

AMERICA'S ALBANY POLICIES - (AMENDED 12/01/25)

- ALL GREEN OR WHITE LIGHT VEHICLES PURCHASED ONLINE WILL BE GIVEN AN AUTOMATIC POST SALE INSPECTION.
- AMERICA'S ALBANY DOES NOT OFFER PRE-SALE MECHANICAL CR DISCLOSURE. A POST SALE INSPECTION IS ADVISED.
- ALL VEHICLES SOLD OR PURCHASED ONLINE ARE SUBJECT TO AN ONLINE SUCCESS FEE.
- ALL IN-LANE POST SALE INSPECTIONS MUST BE REQUESTED AT THE TIME OF PURCHASE.
- POST SALE INSPECTIONS EXPIRE 7-DAYS AFTER AUCTION DAY. (CALENDAR DAYS). PSI EXPIRES AFTER 200 DRIVEN MILES.
- "IF" DEALS / ON OFFER DEALS ARE BINDING UNTIL FRIDAY AT 2:00 PM EST, OR UNTIL THE SELLER COUNTERS THE BUYER.
- ALL VEHICLES UNDER \$3,000 ARE RED LIGHT, REGARDLESS OF RUN LIGHT.
- ALL VEHICLES WITH MORE THAN 150K MILES ARE RED LIGHT. ALL VEHICLES EXCEEDING 15 YEARS OF AGE ARE RED LIGHT.
- GREEN OR WHITE LIGHT VEHICLES PURCHASED IN-LANE MUST BE ARBITRATED WITHIN 1-HOUR OF TIME OF PURCHASE.
- "IF" DEALS ON A GREEN/WHITE LIGHT MAY BE ARBITRATED, THE SAME AS A PURCHASED UNIT WOULD BE. (1-HOUR TIMEFRAME)
- A VEHICLE RAN UNDER THE WHITE LIGHT IS ONLY GUARANTEED FOR THE ENGINE, TRANSMISSION, AND DRIVELINE, INCLUDING 4X4 AND AWD IF APPLICABLE. MUST BE OVER \$3,000. WHITE LIGHT DOES NOT HAVE AN AGE OR MILEAGE CAP.
- GREEN OR WHITE LIGHT ARBITRATIONS MUST HAVE A SINGLE REPAIR NEEDED IN EXCESS OF \$800. (INCLUDES PSI)
- POST SALE INSPECTIONS ARE NOT AVAILABLE ON DIESEL OR ELECTRIC VEHICLES. THEY ARE RED LIGHT.
- RVS, TRAILERS, MOTORCYCLES, HEAVY EQUIPMENT, SEMI-TRUCKS, GOLF CARTS, AND WATERCRAFT ARE RED LIGHT.
- VEHICLE ACCESSORIES OLDER THAN 4 YEARS OLD ARE NOT ARBITRATABLE. (RADIOS, WINDOWS, SUNROOFS, ETC.)
- SELLER CHECKS ON GREEN OR WHITE LIGHT VEHICLES WILL NOT BE WRITTEN UNTIL ARBITRATION TIME EXPIRES.
- TITLES ARE DUE WITHIN SEVEN DAYS OF THE SALE, OR A LATE TITLE FEE WILL BE ASSESSED.
- LATE TITLE ARBITRATION IS AVAILABLE AFTER 30 DAYS OF NON-RECIEPT. DELAYED TITLE ARBITRATION REQUIRES A 24-HOUR NOTICE. THE VEHICLE MUST BE RETURNED TO THE AUCTION BEFORE THE TITLE IS TURNED IN OR THE ARB WILL BE DENIED.
- PAYMENT IS DUE BY FRIDAY AFTER EACH SALE. AMERICA'S ALBANY RESERVES THE RIGHT TO CHARGE LATE FEES ON DELAYED PAYMENT. WE ACCEPT ACH, WIRE, CHECKS, CASH, AND NUMEROUS FLOOR PLANS. (NSF OR REINSTATEMENT FEE IS \$150)
- PLEASE OVERNIGHT CHECKS TO: AAA ALBANY - 1407 SILICA DR. ALBANY, GA 31705
- THE AUCTION WILL NOT RELEASE VEHICLES WITHOUT PAYMENT OR A RELIABLE PAYMENT METHOD ON FILE.
- VEHICLES MAY NOT BE ARBITRATED BASED SOLELY UPON INFORMATION PROVIDED IN ELECTRONIC DATA VEHICLE HISTORY (EDVH) OR PRINTED EDVH REPORTS. AMERICA'S ALBANY ONLY PULLS AND ANNOUNCES VEHICLE HISTORY ISSUES FROM AUTO-CHECK. CARFAX ANNOUNCEMENTS WILL NOT BE GROUNDS FOR ARBITRATION.
- 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.
- THE AUCTIONEER HAS FINAL SAY ON ALL BIDDING MATTERS. ALL AUCTIONS ARE VIDEO AND AUDIO RECORDED FOR CLARITY.
- IN RARE INSTANCES, DUE TO THE DELAY BETWEEN THE AUCTIONEER CLOSING THE SALES AND THE BLOCK CLERK CLICKING THE "SOLD" BUTTON ONLINE, AN INTERNET BID CAN SLIP IN. ALTHOUGH THIS BID WILL SHOW UP ON YOUR COMPUTER SCREEN AS VALID (BECAUSE IT OCCURRED BEFORE THE CLERK CLOSED THE SALE), IT IS, IN FACT, NOT RECOGNIZED BY THE AUCTION AS A VALID BID, BECAUSE IT OCCURRED AFTER THE AUCTIONEER DECLARED THE VEHICLE SALE CLOSED.
- AMERICA'S ALBANY ACTS AS A THIRD PARTY BETWEEN THE BUYER AND THE SELLER. THE AUCTION RESERVES THE RIGHT TO UNWIND ANY SALE, FOR ANY REASON, AT ANY TIME. THE AUCTION IS NOT, NOR WILL EVER BE, BOUND OR LIABLE TO THE PURCHASE OF ANY ARBITRATED, UNWOUND, OR RETURNED VEHICLE. BUYERS AND SELLERS AGREE TO RETURN ANY AND ALL PAID FUNDS TO THE AUCTION, IN THE CASE OF AN UNWOUND DEAL. AMERICA'S ALBANY DOES NOT PURCHASE VEHICLES.
- ANY QUESTIONS OR SITUATIONS THAT MAY ARISE, THAT ARE NOT SPECIFICALLY NOTATED IN THIS POLICY, THE AUCTION RESERVES THE RIGHT TO REFER TO NAAA OR AMERICA'S AUTO AUCTION POLICY.

BELOW IS A FURTHER EXPLANATION OF POLICIES AND PROCEDURES.

Payments:

- Please remember that payment is due on the **day of the sale**, regardless of whether the title is in or not. If a check is left with us, or you have an ACH form on file, they will not be deposited/processed until the title comes in.
- Valid payments are required to be left with the auction before a vehicle will be released. This includes cash only dealers. We understand that cash must be deposited immediately, but you do have the option to write a check and leave it until the title comes in.
- Some sellers offer a 14-Day Float on their vehicles. Payment is due exactly 14 days after purchase, or a late fee will be assessed.
- Please remember, we call to let you know that your check or ACH is being deposited as a common courtesy to you. We are not required to wait until we get you on the phone to process your payment. Respectfully, please be aware of this.
- We are contractually obligated to floorplan vehicles the day they are purchased. We cannot wait until the title comes in, to floor a vehicle.
- Any vehicle not paid for on the day of purchase is subject to a late fee.
- America's Albany does offer WIRE transfers for your convenience.
- Any returned checks or ACH's will assess a \$175 return fee.

Storage:

- As most of you know, we are a land-locked auction, which means our space is limited. For us to continue to grow, and provide you with the most selection possible, we must be conscientious of our space.
- Starting on **January 1, 2026**, we will be charging storage fees for vehicles purchased and left on site for more than 7 days. We will be charging \$50 on day seven, and \$10 per day after that. This fee must be paid before any new titles are released to the buyer.
- If you are unsure if you have any vehicles here, please respond to this email, and we will be more than happy to get you an inventory report.
- Our goal is **not** to make money on storage fees. We simply need our space to park more vehicles that will run through our auction. This means more inventory for you as a dealer! WIN-WIN!

Titles:

- **Sellers**, titles are due within 7 days of a vehicle being sold, or a late title fee will be assessed. After 30-days after selling, a vehicle may be returned for lack of title. A \$250 Unbuy fee will be assessed if a vehicle is arbitrated for no title. Sellers may also be responsible for the cost of the buyer's return transportation.
- **Buyers**, to arbitrate a vehicle for no title, a 24-Hour notice must be given to the auction, and the vehicle must be returned to the auction before the title arrives. If you have given your 24-Hour notice, and the title arrives before you return the vehicle to the auction, the sale will remain completed.

Arbitration:

- All green or white light vehicles purchased online will be given an automatic post sale inspection. If you would like to be omitted from automatic inspections, we will need it in writing. Please be aware that if you opt out of post-sale inspections, there will be **NO** guarantee on the vehicles that you purchase online. You will essentially be purchasing a red-light vehicle. Post Sale Inspections are \$100.
- All vehicles under \$3,000 are red light, regardless of how it was run.
- All vehicles with more than 150k miles are red light.
- All vehicles exceeding 15 years of age are red light.
- A vehicle run under the white light is **only** guaranteed for the engine, transmission, and driveline, including 4x4 and AWD if applicable. Sale price must be over \$3,000. White light does not have an age or mileage cap.
- Green or white light vehicles purchased in-lane must be arbitrated within 1 hour of purchase time.
 - **"IF"** deals on a green/white light may be arbitrated, the same as a purchased unit would be. (1-hour timeframe) If the vehicle is not arbitrated within the timeframe, the buyer will be held to their bid until Friday at 2:00 pm eastern. The buyer may only turn down a deal if they are countered by the seller, or if the vehicle is successfully arbitrated.
 - Green or white light arbitrations must have a single repair needed more than **\$800**.
- All in-lane post sale inspections must be requested on the block at the time of purchase, this includes "IF/Offer" vehicles. The buyer will not be charged for the PSI if the seller rejects the deal/offer, and the vehicle does not sell.

Final Notes:

- **IN-LANE BIDDERS:** Please be aware that during the sale, without a physical bidder badge sticker, we are physically unable to sell you a vehicle. Without that bidder badge, our computer system doesn't consider you checked in and will not allow us to bill a vehicle out to you. Please remember to get a bidder badge and have it prominently displayed, at all times.
- When you **drop off a vehicle** for sale, please make sure it is properly checked in. If nothing is written on the vehicles, and a registration clerk is not notified that a vehicle was dropped off, we have no way of knowing whose vehicle it is.
- All requests to **pull out a vehicle** must be made 30 minutes before closing time. Please be aware, when a car is left in our unsecured, front parking lot, it is no longer considered in our care and custody. We are not responsible for vehicles left in our parking lot after business hours.
- We allow **test drives** at this auction. Test drives are allowed on Thursday mornings from 8:00 am until 10:00 am. After 10:00 am, vehicles will not be allowed to move from their spots. This is to allow us time to make sure all vehicles are in their designated spots before the sale begins.
- Please understand, we are not implementing these rules and procedures to make things more complicated for our dealers. Quite the opposite. Upholding these policies will allow us as an auction to provide a better, fairer, and more organized service to you. As we continue to grow, we want to grow in a more ethical and organized way. Thank you for your understanding, and for your continued support over these many years. Our one and only goal is to be the best auction we can be for our dealers!