



# SEALED BID SALE BIDDERS PACKET

## Sealed Bid Sale – 3V Nutsche Filter

Aaron Industrial Solutions is accepting bids on behalf of our clients for the following assets.

### Bid Close:

December 2, 2022 - 10 AM CST

### Location:

Muskegon, MI

To inspect material or for additional information contact:

**Sam Bersh | [sbersh@aaronauctions.com](mailto:sbersh@aaronauctions.com) | 847.830.5635**

**Bidder Information:** \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Phone Number

**X**

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Date

Seller reserves the right to reject any and all bids. Only the successful bidder will be notified of awards. Payment is due upon notification of award. All sales will be charged sales tax unless resale tax exemption certificate accompanies payment or is on file with Aaron Industrial Solutions. Equipment is to be removed from property within ten (10) days at buyer's expense. Seller description of material is best available information, seller provides no express warranties and/or guarantees as to the quantity, quality, and/or fitness for any use or purpose. Aaron Industrial Solutions encourages all bidders to inspect material prior to placing bids. \*\*\*\*PLEASE SUBMIT THIS COVER PAGE WITH ALL BIDS\*\*\*\*

Company

Bidder Name

## Sealed Bid Sale – 3V Nutsche Filter



3V Tech SPA Filtro 1000 FPP/FF Filter Agitated Nutsche Filters. 316 Stainless Steel. Capacity 10,946.99 square feet. Internal rated 50 psi / FV at 212 degrees F. 10.17 Square meter filtering area. 10.79 Cubic meter product volume. Hydraulic power pack with 7.5hp, xp motor. 3/60/460 Volt.



**Bulk Bid:** I would like to make a bid on the entire lot list: \$

## Aaron Industrial Solutions LLC, Sealed Bid – 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.

**PAYMENT:** ITEMS MUST BE PAID IN FULL UPON RECEIPT OF INVOICE. A BUYER'S PREMIUM OF 18% FOR ON-LINE BIDDERS WILL BE APPLIED TO YOUR INVOICE IN ADDITION TO THE SALES PRICE. 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 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. 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 AIS, be added to the quoted purchase price and invoiced by AIS to Purchaser. The failure of AIS 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 IS REQUIRED FOR ALL RIGGERS AND SHOULD BE PRESENTED TO AARON INDUSTRIAL SOLUTIONS 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. CONTACT AARON INDUSTRIAL SOLUTIONS 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. AARON INDUSTRIAL SOLUTIONS 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 AARON INDUSTRIAL SOLUTIONS LLC. ALL BILLS MUST BE PAID VIA WIRE TRANSFER OR 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.

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

**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. THIS INDEMNIFICATION SHALL SURVIVE DELIVERY OF THE ARTICLES TO PURCHASER AND ANY SUBSEQUENT SALE OR OTHER TRANSFER OF THE GOODS TO A THIRD PARTY

**CLAIMS:** NO CLAIMS WILL BE ALLOWED AFTER REMOVAL OF GOODS FROM PREMISES OR LEFT ON PREMISES PAST ALLOWED TIME LIMIT.

**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.

**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.

**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.

**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.

**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.)

**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.

**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.

**RECORDS:** THE RECORD OF SALE KEPT BY THE AUCTIONEER AND BOOKKEEPER WILL BE TAKEN AS FINAL IN THE EVENT OF ANY DISPUTE.

**INDEPENDENT CONTRACTOR:** THE AUCTIONEER IS ACTING AS AN INDEPENDENT CONTRACTOR ONLY AND IS NOT RESPONSIBLE FOR THE ACTS OF ITS PRINCIPALS OR SELLERS.

**GOVERNING LAW:** ALL INVOICES AND THESE TERMS AND CONDITIONS SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF ILLINOIS. THE PARTIES AGREE THAT VENUE FOR ANY CLAIM OR CONTROVERSY ARISING FROM OR RELATING TO INVOICES, THESE TERMS AND CONDITIONS OR THE PERFORMANCE OR BREACH THEREOF SHALL BE EXCLUSIVELY LAID AND LIMITED TO THE STATE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL DISTRICT OF DU PAGE COUNTY, ILLINOIS.

**Force Majeure:** Auctioneer shall not be deemed in default with respect to the performance of any of the terms, if otherwise is unable to fulfill its obligations hereunder due to or because of any: (a) strike or lockout; (b) civil commotion, war-like operation, invasion, rebellion, terrorist act, hostilities, military or usurped power, sabotage, or acts of governmental; (c) flu, epidemic, serious illness or plagues, disease, emergency or outbreak; (d) widespread power failure or internet disruption; or (e) hurricane, tornado, flood, mudslide, fire, act of God, or any other cause that is beyond the control of Auctioneer.

**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. IF THESE ADDED TERMS AND CONDITIONS ARE IN CONFLICT WITH, OR INCONSISTENT WITH ANY PROVISION IN THESE TERMS AND CONDITIONS THE ADDED TERMS AND CONDITIONS SHALL GOVERN AND CONTROL.

**Force Majeure:** We will not be liable for any delay or failure or deemed to be in default under these Terms and Conditions if such delay or failure results from circumstances which are not foreseeable or are beyond our control, such as acts of God, strikes, war, fire, floods, terrorist acts, earthquake, explosion, governmental expropriation or governmental law or regulation.

Participants agree to comply with all applicable export or import control or related laws or regulations and not to violate any applicable local, state, national or international law, statute, ordinance, rule or regulation. We reserve the right to cancel or rescind any sale at any time if we determine, in our sole discretion that the sale does or may violate applicable export or import control or related laws or regulations.

Bidders shall examine or inspect items prior to the sale. 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 QUALITY, VALUE, NATURE OR CONDITION OF ANY ASSET. AUCTIONEER AND SELLER EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Neither Auctioneer nor seller shall be liable for any damages of any type or nature (whether in contract, tort or otherwise) sustained or claimed by any bidder or any other person or entity in connection with the sale. Without limiting the foregoing, in no event shall Auctioneer's liability to any bidder for any act or omission occurring in connection with the auction exceed the amount that such bidder has actually paid to Auctioneer as a deposit or as payment for a purchased item.

**Choice of Law & Venue:** ALL DISPUTES RELATING TO THESE TERMS AND CONDITIONS SHALL BE EXCLUSIVELY GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS. EACH PARTICIPANT HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS, IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THEIR ENFORCEABILITY. EACH PARTICIPANT ACKNOWLEDGES THAT WE WOULD NOT PERMIT THE PARTICIPANT TO REGISTER AS A BUYER OR SELLER IF THE TERMS OF THIS SECTION 13 WERE NOT VALID, BINDING AND ENFORCEABLE.