

## Dealer's Auto Auction of Oklahoma City, Inc.

### Local rules addendum to NAAA Arbitration Policy

Effective Date: April 17, 2017

The following "local" rules apply as allowed and indicated by NAAA Arbitration Policies.

1. All vehicles sold for \$2500 and under are sold "As Is", Red Light.
2. DAA/OKC does NOT require any announcement for Title Attached/Title Unavailable/Title Absent as outlined in the NAAA Blue Light Policy.
3. Vehicles with over 150 miles from auction listed mileage are NOT eligible for arbitration. This applies to mechanical arbitrations. Items such as late titles, branded titles, frame or flood damage, or items that might not be easily identifiable by the buyer until the vehicle arrives at his dealership, we will allow additional mileage as deemed reasonable by the auction. Reasonable should be distance to the buying dealership and back plus no more than 100 miles. Anything over that may void the arbitration or result in a reduced repurchase price. Mechanical issues remain a strict 150 mileage limit.
4. Late title time limit is 30 calendar days, with sale day being day 1. On all late title arbitrations, auction policy is, ONCE NOTICE IS GIVEN, to contact the seller and they then have 24 hours from the notice to produce the title or the arbitration is validated. This also applies to titles over 90 days as outlined below in item #5.
5. IF title is not produced within 90 days, the buyer has the option of returning the vehicle regardless of additional miles put on vehicle since purchase date AND the buyer is entitled to ALL his expenses, including but not limited to, floorplan fees, buyers' fees, transportation, and reconditioning (paint, body, and mechanical).
6. Arbitration is open until close of business on sale day. If a vehicle is placed into arbitration on sale day, DAA/OKC will notify the seller (or attempt to notify them) at that time. However, DAA/OKC may not finalize their check of the vehicle on that day and reserves the right to inform the seller the following day.
7. Should either a buyer or seller dispute the decision of the auction in the arbitration process, the auction will send the vehicle to a franchised dealership for a 3<sup>rd</sup> party inspection. The losing party pays the dealership service fee and DAA round trip transportation. If you do not want to be bound by this and possible charged this fee, you as a seller must release the buyer from the sale, or as a buyer, you accept the auction decision as final and keep the vehicle with no further arbitration possible.

8. Inoperative vehicles are sold As Is, Red Light, and NO Arbitration. The only reason an inoperable vehicle may be arbitrated is if the seller does NOT provide a title (late title rules apply). Branded titles, Rebuilt titles, Salvage titles, Flood damage titles, Not Actual mile titles, and similar issues are NOT arbitrateable. Seller also has the right to announce NO title, Bill of Sale only or Parts only and then, there is NO arbitration. Satisfy yourself before bidding or buying.
  
9. IF Sales are binding on the buyer until close of business on sale day. Auction will attempt to contact the buyer on sale day, but it is the buyer's responsibility to contact the auction to obtain final information. In the event of any confusion, the sale ticket date and time will be used to verify the time the sale was approved )this will cover cases where a buyer claims an auction employee told them the sale was not approved. The ticket proves at what time we sold the vehicle and is binding on all).