



## ON LINE SALES - TERMS AND CONDITIONS

**Guarantee Waiver:** All property is offered for sale “**as-is, where-is.**” Fox Valley Technical College 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:** Fox Valley Technical College 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 removal of the property. If Fox Valley Technical College confirms that the property does not conform to the description, Fox Valley Technical College will keep the property and refund any money paid. The liability of Fox Valley Technical College 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. 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.

**Consideration of Bid:** Fox Valley Technical College reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

**Bid Deposits:** Fox Valley Technical College 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.

**Buyers Premium:** A Buyers Premium may be added to the final sale price with a \$1 minimum charge per auction to collect payment. If added the premium will be visible during the bidding process and will be included in payment to Public Surplus.

**State/Local Sales Tax:** Fox Valley Technical College may collect sales tax of 5%, unless the buyer has provided a valid tax-exempt certificate to Fox Valley Technical College prior to payment. If applicable the sales tax will be visible during the bidding process and will be included in your payment to Public Surplus.

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

**Payment:** Public Surplus collects all payments for Fox Valley Technical College. Payment for an awarded item must be received within 5 business days of close of auction. Payment shall be made online by credit card, or wire transfer. 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 "**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.

### **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.



### **Wire Transfers:**

For payments over \$4,000.00 a wire transfer is required. **NO CASH, CHECKS, OR MONEY ORDERS WILL BE ACCEPTED.** If you need to do a wire transfer please email support at [buyersupport@publicsurplus.com](mailto:buyersupport@publicsurplus.com) asking for wire instructions or request the instructions via live chat. These instructions will be emailed to you. Please follow them exactly to allow for prompt payment.

### **Pick Up Procedures**

1. Public Surplus will notify the Buyer upon receipt of payment. The Buyer may then contact the responsible party listed for that item and arrange for the property to be removed between the hours of **8 a.m. and 3 p.m. by appointment only**, excluding legal holidays. For additional information, please contact **Paige Buchman (920) 735-2498** or [auction@fvtc.edu](mailto:auction@fvtc.edu). The Buyer must bring the Notice of Award with the Paid Receipt and personal identification such as a Drivers License or DMV ID to the pickup location. The person releasing the item will require the Buyer to show all three documents. **The Buyer must present these forms of identification at the scheduled pick up or the auction item(s) will not be released.**

2. If you are picking up an item for someone else, you will need to bring the receipt, (photo copies are acceptable), plus a note from the designated “winning bidder” specifically naming you as their authorized representative, along with your own ID.

### **Removal:**

- Buyer must remove auction item(s) from Fox Valley Technical College premises 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.
- If the Buyer, after making payment for an item, fails to remove the item within the specified time, Fox Valley Technical College reserves the right (1) to retain any and all payments; and (2) to dispose of the item as deemed desirable.
- 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 Notice of Award.
- The Buyer will make all arrangements and perform all work necessary, including packing, loading and transporting the property. Under no circumstances will Fox Valley Technical College assume responsibility for packing, loading or shipping.
- Property may be removed between the hours of **8 am and 3pm by appointment only**, excluding legal holidays. For additional information, please contact **Paige Buchman (920) 735-2498** or [auction@fvtc.edu](mailto:auction@fvtc.edu).

**Vehicle Titles:** Fox Valley Technical College 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. Fox Valley Technical College 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. If the Buyer fails in the performance of his/her obligations, Fox Valley Technical College 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 understands and accepts 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.