

AGENCY ONLINE SALES TERMS AND CONDITIONS

Contract. An award of sale is a contract between the winning bidder and *West-MEC* upon the terms and conditions set forth herein. *West-MEC* may pursue all legal remedies allowed by law against any bidder who fails to make payment for a winning bid.

Guarantee Waiver. All property is offered for sale **as-is, where-is**. *West-MEC* makes no warranty, guaranty or representation of any kind, expressed or implied, as to the condition, usability, value, merchantability, authenticity, or fitness for any purpose of the property offered for sale. Some or all items may have been declared unsafe in their present condition by a federal or state safety standard. Buyers should inspect and, if necessary, repair/test all items prior to any use. Buyer is not entitled to any payment for loss of profit or any other money damages, including but not limited to special, direct, indirect, or consequential damages.

No Description Warranty. *West-MEC* is not responsible for any omissions or errors in description of items being offered for sale. It shall be the bidder's responsibility to inspect and satisfy him or herself as to the details and conditions of the item offered before entering a bid. The Agency does not attest to the authenticity of any item.

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.

Indemnification. Bidder agrees for and on behalf of bidder, bidder's heirs, successors and assigns that bidder shall indemnify and hold *West-MEC* harmless from and against any claim, demand or cause of action arising or alleged to have arisen out of the sale or failure to sell any item of surplus property including claims for personal or bodily injury, death or contract damages.

Consideration of Bid. *West-MEC* reserves the right to reject any and all bids and to withdraw from sale any of the items listed before a notice of award is delivered.

Reserve Requirement. If there is a reserve requirement and the reserve price is not met by the close of bidding, *West-MEC* reserves the right to sell the auction item to the next highest bidder, relist the item for auction, or otherwise dispose of the item at *West-MEC's* discretion.

Notice of Award. Successful bidders will receive a Notice of Award by email from PublicSurplus.com

Payment. Public Processing, LLC, a third-party payment processing company, receives all payments for *West-MEC*. Payment for an awarded item must be received **within five (5) business days** after the date of the Notice of Award of the successful bid.

Payment may only be made online by credit card, or by wire transfer. **NO CASH, CHECKS, OR MONEY ORDERS WILL BE ACCEPTED.** 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 Wire Transfers.

Payment by Credit Card

Login to the Public Surplus site. Click on the **My Stuff** link and then click on the **Past Bids** link. Click on the description of the auction and then click on the **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.

Partial Payment

There will be **NO** partial payments allowed for an auction. All auctions must be paid in full according to the specified payment process. For example, you **WILL NOT** be able to partially pay for an auction by Credit Card and pay the remainder by another payment method, such as a wire transfer. All credit card payments must be made using a single credit card.

Wire Transfers

For payments over \$4,000.00, a Wire Transfer is required. If you need to do a wire transfer, please email support at buyersupport@publicsurplus.com and ask for wire instructions or request the instructions via live chat. These instructions will be emailed to you. Please follow them exactly to ensure prompt payment.

Pick-Up and Third Party Pick-Up Procedures

1. Upon receipt of payment, You will be notified by email sent to the address You provided at registration with Publicsurplus.com. You may then contact **West-MEC** and arrange for a mutually convenient pick-up time. You must bring to the pick-up location (1) the **Notice of Award**, (2) the **Paid Receipt** and (3) personal **picture identification** (such as a Driver License). **You must present all three identification items at the scheduled pick-up, or the auction item(s) will not be released to you.**
2. If you are picking up an item for someone else, you will need to bring the Notice of Award and the Paid Receipt (photo copies are acceptable), plus a note from the designated winning bidder specifically naming you as authorized representative, along with your own personal picture identification. In addition, you must arrange for the winning bidder to send an e-mail from the winning bidder e-mail address used for the auction, stating that you are authorized to pick-up the item.

Shipping. We cannot ship any item(s). However, you may contact a local carrier of your choice to pick-up, package, and ship your item(s) for you. It will be your responsibility to follow the Third-Party Pick-Up Procedures above to ensure that your item is released.

Bid Deposits. **West-MEC** may require bid deposits in order to ensure fairness to all

bidders. The deposit will be reversed if no default occurs or the bidder does not win the auction. The deposit will be retained if the winning bidder defaults.

Buyer Premium. A Buyer Premium of **10%** will be added to the final sale price with a \$1 minimum charge per auction to collect payment. The premium will be visible during the bidding process and will be included in the payment required.

State/Local Sales and/or Use Tax. **West-MEC** may collect sales tax, unless the Buyer has provided a valid tax-exempt certificate to **West-MEC** prior to payment. If applicable, the sales tax will be visible during the bidding process and will be included in the payment specified.

Removal. Buyer must remove auction item(s) from the agency premises **within ten (10) business days** after the time and date of issuance of the Notice of Award. If the Buyer, after making payment for an item, fails to remove the item within the specified time, the agency reserves the right (1) to retain all payments; and (2) to dispose of the item through another auction or otherwise. Successful bidders are responsible for packing, loading, removing and transporting all property awarded to them from the place where the property is located as indicated on the website and in the Notice of Award. The Buyer must make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **West-MEC** assume responsibility for packing, loading or transporting auction item(s). Buyer shall be liable to and reimburse **West-MEC** for any damage to **West-MEC's property caused by Buyer's or Buyer Agent's removal of auction item(s) from the premises.** No maintenance may be performed on **West-MEC** property. For additional information, please contact **Trish Lorenzen** at trish.lorenzen@west-mec.org.

Abandonment of Item. Auction items paid for but not picked up within the specified time will be stored for 15 days from the last date of available pickup. **West-MEC** will charge a storage fee of \$25 per day during this time, which must be paid by Buyer before the item will be released. At the expiration of the 15 day period, the item will be deemed abandoned and may be auctioned again to pay the storage fee. Any amount received in excess of the storage fee will be retained by **West-MEC** as payment for additional efforts to dispose of the item.

Risk of Loss. In the event an auction item is lost or destroyed after a notice of award has been sent but prior to removal, and to the extent such loss or destruction is not caused by the buyer, or buyer's agent or employee, **West-MEC** will refund any money paid. The liability of **West-MEC** shall not exceed the actual purchase price of the property.

Vehicle Titles. **West-MEC** 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 website. Open titles cannot be issued. **West-MEC** 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 specified time. Default may result in termination of the bid 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, **West-MEC** may retain Buyer's bid deposit and exercise such rights and pursue such remedies as are provided by law.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees that the bidder has read, fully understood, and accepted these Terms and Conditions of Online Sales, and agrees to pay for and remove the property, if the bid is accepted, by the dates and times specified.

THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE