

University of Michigan Internet Hosted Sales/Transaction Internal Policy

All sales of University of Michigan surplus property must be approved by the University's Property Disposition Office (SPG 520.1). In compliance with the Regents' delegation of authority for banking activities, all eBay or other internet hosted sales activity, the Treasurer's Office must approve the use of the University's banking services (accounts) for such purposes. Other internet banking activity (fund raising, etc.) should also be disclosed to Property Disposition as the single point of contact. University banking accounts do not allow for direct debits to be made by vendors. Charges for banking services are the responsibility of the selling/fund raising department.

It is important that the University be protected in all sales. To this end the *University of Michigan Internet Hosted Sales Terms and Conditions* must be displayed on the "hosting" web page for all sales. These are the minimum conditions that must be met. Specific instructions pertinent to each department's sale can expand upon these basic conditions.

DECLARATION OF SURPLUS

- A Declaration of Surplus form (<http://www.umich.edu/~ofa/PropDisp/99-SurplusForm.xls>) must be completed and sent to Property Disposition prior to any eBay or on line sale.
 - If a department manages the sale, the asset will be retired upon notification of the completed sale and receipt of funds. It is the responsibility of the department to notify Property Disposition if items are not sold, and/or if the department intends to keep the surplus in their departmental inventory.
 - If Property Disposition manages the sale, the asset will be retired upon receipt of the Declaration of Surplus form.

POSTING & COMPLETING SALE

- Departments posting and managing their own sales are required to follow all policies and procedures outlined in this document; the percentage of sales kept by Property Disposition will be determined and agreed upon based on the complexity/simplicity of Property Disposition's involvement.
- Service Level Agreements will be established for all transactions posted to eBay by Property Disposition.
- Auction duration, packing, shipping/handling will be determined by Property Disposition based on the merchandise to be sold.
- A receipt will be provided to the bidder by Property Disposition or by the department upon receipt of funds. All University issued receipts must have standard Property Disposition disclaimer.
- Pick-up arrangements must be made with Property Disposition staff if merchandise pick-up is deemed appropriate.

All eBay postings must include a notation of "Seller Protection Policy Eligible" and fulfill any other PayPal or eBay requirement to allow the University to obtain the protections of the Seller Protection Policy. See Property Disposition for more information if you are handling the sale within your own department.

VALUE OF MERCHANDISE

- Department will provide an estimated value on the Declaration of Surplus form.

- Property Disposition will approve the value or determine new value.
 - Property Disposition will determine if a starting bid is required.
 - Property Disposition will determine if a minimum bid is required.
 - Property Disposition will determine if a reserve bid is required.

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CONDITIONS OF MERCHANDISE

- Bidders are invited, encouraged and cautioned to carefully inspect property offered for bid prior to submitting bids. Merchandise will be available for inspection – contact the University of Michigan Property Disposition at property.disposition@umich.edu or 734.763.7303 to make inspection arrangements. Failure to inspect merchandise shall not constitute grounds for a claim or for the withdrawal of a bid after the auction is closed.
- All USED merchandise is sold 'AS IS / WHERE IS' unless the item is deemed appropriate to ship by Property Disposition and/or the University department selling the merchandise. See posting for details.
- There are NO WARRANTIES, express or implied, of either merchantability or fitness for a particular use or non-infringement.
- The University will try to present merchandise as accurately as possible. The presentation is based on the information available to us and to our knowledge at time of posting. We DO NOT guarantee this information's accuracy.
- Condition of merchandise is reported as observed by Property Disposition staff or the University department selling the merchandise.

SALES PROVISIONS

- ALL SALES ARE FINAL. THERE ARE NO RETURNS, REFUNDS, OR CANCELLATIONS except as noted below.
- Packaging and shipping is paid by the Buyer.
- Insurance on the shipment, if desired by the Buyer, is paid by the Buyer.
- All sales are made in Michigan and, accordingly, a 6% sales tax is charged. The sales tax will be paid by Seller.
- Title transfers to the Buyer at the time of shipment or, if the item is picked up at its University of Michigan location, at the time of delivery. All risk of loss transfers to the Buyer at the time of title transfer.
- If the Buyer refuses a shipment, the Buyer will be responsible for the cost of shipping both ways. No exceptions will be made unless an agreement is reached between the University and the Buyer prior to time of delivery.
- If the Buyer thinks the description of the item or the terms and conditions of sale are misrepresentative or misleading the Buyer must relay to the University why he or she reaches this belief. The University will review the facts. If the University concludes there was a misrepresentation of the item or the terms and conditions were misleading, the University will refund only the bid amount of the merchandise upon its return to our facility with freight paid by the Buyer. We will not refund packing or shipping charges. The Buyer agrees to accept the University's decision and the Buyer and University will mutually agree to cancel the sale.
- Any concerns must be submitted to the University by email or fax within 15 days of receipt of the item, or 45 days from the end of the auction, whichever date comes first.
- All sales are governed by Michigan substantive law without regard to conflict of laws principals except to the extent that PayPal or eBay require use of other laws in regard to an aspect of any dispute.

- Buyers must meet all criteria to enable sale to be Seller Protection Policy Eligible. Further, the University reserves the right to cancel any sale at any time if it receives information that causes the University to reasonably believe that the sale would violate applicable federal import/export rules and regulations.
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METHODS OF PAYMENT

- Cash, money orders or certified checks in U.S. dollars accepted. If merchandise is paid for and picked up at the University of Michigan Property Disposition warehouse, Visa, MasterCard, Discover and American Express are also accepted. For PayPal transactions, any approved PayPal funding accepted.
 - Payment through a single PayPal account is required for all merchandise shipped to successful bidder.
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SHIPPING

- Shipping will generally be handled by a packaging company. Shipment is only to a confirmed PayPal address. Buyer signature or acknowledgement of delivery is required for delivery.
- Merchandise can be picked up at Property Disposition when deemed appropriate by Property Disposition staff. See posting for details. If delivery of merchandise is taken at Property Disposition, Buyers may make their own shipping arrangements with a packaging company.