

This is a legal and binding contract between the NC State Surplus Property Agency (SSPA) and the person signing and submitting a bid for advertised property. By signature, the bidder agrees to abide by all Instructions, the Terms and Conditions of Sale and Payment Terms as stated herein and failure to do so will render the bid invalid.

INSTRUCTIONS to BIDDERS

Please complete all the bidder information on the heading of the bid sheet. Type or clearly print all information.

Place the amount you are agreeing to pay in the space provided. Please make sure that your bid amount is on the same line as the item you are placing a bid for.

Sign the bid sheet accepting the Terms and Conditions of Sale.

Submit your bid by Faxing, Mailing or placing it in the bid box located at the SSPA Warehouse at 6501 Chapel Hill Road in Raleigh, NC 27607. Bids placed in the SSPA bid box by the bidder must be validated with the time and date stamp located near the bid box. It is the bidder's responsibility to get the bid submitted prior to bid opening time indicated on the bid. SSPA is not responsible for delays in mail delivery, busy fax lines or inoperable fax machines.

SSPA will mail a "NOTIFICATION OF AWARD" to the address stated on your bid the day of the award. SSPA is not responsible for delays in mail delivery. Therefore, you may check the SSPA Web Site at ncstatesurplus.com or call the SSPA after 12:00 Noon ET the day after the bid opening to determine if your bid(s) was highest. Please have your Bid Number(s) and Item Number(s) ready when calling.

TERMS AND CONDITIONS OF SALE

The State of North Carolina State Surplus Property Agency reserves the right to reject any or all bids. No bids for state property will be awarded if the individual invoice for one or multiple items is less than \$10.00. The State reserves the right to withdraw any property at any time prior to the sale.

The description of property offered for sale has been compiled from available data, and there is no guarantee or warranty on the part of State Surplus Property Agency as to number, condition, or quality of property offered. Refunds or adjustments will not be made for property not coming up to the standard expected by the bidder, nor will failure to inspect the property be considered grounds for a claim. Verbal comments by custodians concerning the condition of property are not considered by the SSPA nor will they be grounds for disputing an award of property.

All property is sold "**As is**" and "**Where is**" with "**All Faults**" and "**No Warranty, Written or Implied**".

Any costs for packaging, loading or transporting shall be assumed by the bidder unless otherwise indicated in the advertisement.

Bidders are invited to and should inspect property of interest prior to submitting bids. Reasonable opportunity will be afforded for inspection up to bid opening time, but the state will not furnish labor or materials for such purposes. The successful bidder is to assume all liability for the property after an award is made. The State will exercise its usual care for protection up to the time of removal, but will not be held responsible for any loss or damage to the property after an award.

No lump sum bids will be accepted. Bidders must bid on individual line items as listed on the bid sheet. Please clearly print all required information. All illegible bids will be rejected. Please check your bid for accuracy prior to submitting.

Should you submit a bid with errors, please complete another bid sheet with the same BID NUMBER and OPENING DATE, complete with the same information as the bid you wish to withdraw and write the following statement across the bid: "PLEASE VOID MY PREVIOUS BID FOR THE ITEM AND AMOUNT INDICATED", sign and date the statement. All requests to void a bid must be received by the NC State Surplus Property Agency prior to the bid opening time indicated on the bid sheet. Phone calls or E-mails will not be accepted.

PAYMENT TERMS

Should a successful bidder be invoiced multiple invoices on the same date for more than one item, payment must be remitted for all items awarded on that date. All invoices prepared for multiple bids and awarded on the same date must be processed with payments at the same time. No partial payments on a single invoice or multiple invoices printed on the same date will be accepted.

All payments must be in the form of cashier's check, certified check or money order. Payment must be received at the NC State Surplus Property Agency and all property must be removed before the close of business of the date indicated on the "Notice of Award". **Payments will not be accepted for awarded property at any site other than the NC State Surplus Property Agency.** No property may be removed by the successful bidder prior to full payment of the purchase price being received at the NC State Surplus Property Agency. The State Surplus Property Agency cannot be held responsible for late payments.

Certified/Cashier's checks or money orders must be made payable to: State Surplus Property Agency. Mail checks to: Mail Service Center 1310, Raleigh, North Carolina 27699-1310 or deliver to State Surplus Property Agency, 6501 Chapel Hill Road, Highway 54 West, Raleigh, North Carolina 27607.

If the person/company awarded property fails to pay for the property prior to the time indicated on the "NOTIFICATION - Award of Property", the property purchased will be promptly re-sold in such a manner as the State may elect and the bidder charged with the any loss to the State, if any, together with all expenses of the sale. If the person/company awarded property does not remove the property purchased prior to the time indicated on the "NOTIFICATION - Award of Property", State Surplus Property Agency reserves the right to resell the property a second time with no refund of any money to the person/company failing to remove the property before the deadline.