Midwest Vehicle Exchange P.O. Box 239 Long Lake, MN 55356 612-355-1595 <u>mveinfo@mveauctions.com</u>

Dealers Only - No retail customers, proper ID required for entry.

No one under the age of 18 allowed at auction.



Terms and Conditions

Terms and Conditions can also be found on our website.

Midwestvehicleexchange.com

You are solely responsible for your employees in case of injury. Vehicles offered for sale must be in working condition; any safety concerns must be disclosed. All vehicles are subject to inspection by federal, state and local authorities. Dealers must be registered before doing business at Midwest Vehicle Exchange. All representations and warranties are made by or on behalf of the Seller. Changes in dealer registration such as ownership, banking information, authorized Buyers must be made in writing to auction. Stop payments or returned checks will be subject to a \$100 charge and the possible suspension of Buyer & selling privileges. Damage to personal property resulting from mechanical or safety defect will be the dealer's responsibility. All vehicles must have a gate pass prior to leaving the Auction lot. Midwest Vehicle Exchange reserves the right to void ANY transaction. Vehicles will run under Green Light (Auction Guarantee), White Light (Major Mechanical), Red Light (AS IS), and/or Blue Light (Title Absent). Auction polices are subject to change without notice. Update polices can be found at <u>www.midwestvehicleexchange.com</u> under login. Vehicles consigned for auction must have a ¼ tank of fuel. If it does not, 2 gallons will be added at \$5.00 per gallon. Seller must represent vehicles accurate condition. Payments must be made to the Auction office 2 hours after the completion of the sale. Vehicles must be removed from Auction premises within 24 hours after the completion of sale. Each vehicle must be paid by separate company check.

Midwest Vehicle Exchange reserves the right to refuse anyone the use of its services.

Buyer and Seller agree to abide by the Auction, Registration, Terms & Conditions, Arbitration Policies and Title Policies.

Upon registration, all user names and passwords created will be the sole responsibility of the registering dealer. Customer and authorized representative will be liable for all actions, omissions, and transactions.

Vehicles without a valid Vehicle Identification Number will not be accepted at Auction unless accompanied with proper state issued paperwork.

All "IF" sales are binding when the price is accepted by the Seller. The Seller has two hours from the time of sale to approve or reject/counter the "IF" sale. If no answer is received from the Seller within the two-hour time frame, the Buyer shall have the right to reject the "IF" sale.

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Terms and Conditions (Continued)

Vehicles may be test driven prior to the sale with valid Auction identification. Driver assumes all risks and understands that any issues arising from the test drive will be the sole responsibility of driver and/or dealership. Dealer agrees to indemnify and hold Midwest Vehicle Exchange harmless from any liability, lost cost, damage or expense, including attorney's fees which may arise either directly or indirectly.

The risk of loss shifts from the Seller to the Buyer upon the sale of the vehicle, either by the closing hammer on the block or at the time of a consummated If and or offer sale.

Buyer is responsible for any expense or work performed prior to returning vehicle.

Midwest Vehicle Exchange does not provide insurance coverage for damage, theft or loss occurring to consigned, purchased, or stored vehicles before, during, or after the sale.

Customer represents and warrants that the financial and other factual information presented to the Aauction is true, complete and accurate.

Buyer and Seller agree to indemnify and hold Midwest Vehicle Exchange harmless from any liability, lost cost, damage or expense, including attorney's fees which may arise either directly or indirectly from the sale and purchase of the consigned vehicle including but not limited to services provided by Midwest Vehicle Exchange, defects in title, and any matter relating to odometer mileage, odometer statements, or damage disclosure statements.