

ARBITRATION FEE POLICY

MANHEIM FORT MYERS



Arbitration Policy

Effective Date: April 17, 2017

- Effective **July 1, 2019**, Manheim Fort Myers will assess a **\$200** Arbitration Fee. (as indicated in Arbitration Policy p. 8)

3. Fees: Auction reserves the right to assess an arbitration fee to the Buyer. If the arbitration is valid, Auction reserves the right to assess an arbitration fee to the Seller in addition to any charges associated with the arbitration.

- Auction reserves the right to assess an arbitration fee to the Buyer (invalid claims only) and to the Seller (valid claims only).
- If the Arbitration is valid, Auction reserves the right to assess an arbitration fee to the Seller in addition to any charges associated with the arbitration.

- 1. Time Period:** Refer to Appendix I for arbitration time periods. Sale day is Day 1. Arbitration shall end at the close of business as determined by each Auction on the last calendar day in the time period.
- 2. Process:** Any single mechanical defect that has a repair cost of \$500 or more is subject to arbitration on vehicles sold under qualifying lights and lack of announcement by the seller per Appendix I. Each vehicle transaction is allowed one chance at arbitration. The arbitrator will inspect only the defect that is on the initial arbitration claim. Repair costs will be determined by the auction and will reflect the auction cost to repair. If price adjustment is made and accepted, vehicle becomes "As-Is, No Arbitration" property of the Buyer, and is not subject to any further arbitration. The auction management makes the binding decision upon both the Buyer and Seller on all arbitration matters.
- 3. Fees:** Auction reserves the right to assess an arbitration fee to the Buyer. If the arbitration is valid, Auction reserves the right to assess an arbitration fee to the Seller in addition to any charges associated with the arbitration.
- 4. Not subject to arbitration:**
 - a. Vehicles exceeding 20 model years, with the exception of trailers, RVs, and watercraft, which cannot be arbitrated if they exceed 10 model years.
 - b. Kit vehicles, homemade vehicles, or modified vehicles are sold "As-Is" and cannot be arbitrated for odometer, structural issues, warranty books, or model year.
 - c. Inherent Conditions: No arbitration can be based on conditions that are inherent or typical to a particular model or manufacturer. Manufacturer warranty guidelines will be used where applicable to determine whether the condition is inherent. Additional resources can be found on NAAA's Standards page at www.NAAA.com.
 - d. Manual Transmissions: Vehicles with standard (full or partial shift) transmissions cannot be arbitrated for manual clutch assemblies unless the defect will not allow a safe test drive.
 - e. Wearable Items: Auction will not arbitrate vehicles for wearable items normally worn vs excessively worn or inoperative (not inherent). For purposes of this policy wearable items are defined as parts of the vehicle that the manufacturer recognizes the need for replacement/adjustment during the expected life of the vehicle driven the average miles per model year (15k). These items are normally identified in the Owner's Manual for routine check and replacement and would include, but are not limited to, air ride suspensions, tires, wipers, brake pads, shoes, rotors, belts, hoses, lubricants/fluids, timing belts, bulbs, filters, shocks and struts.
 - f. Unsafe vehicles: Auction reserves the right to reject any vehicle that management judges to be unsafe.
 - g. Vehicles may not be arbitrated based solely upon information provided in Electronic Data Vehicle Histories (EDVH) or printed EDVH reports. Auction and Seller are not bound by information listed in EDVH. Examples of EDVH include Carfax, AutoCheck, NMVTIS, etc. The facilitating Auction may investigate vehicle history based on information found in EDVH for information that may impact arbitration.
 - h. Auction is not bound by vehicle grades or other types of scoring systems placed upon the vehicle. Buyers may only arbitrate a vehicle based upon damage or defects that were present at the time of the sale of the vehicle.
 - i. Vehicles with more than (auction choice) miles from time of sale.

Standards

Page 8 of 14



Please speak with a representative from the Arbitration Department for more information.