NEW ORLEANS

2026 Policies and Procedures

Updated 6.4.26

America's Auto Auction New Orleans

18310 Woodscale Rd Hammond, LA 70401

**Auction Every Tuesday starting @ 9:30am

Office Hours:	Gate Hours:
Monday 9AM-4PM	Monday 8AM-6PM
Tuesday 7AM- 5PM	Tuesday 7AM- 6PM
Wednesday/Thursday 9AM-4PM	Wednesday/Thursday 8AM-5PM
Friday 9AM-1PM	Friday 8AM-3PM

AMERICA'S AUTO AUCTION NEW ORLEANS FOLLOWS THE LATEST EDITION OF THE NAAA ARBITRATION STANDARD POLICIES, EXCEPT AND IN ADDITION TO THE POLICIES OUTLINED BELOW. ALL DAYS ARE CALENDAR DAYS AND SALE DAY IS DAY ONE.

General Policies

The decision of America's Auto Auction New Orleans management shall be final on all disputes. AAANO reserves the right to cancel any purchase due to unforeseen circumstances. This also includes transactions deemed unfair and/or unethical to either party. The Buyer and Seller agree that AAANO may cancel the sale at AAANO's sole discretion. You agree to be videotaped including audio, while on auction property.

America's Auto Auction New Orleans is a "Dealer Only" Auction. Dealers attending the auction must be registered with the auction via Auction Access and licensed by the state. NO GUESTS OR RETAIL CUSTOMERS ARE ALLOWED ON SITE. No one under the age of 18 is allowed on site.

Previewing/Test Drives

Any vehicles that are test driven will be returned in the same condition they left in. YOU ARE ULTIMATELY RESPONSIBLE!! Speed Limit on the lot is 11MPH and no crossing Sale Lanes. 1st violation is a warning, 2nd violation is a 2-week suspension, 3rd violation will be termination of business with AAANO. Any person found tampering, stealing, or vandalizing any vehicle will be arrested and prosecuted, to the fullest extent of the law. Our security personnel reserve the right to search and inspect any vehicle and its contents leaving the premises.

Registration and Payment

- Dealers and their authorized Representatives must be registered at WMAA through Auction Access and must be currently licensed by their state before doing business at AAANO.
- Auction Access charges a yearly subscription fee. AAANO cannot take payment for this fee. Dealers are responsible for all business transacted by representatives under their company name at AAANO unless terminated in writing.
- Dealers must have a current and visible bidder badge when bidding. Auction Access ID cards or the digital card on the Auction Access Phone App are required to receive your bidder badge. All vehicles must be registered before they can cross the auction block.
- All buyers are required to have a completed ACH form or Floorplan to get a bidder badge.

- Only company checks in the business name will be accepted. All checks will be deposited upon receipt of title. Returned checks will not be redeposited. Certified checks, money orders, or ACH's are required to settle these returned checks.
- There is a service fee on all returned checks. All accounts receivable are due within 30-Days of the charge (Net 30). A service fee will be applied to all Floorplan transactions. All cars registered are subject to inspection by the State Police or the National Auto Theft Bureau.

Arbitration/Post Sale Inspection Policy

1. Purpose and Authority

America's Auto Auction New Orleans is committed to providing a fair and consistent arbitration process for both buyers and sellers. This policy outlines the procedures, eligibility requirements, and standards governing post-sale arbitration.

All arbitration decisions are made at the discretion of Auction Management and are **final and binding**. Federal, state, and local laws, as well as applicable NAAA Arbitration Standards, supersede this policy where required

1.2 Auction Role

The auction acts solely as a **facilitator of the sale** and provides a venue and process for buyers and sellers to transact.

The auction:

- Does not guarantee the condition of vehicles, mechanical or cosmetic
- Is not a party to the sales contract between buyer and seller
- Makes no representations regarding vehicle condition beyond posted or announced disclosures

The auction's role in arbitration is limited to **administering the arbitration process**, verifying claims, and determining outcomes in accordance with this policy.

1.3 Post Sale Inspection Types /Clarifications

*Vehicles purchased online do not come with any post sale coverage built in. Buyer must purchase a PSI for coverage beyond sale day.

- PSI does **not** relieve the seller of responsibility for proper disclosure
- A vehicle passing PSI does **not** eliminate the seller's liability for undisclosed conditions
- PSI findings do not obligate the auction to inherit or repurchase a vehicle
- For vehicles over 150,000 Miles, the seller may choose to green light a vehicle, but must stand behind any arbitration that may happen within the 7 or 14 days
    - *The auction reserves the right to pay seller proceeds until after the arbitration time frame is complete.

PSI fees are non-refundable and remain the responsibility of the buyer regardless of arbitration outcome.

2. Initiating an Arbitration Request

All arbitration requests must be submitted **in writing** within the applicable arbitration time frame.

Accepted methods:

- Email nola.arbitration@americasaa.com
- Submission through the auction's approved online platform or application
- Completion of an official arbitration form at the auction (if applicable)

Verbal requests, phone calls, voicemails, or informal notifications **are not accepted**.

3. Arbitration Eligibility Requirements

An arbitration request will be considered **only if all eligibility requirements below are met**. Failure to meet **any** requirement will result in denial of the arbitration request.

3.1 Time Requirements

- Arbitration claims must be submitted **within the applicable arbitration time frame** based on sale channel, sale type, and any warranty or inspection product purchased.
- **Sale Day is considered Day One.**
- Arbitration closes at the **close of business** on the final eligible day.

Late claims will not be accepted.

3.2 Mileage Limitation

- The vehicle must not exceed **200 additional miles** from the mileage recorded on the Bill of Sale at the time of purchase.
- Vehicles exceeding the allowable mileage are **not eligible** for arbitration.
- Buyers are responsible for arranging towing or transport to remain within mileage limits.

Mileage limits are strictly enforced.

3.4 Vehicle Condition Upon Return

- The vehicle must be returned in the **same or better condition** as when sold.
- Vehicles with new damage, missing parts, unauthorized repairs, or alterations are not eligible.
- The auction reserves the right to deny arbitration if vehicle condition has changed.

3.5 One Mechanical Arbitration Limitation

- Buyers are permitted **one (1) mechanical arbitration claim per vehicle**.
- Only the specific defect listed in the original arbitration request will be inspected and considered.

4. Vehicle Return and Inspection

If the eligibility requirements are met:

- The vehicle must be returned to the auction or to a location approved by the auction.
- The buyer is responsible for ensuring the vehicle remains within the allowable mileage limit, including arranging towing if necessary.
- The auction will determine the inspection location and method.

Only the specific defect listed in the arbitration request will be inspected. Buyers are permitted **one mechanical arbitration claim per vehicle**.

5. Inspection and Verification Standards

All arbitration claims are subject to inspection and verification as directed by the auction.

5.1 Approved Inspection Sources

- Inspections and diagnostic evaluations must be performed by:
    - The auction
    - An affiliated or NAAA-member auction
    - An auction-approved third-party repair facility
    - A franchised manufacturer new-car dealership, when approved by the auction
- Inspections, diagnoses, or estimates from **unapproved repair facilities**, private mechanics, or buyer-selected shops will **not** be accepted.

5.2 Scope of Inspection

- Only the **specific defect identified in the original arbitration request** will be inspected and evaluated.
- Additional concerns discovered during inspection are not eligible for arbitration unless independently eligible and submitted within the applicable arbitration time frame.

5.3 Repair Cost Determination

- Repair costs will be determined using **wholesale repair rates**, as established by the auction.
- Retail labor rates, diagnostic charges, markups, or profit considerations are not applicable.
- A single mechanical defect must meet or exceed **$800** in repair cost to qualify for arbitration, unless otherwise stated by sale channel or vehicle type.

5.4 Excluded Conditions

The following are not subject to arbitration:

- Items Listed in the current NAAA Arbitration Policy
- Vehicles will not be arbitrated for inherent conditions unless deemed excessive by auction staff. Multiple sources will be used to determine what issues are deemed inherent. Examples include but are not limited to: Cam phasers in certain ford engines, oil coolers on dodge 3.6L motors, “hemi tick” etc.
- ADAS Systems such as (but not limited to) Park Assist, Front Radar, lane departure, safety systems
- Normal wear items or maintenance-related components
- Inherent conditions typical for the vehicle’s age, mileage, or manufacturer
- Issues resulting from abuse, neglect, or continued operation after a defect becomes apparent
- Conditions disclosed or announced at the time of sale

5.5 Vehicle History Reports

Vehicle history reports (including but not limited to Carfax, AutoCheck, NMVTIS, or similar services) are **not, by themselves, grounds for arbitration**.

The auction may consider vehicle history information in conjunction with physical inspection findings when evaluating an arbitration claim.

5.6 Repair Authorization

- Buyers must not perform repairs, modifications, or disassembly prior to inspection approval.
- Unauthorized repairs or alterations may result in denial of arbitration.

5.7 Final Determination

All inspection results, cost determinations, and arbitration outcomes are subject to **final approval by Auction Management**.

6. Arbitration Outcomes

If an arbitration claim is approved, the auction will determine the appropriate resolution, which may include:

- **Return of the vehicle to the seller**
- **Price adjustment**, when appropriate and mutually accepted
- **Auction inheritance**, where applicable based on sale type and inspection status

When possible, a price adjustment is preferred over unwinding the sale. Transportation costs and other applicable expenses may be considered in determining the resolution.

If a price adjustment is accepted, the vehicle becomes the buyer's property and is no longer eligible for further arbitration.

7. Buyer Responsibilities

Buyers are responsible for:

- Inspecting vehicles prior to bidding
- Reviewing all announcements, disclosures, and sale conditions
- Maintaining the vehicle in the same or better condition if returned
- Not performing unauthorized repairs or modifications
- Assuming all risk of loss until arbitration is resolved

Expenses incurred prior to arbitration approval are the buyer's responsibility and are not reimbursable unless expressly authorized.

8. Seller Responsibilities

Sellers are responsible for **accurately representing the condition of vehicles** offered for sale.

This includes:

- Proper disclosure of known mechanical conditions
- Disclosure of title, structural, flood, biohazard, or vehicle history issues when applicable
- Disclosure of conditions that materially affect vehicle safety, integrity, or value
- Ensuring vehicles sell under the correct sale light and announcement conditions
- For vehicles over 150,000 Miles, the seller may choose to green light a vehicle, but must stand behind any arbitration that may happen within the 7 or 14 days
    - *The auction reserves the right to pay seller proceeds until after the arbitration time frame is complete.

9. Title, Structural, Flood, and History Arbitration

CUSTOMER TITLE, PAYMENT & TITLE DELIVERY POLICY

PURPOSE

This policy establishes the procedures and requirements for vehicle titles, seller payments, buyer payments, title delivery, late titles, arbitration, and duplicate title requests at America's Auto Auction New Orleans.

All buyers and sellers are responsible for understanding and complying with these procedures, as well as all applicable auction policies and NAAA guidelines.

1. SELLER TITLE REQUIREMENTS – 30-DAY POLICY

Sellers have **30 calendar days from the vehicle's sale date** to provide the auction with a **valid, transferable title** and any supporting documentation required to complete the transaction.

A title is not considered received for purposes of satisfying this requirement until the auction has received a title that can be successfully processed.

Titles that are rejected because they are incomplete, improperly assigned, altered, contain errors or discrepancies, are missing required documentation, or are otherwise not transferable **do not constitute production of a valid title and do not stop or reset the 30-day timeframe**.

It is the seller's responsibility to promptly correct any rejected title or documentation issue.

2. SELLER PAYMENT

Seller proceeds will be issued once the auction has received and successfully processed a valid title and all required documentation.

Seller payments will be issued according to the dealer's approved payment method, including:

- Electronic Funds Transfer (EFT), when established on the dealer's account; or
- Check, when applicable.

Any title or documentation issue that prevents the auction from processing the title may delay seller payment until the issue has been resolved.

3. BUYER PAYMENT REQUIREMENTS

Buyers are responsible for payment of all vehicles purchased on **sale day**, regardless of whether the title has been received by the auction.

Available payment methods may include:

- ACH
- Approved business/dealer check
- Cash
- Cashier’s check
- Money order
- Approved and available floor plans

When payment is made by **ACH or approved check** on a vehicle for which the title has not yet been received and processed, the funds will **not be deposited or processed until the auction receives a valid title from the seller and successfully processes the title through the auction.**

Buyers must still submit payment according to auction payment requirements and may not delay payment simply because a title is pending.

4. LATE TITLE – 30 DAYS

If a valid title has not been received and processed within **30 calendar days from the sale date**, applicable **late title fees** will be assessed in accordance with the auction's current fee schedule.

After the applicable 30-day period has expired without production of a valid title, the buyer may have the right to arbitrate the vehicle in accordance with auction policy and applicable NAAA Arbitration Policy.

Submission of an invalid, rejected, incomplete, or otherwise non-transferable title **does not satisfy the seller's title obligation and does not stop or reset the applicable arbitration timeframe.**

5. LATE TITLE ARBITRATION & VEHICLE RETURN

When eligible under auction policy and applicable NAAA guidelines, the buyer may arbitrate a vehicle for failure to produce a valid title within the required timeframe.

If an arbitration is approved, the buyer may be eligible for a **full refund of the applicable vehicle purchase transaction and eligible transportation expenses to and from the auction**, subject to auction policy and applicable NAAA guidelines.

To qualify for arbitration and reimbursement:

- The vehicle must be returned in substantially the **same condition in which it was purchased**.

- The vehicle must not exceed the applicable **mileage allowance established under NAAA guidelines**.
- The buyer must comply with all applicable arbitration notification and return requirements.
- Any damage, alteration, excessive mileage, or change in vehicle condition may affect the buyer's eligibility for arbitration or reimbursement.

All arbitration claims remain subject to applicable auction and NAAA Arbitration Policies.

6. TITLE MAILING & PICKUP PROCEDURES

Each dealership must complete a **Title Mailing/Pickup Authorization Form**indicating how the dealership would like to receive its titles.

Dealers may select one of the following options:

Title Pickup

Titles may be held at the auction for authorized dealership personnel to pick up.

Proper identification or authorization may be required before titles are released.

Title Mailing

Dealers choosing to have titles mailed must provide one of the following:

- A valid **FedEx account number**; or

- A **prepaid shipping label** from the carrier of their choice, including a prepaid UPS label if preferred.

The auction does not accept or process shipments using a dealer-provided UPS account number. Dealers wishing to use UPS must provide a completed prepaid UPS shipping label.

If the dealership does not provide a valid FedEx account number or prepaid shipping label, the auction may arrange shipment through FedEx. **Applicable shipping and handling fees will apply.**

Dealerships are responsible for ensuring that the auction has current and accurate shipping instructions, addresses, account information, and authorized contact information on file.

7. REJECTED TITLES

Titles may be rejected when they cannot be legally or properly processed.

Reasons for rejection may include, but are not limited to:

- Missing or incorrect signatures
- Improper assignments or reassignments
- VIN discrepancies
- Missing lien releases
- Alterations or erasures
- Missing powers of attorney or supporting documentation
- Incorrect dealer information
- Incomplete title documentation
- Any other issue preventing legal transfer or processing of ownership

A rejected title is not considered a valid title for purposes of satisfying the seller's title requirement.

The original sale-date timeline will continue while the seller corrects the rejected title or provides the required documentation.

Sellers should respond promptly to all requests for corrections to avoid applicable fees, payment delays, or possible arbitration.

8. DUPLICATE TITLE SERVICE

The auction may assist customers with obtaining a duplicate title. **Applicable duplicate title processing and service fees will apply.**

Duplicate title assistance is available only when auction staff has access to, or can obtain, all documentation, signatures, authorizations, and other information necessary to process the duplicate title request.

Additional requirements and fees may apply depending on the state of issuance, ownership history, lien status, or other circumstances associated with the vehicle.

Payment of applicable fees does not guarantee issuance of a duplicate title when required documentation, signatures, authorization, or legal authority to obtain the title is unavailable.

9. CUSTOMER RESPONSIBILITY

Dealers are responsible for maintaining accurate and current information with the auction, including:

- Dealership and licensing information
- Mailing and physical addresses
- Authorized representatives
- EFT/ACH information
- Title delivery preferences
- FedEx account information or applicable prepaid shipping labels
- Floor plan information and availability

Sellers are responsible for providing valid and transferable title documentation within the required timeframe.

Buyers are responsible for timely payment of all purchases and for complying with applicable arbitration requirements.

IMPORTANT TITLE POLICY NOTICE

A title is not considered produced simply because a document has been submitted to the auction. The title must be valid, transferable, and capable of being successfully processed.

Rejected, incomplete, incorrect, or non-transferable titles do not stop or reset the applicable title or arbitration timeframe.

All fees referenced in this policy are subject to the auction's **current applicable fee schedule** and may be subject to change.

America's Auto Auction New Orleans reserves the right to require additional documentation when necessary to properly process a title and complete the transfer of ownership.

All transactions, title matters, and arbitration claims are subject to applicable auction policies, announcements, terms and conditions, and NAAA guidelines.

10. Final Authority

The auction reserves the right to:

- Void or cancel a transaction
- Deny arbitration requests that do not meet policy requirements
- Make final determinations regarding arbitration outcomes

All decisions by Auction Management are final.