

TERMS OF SALE

PREVIEW: All items will be available to municipalities for a minimum of seven (7) calendar days.

1. All municipalities must be registered with the State of New York prior to negotiation of any sale.
2. **ALL requests must be communicated by the designated official from said municipality, through the OGS State Surplus mailbox at nystore@ogs.ny.gov. No phone requests will be accepted!**
3. The State of New York reserves the right to add or withdraw any item(s) at any time.
4. All known information, defects, etc. are listed for each item and no further information is available. All goods are available for inspection and are being sold on an “as is” and “where is” basis with no guarantee expressed or implied by the State of New York. Buyers are **encouraged to inspect** all items.
5. Sale will be made on a first-come, first-served basis, subject to the terms of sale and the State of New York’s decision will be absolute.
6. New York State reserves the right to reject any and all offers.
7. When each sale of goods is complete, the risk of loss passes to the buyer when the State of New York designates the purchaser.
8. A bill of sale will be furnished and vehicle titles will be made out to the winning Municipality’s name, **NO EXCEPTIONS!**
9. **All sales are final. No refunds, No returns, No exchanges, No turndowns.**
10. Municipalities may use a purchase order, which must be signed and payable to the State of New York within the 30 day time frame. Payment may also be made by money order or cashiers’s check within 30 days of the completion of the sale. **Payment MUST be made before item/vehicle is removed.**
11. Item numbers are assigned for identification only. **The lotting of items is at the discretion of New York State and will be sold as such. Lots will not be split.**
12. Removal must be made during state business hours within the 30-day period. Notice of at least 24 hours must be made with the releasing agency for removal. A copy of the Bill of Sale **must** be furnished at the time of removal. Loading and removal is the responsibility of the municipality. State equipment, resources or personnel will not be provided.
13. Failure to comply with removal terms will affect future bidding privileges. Items not removed within the time allowed may be forfeited and the buyer will have no recourse.
14. The use of New York State seals or insignias on private vehicles is **prohibited**.
15. By signing this agreement, you acknowledge acceptance of these terms and conditions.
16. **NOTICE:** It is expected that the buyer shall responsibly use this personal property including its disposition in conformance with applicable law, rules and environmentally preferred practices.

(03/12)