

SUNY FARMINGDALE AVIATION AUCTION

TERMS OF SALE JUNE 27, 2023 9:30AM

INSPECTION: One (1) Hour Prior to Sale

PAYMENT: FULL PAYMENT MUST BE MADE WITHIN 30 MINUTES OF COMPLETION OF THE AUCTION

SALES: ALL SALES ARE FINAL. NO refunds. NO returns. NO exchanges. NO turndowns.

1. The State of New York reserves the right to **add** or **withdraw** any lot(s) before the sale.
2. All bids shall be arrived at independently without collusion, consultation, intimidation, communication, or agreement, for the purpose of restricting competition, with any other potential bidder.
3. **The OGS Representative has the right to suspend or terminate bidding privileges from customers immediately due to the following actions:** intimidating language or verbal threats, physical altercations, intentionally altering the condition of auction lots for the purpose of suppressing the sale price, collusion with the intent to restrict competition, stealing or destruction of property.
4. **The OGS Representative has the right to suspend bidding privileges for one year with one violation of any of the following infractions during the auction season:** payments not made within the allotted time of 30 minutes after the close of the auction (this includes proxy bidders not reachable when contacted for payment), late removal of lots (within 4 business days not including auction day) or partial pickups.
5. All goods have been available for inspection and are being sold on an “as is” and “where is” basis with no guarantee expressed or implied by the State of New York or the auction firm. Buyers are **encouraged to inspect** all lots before bidding. **Known defects are listed, but the absence of any indicated deficiencies does not mean the lot may not have deficiencies.**
6. Bidder acknowledges there is no means to allow for virtual inspection. Bidder also acknowledges that OGS and auctioneer are not responsible for loss of connectivity of an online auction platform due to, but not limited to, malfunctions, software and hardware malfunctions, viruses, disruption of power or other system failures. Buyers shall have no claim of any kind against NYS if the virtual service fails to work before or during an auction. If the State in its discretion determines that the virtual service cannot continue, the State can elect to cancel the online platform for a particular lot or lots and limit the bidding for the lot or lots to the live auction only. If the State elects to cancel the online platform the State will restart the bidding with the live auction only and will restart the lot being bid at the time the online platform portion of the auction was cancelled.
7. Sale will be made to the highest bidder, subject to the following terms of sale; however, if there is a disputed or tied bid among two or more bidders, the OGS Representative, at their discretion may determine the highest bidder or the bidding may be re-opened to determine the highest bidder. In any case, the OGS Representative’s decision will be absolute.
8. New York State or the OGS Representative reserves the right to reject any and all bids. On lots upon which there is a reserve, the State reserves the right to accept the last bid.
9. Each sale of goods is complete, with title of said goods and risk of loss passing to the buyer when the auctioneer says sold, or otherwise designates bidder as purchaser. Titles will be made out the way you have registered, **NO EXCEPTIONS!!**
10. **Full payment must be made within 30 minutes of the completion of the auction in cash, credit card or certified funds ONLY. Virtual sales may only be paid by credit card.** A bill of sale will be furnished once payment has been made. Municipalities, local subdivisions and school districts may also use the forms of payment outlined above or a purchase order; however, a letter of delegated authority must be presented to the OGS Representative prior to bidding and if successful, a signed purchase order, payable to the State of New York, must then be presented.
11. All bidders must be 18 years of age or older and have a bidding number for their bid to be counted as valid.
12. Catalog numbers are assigned for identification only. The lots will not necessarily be sold in numerical order. The lotting of lots is also at the discretion of the OGS Representative and/or the auctioneer.
13. Sales Tax will be charged and collected on all purchases, unless New York State is given acceptable proof of exemption at the time of sale.
14. **Loading services are not provided by OGS or the Auctioneer.** The winning bidder is responsible for the loading and removal of purchased lots and assumes all risk incidental to such loading and removal. The winning bidder is responsible for any damage and/or personal injury caused by removal of lots. This includes the obligation to repair and restore any damage to the property to the satisfaction of the facility representative. Removal must be made during State business hours within **4 business days of the auction.** A copy of the bill of

sale **must** be furnished at the time of removal. Failure to comply with the removal terms may affect future bidding privileges. Lots not removed will be forfeited and the buyer will have no recourse.

15. The use of New York State seals or insignias on private vehicles is **prohibited**.
16. The State reserves the right to suspend the bidding privileges, for this or any future auctions, of any person who violates these terms and conditions or engages in conduct that the State determines is inappropriate and/or contrary to the best interest of the State.
17. It is expected that all buyers shall responsibly use this personal property including its disposition in conformance with applicable laws, rule and environmentally preferred practices.
18. **By bidding**, you acknowledge that you have read, understand, and agree to the Terms of Sale as set forth herein.