

General Arbitration Policy

1. The Auction makes no representations or guarantees as to the description, equipment, history, warranties, service policy, title status/accuracy or odometer on any vehicle sold or offered for sale. The Auction does not guarantee or get involved in any factory or dealer warranty coverage issues on vehicles sold or offered for sale at the Auction.
2. The sales at the Auction are intended to promote fair and ethical treatment to both the Buyer and Seller. If the Auction determines that the transaction is not fair and ethical to either party, the Seller and Buyer agree that the Auction may cancel the sale, at its sole discretion.
3. **The decision of the Arbitration Department is final and binding on both the Buyer and Seller.** 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. Any arbitration must be properly documented in writing and signed by the arbitrator. 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; such as check out fees at a specialty shop or transportation costs to and from a garage etc. The buyer has one hour, from the time named as high bidder, to arbitrate any eligible vehicles.
4. The Auction is not a party to the contract of the sale. The sales contract is between the Seller and Buyer only. The Seller is required to give the Federal Odometer Mileage Statement in connection with any Auction sale as required by the Motor Vehicle Information and Cost Savings Act of 1972 as amended, or other applicable laws. The Auction is not responsible and does not guarantee the accuracy of odometer readings, odometer statements, or damage disclosure statements.
5. Any vehicle sold "AS-IS" is NOT subject to mechanical arbitration.
6. LOT SALES / OUTSIDE SALES
 - a) Any sale in which the Auctioneer does not state the selling price of the vehicle or "sell under the hammer" is considered a "LOT SALE".
 - b) All "LOT SALES" are conditional until the Buyer pays for the vehicle. Up until the time of payment, the sale is not binding on either party.
 - c) Once a "LOT SALE" has been paid for, the vehicle becomes "AS-IS" property of the Buyer. Buyer needs to check "LOT SALE" vehicles very carefully before purchasing, since they are not arbitratable for any reason, including frame/unibody damage. Vehicles sold immediately after crossing the block are still subject to the announced conditions noted on the Auction Block Ticket.

- d) All vehicles bought or sold on the premises must be processed through the Auction Office. Failure to do so WILL result in suspension of trading privileges at the Auction.
 - e) Sellers may guarantee Lot Sales, but must do so in writing.
7. All vehicles consigned must have a public Vehicle Identification Number (VIN) plate attached to the vehicle Those vehicles having a reassigned VIN plate by the State in place of the original VIN plate must be announced or will be subject to sale cancellation or Buyer return. The Auction reserves the right to refuse the sale of any vehicle in which the VIN plate appears altered in any way.
 8. The Auction reserves the right to review any audio/video documentation for verifying accuracy of the sale.
 9. All guaranties as stated by the Seller are those of the Seller only. The Auction does not make any guaranties, expressed or implied. The Auction assumes no responsibility for vehicle record books, service records, warranty vehicles, or history.
 10. The Auction does not guarantee information listed in Electronic Data Vehicle Histories (i.e., CarFax, AutoCheck, etc.) and may not arbitrate solely on EDVH data.
 11. The Auction does not guarantee any warranty books, plates, or the year of kit vehicles, trailers, motorcycles, watercraft, recreational vehicles, antique, homemade or modified vehicles. All of these vehicles are sold "AS-IS" and have no odometer or frame guarantee. The Auction does not guarantee titles on watercraft.
 12. The Auction reserves the right to reject any vehicle that management judges to be unsafe. Engines/Rear End - No arbitration on noises that are inherent or typical to a particular model or manufacturer, unless deemed "excessive" by the arbitrator on non-warranty items.
 13. Standard transmissions cannot be arbitrated for manual clutches unless completely inoperative.
 14. All mechanical arbitration is the day of sale, unless there is a pending Post Sale Inspection (PSI). Tomorrow is too late. It is the Auction's responsibility to inform the Seller of any pending PSI or arbitration resulting from the sale day.
 15. Manufacturer's Warranty: The availability of a manufacturer's warranty shall not affect a Buyer's right to arbitrate a vehicle.
 16. The arbitrator will inspect only the defect(s) which are on the arbitration form. Each vehicle is allowed one chance at mechanical arbitration. If price adjustment is made and accepted, vehicle becomes "AS-IS", property of Buyer, and is not subject to any further arbitration for mechanical defects or adjustments. The decision of the arbitrator is final, and binding to both Buyer and Seller.