

*Brasher's* Auto Auctions  
Rules & Policies  
2010

## **WELCOME TO BRASHER'S!**

**W**hen the first Brasher's auction opened in 1949, it was founded on the principle that service to our customers was our #1 responsibility. We are as committed today as we were back then to doing everything we can to aid our customers in each step of the buying and selling process.

At Brasher's, we try to treat our customers with the same level of courtesy and attention that we expect ourselves. As part of our effort to deal equally and fairly with all of our customers, we have developed the following rules and policies. We encourage you to review them carefully with your auction representatives.

Welcome to Brasher's Auto Auctions. We hope you will find your business day with us an enjoyable and profitable one.

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## PARTICIPATION POLICIES

**Dealer's Auction:** Only authorized representatives of licensed dealers and dismantlers whose applications have been approved are allowed to participate in the Auction.

*Retail Buyers are prohibited.*

**Auction Disclaimer:** The Auction makes no representations or guarantees as to the description, equipment, condition, availability or validity of factory warranty or odometer reading on any vehicle. All representations and warranties made by or on behalf of the seller.

**Terms of Sale:** A sale is final only when the high bidder has signed the invoice. All of the terms of sale printed on the front and back of the invoice or in this manual are binding on all parties to each transaction at this Auction.

**Outside Sales:** The appropriate Sales and Buyer's fees are payable to the Auction on any transaction where contact is made on the Auction premises, whether or not the vehicle is sold on the Auction block.

*Consigned vehicles may not be cancelled or withdrawn on sale day.*

**Enforcement:** The Auction reserves the right to enforce, interpret or waive these rules and policies according to the circumstances of each transaction in order to assure equitable treatment of all parties.

**Agency Relationship:** The Auction is acting as the agent of the Seller or Buyer, and may upon verbal or written instructions sign documents on their behalf in order to complete a transaction.

**Participant's Release and Waiver of Liability / Assumption of Risk and Indemnity Agreement:** Dealer, its representatives, agents and/or guests acknowledge that there are assumed risks when attending an auto auction that may cause serious injury, and in some cases death, because of the unpredictable nature of motorized vehicles and the inherent dangers of auction personnel and dealers driving vehicles, consigned or owned by the auction, in a densely-populated pedestrian area.

Knowing, or having reason to know, these facts, Dealer, its representatives, agents and/or guests voluntarily assume the risk of danger of injury or death inherent in attendance at the auction.

**Possession and Risk of Loss:** Until sold, a vehicle is deemed to be in the possession of the Seller and at his risk of loss, even though it is at the Auction. Upon execution of the sales agreement by a Buyer or his agent, the possession and risk of loss transfer from the Seller to the Buyer. The Auction will not be liable for mechanical breakdown of vehicles during or after transport of the vehicle. The Auction will perform due diligence in terms of checking fluids prior to transport, but will not be liable for breakdown outside of Auction negligence. In cases of verifiable Auction negligence, Auction's liability for mechanical breakdown shall never exceed \$500.

## PRICING AND OFFERS

**Price:** Unless announced otherwise, all vehicles are subject to consignor's minimum price or protection. All vehicles will be sold within \$100 of the consignor's price unless marked "FIRM".

**Offers:** Reasonable offers will be accepted after the sale, provided the vehicle has been offered on the Auction Block. All offers, including "IF" sales are subject to the Seller's approval and to higher offers. However, an "IF" Buyer shall have the right to match the highest offer and first right to purchase the vehicle (ahead of any offers made after the vehicle has left the block) at the seller's minimum or counter offer price. Sellers may request that only "Binding If Sales" be allowed: "Binding If Sales" are subject to the same condition as "Offers" (see below).

**If / Offer Cancellation Policy:** Offers may not be canceled or withdrawn prior to the close of business on sale day or after Seller's acceptance. All Offers are valid until 5:00 PM on the day following the sale day unless previously withdrawn.

"If Sales" are not binding on either party; buyers may choose to cancel an "If Sale" for any reason prior to seller's acceptance or sale being finalized. Sellers are encouraged to represent their vehicles at the auction block and to be prepared to approve or reject the high bid before the vehicle leaves the block. The high bidder on an If Sale vehicle has the first right to purchase the vehicle at the seller's minimum or counter offer price.

## **SELLER'S DECLARATIONS**

**Vehicle Condition:** Regardless of declared mechanical warranty, the Seller must declare the following conditions on all vehicles less than 10 years old (based on calendar) and selling for more than the minimum price limit for arbitration\* (except where specified otherwise) and is responsible to make sure that the correct announcements are made and that the correct warning lights are on. Auctioneer must be immediately notified of any errors. Vehicles sold with improper announcements or warning lights may be subject to arbitration.

(\* the minimum price limit for arbitration will be \$2,500 unless otherwise posted or declared)

- **2WD Sport Utility:** A sport utility vehicle which is **two-wheel drive**.
- **Flood:** A vehicle which has been immersed in a flood above the floorboards.
- **Damaged, Modified or Repaired Frame / Unibody:** Must be declared on vehicles selling for over the posted arbitration limit, regardless of vehicle age. (*See Structural Damage Policy*)
- **Concealed Collision Damage:** A vehicle with over \$500 of body damage or improper or unfinished repair, which is not clearly apparent. (as determined by the auction)
- **Fuel Conversion:** A vehicle converted from one fuel use to another.
- **Gross Polluter:** A vehicle classified as a Gross Polluter **prior** to sale at the Auction. (*Applies at Sacramento Auto Auction only.*)
- **Inoperative Odometer:** A vehicle with a broken or inoperative odometer (*see Odometer Disclosure*).
- **Assigned or Missing VIN:** A vehicle with or requiring a Highway Patrol or DMV assigned VIN or with a missing public VIN plate (riveted plate on dash); does not include missing plastic doorjamb stickers.
- **Theft Recovery:** A Vehicle that is a Theft Recovery or has theft recovery history whether title is branded or not.
- **Previous Daily Rental:** A vehicle that is a previous daily rental or used in rental service.
- **Bio Hazard:** A vehicle that is a bio hazard or has a bio hazard history.,

**Title & Vehicle History:** Seller must declare the following whether or not the current title is branded: branded (this applies to all sales of vehicles less than 10 years old, including vehicles announced as "Red Light"):

- **Salvage:** A salvage, junked or prior salvage vehicle. (applies to all vehicles regardless of age and sale price).
- **Structural Damage:** Vehicles that are unsafe to operate due to hidden structural damage (applies to all vehicles, except non-runners, regardless of age and sale price).
- **Air Bags:** A vehicle with deployed or missing Air Bags.
- **Gray Market:** A gray market vehicle. Canadian vehicles that are 5 years old and less (NOTE: Must have a U.S. title and meet U.S. standards).
- **Branded Title:** Any brands appearing on the title, or which will appear on the title. (applies to all vehicles regardless of age and sale price).
- **Police or Taxi:** A prior taxi or police car.
- **Warranty Return:** A vehicle that has been declared a warranty return (a Lemon Law vehicle).

## TITLE POLICIES

**Seller's Title Guarantee:** The Seller warrants, represents and guarantees that he has and will convey a certificate of title, properly executed, valid in the state of Buyer's business and clear of all liens and encumbrances (except current year DMV fees in California), and that he will warrant and defend the title against the claims and demands of all persons whatsoever.

- *Applications for duplicate title will not be accepted except as noted:*
  - *Washington Paperless Titles and Lost Title Applications will be accepted for vehicles consigned to DAA Northwest only and are subject to the following conditions:*
    - *Must be announced*
    - *Failure to announce a "lost title application" or "Washington paperless title" may result in the sale being cancelled or the seller being charged for all costs associated with obtaining a free and clear title (handling to be determined at the sole discretion of the auction).*
    - *Non-Washington dealers may purchase vehicles announced as "WPT" or "LTA"; buyer will be responsible for cost of obtaining a Washington title and buyer may not arbitrate the vehicle for late title.*

**Late Title:** The Seller will be assessed late title charges for any title not provided within 3 weeks of the sale date. If a Seller fails to provide title within 31 days (21 days at Boise, Salt Lake and Spokane) the Auction, at its discretion, may cancel the sale or take the necessary steps to secure title. All expenses of securing a title will be charged to the Seller. (Sale day is day #1)

**Late Title - Buyer's Right of Rescission:** After 28 days (18 days at Boise, Salt Lake and Spokane), unless the Auction has already received the title, the Buyer may give notice to the Auction of his intent to rescind the sale. After the Auction has received Buyer's notice of intent to rescind, the Seller shall have three business days to present title to the Auction. In case of rescission, the Seller will be charged for the Buyer's reasonable expenses up to the sale price of the vehicle, not to exceed \$500.

**Auction Title Guarantee:** The Auction will provide Buyer with valid title free and clear of all liens and encumbrances (except current year DMV fees in California) except as declared at time of sale or otherwise known by the Buyer.

**Limit and Terms of Liability:** The Auction's liability under the Auction Title Guarantee shall extend for a period of one year from date of purchase and never exceed the sale price paid by Buyer, and that amount shall be reduced by 2% on the first of each month following the sale date. Any claim for expenses, lost profits, or other amounts in excess of those provided for in this guarantee or arising beyond the limits of this guarantee shall be made by Buyer directly against Seller. All parties that register with the auction and / or use the auction for any purpose, hereby agree to indemnify, defend and hold harmless, the auction and all auction employees, from all claims, liabilities and expenses (including, without limitation, attorney fees and expenses) unless such claims resulted from the gross negligence or willful misconduct of the auction.

**Clerical Error:** If the title problem is due to a clerical or coding error, or incomplete documentation, the Auction shall be given reasonable time after receiving notice to have the error corrected, rejection of a purchased vehicle under these circumstances will be at the sole discretion of the auction.

**Procedure:** Whenever any claim is made by any person against the title of a vehicle, whether by suit or otherwise, the Buyer shall immediately after becoming aware of said claim notify the Auction, giving full particulars of the claim, and shall cooperate fully in defending any legal action and in taking other steps to minimize possible loss. The Buyer shall not surrender possession of the vehicle, except as required by legal process, to any claimant, nor shall Buyer voluntarily pay or acknowledge the validity of any claim, without the prior approval of the Auction. Time is of the essence. Any failure on the part of the Buyer to notify the Auction of any claim in a timely manner or failure of the Buyer to cooperate in defending any such claim shall relieve the Auction of liability under this guarantee.

## ODOMETER DISCLOSURE

**Seller's Odometer Disclosure:** Seller must make an odometer disclosure that is complete and accurate in all respects for each vehicle newer than 10 years old (based on calendar year). The Seller warrants, represents and guarantees that the odometer disclosure information is complete and correct.

**Excess:** Vehicles declared to have miles in excess of the mechanical limits of the odometer should not be assumed to have any specific mileage and will not be arbitrated for excessive mileage.

**Discrepancy:** A vehicle known to have an incorrect odometer reading shall be disclosed by checking the "Discrepancy" box **and** writing the last known mileage in the space provided. If the last correct reading was in excess of the mechanical limits, that also should be noted.

**Exempt Vehicles:** Unless declared otherwise, 10 year old (based on calendar year) and older vehicles are exempt from federal odometer disclosure requirements. Sellers are instructed to enter the odometer reading and check the "Exempt" box, or write "Exempt" beneath the reading on all odometer/title documents. If any other box is checked, it will be assumed a disclosure has been made. Buyers should not rely on the odometer reading on exempt vehicles.

**Inoperative Odometer:** In Utah, Seller must declare an inoperative odometer regardless of other disclosure. In Oregon, Nevada and California, Seller must declare an inoperative odometer regardless of other disclosure, unless a vehicle is sold "Exempt". The fact that an odometer is not working is not conclusive evidence that there is an arbitratable discrepancy between the reading and the vehicle's actual mileage. If the Seller declares "actual mileage", he must submit documented proof of such. Inoperable vehicles are assumed to have mileage discrepancy unless declared otherwise.

**Auction Odometer Protection Plan:** In the case of a documented odometer rollback on any vehicle newer than ten years old and represented by the Seller to show actual mileage, the Auction will, at its sole option, upon delivery of the title and vehicle to the Auction in the same or better condition as when purchased:

- Repurchase the vehicle at the amount of the actual price paid by the Buyer reduced by 2% of said price on the first day of each month following the date of purchase at the Auction;

**OR**

- Reimburse the Buyer the difference between the actual price paid and the fair market value of the vehicle as reflected solely by the mileage tables in the Kelly Blue Book current on the date of sale and based on the percentage of book price paid by the Buyer, said difference to be reduced by 2% on the first day of each month following the purchase date.

This Odometer Protection Plan is valid for a period of one year from the date of original purchase at the Auction. Any claim for expenses, lost profits, or other amounts in excess of those provided for in this protection plan, shall be made by Buyer directly against Seller.

## MECHANICAL WARRANTIES

**Available Mechanical Warranties:** The following mechanical warranties are available on vehicles sold at the Auction:

- **Seller's Warranty:** The vehicle is subject to arbitration for covered defects only on the day of sale, prior to leaving the Auction. All vehicles with less than 100,000 miles sold for over the posted arbitration limit are sold with Seller's Warranty unless otherwise declared. A seller may elect to offer a "Seller's Warranty" or "Green Light" coverage on vehicles having less than 150,000 miles, however vehicles having greater than 100,000 miles are not eligible for the 7 day or 500 mile BPP or Q Car coverage.

- **Q Car, Buyer Protection Plan:** Coverage provided under the Q Car or BPP is limited to the terms as described herein for “Green Light” or “Seller’s Warranty”. Notice of any covered defect must be given to the Auction within 7 (seven) calendar days (sale day is the first day) from the date of sale, or 500 miles, whichever comes first (Note: Vehicles sold with a “Seller’s Warranty” or “green light” and having greater than 100,000 miles are eligible for inspection under the BPP program but are not eligible for the 7 day or 500 mile coverage). The vehicle must be delivered at Buyer’s expense to the Auction for repairs. Seller or Auction, at its discretion, will cancel the sale or repair the vehicle. All repairs must be made through Auction. Any compensation, price adjustment or repairs made under the Q Car or Buyer Protection Plan are subject to the terms and conditions of those specific programs and may change, from time to time, without notice.

**Covered Items:** Any defect to the following components is covered by the Seller’s Warranty or “Green Light” coverage, and may be subject to arbitration.

- **Engine:** The engine and all related components and systems necessary for normal functioning of the engine.  
**Note:** “Tune up” and normal wear items (as determined by the auction) will be charged to the buyer. Announcement of “check engine” light will cover the cause of the light regardless of which vehicle systems are involved.
- **Transmissions:** The transmission and/or transfer case and 4x4 electric drive motors or modules are included. The linkage, clutch and clutch assembly are required to function well enough to operate the vehicle; there will be no arbitration for wear or slippage on these components.
- **Suspension:** Suspension systems will not be covered unless deemed a safety hazard (at the sole discretion of the auction).
- **Airbags:** Defects in airbag and supplemental restraint systems.
- **Turbos and Superchargers:** Defects in turbos and superchargers are included.
- **Fluid Leakage:** Major leaks, puddling or excessive dripping from the engine, transmission or transfer case.
- **ABS Brakes:** Defects in ABS brake systems.
- **Smog Equipment:** Smog equipment must be present but is not guaranteed to function. Modifications to smog equipment that are not California Air Resources Board (CARB) approved will be grounds for arbitration.
- **Differentials:** Differentials and axles are included; drive axle wheel bearings are included (non-drive axle wheel bearings are excluded)
- **Computers:** Control modules necessary for the normal functioning of covered systems are included
- **Air Conditioning** on two year old or newer vehicles. Compressor or condenser is included. Recharging is excluded.
- Also excluded are steering rack and all items not specifically identified.

**Component Parts:** The year, make and model of component parts are not guaranteed on vehicles 4 years old or older or with over 50,000 miles.

**AS-IS:** AS-IS vehicles are sold without a mechanical warranty of any kind. They should not be assumed to meet smog or safety standards. The following vehicles are sold AS-IS (unless otherwise declared):

- Vehicles selling for less than the posted arbitration limit, (\$2,500) regardless of lane assignment.
- Vehicles that are exempt from the Federal odometer requirements (based on vehicle age or GVWR).
- Vehicles with over 100,000 miles or with unknown miles unless otherwise declared.
- Vehicles declared AS-IS, regardless of lane assignment.
- Vehicles for which an arbitration price adjustment has been made.
- All declared Flood, Fuel Conversion, Warranty Return, Police, Taxi, Modified or Salvage (or similar designation) or inoperable vehicles unless declared otherwise.
- Trailers, boats, motorcycles, RVs or kit cars unless declared otherwise.
- Vehicles sold pursuant to offers made off the block (unless sold with the BPP, or Q Car coverage).

## STRUCTURAL DAMAGE

**Seller's Disclosure Requirements** - Seller must disclose structural damage, repairs or replacement as outlined in this policy prior to selling a vehicle at Auction. The required declarations are:

- **Structural Damage** - The vehicle has structural damage and/or repairs and will not be subject to arbitration under this policy.
- **Certified Structural Repairs** - The vehicle has sustained damage to a specifically identified structural component, which has been repaired, and the vehicle has been certified to be within the Used Vehicle Measurement Standard (UVMS). The vehicle, if properly announced, may be arbitrated only for improper repair of the designated area, existing damage or repairs to other areas, or failure to be within the UVMS.
- **Structural Alteration** - The vehicle has an altered frame or unibody as specifically announced. The vehicle can be arbitrated only for damage or repairs to structural components other than those disclosed or in the event of improper alteration. Such a disclosure should be made for the following alterations:
  - Frame lengthened or shortened.
  - Suspension altered.
  - After market accessories installed/removed.
  - Vehicles that have tie-down damage that exceeds 6 inches.
- **No Disclosure is required for properly installed or properly removed towing package.**

**Undisclosed Structural Damage or Repair** - A vehicle may be arbitrated if it has undisclosed existing or repaired damage, which should have been disclosed under this policy, even though the vehicle is within the UVMS.

**Seller's Disclosure Not Required** - No declaration will be required for existing insignificant damage or repair thereof. Insignificant damage is defined as:

- Damage due to transport tie-down, improper jacking or lifting or contact with parking abutments and/or road debris, provided that the vehicle is within the UVMS.
- Damage solely to glass or bolt-on components.

**Used Vehicle Measurement Standard** - For purposes of arbitration under this policy the Used Vehicle Measurement Standard (UVMS) specifications are:

- The vehicle will measure to a tolerance of no more than +/-8mm of published specifications in length, width and height at all master control points; and
- Symmetrically (comparative measure from side to side and point to point) the length, width and height must measure to a total tolerance of no more than 6mm. In each case the fender to door, door to door, and/or door to quarter panel gaps must indicate proper fit of the panels.

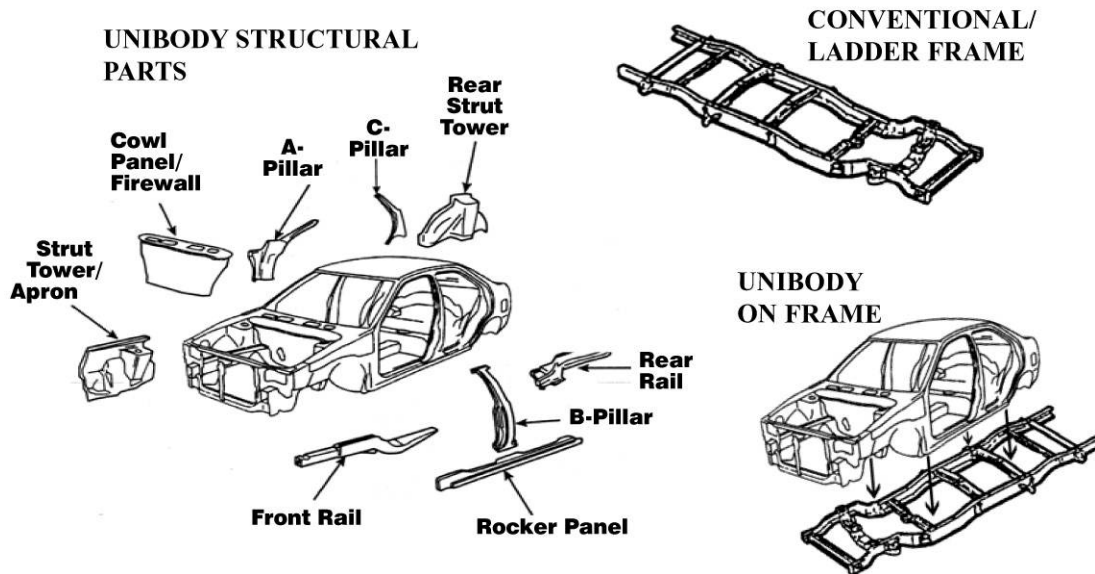
**Measurement of Vehicles** - Auction will, at its discretion, have a vehicle measured at a facility of its choice. Prior to measurement a vehicle must first visually indicate a physical condition to warrant the measurement. Purchaser will agree to pay for this measurement if the vehicle is within the UVMS. Seller will be responsible for charges if the vehicle is found to be beyond the UVMS.

**No Structural Arbitration:** There will be no arbitration for structural damage to a vehicle:

- Sold for less than the posted arbitration limit.
- Sold with salvage or similar branded titles.
- Which is inoperative whether pushed, towed or in video sale.
- Which is clearly obvious by the appearance of the vehicle

## STRUCTURAL DAMAGE DISCLOSURE TABLE

Component	Disclosure Requirement		
	Unibody	Unibody on Frame	Conventional Frame
1. Radiator Core Support - Including the upper and lower tie bars, center support or side baffles	None		
2. Frame Rail Extensions (Ears) - On frame vehicles that area at the end of the frame rail to which the bumper, reinforcement or isolators attach	None		
3. Frame Rails – Including front, center & rear rails	Existing or repaired damage, or replacement		
4. Spring Pod, and Torque Box or Stabilizer Mount	N/A	Existing or repaired damage, or replacement	
5. Cross members - Except Bolt-Ons	N/A	Existing or repaired damage, or replacement	
6. Apron/Upper Reinforcement Rail	Existing or repaired damage, or replacement		None
7. Strut Tower	Existing or repaired damage, or replacement		None
8. Cowl Panel / Firewall – excluding cowl vent panel	Existing or repaired damage, or replacement		None
9. Roof Support Pillars – “A”, “B” or “C” Pillars	Existing or repaired damage, or replacement		
10. Roof	Replacement		
11. Rocker Panel – Outer	Replacement		None
12. Rocker Panel – Inner	Existing or repaired damage, or replacement		None
13. Floor Panel	Torn, perforated or replaced floor panel		None
14. Quarter or Cab Panel	Replace		None
15. Rear Body Panel	None		



## ARBITRATION

There shall be no arbitration unless:

- the vehicle sold for more than the posted arbitration limit, except for odometer misrepresentation or defective title, and
- the Buyer first delivers the vehicle to the Auction arbitration manager with a completed arbitration form specifically identifying all covered defects; failure to direct all arbitration inquiries to Arbitration Manager or Arbitration Personnel will cause vehicle to be ineligible for arbitration.

**Manufacture Defects:** Any mechanical defect which the manufacturer or franchised dealership's certified technician deem normal or inherent in a particular vehicle (i.e., '96 & newer Jeep differential noise) shall not be subject to arbitration.

**Institutional Rules / Policies:** While we strive to maintain consistency in enforcement of these policies, an institutional seller may have a set of national arbitration rules/policies that supercede those of the Auction. In this instance, the seller's rules will be posted on Auction premises.

**Arbitration Fees:** See the local fee schedule for amounts and handling of arbitration and inspection fees. In the event of an Arbitration Price Adjustment, the buyer will be responsible to pay any and all Arbitration/BPP Fees. In the event the sale is cancelled or rejected, the seller will be responsible to pay any and all Arbitration/BPP Fees.

**Sale and Buyer Fees:** Seller may be charged the Sale Fee and Buyer Fee on a rejected vehicle if the auction determines that there is a willful disregard for the disclosure requirements.

**Repairs & resolution:** A buyer may not rescind any sale that is entered into arbitration, under these rules and policies where the following apply:

1. The cost of repair is less than \$500 (as determined by the auction), and Seller is willing to pay for repairs
2. The repairs are completed within fourteen (14) days of the original claim date
3. If the costs of repairs exceed \$500 (as determined by auction), the buyer will have the option to have Seller make said repairs or rescind the sale.

**Auction Waiver:** If the Seller has misrepresented or hidden the true condition of the vehicle, the Auction may, at its discretion, waive the limitations of these policies. If the vehicle is either unsafe or is unable to be driven for an accurate inspection, the vehicle may be arbitrated.

**Manufacturer's Warranty:** The availability of a manufacturer's warranty shall not affect a Buyer's right to arbitrate a vehicle. Seller must declare voided factory warranties; undisclosed voided factory warranties may be arbitrated up to 30 days from day of sale.

**Seller Notification:** The Auction will make every effort to notify Seller when a vehicle is placed in arbitration. Failure of a Seller to receive notification will not affect the validity of the arbitration. Vehicles entered into the Buyer Protection Plan will be considered to be in arbitration during the inspection period provided that the Buyer Protection Plan was purchased before closing time on day of sale. Every effort will be made to complete the inspection and notify Seller of any arbitration concerns as soon as possible. Due to the large number of requests, some inspections may not be completed and the Seller may not be notified until the day after the sale.

**Buyer Verification:** The Buyer must verify the following:

- **Before bidding on a vehicle** - the accuracy of any information in catalogs, handouts, or on windshields or vehicle number cards (such as miles, years, make, model, etc.). Buyer is responsible to listen to all announcements made by auctioneer.
- **Before signing the sales invoice** - vehicle description, odometer disclosure, bid price, and announcements. Any discrepancies must be resolved before signing the invoice.
- **Before leaving the Auction on sale day** - vehicle year, make, model, equipment, condition, and odometer reading.
- **Before accruing any charges other than transport** - that the vehicle has no flood or structural damage or repair, concealed collision damage, missing or inoperable airbags, and that odometer is operational.

In the event that a vehicle is misrepresented and regardless of fault or cause, the auction reserves the right to cancel the sale

**Sale Day Arbitration:** The arbitration period shall end at closing time on the day of sale for:

- A mechanical problem on a vehicle sold with a Seller's Warranty
- Seller's failure to announce a two-wheel drive sport utility vehicle
- An inoperative odometer
- Assigned or missing VIN plate
- Fuel Conversion
- Deployed or missing Air Bags

**Seven Day Arbitration:** The arbitration period shall end at closing time on the seventh calendar day (sale day is the first day) following the sale for the following causes:

- Undisclosed Structural Damage
- Concealed Collision Damage
- Non original engine
- Cracked block (seller's are responsible for vehicle being freeze protected to manufacturer's specifications).
- Missing or altered emission equipment or safety restraints.
- Gross Polluter (Applies at Sacramento Auto Auction only)
- Mechanical problem covered under Q Car or Buyer Protection Plan
- Flood Vehicle
- Gray Market Vehicle
- Undisclosed Previous Daily Rental
- Undisclosed theft recovery or theft recovery history whether title is branded or not

**Vehicle Return:** If a vehicle is eligible for arbitration or rescission after it has left the Auction, the Buyer will have 72 hours to return it to the Auction in the same or better condition. The Auction may, at its discretion, allow longer if circumstances warrant.

**Title or Odometer History Reports:** Commercial title and odometer reporting services are not considered conclusive evidence of a material defect in either the title or odometer. It is the responsibility of the buyer to provide the Auction with industry-accepted documentation that validates any derogatory claim that may cloud the title or odometer history. In many cases, upon request, the auction's data-correction service will be able to correct erroneous data displayed on commercial title and odometer reports.

**Arbitration Disputes:** In the case of a disputed diagnosis, the Auction reserves the right to defer to an independent third party, principally the manufacturer's franchise dealer. The Arbitration Manager will rule on the third-party diagnosis as it relates to the Auction's arbitration policy.

**The decision of the Arbitration Manager shall be final and all parties agree and consent to the auction's right to interpret and modify these rules and policies without notice or limitation.**

## **BUYER REIMBURSEMENT BY SELLER**

In the event a sale is rescinded, the Seller shall be responsible to reimburse the Buyer as follows:

**Sale Price:** The amount Buyer actually paid for the vehicle including the bid amount and Buyer's Fee.

**Buyer's Expenses:** Buyer's reasonable expenses as supported by adequate documentation will be reimbursed up to the sale price of the vehicle, not to exceed \$500 as follows:

- **Misrepresentation of Vehicle Description, Equipment, Odometer Reading or Inoperative Odometer:** There will be no expense reimbursement.

- **Reject on Seller's Warranty:** Buyer will be reimbursed only for vehicle inspection fees.
- **Structural or Flood Damage, Gross Polluter, Inoperable Odometer or Missing or Deployed Airbags:** Buyer will be reimbursed for vehicle inspection fee and transport costs only.
- **Rescinded or rejected sales for late or defective title, odometer misrepresentation or similar reason:** Reimbursement will be made for vehicle inspection fees, transport, reconditioning and other direct costs to the vehicle. There will be no reimbursement for lost profit, dealer pack, trade over allowance, floorplanning or finance fees, interest or other indirect expenses.

The Auction may waive the limitations on reimbursements for reasonable repairs where there is clear evidence that such repairs have increased the value of the vehicle or where sale is rescinded due to defective title or ODO misrepresentation or similar reason. Transport reimbursement will include only reasonable transportation costs actually incurred transporting the vehicle to and from the Buyer's dealership.

## PAYMENT

**Payment Options:** Buyer must pay for each vehicle on the day of sale by means pre-approved by the Auction. Payment must include bid price, Buyer's Fee, and all other applicable fees and charges.

- **Cash Only:** Payment must be made by Cashier's Check payable to the Auction, or cash. There will be a 2% surcharge for cash.
- **Company Check:** Check must be drawn on the buying dealer's business account. One check should be submitted for each vehicle. The Auction will deposit your check when the title is received by Auction.
- **Inventory Financing:** The Auction provides several inventory financing programs to pre-approved dealers.

**Returned Items Policy:** A returned item charge of \$200.00 will be assessed on all returned drafts and checks. All returned items must be paid within 24 hours by cashier's check or cash, or:

- Notice will be sent to the Bonding Company & DMV;
- Buyer privileges will be restricted; and
- Interest will be accrued at the highest legal rate from the date of return. Buyer privileges of repeated abusers of the draft/check policy will be revoked.

**Storage Fees:** Vehicles left on the Auction premises for more than five days after purchase or after cancellation of consignment shall be subject to storage at the Auction's normal daily storage rate, may be transported to owner's place of business at the owner's expense, or sold at lien sale to offset fees accrued.