



Used Computer Equipment Sales Agreement

By acknowledgement of this Sale Agreement, _____ (Purchaser) agrees to the University of Wisconsin – Madison (Seller) terms and conditions of sale provided herein.

The Purchaser Agrees as follows:

1. Purchaser agrees to purchase the EQUIPMENT listed below according to the terms and conditions of this Agreement.

Used Computer

Manufacturer: _____ **Serial No.:** _____

Data Drive Contains Protected Health Information as defined by The Health Insurance Portability and Accountability Act (HIPAA) (yes/no): _____

Data Drive Contains protected student information as defined by The Family Educational Rights and Privacy Act Regulations (FERPA) (yes/no): _____

UW Department Note: Computers that contain HIPAA or FERPA data may not be sold or disposed without the cleansing of data through UW-SWAP or other Approved University data cleansing operation.

2. Purchase Price: \$ _____

3. Indemnity. The Seller, to the extent permitted by Wisconsin Law, shall be responsible for the consequences of any act or failure to act on the part of itself, its employees, or its agents. Purchaser shall be responsible for the consequences of any act or failure to act on the part of itself, its employees, or agents. Accordingly, each party shall be held responsible for its own sole negligence.

4. Disclaimer of Warranties. PRODUCT IS PURCHASED "AS IS". EQUIPMENT IS USED AND IS LIKELY TO HAVE DEFECTS. SELLER MAKES NO REPRESENTATIONS, AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT OR THE USE OF THE EQUIPMENT UNDER THIS AGREEMENT.

5. Governing Law, Jurisdiction. This Agreement shall be governed by and construed according to the laws of the State of Wisconsin, and jurisdiction for any legal action arising from this Agreement shall be in the State of Wisconsin.

Acknowledged by Purchaser

Date