

Dartmouth College, Terms and Conditions for items sold on Municibid:

Please note, Both Buyer and Seller must sign the Terms and Conditions as part of the Dartmouth Bill of Sale transferring ownership to the Buyer.

1. Conveyance. For good and valuable consideration in the amount specified on this Invoice/Bill of Sale the receipt and adequacy of which Seller hereby acknowledges, Seller hereby irrevocably sells, assigns, transfers, conveys, grants, bargains and delivers to Buyer, all of its right, title and interest in and to the goods as described above ("Goods"). Buyer represents that it has had an opportunity to examine the Goods, and acknowledges that it will be responsible for removing the Goods entirely from Seller's premises.

2. Disclaimer of Warranties. SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BY ACCEPTING THIS BILL OF SALE, BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT.

3. Release of Liability; Indemnification. Buyer (for itself and its servants, agents, students, employees, or other representatives and assigns) hereby releases, waives, discharges and agrees not to sue Seller, its servants, agents, students, employees, or other representatives and assigns from and against any and all liability resulting from any and all claims, actions, causes of action, demands, damages and expenses, including those arising from Seller's own negligence, which Buyer may have in connection with the receipt and any and all subsequent uses, by Buyer or others, of the Goods. Buyer agrees that in no event will Seller be liable to Buyer for special, incidental, consequential or indirect damages, including lost profits, revenues or business opportunities, caused by any failure, operation or use of the Goods. Buyer shall further indemnify and defend Seller, its servants, agents, students and employees from and against any and all liability resulting from any third party claims arising from or related in any way to Buyer's receipt or use of the Goods or Buyer's breach of any representation or warranty made in or of any of its obligations under this Bill of Sale.

4. Payment. Unless otherwise agreed in writing between the parties, Buyer shall remit payment of all items within five (5) days of the end of the auction in US Funds by bank transfer, wire transfer, or money order at the sole expense of the Buyer. For those payments submitted by US Mail or Carrier items must be postmarked with three (3) days of the end of auction and at the sole expense of the Buyer.

5. Governing Law. This Bill of Sale is governed by, and construed in accordance with, the laws of the State of New Hampshire, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New Hampshire.

6. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Bill of Sale delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

7. Export Restrictions. Buyer agrees to comply with all export laws, restrictions and regulations of the United States governing or relating to the equipment purchased under this Bill of Sale. Buyer represents and warrants to Seller that Buyer is not procuring the product purchased under this Agreement with the intent to export such product in violation of US export control laws and regulations, and that Buyer is not a national or resident of any country subject to a US embargo, including without limitation Angola, Burma, Cuba, Iran, Iraq, Libya, North Korea, Sudan or Syria.

8. Removal. Unless otherwise agreed in writing between the parties, all items will be removed completely by the Buyer from their present location during normal business hours within ten (10) business days from the date shown above with transportation provided by the Buyer at its sole expense. Buyer accepts full responsibility for the replacement or repair to any College owned property while preparing and transporting the equipment from premises.

IN WITNESS WHEREOF, Seller and Buyer have each duly executed and delivered this Bill of Sale as of the date first written above.

Trustees of Dartmouth College Representative:

Buyer:

Print

Name: \_\_\_\_\_

Sign here

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Date: \_\_\_\_\_

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Date: \_\_\_\_\_