



Dayton Auto Auction
(937) 454-2292
(937) 454-1056 FAX
7545 N. Dixie Dr.
Dayton, OH 45414
www.daytonautoauction.com

DAYTON AUTO AUCTION
DEALER TERMS, CONDITIONS & AUCTION POLICIES
937-454-2292

1. Purpose and Scope

These Dealer Terms, Conditions and Auction Policies ("Policies") govern all transactions conducted through Dayton Auto Auction ("DAA"). By registering, buying, selling, bidding, or otherwise participating in any DAA sale, each Buyer and Seller agrees to be bound by these Policies.

These Policies establish Dayton Auto Auction's operating procedures and auction rules. Arbitration matters not specifically addressed herein shall be governed by the current National Auto Auction Association (NAAA) Arbitration Policy. In the event of a conflict, these DAA Policies shall control for matters relating to DAA's operations and procedures.

2. Registration Requirements

Dealer-only sales are limited to properly licensed motor vehicle dealers who are registered with Dayton Auto Auction ("DAA"). Registration must be completed and approved prior to participating in any dealer-only sale. Public buyers may only participate in designated public repossession auctions.

Dealers are responsible for the actions and conduct of their employees, representatives, agents, and guests while on DAA property. Any individual authorized by a registered dealer to bid or purchase vehicles on the dealer's behalf shall be deemed to be acting as the dealer's authorized representative. The registered dealer shall be fully responsible and financially liable for all bids made and all vehicles or other items purchased by their authorized representatives, regardless of whether the dealer was personally present at the sale. DAA will look solely to the registered dealer for payment and performance of all obligations arising from such purchases.

3. General Auction Rules

- DAA acts solely as a facilitator of the sale and is not a party to the contract between Buyer and Seller.
- Federal, state, and local laws supersede these Policies where applicable.
- DAA reserves the right to cancel any transaction it determines to be fraudulent, unethical, or otherwise inconsistent with these Policies.
- All announcements made by the auctioneer or DAA staff take precedence over printed materials.
- Audio and video recordings may be used to verify announcements, bids, and sale disputes.
- Government agencies may inspect vehicles on DAA property without prior notice.
- Titles for all vehicles sold through DAA must be processed through the auction office.

4. Vehicle Titles

Attached or held titles may require up to thirteen (13) business days for delivery. Buyers shall not repair, modify, resell, or otherwise invest money into any vehicle until an acceptable title has been received. Buyers returning a vehicle due to title issues must notify DAA at least twenty-four (24) hours before returning the vehicle. Once a title has been mailed, the vehicle may not be returned for lack of title.

5. Vehicle Pickup Policy

Purchased vehicles must be removed from DAA no later than Wednesday following the Friday sale. If a Buyer cannot remove a vehicle by Thursday, prior arrangements must be made with DAA Management.

Beginning Friday following the sale, vehicles remaining without approved arrangements shall incur a storage fee of \$10.00 per vehicle, per calendar day.



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Immediately upon the sale of a vehicle, all risk of ownership transfers to the Buyer. Vehicles remaining on DAA property remain solely at the Buyer's risk. DAA shall not be responsible for theft, vandalism, weather damage, fire, missing parts, mechanical failure, acts of God, or damage caused by third parties except where directly caused by DAA's gross negligence or intentional misconduct.

6. Payment Policy

Payment is due no later than the Monday following the Friday sale, or the next business day when Monday is a legal holiday.

Vehicles not paid for by the required deadline may be assessed a late payment fee of \$50.00 per vehicle, per calendar day until paid in full.

Any vehicle not paid for or not removed from Dayton Auto Auction ("DAA") within the time required by these policies may be deemed abandoned. Storage fees and any applicable late payment fees will continue to accrue until the vehicle is removed. DAA reserves the right to cancel the sale, resell the vehicle, pursue all available legal and contractual remedies, and recover all costs, fees, and any deficiency resulting from the buyer's failure to comply with these policies, to the fullest extent permitted by Ohio law.

Failure to pay may also result in cancellation of the sale, suspension or permanent revocation of auction privileges, assessment of storage fees, collection activity, legal action, and reporting of delinquent accounts to applicable licensing authorities, auction networks, floorplan lenders, and other industry databases.

7. Seller Responsibilities

Sellers are solely responsible for the accuracy and completeness of all vehicle disclosures, title brands, odometer disclosures, announcements, structural damage disclosures, prior repairs, flood history, engine changes, and any other material information affecting the vehicle.

8. Buyer Responsibilities

Buyers are responsible for inspecting vehicles before bidding, listening to all announcements, observing the sale light system, complying with all arbitration deadlines, and returning arbitrated vehicles in substantially the same condition in which they were sold.

9. Sale Light System

- Blue Light (Ride & Drive): Vehicle is guaranteed against covered mechanical defects in accordance with DAA policy. Anything more than \$300.00 to repair at wholesale cost.
- Green Light (Auction Guarantee): Engine, transmission, and differential guaranteed subject to stated exclusions.
- Yellow Light: Buyer must listen to announcements before bidding.
- Red Light (AS-IS): Vehicle sold with no warranty or guarantee except where required by law or specifically announced.

10. DAA Arbitration Rules

The following DAA-specific arbitration rules apply. Vehicles may not be arbitrated solely based on Electronic Data Vehicle Histories, printed EDVH reports and scanner tools. Auction and Seller are not bound by information listed on CarFax, AutoCheck, NMVTIS, etc.

- Structural damage/Rusted Frame will apply to all vehicles regardless of sale light. Any vehicle 20 years or older will not be eligible for arbitration
- Cracked block if ran under RD or AG
- Odometer discrepancies
- Salvage, rebuilt, theft recovery, and title disclosures.



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- Flood damage disclosures.
- Emissions equipment disclosure if ran any other way than AS-IS
- Rust and structural corrosion time limits: Vehicle must be returned for inspection the following Friday before the sale starts.
- Visible damage is not subject to arbitration.
- Any purchase other than “Under the Hammer” is an AS-IS transaction and is not eligible for arbitration.
- Emissions equipment disclosure if ran any other way than AS-IS
- Decisions of the DAA Arbitrator are final.
- All arbitration matters not specifically addressed within these Policies shall be governed by the current National Auto Auction Association (NAAA) Arbitration Policy.

11. Additional Policies

- No back-lot sales are permitted unless authorized by DAA Management.
- All consigned vehicles must display a valid VIN. DAA reserves the right to reject altered VINs.
- Returned checks are subject to applicable fees and may result in suspension.
- Personal property left in vehicles is the owner's responsibility.
- Attendance at DAA is a privilege, not a right. DAA may suspend or permanently revoke auction privileges at any time.
- DAA reserves the right to reject unsafe vehicles.
- These Policies may be amended at any time and become effective immediately upon publication.

12. Indemnification

Buyer and Seller agree to indemnify and hold harmless Dayton Auto Auction, its owners, employees, and agents from any claims, damages, liabilities, costs, or expenses arising from their breach of these Policies or their participation in auction activities, except to the extent caused by DAA's gross negligence or intentional misconduct.

Acknowledgement

Participation in any Dayton Auto Auction sale constitutes acknowledgement that the Buyer and Seller have read, understand, and agree to be bound by these Dealer Terms, Conditions and Auction Policies.