

# Wholesale Rules & Regulations



# REV. 1/22/25

These rules are subject to change at any time. It is your responsibility as a registered customer of State Line Auto Auction to know and understand these rules. In matters of interpretation of auction polices, the decision of auction management shall be final. Thank you

# ·ABS BRAKES

•ABS brake system · ABS LIGHT - NOT ARBITRABLE / Decision by arbitrator.

#### **•ADJUSTMENTS**

Any accepted price adjustment makes the transaction an "AS-IS Sale."

# ·AIR BAGS

•All vehicles with air bags must be complete. Missing bags & disconnected systems will be arbitrable, buyer has one week/7 Days.

#### **•AIR BAG LIGHTS - NOT ARBITRABLE**

#### **·AIR CONDITIONING**

•Air conditioning defects are NOT subject to arbitration or reason for rejection.

#### **·ARBITRATION**

•Any single Arbitratable defect which the arbitrator deems to be less than \$600 to repair is not a rejectable defect. Items specifically mentioned as "rejectable" or "non-rejectable" in these rules take precedence over the \$600 rule.

•Vehicles must be road checked within 60 minutes of purchase. Arbitration form must be completed within this 60 minute time period. Failure to arbitrate within 60 minutes cancels buyers' privilege to do so.

•IN THE EVENT THE VEHICLE GOES TO ARBITRATION BOTH BUYER & SELLER MUST AWAIT THE DECISION OF THE ARBITRATOR BEFORE LEAVING THE PREMISES. "NEITHER BUYER NOR SELLER IS ALLOWED TO RIDE IN VEHICLE WITH ARBITRATOR."

•The arbitrator will inspect only the defect(s) which are on arbitration form.

•Each vehicle is allowed one chance at arbitration. If price adjustment is made vehicle becomes AS-IS property of buyer, and is not subject to any further arbitration or adjustments. The decision of the arbitrator is final, and binding to both buyer and seller.

•Once the vehicle is paid for, it becomes the "AS-IS" property of the buyer with no further negotiation or arbitration possible, except for frame damage if applicable. Any vehicle deemed unsafe to drive by the arbitrator is rejectable.

•NOTE: USE YOUR DEALER LICENSE PLATE AND FASTEN SEAT BELTS WHEN ROAD TESTING.

#### ·"AS-IS" VEHICLES

•Vehicles sold for \$2,500 or less with "NO LIGHT" or "RED LIGHT" are "AS-IS".

•Sold with NO DRIVE. No Arbitration - Settle deal at once.

•Subject to any and all physical and mechanical defects, including frame, rust and missing catalytic converters.

•Reconstructed, Salvage, Police, Security, Flood Cars, Clips, Antiques (And All Vehicles 15 Years and Older), must be sold AS-IS

•Trucks Larger Than One Ton, R.V.'s, Motorcycles, Street Rods, Customs, Boats, Power Equipment and Other Miscellaneous Vehicles are AS-IS, Regardless of Price or Announced Conditions.

•NOTE: Odometer/mileage discrepancies must be announced even if sold "AS-IS".

#### · AWD, 2WD & 4WD

• There are no required announcements. It is the buyers responsibility to know what they are bidding on.

#### BRAKES

•Unsafe brakes are rejectable by the decision of the Arbitrator only.

#### • BUYER

•Pay For Purchases Within Sixty Minutes! \*If you're not going to PSI or Arbitrate

•It is the buying Dealer's responsibility to watch lights and listen to announced conditions as vehicle is being sold.

•Buyer must print and sign name on Block Ticket legibly.

•Check Block Ticket carefully before signing to be sure price & announced conditions are correct.

•Check Vehicles carefully; Arrive early and look vehicles over before they come across the block. DO NOT TEST DRIVE.

#### · CANCELLATION OF VEHICLES REGISTERED

•Canceling of numbers for pre-registered vehicles will be accepted up to 12:00 noon on Wednesday. After Wednesday 12:00 noon dealers will be charged for numbers not canceled or not used. NUMBERS ARE NON-TRANSFERABLE. No more than TWO numbers per lane may be canceled. No cancellations in any of the Express Lanes.

### · CANADIAN HISTORY

•Canadian History must be announced on models 4 years and newer.

#### · CANADIAN TITLES

•State Line Auto Auction will not accept Canadian Titles.

#### · CATALYTIC CONVERTERS/POLLUTION SYSTEMS

•Any missing catalytic converter or particulate filter must be announced subject to rejection unless sold As-Is.

• Catalytic converter housings that are tampered with are subject to arbitration.

•Buyer has 1 week (7 days) to report missing catalytic converter.

•Buyer must report missing catalytic converter as soon as possible. Decision of auction management shall be final.

#### · CHILDREN

•Children (under drivers license age) are not allowed at State Line Auto Auction. Avoid an embarrassing situation..... Leave your children at home.

#### · CLUTCH

•Not rejectable on four (4) year old models and older.

•Decision by arbitrator. Must be able to road test vehicle.

# ·SUNROOF/CONVERTIBLE TOPS

•Defects must be announced on 4 years and newer only. Determination of years based on calendar Year. All other years, No Arbitration. • CURRENT YEAR

•"Current Year" is determined by Calendar Year: 2025 models do not become "CURRENT" until January 1, 2025.

# · DEALERS ONLY

•This auction is for licensed and registered Dealers only. All Dealers must register in our office and provide us with information necessary.

# · DIFFERENTIAL/REAR END/TRANSAXLE

 $\circ No$  rejection for universal joints, c.v. Joints, or axle shafts.

•Drive Line noises that are inherent to Jeep / Dodge / Ford Products - Front & Rear Differentials will no longer be eligible for arbitration.

•No arbitration on noises or defects that are inherent or typical to a particular model or manufacturer, unless deemed "excessive" by the arbitrator.

# · ELECTRICAL SYSTEMS

•Charging Systems Defects on vehicles four (4) years old and older are not subject to arbitration.

•Buyer must be able to test drive vehicle.

# · ELECTRICAL VEHICLES

# •All complete electrical vehicles must be sold As-Is (no arbitration)

•Hybrid Vehicles on board charging system or batteries no arbitration. Sale Day only on vehicle.

# ·ENGINES

•Any vehicle with a non-original engine must be announced, including diesel & CNG conversions. Cracked or repaired cylinder blocks must be announced.

•Intake leaks on GM products will no longer be eligible for arbitration.

•No arbitration on noises or defects that are inherent or typical to a particular model or manufacturer, unless deemed "excessive" by the arbitrator.

•No Arbitration on engine noises that are inherent or typical to a particular model or manufacturer

•Cam Phaser Noise will no longer be considered for arbitration. (INCLUDES ALL FORD ENGINES)

•Vehicles with recently cleared codes and monitors not ready, will be subject to 7 day arbitration period.

# · FLOOD CARS

∘Must be sold "AS-IS".

•Must be announced "Flood Damage".

•If buyer finds valid evidence of flood damage that was not announced he must notify auction and return vehicle within twenty-one (21) days of purchase or vehicle is non-rejectable. AS-IS Vehicles are rejectable for flood damage.

# · FRAME DAMAGE

•No arbitration on vehicles sold for \$2.500 or less with <u>"NO LIGHT"</u> or <u>"RED LIGHT"</u> SEE " As-Is" Policy.

•Frame Damage (including rust) must be announced by Seller whether repaired or not.

•Radiator Core Support Damage is not arbitrable on ANY vehicle.

•Buyer must report damage to Auction as soon as possible and vehicle and paperwork must be returned to Auction no later than 12 noon the following Friday, so arbitrator can make final decision. Vehicle becomes the property of the buyer if not returned to the auction by deadline.

•Unibody Damage, rotted out floor sections, section repairs. Full Frame vehicles are limited to frame rails, cross members (except Bolt-on), Cab mount areas and Box floor supports over Frame Rails ONLY.

•Damage from normal use such as scrapes, hoist or jack damage and minor tie down damage is not rejectable.

• "BOLTED ON" components shall NOT be considered for Frame Damage Arbitration. Arbitrator's decision on frame damage is final.

### **·"GRAY MARKET" VEHICLES**

• "Gray Market Vehicles" will not be accepted for sale at State Line Auto Auction.

### · HOURS OF OPERATION

•Office is open week days 8:00 a.m. - 5:00 p.m. Saturday 8:00 a.m. - 11:00 a.m. Closed Sundays and Holidays.

# · "IF" SALES (HARD IF)

•"IF" sales are binding for 2 hour (120 minutes) from time of purchase. **Unless otherwise specified**. Any variation of time must be noted on block ticket.

### · LIABILITY

•State Line Auto Auction, Inc. is not the Bailor, Owner or seller of the motor vehicles consigned, and does not have control of or possession of same, and is not liable for theft, liability or property damage to any vehicle while on auction property.

•All Buyers and Sellers must understand and adhere to policies outlined in these Rules and Conditions outlined on the reverse side of the State Line Auto Auction "Bill of Sale Contract" (Block Ticket).

#### · LIGHT SYSTEM

•IT IS THE SELLERS RESPONSIBILITY TO MAKE SURE THAT ALL LIGHTS AND ANNOUNCEMENTS ARE CORRECT AS VEHICLE IS AUCTIONED. ALSO, SELLING DEALER IS RESPONSIBLE THAT YEAR OF MANUFACTURE AND MILEAGE IS CORRECTLY DISPLAYED AND REPRESENTED.

### **GREEN LIGHT - "SOUND"**

•Vehicle(s) sold for under \$2,500 with A Green Light are subject to all Green Light Rules.

•Buyers check thoroughly and road test every car, before settlement to determine if properly represented.

•Sellers may sell an over 100,000 mile vehicle as "Green Light" but must accept arbitration if applicable - Auction Management decision will be final.

•No single mechanical defect exceeding \$600 to repair.

oltems specifically mentioned as "rejectable" and "non-rejectable" in these rules take precedence over the \$600 Rule.

•Vehicles are subject to any and all visible defects. The buyer assumes responsibility for mechanical failure after leaving State Line Auto Auction.

•No Dealer Green Light Allowed

# YELLOW LIGHT - "DEFECT"

•Sold with a "Drive" subject to the following conditions which must be announced:

•Defects in engine, transmission, differential, nonstandard engine or transmission, major exceptions to original or advertised production specification for items deleted or added. Frame Damage (Repaired or Not) Including Rust.

# · LIGHT SYSTEM (Continued)

#### RED LIGHT - "AS-IS" - (see "AS - IS" section above.) **BLUE LIGHT - "TITLE ATTACHED/PAPERWORK"**

 Seller has 14 days to produce good title/paperwork. All T/A paperwork must be turned into office no later than 12 noon on second Friday following Sale.

•Vehicles lacking lien release must be sold "Title Absent". (See "RENTAL Section" below)

•Any vehicle which has been utilized as a Daily Rental vehicle must be sold under the Blue Light if rental company appears on title.

•Any cross outs on Titles, Repo Papers, or Affidavits attached to paperwork must be announced.

# MILEAGE LIGHT

•Over 100,000 miles and/or T.M.U. (True Mileage Unknown). These vehicles may be sold "GREEN LIGHT" OR "AS-IS".

# · LOT SALE

•Any sale in which the auctioneer does not state the selling price of the vehicle is considered a "LOT SALE".

• All "LOT SALES" are conditional until the buyer pays for the vehicle. Up until the time of payment, the sale is not binding on either party. •Once a "LOT SALE" has been paid for, the vehicle becomes "AS-IS" property of the buyer. Buyer needs to check "LOT SALE" vehicles very carefully before purchasing, since they are not arbitrable for any reason, including frame(unless sold following the vehicle crossing the block- then arbitration is subject to the announced conditions noted on the Auction Block Ticket.) All vehicles bought or sold on the premises must be processed through the Auction Office. Failure to do so WILL result in suspension of trading privileges at State Line Auto Auction.

### · OIL PRESSURE

•Lights and/or gauges must work properly. Arbitrator's decision on lights and gauges.

#### · POST SALE INSPECTIONS

#### •Post Sale Inspection Form must be initiated within 1 hour (60 minutes) from time of purchase.

•State Line Auto Auctions post sale office will make every effort to inspect vehicles in the order they are received efficiently and accurately. •Some delays are possible based on sale day volume.

• If a vehicle goes from "Post Sale" to the Arbitration Department, we will make every effort to make a settlement decision in the shortest time possible. In some instances, this time will exceed sixty minutes from start to finish, but State Line Auto Auctions intent is to make the proper decision concerning each and every vehicle. The decision of Auction Management will be binding as it relates to both the buyer and the seller. We want to make the "Right Call", and we appreciate your consideration.

# REGISTRATION OF VEHICLES

•Dealers wishing to pre-register vehicles may do so at 2:00 p.m. on Wednesday in person through close of business that week for the following week's auction. Numbers are non-transferable.

•Numbers may be reserved by phone starting Monday morning at 9:00 a.m.. No numbers will be given out on Saturday. •Any vehicle which arrives late and which will miss its pre-registered number by more than ten spaces will be placed at the end of its' respective lane.

•PLEASE ARRIVE EARLY ON SALE DAY TO ALLOW AMPLE TIME FOR VEHICLE PROCESSING AND

•PARKING. PLEASE STAY WITH YOUR VEHICLE UNTIL IT ENTERS THE REGISTRATION BUILDING.

#### · RE-RUNS

•The first ten (10) vehicles to cross the block (Fast Lanes: first five (5) vehicles) and be properly represented are eligible for an automatic re-run if not sold. The mere fact that a vehicle has a number of ten or lower does not qualify it for a re-run if the vehicle reaches the auction block late or is not properly represented. Automatic re-runs will begin one hour after start of lane that the vehicle runs in.

•Any vehicle may receive one free re-run at the end of the sale if not sold. This can be accomplished by signing up the car on the re-run sheet at the end of each lane. Vehicles will be run in the order they are signed up.

•Any vehicle which has been arbitrated and sale canceled will be run at end of sale, if requested. REASON FOR ARBITRATION MUST BE ANNOUNCED WHEN VEHICLE IS RE-RUN.

### · RENTAL VEHICLE

•Previous Rental Vehicles must be announced **only** if the previous Rental Company appears on the title.

Rental Company on lien release - No Announcement.

Rental History - No Announcement.

### · RETAIL CUSTOMERS

•DEALERS BRINGING RETAIL CUSTOMERS TO STATE LINE AUTO AUCTION WILL BE BARRED FROM DOING FURTHER BUSINESS AT STATE LINE..... Do not put yourself in an embarrassing situation.....The Management will not hesitate to revoke your privileges.

#### SAFETY

•DO NOT STAND IN YELLOW ZONES, IN FRONT OF VEHICLES, LIE UNDER VEHICLES, OR RACE ENGINES.

•Any vehicle judged to be unsafe by the auction may be denied the opportunity to run through the sale and/or may be subject to arbitration.

# · SALVAGE VEHICLES

•"Salvage" or "Reconstructed" vehicles must be announced as such and sold "AS-IS". Any prior salvage history must be announced,

even if vehicle has a "Clean" Title. "R" Titles must be announced as "Reconstructed" - the word "Reconstructed" must be said. · SELLER

•Announce your vehicles fairly and accurately. Your most valuable asset is your reputation. Don't jeopardize it by mis-representing your vehicles.

olt is the selling dealers responsibility to make sure that all announcements and lights are correct as vehicle is auctioned. Also, selling Dealer is responsible that year of manufacture and mileage are correct.

•Turn your paperwork in promptly.... Once you're sure the vehicle has not been arbitrated.

•Check the price on a sale ticket BEFORE signing to be sure it is correct.

•Seller must sign and print name on Block Ticket legibly.

### · SELLER (Continued)

•In the event of a vehicle buyback, the seller will be responsible for transportation expenses and any reasonable charges for work performed between purchase and buyback, as deemed fair by the Auction Management.

#### · SELLING PRICE

•If there is a dispute regarding selling price of a vehicle, AUCTIONEER'S word is final.

•Check the price on the sale ticket BEFORE signing it, whether buying or selling.

#### · SPEEDOMETER / ODOMETER

•Over 100,000 miles / 200,000 miles must be announced, even if vehicle is "True Mileage Unknown" (T.M.U.).

- •"T.M.U." and over 100,000 miles are NOT the same thing, and must be announced separately. Failure to announce either condition is mis-representation and vehicle can be rejected.
- •Inaccurate odometer readings, as checked on a "Measured Mile" basis, is reason for rejection, as determined by Auction.

•Auction will NOT become involved in mileage disputes on cars Model Years 2010 and Older.

•Must be announced if not working properly.

•Jumpy or erratic speedometer needle is not necessarily reason for rejection.

#### • STEERING COMPONENTS

•Vehicle is arbitrable if deemed "unsafe to drive" by Auction arbitrators. Arbitrator's decision is final.

•Power Steering Defects must be announced. Decision by Arbitrator only.

#### SUSPENSION

•Altered suspension must be announced. This includes lifted and lowered suspension.

•NO Post Sale guarantee. Test drive SALE DAY ONLY.

•Air ride suspension defects must be announced. Decision by arbitration only.

#### · TAXI & LIVERY USE

•Must be announced!

### TITLES

•Seller must announce all Salvage History, Re-constructed Titles, Repossession Paperwork, and Municipal Vehicles.

•Repossession Titles, Re-constructed Titles, Salvage Titles, and Lien Releases not present (Same as Title Attached).

• Seller must announce all Electronic Lien Releases.

•Any cross outs on titles, repo papers, or affidavits attached to paper work must be announced.

•Any and all "Title Brands" which may affect a vehicles value must be announced. Some Title Brands include, but are not limited to: •SLAA WILL NOT ACCEPT GOVERNMENT PAPERWORK

•The seller shall guarantee the title of the vehicles that are sold through the Auction. This guarantee of the Title or a transferable registration, warrants that all shall be free and clear of all lien and encumbrances, this includes any brand (such as Salvage, Junk, Reconstructed) noted upon the current or prior certificate of title unless such encumbrances were announced at time of sale through the auction for a period of four(4) years.

•The seller's liability under this title guarantee shall never exceed the Auction sale price (maximum amount) of the vehicle, this maxima amount shall be reduced by two (2%) per month following Auction sale date. All liability under this title shall expire and terminate four (4) years after Auction sale date.

•Lemon Law, Rental / For Hire, Reconstructed, Stolen Vehicle and insurance transfers.

•Auction will not be responsible for Titles mailed from Auction and not received.

#### · TITLE ABSENT

•If title does not accompany vehicle at time of sale, it must be announced. (Including lien releases)

•Seller has fourteen (14) days to produce title, regardless of announcements made from auction block.

•All T/A paper work must be turned into the office no later than 12 noon on Second Friday following sale.

•BUYER BEWARE: DO NOT INVEST MONEY IN ANY TITLE ATTACHED VEHICLE UNTIL TITLE IS RECEIVED. AUCTION WILL NOT BE

#### RESPONSIBLE FOR MONEY SPENT ON VEHICLE IMPROVEMENTS OR TRANSPORTATION.

•DO NOT SELL (WHOLESALE OR RETAIL) THE VEHICLE BEFORE RECEIVING THE PAPERWORK

•Vehicles may not be returned if title has already been mailed from Auction.

•Any vehicle returned must be in same condition as when sold.

•The above conditions also apply to any title attached deals not originally represented on auction block as such but discovered afterward that good title does not accompany vehicle - the acceptance of this condition is solely up to the buyer. IF ACCEPTED, ABOVE CONDITIONS APPLY AS STATED.

#### • T.M.U.

•Any vehicle sold T.M.U. (True Mileage Unknown) may be sold "AS-IS" or "GREEN LIGHT".

#### TRANSMISSION / TRANSAXLE

•Transmissions must shift properly in accordance with mileage and "normal" for type of vehicle.

•Excessive whine or noise may be subject to arbitration. Arbitration decision is final.

#### TWENTY FIVE HUNDRED DOLLARS

•All vehicles selling for Twenty Five Hundred Dollars or less with "NO LIGHT" are "AS-IS" regardless of conditions.

• This includes all physical and mechanical defects, including frame or rust defects unless sold with a "GREEN LIGHT".

#### · V.I.N. PLATES

•State Line Auto Auction reserves the right to reject the sale of any vehicle which has altered, missing, or questionable identification.

(As Judged By Auction)

•Re-assigned V.I.N. Numbers / plates, assigned by any State, must be announced. Once announced, these re-assigned V.I.N. Numbers / plates will not be a valid reason for rejection.

•Any vehicle on Auction premises is subject to inspection by State Police, F.B.I., and National Auto Theft Bureau.

#### **·VISIBLE DEFECTS**

Visible defects such as cracked glass, windshield, interior defects, etc., are not arbitrable.

#### · WARRANTY BOOKS

•The Auction assumes no responsibility for warranty books, key fobs, navigation disc's, etc.

# · YEAR OF MANUFACTURE

•State Line Auto Auction does not guarantee the year of any foreign car, antique vehicle, boat, custom car, street rod, tractor, R.V., large truck, motorcycle, camper, or other miscellaneous vehicle. The Auction will not become involved in any dispute.