

# Arbitration Policies

## *Highlights and Reminders*

### Arbitration Claim Highlights

1. Per NAAA policy (page 8, #3) the Auction reserves the right to assess an arbitration fee to the **Buyer** for any invalid or frivolous arbitration claim. If the arbitration is valid, the Auction reserves the right to assess an arbitration fee to the **Seller** in addition to any charges associated with the arbitration. **(Current Arbitration Fee = \$200)**
2. Arbitration claims must be made by 4:00 PM on Sale Day unless other terms are announced or posted at the time of sale
3. Vehicles must be returned to Auction in the same or better condition than when purchased with **no more than 150 miles**. The mileage limit applies to all arbitration **claims including those for title delay**.
4. The arbitrator will inspect only the defect(s) listed on the initial arbitration claim. Buyers requesting to arbitrate more than two (2) defects will be required to purchase a Post Sale Inspection or Limited Powertrain Inspection.
5. Vehicle purchases are allowed one (1) single arbitration claim. If the initial claim is deemed invalid, a second and separate claim for other concerns will not be allowed.

### Sale & Announcement Highlights

1. Any vehicle sold in-lane or on Simulcast, regardless of selling light, that sells for \$3,000 and under will be considered AS-IS and only subject to arbitration under limited conditions. Seller will be responsible and subject to arbitration on any additional announcements regarding the condition or history of the vehicle.
2. Seller announcements that only disclose a dash or warning light do not exempt the vehicle from arbitration. The proper announcement should include the appropriate component and a description or declaration of the problem. (i.e. Engine Problem vs. Check Engine Light)
3. Vehicles announced with significant modifications or aftermarket components will not be eligible for arbitration for these announced or related components. These vehicles are also ineligible for any Post Sale Inspection product.
4. Vehicles announced with modified or "Tuned" powertrain (i.e. equipped with a tuner, chip, programmer, etc.) may not be arbitrated for any potential powertrain related defects (i.e. engine, transmission, rear end, etc.) These vehicles are also ineligible for any Post Sale Inspection product.

5. All Vehicles sold “Off the Block” will default to AS-IS and cannot be arbitrated other than title or related disclosures required by law.

### **Arbitration Decision Highlights**

1. Local Auction management makes the binding decision upon both the Buyer and Seller on all arbitration matters.
2. If a price adjustment is made and accepted between buyer and seller, the vehicle automatically becomes AS-IS/Buyer Bought and is not subject to any further arbitration other than title or related disclosures required by law.
3. Repair costs will be determined by the Auction and will reflect the Auction cost to repair. (\$75.00 per labor hour using **WHOLESALE PARTS PRICING** where applicable)
4. Should a buyer remove a vehicle from the auction premises while it is an ACTIVE or PENDING ARBITRATION, the claim and transaction will automatically become a Buyer Bought and the case will be closed. This includes any potential arbitration appeals.
5. All appeals to an arbitration decision must be made before the vehicle leaves the Auction premises. If the vehicle leaves the Auction after an arbitration decision has been made, the claim will be closed as a “Buyer Bought”.
6. Buyer has the right to purchase a Post Sale Inspection prior to the vehicle leaving the Auction premises. **(Sale Day Only)**
7. The buyer’s purchase of a Post Sale Inspection or other Assurance product does not reduce or eliminate a Seller’s responsibility for proper announcements or disclosure based on stated Arbitration policy and timelines.
8. The Seller/Auction shall not be liable for any vehicle sale or reconditioning and repairs made by the Buyer before the title is received by the Buyer.

The above points are not all inclusive and do not fully represent all Auction or arbitration policies and apply only to in-lane and Simulcast purchases. Please refer to the current NAAA Arbitration policies and Manheim Marketplace Policies for more complete details along with policies governing OVE.

[www.manheim.com](http://www.manheim.com) (Marketplace Policies)

[www.naaa.com/Policy/policy.html](http://www.naaa.com/Policy/policy.html)