

Georgia Department of Administrative Services Online Sales – Terms and Conditions

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

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 may not be immediately detectable. Any claim for miss description 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 Georgia Department of Administrative Services shall not exceed the actual purchase price of the property. All sales are final upon payment of the property.

Inspection: Most items offered for sale are used and may contain defects not immediately detectable. ***Bidders are invited and strongly encouraged to physically inspect the offered property prior to bidding.*** Bidders 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: Georgia Department of Administrative Services reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

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 auction closing.***

Acceptable form of payment is through PayPal

- The winning bidder will be notified by e-mail of the final price, including applicable taxes, title fees, etc.
- Winning bidders should not post payments via PayPal until they have been contacted by the seller with the final amount.

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. 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 Buyers Certificate, to comply with this requirement. If Buyer fails to comply with this requirement within the stated time frame, the Seller can declare Buyer in default, bar them from further bidding and have them removed from the system. 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: All items must be removed within five (5) business days from the time and date of auction closing. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal and any and all property awarded to them from the location of the property as indicated in the auction listing. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. The Buyer is responsible for all damage to Seller property and facilities caused during the loading and removal of items. If Seller 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. Under no circumstances will Georgia Department of Administrative Services assume responsibility for packing, loading or shipping. 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. **Property not removed within five (5) business days of the auction closing will be considered abandoned, buyer is declared in default and ownership shall revert back to the Seller.** The State of Georgia will only refund according to the default provision. For additional information, contact Georgia State Surplus, (404) 657-8544 office – (404) 463-2912 fax or e-mail: publicsurlussales@doas.ga.gov.

Personal and Property Risk: 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 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 bidder only. Georgia Department of Administrative Services will not issue replacement titles.

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 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 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.

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.

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."