Sales Agreement

1. Weekly warehouse sales are usually conducted every Wednesday from 8:30 a.m. until 2:00 p.m. unless otherwise posted. Sales transactions and payments are only accepted during posted general public sale hours. Cash is the preferred method of payment. The University of Oklahoma has the right to refuse any check of any amount if determined not to be in the best interest of the university. Only Oklahoma checks excluding temporary checks up to $500 will be accepted with a valid Oklahoma driver’s license. Sales tax is added to the sub total at the applicable rate, as determined by the Oklahoma Tax Commission. For resale purchases, a copy of a valid resale tax license must be supplied to the cashier prior the first purchase for sales tax exemption. Sale items are fixed price and are not negotiable. Sales discounts will be advertised.

2. All purchased items must be removed from the premises by the close of the next business day unless otherwise stated. Any items not picked up by the established time will result in the title retained by the University and may be offered for resale in the next sales opportunity. No refunds will be returned on these forfeited items.

3. Property Control must receive payment in full and issue a written receipt before items may be removed from the premises. Selling items between customers is not allowed on the premises. The University of Oklahoma has the right to withdraw items from the public sale at any time. All items are sold "AS-IS, WHERE-IS". The University of Oklahoma does not provide a warranty; the purchaser must determine the condition of the sale items. NO REFUNDS OR RETURNS WILL BE AUTHORIZED.

4. Loading of purchased items is the responsibility of the purchaser. Customers are not authorized assistance from university employees or authorized to use state funded equipment such as hand trucks or pallet jacks to facilitate the removal of their purchased items. Surplus store personnel will determine loading or staging locations based on size of purchased items.

5. The University of Oklahoma does not assume any responsibility for injury to anyone or damages to any property which results from removal of the property from University premises, any future use, or the condition of any property sold at this sale. All property purchased from the University of Oklahoma must be disposed of according to applicable laws. The purchaser signing each sales receipt agreement acknowledges they understand this statement and shall indemnify, defend, and save harmless the State, from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of any kind, including Attorney fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person resulting from customers removal or use of the property arising from or in connection therewith of performance of this agreement. Store customers obligation under this section shall not extend to any liability caused by the negligence of the State or its employees.

6. Purchaser acknowledges item(s) purchased are subject to all applicable United States laws and regulations, including those related to the export and re-export of technology, technical data, software or other items subject to export controls under the Export Administration Regulations, the International Traffic in Arms Regulations, and/or any of the embargoes, sanctions or regulations administered by the U.S. Department of Treasury’s Office of Foreign Asset Controls. Purchaser agrees to abide by any such applicable export controls, and is solely responsible for complying therewith.

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