

ARBITRATION FORM

ARBITRATION IS LIMITED TO A SINGLE ARBITRABLE DEFECT

CAUTION: IT IS THE BUYER'S RESPONSIBILITY TO FULLY INSPECT THE PURCHASED VEHICLE AND NOTE ALL DEFECTS SUBJECT TO RAA'S AUCTION AND ARBITRATION POLICIES. ONCE ARBITRATION HAS BEGUN, NO FURTHER DEFECTS MAY BE ARBITRATED. NO ARBITRATIONS ARE PERMITTED AFTER 4:00 PM ON THE DAY OF THE AUCTION.

NOT SUBJECT TO ARBITRATION:

- a) Red Light (As Is) vehicles.
- b) Vehicles sold for \$3,000 and under cannot be arbitrated for any reason except title brands and odometer issues.
- c) Inoperative vehicles (for any reason including Frame Damage).
- d) Air Conditioning defects not subject to arbitration.
- e) Rack and Pinion leaks or issues. (Unless the defect will not allow a safe test drive).
- f) Power Accessory defects not subject to arbitration if older than 4 model years.
- g) Engine Noise unless deemed excessive.
- h) Check Engine, ABS, Air Bag, Fluid Level, Seat Belt Lights are not subject to arbitration, however mechanical issues over \$600 that are the root cause of the light are subject to arbitration on Green Light units only. **
- i) Trailers, RVs, ATVs, motorcycles, and watercraft. (AS IS only).
- j) Kit vehicles, homemade vehicles, or modified vehicles are sold "As-Is" and cannot be arbitrated for odometer, frame, warranty books, or model year.
- k) 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.
- l) Manual Transmissions: Vehicles with standard transmissions cannot be arbitrated for manual clutches unless the defect will not allow a safe test drive.
- m) 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.
- n) 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.
- o) 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.
- p) All fluid leaks except fuel are not subject to arbitration unless deemed excessive.
- q) Government consignment, Collector & Exotic vehicles, modified, Kit built, Grey Market vehicles, Specialty Units, and Discontinued vehicle makes.
- r) Audio Visual Electronic Equipment is not subject to arbitration. Missing Navigation disc are not covered by arbitration.

**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).

RAA RESERVES THE RIGHT TO FIX ANY DEFECTS AT THEIR OR THE SELLERS EXPENSE BEFORE A VEHICLE CAN BE RETURNED.

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

ALL ARBITRATIONS OR RETURNS MUST BE IN WRITING ON AN RAA 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 INITIATED OR RECOGNIZED BY EMAIL, TEXT, PHONE CALLS, VEHICLE DROP OFFS, OR CONVERSATIONS OF ANY KIND.

ONCE A VEHICLE IS ARBITRATED THE VEHICLE MUST PHYSICALLY BE RETURNED WITHIN 48 HOURS IF WITHIN 75 MILES FROM THE AUCTION LOCATION OR 7 DAYS (VERIFIED) IF LOCATED MORE THAN 75 MILES FROM THE AUCTION LOCATION.

DUE TO LONGER APPOINTMENT WAIT TIMES, RAA WILL NO LONGER DO THIRD PARTY INSPECTIONS. THE ARBITRATION DEPARTMENT WILL MAKE THE FINAL DETERMINING DECISION REGARDING ARBITRATION.

ARBITRATION DECISIONS MADE BY THE AUCTION OR WITH THIRD-PARTY ASSISTANCE ARE FINAL AND NOT SUBJECT TO ANY FUTURE WARRANTIES OR GUARANTEES.

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