



# NEW JERSEY TURNPIKE AUTHORITY

P.O. BOX 5042

WOODBIDGE, NEW JERSEY 07095-5042



## Procurement and Materials Management ONLINE SALES TERMS AND CONDITIONS

**All bidders and other participants of this auction agree that they have read and fully understand the terms and conditions set forth below and agree to be bound thereby.**

**Guaranty Waiver:** All property is offered for sale **AS IS, WHERE IS AND WITH ALL FAULTS**. The New Jersey Turnpike Authority makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property listed 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 Property Risk:** Persons attending during exhibition, sale or removal of goods assume all risks of damage or loss to person and property and specially release the **New Jersey Turnpike Authority and Municibid** from liability therefore.

**Inspection:** Most items offered for sale are used and contain defects not immediately detectable. Bidders may inspect property prior to bidding **by appointment only** on those dates and times specified in the item listing. Please refer to item listing 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. Reasons may include but are not limited to a reserve price not being met, a default by a winning bidder, or discovery of misrepresentation of an item. In this event, the item may not necessarily be advertised again, but all bidders and bid watchers for that particular item will be notified by email of the change in auction date and time.

**Consideration of Bid:** The New Jersey Turnpike Authority reserves the right to reject any and all bids and to withdraw from sale any listed items.

**Buyer's Invoice:** Successful bidders will receive a Buyer's Invoice via email from **Municibid**. Payment in full is due to **Municibid** no later than five (5) business days after the auction closing date. Payment is accepted in the form of Electronic Fund Transfer, Wire Transfer, Credit Card and Certified Payment (Certified Check, Cashier's Check or Money Order). Mailed payments must be postmarked no later than two (2) business days from the date of the Notice of Award. Purchases will not be released until full payment of invoice is completed.

**Removal:** 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 specified in the item listing and on the Buyer's Invoice. The Buyer will make all arrangements and perform all necessary labor including packing, loading and transportation of the property. Under no circumstances will the **New Jersey Turnpike Authority** assume responsibility for, provide assistance or perform any labor related to removal of the property. Please refer to the "Additional Information on This Auction" section on the item listing page for any additional removal details or special instructions. All items must be removed within 10 business days allowed and stated on the Buyer's Invoice.

**Titles:** The New Jersey Turnpike Authority will issue a title or Manufacturer's Certificate of Origin, if applicable, upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description. Titles and receipts will be completed according to the information of the winning bidder provided by Municibid. Requests for changes to the sales receipt or title will be denied. No replacement titles will be issued.

**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 the 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, **The New Jersey Turnpike Authority** may exercise such rights and may pursue such remedies as are provided by law. The New Jersey Turnpike Authority reserves the right to reclaim and resell any or all items not removed by the Buyer twenty (20) days from the expiration of the specified removal date with no refund provided.

**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 on the top of each page of each item listed on Municibid.

**EMPLOYEES OF THE NEW JERSEY TURNPIKE AUTHORITY  
ARE NOT PERMITTED TO BID**