

## **Arbitration**

### **Overview**

In order to properly service both Buyers and Sellers Akron Auto Auction, Inc.

(AAA) is a proud member and abides by the NAAA arbitration standards. While operating within these guidelines, it is our number one goal to try to keep each and every deal together and both Buyer and Seller satisfied with our services. This pamphlet does not encompass every single rule in the NAAA arbitration policy; rather, it is a quick guide to assist you in buying and selling vehicles here at the Auction. AAA makes no representations or guarantees on any vehicle sold or offered for sale. AAA is not a party to the contract of the sale. The sale contract is between the Seller and Buyer only; therefore, your only recourse is between the Buyer and Seller.

### **Buying & Selling**

There are three (3) ways to buy/sell a vehicle:

- Green Light – The vehicle has no mechanical defects in which the amount is over \$500 a piece to repair. Wear & Tear items such as brakes and suspensions do not apply.
- Yellow Light – “Engine & Transmission Guarantee”. The engine and transmission have no mechanical defects in which the amount is over \$500 a piece to repair. This list does not include transfer case or differentials. The rest of the vehicle is void of any arbitration except Frame damage and Odometer discrepancy.
- Red Light – The vehicle is “As-Is” and with the following exceptions that may be submitted to arbitration: Frame Damage and Odometer discrepancy.

The above light system is displayed on the TV screens in the lane while the vehicle is being auctioned on the block.



## **Important Notes**

- All vehicles purchased under \$2000 are NOT eligible for Post Sale Inspection.
- Vehicles over 149,999 Miles are NOT eligible for Post Sale Inspection.
- Vehicles exceeding 20 model years are NOT subject to arbitration for any reason.
- All vehicles purchased under \$1000 are 100% “AS-IS” and void of ANY arbitration regardless of light system.
- Vehicles may not be arbitrated based solely upon information provided in Electronic Data Vehicle Histories (EDVH) or printed EDVH reports. AAA and Seller are not bound by information listed in EDVH. Examples of EDVH include Carfax, AutoCheck, NMVTIS, etc. AAA, in its sole discretion, may investigate vehicle history based on information found in EDVH for information that may impact arbitration.
- Noise and Inherent Conditions: No arbitration can be based on noises or conditions that are inherent or typical to a particular model or manufacturer, unless deemed “excessive” by the arbitrator on non-warranty items. OEM dealer warranty guidelines will be used where applicable to determine whether the condition is excessive.
- Each vehicle transaction is allowed one chance at arbitration. The arbitrator will inspect only the defect that is on the arbitration form/documents. Repair costs will be determined by AAA and will reflect the auction cost to repair. If price adjustment is made and accepted, vehicle becomes “As-Is” property of the Buyer, and is not subject to any further arbitration. AAA’s management makes the binding decision upon both the Buyer and Seller on all arbitration matters.

## **Important Notes**

- All vehicles built with a full conventional frame (pickups, vans, suv’s, etc.) will not be arbitrated for structural damage unless the body structure is found to have excessive damage and/or pose a safety concern or the conventional frame itself is damaged. This pertains to rockers, core supports, aprons and pillars.

### **Arbitration Time Frame**



- Green light / Yellow Light –Mechanical items over \$500 to repair have until 5pm DAY OF SALE to be brought to AAA’s Arbitration Department to verify. Any problems discovered after the vehicle has 50 miles on it and/or after Sale Day are NOT subject to arbitration. No exceptions.
- Frame Damage & Odometer Discrepancies- Buyer has 7 days (including Sale Day and weekend) to bring the vehicle back to arbitration to be verified.
- Titles- Seller has 10 business days to produce title. Sale day is day 1, after the (10th) business day it is the buyers option to return the vehicle. Once the time frame has been met it becomes whichever PHYSICALLY arrives first the title from the seller or the vehicle from the buyer. NO EXCEPTIONS

Please note – any vehicle dropped off without proof of arbitration verification of the problem and/or after the outlined time frame will NOT be arbitrated.



## Online Policies

(Smart Auction, OVE, Auction Edge)

- All NAAA arbitration rules apply
- Non disclosed paintwork and cosmetic damages amounting to over \$400 to repair are subject to arbitration
- The Buyer or Buyer's agent (transporter or driver) should note any obvious damage on the gate release prior to removing the vehicle from the Auction or facilitation service provider's location. Auction or facilitation service provider and Seller will not be responsible for any obvious damage not identified on the gate release or the condition report once the vehicle is removed from the location.



**Title Note:** Akron Auto Auction is not responsible for titles sent via USPS. Buyer will be responsible for replacement fees. You may provide AAA with your UPS or Fed Ex account or be put on a do not mail list by contacting the title department.



## Pre Sale Inspection

If your vehicle can make it to our auction by 12pm Monday we offer Presale Inspections for \$75.

If the vehicle passes inspection, the vehicle will receive a "Presale Inspected" sticker on the windshield and will be advertised as such.

## Post Sale Inspections

Purchasing a Post Sale Inspection gives the Buyer a 7 day extension (including Sale Day and weekend) on the Arbitration Time Frame above. AAA highly recommends purchasing a Post Sale on any vehicle purchased Green Light.

### Graduated Scale of Post Sale Fees:

As-is inspection:	\$75.00
\$2000-6999:	\$75.00
\$7000-9999:	\$85.00
\$10000-14999:	\$95.00
\$15000-19999:	\$110.00
\$20000+:	\$125.00
DIESEL	\$150.00
*14 day inspection:	\$150.00*

Akron Auto Auction is not responsible for damage to any vehicle left after 6:00 pm on sale day, unless AAA is delivering them for the customer.

# Arbitration & Post Sale Guide



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**AkronAutoAuction.com**