

## **Rules and Regulations 12/2015**

### **ACCESSORIES**

- Radios, Power Windows, Power Sun Roofs, Power Antenna, etc. are not arbitratable. All vehicles are left at the owner's risk. Dealers, who leave loose mounted accessories in or on the vehicle, **do so at their own risk!**

### **ADJUSTMENTS**

- Any accepted price adjustments makes the transaction an "AS - IS Sale". Once the vehicle is paid for, it becomes "AS - IS" property of the buyer with no further negotiation of arbitration possible, except for frame damage if applicable.

### **AIR BAGS**

- Non - working or missing air bag must be announced on all vehicles originally factory equipped with S.R.S. Arbitration must be within one hour of sale. The Air Bag light being on is not arbitratable.

### **AIR CONDITIONING**

- Air Conditioning defects are **NOT** subject to arbitration or reason for rejection.

### **ARBITRATION**

- Any single defect which the arbitrator deems to be less than \$500 to repair is not a rejectable defect. Item specifically mentioned as "reject able" or "non reject able in these rules take precedence over the \$500 dollar rule. Vehicles must be road checked within 60 minutes of purchase. Arbitration form must be completed within this 60 minute time period. Failure to arbitrate within 60 minutes cancels buyers' privilege to do so. **NOTE: USE YOUR DEALER LICENSE PLATE AND FASTEN SEAT BELTS WHEN ROAD TESTING. IN THE EVENT THE VEHICLE GOES TO ARBITRATION BOTH BUYER & SELLER MUST AWAIT THE DECISION OF THE ARBITRATOR BEFORE LEAVING THE PREMISES. "NEITHER BUYER NOR SELLER IS ALLOWED TO RIDE IN THE VEHICLE WITH THE ARBITRATOR."**
- The arbitrator will inspect only the defect(s) which are on the arbitration form.
- Each vehicle is allowed one chance at arbitration. If price adjustment is made the vehicle becomes **AS-IS** property of the buyer, and is not subject to any further arbitration or adjustments. The decision of the arbitrator is final, and binding to both buyer and seller.
- Any vehicle deemed unsafe to drive by the arbitrator is rejectable.
- All charges incurred for outside diagnostic services (due to arbitration) will be billed to the appropriate dealer. All arbitrations where buyer or seller request a second opinion will be billed to buyer/seller if findings support the arbitration.
- If a vehicle is arbitrated within the 1 hour time frame but it has left the premises, the arbitrated vehicle must be returned to the auction before close of business on sale day.

**"AS-IS" VEHICLES** Sold with **NO DRIVE**. No arbitration - Settle deal at once. Include any and all physical and mechanical defects. Including frame and rust.

- Reconstructed, Salvage, Theft Recovery, Police, Security, Municipal Vehicles, Flood Cars, Clips, Taxi Cabs, Parts only, Antiques (over 15 years old) must be announced as such and sold **AS-IS**. Auction must be notified within 7 days from sale day of unannounced condition. **Trucks larger than one ton**, Recreational Vehicles, Motorcycles, Street Rods, Customs, Boats, and other miscellaneous vehicles are **AS-IS** regardless of price or announced conditions.
- **NOTE- Odometer/mileage discrepancies must be announced even if sold AS-IS.**
- The auction reserves the right to further diagnosis a potential issue. A responsible amount of time must be allowed by the buyer and seller to determine if the vehicle has an arbitratable issue.
- If deemed necessary by the auction, the seller may have to make repairs within a reasonable amount of time before the vehicle can accurately be passed by arbitration.

## **AUTO CHECK/CARFAX**

- Vehicles may not be arbitrated based solely upon information provided in Electronic Data Vehicle Histories. Auction and seller are not bound by information listed in the EDVH. The auction attempts to pull reports on all vehicles registered for the sale but it is the Sellers responsibility to make sure vehicles are announced appropriately.

## **BRAKES**

- Vehicles equipped with ABS system must be announced if not working. The ABS light being on is not a reason for rejection. Unsafe bakes are rejectable by the decision of the Arbitrator only.

## **BUYER**

- **It is the buying dealer's responsibility to watch lights and listen to announced conditions as vehicle is being sold.** Check block ticket carefully before signing to be sure price and announced conditions are correct. **Pay for purchase within 60 minutes.**

## **CANCELLATIONS OF VEHICLES REGISTERED**

- Cancellation of numbers for pre-registered vehicles will be accepted up to 4:30 p.m. on Wednesday, after Wednesday 4:30 p.m., dealers will be charged for the numbers **not cancelled or not used. NUMBERS ARE NONTRANSFERABLE.**

## **CANADIAN VEHICLES**

- No Announcement.
- Rochester - Syracuse Auto Auction, L.P. will not accept Canadian titles.

## **CATALYTIC CONVERTERS/POLLUTION SYSTEMS**

- Any missing or disconnected parts must be announced - subject to rejection. Arbitration done on sale only...**before vehicle is paid for.**

## **CHECK ENGINE LIGHT**

- Vehicles with the Check Engine Light on do not have to be announced.

## **CHILDREN**

- Children (Under driver's license age) are not allowed at Rochester-Syracuse Auto Auction.

## **CLUTCH**

- non-rejectable as long as Arbitrator can road test vehicle.
- Not rejectable on three (3) year old models or older

## **CONVERTIBLE TOPS**

- Hidden damage must be announced on tops that are not visible, or sold in the "down" position. Visible defects in tops that are sold in the "up" position are the responsibility of the buyer.

## **CURRENT YEAR**

- Current year model begins January 1.

## **DEALERS ONLY**

- This auction is for licensed and registered dealers only. All dealers must register in our office and provide us with information required.

## **DIFFERENTIAL/REAR END/TRANSAXLE**

- No rejection for universal joints, c.v. joints, or axle shafts only, including front wheel drive backlash, noise in trans-axle, or vibrations.
- Drive Line noises that are inherent to Jeep/Dodge/Ford-Front & Rear Differentials will no longer be eligible for arbitration.
- No arbitration on noises or defects that are inherent or typical to a particular model or manufacture, unless deemed "excessive" by the arbitrator.
- Rear ends and transfer case noises are not arbitratable on vehicles over 100,000 miles unless deemed as excessive by the arbitrator, slight whine vibrations and free play are not considered arbitratable.

## **ELECTRICAL SYSTEMS**

- Charging systems defects on vehicles four (4) years old and older are not subject to arbitration.
- Buyer must be able to test drive vehicle.

## **ENGINES**

- Upper end misfires must effect test drive to be arbitratable. Cam phasers on Ford trucks 4.6L/5.4L engines are no longer arbitratable.
- No arbitration on noises or defects that are inherent or typical to a particular model or manufacture, unless deemed "excessive" by the arbitrator.
- Any vehicle with a non-original engine must be announced, including diesel conversions. Cracked or repaired cylinder blocks must be announced.
- Intake leaks on GM products will no longer be eligible for arbitration.

## **FLOOD CARS**

- Must be announced and sold **“AS-IS”**.
- If buyer finds valid evidence of flood damage that was not announced, he must notify the Auction within seven (7) days of purchase and provide proof to the auction within fourteen (14) days or vehicle is non-rejectable.

## **FRAME DAMAGE - RSAA NOW FOLLOW NAAA FRAME RULES**

- All vehicles sold under the Green Light will be arbitratable for frame damage regardless of selling price. There is No arbitration on vehicles **“AS-IS”**.
- Frame damage (including rust) must be announced by seller whether repaired on vehicles sold under the Green Light.
- Radiator Core Support damage is not arbitratable on **ALL** vehicles.
- Buyer must report damage as soon as possible and return vehicle and paperwork within seven (7) days of purchase to Auction, so arbitrator can make final decision. **Vehicles become property of the buyer if the deadline of the Auction is not specifically kept.**
- Unibody damage, rotted out floors, and rotted trunk cab supports are considered same as frame damage.
- Damage from normal use such as scrapes, hoist or jack marks and minor tie down marks are non reject able.
- **“BOLTED ON”** components shall **NOT** be considered for frame damage arbitration.
- **Arbitrator’s decision on frame damage is final.**

## **GRAY MARKET VEHICLES**

- “Gray Market Vehicles” will not be accepted for sale at Rochester-Syracuse Auto Auction, LP.
- Sellers of gray market vehicles will bear all costs related to reversing the sale of gray market vehicles.

## **“IF” SALES/HARD IF**

- “IF” Sales are not binding on either party until buyer pays for vehicle. All vehicles sold in L3 and L4 are binding until 12pm the following day.
- "IF" sales may not be driven by the potential buyer until the seller has agreed to the sale price or the negotiated price. If a buyer drives a vehicles that was an IF, any damages to the vehicle during the test drive will be the responsibility of the buyer.

## **LIABILITY**

- Rochester- Syracuse Auto Auction L.P. is not a Bailor, owner, or seller of motor vehicles consigned, and does not have control of or possession of same, and is not liable for theft, liability of property damage to any vehicle while on auction property.
- All buyers and sellers must understand and adhere to policies outlined in these Rules and Conditions outlined in Registration Agreements and on the reverse side of the Rochester -Syracuse Auto Auction L.P. ‘Bill of Sale Contract’ (Block Ticket).

## **LIGHT SYSTEM**

- **IT IS THE SELLERS RESPONSIBILITY TO MAKE SURE THAT ALL LIGHTS AND ANNOUNCEMENTS ARE CORRECT AS VEHICLE IS AUCTIONED. ALSO, SELLING DEALER IS RESPONSIBLE THAT YEAR OF MANUFACTURE AND MILEAGE IS CORRECTLY DISPLAYED AND REPRESENTED, BOTH ON VEHICLE AND CONTRACT OF SALE.**
- **Green Light- “SOUND”**
  - Buyer’s check thoroughly and road test every car, before settlement to determine if properly represented.
  - Sellers may sell an over 100,000 mile or TMU (true mileage unknown) vehicles as “Green Light” but must accept arbitration if applicable – Auction Management decision will be final.
  - No single mechanical defect exceeding \$500 to repair.
  - Items specifically mentioned as “reject able” and “non-reject able” in these rules takes precedence over the \$500 rule.
  - If a vehicle is sold under the “ Green Light” it will be subject to all Green Light rules including frame damage.
- **Yellow Light - “DEFECT”**
  - **Vehicle has announced defect/ buyer beware. (Listen to announcements)**
  - Defects in engine, transmission, differential, non-standard engine or transmission, major exceptions to original or advertised production specification for items deleted/added.
  - Any vehicle which has been utilized as a daily retail vehicle must be sold under the yellow light.
  - Check defect with auctioneer before bidding.
  - **Frame damage (Repaired or not) including rust.**
- **Red Light -“AS - IS” (see “AS-IS” section above)**
- **Blue Light - “Title Attached/ Paperwork”**
  - Seller has 14 days to produce good title or paperwork.
  - Vehicles lacking lien release must be sold “Title Attached”.
  - Any cross-outs on titles, repo papers, or affidavits attached to paperwork must be announced unless determined as acceptable by DMV.
- **Mileage Light**
  - Over 100,000 miles and/or TMU (True Mileage Unknown). These vehicles may be sold “Green Light” or “As-Is”.

## **LOT SALE OR: “OFF THE BLOCK” SALE**

- **Any sale in which the auctioneer does not state the selling of the vehicle is considered a “Lot Sale”.** All “Lot Sales” are conditional until the buyer pays for the vehicle. Up until the time of payment, sale is not binding for either party.
- Once a “**Lot Sale**” has been paid for, the vehicle become “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** (unless sold following the vehicle crossing the block-then arbitration is subject to the announced conditions noted on the Auction Block Ticket.)
- All vehicles bought and sold on the premises must be processed through the Auction office. Failure to do so **WILL** result in suspension from Rochester- Syracuse Auto Auction, L.P. as well as assessment of fees for storage and lot fees.

## **ONLINE SALES**

- All vehicles are available for online bidding. When a vehicle is sold or purchased online additional rules may apply.
- All online sales have a Post Sale Inspection done automatically unless asked not to by buyer.

## **POST SALE INSPECTIONS**

- Post Sale Inspection form must be initiated within 1 hour from time of purchase.
- RSAA will make every effort to inspect vehicles in the order they are received efficiently and accurately.
- Some delays are possible based on sale day volume.
- If a vehicle goes from "Post Sale" to Arbitration, we will make every effort to make a settlement decision in the shortest time possible. In some instances, this time will exceed 60 minutes from start to finish, but RSAA intends to make the proper decision concerning each vehicle. The decision of Auction Management will be binding as it relates to both the buyer and seller. We appreciate your consideration.

## **REGISTRATION OF VEHICLES**

- Dealers wishing to pre-register vehicles may do so beginning on Tuesdays for the following week's auction. Any vehicle which arrives late will be ran at the end of that lane.

## **RE-RUNS**

- Automatic re-runs will be at the end of the auction.
- Any vehicle may receive one free re-run at the end of its' respective lane if not sold. This can be accomplished by signing up the car on the re-run sheet in the office. Vehicles will be run in the order they are signed up.
- Any vehicle which has been arbitrated and sale cancelled will be run at the end of the sale, if requested. Reason for arbitration must be announced when vehicle is re-run.

## **RENTAL VEHICLE**

- Any vehicle which has been utilized as a Daily Rental Vehicle must be announced Yellow Light only if the Daily Rental Company appears on the title.

## **RETAIL**

- Customers of this auction must be licensed automobile dealers. Retail customers are not allowed unless specifically posted for purposes of a special retail sale. Dealers who bring retail customers will be asked to leave.

## **RETURNED CHECK**

- Any and all checks returned will be assessed a fee of \$100.00 if it was the dealers first, \$150 if it was the dealers second, and \$175 if it was the dealers third uncollected check or the cost of collection, whichever is greater. After the third check uncollected, it is the auction's discretion to no longer accept checks.

## **SAFETY**

- Dealers are responsible for unsafe vehicles and damage resulting from same.
- Any vehicle judged to be unsafe if detected may be denied the opportunity to run through the sale and/or may be subject to arbitration.
- No vehicles with unsafe or no brakes will be driven thru the auction.

## **SALVAGE VEHICLES**

- "Salvage" or "Reconstructed" vehicles must be announced as such and sold "AS -IS", 60-day arbitration rule applies. Any prior salvage history must be announced, even if the vehicle has a clean title. "R" Titles must be announced as "Reconstructed".
- Out of state salvage paperwork or out of state salvage title must be announced as such

## **SELLER**

- Check the price on the sale ticket **BEFORE** signing to be sure it is correct.
- It is the selling dealer's responsibility to make sure that all announcements and lights are correct before vehicle is auctioned. Also, **selling dealer is responsible for the year of manufacture and mileage is correct** on the vehicle and contract before selling.
- Announce your vehicles fairly and accurately.
- Turn your paperwork in within sixty minutes of the sale...once you're sure the vehicle was not arbitrated.
- It is the seller's responsibility to arrive at the auction in time to get through registration lanes.

## **SELLING PRICE**

- If there is a dispute over selling price, the **AUCTIONEER'S** word is final.
- Check the price on the sale ticket before signing it, whether buying or selling.

## **SMOKEY MOTORS/BLOW BY**

- Non-arbitratable

## **SPEEDOMETER/ODOMETER**

- **Over 100,000 or 200,000 miles must be announced, even if the vehicle is "True Mileage Unknown"**
- **T.M.U. and over 100,000 or 200,000 miles are not the same thing, and must be announced separately. Failure to announce either condition is misrepresentation and vehicle can be rejected.**
- Inaccurate odometer readings, as checked on a "measured mile" basis, is a reason for rejection and must be arbitrated within 1 day from sale.
- Auction **WILL NOT** become involved in mileage disputes on cars ten (10) years old or older.
- Must be announced if not working properly.
- Jumpy or erratic speedometer needle is not necessarily reason for rejection.
- Speedometers not working properly must be reported to the Auction for arbitration on sale day before Auctions closing.

## **SPORT UTILITY VEHICLES**

- All "Two Wheel Drive" sport utility type vehicles or any vehicle with the appearance of 4wd must be announced as "2 Wheel Drive" with yellow light displayed.

## **STEERING COMPONENTS AND SUSPENSION**

- Vehicle is arbitratable if deemed "unsafe to drive" by Auction arbitrators.
- Altered suspension vehicles must be sold "AS-IS"

## **TITLES**

- Following conditions must be reported by seller: Repossession Titles, Reconstructed Titles, Salvage Titles, Parts Only Titles, and Lien Releases not present (same as Title Attached).
- Any cross outs on titles, repo papers, or affidavits attached to paperwork must be announced.
- Any and all "Title Brands" which may affect a vehicles value must be announced. Some "Title Brands" include, but are not limited to: Lemon Law, rental/For Hire, Reconstructed, Stolen Vehicles, insurance transfers, etc.
- The auction will not become involved in mileage disputes on cars selling ten (10) years or older as long as the title is transferable.
- **Auction will not be responsible for titles mailed from auction and not received.**
- Buyer's paperwork: errors on MV-50, repo papers, Lien releases, etc. that can be corrected in a reasonable amount of time are not subject to cancellation. A reasonable amount of time in this case is one week. This applies to any paperwork in the buyer's possession for more than one day.
- Sellers: Check paperwork carefully before turning into office. The auction is not responsible for sale cancellations due to invalid paperwork. Buyers: Check paperwork carefully before leaving auction.
- Buyers have the option of turning down deals, which become T/A after being announced "Title With Deal" day of sale only, otherwise the deal reverts to the fourteen (14) DAY T/A rule.
- Letters of Correction will no longer be accepted



## **TITLE ATTACHED**

- If title does not accompany vehicle at time of sale, it must be announced. (Including lien releases).
- Seller has fourteen (14) days to produce title, **regardless of announcements made from on the block.**
- If good title is not delivered within fourteen (14) days, buyer has option of returning vehicle.
- **BUYER BEWARE:** Do not invest money into any title attached vehicle until good title is received.  
Auction will not be responsible for money spent on vehicle improvements or transportation.
- Vehicles may not be returned if title has already been mailed from auction.
- Any vehicle returned must be in same condition as when sold.
- The above conditions also apply to any title attached deals not originally represented on auction block as such but discovered afterward that good title does not accompany vehicle - **the acceptance of this condition is solely up to the buyer**, if accepted, above conditions apply.
- Mileage deemed excessive by the auction when returning a title attached vehicles will be charged \$.25 per mile.

## **T.M.U.**

- Any vehicle sold T.M.U. may be sold "Green Light" or As-Is".

## **TRANSMISSION/TRANS AXLE**

- Excessive whine or noise may be subject to arbitration. Arbitration decision is final.
- Transmission must shift properly in accordance with mileage and "normal" for type of vehicle.

## **VALVE TRAIN NOISE**

- No rejection on vehicles five (5) years old or older or on vehicles with over 50,000 miles.

## **VIN PLATES**

- RSAA reserves the right to reject the sale of any vehicle which has altered, missing or questionable identification (as judged by auction)
- Reassigned VIN numbers/ plates, assigned by any state, must be announced. Once announced, these re-assigned VIN numbers/ plates will not be valid reason for rejection.
- All vehicles on auction premises are subject to inspection by law enforcement.

## **VISIBLE DEFECTS**

- Visible defects such as cracked glass, smoke/ blow-by, body damage, rust, tires, etc. are not arbitratable.

## **WARRANTY BOOKS**

- The auction assumes no responsibility for warranty books.

## **YEAR OF MANUFACTURE**

- RSAA does not guarantee the year of any vehicle, tractor, R.V., large truck, motorcycle, camper, or other miscellaneous vehicle. The auction will not become involved in any dispute.