ASSET DISPOSAL PROCEDURE – TERMS AND CONDITIONS OF SALE

1. These terms and conditions apply to all Equipment offered for sale through the University of Sydney's Asset Disposal website.

**Condition of Equipment**

2. Buyer agrees and acknowledges:-
   2.1. The Equipment offered for sale is second-hand and not new;
   2.2. The Equipment is sold on an “as is” basis and no warranty is made to the Buyer about its condition or fitness for purpose;
   2.3. It is the Buyer’s responsibility to inspect the Equipment and ensure its condition or suitability before making an offer; and
   2.4. In making an offer, the Buyer accepts the Equipment with all its faults and any wear and tear.

**Payment of Sale Price**

3. Once an offer is accepted the full Agreed Price must be paid on or before the Equipment is collected.

4. If the full Agreed Price is not paid within 7 days of the offer being accepted, the Equipment may, in the absolute discretion of the Seller, be offered for sale again.

**Title and Risk**

5. Risk in the Equipment passes to the Buyer immediately upon its collection. Any arrangements for collection or delivery of the equipment are at the Buyer’s risk and cost.

6. Neither the Seller nor the University of Sydney accepts any responsibility or liability whatsoever for any damage to or loss of the Equipment once the Buyer collects the Equipment.

7. Title in the Equipment does not pass to the Buyer unless and until 100% of the Agreed Price is paid. Until then, the Buyer holds that Equipment as bailee of the Seller until title passes in accordance with this clause.

**Third Party Warranties**

8. If any Equipment has a third party warranty (such as a manufacturer’s warranty) for the benefit of the Seller, a copy of that third party warranty shall be given to the Buyer at the time the Equipment is collected.

9. It is the Buyer’s obligation to arrange transfer of any third party warranty, although the Seller will provide any assistance reasonably necessary to ensure this occurs.

I acknowledge that I have read and understood the above conditions of sale.

………………………………………………………………………………………………………………………..   ……………………………
Signature of Buyer/Buyer’s Authorised Signatory    Dated

………………………………………………………………………………………………………………………..
Name of Buyer

………………………………………………………………………………………………………………………..
Position (if applicable)

………………………………………………………………………………………………………………………..
Address of Buyer