



Columbus, Ohio

## 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.**

**Guaranty Waiver.** All property is offered for sale "AS IS, WHERE IS." The **Franklin County Board of Commissioners (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 for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

**Description Warranty. Seller** warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property and the Buyer must have personally been to the facility and physically seen the equipment. 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 the **Franklin County Board of Commissioners** shall not exceed the actual purchase price of the property. Please note that upon removal of the property, **all sales are final.**

**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 **GovDeals** from liability therefore.

**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. To schedule an inspection of items please refer to your Buyer's Certificate for contact information.

**Consideration of Bid.** The **Franklin County Board of Commissioners** reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

**Buyer's Certificate.** Successful bidders will receive a Buyer's Certificate by email from **GovDeals**.

**Payment.** PAYMENT MUST BE MADE ONLINE. To make online payment, log into your **GovDeals** account and select "My Bids". Please follow the instructions there.

Payment in full is due not later than five (5) business days from the time and date of the Buyer's Certificate. Payment must be made electronically through the **GovDeals** Website.

**Removal.** All items must be removed within **10 business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified.

**Property Pickup.** Successful bidders are responsible for loading and removal and any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will the **Franklin County Board of Commissioners** assume responsibility for packing, loading or shipping. Property may be removed between the hours of **8:00a.m. to 3:00p.m., Monday through Friday\***, excluding legal holidays. To schedule removal of purchased items please refer to your Buyer's Certificate for contact information.

\*Some agencies may have varying hours.



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**Vehicle Titles.** Seller 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 [GovDeals](#) website. Open titles cannot be issued. The **Franklin County Board of Commissioners** 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 contract and suspension from participation in all future sales until the default has been cured. Seller reserves the right to reclaim and resell all items not removed by Buyer twenty (20) days from the expiration of specified removal date. 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.

**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.

**State/Local Sales and/or Use Tax.** Buyers may be subject to payment of State and/or local sales and/or use tax. The **Franklin County Board of Commissioners** is not responsible for collection of taxes. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

**Sales to Employees.** Employees of **Franklin County Board of Commissioners** may bid on the property of **Franklin County Board of Commissioners**, provided that they do not bid while on duty. Any officer or employee participating in the determination of certain property as surplus shall not submit a bid for its purchase.

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