



BookSheet Sale Policies

Introduction

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

It shall be the responsibility of all dealers and their representatives to review and be aware of these policies and any other rules of the ABS Auto Auctions program, including any revisions thereto, before doing business with ABS Auto Auctions. Dealers and their representatives, who do not comply with these policies and other rules of ABS Auto Auctions, may be barred from doing business with ABS Auto Auctions. These policies shall be the general policies of ABS Auto Auctions 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.

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

Registration

The following documents are required to complete the registration process:

1. Current Dealer's License (must be for the address of the business).
2. Current Seller's Permit (showing sales tax number for address of the business).
3. Completed and signed Resale Card.
4. List of authorized buyers.
5. Provide annually, current copies of dealer's license and bond.

General Auction Guidelines

1. ABS Auto Auctions reserves the right to interpret all policies and to decide all issues of dispute. ABS Auto Auction's decisions shall be binding and final.
2. No person under 18 years of age is allowed an online bidding password.
3. Free copies of ABS Auto Auctions policies and procedures are available online at www.absautoauctions.com, each sale branch location, or call the administrative office to have a current copy mailed to your business.
4. Tampering, vandalism or destructive behavior will not be tolerated.
5. Any issue brought to ABS Auto Auctions after the allowed time frame will not be arbitrated. **NO EXCEPTIONS!**
6. Book sheets and announcements are provided as a tool for bidding. This information is to be relied upon as complete and accurate, and is subject to arbitration.
7. All vehicles are sold as guaranteed.
8. All vehicles sold carry a 48 hour inspection period from the time of delivery.
9. Carfax and Autocheck will be accepted, but not necessarily binding for arbitration.
10. 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).



General Seller Responsibility

1. Complete disclosure of vehicle to include the following:
 - a. Accurate Booksheet
 - b. Current Odometer Reading
 - c. Smog and Safety Checked
 - d. Certified (meets manufacturers' certification requirements)
 - e. Any and All Paintwork (Bumper excluded)
 - f. Rental Car
 - g. Out of State Title
2. All bids and counter bids must be accepted or denied by 10:30 am following the day of sale; otherwise they will be posted as a no sale.
3. If sale is cancelled due to arbitration guidelines and vehicle is returned, seller will be charged the round trip transportation charge associated with the sale.
4. If any final sale is cancelled at seller's request because of a retail sale, the seller must notify ABS immediately by phone, and provide ABS with a copy of the report of sale, for documentation to the winning bidder.
5. If a vehicle is entered into arbitration, seller will provide ABS with a copy of the repair order and 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).

General Buyer Responsibility

1. All sales are final when vehicle has been properly represented by seller.
2. Buyer will honor all bids posted by 10:30 am following the day of sale. Failure to honor bid(s) may result in termination of conducting future business with ABS Auto Auctions.
3. Read all announcements on the detail page of the vehicle prior to bidding.
4. Verify the year, make, model, mileage, and represented condition of vehicle within the 48 hour inspection period from the time of delivery.
5. Assume a deductible of \$400 on all cars purchased for any unannounced items necessary to make the vehicle retail ready or certifiable (being able to meet manufacturer's certification requirements).
6. The \$400 deductible does not apply to normal smog and safety related expenses on fresh trades.
7. A \$75.00 arbitration fee plus any inspection fees will be charged for all invalid arbitration.
8. Any fraudulent expenses reported will result in buyer not being paid, and may result in termination of conducting future business with ABS Auto Auctions.
9. If sale is cancelled, vehicle must be returned to selling dealer within 3 business days following contact and approval by ABS.
10. If sale is cancelled, vehicles must be in like or better condition, miles not to exceed 25 miles (transportation mileage excluded).

THE FOLLOWING ITEMS ARE GUARANTEED BY THE SELLER AND THE \$400 DEDUCTIBLE DOES NOT APPLY.

Accurate BookSheet

Seller Responsibility

1. BookSheets are to be current and complete. Booksheets containing inaccurate information become eligible for immediate arbitration.

Buyer Responsibility

1. Notify ABS within the 48 hour inspection period.



Current Odometer Reading

Seller Responsibility

1. Verify the current miles on the vehicle you are selling.
2. If announced mileage is inaccurate enough to affect the book value, it becomes eligible for arbitration (transportation mileage excluded).
3. If announced mileage is inaccurate and makes the vehicle un-certifiable (when announced certifiable), then it becomes eligible for arbitration (transportation mileage excluded).

Buyer Responsibility

1. Transportation mileage may affect the book value when bidding. If the transportation miles are what change the book value, it is not eligible for arbitration.
2. If the transportation miles affect the certification requirements, it does not become eligible for arbitration.
3. Notify ABS within the 48 hour inspection period, or upon receipt of proof with documentation.

Paintwork and Body Conditions

Seller Responsibility

1. Announce all paintwork and dents on the detail page or the booksheet (bumpers are excluded).

Buyer Responsibility

1. Notify ABS within the 48 hour inspection period.

Certified

Seller Responsibility

1. If announced as being certified (meets manufacturer certified requirements) and it is not, then it becomes eligible for arbitration (transportation mileage excluded).

Buyer Responsibility

1. Buyer must notify ABS within the 48 hour inspection period.

Vehicle Standards

In order for vehicles to qualify for the BookSheet sale, the following requirements must be met:

Frontline Vehicle - A used vehicle that has been smog and safety checked by a new car dealer, is in good to excellent condition and is ready for retail sale.

1. Engine
 - a. Vehicle must pass California smog requirements.
 - b. Belts and hoses must be free of visible cracks (Fresh Trades Excluded).
 - c. Aftermarket equipment (such as superchargers, turbo, air induction systems, free flow exhaust and any item that may impede sale or smog of the vehicle) must be noted at time of sale.
 - d. Performance must meet factory standards.
2. Transmission and Centrifugal Velocity Joints (CV)
 - a. Automatics
 1. Automatics must shift properly through all gears (forward, passing and reverse) and be free of excessive universal joint noise.
 2. Overdrive and power modes must shift properly.
 - b. Manual Transmissions
 1. Clutch, pressure plate and throw out bearing may not have slippage or chatter.
 2. Must have ease of shifting throughout the shift pattern, including all forward and reverse gears.
 - c. Four- Wheel Drive
 1. Transfer cases must be in full functioning order according to factory specifications.
 2. Any modifications must be announced on the booksheet and/or details page of the website.
 3. Vehicle must shift from two wheel drive to four wheel drive upon demand.
 - d. CV Joints.
 1. Must be in full and functioning order.
 2. Boots may not have cracks or tears (fresh trades excluded).



3. Rear-end noise level may not be excessive according to manufacturer's decibel standards.
4. Braking Systems
 - a. ABS braking systems must be in full operating order. This includes pumps, lines and hoses.
 - b. Brake shoes must be at 50% minimum (Fresh Trades Excluded).
 - c. Brake pads must be at 50% minimum (Fresh Trades Excluded).
 - d. Rotors must be at 50% minimum and able to be turned in the event of brake vibration (Fresh Trades Excluded).
 - e. Parking brake must set and hold vehicle.
 - f. There may not be any excessive pedal or chassis vibration during braking (Fresh Trades Excluded)
5. Steering/Rack and Pinion
 - a. Steering pump must be free of leaks and pressure fissures.
 - b. Rack must be in factory working order and free of sticking and hesitation.
6. Interior Electrical
 - a. Air conditioning unit must be in full working order (Including pump, condenser, high pressure hoses and switches).
 - b. Cruise control operations must work properly.
 - c. All wipers, front and rear, must work properly.
 - d. Audio system must work on all bands, including compact disc (if equipped).
 - e. Electric windows must operate at all switching points, including master controls.
 - f. Sunroof/Moon roof must open and close.
 - g. Seats must work in all positions.
 - h. Seat belts must be in good condition and work properly. They must also have full range of extension and retraction as specified by the manufacturer's standards.
 - i. Gauges must be in proper working condition.
 - j. Seats and carpets must be free of rips, tears or burns.
7. Exterior Electrical
 - a. Headlamps must function at high and low beams.
 - b. Taillights, brake lights and turn signals must operate properly.
 - c. Emergency four-way flashers must be functional.
8. Tires and Wheels
 - a. Tires must have a minimum of 5/32 even tread life.
 - b. Passenger cars and light duty mini trucks must have two matching tires per axle.
 - c. Sport Utilities, Vans and Full-Size Trucks require four matching tires.
 - d. Spare tire, tools and jacks must be present in vehicle.
9. Frame
 - a. Must be free of non factory welds, cracks, excessive bends or tears.
 - b. Core support must be free of damage.
 - c. Frame rails must be free of welds, tears or rips (jack damage or clamp marks do not constitute frame damage).
 - d. NAAA standards will be used as a reference.
10. Body Exterior
 - a. Body must be free of dents requiring body filler.
 - b. Repaint of any panel must be announced (bumpers are excluded).
 - c. Paintwork must meet OEM standards.
 - d. Vehicle must be brush-touched if scratches are present.
11. Glass windshields must be free of cracks, non repairable chips and any damage that may obstruct vision.
12. Keys, Keyless Entry & Security Systems
 - a. Must have at least 1 master key.
 - b. If equipped with factory installed keyless entry/security system, must have at least 1 remote.



Fresh Trade

1. A used vehicle that has been traded into a new car dealer that has not been smog and safety checked, but is in good to excellent condition. Vehicle can be no more than 3 model years old including the current calendar year model, with a current odometer less than 50,000 miles (Calendar year 2008-Model years 2006-2008).
2. Any expenses related to normal smog and safety check requirements will not be considered in the buyer's \$400 deductible. The \$400 deductible applies only to visual unannounced repairs.
 - A. Normal smog and safety check requirements are to include, but not limited to:
 - a. Brakes
 - b. Oil Change
 - c. Air Filter
 - d. Tune-Up
 - e. Trans Service
 - f. Coolant
 - g. Small light bulbs
 - h. Batteries
 - i. Belts and Hoses

Guarantees/Arbitration

As an accommodation to its customer, ABS 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 the ABS Auction. Such arbitration services shall be performed at the discretion of and pursuant to the arbitration policies of ABS, providing the amounts in question exceed the \$400 deductible as described in the buyer's general responsibility. In order to enter into arbitration, the buyer must give ABS notice of the undisclosed condition or breach of guarantees within the time specified herein, depending upon the type of condition or breach of guarantee. If the buyer fails to give notice within the specified time frame, ABS shall have no duty or obligation to provide arbitration service, and the sale will be final.

Title

Seller Responsibility

1. Provide a KSR or current registration, along with title and corresponding paperwork. If KSR or current registration is not provided, ABS Auto Auctions will charge a \$10.00 fee.
2. Provide a title that is marketable and free and clear of all liens and encumbrances at the time vehicle is sold through ABS Auto Auctions.
3. Title documents from all 50 states are acceptable, providing non California titles are announced in the details page.
4. All penalties and fees associated with expired registration must be paid. This does not include current year's registration.
5. Provide title to ABS Auto Auctions within 30 days of sale date. All titles over 30 days are subject to sale being cancelled.
6. If sale is cancelled by ABS Auto Auctions for late title, seller will be charged for expenses up to \$750.00.
7. If sale is cancelled, seller responsible for round trip transportation charges.

Buyer Responsibility

1. Any and all unannounced title issues must be reported within 5 business days of receipt of title.

Auction Responsibility

1. ABS Auto Auctions will examine all titles. If correct, title will be processed. If incorrect, title will be returned to seller for completion.
2. ABS Auto Auctions 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 expense in obtaining the title will be charged to seller.



Payment

Buyer Responsibility

1. Payment is required by 10:30 am one day after a copy of the title has been presented, and the 48 hour arbitration period is complete.
2. All checks must follow the guidelines below:
 - a.) Made payable to ABS Auto Auctions.
 - b.) Include buy fee with purchase price of vehicle.
 - c.) One check per vehicle transaction.
 - d.) Any returned check must be replaced within 2 business days and will be charged a \$100.00 fee.

Seller Responsibility

1. Overnight title and reg. documents to ABS Auto Auctions after the 48 hour arbitration period is complete.

Auction Responsibility

1. ABS will overnight payment no later than 48 hours after title is received and the 48 hour arbitration period has expired.

The following items are unacceptable and will not be allowed. If any of these items are found to be true, and a vehicle does sell, the arbitration period does not apply, and the selling dealer is responsible for any and all charges incurred to the buying dealer, plus round-trip transportation charges. The selling dealer will also pay ABS any additional expenses incurred in verifying the buyer's claim.

Odometer

1. **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.
2. **NOT ACTUAL MILEAGE (NAM)**: Vehicles with actual mileage that is different from what is shown on the odometer, or true miles are unknown.
3. **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.

VIN Plates

1. Any missing, altered, replaced or reassigned vehicle identification numbers on dash.

Frame Flood, Fire, Engine Changes, Fuel Conversions & Inop Air Bag

Frame/unibody damage will be defined by ABS Auto Auctions 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. 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.

Title

The following documents are not acceptable

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.
5. Out of state titles that are not announced.
6. Paperless title certificates or transfers.
7. Theft recovery or branded titles (example: salvage, police, taxi, rental, kit car, lemon law and factory buy backs).