

ARBITRATION POLICIES



1

<\$3000 AS-IS

Vehicles sold for less than \$3000 with the "RED-LIGHT" or with an "AS-IS" announcement do not qualify for arbitration for frame or mechanical issues. Vehicles that start with the "GREEN-LIGHT" qualify for arbitration regardless of sale price.

2

SALE-DAY GUARANTEE

GKAA offers limited assurance beyond sale-day on dealer units 10 years and older and/or over 150,000 miles unless pre-inspected/certified.

All units over 150,000 miles or over 10 years old are sold "AS-IS" by default, and are only eligible for sale-day limited inspections if announced instead with "SALE-DAY GUARANTEE."

An announcement of "SALE-DAY GUARANTEE" is required to initiate arbitration on powertrains modified for track/racing or extreme terrain.

3

COLD-START ENGINE NOISE

GKAA will no longer allow arbitration on cold-start engine noise for units over 125,000 miles.

4

CVT TRANSMISSIONS

For arbitrations regarding operability issues with Continuously Variable Transmissions (CVTs), Seller/Auction liability is limited to a payout of 50% of wholesale cost to repair, as determined by the auction.

5

ONLINE SALES

Units sold online are subject to arbitration for mechanical/frame issues on sale day only unless a PSI is ordered.

ARBITRATION POLICIES



6

EXOTIC & LUXURY BRANDS

These exotic brands are not eligible for PSI, and only subject to sale-day arbitration:

- o Alfa Romeo
- o Aston Martin
- o Bentley
- o Bugatti
- o FIAT
- o Ferrari
- o Lamborghini
- o Land Rover
- o Lotus
- o Lucid
- o Maserati
- o Maybach
- o McLaren
- o Polestar
- o Porsche
- o Rivian
- o Rolls-Royce
- o Sterling
- o Tesla
- o Triumph

GKAA reserves the right to evaluate powertrain concerns on vehicles of certain luxury/rare brands with 3rd party dealerships. Please understand there may be delays in the finalization of an arbitration due to 3rd party availability for the following brands:

- o Acura
- o Audi
- o BMW
- o Genesis
- o Infiniti
- o Jaguar
- o Lexus
- o Mini
- o Mercedes-Benz
- o Volvo

ARBITRATION INITIATION



INITIATING AN ARBITRATION?

Instead of calling, NAAA Policy now states that all arbitration initiations must be done in writing.

To make this accessible to all of our customers, we have created a couple of different options for our customers.

The easiest, quickest way to initiate an arbitration is to send an email with pictures and the main complaint to:

arb.gkaa@americasaa.com

The arbitration office also has a small kiosk where you can fill out an online form and submit it while you're here in person. Below is a QR code that will take you directly to the online form as well.

Either of these options will initiate the arbitration and notify the team of the complaint.





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POST-SALE INSPECTION PRICING

EFFECTIVE 3/27/25

7-DAY

\$0-\$2,000	\$150
\$2,001 - \$5,000	\$160
\$5,001-\$10,000	\$170
\$10,001 - \$20,000	\$180
\$20,001+	\$190

14-DAY

\$0-\$2,000	\$190
\$2,001 - \$5,000	\$200
\$5,001-\$10,000	\$210
\$10,001 - \$20,000	\$220
\$20,001+	\$230

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Additional Guidelines

GKAA offers these supplemental statements to clarify responsibility and expectations with the arbitration process:

- Sale-day limited PSIs examine upper and lower engine, transmission, differentials, transfer case (if applicable), and frame/unibody for qualifying arbitrable conditions.
- GKAA reserves the right to repair or provide compensation for repair on any relevant arbitration claim. All repair work or compensation is based on Auction wholesale pricing, at \$95/hr labor.
- GKAA does not reimburse for transportation unless explicit arrangements are made.
- Vehicles may not be arbitrated based solely on information provided in Electronic Data Vehicle Histories (EDVH). GKAA does not use, arbitrate, or require announcement for CarFax data.
- Condition Reports are for your convenience. Condition Reports will not be used in arbitration claims for units purchased in-lane.
- The presence of an active check engine light alone is not enough to justify arbitration on green- or yellow-light units. The unit must experience drivability issues or require immediate corrective service exceeding the NAAA arbitration threshold (\$800) to qualify for arbitration.
- Advanced diagnostics may be required to determine whether certain symptoms require repairs that would qualify for arbitration (e.g. engine misfire). Seller is expected to pay for diagnostics if a concern is found to be a valid undisclosed qualifying condition. Other payment arrangements must be agreed upon prior to diagnostic service being performed.

Arbitration Policy - Appendix I

Effective Date: August 5, 2024

NAAA Seller Disclosure/Announcement		Disclosure/Announcement Required			Arbitration Time Periods (if applicable)			
This appendix is not all-inclusive. Please refer to the full guidelines for further context relative to these individual elements.		Green Light Only	Yellow Light Only	Red Light Only				
		"Ride & Drive"	"Limited Guarantee"	"Limited As-Is"				
		Major Components						
Fuel Conversion	YES	YES	YES	B or C				
Electric or Hybrid Vehicle Battery Problem (up to eight (8) model years)*			NO	A or C				
Engine Problem*								
Cracked or Repaired Block*								
Transmission/Drive Train Problem*								
Front or Rear Differential*								
4X4 System Inoperable*								
ABS Problem*								
Emission Control Equipment: Inoperable, missing, or altered components that change or disable its function as intended by the manufacturer*								
Air Conditioning System*								
SRS - Missing or Problem with Airbags*								
Non-original engine or electric vehicle batteries for current model year and up to 4 model years old. (Excludes items replaced under manufacturer's warranty.)				B or C				
Vehicle History Issues								
Structural Damage/Certified Structural Repair or Replacement/Structural Alteration Per NAAA Structural Damage Policy	YES	YES	YES	B or C				
Inoperative Odometer				A or C				
State-Issued VIN Plates (Including Kit Vehicles)								
Vehicles Being Sold with No Title (Bill of Sale Only)				30 Days				
Logo or Decal Misrepresentation								
Fire Damage				30 Days ** See below for additional parameters.				
Biohazard Vehicles								
Stolen Vehicle/Theft Recovery (Including History)				120 Days				
Flood Damage (By Auction Inspection)								
Previous Canadian Vehicles				30 Days				
Total Loss and/or Salvage Retention (By Insurance Records)**								
Not Actual Miles or True Miles Unknown**				120 Days				
Stolen Vehicle - Active/Open Theft **								
Lemon Law/Manufacturer's Buyback**				30 Days				
Bonded, Insurance and/or Salvage Titles (Including History)**								
Grey Market Vehicles**				30 Days				
Flood Damage History (Reported By Government Agencies and/or Insurance Company Records)								
All Taxis and Livery Requiring Local or State Licenses and Law Enforcement Vehicles				30 Days				
Voided Factory Warranty								
Other Issues								
Vehicles Being Sold With a Government Release for Title (.27A, SF-97-1etc.), CO, MSO, or Repo Affidavit Title (If Required By Law)	YES	YES	YES	7 Days After Receipt of Title				
Pending State or Local DMV Fees or Taxes Over \$100 Due On Vehicle (If Required By Law)								
Any Disclosure Required By Law								
Convertible Tops*								
Vehicle Accessory Problems* - Up to four (4) Model Years Old								
Exterior Cosmetic Wraps that Exceed 50% of Vehicle Exterior Panels								
Paintwork (3 Panels or More) on Current Model Year and Newer (Excludes Bumpers)								
Vehicles Not Equipped With Air Conditioning. Excludes Vehicles ten (10) Model Years Old or Older.								
					NO	NO	A or C	
Arbitration Time Period Per Sale Channel Breakdown (Subject to local auction policy.)								
* "A" Inlane-Sale Day Only "B" Inlane-7 Calendar Days Only "C" Online-Minimum industry standard = 7 calendar days Sale Day = Day 1 for all timelines								

* Must disclose defects that are singularly \$800 or more to repair or replace.

** These transactions may be subject to arbitration regardless of the stated time limits. Arbitration claims initiated after the stated time period will be addressed under the guidelines of the "Title Arbitration Policy" (Paragraph I) and subject to the referenced depreciation terms.

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NOT ELIGIBLE FOR ARBITRATION

GKAA will not allow arbitration on the following:

- Ford 5.4L Engines for any model over 100,000 miles
- Ford 6.0L & 6.4L diesel engines for any model over 100,000 miles
- 2007-2016 GM 3.6L engines for any model over 100,000 miles
- Air & Magnetic ride control systems, unless deemed unsafe
- ABS or SRS lights unless the underlying issue exceeds \$800 to repair
- Undisclosed hail damage
- Power steering issues

NAAA GUIDELINES

For arbitration and assurance topics not addressed above, GKAA refers to NAAA Arbitration Policy and Certification Standards. These policies are available at <https://naaa.com/>, and paper copies can be provided upon request.



NAAA Policy



NAAA Certification Guidelines



Electric & Hybrid Position Statement



NAAA ADAS Statement



NAAA Condition Reports Statement



NAAA Statement on Subscriptions

Certification Standard Guidelines			
Effective Date: August 5, 2024 (Electric and Hybrid Vehicles Ineligible)			
Parameter	Platinum	Gold	Silver
Period of Guarantee	14 Days	7 Days	7 Days
Breakdown/Failure Coverage	300 Miles	300 Miles	300 Miles
Light Requirement	Green Light	Green Light	Green Light
Title Requirement	Clean Title	Clean Title	Clean Title
Condition Report Required	Yes	Yes	Yes
Test Drive	Yes	Yes	Yes
Mileage Parameters	50K	100K	125K
Vehicle Age Guidelines	4 Calendar Years	None	None
Odometer Requirement	Operates	Operates	Operates
Body Panel Condition	OEM Repair Quality	OEM Repair Quality	OEM Repair Quality
Paint Condition	OEM Repair Quality	OEM Repair Quality	OEM Repair Quality
Body Has Been Painted (Excluding Bumpers)	Less Than 2 Panels	Less Than 4 Panels	Less Than 5 Panels
Minor Body Defects (Based on Auction Pricing)	\$500 or Less	\$1,000 or Less	\$1,500 or Less
Windshield Damage	None	None	Small Chips Outside of Sight Line Allowed
Sunroof/Convertible Tops	Functional	Functional	Functional
Mechanically Sound	Yes	Yes	Yes
Warning Lights Allowed	No	No	No
SRS/Airbags Check	No Lights On, Airbags Present	No Lights On, Airbags Present	No Lights On, Airbags Present
Brake Requirements	Light Wear (Typical for Vehicle Age)	Medium Wear (Typical for Vehicle Age)	Normal Wear (Typical for Vehicle Age)
Engine Function and Operation	Original or OEM Replacement Only	Original or OEM Replacement Only	Original or OEM Replacement Only
4x4 System	Fully Functional, No Modification	Fully Functional, No Modification	Fully Functional, No Modification
Transmission Engages and Functions	Fully Functional and Meets OEM Operability Guidelines	Fully Functional and Meets OEM Operability Guidelines	Fully Functional and Meets OEM Operability Guidelines
Rear End Noise	Not Excessive per OEM Standards	Not Excessive per OEM Standards	Not Excessive per OEM Standards
Belts	Like New	Little Wear	Little Wear
Hoses	No Leaks	No Leaks	No Leaks
Fluid Levels	Full	Full	Full
Battery Functional	Yes	Yes	Yes
Exhaust/Catalytic Converters	Present/Operable	Present/Operable	Present/Operable
CV Joints and Boots	No Cracks	No Cracks	No Cracks
Structural Damage	No	No	Allowed
Altered Suspension	No	No	Yes - If Disclosed
Steering Suspension	Functional	Functional	Functional
Matching Tires	Yes	Yes	Same Size (Same Brand Not Required)
Tire Tread Depth	6/32"	4/32"	4/32"
Wheels/Hubcaps (Matching and Present)	Yes	Yes	Yes
Interior Condition	Light Wear (Typical for Vehicle Age)	Medium Wear (Typical for Vehicle Age)	Normal Wear (Typical for Vehicle Age)
Infotainment System	Fully Functional	Fully Functional	Fully Functional
Headlights/Taillights	Functional	Functional	Functional
Air Conditioning	Blows Cold	Blows Cold	Blows Cold
Power Accessories (Locks, Windows, Seats)	Functional	Functional	Functional
Keys (All types)	1 Fully Functioning Key (Type will vary by year, make and model)	1 Fully Functioning Key (Type will vary by year, make and model)	1 Fully Functioning Key (Type will vary by year, make and model)
Flood Damage	No	No	No
Odor	Disclosed	Disclosed	Disclosed

	 GREEN LIGHT	 SELLER GUARANTEE	 AUCTION GUARANTEE	 SILVER CERTIFIED
Guarantee Period	7 Days with PSI	7 Days with PSI	7 Days with PSI	7 Days
Failure Coverage	200 Miles with PSI	200 Miles with PSI	200 Miles with PSI	300 Miles
Light Requirement	Green	Green	Green	Green Light
Condition Report Required	No	No	No	Yes
Mileage Parameters	None	None	None	<125K
PSI Required for Guarantee	Yes	Yes	Yes	No

GUARANTEES & CERTIFICATIONS

	 GOLD CERTIFIED	 PLATINUM CERTIFIED	 AAA CERTIFIED	 AAA CERTIFIED+
Guarantee Period	7 Days	14 Days	7 Days	7 Days
Failure Coverage	300 Miles	300 Miles	300 Miles	300 Miles
Light Requirement	Green Light	Green Light	Green or Yellow	Green or Yellow
Condition Report Required	Yes	Yes	No	Yes
Mileage Parameters	<100K	<50K	<150K	<125K
PSI Required for Guarantee	No	No	No	No

PAYMENT POLICY



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ALL BUYERS MUST HAVE ACH ON FILE

All buyers must have ACH information on file with GKAA. We accept many forms of payment types including floorplan, check, cash, and more.

2

ALL VEHICLES MUST BE PAID WITHIN 5 BUSINESS DAYS OF THE SALE.

Funds are not pulled on any arbitrations, pending post-sale inspections, or vehicles with titles absent.

For any vehicles sold title absent, the buyer will receive a call when the title comes in prior to the check being deposited or ACH being pulled.

There is a \$100 NSF fee for any checks or ACH's that bounce.

3

ACCOUNTS RECEIVABLES

All statements for charges on account are mailed out the first full week of each month. Any charges not paid for within 60 days will result in the dealer's account being locked and not able to receive a bidder badge.

4

LATE FEES

Any vehicle not paid within 5 business days of the sale will incur a \$175 late fee and will be blocked from receiving a bidder badge.

Any vehicle not paid within 8 business days will be automatically ACH'd from the dealer's account.

TA RETURN POLICY



Seller's have two (2) weeks to produce a saleable title from the day of the sale, unless otherwise announced on the auction block. The day after the sale is day 1. If a saleable title is not produced within two weeks, the buyer may initiate a TA return for a refund on the vehicle.

- All TA returns must be initiated with either the office manager or the title clerk.
- Once a TA return has been initiated, the seller has 24 hours to produce a saleable title.
- If a saleable title is not produced within 24 hours of the initiation, the buyer has 24 hours to return the vehicle to the auction.
 - Once the vehicle is back to the auction, the vehicle is subject to a walkaround prior to any refunds. Vehicles being returned must not have any more than reasonable wear and tear from driving to and from the buyer's location.
- If the vehicle is not returned within 24 hours, then whichever arrives first determines the sale. If the vehicle arrives first, the vehicle will be returned to the seller. If the title arrives first, the sale stays together.
- The buyer remains responsible for any charges incurred after the sale of the vehicle. This includes transportation charges, work done to the vehicle, interest, etc.
 - The auction nor the seller are responsible for any charges incurred from transporting the vehicle back to the auction for the return.