



University of Massachusetts Amherst

Sale of Surplus Property Terms and Conditions

All prices must be submitted on a Net Basis. All bids must be submitted in U.S. Dollars.

Returns will not be accepted.

All items are offered "as is" and "where is" to the highest bidder. The Buyer acknowledges that all equipment is sold "as is" and "where is" with all faults. The University disclaims any warranties, including any warranty for a particular purpose and any warranty of merchantability.

The University makes no representations regarding the suitability of these items for any purpose.

The successful bidder is responsible for all packing, handling, loading and removal of the sold surplus equipment from its location on the University property.

University personnel will not be available, and are not responsible for, the loading or handling of any surplus property.

Buyer must remove the complete item(s) purchased from the University premises.

Buyer will not be allowed to salvage desired parts from the equipment and leave the unwanted parts behind.

Buyer agrees that the University shall have no liability for consequential, incidental, special or punitive damages arising out of this agreement.

Buyer shall remove all unused materials associated with the surplus property purchased and leave the premises in a neat and clean condition at the completion of the work.

University will provide Buyer with reasonable access to the surplus property to allow for the removal during normal business hours by arrangement with the contact person listed in the bid.

Buyer assumes full responsibility for, and title to, surplus property and Buyer signature on the Bill of Sale. Upon transfer of the title, all risk of loss shall transfer to Buyer, and University shall have no liability of any sort for any damages of any kind which may result from Buyer's removal, transportation, shipping, use, disposition or disposals in any manner for the surplus property purchased herein.

Buyer will be responsible and make full restitution for any damage caused to University property during removal of surplus property from the University premises.

Buyer shall indemnify and hold the University harmless from and against any injury, loss, damage, claim or liability therefore arising from any omission, default or neglect of the Buyer, the Buyer's agents or employees in connection with the surplus property removal.

The University reserves the right to reject any or all bids or parts thereof, if deemed in the best interests of the University and may decide not to make an award on any individual item or combination of items.