

AuctionLane

Terms of Service

Introduction

These policies and procedures form the basic agreement between the buyer, seller, and AuctionLane. All buyers, sellers, and their representatives who do business through AuctionLane are deemed to have read, know, understand, are subject to, and bound by these policies and procedures, as they may be amended from time to time. Lack of knowledge concerning these policies and procedures will not release buyers, sellers and their representatives from their obligations to abide by them. AuctionLane reserves the right to change or amend these policies and procedures as needed, at any time. AuctionLane also reserves the right to interpret these policies and procedures, and to decide all issues of dispute concerning same; AuctionLane's decisions shall be final and binding.

It shall be the responsibility of all buyers, sellers and their representatives to review and be aware of these policies and procedures, and any other rules of the AuctionLane program, including any revisions thereto, before doing business with AuctionLane. Buyers, sellers and their representatives who do not comply with these policies and procedures and other rules of AuctionLane, may be barred from doing business with AuctionLane immediately without written notice. These policies and procedures shall be the general policies and procedures of AuctionLane for all transactions, unless specific vehicles are subject to special programs, in which case the terms of the special program shall control the extent they are different from or additions to these policies and procedures.

AUCTIONLANE IS A PRIVATE BUSINESS THAT IS NOT OPEN TO THE GENERAL PUBLIC. ACCESS IS BY INVITATION ONLY. AUCTIONLANE RESERVES THE RIGHT TO REFUSE TO DO BUSINESS WITH ANYONE, AND REFUSE ACCESS TO ANYONE AT ANY TIME.

Registration

The following documents are required to complete the registration process:

1. Completed Dealer Registration
2. Current Dealer's License (must be for the address of the business)
3. One Month's Bank Statement
4. Current Surety Bond
5. Current Seller's Permit (showing sales tax number for address of the business)
6. Completed and signed Resale Certificate
7. Copy of current Driver's License and Social Security Card
8. Title Mailing Method
9. List of authorized buyers and their current salesman license, drivers, transporters and/or title carriers (a dealer who gives an agent authorization to act on their behalf shall assume responsibility for said person's conduct or actions, until written notice of cancellation is received in AuctionLane's office).
10. Provide annually, current copies of dealer's license, bond and updated Registration/Dealer Agreement.
11. For Corporation and LLC:
 - a) List of all officers.
 - b) Articles of Incorporation.
 - c) Personal guaranty.
12. Partnership dealers must provide a list of all owners and partners.

Auction Guidelines

1. Buyer and Seller must notify AuctionLane, in writing, of any changes in authorized representatives or ownership structure. Failure to notify AuctionLane will not release Dealer's obligations. Dealer is responsible for any and all transactions conducted by said representatives.
2. All communication regarding transactions, titles, etc. must be done through the auction unless permission is provided by AuctionLane. Failure to follow may result in termination of conducting future business with AuctionLane.
3. Any arbitration brought to AuctionLane after the allowed time frame will not be considered.

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4. Book sheets are provided as a courtesy only. This information is not to be relied upon as complete and/or accurate, and is not subject to arbitration, except with the Inspection Guarantee program.
5. All vehicles sold through AuctionLane are sold "AS IS", unless announced as Powertrain or Frontline Guaranteed or unless using the Inspection Guarantee.
6. "As is" vehicles may have issues/problems including, but not limited to, motor, transmission, airbags and/or frame/unibody damage.
7. Autocheck and Carfax will be considered, but not necessarily binding for arbitration.
8. All confirmed arbitration will be allowed the following options:
 - a) Agreement of a mutual adjustment between both parties.
 - b) Cancel sale and return vehicle (with allowed expenses outlined in specific areas).

Guarantees/Arbitration

As an accommodation to its customer, AuctionLane provides arbitration services for disputes that may develop between dealers, in connection with undisclosed conditions or breach of guarantees that may exist on vehicles that are sold through AuctionLane. Such arbitration services shall be performed at the discretion of, and pursuant to the arbitration policies of AuctionLane. In order to enter into arbitration, the buyer must give AuctionLane notice of the undisclosed condition or breach of guarantees within the time specified herein, depending on the type of condition or breach of guarantee. If the buyer fails to give notice within the specified time frame, AuctionLane shall have no duty or obligation to provide arbitration service, and the sale will be final.

General Buyer Responsibility

1. All Sales are Final!
2. Buyer must verify year, make, model, mileage and condition of vehicle, except when using Inspection Guarantee Program.
3. Incorrect emblems, window information, book sheets, etc. will not be subject for arbitration, unless using the Inspection Guarantee Program.
4. All vehicles are considered AS-IS and will only be subject to arbitration for odometer issues (10 years or newer, present and history) and title issues (present and history), unless Inspection Guarantee is used.
5. Honor bids. Failure to honor bid(s) will result in the auction reselling car. Should a balance remain, the dealer will be responsible for any deficit plus \$75 auction fee. If the balance is not paid, AuctionLane may file against Dealer's bond or pursue other legal means to recover any losses incurred, and Dealer will be barred from AuctionLane.
6. Any damage caused to any vehicle by a buyer or his representative in excess of \$250.00 shall result in the purchase of the vehicle(s) in the amount of the lesser of:
 - a) Consignor's dealer cost.
 - b) ACV to be determined by AuctionLane.
7. AuctionLane assumes no responsibility for lost/stolen radios, equipment or minor damage. This matter will **not** be arbitrated.
8. Speedometers will not be arbitrated.
9. A \$100.00 arbitration fee plus any inspection fees will be charged for all invalid arbitration.
10. Any fraudulent expenses reported will not be paid, and may result in termination of conducting future business with AuctionLane.
11. All expense receipts must be received within 24 hours of resolution of arbitration and/or unwind.
12. If sale is cancelled, vehicle must be returned within 3 business days.
13. If sale is cancelled, vehicles must be in like or better condition, miles not to exceed 500 from purchased mileage.
14. Any final sale that must be cancelled at seller's request, seller will be responsible for transportation and any reasonable documented expenses to be determined by the auction. Expenses cannot exceed the vehicle purchase price.
15. Vehicles that sell for \$400 or less can only be arbitrated for late title.
16. **Fair and Ethical Sale** - The sales made at an Auction are intended to promote fair and ethical treatment to both the Buyer and Seller. If Auction determines that the transaction is not fair and ethical to either party, the Seller and the Buyer agree that Auction may cancel the sale, at its sole discretion. Federal, State, and Local laws supersede these policies where applicable. This provision also applies to any clerical or administrative error made by Auction. Any arbitration conducted at Auction is subject to the Terms and Conditions of the Auction.
17. **Auction Notice** - The Buyer shall not surrender possession of the vehicle to any claimant, except as required by legal process, nor shall Buyer voluntarily pay or acknowledge the validity of any claim, without the prior approval of Auction. Time is of the essence. Any failure on the part of the Buyer, after becoming aware of said claim, to notify Auction of any claim in a timely manner or failure of the Buyer to cooperate in defending any such claim shall relieve Auction of any liability under this policy.
18. **Fees:** Please visit our website at AuctionLane.com to view our buy fees. Fees are subject to change without notice.
19. **Test-Drive Release and Waiver of Liability and Indemnity:** WHEREAS DEALER shall mean the undersigned, its officers, agents or employees; and WHEREAS DEALER wishes as part of its pre-auction inspection to test-drive certain vehicles prior to bidding on them at the auction, and AuctionLane is permitting the DEALER to test-drive these certain vehicles prior to bidding on them, the DEALER agrees as follows:
 - a.) **Test Drive:** Dealer shall not test-drive vehicles without permission, and only in areas and under the terms and conditions specified by AuctionLane, including obeying posted speed limits, and driving with seatbelts fastened.

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b.) Release: Dealer hereby releases, waives, discharges and covenants not to sue AuctionLane, its officers, agents, employees, or the consignor of the test-driven vehicle, from all liability, for any loss or damage and any claim or demands therefore, on account of injury to the person or property, or resulting in the death of the DEALER, while the DEALER is in, upon, about or outside the premises of AUCTION test-driving vehicles.

c.) Indemnity: DEALER hereby agrees to indemnify and save and hold harmless AuctionLane, its officers, agents, employees and the consignor of the test-driven vehicle and each of them from any loss, liability, damage or cost they may incur due to the DEALER'S test-driving of vehicles in, upon, about or outside the premises of AuctionLane.

d.) Assumption of Risk: DEALER acknowledges that no representatives, express or implied, are given regarding the condition of any vehicle to be test-driven. DEALER hereby assumes full responsibility for, and risk of bodily injury, death or property damage, due to the negligence of others or otherwise, while test-driving vehicles in, upon, about or outside the premises of AuctionLane. Any damage caused to any vehicle by a buyer or his representative in excess of \$250, shall result in the purchase of the vehicle(s) in the amount of the lesser of consignor's cost or Manheim Market Report value.

e.) Security Interest: DEALER hereby grants AuctionLane a security interest in, and right to set-off against, any sums or vehicles held by AuctionLane for DEALER's account, to secure payment for any damages caused by DEALER's test-driving.

f.) Miscellaneous: DEALER further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

General Seller Responsibility

1. If sale is cancelled and vehicle is returned, seller will be charged the purchase price of vehicle and any expenses as outlined in policies.
2. Any final sale that must be cancelled at seller's request, seller will be responsible for transportation and any reasonable documented expenses not to exceed the vehicle price.
3. If a vehicle is entered into arbitration, seller will be given the following options:
 - a) Have vehicle inspected. If complaint is verified, inspection fee will be charged to seller.
 - b) Offer an adjustment.
 - c) Cancel the sale (see specific area for expense reimbursement).

THE FOLLOWING, UNLESS REPRESENTED AS SUCH IN THE ANNOUNCEMENT SECTION ON THE BID SHEET, ARE THE ONLY ITEMS GUARANTEED THAT QUALIFY FOR ARBITRATION:

Title

The following documents are not acceptable, unless announced as such, on the inventory list/bid sheet:

1. Duplicate title applications.
2. Junk or Salvage Bill of Sale.
3. Lien documents and government sale documents.
4. Gray Market vehicles, including Canadian vehicles, or vehicles that do not meet USA standards.
 - a.) If announced as Canadian title, seller **MUST** provide the following documents: Customs Bond showing it has cleared Customs, Smog Certification and VIN Verification that meet BOTH State and Federal Emissions and Safety standards. If any of these items are NOT provided upon sale of the vehicle, the sale will be cancelled.
5. Foreign (non-USA) documents.
6. Paperless title certificates or transfers.
7. Any and all "Title Brands" or discrepancies which may affect a vehicle's value must be announced. Some examples include but are not limited to; Salvage, Not Actual Miles (NAM), Police, Taxi, Rental, Kit Car, Lemon Law Buy Back, Theft Recovery, Flood/Fire history. (Reference the NAAA policies)

Seller Responsibility

1. Provide a KSR or current registration, along with title and corresponding paperwork. If KSR or current registration is not provided, AuctionLane will charge a \$10.00 fee.
2. Title documents from all 50 states are acceptable, providing they are accompanied by documents necessary to register the vehicle in the state of purchase.
3. All penalties and fees associated with expired registration must be paid by seller or fees must be announced. This does not include current year's registration.
4. The Seller guarantees titles provided to AuctionLane are marketable, free and clear of all liens and encumbrances. For California, all late titles over 60 days are subject to sale being cancelled. For Nevada, Oregon and Arizona, all late titles over 30 days are subject to sale being cancelled.
5. Assignment Title Timeliness for Vehicles Sold Title Attached/Unavailable/Absent (Reference NAAA).
 - a. Seller has 30 calendar days for title to be received by our auction. (Sale day is Day 1).
 - b. In California, after a 60 calendar day period, it is the Buyer's option to return the vehicle or wait a reasonable period of time for the title. In Nevada, Oregon, or Arizona, after a 30 calendar day period, it is the Buyer's option to return the vehicle or wait a reasonable period of time for the title.

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- c. If, after 90 calendar days, Seller has not produced negotiable title and Buyer has not returned the vehicle, this title guarantee shall not apply and Auction shall have no duty to produce the certificate of title to the Buyer and shall have no duty to pay Seller.
6. Late Title
 - a. AuctionLane will not be responsible for any expenses incurred on vehicles returned for late title. (Reference NAAA)
 - b. Titles received after the maximum time defined in Auction Title Policy, may be subject to a late title fee. All expenses to obtain title will be charged to the Seller.
 - c. The seller will be given a reasonable amount of time to clear title issues arising from DMV clerical errors. The unit cannot be returned unless it is determined that the error(s) will take over 30 days to correct.
7. Unannounced Titles
 - a. If sale is cancelled for an unannounced title issue, i.e. salvage, prior rental, lemon law buyback, NAM, etc., the seller will be responsible for reasonable transportation expenses to and from the Buyer's dealership to Auction and reasonable documented expenses not to exceed the vehicle purchase price.
8. No Title issues – Seller Additional Fees (Reference NAAA)
 - a. If seller requests vehicle back for no title, seller will be responsible for the buy fee, reasonable transportation expenses to and from the Buyer's dealership to Auction, and reasonable documented expenses on vehicles returned for "NoTitle".

Buyer Responsibility

1. Late Title begins at 30
 - a. Notify AuctionLane of intent to cancel sale due to late title. No sooner than 30 days from day 1 of the sale date.
 - b. Allow 5 business days from notice, for AuctionLane to obtain title, before vehicle may be returned. The Seller has until 5pm on the 5th day to provide title. The buyer must return the vehicle no later than 12pm on the 6th day.
2. The Seller/Auction shall not be liable for any vehicle sale or repairs made by the Buyer before the title is received by the Buyer. If the title has been received at AuctionLane corporate offices, Buyer may not return vehicle. Buyer is required to notify Auction in a timely manner consistent with Auction policies before returning vehicles. If a valid negotiable title is presented within the Auction policies notice period, the transaction will stand. (Reference NAAA)
3. In the event a vehicle is being returned for late title and the title is presented free and clear before the unit arrives at AuctionLane, the vehicle WILL NOT be subject to unwind/arbitration for late title.
4. Late Title – AuctionLane will not be responsible for any expenses incurred on vehicles returned for late title.
5. AuctionLane may request a VIN verification from the buyer in order to provide correct title paperwork. It is the buyer's responsibility to provide the verification within 2 weeks of notice. If the VIN verification is not provided in the allotted time frame, the auction will have no responsibility to provide correct paperwork and the buyer will be accepting the paperwork AS-IS.
6. Any and all unannounced title issues must be reported to AuctionLane within 5 business days of receipt of title. Day One begins the day after buyer receives deposit notification.
7. Unannounced Titles -
 - a. If sale is cancelled for an unannounced title issue, i.e. salvage, prior rental, lemon law buyback, NAM, etc., the buyer will receive reasonable transportation expenses to and from our Auction and reasonable documented expenses not to exceed the vehicle purchase price. Buyer must provide verifiable receipts.
8. No Title issues – Seller Additional Fees (Reference NAAA)
 - a. If buyer chooses to return vehicles after the allotted wait time (60 days for California or 30 days for Nevada, Oregon, and Arizona) Buyer will be reimbursed for reasonable transportation expenses to and from our Auction only.
 - b. If seller requests vehicle back because no title can be produced, buyer will be reimbursed for reasonable transportation expenses to and from the Buyer's dealership to Auction and reasonable documented expenses not to exceed the purchase price of vehicle. Buyer must provide verifiable receipts.

Auction Responsibility

1. AuctionLane will examine all titles. If correct, title will be processed. If incorrect, title will be returned to seller for completion.
2. Seller will be paid within 2 business days of AuctionLane receiving correct and complete title documentation. Seller fees will be deducted from checks sent by AuctionLane for purchase price of vehicle.
3. AuctionLane may, at its discretion, cancel the sale or take the necessary steps to secure title, if seller is unable to produce title within the allowed 30 day time frame. All expenses in obtaining the title will be charged to seller.
4. AuctionLane has the right to Bond a title after 120 days and charge the Seller.

Odometer

Seller Responsibility

1. The seller must make an odometer disclosure that is complete and accurate for each vehicle, by indicating the current odometer reading and announcing one of the following, if applicable; if no announcement is made, the vehicle is assumed to have actual miles, and will be arbitrated as such.

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- a) **EXCEEDS MECHANICAL LIMITS (EML):** Vehicles with mileage in excess of the mechanical limits of the odometer should not be assumed to have any specific mileage.
 - b) **NOT ACTUAL MILEAGE (NAM):** Vehicles with actual mileage that is different from what is shown on the odometer, or true miles are unknown.
 - c) **BROKEN or INOPERABLE ODOMETER (INOP):** Broken, inoperable or replaced odometers must be announced, regardless of other announcements. NAM will be marked on the odometer disclosure statement.
2. If sale is cancelled for Not Actual Miles (NAM), the seller will be responsible for reasonable transportation expenses to and from the Buyer's dealership to Auction and reasonable documented expenses not to exceed the vehicle purchase price. Buyer must provide verifiable receipts.

Buyer Responsibility

- Vehicles 10 years and older are exempt and will not be arbitrated for mileage issues unless there is proof of odometer rollback.
- Vehicles found to have a broken or inoperative odometer must be brought to the attention of an AuctionLane employee and must be visually confirmed by an AuctionLane employee.
- If sale is cancelled and the vehicle is returned for broken/inoperative odometer, no reimbursement is allowed.
- Vehicles found to be Not Actual Miles (NAM), must be arbitrated within 5 business days from receipt of proof (such as title or KSR indicating a mileage difference). Autochecks and Carfaxes will be considered as a reference but are not a valid source for arbitrations.

VIN Plates

Seller Responsibility

1. All vehicles must have a visible VIN plate or otherwise announce as missing, altered, replaced or reassigned VIN's.
2. If sale is cancelled for missing or altered VIN, the seller will be charged seller and buyer fees only.
3. If sale is cancelled for a reassigned or replaced VIN's, the seller will be charged seller and buyer fees, and all expenses the buyer has put into the vehicle, not to exceed the sale price of the vehicle.

Buyer Responsibility

1. Must report any missing or altered VIN's upon receipt of vehicle.
2. If sale is cancelled for missing or altered VIN, no expenses will be reimbursed.
3. Reassigned or replaced VIN's must be arbitrated within 5 business days of receiving proof.
4. If sale is cancelled for reassigned or replaced VIN's, the buyer will be reimbursed for all reasonable and verifiable expenses put into the vehicle, not to exceed the sale price of the vehicle.

Frame/Structural Damage, Flood, Fire, Engine Changes and Fuel Conversions

Seller Responsibility

1. All vehicles that are 5 years old and newer, starting with current model year and have less than 100,000 miles, OR sell for more than \$7,500 regardless of year or mileage must be guaranteed for 2 calendar days upon verified buyer receipt, not to exceed 10 calendar days from purchase.
2. If sale is cancelled and the vehicle is returned, the seller will be charged seller and buyer fees, and reasonable one-way transportation.
3. If necessary, vehicles being arbitrated for frame/structural damage may be subject to Third Party Inspection conducted by a facility designated by AuctionLane. Depending on the outcome, the Seller/Buyer will be responsible of the inspection fee and any associated costs.

Buyer Responsibility

1. The buyer must notify AuctionLane within 2 calendar days upon verified receipt, not to exceed 10 calendar days from purchase.
2. Buyer may be required to produce qualified frame documentation or return vehicle for inspection within a reasonable amount of time, as determined by AuctionLane. If necessary, vehicles being arbitrated for frame may be subject to Third Party Inspection conducted by a facility designated by AuctionLane. Depending on the outcome, the Seller/Buyer will be responsible of the inspection fee and any associated costs.
3. If sale is cancelled and the vehicle is returned, only the inspection fee, if applicable, and reasonable transportation one way, will be reimbursed. No other expenses will be reimbursed.
4. Frame/unibody damage will be defined by AuctionLane with reference to the NAAA standards. Scrapes, scratches, jack/lift marks, clamp marks, minor corner tie-down marks not resulting from an accident, core support damage, damage in front shock towers on unitized bodies not affecting integrity and if vehicle measures to NAAA standards are non-arbitratable. Access holes (PDR) do not constitute Frame. Bumper and trailer hitches welded to frame are not considered frame damage. Vehicles with altered suspension are not subject to frame arbitration if damage is from alteration.
5. Announced Salvage titles are not eligible for arbitration.

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Air Bags

Seller Responsibility

1. The seller must guarantee the airbag on any vehicle that sells for \$5,000 or more, regardless of year or mileage.

Buyer Responsibility

1. The buyer must notify AuctionLane within 2 business days of receipt.
2. If sale is cancelled and the vehicle is returned, only the inspection fee, if applicable, and reasonable transportation one way will be reimbursed. No other expenses will be reimbursed.
3. Announced Salvage titles are not eligible for arbitration.

Powertrain Guarantee (PTG)

Seller Responsibility

1. Seller agrees (in addition to title, odometer, and VIN items listed above) the following if announced as guaranteed PTG:
 - a) Defects, as determined by AuctionLane, in the engine ("turbo is considered part of the engine"), transmission and drive train.
 - b) Items excluded: brakes, front end, differential, c.v. joints, fuel system, power steering, air conditioning and engine leaks, unless excessive and causing damage to the vehicle.
2. If sale is cancelled and vehicle is returned, the seller will be charged seller and buyer fees, any reasonable transportation cost, and any inspection fees, as determined by AuctionLane.

Buyer Responsibility

1. There is a \$250.00 deductible.
2. If arbitrated for engine, transmission or drive line assembly, buyer must return the vehicle and specify complaint within two business days of receiving vehicle. If vehicle has registered more than 100 miles, vehicle will no longer be eligible for arbitration.
3. If sale is cancelled, only reasonable transportation one way will be reimbursed. No other expenses will be reimbursed.
4. If complaint cannot be verified, buyer will be charged \$100.00 plus inspection fee.
5. Frame Damage rules still apply.

Optional Frontline Guarantee (FLG) – Applies Only if Announced by Seller as Frontline Guarantee

Seller Responsibility

1. Seller must guarantee (in addition to title, odometer, VIN, frame and PTG items listed above) the following, if announced as frontline:
 - a) Smog and Safety items.
 - b) All mechanical components.
2. If sale is cancelled and vehicle is returned, the seller will be charged seller and buyer fees, any reasonable transportation costs and any inspection fees, as determined by AuctionLane.

Buyer Responsibility

1. Cosmetic items are non-arbitratable, unless purchased using the Inspection Guarantee Program.
2. See PTG vehicle buyer responsibilities above.

Bidding Procedures

1. All bids must be submitted online through AuctionLane or by phone with one of our operation managers.
2. Changes, additions, deletions, and increases or decreases in bid amounts will not be allowed after 6pm the last day of the sale.
3. Bid mistakes, such as transposing numbers or bidding on the wrong line or car, will not release the buyer from the responsibility of honoring the submitted bid.
4. All bids submitted must be a minimum of \$75.00.
5. Tie bids will be awarded to first bid submitted. AuctionLane strongly encourages bidding online at AuctionLane.com, to avoid any fax/data entry delay or failure.

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Payment

Buyer Responsibility

1. All checks, cashier's checks or ACH Authorizations must follow the guidelines below:
 - a) Made payable to **AuctionLane**.
 - b) Include buy fee with purchase price of vehicle.
 - c) One check, cashier's check or ACH Authorization per vehicle transaction.
 - d) Business checks must match the purchasing Buyer's name.
 - e) Inspection Guarantee fee, BuyerShield fee, and/or transportation fee must be included if applicable.
2. The phrase "Do not deposit-will replace with cashier's check" (or similar) may not be written on checks.
3. Any returned check or failed ACH transaction must be replaced with a cashier's check within 2 business days and will be charged a \$100.00 fee. If three checks/ACH transactions are returned/failed within one year's time, AuctionLane will review, and may exercise the option to change payment status to certified funds only.
4. Any stop payment placed on a check for any reason, including vehicles in arbitration, will be charged a \$100.00 fee, and AuctionLane may exercise the option to change payment status to certified funds only.

Auction Responsibility

1. AuctionLane will hold check or ACH Authorization until title and registration documents are available.
2. AuctionLane will give the buyer notice that their check or ACH transaction will be negotiated the next day.

Title delivery

One of the following options needs to be chosen by buyer to obtain titles:

- a) Overnight at buyer's expense. Buyer must provide an overnight company and account number.
- b) Regular mail. Please note: AuctionLane is **not** responsible for lost titles processed through U.S. Postal regular mail.

Transportation

1. AuctionLane provides transportation using outside third party transportation companies.
2. Buyers are responsible for submitting transportation request the day the car is sold to avoid late fees.
3. Buyer has the option of being set up on automatic transport. Request for automatic transport must be submitted in writing.
4. If the vehicle is transported by AuctionLane, late fees will apply 2 business days after date of delivery.

Condition Report/Inspection Guarantee

Condition Report

1. AuctionLane will inspect each vehicle and generate a Condition Report, which bidders can access online.
2. AuctionLane groups all vehicles, in an "A", "B", or "C" Inspection **category** based upon vehicle year, miles and/or KBB Value. (see chart below)
3. Given the age and excessive miles of some vehicles in each category, AuctionLane is streamlining the inspection process giving you the cleanest Condition Report possible. Therefore, some items will no longer be arbitrable in specific **categories**.
4. The Condition Report is free of charge on every vehicle, but **NOT** guaranteed unless inspection guarantee is purchased. If the guarantee is purchased, there will be a \$95 charge.
5. A "toggle switch" icon will appear immediately upon accessing the report.

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Condition Report (cont.)

NOTE: In many instances, if minor cosmetic damage is visible in the photos it will not be arbitrable.

Vehicle Inspection Grade System

A Inspection	Year	Miles	Book
	15,16,17,18,19	Up To 79,999	\$12,000 and Above
	5 Model Years		
B Inspection	Year	Miles	Book
	07,08,09	80,000 to	\$11,999 to
	10,11,12,13,14	174,999	\$3,000
	8 Model Years		
C Inspection	Year	Miles	Book
	06 and Older	175,000 and above	Up to \$2,999

Vehicle Category is determined by meeting at least 2 of the above criteria.

Inspection Guarantee Arbitration **(Applies to All Vehicles with Ratings of 1.5 or Higher)**

1. All items inspected in each **Category** of car are guaranteed to be in good condition, unless otherwise noted. **The Condition report will only indicate items in need of repair and if the damage/issues are EXCESSIVE for that particular age and mileage of vehicle.**
2. **AuctionLane will not disclose issues/damages that are deemed NOT excessive for the age and mileage of vehicle and/or do not require immediate repair and does not significantly impact the value of the vehicle. If the damage/issue is considered normal (determined by AuctionLane) for the age and mileage, vehicle will not be arbitrated.**
3. Emission systems are not covered and will not be arbitrated.
4. Front or rear independent differential cannot be arbitrated if operable.
5. If the vehicle has power to all 4 wheels, whether it is operating perfectly or not, it is not arbitrable for the 4x4 system.
6. Clutch components cannot be arbitrated if operable.
7. If a vehicle is announced with aftermarket intake, the vehicle cannot be arbitrated for tuned or chipped engine.
8. Manual transmission cannot be arbitrated for manual clutches or components unless completely inoperable.
9. Motor/transmission arbitration will be limited to "internally lubricated" parts only.
10. The following will not be arbitrated unless the items require immediate replacement:
 - a. Lifters
 - b. Insignificant transmission and drive train shift shock, noise or backlash.
11. Vehicles over 8 years old and 100,000 miles will not have a frame/structural frame, unibody or paint meter report.
12. Condition Reports and Book sheets are guaranteed to be accurate (i.e. year, make, model, VIN, mileage, equipment).

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13. Condition Report and website pictures may be used to disclose damages and/or issues.
14. All Inspection Guarantee vehicles carry a \$500.00 deductible for arbitration.
15. Buyer has 24 hours from receiving vehicle to open arbitration. If sale is cancelled, Buyer will be responsible for transportation expenses.
16. If an error was made by AuctionLane on the Condition Report in excess of \$500, the buyer has two options:
 - a. Cancel the sale. If sale is cancelled, there will be no expense reimbursement.
 - b. Request an adjustment that is agreed-upon by AuctionLane. If an agreement cannot be reached, the sale will be cancelled.
17. It is strongly recommended that a copy of the Condition Report be used by the person/company at time of vehicle is receipt, in order to verify damage. Frame will be arbitrated within AuctionLane current regular policies.
18. A fee of \$100 will be assessed to the Buyer for invalid arbitration on a specific matter. Inspection is limited to the issue being arbitrated only. There is no charge if the issue is validated or the vehicle is unwound. CarFax, Autocheck and Kelly Blue Book reports may be considered on a case-by-case basis at the discretion of the auction. The Auctions decision is final.
19. Catalytic Converters will only be arbitrated if they are "Missing" and not announced on the Condition Report. Vehicles with OBD 2 codes pertaining to Catalytic Convertors on the Condition Report cannot be arbitrated. Functionality of Catalytic Convertors will not be arbitrated. If the vehicles exhaust system could not be inspected for Catalytic Convertors for any reason i.e. lowered vehicles, factory spec low vehicles, under body covers/shields, running boards, added equipment, under body damage, etc. will be announced as "Catalytic Converter-Not Inspected" and will not be arbitrated.
20. AuctionLane scans vehicle computers for active OBD-II codes. AuctionLane will announce all active codes and/or if drive monitors are not ready at the time of inspection. If monitors are announced "not ready" all subsequent codes that may appear will not be subject to arbitration. Pending codes are also not subject to arbitration.

CONDITION REPORT RATING SCALE

Grade 4.5 to 5.0, Extra Clean- Vehicle is in excellent condition, with only minor defects in panel surfaces as noted in the condition report. The body panels require no conventional body or paint work. There are no missing, broken, or damaged parts that require replacement. The interior compartment has no cuts, tears, or burns that require repair and does not show signs of wear. Vehicle is mechanically sound and all accessories are operable except for as noted in the detailed portion of the condition report. The overall grade score is an average of several different areas of the vehicle's condition and not to be used to determine the condition of any one area.

Grade 3.5 to 4.4, Clean- This vehicle will be better than average unit with minor chips or scratches in panel surfaces as noted in the condition report. This vehicle may require minor conventional body and paint work or removal of small dents that have not broken the paint using Paintless Dent Repair. The body of the vehicle may have had high quality conventional repairs. A minor missing or broken part may require replacement as noted. The interior is clean and will show minimal wear. The vehicle may have sustained cosmetic or light collision damage and been repaired to collision industry standards. Vehicle is mechanically sound, and most accessories are operable. The overall grade score is an average of several different areas of the vehicle's condition and not to be used to determine the condition of any one area.

Grade 2.5 to 3.4, Average- The average vehicle will have normal wear and tear (for example, parking lot dings, small scratches, chips and/or minor broken parts). It may require some conventional body and paint work, or replacement or parts as noted in the condition report. The interior shows signs of normal wear and usage, requiring repair or replacement of parts as noted. Prior repairs may have been performed on this vehicle at an acceptable quality level. The vehicle may have sustained cosmetic or light collision damage and been repaired to collision industry standards. Vehicle is mechanically sound but may require maintenance or minor repair. The overall grade score is an average of several different areas of the vehicles condition and not to be used to determine the condition of any one area.

Grade 1.5 to 2.4, Below Average- Vehicle shows signs of abnormal wear and tear. The body has dents, scratches, and body panels that may require replacement as noted in the condition report. Broken and missing parts are to be expected. The interior shows signs of excess wear with burns, cuts or tears, and non-removable stains as noted. This vehicle may have multiple prior repairs performed at substandard levels, which may include repaired or unrepaired collision. Vehicle may have mechanical damage that prohibits vehicle from operating properly. Repairs can be made, but engine and/or transmission may be in poor condition. Operation of accessories is questionable. The overall grade score is an average of several different areas of the vehicles condition and not to be used to determine the condition of any one area.

Grade 0.0 to 1.4, Rough- This vehicle has been severely abused or has sustained major collision damage but may be drivable. It is cost prohibitive to extensively recondition this vehicle by automotive industry standards. Although, operable, this vehicle is near the end of its useful life. Operation of accessories is doubtful. The overall grade score is an average of several different areas of the vehicles condition and not to be used to determine the condition of any one area.

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These are general guidelines for defining appropriate rating of vehicles. The vehicles have to be judged on their total condition, and not strictly whether they meet every line of the definition exactly. It is intended only to reflect the overall condition of the unit. This rating system takes into account the year and mileage of the vehicle.

Vehicles are rated by our Vehicle Condition Rating Scale

The numerical rating of a vehicle indicates the overall condition of the car

Vehicle Condition	5 Very Clean	4 Clean	3 Average	2 Below Average	1 Rough	0 Very Rough
Engine	No Issues Found Less Than 100,000 Miles (Ok)	No Issues Found Over 100,000 Miles (Ok)	Minor Repairs Needed	Moderate Repairs Needed	Major Repairs Needed	Inoperable
Transmission	No Issues Found Less Than 100,000 Miles (Ok)	No Issues Found Over 100,000 Miles (Ok)	Minor Repairs Needed	Moderate Repairs Needed	Major Repairs Needed	Inoperable
PowerTrain	No Issues Found Less Than 100,000 Miles (Ok)	No Issues Found Over 100,000 Miles (Ok)	Minor Repairs Needed	Moderate Repairs Needed	Major Repairs Needed	Inoperable
Exterior	Possible PDR	Slight Defects	Minor Repairs	Moderate Repairs Needed	Major Repairs Damage/Collision	Parts/Scrap
Tires & Wheels	Like New	Good	Average	Fair	Worn	Flat
Interior	No Wear	Slight Wear	Minor Repairs	Moderate Repairs Needed	Major Repairs Needed	Severe Wear

"A" Inspection

Year	Miles	Book
15,16,17,18,19	Up To	\$12,000
5 Model Years	79,999	and Above

All information on the Book Sheet is guaranteed to be accurate.

- Year, Make, Model
- Transmission Type - Auto or Manual
- Vehicle Identification Number
- Mileage
- Engine Size
- Optional Equipment

Normal wear and tear due to the vehicle's year, make, model, and miles cannot be arbitrated.

Engine

AuctionLane will disclose ABNORMAL and/or EXCESSIVE damage, wear, noises, missing, broken, altered or aftermarket items:

- Oil in water, water in oil
- Exhaust system
- Major Oil leaks, i.e. dripping onto the ground.
- Belts and hoses
- Intake System
- Smoke
- Battery
- Misfires
- Engine lights

Transmission

AuctionLane will disclose ABNORMAL and/or EXCESSIVE damage, wear, and noises.

- Transmission lights
- Transmission slippage
- Reverse and Overdrive

Powertrain

AuctionLane will disclose ABNORMAL and/or EXCESSIVE noise or damage in following categories:

- Anti-lock brake lights
- Shocks/Struts
- Soft or low brake pedal
- C.V. joints
- Tires will be noted by 32nds of inches
- Mismatched tires
- Tire pressure monitoring light
- Four-wheel drive systems
- Universal joints
- Front & Rear differentials
- Transfer Case
- Suspension
- Wheels & Tires
- Axle Assemblies
- Wheel Bearings

Exterior

AuctionLane will disclose ABNORMAL and/or EXCESSIVE wear, tear, scratches (excluding those that can be buffed out), dents, dings, rust, cracks, SUBSTANDARD PRIOR REPAIR, mismatched painted panels and broken items in the following categories:

- Exterior body panels
- Glass
- Convertible tops
- Alloy and premium wheels

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- Exterior lights
- Side mirrors
- Panels out of alignment

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Interior

AuctionLane will disclose ABNORMAL and/or EXCESSIVE wear, tear, damage, stains, missing and inoperative items in the following categories:

- Convertible and top operation
- Seats
- Dash
- Bezels
- Radio/Stereo (excluding CD & DVD's)
- Switches
- Headliner
- Kick Panels
- Door panels
- Air Bag (on vehicles that sell for \$5,000 or more, regardless of year or mileage)
- Air conditioning & Heater
- Moon and Sunroofs
- Gauges
- Indicator lights

NOTE – “EXCESSIVE”: AuctionLane will determine what is considered excessive. It will be based off of the age and mileage of vehicle in question. Wear and use that would be considered normal for the age, mileage and condition of the vehicle will NOT be disclosed therefore cannot be arbitrated.

“B” Inspection

Year	Miles	Book
07,08,09,10	80,000 to	\$11,999.00 to
11,12,13,14	174,999	\$3,000.00
8 Model Years		

All information on the Book sheets is guaranteed to be accurate.

- Year, Make, Model
- Vehicle Identification Number
- Engine Size
- Transmission Type - Auto or Manual
- Mileage
- Optional Equipment

Normal wear and tear due to the vehicle's year, make, model, and miles cannot be arbitrated.

Engine

AuctionLane will disclose ABNORMAL and/or EXCESSIVE damage, wear, noises, missing, broken, altered or specific aftermarket items:

- Oil in water, water in oil
- Overheating
- AFTERMARKET Exhaust/Intake Systems
- Major Oil leaks, i.e. dripping onto the ground.
- Smoke
- Misfires
- Engine lights

Transmission

AuctionLane will disclose ABNORMAL and/or EXCESSIVE damage, wear, and noises.

- Transmission lights
- Transmission slippage
- Reverse and Overdrive

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Terms of Service

Powertrain

AuctionLane will disclose ABNORMAL and/or EXCESSIVE noise or damage in the following categories:

- Anti-lock brake lights
- Brakes
- C.V. joints
- Tires will be noted by 32nds of inches
- Four-wheel drive systems
- Universal joints
- Front & Rear differentials
- Transfer Case
- Suspension
- Wheels & Tires
- Axle Assemblies
- Wheel Bearings

Exterior

AuctionLane will disclose ABNORMAL and/or EXCESSIVE wear, tear, scratches (excluding those that can be buffed out), dents, dings, rust, cracks, SUBSTANDARD PRIOR REPAIR, mismatched painted panels and broken items in the following categories:

- Exterior body panels
- Glass
- Convertible tops
- Alloy and premium wheels
- Panels out of alignment

Interior

AuctionLane will disclose ABNORMAL and/or EXCESSIVE wear, tear, damage, stains, missing and inoperative items in the following categories:

- Convertible and top operation
- Seats
- Dash
- Switches
- Headliner
- Door panels
- Air Bag (on vehicles that sell for \$5,000 or more, regardless of year or mileage)
- Air conditioning & Heater
- Moon and Sunroofs
- Indicator lights

“C” Inspection

Year	Miles	Book
06 and Lower	175,000 +	\$2,999.00 & Below

All information on the Book sheets is guaranteed to be accurate.

- Year, Make, Model
- Vehicle Identification Number
- Engine Size
- Transmission Type - Auto or Manual
- Mileage
- Optional Equipment

Normal wear and tear due to the vehicle's year, make, model, and miles cannot be arbitrated.

Engine

AuctionLane WILL MAKE A GENERAL OBSERVATION OF THE RUNNING CONDITION OF THE VEHICLE.

We will disclose ABNORMAL and/or EXCESSIVE noises, missing, broken, or SPECIFIC aftermarket items:

- Oil in water, water in oil
- Overheating
- AFTERMARKET EXHAUST/Intake System

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- Smoke
- Misfires
- Engine lights

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Terms of Service

Transmission

Vehicle was driven forward at least 100 yards, shifts normally, and shifts into reverse.

Powertrain

AuctionLane will disclose ABNORMAL and/or EXCESSIVE noise or damage in the following categories:

- Tires will be noted by 32nds of inches
- Four-wheel drive systems engage.
- Front & Rear differentials
- Transfer Case

Exterior

AuctionLane will disclose ABNORMAL and/or EXCESSIVE damage to the exterior of the vehicle including DENTS LARGER THAN 3" WITH PAINT DAMAGE, rust, cracks, and broken items in the following categories:

- Exterior body panels
- Glass
- Panels out of alignment

Interior

AuctionLane will disclose ABNORMAL and/or EXCESSIVE damage and/or missing items in the following categories:

- Seats (Wear and tear, operations not arbitrable)
- Dash
- Headliner
- Air conditioning & Heater
- Moon and Sunroofs
- Excludes mechanical

