

**FLORENCE COUNTY  
FLORENCE, SOUTH CAROLINA**

**ONLINE SALES – TERMS AND CONDITIONS**

**ALL BIDDERS AND OTHER PARTICIPANTS OF THIS AUCTION AGREE THAT THEY HAVE READ AND FULLY UNDERSTAND THESE TERMS AND AGREE TO BE BOUND THEREBY.**

**Guaranty Waiver.** All property is offered for sale “**AS IS, WHERE IS**”. **Florence County (Seller)** makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages- special, direct, indirect or inconsequential.

**Description Warranty.** **Seller** warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of **Florence County** shall not exceed the actual purchase price of the property. Please note that upon removal of the property, **all sales are final**.

**Personal and property risk.** Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and GovDeals from liability therefore.

**Inspection.** Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in item description. Please contact Rodney Fullard, at (843) 665-3047 to schedule an inspection.

**Consideration of Bid.** Florence County reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

**Buyer's Certificate.** Successful bidders will receive a Buyer's Certificate by email from GovDeals.

**Payment.** Payment in full is due not later than **5 business days** from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- U.S. Currency
- Certified Cashiers Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – **mandatory**)

Checks shall be made payable to: **Florence County**. Payments shall be made at the location listed in the Buyer's Certificate.

**Removal.** All items must be removed within **10 business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. 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 indicated on the website and in the Buyer's Certificate. The buyer will make all arrangements and perform all work necessary, including packing, loading, and transportation of the property. Under no circumstances will **Florence County** assume responsibility for packing, loading, or shipping. Property may be removed between the hours of **9:00am and 3 pm, Monday through Friday, excluding holidays.** For additional information, please contact Tony Lewis, Risk Manager, at 843-292-7432 or email at [tlewis@florenceco.org](mailto:tlewis@florenceco.org). A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

**Vehicle Titles.** **Seller** will issue a title or certification upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. **Florence County** will not issue replacement titles.

**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 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, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by Buyer thirty (30) days from the expiration of specified removal date.

**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 at the top of each page of each item listed on GovDeals.

**State/Local Sales and/or Use Tax.** Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

**Sales to Employees.** Employees of **Florence County** may bid on the property listed for auction, so long as they do NOT bid while on duty.