

**Truman State University
Surplus Property
100 East Normal Avenue
Kirksville, MO 63501
660-785-7672 or 660-785-4160**

Terms and Conditions:

- **ALL SALES ARE FINAL ~ NO REFUNDS OR RETURNS.** Buyers must pay for sale items the day of sale.
- All items are sold "**AS IS, WHERE IS**".
- **No Assumption of Liability.** Truman State University does not assume any responsibility for injury to anyone or damage to any property which results from removal of the property from university premises, any future use of the property, or the condition of any property sold at this sale.
- **No Warranty.** Truman State University does not provide a warranty for the property purchased and there is no implied warranty of merchantability or fitness for a particular purpose. Truman State University shall not be responsible for any indirect or consequential damages of the buyer or its agent(s) in connection herewith, such as loss of production, loss of anticipated savings or anticipated profits, or damages of any third party asserted against the buyer. The purchaser and/or its agent agree and understand it must determine the condition of the sale items.
- **Method of Payment.** Payment is accepted during sale hours. Accepted forms of payment include American Express, MasterCard, Visa, and Discover credit cards, debit cards, cash, personal check, or purchase order (if prior arrangements have been made). A valid Missouri driver's license is required for identification on personal and business checks, credit and debit cards. A \$25.00 fee will be charged on all returned checks. Sales tax will be collected unless the buyer is tax exempt and has a tax number document on file with Truman State University.
- **Removal of Property.** All purchased items must be removed by 3:00 p.m. the day of the sale unless prior arrangements are made with the Physical Plant employee working the auction. The sales clerk must receive payment by the end of the sale before items are removed. Any item not removed by 3:00 p.m. the next business day after the auction will be deemed to be abandoned and shall be considered to be the property of Truman State University and buyer's payment for that item will be forfeited.
- **Announcements made the day of the sale take precedence over all other advertising.**
- **Other Terms.**

- Truman State University has the right to withdraw items from the public sale and to refuse any/all bids.
- Failure to pay for awarded items may result in being banned from participating in future Truman State University sales.
- Loading, shipping, and packaging of awarded items is the responsibility of the successful bidder.
- As soon as you become the winning bidder at auction, you are responsible for the items purchased even if you have not yet paid for them. You are advised to guard against theft, loss, and breakage.

Sales Terms are subject to change.