arising out of or in connection with these Terms and Conditions or arising out of or in any way connected with a Buyer's participation in the Auction, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed (i) in the case of the Seller, the amount of the purchase price paid by the Buyer; and (ii) in the case of the Auctioneer, the Buyer's premium paid by the Buyer, in each case in respect of the goods which are the subject of the claim.
- 15. Buyers acknowledge that an Auction site or the Seller's site is a potentially dangerous place. Flammable, noxious, corrosive and pressurized substances may be present. Heavy equipment may be operated, and electrical circuits may be live. Every person enters such site at his or her own risk with notice of the condition of the premises and the activities that will be or have been conducted on the premises. Buyers shall so advise their agents and employees. No person shall have any claim against Auctioneer, the Seller or their respective agents or employees for any injuries sustained or for damages to or loss of person or property that may occur at such site.
- 16. These Terms and Conditions are incorporated and merged with any sale specific Terms and Conditions that may be distributed via our online bidding site and or at the physical auction location.

Terms and Conditions for online auction of assets surplus to the ongoing operations of Ashton Potter, September 29, 2015.

# **BUYER'S PREMIUM**

A BUYER'S PREMIUM OF 18%
OF THE BID PRICES WILL BE
ADDED TO THE BID PRICE FOR
EACH LOT FOR BUYER'S WHO
PAY IN THE FORM OF CASH,
CASHIER'S CHECK, COMPANY
CHECK (WITH A LETTER OF
GUARANTEE) OR WIRE
TRANSFER.

AN ADDITIONAL 3% CONVENIENCE CHARGE WILL APPLY FOR BUYERS WHO PAY VIA CREDIT CARD.

### **NO WARRANTIES:**

Every item and lot in this auction is sold: (a) "AS-IS, WHERE-IS AND WITHOUT RECOURSE," and (b) with no warranties, guarantees or representation of any kind or variety, whether expressed, implied or otherwise.

## **PAYMENT**

FULL PAYMENT must be made immediately for your purchase at the Auction. Following the Auction you will receive an invoice via email that will detail your winning bids. Your payment should be made in the form of: Credit Card, or wire transfer (see wire instructions on invoice). Online purchasers will be required to contact our office immediately upon receipt of your invoice to arrange payment by wire transfer or credit card. WE DO NOT AUTOMATICALLY CHARGE YOUR CREDIT CARD. Cash and company checks accepted AT OUR OFFICES ONLY September 30 and October 1

Visa and Mastercard will be accepted at this auction.

## **BUYER'S PREMIUM**

BUYER'S PREMIUM OF 18% WILL BE ADDED TO THE BID PRICE FOR EACH LOT FOR BUYER'S WHO PAY IN THE FORM OF CASH, CASHIER'S CHECK, COMPANY CHECK (WITH A LETTER OF GUARANTEE) OR WIRE TRANSFER. THOSE PAYING WITH A CREDIT CARD WILL BE CHARGED 3% IN ADDITION TO THE BUYERS PREMIUM.

## **SALES TAX**

SALES TAX OF 8.75% MUST BE CHARGED TO ALL PURCHASERS UNLESS THE ITEMS ARE FOR RESALE OR USE IN MANUFACTURING. Purchaser must supply a current N.Y. FORM ST-120 OR ST-121, along with a copy of their N.Y. Sales Tax Certificate of Authority (form DTF-17-A). Out of state purchasers will be charged sales tax, which can be refunded upon receipt of a bill of lading from a common carrier evidencing out of state shipment.

Blackbird reserves the right to charge sales tax on ANY purchase and require the purchaser to file with NYS for a refund.

# REMOVAL DATES

for Ashton Potter, Buffalo, New York

# ARE

## BY APPOINTMENT ONLY

Ashton Potter will load purchases onto purchasers truck and assumes no liability

# ALL purchases MUST be removed by October 9, 2015 WITHOUT EXCEPTION

Please contact our office at 716-632-1000 or by email at <a href="mailto:info@blackbirdauctions.com">info@blackbirdauctions.com</a> to make an appointment for your rigger to gain access to the facility and remove your purchases.



#### Ashton Potter 9/29/2015

#### LOT#

#### MBO Folder

MBO B30 eight page folding section, folder model B30-2-30/4, SN 07/03. This lot is located at 2855 Broadway, Buffalo, NY. Quantity: 1



#### LOT#

#### 5 Vacuumatic Counter

Vacuumatic paper counter- table top, SN 14200. This lot is located at 2855 Broadway, Buffalo, NY Quantity: 1



#### **Parmatec Perferator**

Pamatec perferator type BPA 9070-1047, SN 2012-015, 230/400 v, 50Hz, 1995. This lot is located at 2855 Broadway, Buffalo, NY.





#### **6 Strapping Machine**

Automatic Taping Systems Ultra-Sonic 2000-R automatic strapping machine, 19 1/2" wide x 10" height, model US2000AB, SN 971322. This lot is located at 2855 Broadway, Buffalo, NY Quantity: 1



#### Core Feeder

Holmdale Precision / Vectr Systems core feeder model 23414, SN CL08010017, with amphamation feeded bowl (SN A4285), 2001. This lot is located at 2855 Broadway, Buffalo, NY.

Quantity: 1



#### 7 Strapping Machine

Automatic Taping Systems Ultra-Sonic 2000 strapper, 4" min, 13" max open top, adjustable, model US2000LB, SN 971501. This lot is located at 2855 Broadway, Buffalo, NY Quantity: 1



#### Vacuumatic Counter

Vacuumatic paper counter with stand, SN 14468. This lot is located at 2855 Broadway, Buffalo, NY. Quantity: 1



#### 8 Wulftec Wrapper

Wulftec pallet stretch wrapper, 58" rotary table, unit dismantled. This lot is located at 10 Curtwright Drive, Williamsville, NY Quantity: 1



#### LOT#

#### Stream Feeder

Thiele Stream Feeder ST1250 card feeder model RD, SN 09065408. This lot is located at 10 Curtwright Drive, Williamsville, NY Quantity: 1



#### LOT#

#### 14 Stairs

Cross-over stair, 50" platform height, total height 92", crossover ID 46", 48" overall, 24" wide. This lot is located at 10 Curtwright Drive, Williamsville, NY Quantity: 1



#### 10 Ink Jet Labeler

VideoJet SR-50 ink jet labeling system with control and monitor, SN 3E50H96582. This lot is located at 10 Curtwright Drive, Williamsville, NY Quantity: 1



#### 15 Jib Crane

Pendent style free standing jib crane, base plate 3' diameter, 14" post diameter, 18' height, 9' jib beam, 1 ton Coffing hoist. Unit dismantled. This lot is located at 10 Curtwright Drive, Williamsville, NY Quantity: 1



#### 11 VideoJet Ink Jet

VideoJet Excel series 170i small character Ink Jet Marker model Excel/170i, SN 196A12025. This lot is located at 10 Curtwright Drive, Williamsville, NY Quantity: 1



#### 16 Water Filter

Priscotech reverse osmosis water filter and tank, 57" tall x 24" diameter tank, SN 33417299. This lot is located at 2855 Broadway, Buffalo, NY Quantity: 1



#### 12 Conveyor

Power Feed conveyor: 10' length x 33" wide rollers, 1 7/8 @ 2" spacing. This lot is located at 10 Curtwright Drive, Williamsville, NY Quantity: 1



#### 17 Water Filter

Amtrol water filter and tank system, 86 gallon, 44" H x 22" diameter, SN 13426013. This lot is located at 10 Curtwright Drive, Williamsville, NY Quantity: 1



#### 13 Conveyor

Lot- Galv frame gravity feed roller conveyor, adjustable height, 1 1/2" diameter rollers @ 2" spacing: (2) 8' x 16", (1) 6' x 16", (2) 4' x 16". This lot is located at 10 Curtwright Drive, Williamsville, NY Quantity: 1



#### 18 Vacuum Oven

Cole-Parmer StableTemp Vacuum oven model 05053-10, 0.7 cu ft (10" x 10" x 12" chamber), 95-428 degrees f, 120V, 5A, 600W, 50/60Hz, 1pl, with pump and stand. This lot is located at 10 Curtwright Drive, Williamsville, NY Quantity: 1



#### 19 Safe

LOT#

Diebold upright safe, 38" W x 24.5"deep x 70 3/4" height, two door. This lot is located at 10 Curtwright Drive, Williamsville, NY Quantity: 1

#### 20 **Equipment Rack**

Great Lakes network equipment rack, 24" height, 24" deep, SN 06-11329, with 3COM 3300 xm switch 3C16985B superstack. This lot is located at 10 Curtwright Drive, Williamsville, NY Quantity: 1



#### **Heat Exchanger**

2003 Kalte Muschler plate style heat exchanger model GL-13P1-12, SN DE03-230994/1. This lot is located at 10 Curtwright Drive, Williamsville, NY Quantity: 1



#### **Rotoflex Components** 22

RotoFlex control components, RotoFlex model REV4M (SN URC00353). This lot is located at 10 Curtwright Drive, Williamsville, NY Quantity: 1



#### 23 **Referigration Unit**

Refrigeration unit and coil, Tecumseh, SN 403019. This lot is located at 10 Curtwright Drive, Williamsville, NY. Inventory #9 This lot is located at 10 Curtwright Drive, Williamsville, NY Quantity: 1



#### LOT#

#### **Gearbox and Motor**

Lot- Gearbox and motor for Rotoflex -Reliance 7.5 HP motor, Catep type IB.222.N.300.2.SPL gearbox. This lot is located at 10 Curtwright Drive, Williamsville, NY Quantity: 1



#### Motor

Simpletrol motor and drive, brand new. This lot is located at 10 Curtwright Drive, Williamsville, NY Quantity: 1



#### 26 **Components**

Lot- Machine components: rewind table, dart controllers with foot switches. This lot is located at 10 Curtwright Drive, Williamsville, NY Quantity: 1



#### Didde Press Unit

Didde-Glaser press unit model PU1117B, SN 113B-81. This lot is located at 10 Curtwright Drive, Williamsville, NY Quantity: 1



#### Lot Scrap

Lot- Scrap metal: chain link fence, conveyor parts, machine components. This lot is located at 10 Curtwright Drive, Williamsville, NY Quantity: 1

