



WHOLESALE / DEALER-ONLY
STANDARD TERMS AND CONDITIONS

AMERICA'S AUTO AUCTION – VIRGINIA

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1. **LICENSED DEALERS:** All customers must be licensed Motor Vehicle Dealers by their state, registered with Auction Access, and registered with America's Auto Auction Virginia prior to conducting business ("Registered Dealers" or "Dealers"). Unless otherwise specified, only Registered Dealers, and their Authorized Representatives (as defined below), may be present in the auction lanes. Dealers are not permitted to bring retail customers into the auction lanes during bidding, and doing so is justification for expulsion from the auction.
2. **AUTHORIZED REPRESENTATIVES:** Registered Dealers may appoint representatives ("Authorized Representatives") who may conduct business for and on behalf of the Dealer. Representatives may be added using the Auction Access "add representative" document and requires Dealer Principals signature. The Dealer understands and agrees that the Dealer is liable for all transactions entered into by their Authorized Representative(s). Furthermore, the Dealer is liable for any loss, damage, theft, or destruction caused by any individual present on the Auction premises in the company of, or at the request of, a Registered Dealer or their Authorized Representative, regardless of whether such individual is an Authorized Representative (i.e. Customers, Transporters, and Guests). Dealers who wish to revoke the authority of an Authorized Representative must do so by delivering written notification to the Auction. The Dealer shall remain liable for all transactions of an Authorized Representative until the Auction receives written notification of revocation of said representative's authority.
3. **HOURS OF OPERATION AND PROPERTY ACCESS:** The Auction's regular business hours are: Monday to Thursday – 8:00 am to 5:00 pm; Friday – 8:00 am to 1:00 pm. Dealers may access the auction sale lot for the purpose of inspecting vehicles during regular business hours. Any dealer seeking to access the auction lot to inspect inventory MUST obtain a badge from the main office by presenting a current and legal photo ID prior to entering the lot. Anyone on the lot without a badge shall be asked to obtain a badge or leave the lot. Vehicles are available for removal from the lot between 8:00 am Monday through 10:00 pm Friday, and again between the hours of 8:00 am to 5:00 pm on both Saturday and Sunday. After hour access is limited to pick up and delivery only. Individuals requesting after hour access must present a valid gate pass and hand over a valid driver's license to be retained by vehicle check in/security while on the property. The Auction reserves the right to refuse service to anyone at any time for any reason.
4. **GATE PASSES:** No vehicle may be removed from the Auction without a current, valid gate pass. Gate passes are only issued during business hours. All vehicles leaving the auction property shall be inspected prior to departure. Dealers must bring any suspected lot damage to the Auction's attention before the vehicle is removed from the lot. Removing the vehicle from the Auction releases the Auction from any further damage claims or arbitration rights, unless the vehicle has received and remains within a 7 day Post Sale Inspection period, or has been purchased online.
5. **TEST DRIVES:** Dealers should only test drive vehicles which they intend to purchase. Vehicles are available for pre-sale test drives Tuesdays between 12:00 Noon to 5:00 pm, and again the morning of the sale from 7:00 am to 8:00 am. After 8:00 am on sale day, no vehicle may be test driven until it has run across the block, and then it may only be test driven by the purchaser of the vehicle between the hours of 12:00 pm and 5:00 pm. All test drives must be made in a safe and reasonable manner on the designated test track. Anyone caught driving recklessly on the lot or test track shall lose their privilege of driving vehicles on the lot and will be subject to being barred from the property. Dealers are liable for all damage and injuries caused during or as a result of their test drives. All test drives are done "at your own risk." It is the responsibility of the driver to check the brakes, tires, and hood latch prior to test driving any units.
6. **USE OF AUCTION VEHICLES:** Dealers may not utilize Auction inventory vehicles as personal transportation on the auction lot. Dealers are responsible for any damage which they cause on the auction lot. All vehicles must be returned to the parking space from which they were removed. There shall be no smoking allowed in any vehicle on the auction lot. Any dealer caught smoking in a vehicle on the auction property will be charged a smoke abatement fee. Any dealer abandoning a running vehicle on the lot is subject to fuel and other charges resulting from their actions (i.e. overheating, burnt up fuel pumps, and other resulting damages). Dealers neglect in securing windows and sunroofs resulting in any weather related damages will be charged for any required cleaning and repairs. Any dealers privilege to operate vehicles on auction property may be revoked at any time at the discretion of Auction Management.
7. **RISK OF LOSS:** All vehicles left on the Auction property shall be at the Owner's request and risk, even though a vehicle and its keys may be placed in the auction's custody for service. THE AUCTION SHALL NOT BE RESPONSIBLE FOR ANY LOSS, including but not limited to loss caused by fire, theft, collision, hail, weather conditions, or Acts of God.
8. **VEHICLES PRESENTED FOR SALE:** The consignor of any vehicle, or their representative (and or driver), must remain with their vehicle until it has been numbered and accepted by the Auction. The Auction is not responsible for any vehicles left at the gate unattended. Proper Public VIN plates must be affixed and visible on all vehicles presented for sale. While on the Auction property, vehicles are subject to inspection by the Department of Motor Vehicles or law enforcement authorities without notice.
9. **OWNERSHIP OF AUCTION VEHICLES AND VEHICLE ANNOUNCEMENTS:** The Dealer acknowledges that the vehicles sold at the Auction do not belong to the Auction, and as such, the Auction is relying on the representations of the Seller of the vehicle with regard to the vehicle's condition. All announcements are made by the vehicle seller, not the Auction, and the Auction assumes no responsibility for the accuracy of such announcements. The Auction may, but is not required to, obtain electronic data vehicle histories prior to auctioning the vehicle. The results of such histories may be incorporated into vehicle announcements by the Auction if they are available prior to sale. IT IS THE SELLER'S RESPONSIBILITY TO INSURE THAT VEHICLE ANNOUNCEMENTS ARE CORRECT AND THE PROPPER AUCTION LIGHTS ARE ILLUMINATED ON THE BLOCK AT TIME OF SALE.
10. **AUCTION TRANSACTIONS:** All vehicles consigned to the Auction must be sold in the manner prescribed by the Auction. All transactions must be processed by the Auction's business office. Any transactions put together after a vehicle has crossed the block and is processed through the auction as an "outside sale" is 100% AS-IS regardless of how the vehicle was represented while on the block. The Auction strictly forbids "Front lot", "off-block",

or “Dealer to Dealer” transactions. In the event the Auction verifies that a Dealer has engaged in an off-block transaction, the Auction may suspend either parties ability to conduct business at the Auction.

11. **“IF SALES”:** The Auctioneer may accept a bid from a Dealer as an “if-bid”, or “phone call bid”. In such case, the Auction has until 4pm on the day of sale to confirm the sale, reject the sale, or propose a counteroffer to the bidder. Dealers agree that they may receive notification regarding “if bids” by phone, email or text message, at the Auction’s discretion. If the Auction has confirmed the sale prior to 4pm, but has failed to notify the Buyer of the decision prior to 4pm, the “if bid” shall be considered binding and the vehicle shall be considered sold. If both parties are in active negotiations at 4pm, the IF Bid may be extended for a reasonable amount of time to allow all negotiations to conclude. It is the Buyer’s obligation to contact the auction to determine whether an “if” has been accepted by the Seller. It is the Buyer’s responsibility to notify the Auctioneer if they do not want to be placed on an “if bid” at the time their bid is accepted by the Auctioneer as such.
12. **PAYMENT FOR PURCHASED VEHICLES:** All purchased units must be paid for no later than noon on the next business day following the sale of any unit. Vehicles shall not be gate passed or released from auction premises until payment has been received. A fee of One Hundred Dollars (\$100) shall be charged if a stop-payment is ordered after a check has been presented to the Auction as well as for any check which is returned for Non-Sufficient Funds. America’s Auto Auction Virginia reserves the right to place customers on a cash only basis at any time.
13. **COLLECTIONS:** In the event that payment has not been remitted in whole to the Auction within the previously prescribed time limit, the Auction will submit a claim with Auction Insurance Agency, which will result in the customers loss of auction privileges.
14. **SALES PROCEEDS:** The Auction shall tender a check to selling Dealership (not to a specific representative), less any applicable costs and fees, at the time a negotiable title is provided to the Auction. The Auction reserves the right to withhold any preceding outstanding balances from any sales proceeds check.
15. **UNAUTHORIZED STORAGE IN DEALER PARKING LOT:** Dealers are not permitted to store vehicles in the Auctions Dealer parking lot. Vehicles may be left in the front lot for short periods of time (less than 24 hours) awaiting transportation. Vehicles are subject to removal by a third party, and the Auction assumes no responsibility or liability (including but not limited to towing and storage fees) for any vehicles removed from front dealer parking.
16. **SOLD VEHICLE STORAGE:** Dealers are urged to remove their purchased inventory from the Auction: (i) if a title is present at time of sale, within 48 hours of the sale; or; (ii) for T/A transactions, within forty-eight (48) hours following the presentment of a negotiable title (the “Initial Period”). Any purchased vehicle remaining on the Auction lot for more than fourteen (14) days after the Initial Period shall be presumed abandoned and removed from the premises by a third party tow service. Any incurred expense or fees associated with the removal and processing of any vehicles are the responsibility of the vehicle owner, and are to be negotiated and remitted directly with the third party tow service.
17. **INACTIVE VEHICLES:** Any vehicle which has been stored on the Auction’s property in excess of 30 days, shall be considered an “Inactive Vehicle”.
18. **AUCTION MANAGEMENT’S RIGHT TO VOID TRANSACTIONS:** The Auction Management reserves the right to void any transaction, for any reason whatsoever. Such decisions shall be final and binding on all parties.
19. **TITLE ABSENT SALES:** Any vehicle which is offered for sale without a title being present at the Auction on the day of sale must be announced. The Auction reserves the right to assess a thirty-five dollar (\$35) “T/A Fee” if a negotiable title is not presented to the auction by 5:00 pm the day of sale. The Seller of any “T/A” vehicle has thirty (30) days to present the title (NAAA V. Title Arbitration Policy, 9). In the event Seller fails to present a negotiable title to the Auction within thirty (30) days of the sale, the Purchaser may return the vehicle to the Seller and void the transaction. The Purchaser’s right to void the transaction terminates once a negotiable title is delivered to the Auction. The Purchaser must deliver the vehicle back to the Auction before it is deemed returned. In the event a transaction is voided because the Seller fails to deliver title, the Seller shall be assessed a “T/A Return Fee” of One Hundred Dollars (\$150). The Seller may also be assessed a reasonable charge for transporting the vehicle back to the Auction. The Purchaser of any T/A vehicle shall not be liable for any ordinary wear or tear, but shall be liable for any damage, significant change in condition, or excessive mileage put on the vehicle. The Auction shall charge the Purchaser \$0.40/mile for every mile above 300 miles. The Seller shall be responsible for reasonable transportation costs to return the vehicle to the Auction for a T/A return. Neither the seller nor the Auction shall reimburse the Purchaser for any repairs or recondition services.
20. **ARBITRATION POLICIES:** The sales at America’s Auto Auction Virginia are intended to promote fair and ethical treatment to both the buyer and seller. The Auction conducts its arbitrations in accordance with the NAAA Arbitration guidelines. Copies of the guidelines are posted at the sale and copies are available online at WWW.NAAA.COM. Local auction policy as referenced within the NAAA Arbitration guidelines and Local Amendments are as follows:
 - a. **“Red Light” or “As-Is” Vehicles:** Vehicles sold under the red light will only qualify for arbitration under the outlined NAAA policy. Regardless of representation vehicles under the following conditions are sold “AS-IS”; (i) Any vehicle sold for less than \$2,500; (ii) All vehicles with mileage equal to or in excess of 150,000 miles; (iii) All vehicles 20 model years or older (NAAA II. Sale Light Systems, 3).
 - b. **Excessive Miles from time of sale:** Vehicles with over 500 miles from when sold are not eligible for arbitration (NAAA IV. Buyer Responsibilities, 8; VII. Arbitration Guidelines).
 - c. **“No Arbitration” Vehicles:** Any vehicle which is announced as a “No Arbitration” Vehicle is not subject to any arbitration. Any accepted bid on a “No Arbitration” vehicle is binding and final, regardless of the condition of the vehicle, the vehicle title, and/or the vehicle odometer. THE BUYER IS ADVISED TO BE FULLY APPRISED OF THE CONDITONS IMPACTING A “NO-ARBITRATION” VEHICLE PRIOR TO BIDDING. “No Arbitration” vehicles include but is not limited to all units sold in the Inop sale, or towed through the sale.
 - d. **Time Deadlines:** All arbitrations must be conducted within the timelines established in NAAA Arbitration Guidelines, unless the Buyer purchases a Post Sale Inspection, which may, in certain cases, increase the timeline to arbitrate a vehicle for up to 7 days. Day one begins on the day of sale.

- e. **Day of Sale Arbitration only:** The following vehicles and components are eligible for Sale day Arbitration only and are not eligible for a 7 day post sale inspection:
 - i. Highline vehicles, to include but not limited to: Mercedes-Benz, Porsche, Land Rover, BMW, Bentley, McLaren, Jaguar, Lamborghini, Maserati, Ferrari, and like type vehicles.
 - ii. Diesel Engine components.
 - f. **Excluded Vehicles and Conditions:** The following conditions are not eligible for arbitration.
 - i. Electronic Accessory and "comfort" Items (even if the cost exceeds \$500), including but not limited to: Stereos, amps, and other audio visual equipment; Navigation systems; Power windows and mirrors.
 - ii. Inherent Conditions: No arbitration can be based on conditions that are inherent or typical to a particular model or manufacturer, unless deemed "excessive" by the arbitrator. Manufacturer warranty guidelines will be used where applicable to determine whether the condition is inherent. Additional resources can be found on NAAA's Standards page at WWW.NAAA.COM.
 - iii. SUV's, Utility and Work trucks may not be arbitrated for altered suspension or frame damage arising from the attachment of after-market implements (i.e. snow plows, dump beds, and like items).
 - g. **\$500 Limit:** In order to be eligible for arbitration, the defect in question must be a single repair item which costs more than \$500 per item to repair, to be assessed at Auction repair pricing.
 - h. **Electronic Data History Reports:** Electronic Data History Reports (such as Autocheck and CARFAX) may not serve as the sole basis of an arbitration and do not require announcement on the block.
 - i. **Vehicle Return Expense:** The purchaser of any arbitrated vehicle shall be responsible for returning the vehicle to the auction if it has been removed from the auction premises.
 - j. **Acceptance of an Adjustment:** Once an adjustment has been offered and accepted in the course of any arbitration, said vehicle shall be treated as an "as-is" or "red light" vehicle and shall not be eligible for any further arbitration or adjustment.
 - k. **Misrepresenting Vehicles:** Any dealer who deliberately misrepresents a vehicle on the block, then has that vehicle returned in arbitration, shall be liable for paying both the Buyer Fee and Sale Fee, in the event the vehicle is returned.
21. **AMENDMENT:** These terms and conditions are subject to change, modification, or amendment without notice. Please see the office for the latest version of the Terms and Conditions.