



**INTEGRA**  
ASSET SOLUTIONS

# SealedBid

**Denso Manufacturing**  
Maryville, TN

Submission Deadline: **May 5, 2023, 5:00 pm ET**

Send to: [mark@integra-as.com](mailto:mark@integra-as.com)

Dear Bidder,

Integra Asset Solutions (Integra) is pleased to offer for sale the assets listed on the [Sealed Bid Form](#) of this bid package. Interested parties will have the option to bid on all the machinery & equipment in either a single bulk bid or on an individual basis.

### Location of Assets

All of the machinery & equipment is located at Denso Manufacturing of Tennessee, 1720 Robert C. Jackson Drive, Maryville, TN (the "Facility"). Denso is continuing operations in other locations.

Inspections are by appointment only. To schedule your visit, contact Mark Reynolds at (708) 765-3989 or [mark@integra-as.com](mailto:mark@integra-as.com).



### Bid Requirements/Procedures

All bids, subject to the [Terms & Conditions](#) within this document, must (i) be received in the [Sealed Bid Form](#) no later than **May 5, 2023, at 5:00 ET to [mark@integra-as.com](mailto:mark@integra-as.com)**, and (ii) be accompanied by a deposit of 10% of the bid amount remitted by wire transfer (banking account information will be provided upon request, submit banking inquiries to [info@integra-as.com](mailto:info@integra-as.com).)

Integra will notify the winning bidders no later than May 8, 2023. Deposits from the winning bidders will be applied to their purchase and shall be non-refundable. Deposits from unsuccessful bidders will be returned no later than May 10, 2023.

**All assets must be removed from the facility no later than August 31, 2023.**

### Determination of Highest or Otherwise Best Bid

Integra shall determine, in its sole and absolute discretion, which bid it deems to be the highest or otherwise best bid, keeping in mind that the highest bid for an Asset may not be the otherwise best bid. Integra further reserves the right, in its sole and absolute discretion, to reject at any time prior to signing a bill of sale, without liability, any bid that Integra deems to be inadequate or insufficient, or not in conformity with the requirements of the procedures set forth herein or the [Terms & Conditions](#).

The selection of a winning bidder shall be within the business judgment of Integra. Integra will be deemed to have accepted a bid only when the purchase price for such asset has been paid in full and Integra and the winning bidder have executed a [Bill of Sale](#).

Please do not hesitate to contact us with any questions.

Best regards,

Mark Reynolds  
Partner & Managing Director  
Integra Asset Solutions, LLC

## Sealed Bid Form

<u>Lot</u>	<u>Description</u>	<u>Bid Amount</u>
1	<p><a href="#">Minster E2-1200-120-60 Eccentric Geared Straight-Side Transfer Press</a>, S/N 30799 (New 2011), Stroke: 12" (305mm), Shut Height (SDAU): 44" (1118mm), Slide Adjustment: 12" (305mm), Speed: 25 - 45 SPM, Bolster Area: 120" x 60", Slide Face Area: 70.8" x 27.6", with Wayne Trail WTTS-II Through Window Transfer System, Die Change System, 10.8" Bolster Plate (275mm), Air Clutch &amp; Brake, Hydraulic Overload Protection, Automatic Counterbalance Adjustment, Mechanical Bed Knockout System, Slide Knockout Cylinders, Bed Draw Cushion, Adjustable Die Safety Blocks, (4) Vibro-Dynamics Isolator Mounts, Complete Sound Enclosure, Allen-Bradley 1500P Touchscreen PLC, B&amp;R Touch Screen Automation Panel, Pedestal Mounted Dual Palm Button Operation, 125-kW Main Motor, Press is Pit Mounted</p>	
2	<p><a href="#">Aida PK-3000 3000-Ton Knuckle Joint Press</a>, S/N 10330-0001, Stroke: 9.8" (250mm), Die Height: 44.09" (1120mm), Slide Adjustment: 1.18" (30mm), Speed: 25 – 40 SPM, Bolster Area: 47.24" x 47.24" (1200mm x 1200mm), Slide Face Area: 47.24" x 47.24" (1200mm x 1200mm), Transfer Feed Stroke: 7.87" (200mm), Transfer Clamp Stroke: 3.97" (100mm), w/ Transfer System, Die Change System, (2) TSW (Aida) Programmable Timing Switches, Digital Die Height Indicator, 150-kW Main Motor</p>	
3	<p><a href="#">Aida PK-1500 1500-Ton Knuckle Joint Press</a>, S/N 10315-0010 (New 1998), Capacity: 1500-Ton (14700-kN), Stroke: 9.84" (250mm), Die Height: 44.1" (1120mm), Slide Adjustment: 0.79" (20mm), Speed: 25-40 SPM, Bolster Area: 47.2" L-R x 47.2" F-B (1200mm x 1200mm), Bolster Thickness: 11.8" (300mm), Slide Face Area: 47.2" L-R x 47.2" F-B (1200mm x 1200mm), Floor to Top of Bolster: 15.75" (400mm), Transfer Feed Stroke: 7.87" (200mm); Transfer Clamping Stroke: 3.93" (100mm), Bed Knockout (Mechanical): 735 kN (75-Ton); Stroke: 75mm; Diameter of Knockout Pin: 80mm, Installed 2nd Stage (Center); Capacity of Pin Lifter: 9.8 kN (1-Ton) In Common w/ Bed Knockout Pin, Overall Dimensions (From GA Drawing): 216" L-R x 216" F-B x 372" H (Including Pit); Height Above Floor Line: 292"; Pit Depth: 80", Total Weight: 260,000-Lbs (130-Ton), with 2-Axis Transfer System, Die Change System, Helm Loadgard PTM Series Control, (2) TSW (Aida) Programmable Timing Switches, Digital Die Height Indicator, 125-HP DC Main Motor, 3PH/60Hz/480V</p>	

<u>Lot</u>	<u>Description</u>	<u>Bid Amount</u>
4	<p><a href="#">Aida CFT-1200 1200-Ton 4-Stage Cold Forging Transfer Press</a>, S/N 6100-0045 (New 1998), Capacity: 1200-Ton (11760-kN), Capacity of Each Stage: 600-Ton (5880-kN), Stroke: 11.81" (300mm), Die Height: 30.31" (770mm), Slide Adjustment: 1.18" (30mm), Speed: 25-40 SPM, Bolster Area: 72.84" L-R x 35.43" F-B (1850mm x 900mm), Bolster Thickness: 10.8" (275mm), Slide Face Area: 70.87" L-R x 27.56" F-B (1800mm x 700mm), Floor to Top of Bolster: 23.6" (600mm), Number of Stages: 4; Distance Between Stages: 17.7" (450mm); Transfer Feed Stroke: 8.86" (225mm); Transfer Clamping Stroke: 8.86" (225mm), Slide Knockout Specifications (Pneumatic): 1st Stage – 29.4 kN (3-Ton); 2nd Stage – 19.6 kN (2-Ton); 3rd &amp; 4th Stages – 98 kN (10-Ton Each); Stroke (All Stages): 100mm; Diameter of Knockout Pins (All Stages): 50mm, Bed Knockout (Mechanical): 588 kN (60-Ton) @ Total Stage; 3rd &amp; 4th Stages – 294 kN (30-Ton Each); Stroke: 70mm; Diameter of Knockout Pins (3rd &amp; 4th Stages): 70mm, Installed 3rd &amp; 4th Stages; Capacity of Pin Lifter: 9.8 kN (1-Ton); Attachment of Pin Lifter – In Common w/ Bed Knockout Pin, Die Cushion (Pneumatic): 294 kN (30-Ton); Stroke: 100mm; Diameter of Cushion Pin: 50mm; Installed 1st Stage, Overall Dimensions (From GA Drawing): 293" L-R x 200" F-B x 378" H (Including Pit); Height Above Floor Line: 296"; Pit Depth: 83", Total Weight: 420,000-Lbs (210-Ton), with w/ 2-Axis Transfer System, Die Change System, Helm Loadgard Control, (2) TSW (Aida) Programmable Timing Switches, Digital Die Height Indicator, 125-HP DC Main Motor, 3PH / 60HZ / 480V</p>	
5	<p><a href="#">Asahi Sunac SF450-6L Universal Transfer Type 6-Die Cold Former</a>, S/N NA (New 2013), Forging Pressure: 4500-kN, Number of Forging Stations: 6, Max Cut Off Diameter (Tensile Strength: Below 600 N/mm<sup>2</sup>; 33mm), Cut Off Length: 20mm – 200mm, K.O. Length (Same for #1-#6): 210mm – 30 mm, Shank Length (Same for #1-#6): 210mm – 30 mm, P.K.O. Length: 130mm – 70mm, Die Size (Same for #1-#6): 150mm Diameter x 300mm Length, Punch Size: (Same for #1-#6): 120mm Diameter x 300mm Length, Front Dead Center Size: 90mm, Shear Die Size: 100mm Diameter x 150mm Length, Cutter Die Size: 100mm Diameter x 40mm Length, Die Center Distance: 165mm, Crank Stroke: 450mm, Production Speed: 35-70 Pieces per Minute, Main Drive Motor: 110-kW (Inverter), Machine Weight: 110-Ton</p>	
6	<p><a href="#">Sakamura BPF-560 UL 6-Station 5-Die Cold Former</a>, S/N NA, Heading Stage Number: 5-Stages (Cutting/Pusher Process Not Included), Nominal Pressure: 270,000-kgF (8MM Before Beating Point), Each Process (Max): 170,000-kgF, Continuous Work Energy: ABT. 16,00- kgM, Cutting Wire Diameter: 14.5 to 30mm (Material Tensile Strength: 55-kgF/mm<sup>2</sup> or Less), Cutting Load (Max): 32,000-kgF, Cutting Length: 20 to 200mm, Cutting System: Bush Cutter w/ Pusher Device, Cutting Speed: 0.63-M/Sec (@ 60-SPM), Stroke: 60-SPM (Note: Production Speed Decrease Rate 5% or Less; 50-SPM Pulley Attached), Knife Edge Size: 80 x 37(T)mm, Quill Size: 75 x 100(T)mm, Punch Size: 95.25 x 290(T)mm, Die Size: 139.7 x 300(T)mm, Die Center: 168mm, Die Block Thickness: 320mm, K.O. Amount: 30 to 210mm, K.O. Capacity (Max): 27,000-kgF, P.K.O. Amount: 110mm (Service: 130mm) – Individual Lever Type; 53mm (Service: 63mm), P.K.O. Capacity (Max): 13,500-kgF, Ram Stroke: 450mm, Main Motor: AC 90-kW(6P/480V/60HZ) TEFC Type, Multi-Plate Air Clutch, Weight (Approx): 73,000-kG</p>	

<u>Lot</u>	<u>Description</u>	<u>Bid Amount</u>
7	<a href="#">Sakamura PF-3180 3-Die Slug Header</a> , (New 1998), Nominal Pressure: 8000-kN, Cutting Wire Diameter: 45mm (Material Tensile Strength: 500-N/mm <sup>2</sup> or less), Cutting Length: D/2-100, Cutting System: Bush cutter w/ Pusher Device, Knife Edge Size: 134.5mm Dia. x 44mm T, Coil Size: 130mm Dia. x 150mm Long, Punch Size: 130mm Dia. x 310mm Long, Die Sizes (Dia. x Length): 190mm x 300mm (#1); 220mmx300 (#2); 270mm x 300mm (#3), Core Distance: 276mm, Max P.K.O. Amount: 32mm (Actual 41.6mm), Max K.O. Amount: 100mm, Ram Stroke: 300mm, Speed: 45 – 65 SPM, Main Motor: 160-kW DC, with Uncoiler & Straightener, Opeator Control Console, Dimensions (Approx): 5.0m x 8.9m x 3.1m; Weight: 150,000-kG	
8	<a href="#">Takisawa TCC-2000G L3 CNC Lathe</a> , S/N TXBR51505 (New 2016), Max Turning Diameter: 13.8", Max Turning Length: 11.4", Bar Capacity: 2", with Automated Parts Loading System, Fanuc Oi-TD CNC Control, Coolant System, Chip Conveyor	
9	<a href="#">Takisawa TCC-2000G L3 CNC Lathe</a> , S/N TXBR51506 (New 2016), Max Turning Diameter: 13.8", Max Turning Length: 11.4", Bar Capacity: 2", with Automated Parts Loading System, Fanuc Oi-TD CNC Control, Coolant System, Chip Conveyor	
10	<a href="#">Takisawa TCC-2000G L3 CNC Lathe</a> , S/N TXBP41351 (New 2016), Max Turning Diameter: 13.8", Max Turning Length: 11.4", Bar Capacity: 2", with Automated Parts Loading System, Fanuc Oi-TD CNC Control, Remote Pendant Control, Coolant System, Chip Conveyor, 208-Volt	
11	<a href="#">Takisawa TCC-2000G L3 CNC Lathe</a> , S/N TXBT51479 (New 2016), Max Turning Diameter: 13.8", Max Turning Length: 11.4", Bar Capacity: 2", with Automated Parts Loading System, Fanuc Oi-TD CNC Control, Remote Pendant Control, Coolant System, Chip Conveyor, 208-Volt	
12	<a href="#">Takisawa TCC-2000G L3 CNC Lathe</a> , S/N TXBR41352 (New 2016), Max Turning Diameter: 13.8", Max Turning Length: 11.4", Bar Capacity: 2", with Automated Parts Loading System, Fanuc Oi-TD CNC Control, Remote Pendant Control, Coolant System, Chip Conveyor, 208-Volt	
13	<a href="#">Takisawa TCC-2000G L3 CNC Lathe</a> , S/N TXBR41353 (New 2016), Max Turning Diameter: 13.8", Max Turning Length: 11.4", Bar Capacity: 2", with Automated Parts Loading System, Fanuc Oi-TD CNC Control, Remote Pendant Control, Coolant System, Chip Conveyor, 208-Volt	
14	<a href="#">Mitutoyo MACH-3A 653 High-Speed, Horizontal Spindle Type, In-Line Coordinate Measuring Machine</a> , S/N 30224311 (New 2013; Last Calibrated August 2022), 23.6" x 19.7" x 11.8" Measuring Range, with Renishaw TP7M Probe, Enclosure	
15	<a href="#">Mitutoyo MACH-3A 653 High-Speed, Horizontal Spindle Type, In-Line Coordinate Measuring Machine</a> , S/N 30234311 (New 2013; Last Calibrated August 2022), 23.6" x 19.7" x 11.8" Measuring Range, with Renishaw TP7M Probe, Enclosure	

<u>Lot</u>	<u>Description</u>	<u>Bid Amount</u>
16	<p><a href="#">UBF AS-5-22.8-40-V 492-Ton Die Cast Machine</a>, (WO# 14121; Rebuilt by DCP in 2016), Nomial Locking Force: 500-Ton, Distance Between Tie Bars: 26" x 26" (660mm x 660mm), Platen Dimensions: 42" x 42" (1070mm x 1070mm), Tie Bar Diameter: 5.5" (140mm), Pump Motor: 50-HP (460-Volt), Die Thickness: 12" - 32" (310mm to 810mm), Die Stroke: 22" (560mm), Shot Cylinder Stroke: 16.8" - 22.8", Shot Cylinder: 5" Bore, 3.5" Rod, Shot Position: 7" (175mm), Ejection Cylinder: 6.7" Bore x 3.15" Rod; 4.1" Bore x 4.3" Rod, Initial Shot Cylinder Force (@ 1500-PSI: 14.5-Ton, Final (Intensi ed) Shot Cylinder Force (@ 4500-PSI): 44-Ton, Ejection Force: 24-Ton, with Schaefer Melt Furnace (S/N 7-1019-1148; New 2020; Asset #PDC-1865), Rimrock Ladler, (2) Motoman DX100 / MH50 CNC Spray &amp; Extraction Robots, Neff Hydraulic Trim Press (S/N 12813), Shotblast, Donaldson Torit Mist Collector, Overall Dimensions: 28'6"L x 7'6"W x 9'H; Weight (Dry): 22-Ton</p>	
17	<p><a href="#">Toyo BD-500V4-T 492-Ton Die Cast Machine</a>, S/N NA (New 2011), Locking Force: 492-Ton (4903-kN), Distance Between Tie Bars: 29.4" x 29.4" (748mm x 748mm), Platen Dimensions: 42" x 42" (1070mm x 1070mm), Tie Bar Diameter: 5.9" (150mm), Pump Motor: 50-HP (37-kW), Die Height: 13.8" - 33.5" (350mm to 850mm), Die Stroke: 22" (580mm), Shot Force: 48.7-Ton (486-kN), Intensification Ratio: 1 : 2.3, Shot Plunger Stroke: 22.8", Plunger Tip Penetration: 9.8" (250mm), Shot Position: 7" (175mm), Ejection Force: 25-Ton (251.4-kN), Ejection Stroke: 4.3" (0 - 110mm), with Lindberg/MPH Type 62-CHB201816-SP 1300 Deg F Melt Furnace (S/N 201451; New 2007; PDC-1130), Toyo KD1-65Ms-N Ladler, Toyo PLCS-10 Control, Motoman DX100 / MH50 CNC Robot, Hydraulic Trim Press, Shotblast (PDC-1165), Overall Dimensions: 24'6"L x 8'W x 9'6"H x; Weight (Dry): 22-Ton</p>	
18	<p><a href="#">Toyo BD-500V4-T 492-Ton Die Cast Machine</a>, S/N 4083121(New 2011), Locking Force: 492-Ton (4903-kN), Distance Between Tie Bars: 29.4" x 29.4" (748mm x 748mm), Platen Dimensions: 42" x 42" (1070mm x 1070mm), Tie Bar Diameter: 5.9" (150mm), Pump Motor: 50-HP (37-kW), Die Height: 13.8" - 33.5" (350mm to 850mm), Die Stroke: 22" (580mm), Shot Force: 48.7-Ton (486-kN), Intensification Ratio: 1 : 2.3, Shot Plunger Stroke: 22.8", Plunger Tip Penetration: 9.8" (250mm), Shot Position: 7" (175mm), Ejection Force: 25-Ton (251.4-kN), Ejection Stroke: 4.3" (0 - 110mm), with Lindberg/MPH Type 62-CHB-182016L 1300 Deg F Melt Furnace (S/N 211390; New 2011), Toyo KD1-65Ms-N Ladler, Toyo PLCS-10 Control, Motoman DX100 / MH50 CNC Robot, Hydraulic Trim Press, Shotblast, Overall Dimensions: 24'6"L x 8'W x 9'6"H x; Weight (Dry): 22-Ton</p>	
19	<p><a href="#">AFC-Holcroft Gas-Fired Roller Hearth Type Annealing Furnace</a>, Job #63826 (New 2016), Size I.D.: 57"W x 315"L x 56"H, Max Temp: 1652°F (900°C), Heat/Hold Operating Temp: 1355°F (735°C), Control Cool Temp: 1355°F to 1238°F (735°C to 670°C), Heat Chamber: 2-Zone x 26'L, Cooling Chamber: 26'L, Designed Process Rate: 4000-Lbs per Hour, Utility Drops: Natural Gas - 5350 CFH @ 15 PSI; Nitrogen - 3500 CFH @ 40 PSI; Endo Gas - 1000 CFH @ 15" WC, Nitrogen &amp; Endothermic Gas Atmosphere, Lining: Walls &amp; Roof - Light Weight Fiber Refractory; Floor - Brick, 3/60/460V, with 23'L Charge &amp; Discharge Tables, Allen-Bradley PanelView Plus 1250 PLC, Honeywell Multitrend SX Multipoint Recorder, (2) Honeywell UDC Digital Over Temperature Controls, Gas Fired Radiant Tube Burners, (2) Circulation Fans in Heat Chamber (PAC-0100-2)</p>	

<u>Lot</u>	<u>Description</u>	<u>Bid Amount</u>
20	<a href="#">AFC-Holcroft Gas-Fired Roller Hearth Type Annealing Furnace</a> , Job #CJ-4697, Size I.D.: 57"W x 315"L x 56"H, Max Temp: 1652°F (900°C), Heat/Hold Operating Temp: 1355°F (735°C), Control Cool Temp: 1355°F to 1238°F (735°C to 670°C), Heat Chamber: 2-Zone x 26'L, Cooling Chamber: 26'L, Designed Process Rate: 4000-Lbs per Hour, Utility Drops: Natural Gas - 5350 CFH @ 15 PSI; Nitrogen - 3500 CFH @ 40 PSI; Endo Gas - 1000 CFH @ 15" WC, Nitrogen & Endothermic Gas Atmosphere, Lining: Walls & Roof - Light Weight Fiber Refractory; Floor - Brick, 3/60/460V, with 23'L Charge & Discharge Tables, Allen-Bradley PanelView Plus 1250 PLC, Honeywell Multitrend SX Multipoint Recorder, (2) Honeywell UDC Digital Over Temperature Controls, Gas Fired Radiant Tube Burners, (2) Circulation Fans in Heat Chamber (PAC-0100-1)	
21	<a href="#">AFC-Holcroft Gas-Fired Roller Hearth Type Annealing Furnace</a> , Size I.D.: 57"W x 315"L x 56"H, Max Temp: 1652°F (900°C), Heat/Hold Operating Temp: 1355°F (735°C), Control Cool Temp: 1355°F to 1238°F (735°C to 670°C), Heat Chamber: 2-Zone x 26'L, Cooling Chamber: 26'L, Designed Process Rate: 4000-Lbs per Hour, Utility Drops: Natural Gas - 5350 CFH @ 15 PSI; Nitrogen - 3500 CFH @ 40 PSI; Endo Gas - 1000 CFH @ 15" WC, Nitrogen & Endothermic Gas Atmosphere, Lining: Walls & Roof - Light Weight Fiber Refractory; Floor - Brick, 3/60/460V, with 23'L Charge & Discharge Tables, Allen-Bradley PanelView Plus 1250 PLC, Honeywell Multitrend SX Multipoint Recorder, (2) Honeywell UDC Digital Over Temperature Controls, Gas Fired Radiant Tube Burners, (2) Circulation Fans in Heat Chamber	
22	<a href="#">AFC-Holcroft EZ-4500 Natural Gas Direct Fired Endothermic Gas Generator</a> , S/N 63827 (New 2016), Max Chamber Temp: 1950°F (1066°C), Normal Chamber Temp: 1900°F (1038°C), Endo Capacity: 4500-SCFH @ 20" WC, Natural Gas: 1100-SCFH, 3PH/60HZ/480 Volt, w/ SSi Operator Interface & System Monitor, SSi Overtemperature Controller, Ssi Gas Sample System	
23	<a href="#">Ransohoff Leanveyor Stainless Steel High-Production 2-Stage Washer</a> , S/N 5810 (New 2017), Engineered & Built for High-Production, Work Opening: 2-3/4" Part Height, Conveyor Width: Dual 8" Belts, Thru Rate: 2400-Parts per Hour, per Lane, Conveyor Speed: 20-FPM, Wash Pump Motor: 3-HP Stainless Steel Gusher, Wash Pump Flow Rate: 100-GPM @ 70-PSI, Wash Tank: 580-Gallon. Wash Tank Heat: 160°F Electric Watlow, Stainless Steel Filtration: 50u Bag, Regenerative Blow-Off: 750-CFM @ 50"SP, Heated Blow-Off: 2000-CFM @ 8"SP Temperature 180°F, Insulation: 1" Thick, with Stainless Steel Tanks / Housing / Solution Piping, Wash, Regenerative Blow-Off, Heated Blow-Off, Allen Bradley PLC, Liquid Level Control, Electric Heat, Easy Access Doors, Safety Guards, Emergency Stop, 3-Phase / 480-Volt, Dimensions (Approx)" 22'9"L x 7'9"W	

## Bidder Information

### Contact Info

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### Company Info

Company Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Shipping Address (if different than above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

The undersigned agrees that the Terms & Conditions of Sale, including all supporting documentation in this Sealed Bid Package provided by Integra Asset Solutions, LLC, a copy of which has been received by the undersigned, form an integral part of and are incorporated in this offer as if restated in their entirety.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Form Bill of Sale

This Bill of Sale (this "Bill of Sale"), is executed and delivered as of \_\_\_\_\_, 2023, by Integra Asset Solutions, LLC (the "Seller"), to \_\_\_\_\_ (the "Purchaser").

WHEREAS, Purchaser executed a sealed bid package with Integra Asset Solutions, LLC dated \_\_\_\_\_ a copy of which is attached hereto as Sealed Bid Form (the "Bid Package").

WHEREAS, Seller agreed to sell, convey, transfer, assign, and deliver to Purchaser the assets set forth on attached Sealed Bid Form (the "Transferred Assets").

NOW, THEREFORE, for the consideration in the amount of \_\_\_\_\_ and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

**Section 1. Defined Terms.** All initially capitalized terms used but not defined herein have the meaning given them in the Bid Package.

**Section 2. Transfer of Transferred Assets.** On the terms and subject to the conditions set forth in the Sealed Bid Form, Seller hereby sells, conveys, transfers, assigns, and delivers to Purchaser, and Purchaser's successors and assigns, all of the right, title, and interest of Seller in and to the Transferred Assets owned by Seller "AS IS, WHERE IS" AND WITH ALL FAULTS. Seller makes no representations or warranties of any kind to Purchaser as provided in the Bid Package.

**Section 3. Binding on Successors; No Third Party Beneficiaries.** This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and the successors in interest and permitted assigns of such parties. This Bill of Sale is not intended to confer any rights or remedies upon any Person other than the parties hereto.

**Section 4. Copies of Originals.** Copies of this Bill of Sale transmitted by telecopy or other electronic transmission service shall be considered original executed documents.

**Section 6. Governing Law.** THIS BILL OF SALE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO RULES GOVERNING THE CONFLICT OF LAWS.

IN WITNESS WHEREOF, the undersigned hereby execute this Bill of Sale as of the day and year first above written.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Terms & Conditions of Sale

By submitting a bid, you hereby expressly accept and agree to be bound by, and to be liable for breaches of, the following Terms and Conditions. These Terms and Conditions apply to all sales conducted by Integra, including, without limitation, private treaty sales, webcasts, auctions, and other sales (each and collectively, a "Sale"), unless otherwise specifically stated by Interga.

- **EVERY ITEM SOLD "AS IS, WHERE IS" AND WITH ALL FAULTS.**
- **NO GUARANTEES OR WARRANTIES WHATSOEVER, INCLUDING NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- **PLEASE INSPECT THE ITEMS BEFORE BIDDING.**
- **ALL SALES ARE FINAL - NO EXCEPTIONS.**

**Bidder Information.** Each Bidder expressly agrees to provide accurate and complete contact, financial, Credit Card, and other requested information. Each Bidder hereby further expressly agrees that, whether each such Bidder is acting as a principal, an agent, or an officer, director, or other representative of an entity, or in any other capacity whatsoever, each such Bidder is personally liable for and shall be bound to remit payment of the purchase price, taxes, and any other amounts payable with respect to any and all Assets for which the Bidder is the "successful bidder" (in each case, the "Purchaser") at the Sale (such Assets, the "Purchased Assets").

**Collusion.** By participating in a Sale (whether you bid or not), you represent that you have not engaged in any collusive activity regarding such Sale, and you agree to disclose any person with whom you have made an agreement regarding the bidding upon, or purchase of, any item.

**Payment Terms.** ALL PURCHASES MUST BE PAID IN FULL WITHIN FORTY-EIGHT (48) HOURS OF RECEIPT OF INVOICE. Invoices will be e-mailed, typically within 24 hours after the winning bidder is selected. All payments must be made by Cashier's Check, Wire Transfer or Company Check with Bank Letter of Guarantee. Checks must be made payable to Integra Asset Solutions. In some cases, a Credit Card will also be accepted up to a specified amount. Absolutely no Purchased Assets will be removed before payment is made in full.

**Applicable Taxes.** Each Purchaser expressly acknowledges and agrees that any federal, state, sales and transfer taxes, registration charges and transfer fees arising from a Sale of the Purchased Assets to such Purchaser shall be paid to Integra upon receipt of invoice. Any Purchaser who claims one or more exemptions from sales or other taxes expressly agrees to provide proof satisfactory to Integra, in its sole discretion, of such Purchaser's entitlement to each such exemption together with an indemnity saving Integra harmless from any liability in respect of such taxes. In the absence of proof and/or an indemnity satisfactory to Integra, in its sole discretion, taxes shall be paid by the Purchaser.

**Integra's Reservation of Rights.** The sale of all Assets will conform to the bid process as determined by Integra, in its sole and absolute discretion, and Integra reserves the right to sell Assets by individual group lots, "EN BLOC", or otherwise, as Integra deems appropriate. Each Bidder hereby expressly acknowledges and agrees that Integra may, in its sole discretion, reject any and all bids at any time. Should any dispute arise between two or more Bidders or as to any bid, the Asset(s) in question may, in Integra's sole discretion, be immediately offered for sale again and resold in which case Integra shall be deemed to have rejected each such bid. Each Bidder hereby expressly acknowledges and agrees that (i) Integra shall regulate all matters relating to the conduct of the Sale, including (without limitation) bidding and bidding disputes, (ii) Integra shall be the sole arbiter of any disputes, and (iii) Integra's decision(s) shall be final and binding on all Bidders.

## Terms & Conditions of Sale (Cont.)

**Bids are Final.** Each Bidder hereby expressly acknowledges and agrees that (i) once submitted a bid shall be binding on the Bidder who submitted such bid and (ii) no bid may be retracted by a Bidder or other party.

**“AS IS, WHERE IS”; NO WARRANTIES.** BY SUBMITTING A BID, EACH BIDDER EXPRESSLY ACKNOWLEDGES AND AGREES THAT ALL SALES ARE (I) FINAL, (II) ON AN "AS IS, WHERE IS", "IN PLACE", "WITH ALL FAULTS" BASIS WITH NO CONDITIONS OR WARRANTIES, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS AS TO (A) DESCRIPTION, (B) FITNESS FOR PARTICULAR PURPOSE(S), (C) QUALITY, (D) MERCHANTABILITY, (E) CONDITION, (F) CONFORMITY TO ANY STANDARD IN RESPECT OF SAFETY, POLLUTION OR HAZARDOUS MATERIAL OR TO ANY STANDARD OR REQUIREMENT OF ANY APPLICABLE AUTHORITY, LAW, RULE, ORDINANCE, OR REGULATION, (G) FINANCABILITY, (H) AGE, YEAR OF MANUFACTURE, MODEL, OR MAKE, (I) OR OTHERWISE. INTEGRA EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS AS TO (A) DESCRIPTION, (B) FITNESS FOR PARTICULAR PURPOSE(S), (C) QUALITY, (D) MERCHANTABILITY, (E) CONDITION, (F) CONFORMITY TO ANY STANDARD IN RESPECT OF SAFETY, POLLUTION OR HAZARDOUS MATERIAL OR TO ANY STANDARD OR REQUIREMENT OF ANY APPLICABLE AUTHORITY, LAW, RULE, ORDINANCE, OR REGULATION, (G) FINANCABILITY, (H) AGE, YEAR OF MANUFACTURE, MODEL, OR MAKE, (I) OR OTHERWISE. BIDDERS ARE STRONGLY ENCOURAGED TO INSPECT ALL ASSETS BEFORE BIDDING. PREVIEW AND INSPECTION INSTRUCTIONS HAVE BEEN PROVIDED.

**No Reliance on Information.** All descriptions, advertising, lot catalogs, or any other source of information (oral or written) concerning the Assets provided by Integra or otherwise obtained by a Bidder from a source other than Integra (collectively, the “Information”) are subject to additions deletions, changes, and modifications at any time prior to purchase and sale. Each Bidder expressly acknowledges and agrees that no Sale of any Asset may be invalidated by a Bidder because of an error, inaccuracy, or other fault in the Information. Each Bidder hereby expressly acknowledges and agrees that the Information has been prepared for informational purposes only and shall not and may not be relied upon by any Bidder for any purpose, including (without limitation) accuracy or completeness. By bidding on the Assets, Bidder represents, warrants, covenants, and agrees that each such Bidder is relying upon each such Bidder’s own investigation, inspection, research, and analysis of the Asset(s) for which a bid has been submitted and is not in any way relying upon the Information provided by Integra or any other third party.

**Safety and Repair of Purchased Assets.** Each Bidder expressly agrees that, following the Sale and removal of the Purchased Assets, but prior to operating or otherwise using the Purchased Assets, such Bidder shall retain a qualified person to inspect all Purchased Assets for safety and operational purposes. Each Bidder further expressly agrees to repair or restore, at Bidder’s sole cost and expense, all Purchased Assets to a safe operating condition that, among other things, meets any standard or requirement of any applicable governmental authority, law or regulation, including (without limitation) those concerning any use to which the Purchased Assets may be put.

**Removal of Purchased Assets.** All Purchased Assets shall be removed within the time frame specified by Integra; provided, however, that no Purchaser shall be authorized or permitted to remove any Purchased Assets prior to receipt by Integra of payment for such Purchased Assets. Each Purchaser expressly acknowledges and agrees that each such Purchaser shall be responsible for all costs and expenses associated with removal of the Purchased Assets and shall be liable [to Integra, Denso Manufacturing of Tennessee](#) and all other third parties for any personal injury or death to any person or damage to property. Each Purchaser shall notify Integra not less than 24 hours in advance of the date on which and the time at which it intends to remove the Purchased Assets.

## Terms & Conditions of Sale (Cont.)

**Bidder Compliance with Applicable Law.** Each Purchaser expressly acknowledges and agrees that each such Purchaser and its employees, officers, directors, agents, representatives, and designees shall comply with all health and safety, environmental, and other applicable laws, rules, and regulations and all requirements established by to Integra, Denso Manufacturing of Tennessee and its agents and/or designees for the removal of Purchased Assets, including (without limitation) requirements as to insurance requirements.

**Privacy Policy.** Unless you ask us not to, we may contact you via email in the future to tell you about new sales or special events that may be of interest to you. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request, e.g., to inform you of a sale. Please review our [Privacy Policy](#) for detailed information.

**Bidding as a Privilege.** Integra reserves the right to refuse any applicant the privilege of bidding or attending at the Sale event and may revoke such privilege at any time.

**Time is of the Essence.** Each Purchaser hereby expressly acknowledges and agrees that time is of the essence in performing Purchaser's obligations associated with the purchase and removal of the Purchased Assets. If a Purchaser fails to make payment or remove any Purchased Asset within the time periods provided, Integra may (but shall not be obligated to) resell each such Purchased Asset by auction, private contract or otherwise, as Integra in its discretion deems advisable, and the Purchaser shall be liable for the difference between the price at which the Purchased Assets were resold and price that should have been paid by Purchaser, plus all costs and expenses incurred by Integra, plus interest (at a minimum rate of 1.5% per month or 18% per annum), legal fees, moving and storage and commissions related to such resale.

**Indemnity.** Each Bidder hereby agrees to indemnify, defend, and hold harmless to Integra, Denso Manufacturing of Tennessee and their employees, independent contractors, subcontractors, representatives, invitees, agents, affiliates, or other representatives from and against and with respect to any and all loss, liability, assessment, claim, cause of action, demand, damage or expense, (including, without limitation, reasonable attorneys' fees), court costs, penalties, charges and amounts paid in settlement of the foregoing arising from or related to (i) the purchase and sale of the Assets, (ii) Bidder's acknowledgements, agreements, covenants, representations, or warranties in these terms and conditions, or (iii) any personal injury or death or any damage to property caused, in whole or in part, by such Bidder or such Bidder's Representatives.

**LIMITATION OF LIABILITY.** EACH BIDDER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT, REGARDLESS OF CIRCUMSTANCES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES OF ANY NATURE OR KIND WHATSOEVER INCURRED OR EXPERIENCED BY ANY BIDDER, PURCHASER, OR PURCHASER REPRESENTATIVES ARE HEREBY EXPRESSLY WAIVED AND RELEASED.

# CORE VALUES

We believe in providing quality asset solutions with integrity, ethics, and fair business practices that honor the needs of each of our clients.



## Personal Touch.

Every member of our team is involved throughout the life cycle of the project. This collaborative approach promotes ownership and ensures accountability.

## Integrity.

We believe in fair and transparent business practices that honor the needs of our clients.

## Industry Knowledge.

With a combined 60-years of asset liquidation experience, the Integra team offers knowledge and expertise you can rely on.

## Professionally Respected.

Our knowledge, capabilities, and professionalism are known and respected throughout our industry. This reputation is reflected in the strong relationships we have forged with our partners and by the high number of repeat buyers who participate in our sales.

## Execution Expertise.

Companies trust our execution team to complete the project in an organized, timely, effective and safe way.

## Fully Licensed.

We are able to conduct auctions in every state including the twenty-four states where formal licensing is required by law. Our auctioneer regularly participates in continuing education in order to maintain up-to-date certifications and qualifications.

## Insured.

With \$2 million of commercial general liability coverage and an additional \$1 million umbrella policy, we are able to operate in most facilities. Further, we require all 3rd party contractors to have their own coverage.

## Technology.

We utilize best-in-class systems for auction execution ensuring a bidder-friendly experience.

# TESTIMONIALS

*"We were very fortunate to have worked with Integra Asset Solutions. Throughout the entire process, Integra's team was respectful, professional and available. We reached our target and funds were released almost immediately. I highly recommend them; the experience was painless and profitable."*

**Phyllis Como**

Owner, Netzer Metalcraft Inc.

*"This was the first time our company had went through an auction and the Integra team made all steps seamless. They handled every aspect, were knowledgeable, worked with our timeline which had to be adjusted by us, and the profit we made was more than expected. I would recommend their services to anyone"*

**Christine Hanselman**

MAHLE Industries, Inc.

*"John and the entire Integra team were very instrumental in working with us from the beginning of the project. That really made the equipment liquidation process go smoother than what we expected. Integra was always open to suggestions and were readily available if we had any questions or concerns throughout the process. I would highly recommend John and the entire Integra Team for the great service they provided during this challenging and process changing event."*

**Shane Lewis**

Maintenance & Special Projects Supervisor  
Safran Seats

*"Everything went smoothly and everything was completed as agreed. It was great working with your company on this."*

**Arron Cagle**

U.S. Stove

*"Integra was suggested by an OEM to help liquidate some of our older fabrication equipment to make room for new. They did not disappoint. Very professional organization that did not try to oversell their services. They made the process simple and were easy to work with. Good communication and completed the project on our timeline. Thank you and I hope we can work together again."*

**Darren Korneman**

Team Lead, Advanced Manufacturing GSI Group, Inc.

*"Integra Asset Solutions was strongly recommended to me after selling my building and deciding to liquidate my equipment. I would highly recommend Integra Asset Solutions for your liquidation requirements."*

**Bill Peffly**

Team Amity