



## Public Policies & Buyer Information

Public Auction Every Saturday!

Registration opens at 8 am • Auction starts at 9:30

Vehicle Inspection on Fridays - noon til 4

All buyers and sellers must become familiar with and understand the following policies, rules and regulations. Failure to do so and ignorance of them will not release buyers or sellers from their obligations under these policies.

### Notice

- Safety is Norfolk Auto Auction's #1 concern.
- Always Be Alert.
- Watch for moving vehicles.
- ENTER THE AUCTION PREMISES AT YOUR OWN RISK!
- For the safety of children and insurance restrictions - children under 16 years of age are NOT permitted on premises during auction.
- Civil behavior and proper attire are required at all times on auction premises.
- Failure to abide by these auction policies, the directions and decisions of auction management may result in ejection from the auction and revocation of all auction privileges.
- Auction property is under surveillance at all times. Norfolk Auto Auction reserves the right to review audio/video footage to verify aspects of a sale.



## **POLICIES, RULES, TERMS AND CONDITIONS**

- 1) All registered bidders must be at least 18 years of age and have a valid US Driver's License.
- 2) All sales are solely between buyer and seller.
- 3) No representations about the vehicle are intended by either NAA or any third parties.
- 4) All transactions must clear through the office.
- 5) Payment in full is expected by 4pm on Tuesday following the sale. NAA accepts cash, cashiers' check, credit card, or a pre-approved company check (Dealers only.) Company checks are only accepted when a letter of credit is on file and/or upon pre-approval of NAA management. Acceptance of company checks are at the sole discretion of the Auction. Late fees will be assessed for non-compliance.
- 6) NAA does not guarantee, has not verified and makes no representations as to odometer, description, equipment or warranties to any vehicle offered for sale or sold at NAA. It is the responsibility of the buyer to verify any and all of the sellers descriptions and representations. If the buyer believes there is any discrepancy it is the buyers responsibility to notify the Arbitration Department of NAA on the day of the sale.
- 7) "Open" titles will not be accepted by NAA. Titles must be in the name of the seller.
- 8) The seller will be paid by NAA after the buyer has approved and/or paid for their purchase.
- 9) Until the buyer has paid for their purchase, buyer grants a security interest in the vehicle to NAA. A "purchase money" security interest and an authorization for NAA to file a security agreement, is granted by the "Terms of Sale" appearing on the reverse side of the Auction Ticket.
- 10) NAA makes no guarantee as to year, model, block or frame on any specialty unit, motorcycle or boat.
- 11) Vehicles with missing or altered VIN plates, (unless re-issued by the DMV) and vehicles that do not have clean US titles will not be accepted for consignment.
- 12) The right to interpret policies and to decide disputed issues is reserved by NAA management.
- 13) Decisions of NAA management are binding and final.
- 14) "If Sales". Buyer who places highest bid may be required to wait for NAA to get in touch with seller. These "If Sales" are conditional sales pending seller approval. Seller has until 4pm on sale day (or Monday at noon for banks and credit unions) to decide on sale at which time buyer may retract bid or wait until seller decides whether to accept, reject or counter. Anyone wishing not to be obligated to an "If Sale" must notify the auctioneer immediately.

## **CONDITIONS OF SALE**

All vehicles sold through NAA are sold "As-Is."

Certain representations made by seller at time of auction may be grounds for arbitration.



NAA utilizes a “Light System” to denote certain conditions of sale. Be certain you understand the conditions of sale of before bidding on any vehicle at auction.

**The following “Light System” will be used for the announced conditions.**

**Green Light** – Ride & Drive

Seller represents vehicle to be mechanically sound. Seller allows Buyer to return vehicle for refund or adjustment if found to be in unsound condition according to arbitration rules.

**Blue Light** - “Title Delay”

Title not available on sale day and may take up to thirty (30) days to arrive at auction. Buyer is cautioned not to sell, drive excessively, damage, or spend money on vehicle until title is received. Buyer must notify auction 48 hours prior to returning vehicle. Seller will be responsible for transportation expenses of returned vehicle.

**Red Light** – “AS-IS”

Sold with no arbitration. Vehicle is subject to any and all defects.

\* Certain classes of vehicle are sold “As-Is” only, included in this class is:

- A) Vehicles, regardless of model year, with in excess of 100,000 miles, unless announced otherwise.
- B) Any vehicle disclosed as TMU (True Miles Unknown).
- C) Vehicles with inoperable or replaced odometer.
- D) Flood, fire or frame damaged vehicle.
- E) Units pushed or towed through the auction lane.
- F) Rebuilt, salvage or prior salvage vehicle.
- G) Police, taxi, government or other commercial vehicles.
- H) RV’s, boats, motorcycles, jet skis, buses and any specialty units.
- I) All transactions consummated “off the block” are exempt from any auction guarantees, are sold “As-Is” and are not subject to arbitration.

**Yellow Light** – “Caution” (Announced defects)

If the “Announcement” light is on be certain that you pay close attention to the auctioneer as he will be providing all potential bidders with important information regarding the unit being offered for sale. Before placing a bid you should satisfy yourself that you have understood and are comfortable with the announcement made by the auctioneer. If you are unclear as to the announcement or wish additional information you should get the attention of the auctioneer or “ring man” and ask your question. They will be happy to help.



## **ANNOUNCEMENTS/DISCLOSURES**

The following disclosures must be announced at the time of sale. The disclosures must be recorded on the Auction Ticket. It is the responsibility of the seller to verify auction ticket information. NAA assumes no responsibility for any claims or representations made directly from seller to buyer.

### **Required Announcements**

- A) Factory Buy Backs (Lemon Law)
- B) Frame, flood or fire damage.
- C) Commercial, municipal or government vehicles.
- D) True Mileage Unknown (TMU) vehicles. Vehicles with replaced, unreadable or inaccurate odometers. (See Odometer Policies).
- E) Vehicles with Five (5) digit odometers with miles in excess of its mechanical units. (See Odometer Policies).
- F) "Lowered Vehicles" – Announced "lowered vehicles" are not subject to frame damage arbitration.
- G) Removed Emission Control System on 1975 and newer vehicles.
- H) Reassigned VIN numbers.
- I) Vehicles with air bags missing, removed, or deployed.

### **ODOMETER MILEAGE POLICY**

- 1) Unless disclosed/announced otherwise vehicles over 10 model years old will be sold "mileage exempt".
- 2) Vehicles with five (5) digit odometer readings in excess of its mechanical units must be disclosed/announced.
- 3) True Miles Unknown (TMU) vehicles must be announced by the seller or the vehicle is subject to arbitration.
- 4) Odometer discrepancies have a two (2) business day guarantee. Sale day is day one.

### **FRAME DAMAGE POLICY**

- 1. Seller's Disclosure Requirements – Seller must disclose structural damage, repairs or replacements as outlined in this policy prior to selling a vehicle at auction. The recommended declarations are:
  - a. Structural Damage - The vehicle has structural damage and/or repairs and will not be subject to arbitration.
  - b. Certified Structural Repairs – The vehicle has sustained damage to a specifically identified structural component, which has been repaired, and the vehicle has been certified to be within the Used Vehicle Measurement Standard (UVMS). The vehicle, if



properly announced, may be arbitrated only for improper repair of the designated area, existing damage or repairs to other areas, or failure to be within the UVMS.

- c. Structural Alteration – The vehicle has an altered frame or unibody as specifically announced. The vehicle can be arbitrated only for damage or repairs to structural components other than those disclosed or in the event of improper alteration. Such a disclosure should be made for the following alterations, unless they are clearly obvious by the appearance of the vehicle.
  - d. Frame lengthened or shortened.
  - e. Suspension altered.
  - f. Aftermarket accessories installed/removed.
2. Seller's Disclosure Not Required – No declaration will be required for existing insignificant damage or repairs thereof. Insignificant damage is defined as:
  3. Damage due to transport tie-down if less than 1", improper jacking or lifting or contact with parking abutments and or road debris, provided that the vehicle is within the UVMS.
  4. Measurement of Vehicle – NAA will, at its discretion, have a vehicle measured at a facility of its choice. Prior to measurement a vehicle must first visually indicate a physical condition to warrant the measurement. Purchaser will agree to pay for this measurement if the vehicle is within the UVMS. Seller will be responsible for charges if the vehicle is found to be beyond the UVMS.
  5. Undisclosed Structural Damage or Repair – A vehicle may be arbitrated if it has undisclosed existing or repaired damage, which should have been disclosed under this policy, even though the vehicle is within the UVMS.
  6. Arbitration Period – Buyer must arbitrate improperly disclosed structural damage within two (2) business days from date of purchase. Sale day is day one.
  7. Buyer's Reimbursement by Seller – In the event of improperly disclosed structural damage the seller will be responsible to reimburse the Buyer for:
    - a. The actual price of the vehicle.
    - b. The buy fee.
    - c. Measurement and arbitration fees incurred at the auction.
    - d. Reasonable transportation costs incurred transporting the vehicle to and from the buyer's destination.
    - e. Post-sale inspection fees remain the responsibility of the buyer.

#### **STRUCTURAL DAMAGE POLICY CLARIFYING POINTS**

- 1) Towing packages do not require announcement.
- 2) Access holes for Paintless Dent Removal do not require announcement if ¼" or smaller.
- 3) Damaged or replaced core supports are not arbitrable under this policy.
- 4) Welded exhaust hangers are not arbitrable under this policy.



- 5) Roofs that have been re-skinned do not require disclosure. Roofs that have been cut off or removed and repaired must be disclosed.
- 6) Quarter panel, rocker panel, floor pan, etc. damage to a ladder or perimeter frame vehicle is not structural damage and does not require disclosure.

### **ARBITRATION GUIDELINES**

NAA encourages buyers to inspect vehicles prior to purchase. It is the responsibility of the buyer to be certain they are aware of the price being offered. The sale price of a vehicle is not subject to arbitration.

The guarantees in the “Terms of Sale” are guarantees of the seller and not of Norfolk Auto Auction.

The Auction provides arbitration services to mediate and resolve disputes between buyers and sellers.

Any vehicle a buyer believes has been misrepresented should be put into arbitration immediately.

When a vehicle is announced as “Salvage” or “Major Damage History” it may only be arbitrated for odometer discrepancies.

### **TIME LIMITATIONS**

Condition of Sale – Purchasers have one (1) hour to inspect and arbitrate a vehicle. Exceptions are listed below.

“If” Sales – Are binding on the Buyer until 4pm on sale day or until confirmed with the seller.

Title Delay – Seller has thirty (30) days to produce a negotiable title. The purchaser is advised:

Not to damage vehicle.

Not to sell vehicle until title is received.

Not to put excessive mileage on vehicle.

Not to spend money on vehicle.

\*If the title is not produced by the 30th day it is the purchaser’s option to return the vehicle or to wait additional time for the title. (See Vehicle Return Procedures.)

Odometers – Odometers discrepancies carry a two (2) business day guarantee. Sale day is day one.

Cracked Blocks – Unless previously disclosed cracked blocks have a two (2) business day guarantee. Sale day is day one.

Flood or Fire Damage – Unless previously disclosed flood or fire damaged vehicles have a two (2) business day guarantee. Sale day is day one.

Frame Damage – Unless previously disclosed frame damaged vehicles have a two (2) business day guarantee. Sale day is day one.



Air Bags – Unless previously disclosed, deployed, removed or missing air bags have a two (2) business day guarantee. Sale day is day one.

Fuel Conversions – Unless previously disclosed fuel conversions on vehicles within 5 years of current model year have a two (2) business day guarantee. Sale day is day one.

Emissions Control Systems – Unless previously disclosed vehicles with a removed Emissions Control System have a two (2) business day guarantee. Sale day is day one.

### **PROCEDURES TO RETURN VEHICLE**

Arrangements must be made with NAA Title department forty-eight (48) hours prior to returning vehicle. If the Auction receives or has mailed title prior to the return of the vehicle the Purchaser is obligated to keep vehicle.

The Auction has the right to refuse the return of any vehicle it deems has excessive damage or mileage. In the event the Purchaser fails to return a vehicle at the specified time, the arrangement will be cancelled and the sale will be reinstated.

### **SECURITY**

NAA places great importance on the safety of its customers and personnel and reserves the right to perform security checks. Security checks include personal property, not limited to, briefcases and handbags. Audio and video recording devices are in use.

All vehicles must present a “gate pass” when leaving the auction lot and are subject to inspection, including glove compartment and trunk.

Keys must be with a vehicle on the auction lot. If keys must be made the vehicle owner will be responsible for all charges.

NAA is not responsible for unauthorized persons on the lot.

Except for losses caused by negligence or willful misconduct of the auction or its employees the auction shall not be responsible to you for any theft, conversion, loss, damage, claim, expense (including reasonable legal fees), suit or demand (collectively “Loss”) arising out of, based upon, or resulting from the possession, transportation, use, storage, or operation of vehicles by auction or its agents

*NAA policies are subject to change without notice.*