**Complete Plant Closure of J.S. Paluch - In conjunction with Ziff Capital**

**Mar 22, 2023, 11am EST**

**Inspection:** 1 Day Preview - Monday, March 20, 2023/ Appointments Required (1-hr

blocks) 8 AM – 4 PM. Call Jamie at 248-602-1980 to arrange an appointment.

**Removal:** Small items that can be carried out should be removed immediately after the auction

or at the latest, the week after the auction. All items must be removed by March 31,

2023, unless otherwise discussed and approved by Levy Recovery Group, LLC (“LRG”). Any

item not removed by April 7, 2023, will be deemed abandoned and ownership will revert to the

seller, J.S. Paluch Co., Inc. (“Seller”).

**Shipping:** Shipping and Transportation is the responsibility of the buyer.

Terms: 18.5% Buyer’s Premium online. All purchases are required to have a Buyer

number. The Buyer number will be valid for this Auction only and may be received in the

Auction office. The Auctioneer reserves the right to withdraw from sale any of the items listed or

to sell at this Auction items listed, and reserves the right to group one or more lots, or to

subdivide into two or more lots. Whenever the best interest of the Seller will be served, the

Auctioneer reserves the right to sell all the items listed in bulk.

At this auction, and for every auction LRG conducts, we consider a sale as the following: "When

the auctioneer asks for a bid, we consider that an offer, and when the attendee raises his or her

paddle, or bids in any manner the bidder sees fit, we consider that an acceptance of the offer."

In other words, a bidder’s affirmative action in acceptance of auctioneer’s offer is binding on the

bidder, subject to the terms hereof. By participating in the Auction, each bidder agrees to the

terms and conditions hereof, without qualification.

If any dispute arises between two or more bidders, the Auctioneer shall have the sole discretion,

in consultation with the Seller, to make a final determination as to the winning bidder or, in the

alternative, to immediately put the lot up for sale again and resell to the highest bidder. When

items are to be sold by estimated count, measure, or weight, the Buyer will be billed for and

required to pay for the estimated count, measure, or weight. If any shortage exists at the time of

removal, the Buyer will receive a refund at the rate of purchase. If there is an excess, the Buyer

will be required to accept and pay for this excess based on the rate of purchase. The

The Auctioneer reserves the right to reject any and all bids. No lots have a reserve.

The Auctioneer and Seller are not responsible for the correct description, authenticity,

genuineness of, or defect in, any lot and make no warranties, expressed or implied, in respect of

any items to be sold in the Auction. Upon delivery of any item to Buyer or Buyer’s agent, Seller

shall be deemed to have sold, assigned, transferred, conveyed, and delivered to Buyer all of

Seller's rights, titles, and interests in and to that purchased item. Buyer acknowledges and

agrees that the purchased item is being transferred and conveyed in its “AS IS AND WITH ALL

FAULTS” condition and without any representation or warranty, express or implied, except as

provided herein. No allowance will be made, or sale set aside, on account of any omissions,

imperfections, or errors in cataloguing of items for sale. No deductions will be allowed on

damaged articles as all goods are being sold “AS IS AND WITH ALL FAULTS” without warranty,

expressed or implied. A deposit of at least 25% of the entire purchase price is required at time.

of purchase. This deposit may be made at the time of registration. Any deposit in excess of the

Buyer’s purchases at the auction will auction will be promptly returned.

Everything will be sold to the highest bidders for cash, in accordance with the auctioneers these

Terms of Sale. You can also request a copy of these terms and conditions by email to

Accounting@levyrecovery.com.

Your bid constitutes your binding obligation to purchase the item being auctioned, subject to the

terms hereof. Place a bid only if you intend to buy the item. Bids are in US dollars. LRG makes

every attempt to accurately describe all items at the auction sale, there are always possibilities

of errors occurring. It is important to know this fact if you plan on placing a Proxy Bid or if you

plan on bidding over the WEB.

Please inspect before you bid and remember, everything is sold “AS IS AND WITH ALL

FAULTS” and without any representation or warranty, express or implied, except as provided

herein. Additional information obtained by LRG regarding any item being auctioned will be

posted on the WEB or announced during the auction process.

Payments by all successful bidders can pay by credit card (3% fee applied Mastercard & Visa,

5% Amex and Discover), check (certified preferred or personal with bank letter), or wire transfer.

All successful bidders will receive their invoices via email from LRG the day after the Auction.

Payments are to be made within 72 hours of the close of the Auction close. Payments not

received will be cancelled and reported for nonpayment. These terms and conditions are

incorporated into every invoice issued to successful bidders.

**Taxes:** All successful bidders will be responsible for sales taxes which will be added to your

invoice unless an exemption certificate is supplied prior to invoicing.

**Refunds:** No refunds or adjustments will be made once an item has been removed from the

auction site. All refunds and adjustments are solely at the discretion of LRG after consultation

with the Seller.