

SURPLUS SALES TERMS AND CONDITIONS INFORMAL SALE

1. Inspection.

The Bidder is invited to inspect the property prior to submitting a bid. Failure to inspect property does not constitute grounds for the withdrawal of a bid after opening.

2. Condition and location of property.

(a) All property is offered for sale "as is" and "where is."

(b) The description is based on the best available information. However, the Contractor makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of the property or its fitness for any use or purpose.

(c) Except as provided in Variations in clause 14 Quantity or Weight, and clause 15 Risk of Loss, no request for adjustment in price or for rescission of the sale will be considered. This is not a sale by sample.

3. Consideration of bids.

(a) Bidder agrees that this bid is firm and irrevocable within the acceptance period specified in the Invitation (or, if not specified, not less than ten or more than 60 days).

(b) The right is reserved to reject any or all bids, to waive any technical defects in bids.

4. Payment.

(a) Purchaser agrees to pay the full purchase price for awarded property at the prices quoted in the bid.

(b) The full purchase price shall be made by cashier's check or money order made payable as directed in Award Notification.

5. Title.

(a) Title to property sold under this Invitation shall vest in the Purchaser when full payment is made.

6. Delivery and removal of property.

(a) The Purchaser shall be entitled to obtain the property upon vesting of title in the Purchaser. Delivery shall be made at the designated location, and removal will be at the Purchaser's expense within ten (10) days of notification of bid award.

(b) The Purchaser shall reimburse the Contractor for any damage to the Contractor's property caused by Purchaser's removal operations. If additional time is required to remove the property, the Contractor, without limiting any other rights, may require the Purchaser to pay reasonable storage charges.

7. Default.

If the successful Bidder fails to make full payment, remove property by the specified date, or comply with any other terms and conditions of sale, the Contractor reserves the right to sell or otherwise dispose of any or all such property and to charge losses and incidental expenses to the defaulting Bidder.

8. Risk of loss.

The Contractor is responsible for reasonable care and protection of the property until the date specified for removal. All risk of loss, damage, or destruction from any cause whatsoever shall be borne by the Purchaser after passage of title.

9. Liability.

When liability has been established, it shall not exceed the refund of any portion of the purchase price already received by the Contractor.

10. Oral statements.

Any oral statement by the Contractor changing or supplementing the contract or any condition thereof is unauthorized.

11. Eligibility of bidders.

The Bidder certifies that: (a) He/she is not employed by the U.S. Government; (b) He/she is not involved in the disposal process; (c) He/she is a U.S. Citizen.

12. Claims liability.

The Purchaser or Bidder agrees to save the Contractor and Government harmless from any and all claims, demands, actions, debts, liabilities, judgments, costs, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property of, and injuries to or the death of any and all persons whatsoever, in any manner caused or contributed to by the Purchaser or Bidder, their agents, servants or employees, while in, upon, or about the sale site on which the property sold or offered for sale is located, or while going to or departing from such areas; and to save the Contractor and Government harmless from and on account of damages of any kind which the Contractor may suffer as the result of the acts of any of the Purchaser's agents, servants, or employees while in or about the said sites.

13. REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

It is the bidder's responsibility to ascertain and comply with all applicable Federal, State, local and multi-jurisdictional laws, ordinances, and regulations pertaining to the registration, licensing, handling, possession, transportation, transfer, export, processing, manufacture, sale, use or disposal of the property listed in the invitation. Purchasers or users of this property are not excused from any violation of such laws or regulations either because the United States is a party to this sale or has had any interest in the property at any time. The Purchaser certifies that the property covered by this contract will be used in the United States. In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval. Software will be used to overwrite information on any Hard Drives.

14. Variations in quantity or weight

When property is sold on a "unit price" basis, the Contractor reserves the right to vary by up to 15 percent the quantity or weight listed in the Solicitation and the Purchaser agrees to accept delivery with these limits. The purchase price shall be adjusted in accordance with the unit price and on the basis of the quantity or weight delivered.