



Dallas

## Arbitration Policies

### General Rules

- All arbitration is final and binding.
- For all arbitration purposes, Sale Day is considered Day 1.
- MAA makes the final decision on all arbitration issues.
- MAA reserves the right to determine if a vehicle is unsafe.
- MAA reserves the right to void any deal at any time if we believe the buyer was not granted a fair and ethical sale
- MAA reserves the right to consider normal wear & tear as part of the decision making process.
- Inspect every vehicle you bid on prior to the auction, Metro Auto Auction is not liable for buyer's mistakes
- Green Light guarantee ends on sale day at 5pm (vehicles cannot be exited), if a vehicle leaves the lot and/or the issue is not brought to the arbitration manager's attention by 5PM on sale day it is no longer subject to arbitration
- All vehicles sold for \$2500 and less are considered AS IS, unless otherwise announced by the seller.
- All vehicles sold for under \$1000 are sold absolutely AS IS without arbitration of any kind unless otherwise announced. However, title rules still apply.
- MAA only accepts AutoCheck history reports and does not honor CarFax history reports for arbitration purposes.
- MAA uses an internal, wholesale labor rate of \$65/hour for all arbitration purposes.
- MAA reserves the right to use aftermarket, remanufactured and used parts as part of arbitration policy.

### What can be arbitrated?

Structural Damage, as outlined by the NAAA Structural Damage Policy.

Any **single major** undisclosed defect that would cost over \$500 to repair that was not announced is subject to arbitration. Any defect that was announced is not subject to arbitration.

The arbitrator will inspect only the item or issue raised by the buyer during the arbitration process; no other items will be considered or subject to arbitration during the arbitration inspection.

Metro Auto Auction reserves the right to refer the vehicle to a specialty shop for consultation. If a specialty shop is consulted, the party against whom the arbitration decision is made must pay all costs of the diagnosis, including transportation or towing fees, if applicable.

The buyer must pay an arbitration fee of \$100 to all vehicles subject to arbitration. If the arbitrator determines that the buyer's claim is legitimate, then the seller will be responsible for the arbitration fee.

The decision of the arbitration manager is final and binding on both the buyer and seller. By entering the arbitration process, the buyer is agreeing to be bound by the arbitrator's decision. By consigning a vehicle at MAA, the seller agrees to participate in any process initiated by the buyer.

### What is NOT subject to arbitration?

#### Wearable items including:

- Windshields and other glass items
- Tire Pressure Monitoring Systems
- Upholstery, headliners, mats and trim
- Visible rust
- Visible body damage
- Axle joints, CV joints, driveshaft
- Springs, shocks, tires, brakes, suspensions, clutch assemblies and cooling systems, heater core, power steering, tune-ups and exhaust (mufflers, piping, etc.)

#### AS IS/Red Light vehicles

- The following must be disclosed under Red Light:
  - Odometer discrepancies
  - Structural Damage (according to NAAA standards)

### Tow/Inop Units

**AS IS no arbitration** of any kind except for title branding.

### Specialty Vehicles

Boats, motor homes, antiques (20 years or older), equipment, trailers, motorcycles, snowmobiles, kit cars, exotic cars unless sold with a Seller's guarantee

### The following MUST be announced or the vehicle may be arbitrated:

- Grey market vehicles (does not include vehicles manufactured in a foreign country where the first country of use is the US)
  - Canadian, Mexican etc.
- Altered vehicle model emblems or misbadging
  - SE to LE etc.
- Heavy Modifications
  
- Previous fire damage
- Previous Flood damage
- Municipal vehicles (Police, Fire, City, State, etc.)
- Odometer inoperative or mileage not properly disclosed
  - Over
  - TMU
- Salvage title, previous salvage or branded title
- Biohazard vehicles
- Lemon law or manufactures buy back vehicles
- Vehicles manufactured without air conditioning (AC system must be present)
- All 2 wheel drive vehicles that have the appearance of being a 4 wheel drive vehicle (Lifted, off road tires etc)
- State issued VIN plates
- Vehicles sold on an MSO or CO
- Converted fuel engines (not Hybrids)
- Previous Theft History (Title branding, CARFAX, Autocheck, NICB)

### Arbitration times are as follows (Sale Day is Day 1):

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|--|--|
| • Green Light                                | Sale Day 5pm (vehicles cannot be exited) |
| • Red Light                                  | Sale Day 5pm (vehicles cannot be exited) |
| • Misbadging                                 | Sale Day                                 |
| • Frame/Uni-body Damage                      | 7 Days/14 Days out of State              |
| • Voided Factory Warranty                    | 7 Days/14 Days out of State              |
| • No Title                                   | 30 Days                                  |
| • Salvage, Previous salvage or branded title | 90 Days                                  |
| • Odometer Disclosure (TMU)                  | 90 Days                                  |
| • Flood/Fire History                         | 90 Days                                  |
| • Theft History                              | 90 Days                                  |

\*\* Auction reserves the right to extend periods at their discretion.

### Returning Vehicles

When returning a vehicle, you **must notify the Arbitration manager** and the vehicle must be accepted. If a vehicle is returned for any reason, no more than 200 miles will be allowed in excess of the original miles when it sold at MAA.

The vehicle must be in the same or better condition when returned then when purchased.

The maximum allowable expense reimbursement for a returned vehicle is \$600.00 (transportation expenses only).

Lost profits, commissions, vehicle reconditioning, floor plan fees etc will not be reimbursed.

### Late Title Policy

Seller has 30 calendar days to provide a negotiable title to the buyer. If a title is not provided within 30 calendar days, the buyer may return the vehicle. **Buyer must provide 24 hour notice to MAA office manager** for all vehicles being returned for late title, regardless of how late the title is. All other rules for returning vehicles apply.