

Stanford University
Property Management Office – Surplus Property Sales

TERMS OF SALE

Payment	Payment due upon receipt of invoice. Payment must be in the form of a cashiers check or money order, payable to Stanford University Surplus Sales. Payment must be received prior to release of property to buyer.
Bill of Sale	Stanford University Surplus Sales will issue a Bill of Sale to the buyer upon receipt of payment.
Packaging and Transportation	Buyer is responsible for all packaging, handling, and shipping costs. Buyer is also responsible for arranging packaging and transportation services necessary to remove the item(s) from the Stanford premises.
Bill of Lading	A copy of the bill of lading shall be provided to Stanford University in order to provide documentation that this equipment was shipped to a point outside of the State of California.
Title and Risk of Loss	Title to the property herein sold and risk of loss thereof pass to Buyer upon delivery of the Equipment to Buyer or service agent acting on Buyer's behalf.
Indemnity	Buyer agrees to forever indemnify, defend, and save harmless Stanford from and against, and to waive any and all claims against Stanford for: any and all claims, suits and demands of liability, loss or damage whatsoever, including attorney's fees, whether direct or consequential, or account of any loss, injury, death or damage to any person or persons or property (including without limitation all agents and employees of Buyer and Stanford and all property owned by, leased to or used by either Buyer or Stanford or both) or on account of any loss or damage to business or reputation or privacy of any person, arising in whole or in part or in any way from Buyer's or any other party's purchase or use, or from Buyers or any other party's entry onto Stanford or dismantling or removal, of the property sold hereunder or in any way connected therewith or in any way related thereto, and regardless of whether such loss, injury, death or damage results in whole or in part form (a) the negligence or omission of Stanford, or (b) any product liability of Stanford or any person, or (c) any strict liability of Stanford or any person.
	There are excluded from the above indemnity and waiver provisions any such claims, suits and demands of liability, loss or damage resulting solely from Stanford's gross recklessness, active negligence, or willful intent to injure. As used in this indemnity and waiver provision, and for purposes of Buyer's insurance, Stanford shall be deemed to include Stanford University and their Trustees, directors, officers, employees, faculty, students, agents, affiliated organizations and their insurance carriers, if any.
Export	The use, disposition, export and reexport of Stanford University property transferred to the purchaser by this transaction are subject to all applicable US regulations, including the Export Administration Regulations (15 CFR 730-774), the International Traffic in Arms Regulations (22 CFR 120-130), and the Foreign Assets Control Regulations (31 CFR 500-600) that among other things prohibit the use or disposition, export or reexport of this property without first obtaining prior US government approval in the form of an export license or other authorization when required.
Warranty and Condition	Property is sold, as-is where-is, without any warranty expressed or implied.