

## TERMS AND CONDITIONS OF SALE

### *For Library Surplus Property*

#### 1. **GUARANTEE WAIVER**

All property is sold and conveyed to the buyer **USED, "AS IS, WHERE IS". ALL SALES ARE FINAL, NO RETURNS, OR ADJUSTMENTS.** The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential. The Library, as Seller, hereby expressly disclaims all warranties, either express or implied, including implied warranty of merchantability or fitness for a purpose, and neither assumes nor authorizes other person(s) to assume for it, any liability in connection with the sale of said Property. There are no guarantees, express or implied as to condition, usability, merchantability, or fitness for a particular purpose. Property sold is not subject to any breach of guarantee, specifications, warranties, express or implied, as to the quality or kind of any such product.

#### 2. **INSPECTION**

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description or contact the person listed to schedule an inspection.

#### 3. **CONSIDERATION OF BID**

The Library reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

#### 4. **NOTICE OF AWARD**

Successful bidders will receive a Notice of Award by email from PublicSurplus.com. At that time the successful bidder should arrange for payment to Public Surplus.

#### 5. **PAYMENT**

**Public Surplus collects all payments for the Library.**

Payment for an awarded item must be received within 5 business days of close of auction.

Payment shall be made online by credit card, PayPal, e-Check, or directly with cashier's check, money order, or certified check.

If you choose to pay with a credit card please follow the instructions below. The credit card limit per transaction is \$4,000.00. For payments larger than this amount follow the instructions listed under Manual Payment.

##### 5.1 **PAYMENT BY CREDIT CARD**

Login to the Public Surplus site. Click on "**My Stuff**" and then click on "**Past Bids**". Click on the description of the auction and then click on "**Pay Online**" link located on the right hand side of the screen. Follow the steps to complete the transaction. A receipt will be emailed to you once the payment has cleared. All major credit cards, PayPal and e-Checks are accepted.

##### 5.2 **PARTIAL PAYMENT**

There will be NO partial payments of an auction allowed. All auctions must be paid in full per payment process used per auction. For Example: You WILL NOT be able to pay partially for an auction by Credit Card and pay the remainder by another payment method such as a wire transfer.

### 5.3 MANUAL PAYMENT

For payments over \$4,000.00 and any other non-credit card payments follow the instructions below. Payments need to be received by Public Surplus within five (5) business days of notification of award.

- a) Print the "Notice of Award" email received from PublicSurplus.com.
- b) Create a Certified Check, Cashiers Check or Money Order made payable to **Public Surplus, LLC** referencing the **Auction Number**.
- c) Mail the items above via USPS to:

**Public Surplus L.L.C.**  
P.O. Box 50676  
Provo UT 84605

**OR**

Courier the items above via FedEx, DHL, or UPS only to:

**Public Surplus L.L.C.**  
1503 S. 40 E., Suite 350  
Provo UT 84606

### 5.4 WIRE TRANSFER

To do a wire transfer, please call 801-932-7000 and ask for buyers support to work out the details for this transaction. Once payment is received the same instructions apply as with manual payment.

### 5.5 RECEIPT OF PAYMENT

Public Surplus will notify you via email upon receipt of payment. You may then contact the responsible party listed for that item and arrange for a mutually convenient pick up time. **You will need to bring the payment receipt or the auction item(s) will not be released to you.**

### 6. BID DEPOSITS

The **Library** may require bid deposits in order to ensure fairness and equity to all buyers as a way to decrease default bidding. The deposit will be reversed if no default occurs or the bidder does not win the auction. Public Surplus will collect and retain the deposit if there is a default by the winning bidder.

### 7. BUYERS PREMIUM

A 10% Buyer Premium shall be added to the final sale price with a \$1 minimum charge per auction to collect payment.

### 8. STATE/LOCAL SALES TAX

The Library will collect sales tax, currently 9.25%, if applicable, unless the buyer has provided a valid tax-exempt certificate to the Library prior to payment.

**9. REMOVAL**

Please note that upon removal of the property, **all sales are final.**

**9.1 TIMING**

Buyer must remove auction item(s) from the place where the property is located as indicated on the website and in the Notice of Award within **5 business** days of notification by Public Surplus of receipt of payment, and within **10 business** days from the time and date of issuance of the Notice of Award.

**9.2 ARRANGE PICKUP IN ADVANCE**

Call or email in advance to arrange the removal of Property. (48 hours notice preferred)

Stockroom supervisor: Gary Ponce  
Phone: 408-293-2326 x 3097  
Email: gponce@sccl.sccgov.org

Stockroom pick up hours

**9am–noon** and **1–4pm, Monday** through **Friday** excluding legal holidays

**9.3 PROOF OF PURCHASE**

Buyers must print their payment receipt provided by Public Surplus and present it to the Library as proof of purchase before any item will be provided to a Buyer.

**9.4 PACKING, LOADING AND TRANSPORT**

It is the sole responsibility of the buyer to assume all liability for the safety of removal, cost of removal including packing, loading, transportation and security of items purchased once the award of bid is made. No exceptions.

**10. 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 Library may exercise such rights and may pursue such remedies as are provided by law.

**11. ACCEPTANCE OF TERMS AND CONDITIONS**

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