



General and Arbitration Policy

937-454-2292 Office

I. General Policies of the Dayton Auto Auction herein after referred to as DAA:

- a. Fair and Ethical Sale
 - i. The Sales made at DAA are intended to promote fair and ethical treatment to both the Buyer and Seller. If DAA determines that the transaction is not fair or ethical to either party, the Seller and Buyer agree that Auction may cancel the sale, at DAA member/managements sole discretion. Federal, State, and Local laws superseded these policies where applicable.
- b. This sale is for licensed dealers only. You must be registered 24 HRS in advance with the DAA office before buying or selling any vehicle. No retail customers unless it is a public repossession sale on the first Friday of the month.
- c. DAA does not guarantee the year or condition of any trailer, customized vehicle, recreational vehicle boat, snowmobiles, or kit cars.
- d. Titles attached or hold titles may require up to 13 business days to receive the title. Buyer must notify DAA 24 HRS in advance when returning a vehicle for lack of title. Buyer may not return vehicle if title has already been mailed by DAA. BUYER IS INSTRUCTED NOT TO SELL OR SPEND MONEY ON VEHICLE UNTIL TITLE IS RECEIVED.
- e. "IF" bids between buyer and seller are binding for two hours from time of sale. It is the Buyer's responsibility to check with DAA on the status of the "IF" bid.
- f. Any purchase other than "Under the Hammer" is an "AS-IS" transaction and is not eligible for any arbitration.
- g. Vehicles are to be picked up Wednesday following the Friday Sale. Any vehicle stored after Wednesday may be subject to storage fees.
- h. DAA is not responsible for any vehicles and/or personal property that is left on premises and any vehicle or personal property that is left is done so at owner's sole discretion.
- i. DAA reserves the right to charge a \$35.00 fee for insufficient funds and this may result in check writing privileges being revoked.
- j. Dayton Auto Auction Role
 - i. Auction is not party to the contract of the sale. The sales contract is between the Seller and Buyer only.
 - ii. All titles on vehicles bought or sold on the premises must be processed through the auction office. Failure to do so will result in suspension or termination of trading privileges at the DAA.



- iii. Anyone caught tampering with or removing parts from any vehicle will be prosecuted to the fullest extent of the law and banned from the DAA.
 - iv. DAA and member/management reserve the right to review any audio/video documentation to verify the accuracy of a sale.
 - v. Any vehicle consigned with DAA is subject to government inspection, with or without prior notice, by the FBI, State Police, National Auto Theft Bureau, Local Police Authorities, any other governmental agency, or quasi-governmental agency.
- k. Seller Obligations
- i. Seller is responsible for the accuracy and completeness of all representations, announcements, and disclosures regarding its vehicles, regardless of whether seller has relied on third party resources (inspection companies, vehicle history reports, etc.)
- l. Buyer Obligations
- i. Buyer is responsible for inspecting the vehicle prior to and immediately following the sale. The buyer must verify the seller's representations and notify the auction immediately of any discrepancies or within the time frame as stated in this arbitration policy. The buyer is responsible for delivering any arbitrated vehicle back to the Dayton Auto Auction as instructed by staff. A returned vehicle must be in the same or better condition as when it was sold, otherwise the arbitrator has the discretion to deny the claim or charge additional fees. Buyer may lose the right to continue a claim or arbitrate a vehicle if these policies are not followed.
- m. DAA VIN Policy
- i. All vehicles consigned must have a visible public Vehicle Identification Number (VIN) plate attached to the vehicle by the manufacturer or state inspector (state reassigned VIN only). Those vehicles having a reassigned VIN plate must be announced or will be subject to sale cancellation or Buyer return. DAA reserves the right to refuse the sale of any vehicle in which the VIN plate appears altered.

II. Disclosure Policy and Announcements

- a. Structural Damage: damage to the structure or a specific structural component of the vehicle. Often referred to as frame damage, although this also applies to uni-body and uni-body on frame structures in addition to conventional frames. Any/all existing permanent (non-repairable) structural damage including rust. Vehicles arbitrated for such damage must be returned prior to the next sale day.
- b. Structural Repair or alterations: Repairs to any specifically identified structural component of a vehicle that has been certified to be within the used vehicle measurement standard (UVMS) or any improper or substandard prior repairs. This includes altered suspensions that require the structure to be modified.



- c. Additional Disclosures: Cracked Block if ran under RD or AG, Odometer over mechanical limits, broken or discrepancies, Flood Damage, Engine change other than manufacturers original specifications, municipal cars, taxi's, police, etc.
 - d. Titles: Any and all salvage, rebuilt or theft recovery titles must be disclosed and announced prior to vehicle being run in the sale. Any unannounced salvage titles or previous salvage titles must be reported to the auction within 24HRS after receipt of title, after that period it is between the buyer and seller to handle.
 - e. Turn Down or Returned vehicles due to any of the before mentioned disclosures will result in the seller paying both the seller and buyer fee.
- III. **Sale Light System:** DAA has a light display system to describe the condition and/or disclosures related to the vehicle being sold. All vehicles are sold under this light system, and it is the buyer's responsibility to watch the lights and listen for announcements.
- a. **Blue Light:** Ride & Drive – Vehicle is free of any problems that will cost more than \$300 to repair at wholesale cost.
 - b. **Green:** Auction Guarantee – Vehicle has good engine, transmission, and differential. A.G. does not guarantee u-joints and boots or back lash.
 - c. **Red:** "AS-IS"- It's yours, pay the office.
 - d. **Yellow:** Caution- Listen for announcement.
- IV. **Additional Policies:**
- a. Vehicles sold under Blue Light (RD) or Green Light (AG) with altered or removed emission control devices that are not announced will be subject to arbitration until 4:00PM the Monday following the sale day. No disclosure will be required on "AS-IS" vehicles. **It is the buyer's responsibility to check for emission control devices.**
 - b. All problems with AG & RD vehicles must be arbitrated within two hours. Exceptions are as follows and after time limits the problem must be solved between seller and buyer.
 - i. Rusted Frame/Structural Damage and it must be reported and returned before the next sale day.
 - ii. Radiator supports & frame horn rails are not covered.
 - iii. Cracked block and broken or odometer discrepancies: must be reported to auction by 4:00PM the Monday following sale date.
 - iv. Salvage Titles: see previous noted policy.



- c. All arbitration must clear through the arbitrator. Buyer and seller must wait for the decision of arbitrator. All arbitrator decisions will be final. Any dealer not abiding by the decision of arbitrator will be barred from doing business at DAA.
- d. NO ARBITRATION ON VISIBLE DAMAGE.**
- e. Any arbitrated vehicle automatically becomes “AS-IS”. No further arbitration will be permitted.
- f. Vehicles may not be arbitrated based solely upon information provided in Electronic Data Vehicle Histories or printed EDVH Reports. Auction and Seller are not bound by information listed in EDVH (Carfax, AutoCheck, NMVTIS, etc.)
- g. Auction reserves the right to reject any vehicle that management judges to be unsafe.

V. Additional Terms and Conditions

- a. DAA Arbitration Policy is based on the National Auto Auction Association guidelines anything not listed within this document will default to NAAA Guidelines.
- b. DAA reserves the right to interpret, waive or vary any provision of this Dayton Auto Auction Arbitration Policy or the NAAA Arbitration Policy if, in its sole discretion, DAA considers it fair and reasonable to do so under the circumstances.
- c. Auction Privileges: Attending the Dayton Auto Auction is a privilege and not a right. DAA reserves the right to suspend a customer’s auction privileges temporarily or permanently at any time. Breach of auction policies or arbitration rules could result in the suspension of your auction privileges.
- d. Compliance with laws: There are many laws, rules and regulations that govern your business. We expect you to know and comply with all national and local laws that regulate your right to purchase and sale motor vehicles.
- e. No “Backlot Dealings”. All vehicles consigned to the auction must cross the auction block or be sold in tow row. Vehicles sold before reaching the block will be subject to all applicable fees.
- f. Indemnity. You agree that DAA shall not be liable for, and that you will indemnify the auction and hold it harmless against your breach of these auction policies and arbitration rules. You agree that the auction shall not be liable for, and that you will indemnify the auction and hold it harmless against any damage, loss or destruction to vehicles left in the custody, care or control of the auction or its agents, unless caused by the auction’s gross negligence.
- g. Changes to Terms and Conditions: DAA, at its sole discretion, may amend these terms and conditions and other auction rules/policies without sending notice to customers. The amended auction policies will be effective immediately upon posting to the Dayton Auto Auction website. These terms and conditions are effective on any transaction that occurs on or after the Effective Date.