



716-549-4800



www.buffaloautoauction.com



5300 Lockport Road
Lockport, NY 14094

POLICIES AND PROCEDURES

GENERAL AUCTION POLICIES

1. Buffalo Auto Auction is a "DEALER ONLY AUCTION." The general public is not invited. You, the dealer will be held fully responsible for the actions of your guests. This includes drivers, mechanics, etc. Children (under legal driving age) are not allowed at Buffalo Auto Auction. All guests must be signed into the facility at the front auction office and must wear a badge that declares them as guests of the attending dealer. Again, registering dealer is responsible for all guests actions at Buffalo Auto Auction.
2. All dealers must be registered and approved before conducting business. The auction reserves the right to refuse service to anyone, at anytime.
3. No vehicle will be offered for sale without a vehicle identification number plate (VIN) or with a VIN plate that appears altered or marred in any way. All vehicles can be subject to inspection by federal, state, city or local law enforcement.
4. It is the sellers responsibility to announce the following: REPO HISTORY (MV950); STRUCTURAL FRAME DAMAGE; HAIL-DAMAGED VEHICLES; POLICE VEHICLES; TAXI CABS; COMMERCIAL VEHICLES; FEDERAL, STATE OR COUNTY VEHICLES; FLOOD DAMAGED VEHICLES; PREVIOUSLY SALVAGED (DAMAGED) VEHICLES; CANADIAN/FOREIGN VEHICLES; VEHICLES CURRENTLY TITLED IN AN INSURANCE COMPANY NAME; MANUFACTURERS STATEMENT OF ORIGIN (MSO); ALL MILEAGE ANNOUNCEMENTS. (e.g. Unknown miles, inoperable odometers, etc.). Sellers failing to announce accordingly will have to buy the vehicle back.
5. All vehicles consigned for sale, (EXCEPT THOSE WITH EXEMPT MILES), MUST BE ANNOUNCED as either actual miles, miles exceed mechanical limits, or mileage not actual.
6. All vehicles sold outside of the Auction Lanes, are sold "AS IS", no ride and drive or arbitration is allowed. Both the buyer and seller must inform the office of such a sale and sign the necessary paperwork to complete the transaction.
7. All sale transactions must clear through the auction office. Sales on the premises, which do not clear through the office, will be subject to a fee charge, and may be grounds for termination of business privileges.
8. Any vehicle meeting any ONE of the following criteria is sold "AS IS." NO ARBITRATION OF ANY KIND is allowed. Ride and drive privileges' do not apply.
 - a. Bringing less than \$ 3,000.00
 - b. Having 200,000 miles or more
 - c. 20 years old or older vehicles sold at the block "AS IS" are sold "with all its faults, no representation of warranty expressed or implied," regardless of sale amount.
9. The Seller has 14 days to produce a title to the auction for the buyer. Seller is required to produce a title that meets the guidelines and requirements of the State of New York. ALL franchise dealers fall under the "Late Title" guideline of 14 days. Failure to produce a title under these guidelines can result in the buyer having the option to return the vehicle to the Auction, to be picked up by the seller. The buyer MUST give the auction 24 hour notice of intent to return a vehicle for late title. Auction will contact the seller and notify them. If the title is not presented within 24 hours the buyer can return the vehicle. However, if the title is presented within the 24 hours the buyer still owns the vehicle. The vehicle shall not have in excess of 500 additional miles from the time of purchase. The buyer will be entitled to verifiable transportation reimbursement to and from the auction premises. **No other expenses will be reimbursed.** It is the responsibility of the seller to reimburse the transportation expenses and the auction fees. 24 hour notices can only be received by Sales Manager.
10. Titles and/or paperwork sent to the auction that is lost or damaged in transit is the sellers responsibility to replace. Buyer is responsible for the payment of sending documents via FedEx; the auction will not send any title work via USPS. You will be charged a \$35 fee to send paperwork.
11. All sellers not producing complete paperwork before noon the day after the sale will be charged a \$45 title attached fee.
12. Any check returned to the auction for non-payment will be subject to return fee of \$100.00. All returned checks must be paid in cash or cashier checks, no replacement checks will be accepted. After the first offense, Buffalo Auto Auction reserves the right to permanently suspend check writing privileges.
13. It is the Sellers responsibility to ensure that the year, make, model and odometer announcements are correct. This applies to all paperwork including the information displayed on the vehicle by the auction staff.
14. Buffalo Auto Auction will not guarantee the year of any vehicle, tractor, large truck, RV, camper, motorcycle, powersport or other miscellaneous vehicle. All specialty units run "AS IS".
15. All vehicles on Auction property are considered by our insurance as the Dealer's Responsibility. The auction does not insure and is not liable for theft, accidents and fire or by act of God (i.e. flood, hail, tornado, lightning, etc.).



POLICIES AND PROCEDURES CONTINUED

16. All warranties are those of the Seller only. The auction makes no warranties implied or expressed. The Auction is not a party to the contract of sale. The contract of sale is only between the Seller and the Buyer. Any agreements made between a Buyer and Seller, before, during or after a transaction must be printed on the block ticket to be valid.
17. All vehicles must have a Gate Pass in order to leave the auction property. Gate Passes are issued in the Auction Office by Auction Personnel.
18. Unannounced frame damaged units must be arbitrated within 48 hours of purchase and are the responsibility of the seller. All unannounced frame damaged units must be returned to the Auction, inspected by the Auction and must be verified by the Auction before the sale is void. Seller will be responsible for any cost incurred by the Auction for verification of damage. The buyer can be entitled to verifiable transportation to and from their lot to the auction. No other expenses will be reimbursed. It is the Sellers responsibility to reimburse the transportation expense and all Auction Fees. "AS IS" vehicles are not eligible for frame arbitration.

ARBITRATION POLICY

1. All "Green Light" units must have a post-sale inspection purchased for \$125.00 in order to arbitrate. Arbitration fee must be paid by the buyer regardless of arbitration outcome. Sellers can be charged a "Failed PSI" fee of \$125.
2. If you purchase a vehicle and would like a Post Sale Inspection, you have 1 hour from the time stamp on the block ticket to do so. After 1 hour, the unit becomes "AS IS" and is non-arbitrable. There are no exceptions to this rule and applies to IN LANE and ONLINE sales. Online buyers must call the office direct to request a Post Sale Inspection at 716-549-4800.
3. If you purchase a vehicle that is sold with any frame announcement the unit is sold "AS IS" regardless of lights.
4. CURRENT YEAR, current year model begins January 1.
5. Air Conditioning defects are not subject to arbitration or a reason for rejection.
6. Radios, Power Windows, Power Sunroofs, Power Antenna, etc. are not arbitratable.
7. All vehicles are left at the owners risk. Dealers who leave loose mounted accessories in or on the vehicle, do so at their own risk!
8. No rejection for universal joints, c.v. joints, or axle shafts only including front wheel drive backlash, noise in trans-axle, or vibrations.
9. Drive Line noises that are inherent to Jeep/Dodge/Ford-front & rear differentials will no longer be eligible for arbitration.
10. No arbitration on noises or defects that are inherent or typical to a particular model or manufacture, unless deemed "excessive" by the arbitrator.
11. Rear ends and transfer case noises are not arbitrable on vehicles over 100,000 miles unless deemed as excessive by the arbitrator; slight whine, vibrations and free play are not considered arbitrable.
12. Any accepted price adjustment through arbitration makes the transaction "AS IS". No further negotiation of arbitration possible, except for frame damage if applicable.
13. Clutch is non-rejectable as long as Arbitrator can road test vehicle; not rejectable on four (4) year old models or older
14. Non-working or missing air bags MUST BE announced on all vehicles originally factory equipped with S.R.S. Arbitration must be within one hour of sale. The Air Bag light being on is not arbitratable.
15. For AWD, 2WD & 4WD there are no required announcements.
16. The ABS light being on is not a reason for rejection. No arbitration on brakes or anti-lock brake systems
17. Radios or lack thereof, are not considered for arbitration.
18. Catalytic Converters/Pollution System- any missing or disconnected parts must be announced- subject to rejection unless sold "AS IS"
19. Check engine light; vehicles with the check engine light on DO NOT have to be announced
20. All complaints must be submitted within 2 hours of purchase. ALL Arbitration must be settled day of auction and prior to the vehicle leaving the premises. Arbitrator's decision is final on both the Buyer and the Seller.
21. Repairs to a vehicle must be \$800 or more for a SINGLE item to be considered for arbitration.
22. All DIESELS are sold "AS IS" without warranty or right of arbitration on the engine.
23. No Arbitration is allowed on missing or inoperative EPA or DOT equipment.
24. Visible exhaust smoke from any vehicle is non arbitratable.
25. Buffalo Auto Auction is not obligated to purchase a vehicle under any circumstance. In the event of a dispute between seller and/or buyer and the arbitration policy, the seller will retain possession of the vehicle and the sale will become void.
26. RED LIGHT "AS IS" announcement takes precedence over all other announcements.



POLICIES AND PROCEDURES CONTINUED

FREQUENTLY ASKED ARBITRATION QUESTIONS	CAN IT BE ARBITRATED?
Visible Defects - Glass, Convertible Tops, Rust, Head Liners, Upholstery	NO
Hail Damage	NO
Tire Problems	NO
Convertible Tops	NO
HVAC Issues	NO
Minor Oil Leaks	NO
Lifter Noise, Phaser Noise, Timing Noise (unless deemed excessive by Arbitrator)	NO
CV Boots, Wheel Bearings, and/or 4x4 Hubs	NO
Clutches (includes flywheel, disc, pressure plate and throw-out bearings)	NO
Clutch Issues on "DCT" (Dual Clutch Transmission) Vehicles	NO
Off the Block Sales	NO
Visible Body Damage	NO
Unannounced Theft Recovery History Due to Repossession (in error)	NO
Tires, Wipers, Brake Pads, Shoes, Rotors, Belts, Hoses, Lubricants/Fluids	NO
Timing Belts, Bulbs, Filters, Shock & Struts, Air Ride Suspension	NO
Diesel Vehicles	NO
Vehicles Without PSI Requested & Paid For	NO
Specialty Units	NO

OFF THE BLOCK AND IF SALES

1. All vehicles in all lanes are binding until 12pm the Friday after the auction.
2. "Off the Block Sale" vehicles are ineligible for arbitration and are 100% sold "AS IS"
3. "Off the Block Sales" are conditional until the buyer pays for the vehicle, the sale is not considered binding on either party.
4. All vehicles bought or sold through Buffalo Auto Auction property must be processed through the auction office. Failure to do so will result in suspension of Auction privileges at Buffalo Auto Auction.
5. Buffalo Auto Auction is not responsible for owning vehicles not paid for by buyers.

ODOMETER POLICY

1. Buffalo Auto Auction does not guarantee odometer readings, mileage statement, bill of sales, etc.
2. Buffalo Auto Auction does not guarantee miles indicated on any vehicle offered at the auction.
3. Seller must announce if the odometer is broken, and/or in excess of mechanical limits.
4. Buffalo Auto Auction will not become involved in mileage disputes, any irregularity in the odometer must be brought to the attention of the auction arbitrator on the day of sale.
5. Sellers are required to take back any vehicle with a documented odometer rollback problem.
6. All vehicles offered at the auction are subject to inspection by county, state, local and federal law enforcement officers.
7. Buffalo Auto Auction is not responsible for owning vehicles not accurately represented by sellers.

SELLING LIGHT DESCRIPTION

- GREEN LIGHT- "Ride and Drive"- Seller declares the vehicle is subject to all arbitration policies, and free of mechanical defects in excess of \$800.
- GREEN & YELLOW LIGHT- "Power Train Ride and Drive"- Seller declares the following components to be free of defects in excess of \$800: engine, transmission, transaxle or differential.
- YELLOW LIGHT- "Caution"- Reflects a defect has been announced on the vehicle by the Seller. No arbitration is available on the announced item.
- RED LIGHT- "AS IS"- Whereas no representation of warranty is expressed or implied. No ride and drive and or warranty in any manner.



POLICIES AND PROCEDURES CONTINUED

PAYMENT POLICY

All payments are due day of auction and must be made before the vehicle leaves the premises. Acceptable forms of payments are: Cash, Company Check, Cashier Check, ACH, Wire Transfer or Approved Finance Company. NO PERSONAL CHECKS CAN OR WILL BE ACCEPTED. Regardless if the title is present all vehicles must be paid in full. A late fee of \$100 will be added to each vehicle beginning at noon the next business day, and each week thereafter.

CONDITION REPORT FEE

The condition report fee is \$25 per vehicle and provides a visual and cosmetic inspection of the vehicle and AutoGrade; interior & exterior. Condition reports help the online buyers view photos and the vehicle information/condition prior to auction day.

PRE-CERTIFICATION FEE

This only applies when you purchase a Pre-Certification Inspection, cost is \$115 per vehicle. This will determine a vehicle's mechanical condition by inspecting the engine, transmission, structural integrity and more.

RE-RUN AND STORAGE FEES

Once the vehicle has run three (3) times at the auction you will be charged a re-run fee of \$75 for each following week. If the vehicle is not picked up the 4th week, you will be charged a storage fee of \$5 per day until picked up.

SERVICE	FEE
Post Sale Inspection	\$125
Late Payment Fee	\$100
T/A Title	\$45
Check Return	\$100
Condition Report	\$25
Pre-Certification	\$115
Additional Reruns after 3	\$75
Storage	\$5/Day
Fuel	\$10/Gallon
FedEx	\$35