

Auction Policies

Light System

“Green Light” Sound

- A. The Seller is representing the vehicle to be mechanically sound with the exception of announced conditions, provided the price exceeds \$2,000.
- B. No single mechanical defect exceeding \$300 to repair
Green Light \$2,000 or less
- A. The following items will be subject to arbitration.
 - 1. Engine noise.
 - 2. Defective Auto Transmission
 - 3. Inoperable 4WD
 - 4. Frame Damage

Yellow Light “Defect”

- A. Seller dealer must announce any item which is subject to arbitration.
- B. Nonstandard engines and transmissions, or exceptions to original or advertised production specifications for items deleted or added on units 5 years old or newer.
- C. Odometer defects, or over 200,000 miles.
- D. Other than paint work over \$400, all defects must be announced on current calendar year models.

Blue Light “Title Absent”

Selling dealer must provide to buyer a negotiable Title or sell vehicle T/A.

When selling a vehicle T/A the selling dealer has 2 sale dates from day of sale to provide a negotiable title.

BUYER IS CAUTIONED NOT TO SPEND ANY MONEY ON UNIT, AND NOT TO SELL UNIT UNTIL TITLE IS RECEIVED. Buyer checks are deposited immediately by the auction. After the two week period, it is the buyer’s option to return the unit, or to wait a reasonable additional period of time for the title. In the event that the title is not received by the auction within the two week period, special arrangements must be made with the auction before the unit is returned. THE AUCTION MUST BE NOTIFIED TWENTY FOUR HOURS PRIOR TO THE RETURN OF THE UNIT FOR FAILURE TO RECEIVE TITLE. IF AUCTION HAS MAILED TITLE, OR HAS POSSESSION OF TITLE, BUYER CANNOT RETURN UNIT. Mileage shall not exceed more than to and from purchaser’s place of business plus 100 miles for the allowable return of a unit purchased T/A and returned for no title. Unit shall be returned in same appearance and operating condition as when purchased. WHEN A BUY BACK OCCURS FOR T/A Seller is responsible to buyer for transportation to and from auction and buy fees, when buyer provides proper receipts.

RED LIGHT “AS-IS”

NO ARBITRATION

Exceptions, if not announced Title error, Mileage Error, or Branded Title if sold for over \$500. Frame Damage if sold for over \$2,000. All vehicles with over 200,000 miles must be sold AS-IS.

Mileage exempt is NOT ARBITRAITABLE on vehicles over 10 years old.

WHITE LIGHT

Vehicles with mileage over 100,000 miles.

ARBITRATION POLICIES
SUBJECT TO ARBITRATION

APPLIES TO UNITS SOLD WITH GREEN LIGHT OVER \$2,000

- A. Calendar model years only.
Defective windshields-Body work and paint work- must be announced (if exceeding \$400).
- B. Motor, Clutch, Rear End, Transmission.
- C. Unitized body damage, frame damage (beyond superficial dents and scrapes), rotted out or frame repair, must be announced. Frame damage, rotted out, or frame repair not announced, must be reported and returned to the auction within one week of purchase date. Upon confirmation of existence by auction, Seller is responsible to repurchase unit.
- D. Air Conditioning-if sold for more than \$2,000 or if 5 calendar years or newer not announced with no air conditioning.
- E. Any single mechanical defect which exceeds \$300 to repair, other than accessories such as power windows, ect.
- F. Absence of catalytic converter or smog pump within 24 hours of purchase, unless announced or sold AS-IS.
- G. Engine noise.
- H. Any defect subject to arbitration not announced must be reported to arbitration office within one hour of vehicle sale.
- I. Any unit unsafe to operate on highway.
- J. ANY ACCEPTED ADJUSTMENT IS AUTOMATICALLY AN "AS-IS" TRANSACTION (EXCEPT FRAME).
- K. All Salvage/Salvage History Titles must be announced, regardless of price.
- L. All 2 wheel drive S.U.V.'s must be announced as such.
- M. ABS brake light. 5 years old and newer.
- N. The absence of convertible boot covers, if 5 years old or newer.
- O. Defective air bag restraints, lights, or their absence of, if 5 years old or newer.

NOT SUBJECT TO ARBITRATION

- A. Windshields (other than current model year).
- B. Upholstery, Headliners, Mats, Convertible tops.
- C. Obvious visible body defects
- D. Factory Options (except Air Conditioning if sold for more than \$2,000)
- E. Minor leaking and wet transmissions or engines.
Exception: Excessive pouring leaks, front wheel drive, and 4 wheel drive units.
- F. Backlash, unless unsafe to drive.
- G. Engine smoke or blowby is considered visible and not subject to arbitration unless there is noise or a miss.
- H. Boots on front wheel drives.
- I. Exhaust.
- J. Front wheel drive steering rack unless leaking, or declared unsafe.
- K. Core Support (unless there is additional frame damage beyond superficial).
- L. Low range noise in 4 wheel drives.
- M. Check engine light (unless engine noise).
- N. Drive line on any unit with altered suspension.
- O. Rear end noise, unless excessive, is not to be an arbitration consideration.
- P. Mileage exempt on vehicles over 10 years old.

REPRESENTATION OF UNITS SOLD

If the unit was not properly represented, file a complaint with the arbitration office within one hour of the purchase. You must receive an answer before leaving auction. All price adjustments are made in the arbitration department. Auction management reserves the right to void a

transaction. In matters of interpretation of auction policy, the decision by auction management shall be final.

- A. All titles submitted by seller must be in seller's company name. No certificate of salvage will be accepted.
- B. All titles of sold units must be processed through the auction office.
- C. All units purchased and/or sold on premises must be paid for through the auction
- D. All units sold with a drive must be settled with one hour.
- E. When "Title Absent" is not announced at the block, the buyer has the right to reject the car.
- F. It is the buyer's and seller's obligation to watch lights and listen to announced conditions.
- G. Buyer is responsible for verifying serial number and mileage on all purchases.
- H. No vehicle will be offered for sale without serial number plate.
- I. The auction is not responsible for warranty books or plates, nor is any warranty implied to the accuracy of the odometer reading.
- J. The auction does not guarantee the year of any import vehicle, antique and classic vehicle, trailers, motor home, boat, motorcycle, all terrain unit, trucks with G.V.W. greater than 14,000 lbs. All are sold AS-IS.
- K. All units sold under the red light or announced "AS-IS" must be paid for immediately. No driving privileges.
- L. All "IF" sales are binding to the Buyer for one hour.
- M. Off the block sales are not permitted until the unit has crossed the block. Off block sales can be sold green light and follow all auction rules.
- N. Any body damage resulting from road testing vehicle rests on the potential purchaser.
- O. With exception of unannounced frame damage the liability of the unit is placed totally on the buyer at time of payment of said unit.
- P. The decision of the auction management is final and binding on both the buyer and seller.
- Q. The auction reserves the right to assess an arbitration fee to the buyer if an arbitrated claim is deemed to be not valid or too frivolous. If the arbitration is valid, the auction reserves the right to assess an arbitration fee to the seller if they knowingly omitted an announcement. This fee is in addition to any charges associated with the arbitration procedure.
- R. The auction reserves the right to review any audio/video documentation for verifying accuracy of the sale.