



AMERICA'S AUTO AUCTION AUGUSTA - ARBITRATION FORM

CAUTION: It is the Buyer's responsibility to fully inspect the purchased vehicle and note all defects subject to America's Auto Auction Augusta 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 3:00pm on auction day.

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

Vehicle Year _____ Make _____ Model _____

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

Reason for Arbitration (CAN ONLY ARBITRATE FOR ONE REASON, MUST BE SPECIFIC):

Five (5) Day notice to return a vehicle for no title – Today's Date _____ Intend to Return on: _____

Vehicle Location: _____ Buyer's Signature: _____

Auction Use Only Date: _____ Time: _____ am/pm **Buyer's Initials to Confirm Time:** _____

Arbitrator's Findings

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

Arbitration Claim Supported: _____ Arbitration Claim NOT Supported: _____

If being returned for no title - Miles when purchased: _____ Current Miles: _____

Title Status: _____

Price Adjusted From \$_____ To \$_____ Sale Cancelled: YES / NO

Notifications made to: Buyer: YES / NO Seller: YES / NO

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.

AMERICA'S AUTO AUCTION AUGUSTA ARBITRATION ADDENDUM & STORAGE POLICES – Rev. JUNE 2025

\$145.00 fee will be charged for failed (seller) arbitration or inaccurate arbitration (buyer)

Arbitration is limited to a Single Arbitrable Defect.

The decision made by the auction is final and no further arbitration actions will be allowed

All vehicles purchased during the dealer sale must be entered into arbitration and/or PSI by 3 pm on sale day. Failure to do so will result in the vehicle becoming AS-IS.

Once a vehicle leaves the lot, without being placed into PSI and/or Arbitration it becomes AS-IS. This includes Proxy Bids, Simulcast and In-lane buyers. THE ONLY EXCEPTIONS ARE TITLE, ODOMETER, FLOOD OR FRAME ISSUES.

All arbitrations or Returns must be in writing on our Arbitration Form (including Late Title). No arbitrations will be recognized without a completed form.

The start time of an arbitration begins when the form is received by the AGM or GM. Arbitrations and/or Vehicle Returns for No Title ARE NOT Recognized by mail, email, text, phone calls, vehicle drop offs, or conversations of any kind. Arbitrated Vehicles must be returned by the end of Business (4:30 PM) within the 7 calendar days of the sale; Sale Day is Day 1.

America's Auto Auction Augusta DOES NOT Reimburse for Transportation under any circumstances.

It is the Buyer's responsibility to fully inspect the purchase vehicle and note all defects subject to America's Auto Auction Terms and conditions, America's Auto Auction Augusta Addendum, and the national Auto Auction Association (NAAA) Arbitration Policies.

Once an Arbitration has been started, no further defects may be arbitrated.

America's Auto Auction Augusta 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 will be cancelled. 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 repairs are completed (based on part availability, not to exceed 14 days).

Not Subject to Arbitration

- A) Red Light, As-Is Vehicles sold for \$3,000 or less will not be arbitrated for any reason EXCEPT Title Brands (Frame, Flood etc.) and Odometer issues.
- B) Inoperative Vehicles (INOP), Except for Title Issues (missing or delays), will not be arbitrated for any other reason (including Frame, Flood, keys, etc.)

- C) Air Conditioning Defects; Rack and Pinion Leaks or issues; Engine Noise (unless deemed excessive by auction); Audio/Visual/Radios, Navigational Discs.
- D) Power accessory defects are not arbitrable if older than 4 model years.
- E) Check Engine, ABS, Air Bag, Fluid Level, Seat Belt and any other Dash Light are not subject to arbitration UNLESS the root cause of the mechanical issue is over \$800 on Green Light Vehicles ONLY.
- F) Trailers, RV's, ATV's, Motorcycles, Watercraft, Kit Vehicles, Grey market, Specialty, Discontinued, Homemade Vehicles, Government or Modified vehicles (motors, motor components, transmissions, lifted, lowered) are sold As-Is and cannot be arbitrated.
- G) Noise and Inherent Conditions cannot be arbitrated. These noises or conditions that are inherent or typical to a particular manufacturer or model, unless deemed excess by the auction 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 clutch defects unless the defect does not allow for a safe test drive.
- I) Wearable items will not be arbitrated. For the purpose of this policy, wearable items are defined as parts of the vehicle that the manufacturer recognizes the need for replacement/adjustment during the 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/chain, 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 the information listed in EDVH. Examples are Carfax, AutoCheck, NMVTIS, etc.
- K) Auction is bound by vehicle grades or other types of scoring systems placed upon the vehicle. Buyers may 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.
- M) Outside the Gate Sales - The auction will not become involved in any arbitration procedures or be responsible for any defects on units sold outside of the sale.

30 DAY NO TITLE – Augusta operates under a 30-day title policy; therefore, the buyer must notify the auction no sooner than the 25th day (sale day being day 1) of their intent to return the vehicle on the 30th day. A 5-day notification is required on all units being returned regardless of the amount of time that has past the 25th day. Vehicles must be returned in same condition as the time of purchase. Vehicles returned with over 500 miles cannot be returned unless a title cannot be produced. Any vehicles returned with over 500 miles (due to no title ever), will be billed at the Standard Federal Mileage Rate. Any monies spent on any vehicle by the buyer before they receive a title will be at the complete risk of the buyer. There is no guarantee or refund on any money spent on a returned

VEHICLES LEFT AT AUCTION/STORAGE - Cars are left on the auction premises at owner's request and risk. The auction shall not be held responsible for loss or damage, even though the keys and car may be placed in the auction's custody for services which are made available to customers on these terms.

- Any vehicle not picked up by 1pm Friday (In-Lane Purchase) the week it was purchased will be charged a \$40/day storage fee everyday thereafter.

- Online via Pipeline and/or OVE, you will have 8 Callender Days from the purchase date. Any independent dealer vehicles that are brought to be auctioned must be actively auctioned (set for upcoming sale) or removed within 14 days of arrival. A \$40/day storage fee will be charged thereafter.
- In the event a vehicle has been left of the property for more than 30 days (purchased or being offered for sale) unless you are actively making monthly storage and/or registration fee payments, it will be marked as an abandoned vehicle and processed accordingly.
- Cars are left on the auction premises at owner's request and risk. The auction shall not be held responsible for loss or damage, even though the keys and car may be placed in the auction's custody for services which are made available to customers on these terms.

ARBITRATION DECISIONS MADE BY THE AUCTION ARE FINAL AND NOT SUBJECT TO ANY FUTURE WARRANTIES OR GUARANTEES. WE DO NOT SEND VEHICLES OUT FOR 3RD PARTY INSPECTIONS. ANY NON-SUPPORTED ARBITRATION IS SUBJECT TO A \$145 FEE. ITEMS NOT ADDRESSED IN THIS POLICY WILL FOLLOW NAAA ARBITRATION GUIDELINES AND AMERICA'S AUTO AUCTION TERMS AND CONDITIONS.

ARBITRATION DECISIONS MADE BY THE AUCTION ARE FINAL

PSI Policy General Information

- The Post-Sale Inspection (PSI) is a basic mechanical, structural, and flood inspection that is aligned with the National Auto Auction Association's Arbitration Policy. PSIs are based on the objective and subjective expertise of Augusta Auto Auction inspectors.
- The PSI is conducted at a point-in-time as close to the conclusion of the vehicle sale as possible. This assessment of the vehicle is a one-time inspection conducted under the vehicle operating conditions at that time; therefore, it is not feasible to inspect a vehicle in conditions identical to normal day-to-day operating state. The auction has the right to engage with a third-party vendor of their choosing if a more specialized inspection is recommended, in agreement with auction, buyer, and seller.
- Regardless of light, any vehicle selling for \$3,000 or less is automatically AS- IS and cannot be arbitrated for any reason except odometer or title discrepancy.
- All vehicles must be turned in for PSI by 4pm on sale day.
- Buyer is responsible for the PSI Fee regardless of the outcome (pass/fail).

Section 1: PSI Guarantee

- The Inspected Components of a vehicle that passes PSI inspection criteria will come with a 7-day guarantee of function or condition, based on the PSI product purchased. A list of covered components is provided in Section 4.
- The PSI guarantee is non-transferable and void if the vehicle is resold during the guarantee period.
- Vehicles submitted to arbitration under a PSI must have 100 miles or less accumulated on the odometer between the time the odometer reading is recorded at the auction and the claim date.
- Augusta Auto Auction performs these inspections on a good faith basis and stands behind these passed components, whether Augusta Auto Auction provides this guarantee directly or in agreement with the seller. If an inspected component is found defective during the guarantee period, Augusta Auto reserves the right to remediate valid claims estimated at auction wholesale repair costs.
- In the event of a valid claim for defect related to an Inspected Component that was not identified by the PSI, Augusta Auto Auction will reimburse expenses incurred by the Buyer (excluding profit, commissions, transportation, and detail charges) on vehicles arbitrated. The amount of reimbursement that qualifies under these guidelines will be at the sole discretion of Augusta Auto Auction and will be limited to reasonable and documented expenses at auction wholesale repair cost.

Section 2: General Eligible Criteria

It is at the auction's discretion to make the determination if the vehicle is eligible for PSI. The following vehicles sold through Augusta Auto Auction are eligible for PSI:

- Green light vehicles (Ride & Drive)
- Green & Yellow light vehicles (Ride & Drive with Caution)
Items disclosed by the seller will not be inspected and/or guaranteed under PSI
- Vehicle Purchase Price over \$3,000

Section 3.1: General Ineligibility Criteria

It is at the auction's discretion to make the determination if the vehicle is eligible for PSI. The following vehicles sold through Augusta Auto Auction are ineligible for PSI:

- Vehicles sold with a price of \$3,000 or under
- Vehicles sold with purchase price or with an estimated MMR above \$80,000

- Vehicles sold in the TRA sales lane, Specialty Sale units, motorcycles or sold under Yellow light (limited guarantee)
- Vehicles sold As-Is or deemed automatic As-Is per NAAA policy and Augusta Auto Auction policy
- Kit vehicles
- Recreational vehicles
- Watercraft
- Homemade vehicles
- Vehicles with major modifications (including items in Sections 3.3 and 3.4)
- Vehicles 20 years or older (Antique vehicles)
- Vehicles that have been removed from the Augusta Auto Auction facility • Vehicles past purchase windows below:
 - 5 PM for auctions that start prior 9:30 AM ○ 3 hours post auction end for all other auctions ○ 3 hours post acceptance on if bids ○ 24 hours after vehicle purchased on OVE
- OVE off site vehicle purchases not transported to Augusta Auto Auction facility for processing
- Vehicles with branded titles or defects that are eligible for a branded title, including, but not limited to: flood damage, salvage, rebuilt, lemon-law or trade-assist buybacks, TMU, et al.
- All electric vehicles
- Heavy Duty Trucks & Heavy Equipment categorized in Class A and B with Gross Vehicle Weight Rating (GVWR) of 26,000 pounds or heavier:
 - Box trucks ○ Tractor-trailers
 - Delivery drivers ○ Tractor-trailer buses ○ Couriers ○ Truck and trailer combinations
 - Furniture delivery (double and triple trailers)
 - Trailers ○ Livestock carriers
- Large buses:
 - City buses ○ School buses
 - Tourist buses ○ Segmented buses
- Trucks:
 - Straight trucks • Tanker vehicles
 - Dump trucks with small trailers • Current or former armored and/or
 - Flatbeds military/national defense vehicles

Section 3.2: Specific Ineligibility List

Exotic and/or handmade vehicles (including but not limited to):

- | | | |
|--------------------|-------------------------------------|-----------------------|
| • Acura NSX | • Ford 6.4L and 6.0L diesel engines | • Nissan GT-R |
| • AMC H1 | • H1 Hummer | • Panoz |
| • Aston Martin | • Jaguar | • Porsche |
| • Audi R8 | • LaForza | • Porsche 911 |
| • Audi S series | • Lamborghini | • Range Rover |
| • Bentley | • Land Rover | • Rolls-Royce |
| • BMW Alpina | • Lotus | • Subaru WRX |
| • BMW i8 | • Maserati | • Subaru STI |
| • BMW 6 & 7 Series | • Maybach | • Tesla |
| • BMW M series | • Mazda RX7 | • Vehicle makes that |
| • Bugatti | • Mazda RX8 | average an annual |
| • DMC 12 | • McClaren | production rate at or |
| • Dodge Demon | | below 4,000 vehicles |

- Dodge Viper
 - Ferrari
 - Fisker
 - Ford GT
 - Mercedes ~ AMG series
 - Mercedes G Wagon
 - Mercedes SLR models
 - Mitsubishi Lancer Evo
- within the three most recently completed production years.

Section 3.3: Performance Modifications

- Performance modifications must be announced at auction per NAAA guidelines.
- Modifications that don't allow a vehicle to meet the emission standards in the county or state in which the PSI is performed will cause a vehicle to fail PSI.
- Computer and electrical modifications, including but not limited to computer chips and tuners.
- These modifications will deem a vehicle ineligible for PSI.
- If found during the inspection all portions modified and or related to the modifications will cause the inspected vehicle to fail the PSI.
- Physical parts modifications, including but not limited to turbos, catalytic converter deletes and/or replacements, and EGR deletes.
- OE/OEM approved modifications will not affect the eligibility of a vehicle for PSI.
- Non-OE/OEM approved modifications are deemed ineligible for PSI.
- If found during the inspection all portions modified and or related to the modifications will cause the inspected vehicle to fail the PSI.

Section 3.4: Structural

- Structural damage and/or alterations must be announced at auction per NAAA guidelines.

Section 3.4.1: Structural Damage

Definition (per NAAA guidelines): Damage to the structure or a specific structural component of the vehicle. Often referred to as frame damage, although it also applies to Unibody and Unibody on Frame structures in addition to Conventional Frame.

- All structural damage must be announced via seller disclosure.
- A vehicle with announced damage is eligible for PSI.
- Announced damage is not a condition for PSI failure.
- Announced damage will not be protected under PSI coverage.
- Unannounced damage discovered during the PSI will cause the inspected vehicle to fail PSI.

Section 3.4.2: Structural Alteration

- Definition (per NAAA guidelines): An alteration to the vehicle's structure including a lengthened or shortened frame, a modified suspension, or the installation or removal of after-market accessories.
- All structural alteration must be announced via seller disclosure.
- A vehicle with announced alteration is eligible for PSI.
- Announced alteration is not a condition for PSI failure.
- Announced alteration will not be protected under PSI coverage.
- Unannounced alteration discovered during the PSI will cause the inspected vehicle to fail the PSI.

Section 4: PSI Inspected Components

The items checked within the performance of the PSI are:

- Odometer verification
- Transmission engages and functions
- Engine function and operation
- Drivetrain
- 4x4 system engagement
- Differential engagement
- ABS and brake function
- Electrical accessories checked for function (For current model year and up to 4 model years old)
- Emission control equipment present
- The vehicle will be assessed to meet the emission standards in the state in which the PSI is performed
- SRS (supplemental restraint system/airbags) check
- Structure checked
- Flood inspection

Advanced Driver Assist Systems (ADAS) are not inspected as part of PSI. Per NAAA guidelines, these systems must be inspected by a qualified 3rd party outside the auction property. These systems include but are not limited to the following:

- Rear camera
- Rear parking sensors
- 360 camera systems
- Blind spot detection
- Lane departure warning
- Adaptive cruise control
- Collision warning
- Lane keep assist
- Backup Assist
- Autonomous driving function

Section 5: Fail, Claim, and Arbitration Conditions

The PSI purchase is subject to the following:

- The buyer is responsible for the PSI fee regardless of vehicle pass or fail
- The sale of the vehicle is NOT contingent upon the availability of the PSI
- PSI failures are determined by NAAA arbitration policy and follow the \$600 repair or replace threshold for in-lane purchases

Advanced Driver Assist Systems (ADAS) are not inspected as part of PSI. Per NAAA guidelines, these systems must be inspected by a qualified 3rd party outside the auction property. These systems include but are not limited to the following:

- Rear camera
- Rear parking sensors
- 360 camera systems
- Blind spot detection
- Lane departure warning
- Adaptive cruise control
- Collision warning
- Lane keep assist
- Backup Assist
- Autonomous driving function

Section 5.1: Pass and Fail General

- The auction will make the final determination if the PSI is deemed a pass or fail
- A failed PSI results when the inspected components of a vehicle meet NAAA Arbitration Policy criteria or state or local government safety regulatory criteria, or Augusta Auto Auction policy criteria, which make the vehicle eligible for arbitration. In such event:
- The Buyer has the option to enter the arbitration process and:
 - Complete the transaction on mutually agreeable terms with the seller with the sale completed as "Buyer Bought"

- Per NAAA Arbitration Policy: "If price adjustment is made and accepted, vehicle becomes "As-Is, No Arbitration" property of the Buyer, and is not subject to any further arbitration. The auction management makes the binding decision upon both the Buyer and Seller on all arbitration matters."
- Or, complete the transaction with the vehicle in its current state and under no negotiated terms with the seller
- To align with NAAA Arbitration Policy, in this case the vehicle becomes "As-Is, No Arbitration" property of the Buyer, and is not subject to any further arbitration.
- Or, void the transaction, with the sale being unwound as "Buyer Withdrew"
- A vehicle that fails PSI and results in a "Buyer Withdrew" status will move back into seller inventory. If the seller decides to re-run the vehicle in a future auction, the seller is required to repair the vehicle or make the appropriate announcements.

Section 5.2: Pass and Fail In-Lane and Simulcast

For in-lane vehicle and Simulcast purchases, a defect on a vehicle for which PSI was purchased and "passed inspection" is eligible for claim resolution if:

- A defective component or condition is found within the guarantee period, based on the timeframe purchased;
A defective component or condition is within the scope of the inspection criteria;
- A defective component or condition is estimated to cost \$600 or more to repair or replace with the estimate based solely on Augusta Auto Auction's wholesale cost.

Section 5.3: Pass and Fail OVE

For OVE purchases, a defect on a vehicle for which PSI was purchased and "passed inspection" is eligible for claim resolution if:

- A defective component or condition is within the scope of the inspection criteria;
- A defective component or condition is estimated to cost \$600 or more to repair or replace for a single item or \$800 or more to repair/replace cumulatively, with the estimate based solely on Augusta Auto Auction's wholesale cost.

Section 5.4: Claim and Arbitration Conditions

- For defect states noted above, the defect must be eligible for claim resolution with Augusta Auto Auction and the auction reserves the right to remediate the claim. Eligible claims are based on arbitral items noted in the NAAA Arbitration Policy.
- Notwithstanding anything herein to the contrary, the seller remains liable for issues that fall under the required disclosures and timelines as per NAAA policy, and in such a case, arbitration with the seller may occur.
- Any claim for arbitration under the PSI must be submitted within the guarantee timeframe purchased (defined as the time between the date of completion of the PSI and the date of claim). If a vehicle return is required, the vehicle must be returned within the stated deadline established by the facilitating location in the same or better condition as when sold.
- Augusta Auto Auction retains the option to assume ownership of a vehicle at a maximum of 102% of MMR

Section 6: PSI Inspection Methodologies &

- Non-Arbitrable Items Augusta Auction's PSI inspections are based on our technician's expertise, as well as utilization of expert source information for items such as repair costs; items inherent to a vehicle based on the make, model, year and other factors (e.g., "known conditions"); and, generally accepted practices and standards (e.g., "NAAA Leak classes"). Augusta Auto Auction draws its conclusions on a good faith basis for each inspection from observation, data and guidance, with the vehicle state as-is at the time the vehicle is inspected.

Section 6.1: Specific Non-Material Conditions

Certain temporary or non-material conditions will not qualify an inspection for failure, such as:

- Vehicle scanners returning Yellow (if reason is known)
- Yellow refers to an indicator light associated with an OBDII scanner that suggests:
 - A previously active code(s) cleared prior to inspection
 - A code(s) not active at the time of inspection
 - Leaks, noise and other items that are generally considered inherent to an inspected vehicle
- Note that Leak Class 3, per NAAA guidelines, would often require the inspection to fail

Section 6.2: Non-Arbitrable Items

- Inherent conditions based on year, make, model Determination will be made using [nhtsa.gov](https://www.nhtsa.gov)
- If the vehicle is purposefully modified after it leaves the auction location, which cause changes to the vehicle's condition from the time of inspection. Such changes will void the PSI guarantee.
- Options, accessories, or any items not included in standard base equipment on OEM make model trim of the vehicle being inspected
- Wearable Items: Definition (per NAAA guidelines): defined as parts of the vehicle that the manufacturer recognizes the need for replacement/adjustment during the expected life of the vehicle driven the average miles per model year (15k). These items are normally identified in the Owner's Manual for routine check and replacement.
- **All Suspension:** Struts, coil/leaf spring, air suspensions, etc.
- **All Brakes:** Pads, shoes, rotors, etc.
- **External Engine Components:** Belts, hoses, etc.
- **Misc:** Ball joints, steering rack and pinion, bushings
- **Items With Manufacture-defined Life Expectancy:** Fluids/lubricants, wipers, tires, subject to change based on related changes to the marketplace.

Section 6.3: Inspection Performance

Augusta Auto Auction performs its inspections based on NAAA and industry best practices, with the following caveats in mind:

- OEM-installed under body cladding will not be removed from the vehicle;
- Vehicles may not be driven at speeds high enough to simulate all driving conditions; • Vehicles will not be driven for long durations to simulate extended driving conditions.
- Note that buyers of PSI are encouraged to discuss the results with the PSI facilitating location.

Section 7: Resell Disclaim

- If arbitration results in a sale being unwound based on a failed PSI, the seller shall either repair or disclose the results of the failed PSI when re-running the vehicle at Augusta Auto Auction. Failure to do so may result in seller being held responsible for reimbursement of any subsequent failed PSI for such vehicle.

Section 8: Rights Reservation

Augusta Auto Auction reserves the right to modify, alter, discontinue or terminate this policy at any time for any reason whatsoever, with or without notice. In addition, Augusta Auto Auction reserves the right to decline to offer this service to any person or entity at its discretion.

Frame Only PSI

- Guarantee Period: 7 days
- Mileage and Lights: Over \$3,000 in qualified lanes
- Claim Mileage
- Criteria: 100 miles, reimbursement of Vehicle purchase price will not exceed 102% of MMR at the time of purchase

Augusta Pricing

- Vehicle Purchase Price: Frame Only Fee
- \$3,001 and up: \$85

Limited Drivetrain Inspection

- Guarantee Period: 7 days
- \$3,001 and up: \$100
- Mileage and Lights: Green light > 125k miles, Green and Yellow Light > 125k miles, Red Light units less than 150k miles (for Buy with Confidence units)
- Purchase Price: Over \$3,000
- Inspection Items: Structural, engine, transmission
- Claim mileage
- Criteria: 100 miles, reimbursement of Vehicle purchase will not exceed 102% of MMR at time of purchase
- If an item inspected item passes during the inspection, but then fails during the LDI guarantee period and costs \$600 or more to repair or replace, the defect is eligible for claim resolution with Augusta Auto Auction.