

By accepting the terms and conditions of this auction you acknowledge you are entering into a legal and binding contract:

When paying within the stated time and with our acceptable payment methods:

- Online winning bidders will be charged the following online buyers fee:
Less than \$5,000 – 5%
Anything Selling \$5,000 to \$9,999 - \$295
Anything Selling \$10,000 to \$14,999 - \$395
Anything Selling \$15,000 and higher - \$495
- 4% South Dakota Sales Tax or Paid Bill of Lading Applies.

You agree to make payment for all online purchases in U.S. Funds within 2 business days or less of receipt of invoice. **Acceptable form of payment is bank wire transfer. Checks by mail ARE NOT an accepted form of payment. Any other form of payment, other than the listed acceptable payment methods are subject to an additional 3% buyer's fee on the full amount of the purchase.** State sales tax, transfer, license fees & document fees will be charged where applicable. **No items will be released until full payment clears our office.** For payment questions contact Melanie at 605-448-0048 or email voldauctions@brittonsd.com

Vold Auctioneers & Realty and it's Employees act merely as agents for sellers. All auctions are with reserve unless specifically stated otherwise. Reserves, if any, ARE NOT disclosed. All final bids are subject to the seller's confirmation. Only the top bidder will be contacted as to the status of his/her bid. While the information we provide on item(s) is deemed correct, no warranties are expressed or implied as to any items being sold and you agree to purchase and accept the item in an as-is condition. Information on items is obtained by us from the sellers and you hereby agree to hold harmless Vold Auctioneers & Realty, BidCaller and their Employees for any errors or omissions regarding the item(s) being sold. This information includes but is not limited to year, model, machine or engine hours, physical condition, options, features and other data pertinent to the value of the item. **ALL ITEMS ARE SOLD AS-IS WHERE-IS unless specific factory or seller issued warranties are listed in the item description.**

You acknowledge that you have the right and responsibility to inspect the item(s) personally, or to have a third party representative inspect the item(s) for you. That by bidding on an item you have agreed to accept that item in it's present condition at it's present location and with the description provided whether accurate or not.

Upon your accepted bid of an item, that item shall immediately become your responsibility and be at your risk (whether you have paid for that item or not). You agree that Vold Auctioneers & Realty, it's employees, and their sellers are not responsible for lost, stolen or damaged items and will not reimburse or discount items for any type of loss. Buyers are responsible for any costs incurred to prepare their item(s) for transport and/or shipping. This includes but is not necessarily limited to the cost of any rigging, disassembly, special loading requirements, transport, packaging, insurance and all other costs related to physical transfer of their item(s). You agree to remit payment and remove from the auction property any purchases within the stated time for the auction being conducted. You further understand and agree that failure to remove items in the stated time for the auction will subject you to moving and storage fees unless arrangements have been made with the seller.

When using our online auction services you are making firm commitments to purchase said item(s) and are entering into a legal and binding contract. Bids may not be cancelled or retracted for any reason. Non paying bidders or fraudulent bidding will subject you to legal recourse and possible criminal charges including any fraud and/or interstate commerce violations. You also acknowledge that the Internet may be an unreliable and error prone network. Vold Auctioneers & Realty and BidCaller will not guarantee that bids placed online will always be transmitted to or received by the auctioneer in a timely fashion. You agree to hold Vold Auctioneers & Realty, BidCaller and their employees harmless for any interruptions in online bidding. Further, the auctioneer has the sole discretion to accept or refuse any bid. Vold Auctioneers & Realty, BidCaller retain the rights, at our sole discretion, to add, delete or change some or all of our online services and the terms and conditions governing their online auctions at any time without notice.