

# MIBID TERMS AND CONDITIONS

## POLICY

MiBid policies are rules and guidelines that help to create a safe, fair and enjoyable trading environment for all State of Michigan MiBid Internet Auction participants. As a buyer, you agree to accept responsibility for reviewing and understanding all applicable laws and regulations as set forth in the Terms and Conditions.

## TERMS AND CONDITIONS:

You may not bid on an item on this Site if you are not able to form legally binding contract, are under the age of 18, are temporarily or indefinitely suspended from our Site. You also must be a person(s), business or government entity with an e-mail address that can enter into legally binding contracts under applicable law. You also agree you will NOT Bid with no serious intention of buying and NOT commit to purchasing an item by winning the item, without the intention of paying for it, in full.

Buyer warrants that he/she is not a full-time, part-time, or temporary employee of Surplus Services, Agency Services, Department of Management and Budget; a member of the such an employee's immediate family; or any person acting on the employee's behalf.

The list of material offered for sale and its description has been compiled from available data, but there is no guarantee or warranty on the part of the State of Michigan relative to quantity, kind, character, description, condition, and/or suitability for use for which it may be desired by the buyer, or in any other respect whatsoever.

*Regarding Maintenance Records for Surplus Vehicles:* We provide any available basic vehicle information prior to making it available for purchase. Buyers have the opportunity to inspect any vehicle during the dates and times specified prior to but not after the Bid Closing date and time. Similar to retail vehicle vendors, we do not provide maintenance records for any vehicle.

All items are sold in untested "as is" and "where is" condition and must be removed at Purchaser's risk and expense. No refunds of any kind will be given. All Sales Are Final!

*Pick-up of all surplus property:* Successful bidders must make arrangements to pick up items at the location noted on the Item Details which may be Lansing or various other locations throughout Michigan. Most items with a location of Lansing will be found at the Department of Management and Budget, Surplus Services, 3201 W. St. Joseph Street, Lansing, Michigan, 48917. Winning bidders will be provided with exact pick-up location information. Use [Map Michigan](#) to plan a route from your home address.

**Business hours are 7:30 a.m. - 3:00 p.m. (Eastern), Monday through Friday, 517-334-8271. Sales that close after business hours will be responded to on the following business day.**

## **FEES & PAYMENTS**

**A \$150.00 Michigan Administrative Fee will be added to the final bid amount for all Titled MiBid purchases.**

**A 3% Buyers Fee will be added to the final bid amount for all other Non-Titled MiBid purchases.**

**Payment for property must be made in the form of Cashier's check, Money Order, Certified check, Visa, MasterCard, Discover, Business check, or Personal check (personal checks are limited to \$200) made payable to the State of Michigan. Credit Card checks ARE NOT ACCEPTED.**

**All items for sale are subject to all applicable Michigan Sales Tax in accordance with Michigan Sales Tax Act #167, P. A. 1933, as amended.**

*Tax Exempt Customers:* You are required to submit a [Michigan Sales and Use Tax Certificate of Exemption, Form 3372](#) for each purchase. Please fax a copy with the name you registered under and your User Name to 517-334-8262. A copy of your sales tax license will no longer be accepted. If we do not receive a signed copy of the form, you will not be considered Tax Exempt for any purchase.

The measure of the State of Michigan's liability, in any case where liability of the State to the Buyer has been established, shall not exceed refund of the portion of the purchase price as the State may have received.

### **SANCTIONS:**

**Bidders may be barred from participation in State of Michigan sales for any of the following:**

- a) Failure to observe the terms and conditions of sale.**
- b) Payment for purchases with a personal/business check, which is dishonored by a payer bank, depository bank, intermediary bank, collecting bank, presenting bank, or remitting bank.**
- c) Failure to claim purchases.**

It is the buyer's responsibility to remove the sale item(s) from its stated location, by the date and time for removal listed in the auction, or all rights to the said auction item(s) will be forfeited; and the item(s) will remain the property of the State of Michigan State Surplus Program and may be resold. Failure to follow through with any and all of the Terms and Conditions will result in a buyer's account being closed with forfeiture of eligibility to bid on future items.

**The State Of Michigan reserves the right to withdraw any item from auction or at its absolute discretion, to reject any and/or all bids considered, as not in its best interest.**

**PRIVACY POLICY:**

**Simply stated, our Privacy Policy is built on trust and integrity.**

**Trust that personal identifying information and sensitive financial information collected by this web site is used only for the purpose of conducting auction transactions and built on our integrity that we are good stewards of the information you have entrusted to our care.**

**This auction is being conducted by the state of Michigan using commercial firm, third party, software. Our policy agreement stipulates: Personally identifiable information will not be used, made available, nor disclosed to third party affiliates. Information collected or obtained on this auction site shall be the sole property of the state of Michigan and shall not be used by third party affiliates. All state of Michigan auction site users are automatically "opted out" to sharing user names and email addresses with third party affiliates during registration. Opting out will not affect their ability to place bids in any way. All financial information and personally identifiable information collected shall be purged from records when no longer needed.**

Should you believe that this Privacy Policy is not being honored, please email us at [mibidinfo@state.mi.us](mailto:mibidinfo@state.mi.us).