

## General Policies:

- Perryopolis Auto Auction (PAA) is a dealer auction only. All dealers must be licensed and maintain current dealer tags through their state. All dealers must be registered and approved to conduct business at PAA.
- All dealers must provide copies of licenses, business check and all authorized buyer and seller representatives. The dealership is responsible for all transactions completed by a representative.
- No retail customers allowed and any visitor must be approved by PAA management. Any violation of this policy may lead to temporary or permanent suspension of buying and selling privileges. Dealers are responsible for all employees that attend PAA. Please, do not bring children into the bidding lanes.
- Safety is our biggest concern, please be alert and watch for moving vehicles inside the auction lanes and outside. You enter the auction premises at your own risk!
- Please have your vehicles at PAA early on Friday morning or during the week. This gives us time to actively promote all vehicles in the sale. Any vehicle that is inoperable or unsafe to drive will be pushed through or sold outside.
- All bidders are required to have a current bidder badge visible while in the auction lanes. No drivers or guests are allowed in the auction lanes. Only PAA identification cards will be accepted to receive bidder badge.
- There will be no test driving of vehicles on PAA property on Sale Day. Test drives may take place outside using dealer tags. Any test drive must have proper documentation and be approved by PAA management.
- All vehicles purchased and/or sold on PAA premises must be processed through PAA office. Any dealer found to be in violation of this policy will be prohibited from conducting business at PAA. Outside sales are strictly between Buyer and Seller. PAA will not become involved in any arbitration procedures or be responsible for any defects on units sold outside, including frame.
- No vehicles will be offered for sale without a serial number plate.
- All vehicles are subject to inspection by the State Police, FBI, or National Auto Theft Bureau.
- Any vehicle that does not have a warranty sticker, or has a warranty sticker that does not match the VIN, is mutilated or illegible, must be checked by the PA State Police or the National Auto Theft Bureau before it can be offered for sale.
- Vehicles must be registered before entering auction lanes. Only PAA personnel may drive vehicles through auction lanes.

- All vehicles are run through AutoCheck for title and VIN verification. All history discrepancies must be announced. PAA solely honors AutoCheck due to data based accuracy.
- PAA does not guarantee the year of any house trailer, motor home, boat, boat motor, antique car, dune buggy or motorcycle. This information should be verified before settlement. The auction will not become involved in a dispute on these vehicles; which will be sold "As Is."
- All titles submitted by the Seller must be in selling company's registered name. PAA shall not be liable for any vehicle or repairs made to vehicles by the Buyer before a title has been received.
- When "title attached" or "TA" is not announced at the block, the Buyer has the right to reject the vehicle.
- PAA reserves the right to correct clerical errors.
- If PAA determines that the transaction is not fair and ethical to either party, the Seller and Buyer agree that the Auction may cancel the sale at PAA's sole discretion. PAA reserves the right to reject any vehicle that management judges to be unsafe.
- "IF" sales are strictly between the Buyer and Seller and are not binding on either until the sale is consummated.
- "Seller IF" or "One Way IF" sales are binding sales once bid price is confirmed by Seller. "Seller IF" and "One Way IF" sales can be sold under any light announcement.
- All bills of sale contain an "Odometer Disclosure Statement" and must be kept by Buyer and Seller.
- PAA is not responsible for warranty book or plates regardless of year, make or model. There is no warranty implied to the accuracy of odometer reading.
- Airbag light, airbag or SRS problem or missing must be announced by the Seller.
- Salvage, flood, lemon law, reissued VIN plates, altered suspensions, and major damage history brands must be announced.
- Vehicles that appear to be equipped with 4x4 (trucks, SUV, etc.) and are not, must be announced as 4x2 vehicles. Altered suspension on any vehicle must also be announced.
- It is the Seller's obligation to verify accuracy of the pre-printed information on the PAA sales invoice, as well as the "Announced Conditions" and "Block Condition Lights."
- The auctioneer determines the successful bidder on any vehicle.

- The Buyer is obligated to carefully observe the “Block Condition Lights”, as well as understand the “Announced Conditions.” The Buyer is also responsible for verifying the serial number, model number, model year and mileage on all purchases before exiting PAA property.
- Payment is to be in the form of CASH, CASHIER'S CHECK, or AUTOMATED CLEARING HOUSE (ACH). Floor Plans and Business Checks must be preapproved by PAA. Payment is due by close of business on sale day. A \$50 late fee will be applied to each vehicle.
- A \$50 fee will incur for any check that has been returned for Non-Sufficient Funds (NSF) which must be paid by cash or cashier’s check.
- All units 10 years or older are sold “As-Is” including frame. No arbitration privileges allowed, unless, a Seller guarantee has been made.
- Any stipulation, promise, or guarantee made between the Buyer and Seller must appear in writing on the “Bill of Sale” before it may become part of the transaction. PAA assumes no responsibility for any verbal agreements.
- Arbitration of all matters concerning PAA will be conducted by the management and its decision WILL BE FINAL.
- “Green Light”, “Ride & Drive”, “Driveline” or any other Seller guarantee will end on Sale Day at 3:30 PM, unless Post-Sale Inspection (PSI) purchased for eligible vehicles.
- “TMU” means TRUE MILES UNKNOWN. You are not stating that the vehicle has more than 100,000 miles or odometer not working. By announcing “TMU”, you are announcing that there has been, at some point, a mileage discrepancy and the vehicle must be sold “As-Is.”
- Mileage announcements are not required for vehicles that are 10 years or older and are deemed exempt from Federal/State Odometer and Title disclosure laws, unless a mileage discrepancy is known or apparent to the Seller.
- Seller must announce if odometer is broken, replaced, altered or in excess of 100,000 miles. PAA will not become involved in mileage disputes. Any irregularity in odometer must be brought to the attention of PAA management on sale day. The Seller is responsible for the accuracy of mileage on all documents submitted to the office. Kilometers must be announced. If the vehicle is over 100,000 miles and TMU, it must be announced as such.
- Out of state, “Former Salvage” or “Reconstructed” titles must be announced as such. Please note that out of state “R” titles must have a special PA salvage inspection before applying for PA title.
- PAA accepts no responsibility for vehicles, including lost or stolen items, left on PAA property, unless prior storage arrangements have been made. Any purchased or personal vehicle left on auction property for more than 7 days will be subject to storage fees.

- PAA accepts no responsibility for items stolen from vehicles (i.e. radio faceplates, key fobs, etc.).

### Light System:

- **Green Light “Ride and Drive”**
  - The green light signals that this vehicle is guaranteed under the conditions outlined in the Arbitration Guidelines section, except for specific disclosures or announcements made prior to the sale.
- **Yellow Light “Limited or Driveline Guarantee”**
  - This light is an indication to the Buyer that the Auctioneer or Selling Representative has made announcements that qualify/clarify the condition or equipment and limit the arbitration of this vehicle when “limited guarantee” or “driveline guarantee” is announced.
- **Red Light “As-Is”**
  - Vehicles selling under the red light will only qualify for arbitration under the rules outlined in the Arbitration Guidelines section of the National Auto Auction Association (NAAA) Arbitration Policy. Seller must announce under the red light the following vehicles with no arbitration privileges: police, taxi, municipal, utility, fire, salvage, flood, antiques, dune buggies, motorcycles, RV and motor homes, reconstructed and theft recovery vehicles.
- **Blue Light “Title Attached/Unavailable/Absent”**
  - This light is used to announce that the title is not present at the time of the sale. Title may require up to 14 business days to arrive. The Buyer is cautioned not to spend any money on repairs or sell the vehicle while the title has not been received. If at the close of business on the 14<sup>th</sup> day and the title has not been received by the Buyer, then the Buyer has the option to return the vehicle. If the title has been mailed within the 14-day title period, the Buyer cannot return the vehicle.

### Arbitration:

- Arbitration of any Green Light vehicle or any vehicle that was given a Seller guarantee must be filled on Sale Day by 3:30 PM.
  - Arbitration eligible after Sale Day (Green and Red Light):
    - Structural Damage per PAA or NAAA Policy – 7 calendar days
    - Not Actual Miles/Inoperative Odometer – 7 calendar days
    - Salvage or Reconstructed/Theft Recover/Stolen vehicles (including history) – 7 calendar days
    - Insurance and/or Salvage titles (including history) - 7 calendar days
    - Flood damage (by PAA inspection) - 7 calendar days
    - Lemon Law/Manufacturer’s Buyback – 7 calendar days
    - State-issued VIN plates (including kit cars) – 7 calendar days

- Taxis, Livery, Police or Government vehicles – 7 calendar days
  - Previous Canadian vehicles – 7 calendar days
  - Grey market vehicles – 7 calendar days
  - Fuel conversion – 7 calendar days
  - Missing catalytic converter – Sale Day only
  - Missing or deployed airbag – Sale Day only
- Vehicles are not eligible for arbitration if they leave PAA property. Only arbitration employees may test drive vehicle to determine any mechanical defects.
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- All vehicles sold for \$1999.99 or less are “As-Is,” including frame, unless a seller guarantee has been made.
- Seller guarantees, unless declared, all noted items which are subject to arbitration.
- Any accepted adjustment is automatically an “As-Is” transaction, including frame.
- PAA uses the industry accepted "NAAA Structural Damage Policy" as its standard. Copies are available upon request.
- Vehicles that are returned for arbitration or lack of title must not have excessive mileage added to the vehicle after odometer reading at time of purchase.
- Subject to Arbitration:
  - Current model year with less than 10,000 miles – paint (excluding minor touch-up), body work, defective windshield or windows, and air conditioning.
  - Utilized body damage, frame damage, (beyond superficial dents and scrapes), rotted out or frame repair must be announced. Frame damage must be reported and returned to PAA for inspection within 7 days of purchase. Frame damage from normal use such as scrapes, dents, jack or lift marks or tie down marks are not grounds for rejection.
  - Motor, clutch, front & rear differential, and transmission.
  - Altered or removed emission equipment (7 model years and newer).
  - Any single mechanical defect which exceeds \$800 to repair.
- Not subject to Arbitration:
  - Any item that can be repaired for \$800 or less.
  - “As-Is” transactions, excluding frames on vehicles newer than 10 model years.
  - Vehicles with standard transmissions cannot be arbitrated for manual clutches unless the defect will not allow a safe test drive.
  - Oil leaks that are not visibly leaking.
  - Accessories on vehicles over 4 years old, including, but not limited to, Entertainment Systems, Power Windows, Heated Seats, Navigation Systems, Sun/Moon Roof, Running Boards, etc.
  - Warning lights and gauges; except for temperature, oil, and airbag. Check engine lights are NOT subject to arbitration unless vehicle experiences drivability issues.

- Windshield or windows, excluding current model year.
- Upholstery, headlining, mats or convertible tops.
- Leaking and wet transmission, with the exception of excessive leaks in front wheel drive or 4x4 vehicles.
- Obvious visible defects.
- Visible rust.
- Air conditioning.
- Any wearable item including, but not limited to, tires, wipers, brake pads-shoes-rotors, belts, hoses, fluids, timing belts, bulbs, filters, shocks and struts.

Amended January 29, 2024