



GENESEE COUNTY ROAD COMMISSION Flint, Michigan

Online Sales – Terms and Conditions

All bidders and other participants of this auction agree that they have read and fully understand these terms and conditions and agree to be bound thereby.

Guaranty Waiver: The **Genesee County Road Commission (Seller)** offers this property for sale "as is where is with all faults." There are no warranties, representations or guarantees, either expressed or implied as to the quality, character or condition of any of the items offered for sale. The implied warranties of the merchantability and fitness for a particular purpose are expressly disclaimed. Purchaser(s) of any of these items shall not be entitled to any adjustment or allowance, rescission, damages, or any other remedy or claim on account of the quality, character, or condition of any item offered for sale. The Genesee County Road Commission is not a dealer or manufacturer of any of these items. Purchaser acknowledges that it is his or her responsibility to inspect and test any and all equipment. Purchaser agrees to hold harmless and indemnify the Genesee County Road Commission from and against any and all claims or causes of action arising out of or related to the purchase, operation, and use of the items purchased from the Genesee County Road Commission.

Description Warranty: **Seller** warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misleading description must be made prior to removal of the property. If the **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 **Genesee County Road Commission** shall not exceed the actual purchase price of the property. Please note that upon removal of property, **all sales are final.**

Personal and property risk: Persons attending during exhibition, sale or removal of goods assume all risks of damage or loss to person, their personal property and/or property awarded to them, and specifically release the **Genesee County Road Commission** and **GovDeals** from any and all liability.

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. Please contact Joyce McClane, Purchasing Coordinator, (810) 767-4920 office, 810-767-4405 fax or email jmcclane@gcrc.org.

Consideration of Bid: The **Genesee County Road Commission** 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 in full is due no later than **five (5) business days** from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- ❖ U. S. Currency
- ❖ Certified Cashiers Check
- ❖ Money Order
- ❖ Company Check (with Bank Letter guaranteeing funds – **mandatory**)

Cash payments and checks shall be in the exact sale amount. Checks must be made payable to the **Genesee County Road Commission**. Payments shall be made at the location listed in the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified.

Removal: The successful bidder will be issued a Buyer's Certificate which identifies the property being awarded and where it is stored pending removal. All property awarded must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. The successful bidder shall be totally responsible for making all arrangements and performing all work necessary, including packing, loading, and transportation of the property. Under no circumstances will the **Genesee County Road Commission** assume responsibility for packing, loading or shipping. Property may be removed between the hours of **8:00 a.m. and 2:00 p.m., Monday through Friday**, excluding legal holidays. For additional information, please contact Joyce McClane, Purchasing Coordinator, (810) 767-4920 office, 810-767-4405 fax or email jmccclane@gcrc.org. A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

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 website. Open titles cannot be issued. The **Genesee County Road Commission** 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 their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller reserves the right to reclaim and resell all items not removed by Buyer thirty (30) days from the expiration of specified removal date.**

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 they are the successful bidder, 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. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

Sales to Employees: Effective May 22, 2007, it is the policy of the Genesee County Road Commission that "surplus" property sold by the Genesee County Road Commission shall not be purchased by an employee of the Genesee County Road Commission, his or her spouse, his or her parents or his or her children or step-children.