

Payment for the MetroCard Machines (the “Material”) described in the MetroCard Machine Bid Submission Form is to be made in full, payable to the “New York City Transit Authority” (the “Authority”), before shipment or pickup by Buyer for all Material purchased.

All sales are final, payable in US Dollars only. Title transfers to Buyer at time of shipment or pickup from the Authority’s facility, at which time Buyer assumes all risk of loss. Buyer is solely responsible for arranging and paying for any shipment methods.

The Authority reserves the right to reject any and all Bids in its sole and absolute discretion. In the event of tie Bids, the Authority reserves the right to determine the successful Bidder by lot or otherwise in its discretion.

The Authority shall not perform any inspection or testing of the Material prior to sale. The Buyer acknowledges that the Material has certain internal components removed and does not function as a vending machine. The Authority shall have no responsibility for any information it furnishes or fails to furnish as a result thereof for compliance with laws or regulations.

The Material is furnished “as is” “where it lies” as a lot purchase and without any warranty, expressed or implied, of any nature whatsoever except that the Authority warrants its title thereto.

THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY THE AUTHORITY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE AUTHORITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE MATERIAL.

Buyer releases and shall indemnify and hold harmless the Authority, its officers, employees, agents and servants from and against all proceedings, claims, demands, costs, expenses and liability arising out of, resulting from, or in any way connected with the supply, shipment or use of the Material, including any parts, or supplies, or services furnished hereunder.

The maximum liability to which the Authority may be subject in connection with this transaction shall be the refund of the purchase price less processing fees, or so much thereof as has been paid by the Buyer.

Buyer’s approval of the terms of this sale shall constitute acknowledgement and agreement that any motor vehicles operated on Authority property in connection with this sale shall be properly insured in accordance with existing NY insurance laws. This transaction shall be governed by applicable New York law. No oral modification hereof shall be effective.

The Authority shall have no responsibility for loss or damage to any vehicle or other equipment or property entering upon Authority property for the purpose of carrying out this sale or shipment of the material, regardless of how caused.

When you purchase Material through this website, you are purchasing tangible Material. **Unless you separately obtain a license in writing from the Metropolitan Transportation Authority, you may not use the Material for a commercial purpose, reproduce it or use or modify any copyrighted materials, logos or trademarks contained on or within the Material.**