

## ONLINE SALES – TERMS AND CONDITIONS

**Guarantee Waiver.** All property is offered for sale “**as-is, where-is.**” The City of New York 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 for sale. The Buyer is not entitled to any payment for loss of profit or any other monetary damages – special, direct, indirect, or consequential.

**Description Warranty.** The City of New York warrants to the Buyer that the property offered for sale will conform to its description. Any claim for mis-description must be made prior to the buyer picking up and removing the property. If the City of New York confirms that the property does not conform to the description, the City of New York will keep the property and refund any money paid. The liability of the City of New York shall not exceed the actual purchase price of the property. Please note that upon removal of the property, **all sales are final.**

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

**City Employees.** City of New York employees and immediate family members are not permitted to bid or purchase any property for sale.

**Age to Purchase.** All bidders must be at least 18 years of age to participate in an online bid.

**Consideration of Bid.** The City of New York reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

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

**Payment.** Public Surplus collects all payments for the City of New York. Payment for an awarded item must be received within 5 business days of the close of each auction. Payments shall be made online by credit card, or by wire transfer. **NO CASH, CHECKS, OR MONEY ORDERS WILL BE ACCEPTED.** If the buyer chooses to pay with a credit card, the instructions noted under ‘Payment by Credit Card’ below must be followed. The credit card limit per transaction is \$4,000. For payments larger than this amount, follow the instructions listed under Wire Transfers. Public Surplus will notify the buyer of receipt of payment via email.

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 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 once the payment has cleared.

Partial Payment. NO partial payments are allowed. All auctions must be paid in full using the same payment process for each auction. For example: Buyer WILL NOT be able to pay partially for an auction by Credit Card and pay the remainder by another payment method such as wire transfer.

Wire Transfers. For payments over \$4,000 a Wire Transfer is required. **NO CASH, CHECKS or MONEY ORDERS WILL BE ACCEPTED!** If a wire transfer is required please email Support at [buyersupport@publicsurplus.com](mailto:buyersupport@publicsurplus.com) and request that wire transfer instructions be sent, or request the instructions via a live chat. These instructions will be emailed. Please follow them exactly to allow for prompt payment. A receipt will be emailed once the payment has cleared.

**Bid Deposits.** The City of New York may require bid deposits to ensure fairness and equity to all buyers as a way to decrease default bidding. The deposit will be returned 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.

**Pick-Up and Removal Procedures.**

1) The Buyer will be notified upon receipt of payment. The buyer may then contact the responsible party listed for the auction item and arrange for a mutually convenient pick-up time. The buyer must bring to the pick-up location (1) the "Notice of Award," (2) the "Paid Receipt" and (3) personal identification (such as a Driver's License). **All three items must be presented at the scheduled pick-up, or the auction item(s) will not be released.**

2. If a representative of the buyer is picking up an item, that representative must bring the Notice of Award and the Paid Receipt (photo copies are acceptable), plus a note from the designated "winning bidder" specifically naming the authorized representative, along with personal identification. In addition, the winning bidder must send an e-mail from the winning bidder's e-mail address used for the auction stating the name of the person authorized to pick-up the item.

3. Buyer must remove auction item(s) from the agencies' premises within **either five (5) business days** of notification by Public Surplus of receipt of payment or within **ten (10) business days** after the time and date of issuance of the Notice of Award, whichever occurs first. 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 dispose of the item through another auction or otherwise and (2) in instances where payment has been received, reimburse the Buyer the full purchase price he or she paid. 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 any New York City agency assume responsibility for packing, loading or transporting. In general, property may be removed between the hours of 8am and 3pm, Monday through Friday, excluding legal holidays, by scheduled appointment only. For additional information, please contact [NYCSurplus@dcas.nyc.gov](mailto:NYCSurplus@dcas.nyc.gov)

**Buyers Premium.** A 9.5% Buyer Premium shall be added to the final sale price with a \$1 minimum charge per auction.

**State/Local Sales and/or Use Tax.** The City of New York may collect sales tax of 8.875%, unless the Buyer has provided a valid tax-exempt certificate prior to payment. If applicable, the sales tax will be visible during the bidding process and will be included in the payment specified.

**Default.** Default shall include (1) failure to observe these terms and conditions; (2) failure to make proper 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, the City of New York may exercise such rights and may pursue such remedies as are provided by law.

**Acceptance of Terms and Conditions.** By submitting a bid, the bidder agrees that he/she 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.