

South Bay Auto Auction



13210 So Normandie Ave Gardena, CA 90249 Office: 310-719-2000, Fax: 310-243-1240

Arbitration

Arbitration services shall be performed at the discretion of and pursuant to the arbitration policies of the Auction. In order to enter into arbitration, the Buyer must give the Auction notice of the undisclosed defects, condition or discrepancy within the times specified herein (by 12 noon day after sale day and in the case of frame vehicles, within five days from sale date. Sale day is day one.) If the Buyer fails to give such notice, the Auction shall have no duty or obligation to provide arbitration services. It is important for the Buyer to present vehicles to arbitration only if they have readily apparent defects, conditions or discrepancies that have not been disclosed. ONLY the arbiter will handle arbitration through the arbitration office. THE AUCTION EXCLUSIVELY HAS THE FINAL DECISION ON ALL ARBITRATIONS.

1. The Auction guarantee will be in effect until 12 noon day after sale day.
2. All ten (10) year old and older vehicles, vehicles with over 100,000 miles, odometer discrepancies and broken odometers will be sold as-is unless otherwise announced.
3. Any vehicle sold \$2,500.00 or less is strictly as-is including frame.
4. If the Auction arbiter determines the Buyer's complaints to be without merit, the Buyer will be charged a \$150.00 arbitration fee. If the Buyer's complaint has merit then the Seller will be charged a \$150.00 arbitration fee plus reasonable documented costs, expenses and transportation of the vehicle, which Buyer has expended, not to exceed \$500.00 maximum. **Full Auction fees will be charged to the consigner on rejected vehicles.**
5. Any deliberate misrepresentation of a vehicle will be grounds for arbitration at the Auction's discretion. Deliberate misrepresentation may be grounds for terminating auction privileges.
6. The arbiter may invoke his right to make a judgment call that may differ from published policy.
7. Vehicles placed in arbitration must have a specific problem identified on the arbitration form. Arbitration is not an overall condition check of the vehicle, it is designed to verify or clarify specific problems found by the purchasing Dealer.
8. Fleet Lease/ bank sellers from time to time may be granted their own arbitration policies. Please refer to that specific seller's handout for up-to-date arbitration policy.

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Initials

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9. CARFAX information is solely decided by arbitration. It is the Buyer's responsibility to check. A vehicle may NOT be arbitrated due to any exception, event, odometer reading or any other discrepancy found in CARFAX, AUTOCHECK or any other vehicle history provider. It is the buyer's responsibility to correct any errors with the history provider. Auction may or may not provide assistance in this matter at its sole discretion. Auction may review vehicle history reports to prevent fraud but any arbitration decision based solely on vehicle history reports will be at the sole discretion of the auction. Auction decision(s) will be final and binding on all parties.
10. **TITLES:** SBAA guarantees title on vehicles sold through the auction. All titles must be free and clear of liens. All dealer consignment titles must be received within 30 days following the sale. All fleet lease/ bank sellers have 45 days to provide the title. During the allowed time frame the buyer has the rights to: **(a)** Return the vehicle to the auction for a full refund of the cost of the vehicle, **(b)** buyer fee, **(c)** transport charges, and **(d)** cost of expenses needed to prepare the vehicle for sale, not to exceed \$500.00. Appropriate receipts must support all expenses claimed, which will be verified by the arbitration department. Any amount exceeding the \$500.00 limit is not eligible for arbitration refund.

SBAA does not accept duplicate title applications or lien satisfied forms.

Salvage title units that are announced at auction are sold **AS-IS** and **are not eligible for arbitration for any reason.**

Intentionally misrepresented or altered odometers will be handled on an individual basis. State and federal agencies will be notified and the seller will be banned from the auction.

Printed Name of Dealer

Date

Signature of Dealer

SBAA arbitration decision(s) will be final and binding on all parties.