



Quincy Auto Auction

Every Monday at 11:00 AM

General Auction Policies



*Transportation Available
We Pick Up and Deliver
Auction Vehicles*

HOURS

Monday ~ Saturday: 8:00am - 5:00pm

Sunday 10:00am - 3:00pm

Phone: (617) 773-5000

Fax: (617) 376-0997

Effective: 1/08



Monday is Quincy!

GENERAL POLICY

1. Only Dealers in compliance with their state's motor vehicle regulations may attend this auction.
2. Each dealer must be registered with Quincy Auto Auction in order to buy or sell. Dealer ID cards must be used to enter Auction grounds and must be worn on the outermost garments at all times. It is the responsibility of the licensee to return ID cards to the auction when agent is no longer authorized.
3. The licensed and registered Dealer is responsible for all Business transacted under that company name at Quincy Auto Auction. All changes of ownership, authorized representative, Banking facilities, address, telephone number(s) must be reported to the Auction at the time of change.
4. **NO RETAIL CUSTOMERS ALLOWED.** This auction is for licensed and registered Dealers only. Unauthorized persons are not allowed on auction premises. Any violations of these policies will result in revocation of all trading privileges.
5. Any and all vehicles purchased and/or sold on auction premises must be reported and transferred through the office.
6. Any accepted price adjustment automatically makes the transaction an "AS IS" transaction.
7. Personal checks and drafts are not acceptable.
8. No vehicle is authorized to leave the Auction grounds unless it is accompanied by a title, paid bill of sale, or authorized and signed gate pass.
9. **No tipping.** We try to render the best possible service to each Customer. Tipping could spoil the service and is prohibited.
10. Quincy Auto Auction does not guarantee or assume responsibility for the accuracy of odometer readings. This sale is solely a transaction between buying and selling dealers.
11. Titles must be presented by 5 p.m. on the day of Sale or the buyer has the option to cancel.

GENERAL ARBITRATION POLICIES

1. The auction makes no representations or guarantees as to the description, equipment, history, warranties, service policy, title status/accuracy or odometer on any vehicle sold or offered for sale. The Auction does not guarantee or get involved in any factory or dealer warranty coverage issues on vehicles sold or offered for sale at the Auction.
2. The sales at the Auction are intended to promote fair and ethical treatment to both the Buyer and Seller. If the Auction 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 its sole discretion.
3. **The decision of the Arbitration Department is final and binding on both the Buyer and Seller.** The Auction reserves the right to assess an arbitration fee to the Buyer if an arbitrated claim is deemed to be not valid or too frivolous. Any arbitration must be properly documented in writing and signed by the arbitrator. If the arbitration is valid, the Auction reserves the right to assess an arbitration fee to the Seller if they knowingly omitted an announcement. This fee is in addition to any charges associated with the arbitration procedure; such as check out fees at a specialty shop or transportation costs to and from a garage, etc.
4. The Auction is not a party to the contract of the sale. The sales contract is between the Seller and Buyer only. The Seller is required to give the Federal Odometer Mileage Statement in connection with any Auction sale as required by the Motor Vehicle Information and Cost Savings Act of 1972 as amended, or other applicable laws. The Auction is not responsible and does not guarantee the accuracy of odometer readings, odometer statements, or damage disclosure statements.
5. Any vehicle sold "AS-IS", any vehicle sold for \$2,000 or less, or any vehicle towed through the lanes is NOT subject to mechanical arbitration.

6. LOT SALES/OUTSIDE SALES

- a. Any sale in which the Auctioneer does not state the selling price of the vehicle or “sell under the hammer” is considered a “LOT SALE”.
 - b. All “LOT SALES” are conditional until the Buyer pays for the vehicle. Up until the time of payment, the sale is not binding on either party.
 - c. Once a “LOT SALE” has been paid for, the vehicle becomes “AS-IS” property of the Buyer. Not arbitratable for any reason, including frame. Vehicles sold immediately after crossing the block are still subject to the announced conditions noted on the Auction Block Ticket.
 - d. All vehicles bought or sold on the premises must be processed through the Auction Office. Failure to do so WILL result in suspension of trading privileges at the Auction.
 - e. Sellers may guarantee Lot Sales, but must do so in writing.
7. All vehicles consigned must have a public Vehicle Identification Number (VIN) plate attached to the vehicle. Those vehicles having a reassigned VIN plate by the State in place of the original VIN plate must be announced or will be subject to sale cancellation or Buyer return. The Auction reserves the right to refuse the sale of any vehicle in which the VIN plate appears altered in any way.
 8. The Auction reserves the right to review any audio/video documentation for verifying accuracy of the sale.
 9. All warranties as stated by the Seller are those of the Seller only. The Auction does not make any warranties, expressed or implied. The Auction assumes no responsibility for vehicle records books, service records, warranty vehicles, or history.
 10. The Auction does not guarantee information listed in Electronic Data Vehicle Histories (*i.e. Vehicle fax, Auto Check, etc.*) and will not arbitrate solely on EDVH data.
 11. The Auction does not guarantee any warranty books, plates, or the year of kit vehicles, trailers, motorcycles, watercraft, recreational vehicles, antique, homemade or modified vehicles. All of these vehicles are sold “AS-IS” and have no odometer or frame guarantee. The Auction does not guarantee titles on watercraft.
 12. The Auction reserves the right to reject any vehicle that management judges to be unsafe.
 13. Engines/Rear End: No arbitration on noises that are inherent or typical to a particular model or manufacturer, unless deemed “excessive” by the arbitrator. (*i.e. Jeeps*)
 14. Standard transmissions cannot be arbitrated for manual clutches unless completely inoperative.
 15. All mechanical arbitration is the day of sale prior to 3:00 pm only unless there is a pending Post Sale Inspection (PSI). Tomorrow is too late. It is the Auction’s responsibility to inform the Seller of any pending PSI or arbitration resulting from the sale day.
 16. Manufacturer’s Warranty: The availability of a manufacturer’s warranty shall not affect a Buyer’s right to arbitrate a vehicle.
 17. The arbitrator will inspect only the defect(s) which are on the arbitration form. Each vehicle is allowed one chance at mechanical arbitration. If price adjustment is made and accepted, vehicle becomes “AS-IS”, property of Buyer, and is not subject to any further arbitration for mechanical defects or adjustments. The decision of the arbitrator is final, and binding to both Buyer and Seller.

SALE LIGHT SYSTEM

1. The NAAA has a standardized light system to describe the condition and/or announcements related to the vehicle being sold. The light system is defined as:
 - a. **Green Light - “Ride & Drive”:** The green light signals that this vehicle is guaranteed under the conditions outlined in the Sale Day and As-Is Arbitration section, except for specific announcements made prior to the sale.
NOT ARBITRATABLE under Auction Guarantee: *Engine:* Lifters, Cam Bearing, Oil Leaks, or Oil Smoke • *Head or Head Gaskets • Rear End:* U Joints, Wheel Bearings, Grease Leaks, CV Boots • *Front Wheel Drive:* Back Lash • Air Conditioning • 4 x 4 Hubs
 - b. **Yellow Light - “Announcements”:** This light is an indication to the Buyer that the Auctioneer or Selling Representative has made announcements that qualify the condition and limit arbitration of this vehicle.
 - c. **Red Light - “As-Is”:** Vehicles selling under the red light will only qualify for arbitration under the rules outlined in the Sale Day and As-Is Arbitration section.
 - d. **Blue Light - “Title Attached/Title Unavailable/Title Absent”:** This light is used to announce that the title is not present at the time of sale. For Auction rules regarding titles, please refer to the Title Arbitration Policy section. If T/A is not announced, a vehicle could be arbitrated for misrepresentation.
2. The Seller understands that the sale lights are a binding representation of vehicle condition, and is therefore responsible for ensuring that their vehicles sell under the correct light in the lane.
3. The Buyer is responsible for listening to announcements related to the vehicle, made by the auctioneer or Selling Representative, prior to the start of the sale for each vehicle. The Buyer is also responsible to observe and understand the sale lights (Green, Yellow, Red and Blue), which identify various sale conditions for the vehicle.

SELLER RESPONSIBILITIES

1. Seller will be held responsible for the accuracy of any representations (verbal or written) made by Seller or Auctioneer at the time of sale - independent of vehicle “light” designation or guarantee offered. This includes year, model, mileage, announced conditions, and the corresponding lights under which the vehicle is being sold.
2. Mileage announcements are not required on vehicles deemed exempt from Federal/State Odometer and Title disclosure laws unless a mileage discrepancy is known or apparent to the Seller. The Sell may represent miles on exempt vehicles - any statement made by the Seller and all known odometer discrepancies is ground for arbitration.
3. The Seller is responsible for reimbursement of all documented expenses incurred by the Buyer (*excluding profit, commissions and detail charges*) on vehicles arbitrated for unannounced conditions not detectable through vehicle inspection (*i.e. stolen vehicle, odometer, title discrepancy, frame damage, flood damage, manufacturer buyback, etc*). Expense reimbursements will be at the sole discretion of the Auction and will, at times be limited to reasonable and documented expenses and transportation only.
4. The Seller has the responsibility to announce any known state or local DMV fees, taxes or other fees over \$100 due on the vehicle (*if required by state*).
5. Title Discrepancies must be announced including, salvage, disclosure requirements [if required by state] (*i.e. 25%*), previous salvage, theft recovery, not actual miles (previously TMU), odometer replacements, flood/fire history and Lemon Law buybacks.
6. All titles submitted must be in the Seller’s name. It is the Seller’s responsibility to ensure that a sold vehicle’s title is **negotiable in the state in which the Auction resides** and that the title is clear of all liens and encumbrances.
7. Seller is responsible for correct VIN numbers on titles and vehicles. All vehicles registered at Auction are subject to inspection by the FBI, State Police, National Auto Theft Bureau, and Local Police Authorities.
8. Seller shall be solely responsible for repurchase of any vehicle sold through the Auction found to be stolen. Per Auction Insurance Agency guidelines, stolen vehicles will be repurchased at purchase price, less 2% per month from date of sale.
9. Seller has the responsibility to produce a negotiable/marketable title to Auction within a maximum of **14 days** of the date of sale (*sale day is day one (1)*), or as specified by state law, on vehicles sold T/A (*no title present at time of sale*).

10. All 2-wheel drive, multipurpose and utility-type vehicles that have the appearance of being 4-wheel drive* must be announced (*as determined by the Auction).

11. See mandatory Seller Disclosure Requirements.

NAAA Seller Disclosure Requirements or can be arbitrated	Green Light	Red Light
Issue	R/D	As-Is
Drivability Issues		
Frame Damage, altered, or repaired Frame Damage per NAAA Policy	Yes	Yes
Unibody Damage, altered, or repaired Unibody Damage per NAAA Policy	Yes	Yes
Transmission problem*	Yes	No
Engine problem*	Yes	No
Sludged Engine	Yes	No
Cracked or repaired Block	Yes	No
4x4 system is operable*	Yes	No
ABS problem*	Yes	No
SRS-absence of or problems with (airbags)*	Yes	No
Emission control equipment missing, modified, or inoperable*	Yes	No
Air Conditioning problems on Calendar year models or newer*	Yes	No
Electrical Problems*	Yes	No
Vehicles without Air Conditioning-calendar year models or newer <i>(not equipped)</i>	Yes	No
Historical Non-Visible Issues		
Taxis, Police Cars, Government vehicles that are Calendar year and up to 4 Years old	Yes	Yes
Flood Damage	Yes	Yes
Fuel Conversion	Yes	No
Lemon-Law/Manufacturer's Buyback	Yes	Yes
Logo or decal misrepresentation	Yes	Yes
Non-original engine <i>(excludes items replaced under manufacturer warranty)</i>	Yes	No
Not Actual Miles <i>(previously TMU) or Inoperative odometer</i>	Yes	Yes
Paintwork <i>(3 panels or more)</i> on Calendar year models and newer	Yes	No
Previous Canadian that are Calendar year and up to 4 years old	Yes	Yes
Salvage or Reconstructed (Including history)	Yes	Yes
State-issued VIN plates <i>(reassigned public VINs)</i> including kit vehicles	Yes	Yes
Gray Market Vehicles	Yes	Yes
Insurance and/or Salvage titles (including history)	Yes	Yes
Vehicles being sold with a CO, MSO, or repo affidavit title <i>(if required by state law)</i>	Yes	Yes
Vehicles being sold with no title <i>(Bill of Sale only)</i>	Yes	Yes
Any state required damage disclosure	Yes	Yes
Non-Arbitratable Issues		
Glass damage	No	No
Hail damage	No	No
Tire problems	No	No
Upholstery problems	No	No
Warranty voided or not in effect	No	No
Radio problems <i>(presence and/or workability)</i>	No	No
Navigation systems <i>(presence and/or workability)</i>	No	No
*Must announce defects that are singularly over \$500 to repair		

BUYER RESPONSIBILITIES

As to any vehicle purchased at the Auction, the Buyer is responsible for the following:

1. Buyer will inspect 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 within the time frame as stated in this arbitration policy. Buyer will verify odometer reading and operation before leaving the Auction. Mileage must be the same as it was when it left the Auction if arbitrated for inoperable odometer.
2. The Buyer will follow Auctioneer's cadence on price - any misunderstanding concerning price must be addressed at the drop of the Auctioneer's hammer (*not following the sale of the vehicle*).
3. The Buyer will inform the Auction immediately of any discrepancies as to Seller's representations warranties, and descriptions. Arbitration will be limited to the specific defects described by the Buyer upon placing the vehicle in arbitration.
4. Buyer guarantees sufficient funds are available and will remain on deposit at Buyer's bank to cover all checks and drafts. Until payment and receipt of title, the Buyer shall acquire neither title to the vehicle nor any right to sell or offer for sale.
5. Buyer will pay the bid price plus a Buyer's fee and draft fees (*if applicable*). Payment by means other than draft must be made on day of sale. Floor plan payments must be established on day of sale.
6. Buyer agrees to be liable for any and all work done to a vehicle prior to returning the vehicle to the Auction except on vehicles arbitrated for unannounced conditions not detectable through vehicle inspection (*i.e. stolen vehicle, odometer, title discrepancy - does not include title attached*).
7. Buyer should thoroughly check and test drive every vehicle. If there is any problem, a complaint must be properly filed with the Arbitration Office within the established arbitration time limit. **The Buyer assumes responsibility for mechanical failure after leaving the Auction once the arbitration period is over.**
8. It is the Buyer's responsibility to watch lights and listen to announced conditions before placing bids. Once the vehicle is sold the Buyer should check the Block Ticket to confirm the vehicle price and announcements are correct before legibly printing and signing their name to the Block Ticket. The Auction will not arbitrate defects visible from the block or announced conditions.
9. Buyers are required to notify Auction management one (1) business day in advance of any intent to return a vehicle regardless of reason. No vehicle will be accepted for return after arbitration period has expired without prior notice.
10. Mileage and other information written on the window of sale vehicles or in Auction Catalogs is for the convenience of the Buyer and is not to be relied upon as accurate or complete. Buyers should satisfy themselves as to year, mileage and/or equipment by viewing the actual vehicle prior to bidding. The Auction will not arbitrate vehicles based on incorrect information written on a vehicle or in the catalog.
11. The Buyer is responsible for any pending sale from arbitration.
12. It is strongly encouraged that an on-line buyer should have a Post Sale Inspection (PSI) on vehicle purchased. Normal arbitration time periods do apply to on-line purchases.

TITLE ARBITRATION POLICY

1. The Seller guarantees the title of vehicles that are sold through the Auction (non T/A). This guarantee of the title warrants that title shall be marketable and free and clear of all liens and encumbrances, including any brand (such as - salvage) noted upon the current or any prior certificate of title unless such encumbrances were announced at the time the vehicle is sold through the Auction and for a period of four (4) years from date of the Auction sale. The Auction's liability under this title guarantee shall be reduced by two percent (2%) per month following the Auction sale date. All liability under this title guarantee shall expire and terminate 48 months after the Auction sale date. The Auction will not be responsible for any expenses incurred on vehicles returned for title.
2. All titles submitted by Seller must be in Seller's company name on title or on reassignment from.
3. Clerical Error - If the title problem is due to a clerical or coding error, or incomplete documentation, the Auction shall be given reasonable time after receiving notice to have the error corrected.
4. Procedure - Whenever any claim is made by any person against the title of a vehicle, whether by suit or otherwise, the Buyer, after becoming aware of said claim, shall immediately notify the Auction giving full particulars of the claim, and shall cooperate fully in defending any legal action and in taking other steps to minimize possible loss.
5. The Buyer shall not surrender possession of the vehicle, except as required by legal process, to any claimant, nor shall Buyer voluntarily pay or acknowledge the validity of any claim, without the prior approval of the Auction. Time is of the essence. Any failure on the part of the Buyer to notify the Auction of any claim in a timely manner or failure of the Buyer to cooperate in defending any such claim shall relieve the Auction of any liability under this policy.
6. Seller and Buyer agree that Auction is neither responsible for odometer mileage on the consigned vehicle nor the information contained in the odometer mileage statement and the damage disclosure statement which Seller as Transferor is required to complete and sign, and Buyer as Transferee is required to acknowledge.
7. In regard to defect in title, and any matter relating to odometer mileage, odometer statements, or damage disclosure statements: Seller and Buyer agree to indemnify and hold harmless the Auction from any liability, loss cost, damage or expense, including attorney fees which may arise either directly or indirectly from the sale and purchase of the consigned vehicle including but not limited to title services provided.
8. Any sale without proper documents and not sold under the proper light is subject to rejection.
9. Title must be reassigned directly to Buyer. No title assigned directly to the Auction will be accepted.
10. Non-titled vehicles - Auction accepts no responsibility for non-titled vehicles sold without title. Seller must announce the vehicle being sold with a bill of sale only and that there is no title to transfer.
11. All non-titled vehicles and equipment will be sold "AS-IS".
12. SELLER will NOT be paid for vehicles until a transferable title is received.
13. SELLER will NOT be paid for vehicles in arbitration unless or until arbitration is settled, and vehicles are sold.
14. Foreign titles, such as Canadian titles, are unacceptable.

- 15 Seller's Title Guarantee: The Seller warrants, represents and guarantees that he has and will convey a certificate of title, properly executed, valid in the state where the transaction is occurring and clear of all liens and encumbrances (*except current year DMV fees in California*), and that he will warrant and defend the title against the claims and demands of all persons whatsoever.
16. Applications for duplicate title will not be accepted (*unless announced as such or if state allows*).
17. Seller has up to a maximum of 14 calendar days for title to be received by Auction [*sale day is day one (1)*].
18. After the 14th calendar day, it is the Buyer's option to return the vehicle or to wait a reasonable period of time for the title.
19. Anyone not having a properly assigned title or reassignment to transfer a title at time of sale must sell "Title Attached/Title Unavailable/Title Absent".
20. Vehicles lacking lien release must be sold "Title Attached/Title Unavailable/Title Absent".
21. Any vehicle that is on an MSO must be announced.
22. The Buyer is cautioned not to sell or make repairs on the vehicle until title is received. If title has been mailed from Auction To Buyer, Buyer may not return vehicle. Buyer is required to notify Auction one (1) business day before returning vehicle.
23. Just because a vehicle is returned to the Auction does not mean the Buyer is out of the deal. The vehicle must be received and inspected by Auction management before the Buyer is out of the deal. Any vehicle returned must be in the same or better condition as when sold.
24. Any and all "Title Brands" which may affect a vehicle's value must be announced. Some "Title Brands" include, but are not limited to: Lemon Law, Rental/For Fire, Reconstructed, Stolen Vehicle and Insurance transfers.
25. Seller will be responsible for the buy fee plus reasonable transportation expenses from the Buyer's dealership to the Auction on vehicles returned for "no title".
26. There may be a charge of \$.10 per mile for excessive mileage on a returned vehicle.
27. Titles received after 14 calendar days may be subject to a late title fee. All expenses to obtain the title will be charged to the Seller.
28. Auction will not be responsible for titles mailed from Auction and not received. Buyer has the choice of alternative delivery method and will pay Auction cost.

GRAY MARKET VEHICLES (Canadian Vehicles)

1. Only vehicles made in North American for Canadian use and properly converted to U.S. specifications can be sold and must be announced as such. No other Gray market vehicles are accepted for sale.
2. Sellers must inform the Auction that a vehicle has Canadian history at time of registration and must disclose that to the Buyer in writing as an announced condition on the block ticket unless the car is five (5) years old or older (see item 6 below).
3. If a vehicle was manufactured in Canada for the Canadian Market, the Manufacturer is required to obtain and affix a U.S. Safety Certification Label to the vehicle.
4. All other vehicles imported from Canada must be imported through a Registered Importer. Registered Importers are required to post a bond with the U.S. Department of Transportation. All vehicles imported through a Registered Importer must have:
 - a. U.S. Safety Standard Certification Label that identifies the Registered Importer
 - b. Valid U.S. Title
5. All Canadian vehicles, whether imported by a Manufacturer or a Registered Importer, must show miles per hour on the speedometer and miles traveled on the odometer. Title 49, United States Code, Chapter 327, Section 32704, allows replacement of odometers without a door-frame sticker if the conversion from kilometers to miles can be done without changing the distance traveled by the vehicle; therefore, replacement of an odometer under these circumstances does not have to be announced by the Seller.
6. *Previous Canadian vehicles that are calendar year and up to 4 years old* **MUST BE ANNOUNCED.**
7. "Gray Market Vehicles" will not be accepted for sale unless they meet ALL Federal D.O.T.E.P.A. Mandated Guidelines. Documentation must be provided. Sellers will not offer for sale any European vehicles.
8. Unannounced PREVIOUS CANADIAN vehicles must be reported within seven (7) days of purchase.

SALE DAY, AS-IS ARBITRATION

Vehicles that have any of the following defects, conditions, or discrepancies that were not disclosed or announced at the time of the sale must be reported to the Auction within the time frame noted below in order to be eligible for arbitration. Any single mechanical defect that has a repair cost of \$500 or more is arbitratable on Green Light vehicles (repair cost will be determined and posted by the Auction) Single defects of less than \$500 are deemed minor and not arbitratable. Vehicles must be returned to the Auction in the same or better condition than when purchased. Expense reimbursements will be at the sole discretion of the Auction and will be limited to reasonable and documented expenses. Lost profit, commissions, floor plan expenses, and etc. will not be reimbursed. **The arbitration period ends at the close of business on Sale Day, unless there is a pending Post Sale Inspection (PSI).**

Refer to the matrix below for arbitration time periods for undisclosed defects.

NAAA Seller Disclosure Requirements Time Periods for Buyer Discovery	Green Light	Red Light
Issues	R/D	As-Is
Drivability Issues		
Transmission problem*	Sale Day Only	N/A
Engine problem*	Sale Day Only	N/A
Cracked or repaired Block	Sale Day Only	N/A
4x4 system is operable*	Sale Day Only	N/A
ABS problem*	Sale Day Only	N/A
Emission control equipment missing or inoperable*	Sale Day Only	N/A
Air Conditioning problems on Calendar year models or newer*	Sale Day Only	N/A
Electrical Problems*	Sale Day Only	N/A
SRS-absence of or problems with (<i>airbags</i>)*	Sale Day Only	N/A
Frame Damage, altered, or repaired, Frame Damage per NAAA Policy	Sale Day Only	Sale Day Only
Unibody Damage, altered, or repaired, Unibody Damage per NAAA Policy	Sale Day Only	Sale Day Only
Historical Non-Visible Issues		
Logo or decal misrepresentation	Sale Day Only	N/A
Paintwork (<i>3 panels or more</i>) on Current year old models and newer	Sale Day Only	7 Days
Not Actual Miles (<i>previously TMU</i>) or Inoperative odometer	7 Days	Sale Day Only
Taxis, Police Cars, Government vehicles that are Calendar year and up to 4 years old	Sale Day Only	Sale Day Only
Flood Damage	7 Days Only	7 Days Only
Fuel Conversion	Sale Day Only	N/A
Lemon-Law /Manufacturer's Buyback	Sale Day Only	N/A
Non-original engine (<i>excludes items replaced under manufacturer warranty</i>)	Sale Day Only	N/A
Previous Canadian that are Calendar year and up to 4 years old	Sale Day Only	Sale Day Only
Salvage or Reconstructed (<i>Including history</i>)	Sale Day Only	Sale Day Only
State-issued VIN plates	Sale Day Only	Sale Day Only
Gray Market Vehicles	Sale Day Only	Sale Day Only
Insurance and/or Salvage titles (<i>including history</i>)	7 Days Only	7 Days Only
Vehicles being sold with a CO, MSO, or rep affidavit title (<i>if required by law</i>)	Sale Day Only	Sale Day Only
Vehicles being sold with no title (<i>Bill of Sale only</i>)	Sale Day Only	Sale Day Only
Any state required damage disclosure	Sale Day Only	Sale Day Only

***Must announce defects that are singularly over \$500 to repair.**

ON-LINE ARBITRATION RULES

Online Arbitration is governed by the preceding rules and policies with the following extra provisions and time periods.

1. Buyers must register with the Auction's Registration Department on day of purchase, if not already a current customer.
2. Vehicles may not leave the Auction property until payment is received.
3. Dealer to dealer sales on-line should have a mandatory Post Sale Inspection performed by the Auction and paid the Buyer, as no condition report is prepared in advance of the sale of these units.
4. A Seller Disclosure Form should be created and completed by the Seller for dealer to dealer sales requiring disclosure of both mechanical issues, as well as cosmetic issues outside the guidelines of the uniform arbitration policy.
5. Any Buying Dealership within 250 miles of the selling Auction has three (3) days to arbitrate based on NAAA rules, policies and procedures. If greater than 250 miles, buying dealership has 5 days to arbitrate.
6. If vehicle has been driven more than 100 miles from the recorded mileage at the sale, the Buyer forfeits the opportunity to arbitrate mechanical defects.

SELLING-LIGHT SYSTEM

1. The NAAA has a standardized light system to describe the condition and/or announcements related to the vehicle being sold. The light system is defined as:
 - a. **Green Light - "Ride & Drive"**: The green light signals that this vehicle is guaranteed under the conditions outlined in the Sale Day, As-Is section, except for specific announcements made prior to the sale.
2. The Seller understands that the sale lights are a binding representation of vehicle condition, and is therefore responsible for ensuring that their vehicles sell under the correct light in the lane.
3. The Buyer is responsible for listening to announcements related to the vehicle, made by the auctioneer or Selling Representative, prior to the start of the sale for each vehicle. The Buyer is also responsible to observe and understand the sale lights (Green, Yellow, Red and Blue), which identify various sale conditions for the vehicle.

Selling Light System



BUYERS AND SELLERS ARE OBLIGATED TO WATCH LIGHTS AND LISTEN FOR ANNOUNCEMENTS

BLUE LIGHT - TITLE ATTACHED (NO TITLE)

Any seller not having proper paperwork to transfer the title on the day of the sale must sell "Title Attached". Any sale without proper documents and not sold under this light are subject to rejection.

If vehicle is announced title attached, the title must be submitted to the auction within 10 business days or the second subsequent Monday.

The Buyer is advised not to sell or spend money on the vehicle until the title is received. In the event that the title is not received by the Auction within 10 working days or the second subsequent Monday, the buyer may return the vehicle only after notification of proper Auction personnel.

When Title Attached is announced, a \$50 fee will be assessed. When **Title Attached and/or letter of correction is not announced, a \$100 fee will be deducted from sellers check.**

GREEN LIGHT - OK “Sound”

Sold with a drive. Mechanically sound and good vehicle. No defects In 4-Wheel Drive, Transmission and Frame Damage. Recreational Vehicles 4-Wheel Drive only.

YELLOW LIGHT - “LISTEN”

Sold subject to the announcement of the following conditions and/or defects, as well as to ensure that the conditions and/or defects are noted on the Bill of Sale. In order to eliminate these items as grounds for arbitration:

1. Lemon Law vehicles/Vehicles repurchased for Customer Satisfaction.
2. Insurance/Salvage/Flood titles and/or vehicles.
3. Frame damage, repaired or not, and excessive rusting or perforation of frame or utilized body including floors.
4. Lack of, altered, or improperly operating federal standard safety and emission equipment including ABS systems with or without lights that remain illuminated.
5. True mileage unknown (TMU) and/or mileage over 100,000, 200,000, etc. TMU must be announced if odometer is inoperable, replaced or repaired.
6. Sheet metal repair on current models (through calendar year end).
7. Defective, missing and incorrectly replaced airbags and/or accompanying warning lights that remain illuminated.
8. All 2 wheel drive/multi purpose vehicles.
9. Cracked and/or repaired engine blocks, heads and head gaskets.
10. Reassigned VIN's
11. Letters of Corrections (L.O.C.) if sold for more than \$1,200.
12. “MSO” or “CO”.
13. Former police cars and state municipal cars.

RED LIGHT - “AS-IS”

All vehicles selling for **\$2,000 or less and any vehicle over 100,000 Miles are sold “AS IS.” “AS IS”** means vehicles are sold subject to all defects except items 1-13 in “Yellow Light” section and may imply unsafe for the road.

All vehicles sold for **\$1,200 or less are sold UNCONDITIONALLY** in terms of physical and mechanical defects. The only required announcements are mileage over 100,000, 200,000(etc.). TMU, title attached and salvage/reconstructed vehicles.

FRAME POLICY

Frame damage, from normal use (scratches, jack/lift marks, minor corner tie down marks not resulting from accidents) is not grounds for rejection. **Unannounced frame damage, repaired or not, must be reported to Quincy Auto Auction as soon as possible and vehicle returned for inspection by end of sale day.** Altered frames on non-factory bodies, limousines, box trucks, plows and hitches are not grounds for rejection.

OTHER VEHICLES

The Auction does not guarantee the year of any house trailers, recreational vehicles, antiques,

motorcycles, or reconstructed vehicles. Satisfy yourself before settlement as the Auction will not become involved in any subsequent dispute. The Auction does not accept boats for sale.

RETURNED CHECKS

A service fee of \$200 will be charged for all returned checks.

EXPENSES

Transportation charges will be the responsibility of the Seller the vehicle is returned due to improper paperwork such as:

- Incorrect VIN on the title
- TMU not announced
- T.A. not announced
- Over 100K, 200K, 300K not announced
- LOC not announced

SECURITY

Our security personnel have been instructed to randomly stop and ask individuals at the auction for their dealer cards. Please do not take offense if you are asked! This procedure is for the benefit of all legitimate dealers. Dealers are responsible for their employees and their driver's. **No one is allowed on the premises without a valid Driver's License. NO children allowed.**

PLEASE NOTE

The Auction is used as a facility for a seller and buyer to enter into an agreement. The auction does not take possession or responsibility of vehicles and will not be held responsible for any damage to a vehicle while on auction property.

Once the vehicle has crossed the block and is sold, it is the buyer's responsibility to remove the vehicle from the auction property within 48 hours. The auction is not responsible for damage, loss or theft of vehicles.

UNACCEPTABLE TITLES

Titles with the following defects will not be accepted:

- Alterations/Erasures
- Incorrect VIN on title
- Mileage discrepancies greater than 200 miles
- Improper reassignments
 - missing form/signatures
 - **Licensed dealers only** - No consumer can appear between licensed dealers or dealer reassignments.

NON-TITLED VEHICLES

Seller must have the original or MVD certified copy of last Registration and a notarized bill of sale form from whom the vehicle was purchased. Seller must announce that vehicle is "Non-Titled".



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