

Surplus Equipment Department Surplus Sales Terms and Conditions

1. **General**: Surplus items are offered for sale by the University of Cincinnati, identified herein as the “University”. Those purchasing surplus items during a public sale or an auction are referred to as “buyer(s)” or “bidder(s)”.
2. **Eligibility**: A buyer or bidder must be a minimum of 18 years old and legally able to form binding contracts as a buyer or bidder in a public sale or auction.
3. **Consideration of Sale or Bid**: The University reserves the right to reject any and all sales and bids of any of the surplus items listed at any time.
4. **Warranty**: All surplus items will be sold “as is”, where is” and “with all faults, if any”. The University disclaims all warranties or guarantees, expressed or implied, as to the condition, quality, completeness or fitness for any particular or general purpose or compliance to safety regulations of the items being sold. Descriptions of items appearing in a public sale or auction are believed to be correct; however, neither those descriptions, nor any oral statements made concerning any item, shall be considered as a warranty, expressed or implied. The University is not responsible for any omissions or errors in the description of the items offered for sale.

THE UNIVERSITY OFFERS NO GUARANTEES OR WARRANTIES;
DETERMINATION OF CONDITION, FUNCTION, AND PERCEIVED OR
ASSUMED VALUE IS THE SOLE RESPONSIBILITY OF THE BUYER.

5. **Default**: Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. Default may result in termination of the contract and suspension from participation in future sales until the default has been cured. If the Buyer fails in the performance of his or her obligations, the University may exercise such rights and may pursue such remedies as are provided by law.
6. **Acceptance of Terms and Conditions**: By making a purchase at a public sale or submitting a bid, the buyer or bidder agrees that he or she has read, fully understands and accepts these Terms and Conditions, and agrees to pay for and remove the item(s) if the bid or purchase is accepted, by the dates and times specified.

7. **State/Local Sales and/or Use Tax:** The University will collect applicable sales tax on non-vehicle sales unless the buyer provides a valid tax-exempt certificate with proof of identity (state driver's license or state photo ID) at the time of payment.
8. **Payments:** Payment for a surplus item must be made by credit card (Visa, MasterCard, or Discover), check or money order made payable to the University of Cincinnati. NO CASH ACCEPTED! All sales are final and may be subject to the applicable sales tax unless the buyer provides a valid tax-exempt certificate at the time of payment. *See additional payment instructions below for auctioned surplus items.*
9. **Indemnification:** Buyers agree to indemnify and hold harmless the University for any and all damages, claims, or liability of any nature or kind in the sale of, or the buyer's use of, the property. The buyer, its predecessors, and assigns hereby release, relinquish and discharge the University, its former, present and future agents, employees, officers, officials and legal representatives (collectively known as "the University") from any liability arising out of the sale and/or concurrent negligence of the University for any injury, including death or damage to persons or property, where such damage is sustained in connection with, or arising out of, the sale of University owned property.
10. **Liability:** Under no circumstances will the University be liable to any person or business entity for any direct, indirect, special, incidental, consequential, or other damages or losses based on, or caused by, any use of the Surplus Equipment web site, or any other web site to which the site is linked, the content of such web sites, or any viruses or other harmful components derived from any such web sites, including, without limitation, any lost profits, revenue, or use, business interruption, or loss of computer programs or information. The University strives to make the web site as accurate as possible; however errors and equipment malfunctions are possible and may occur without notice. In case of malfunctions of hardware or software, the University reserves the right to cancel any sale. The University cannot and will not guarantee uninterrupted access to the web site.

ADDITIONAL TERMS AND CONDITIONS FOR "AUCTION" SALES

- A1. **Notice of Award:** Successful bidders will receive Notice of Award from the University. This notice will be sent via email if an email address is provided or by phone if an email address is not provided. (Email is the preferred method of communication.)
- A2. **Viewing and Inspection:** The responsibility to determine the condition of the item(s) rests with the bidder. Prospective bidders are encouraged to inspect the item(s) prior to bidding, and to place bids based solely on their personal inspection and evaluation. Prospective bidders will not be allowed to test, operate or disassemble any item featured in an auction. Bidders must adhere to the inspection dates and times indicated in the item description or contact the Surplus Equipment Department via phone at (513) 556-5654 or email assets@uc.edu in advance to schedule an inspection.
- A3. **Ownership:** At the end of the auction, the successful bidder has entered into a binding contract with the University, and is obligated to pay the bid price. Placing the winning

bid but not paying for the product may result in prosecution. The winning bid cannot be retracted unless due to a fault of the University.

Awarded items must be removed from the University's premises within ten (10) business days of receiving the Notice of Award. However, no item may be claimed or removed prior to making full payment. If unclaimed by winning bidders, the University reserves the right to re-auction or award the item to the next highest bidder.

Bidders that fail to claim, pay for, and remove auction items from the University's premises by the 10th business day after receiving the Notice of Award shall forfeit their rights to the auction item, and be declared as a default bidder. The University may ban a default bidder from participating in future auction events. Pickups may be scheduled by contacting the Surplus Equipment Department at (513) 556-5654 or via email at assets@uc.edu.

A4. **Vehicle Titles:** The University will issue a title for vehicle purchases upon receipt of payment.

A5. **Payments:** Unless otherwise noted on the Notice of Award, payment for an awarded auctioned surplus item must be made by credit card (Visa, MasterCard, or Discover) cashier's check, certified check, or money order made payable to the University of Cincinnati, and delivered to the UC location identified on the Notice of Award together with the Notice of Award and proof of identity (state drivers license or state photo ID). Cash, uncertified personal check, or uncertified business check will not be accepted. All sales are final and may be subject to applicable sales tax unless the buyer provides a valid tax-exempt certificate at the time of payment. Payments must be made within five (5) business days from the Notice of Award.

A6. **Shipping:** Unless otherwise noted on the Bid Form, all items sold must be picked up at the Surplus Equipment Department located at Campus Services (Old Sears) Building, Basement level, Suite B103, 2900 Reading Road, Cincinnati, OH 45206. The University is not equipped to ship items, or prepare items for shipping. Winning bidders will be solely responsible for pick-up or shipping arrangement, and all associated costs. The University will not be responsible for items after buyer, or designated shipper, takes possession. Allow sufficient time to load items into vehicles before close of business for the University location at which such items are being picked up.