

UC Surplus Management

Public Sale Terms & Conditions

- 1. General:** Surplus items are offered for sale by the University of Cincinnati Surplus Management Department, identified herein as the "University". Those purchasing items during public sale are identified herein as "buyer(s)".
- 2. Eligibility:** A buyer must be a minimum of 18 years old and legally able to form binding contracts as a buyer in an auction or public sale.
- 3. Consideration of Bid:** The University reserves the right to reject any and all bids and to withdraw from sale any of the surplus items listed at any time.
- 4. Viewing and Inspection:** The responsibility to determine the condition of the item(s) rests with the buyer. Prospective buyers are encouraged to inspect the item(s) prior to purchasing, and to purchase based solely on their personal inspection and evaluation. Viewing and inspection is only permitted during the Public Sale hours.
- 5. Warranty:** All 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 this 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.**

- 6. 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 all future

sales until the default has been cured. If the Buyer fails in the performance of their obligations, the University may exercise such rights and may pursue such remedies as are provided by law.

7. Acceptance of Terms and Conditions: By purchasing an item, the buyer agrees that they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the item(s), by the dates and times specified.

8. State/Local Sales and/or Use Tax: The University will collect applicable sales tax, currently 6.75%, on non-vehicles unless the buyer provides a valid tax-exempt certificate with proper identification at the time of payment.

9. Ownership: At the end of the purchase, the buyer has entered into a binding contract with the University and is obligated to pay the listed or agreed upon price. **All sales are final and no credits or refunds will be issued for any reason.**

Purchased items must be removed from the University's premises within 5 business days following the public sale. Bidders that fail to remove items from the University's premises by the end of the 5th business day following the sale shall forfeit their rights to the purchased item, and be declared as a default buyer and the items will be forfeited without refund. Pickups must be scheduled by in advance by contacting the Surplus Management Department at 513-556-5654 or via email at assets@uc.edu to ensure that University staff will be available.

Buyers who purchase items are not permitted to scavenge items for parts on University premises and discard unwanted items into University dumpsters.

10. Vehicle Titles: The University of Cincinnati will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the web site.

11. Payments: Payment for an purchased item must be made by credit card (Visa, Master Card, or Discover), cashier's check, certified check, personal check, business check, or money order made payable to the University of Cincinnati. State ID is required for all transactions. Cash will not be accepted. All sales are final and may be subject to the applicable sales tax rate, currently 6.75%, unless the buyer provides a valid tax-exempt certificate with proper identification at the time of payment.

12. Shipping: Unless otherwise noted, all items sold must be picked up at the Surplus Management warehouse on the 1st floor at 5121 Fishwick Dr., Cincinnati OH, 45216. The University is not equipped to ship items, or prepare items for shipping. Purchasers will be solely responsible for pick-up and loading arrangements, and all associated costs. The University will not be responsible for items after buyer 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.

Due to liability, personal injury, and property damage University staff is unable to provide the following services for customers:

Move or rearrange existing items in customers' vehicles.

Remove seats from vehicles.

Attempt to put items in vehicles that clearly will not fit.

Tie down items to trailers, vehicle roofs, or trunks.

Loading merchandise for customers is a courtesy. The University and staff will not be responsible for damage occurring to vehicles while moving or loading.

Gratuities are not allowed.

13. 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, successors and assigns hereby release, relinquish and discharge the University, its former, present and future agents, employees, officers, officials and legal representatives (collectively know 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.

14. 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 University's 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 Surplus Management website as accurate as possible. However, errors and equipment malfunctions are possible and may occur without notice. In case of errors, malfunctions of hardware or software, the University reserves the right to cancel the sale of any item. The University cannot and will not guarantee uninterrupted access to the Surplus Management website.

15. Use of University Name and Marks: Buyer will not use the Seller's name or trademarks in connection with any advertising, marketing, or other promotional efforts or materials without the prior written consent of an authorized agent of the Seller.

16. Privacy: The University gathers information from buyers so that it will know who has purchased an item. Personal information is not sold or rented. Personal information is used for the purpose of conducting public sales and not used for any other purpose.

17. Applicable Law: Buyers who purchase items agree that the laws of the State of Ohio shall govern all matters relating to the purchase of items offered by the University.

18. Price Tags: Unless otherwise marked, all merchandise for sale will be individually marked with a price tag. Items are priced with a red and white 2-part perforated tag. If you intend to purchase the item, remove ONLY the white portion of the tag and keep that tag in your possession until bringing it to the register for checkout.

PLEASE NOTE:

Removal of red tags is not allowed. Buyers that are observed switching price tags from different items will not be allowed to purchase any items and will be asked to leave the premises. Additionally, switching price tags will result in the buyer being considered in Default (see Public Sale Terms & Conditions No. 6) and will result in termination of the contract and suspension from participation in all future sales

19. Price Tag in Hand Claims Ownership: All general merchandise will be sold to the public on a first come, first served basis. Items marked only with a red tag have been claimed by another person and are not available.

20. Merchandise Availability: All merchandise will be placed on display as soon as possible for departmental viewing and/or sale. All sales are on an "as is", "where is" basis. Parts of one item are not to be removed to be purchased with another item. Buyers suspected of moving parts from one item to purchase with another item will not be allowed to purchase any items and will be asked to leave the premises. **Additionally, swapping of parts will result in the buyer being considered in Default (see Public Sale Terms & Conditions No. 6) and will result in termination of the contract and suspension from participation in all future sales**

There are no exchanges or refunds and no guarantees regarding the condition of the merchandise.

21. Running: for the safety of all Surplus Management Public Sale customers, running will not be permitted when the entrance doors open at 9:00 am due to safety concerns. **Failure to comply may result in the buyer being considered in Default (see Public Sale Terms & Conditions (No. 6) and will result in termination of the contract and suspension from participation in all future sales**

22. Holding Items: General merchandise will not be reserved or "held" for individuals, including University personnel who are purchasing for personal use. **Quantities may be limited on certain items and holding tags for additional items is not allowed. Buyers observed holding price tags for selected items may result in the buyer being considered in Default (see Public Sale Terms & Conditions No. 6) which will result in termination of the contract and suspension from participation in all future sales.**

23. Removal of Purchases: Merchandise not removed in an agreed upon time frame (generally the end of business of the following business week) may be subject to forfeiture of those items at UC Surplus Management's discretion.

24. Purchases: The University is authorized to require identification before selling merchandise to any customer.



25. Customer Conduct: The University is authorized to contact the UC Police in the event that a customer has exhibited behavior that is threatening or aggressive to other customers or University Staff.

26. Hazardous Materials: Any equipment or property that is received or picked up by Surplus Management that is deemed by Surplus Management staff to be hazardous, injurious or harmful to Surplus Store personnel, university employees or the general public will not be released for sale. Any equipment falling into this category will be either dismantled or destroyed by the University or an appropriate university department or agency.

27. Donations: Bulk items (i.e., furniture) may be donated to local non-profit, 501 C3 organizations. Donations must be arranged with Surplus Management staff. Under no circumstances will items be donated to individuals. Information regarding Donation Days will be posted separately on the Surplus Website (www.uc.edu/surplus).

28. No-Value Items: Disposing or removing any items from roll-off containers, including construction debris, skids, and/or scrap metal, is prohibited.

Surplus Management

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