

AMERICA'S AA CORPUS CHRISTI ARBITRATION ADDENDUM – Rev OCT 2024

ARBITRATION IS LIMITED TO A SINGLE ARBITRABLE DEFECT.

ALL ARBITRATIONS OR RETURNS MUST BE IN WRITING ON OUR ARBITRATION FORM. NO ARBITRATIONS WILL BE RECOGNIZED WITHOUT A COMPLETED FORM. THE OFFICIAL START TIME OF AN ARBITRATION BEGINS WHEN THE FORM IS RECEIVED BY THE ARBITRATOR. ARBITRATIONS ARE NOT RECOGNIZED BY EMAIL, TEXT, PHONE CALLS, VEHICLE DROP OFFS, OR CONVERSATIONS OF ANY KIND.

THE ARBITRATED VEHICLE MUST BE RETURNED BY THE END OF BUSINESS (4:30PM) WITHIN 7 DAYS OF THE SALE, SALE DAY IS DAY 1.

AMERICA'S CORPUS CHRISTI DOES NOT REIMBURSE FOR TRANSPORTATION UNDER ANY CIRCUMSTANCE.

IT IS THE BUYER'S RESPONSIBILITY TO FULLY INSPECT THE PURCHASED VEHICLE AND NOTE ALL DEFECTS SUBJECT TO AMERICA'S TERMS AND CONDITIONS, AMERICA'S CORPUS CHRISTI ADDENDUM, AND NAAA ARBITRATION POLICIES. ONCE ARBITRATION HAS BEGUN, NO FURTHER DEFECTS MAY BE ARBITRATED.

AMERICA'S CORPUS CHRISTI RESERVES THE RIGHT TO FIX ANY DEFECTS AT THEIR OR THE SELLERS EXPENSE BEFORE A VEHICLE CAN BE ARBITRATED. PRICES ARE BASED ON AUCTION RATES.

THE AUCTION RESERVES THE RIGHT TO REJECT ANY VEHICLE THAT MANAGEMENT DEEMS UNSAFE.

ANY VEHICLE ARBITRATED FOR AN ENGINE MISS WILL BE REQUIRED TO BE FIXED BY THE SELLER OR THE SALE MAY BE CANCELED (AT THE SELLER'S DISCRETION). THE AUCTION MAKES NO GUARANTEE TO THE ROOT CAUSE OF THE ENGINE MISS. IF THE SELLER CHOOSES TO REPAIR THE VEHICLE THE DEAL WILL REMAIN BINDING UNTIL THE REPAIR IS COMPLETE (UP TO 7 DAYS).

NOT SUBJECT TO ARBITRATION:

- a) RED LIGHT (AS IS) VEHICLES & VEHICLES SOLD FOR \$3,000 AND UNDER CANNOT BE ARBITRATED FOR ANY REASON EXCEPT TITLE BRANDS AND ODOMETER ISSUES.
- b) INOPERATIVE VEHICLES (EXCEPT FOR TITLE ISSUE). WE DO NOT ARBITRATE INOP LANE VEHICLES FOR ANY OTHER REASON (INCLUDING FRAME, NO KEYS, ETC.).
- c) AIR CONDITIONING DEFECTS, RACK AND PINION LEAKS OR ISSUES, ENGINE NOISE UNLESS DEEMED EXCESSIVE, AUDIO VISUAL/RADIOS INCLUDING NAV DISCS.
- d) POWER ACCESSORY DEFECTS NOT SUBJECT TO ARBITRATION IF OLDER THAN 4 MODEL YEARS.
- e) CHECK ENGINE, ABS, AIR BAG, FLUID LEVEL, SEAT BELT LIGHTS ARE NOT SUBJECT TO ARBITRATION, HOWEVER MECHANICAL ISSUES OVER \$800 THAT ARE THE ROOT CAUSE OF THE LIGHT ARE SUBJECT TO ARBITRATION ON GREEN LIGHT UNITS ONLY. **
- f) TRAILERS, RVS, ATVS, MOTORCYCLES, WATERCRAFT, KIT VEHICLES, GREY MARKET, SPECIALTY, DISCONTINUED, GOVERNMENT, HOMEMADE VEHICLES, OR MODIFIED VEHICLES ARE SOLD "AS-IS" AND CANNOT BE ARBITRATED.
- g) NOISE AND INHERENT CONDITIONS: NO ARBITRATION CAN BE BASED ON NOISES OR CONDITIONS THAT ARE INHERENT OR TYPICAL TO A PARTICULAR MODEL OR MANUFACTURER, UNLESS DEEMED "EXCESSIVE" BY THE ARBITRATOR ON NON-WARRANTY ITEMS. OEM DEALER WARRANTY GUIDELINES WILL BE USED WHERE APPLICABLE TO DETERMINE WHETHER THE CONDITION IS EXCESSIVE.
- h) MANUAL TRANSMISSIONS: CANNOT BE ARBITRATED FOR MANUAL CLUTCHES UNLESS THE DEFECT WILL NOT ALLOW A SAFE TEST DRIVE.
- i) WEARABLE ITEMS: AUCTION WILL NOT ARBITRATE VEHICLES FOR WEARABLE ITEMS. FOR PURPOSES OF THIS POLICY WEARABLE ITEMS ARE DEFINED AS PARTS OF THE VEHICLE THAT THE MANUFACTURER RECOGNIZES THE NEED FOR REPLACEMENT/ADJUSTMENT DURING THE EXPECTED LIFE OF THE VEHICLE. THESE ITEMS ARE NORMALLY IDENTIFIED IN THE OWNER'S MANUAL FOR ROUTINE CHECK AND REPLACEMENT AND WOULD INCLUDE, BUT ARE NOT LIMITED TO: TIRES, WIPERS, CLUTCHES, BRAKE PADS, SHOES, ROTORS, BELTS, HOSES, LUBRICANTS/ FLUIDS, TIMING BELTS, BULBS, FILTERS, SHOCKS AND STRUTS.
- j) VEHICLES MAY NOT BE ARBITRATED BASED SOLELY UPON INFORMATION PROVIDED IN ELECTRONIC DATA VEHICLE HISTORIES (EDVH) OR PRINTED EDVH REPORTS. AUCTION AND SELLER ARE NOT BOUND BY INFORMATION LISTED IN EDVH. EXAMPLES OF EDVH INCLUDE CARFAX, AUTOCHECK, NMVTIS, ETC.
- k) AUCTION IS NOT BOUND BY VEHICLE GRADES OR OTHER TYPES OF SCORING SYSTEMS PLACED UPON THE VEHICLE. BUYERS MAY ONLY ARBITRATE A VEHICLE BASED UPON DAMAGE OR DEFECTS THAT WERE PRESENT AT THE TIME OF THE SALE OF THE VEHICLE.
- l) ALL FLUID LEAKS EXCEPT FUEL ARE NOT SUBJECT TO ARBITRATION UNLESS DEEMED EXCESSIVE.

30 DAY NO TITLE - THE BUYER MUST GIVE AACC NOTICE PRIOR TO RETURNING THE VEHICLE AFTER THE 30-DAY WAITING PERIOD. IF THE SELLER PRESENTS A VALID NEGOTIABLE TITLE TO THE AUCTION BEFORE CLOSE OF BUSINESS ON THE NEXT BUSINESS DAY (EXCLUDING WEEKENDS AND AUCTION OBSERVED HOLIDAYS) FROM THE TIME THAT THE BUYER NOTIFIES THE AUCTION OF THEIR INTENT TO RETURN THE VEHICLE, THEN THE TRANSACTION WILL STAND. IF THE TITLE ARRIVES AT THE AUCTION BEFORE THE VEHICLE RETURNS, THE SALE WILL REMAIN VALID. VEHICLES MUST BE RETURNED IN THE SAME CONDITION AS THE TIME OF PURCHASE. ANY VEHICLES WITH MILEAGE DEEMED EXCESSIVE AT THE AUCTION'S DISCRETION WILL BE BILLED TO THE BUYER AT THE STANDARD FEDERAL MILEAGE RATE.

ARBITRATION DECISIONS MADE BY THE AUCTION ARE FINAL AND NOT SUBJECT TO ANY FUTURE WARRANTIES OR GUARANTEES.

ANY NON-SUPPORTED ARBITRATION IS SUBJECT TO A \$25 FEE.

ITEMS NOT ADDRESSED IN THIS POLICY WILL FOLLOW NAAA ARBITRATION GUIDELINES.

AMERICA'S CORPUS CHRISTI - ARBITRATION FORM

Caution: It is the Buyer's responsibility to fully inspect the purchased vehicle and note all defects subject to America's Corpus Christi Addendum, America's Group Policy, and NAAA Arbitration Guidelines. **Arbitration is limited to a single arbitrable defect.** Once arbitration has begun no further defects may be arbitrated. No arbitrations permitted after 4:00 PM auction day.

Date: _____ Stock #: _____ Sale #: _____ Last 6 of VIN: _____ Sale Price \$ _____

Vehicle Year, Make & Model: _____

Buyer's Name (Print): _____ Buyer's Phone # _____

Seller Name (office use only) _____

Reason for Arbitration (CAN ONLY ARBITRATE FOR ONE REASON):

_____ **Vehicle Location:** _____

Buyer's Signature : _____

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Auction Use Only: Date: _____ Time: _____ Buyer's Initials to Confirm Time: _____

Arbitrator's Findings:

Not Arbitrable due to: Announced Defect/Condition: _____ As Is: _____ RAA Policy: _____

Arbitration Claim Supported: _____ Arbitration Claim NOT Supported: _____

Price Adjusted From _____ To _____

Sale Cancelled: _____ Auction Arbitrator: _____

Seller: _____

Note: *In matters of interpretation of auction policy and in accordance with the policies of the auction and the prior written agreement of both Buyer's and Seller's the decision of the auction is final.*