

Georgia Department of Administrative Services
Online Sales – Terms and Conditions

- **Georgia SALES TAX IS REQUIRED on all sales except those made to tax-exempt businesses. Buyers with a valid state sales tax-exemption certificate must provide a copy of the certificate prior to payment, or taxes will be collected on purchases.**
- **The seller is unable to determine if this lot is missing parts or pieces, and the OPERATIONAL CONDITION IS UNKNOWN.**
- **All property is offered for sale "AS IS - WHERE IS." Bidders are invited and strongly encouraged to physically inspect the offered property prior to bidding.**

All bidders and other participants of this auction agree that they have read and fully understand these terms and agree to be bound thereby.

Acceptance of Terms and Conditions: By submitting a bid, the Buyer agrees that they have read, fully understand and accept all Terms and Conditions of Online Sales and, if the bid is accepted, agrees to pay for and remove the property by the dates and times specified.

Guaranty Waiver: All property is offered for sale "AS IS - WHERE IS." Georgia Department of Administrative Services (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered. The Buyer is not entitled to any payment for loss of profit or any other damages – special, direct, indirect, punitive or consequential.

Description Warranty: Seller warrants to the Buyer that the property offered for sale will conform to its basic description. The property may contain flaws and/or defects that may not be immediately detectable. Any claim for misdescription must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of Seller shall not exceed the actual purchase price of the property. All sales are final upon payment for the property.

Inspection: Most items offered for sale are used and may contain defects not immediately detectable. **Buyers are invited and strongly encouraged to physically inspect the offered property prior to bidding.** Buyers must adhere to the inspection dates and times indicated in the item description or contact the individual listed on the item posting to schedule an inspection.

Consideration of Bid: Seller reserves the right to reject any and all bids and to withdraw from sale any of the items listed at any time.

State/Local Sales and/or Use Tax: Buyers may be subject to payment of State and/or local sales and/or use tax. Sales tax will be collected at the point of payment. Buyers with a valid State Sales Tax-Exemption Certificate must provide a copy of the certificate prior to payment, or taxes will be collected on purchases.

Payment: The winning bid shall be considered an agreement to buy and is final. ***Payment in full is due not later than two (2) business days from the time and date of the invoice issuance.***

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- Once Seller has verified payment in full, the Buyer will be issued a Bill of Sale that must be presented at time of property removal.

Escrow Payment: When the purchase price (of a single item or the aggregate purchase price of multiple items) totals \$5,000 or greater, the Seller may require a down payment from the winning Buyer to be held in escrow. This non-refundable fee will be 20% of the total purchase price. When the Seller exercises this option, the Buyer will have 48-hours from the time of issuance of the Buyer's Certificate, to comply with this requirement. If Buyer fails to comply with this requirement within the stated time frame, the Seller may declare Buyer in default, bar Buyer from further bidding. If Buyer is in default, Seller may negotiate with next closest bidder, re-list at another auction and/or pursue all legal proceedings. All monies collected in escrow, will be deducted from total monies due at time of final payment.

Removal: Purchases will be released only upon receipt of payment as specified. All items must be removed within five (5) business days from the time and date of issuance of Bill of Sale.

- **Property may be removed by appointment only.** Winning bidder must contact the individual listed on the item posting to schedule an appointment for pick-up.
- **Successful Buyer is responsible for loading and removal** of any and all property awarded to them from the location indicated in the auction listing. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will the Seller or Georgia State Employees assume responsibility for packing, loading or shipping.
- **The Buyer is responsible for all damage to Seller's property** and facilities caused during the packing, loading and removal of items. If Seller's property or facilities are damaged during loading and removal of items, Buyer will not be allowed to complete removal of purchased items until the Seller's property and facilities have been repaired. If the Buyer does not repair the damaged Seller property and facilities, any payment made by the Buyer will be applied to the repair of Seller property before being applied to the purchase price of any items purchased by Buyer.
- **Property not removed within five (5) business days of the issuance of the Bill of Sale will be considered abandoned, buyer is declared in default, and ownership shall revert to the Seller.** The Seller will only refund according to the default provision. For additional information, contact Georgia State Surplus, office (404) 657-8544, Option #2– fax (404) 463-2912 or e-mail: Public.SurplusSales@doas.ga.gov

Personal and Property Risk: Persons attending during exhibition, inspection, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the Seller and the State of Georgia from liability therefore.

Vehicle Titles and Emissions: Seller will turn over the existing title or certificate upon receipt of payment. It is the Buyer's responsibility to apply for a new title. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. Titles must be issued in the name of the winning Buyer only. Seller will not issue replacement titles. If someone other than the Buyer listed on the Bill of Sale picks up a vehicle, in addition to the Bill of Sale they must have a Power of Attorney, executed by the Buyer to remove a vehicle. <https://dor.georgia.gov/power-attorney-usage>

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Default: Reasons for 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 five (5) business days.

If Buyer is in default, Seller may negotiate with next closest bidder, re-list at another auction and/or pursue all legal proceedings. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, Seller may exercise such rights and may pursue such remedies as are provided by law. Seller may or may not exercise the right to refund payments where property has not been picked up by the Buyer. A default fee of \$100 or 40% of the winning bid price, whichever is higher, will be deducted from the refund for administrative costs.

Sales to Employees: Employees of the State of Georgia Department of Administrative Services and their immediate family members may not bid on the property listed for auction. By bidding on this auction “The purchaser certifies that this transaction does not and will not violate the provisions of Official Code of Georgia Annotated 45-10-20 et seq. in any respect.”