

SURPLUS PROPERTY

Terms and Conditions of Sale

1. All purchases must be paid for at the end of the sale. We will accept cash and personal checks with proper identification, but we charge, and Buyer must pay \$25.00 for any "NSF" check returned.
2. Sales taxes on the sales price are collected upon payment. Dealers' sales tax exemptions will be recognized only upon providing a proper, current resale tax identification number at registration, and prior to payment. Once collected, we will not refund sales taxes even if a valid number is subsequently provided.
3. The Auctioneer will call out each bid as he receives it. We are not responsible for any bid offered but not received. Buyer must clearly signal his/her bids, listen to the bids called to be sure it was received, and notify the Auctioneer immediately if his/her bid is called out incorrectly. Any uncertainty or confusion about whether or which bid is accepted will be resolved at the sole discretion of the Auctioneer, who has the discretion to declare an item sold, permit further bidding between only the parties in dispute, or re-open bidding to all. The item is sold when the item number, bid card number, and accepted bid amount are declared by the Auctioneer to the sale clerk. Buyer must pay for each item upon which his/her bid is accepted by the Auctioneer's declaration to the sale clerk.
4. **ALL ITEMS ARE SOLD "AS IS, WHERE IS, WITH ALL FAULTS" WITH NO WARRANTY OR GUARANTEE.** No statement made in any advertising or informational materials for the auction, nor made orally before or during the auction is intended to be a warranty or guarantee of the age, condition, quality, provenance or origin of any item offered for sale. **ALL SALES ARE FINAL, NO REFUNDS.** Buyer accepts all responsibility for examining any item offered for sale, investigating its background and informing himself/herself of the matters necessary to evaluate the item as a potential purchase. Buyer also acknowledges that the Auctioneer, NKU and their employees, have not made any representations upon which Buyer is relying.
5. Any item originally offered for sale may be withdrawn from the sale at any time prior to the Auctioneer's declaration that it is sold. Items may be added to the sale at any time. Buyer is required to examine and investigate these items, and is bound by Terms and Conditions of paragraph "4" above.
6. Purchases may be removed from the premises of the sale only on presentation of the Buyer's ticket stub which will be provided by the cashier after payment of all amounts due. **We do not provide storing, packing, loading, or transporting services.** Buyer must remove his/her purchases the day of the sale, unless specific arrangements can be made with an authorized University representative. Buyer acknowledges that we are not in any way responsible for protecting or preserving any items belonging to Buyer which are not removed from the premises within that time.
7. After obtaining the ticket stub from the cashier, Buyer may negotiate private agreements with our employees to assist him in removing his/her purchases. Any services which may be provided by employees of the University or the Auctioneer pursuant to a private agreement with Buyer shall be performed under Buyer's exclusive supervision and at Buyer's sole risk. NKU and the Auctioneer shall not be responsible in any manner for any type of damages caused, in whole or in part, by the packing, leading or transporting of any item once it has been purchased by Buyer.