



# State of New Jersey

## Division of Purchase and Property

Trenton, New Jersey

### 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 AND WITH ALL FAULTS**. The **State of New Jersey, Division of Purchase and Property (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. Prospective Bidders are strongly encouraged to inspect the items offered for sale and conduct their own due diligence prior to placing any bids. **All sales are final. Requests for rescission of sale or adjustment of price will not be considered.**

**Personal and property risk.** Persons attending during exhibition, sale or removal of goods assume all risks of damage or loss to person and property and specifically release Seller and **Municibid** 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. **Inspection is by appointment only.** Please see item description for contact information to schedule an inspection.

**Right to Re-Auction.** In certain circumstances there may be a need to re-auction an item listed for sale. Some reasons for this may include, but are not limited to a reserve not being met, a default by a winning bidder, or discovery of misrepresentation in the description of an item. In the event this does happen the item may not necessarily be advertised again, but all bidders and bid watchers for that particular item will be automatically notified by email of the change in auction date and time.

**Consideration of Bid.** The **State of New Jersey - Division of Purchase and Property** reserves the right to reject any and bids and to withdraw from sale any of the items listed.

**Buyer's Invoice.** Successful bidders will receive a Buyer's Invoice by email from [Municibid](#). Payment instructions are listed on the auction item page and can be found at [www.municibid.com/pay](http://www.municibid.com/pay).

**Removal.** All items must be removed within **10 business days** from the time and date of issuance of the Buyer's Invoice. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of 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 Invoice. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See special instructions on each auction page for removal details. A daily storage fee of \$40.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Invoice.

**Titles.** **Seller** will issue a title or certificate, if applicable, 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. **Seller** 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 twenty (20) days from the expiration of specified removal date without a refund.**

**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. These Terms and Conditions are displayed at the top of each page of each item listed on [Municibid](#).