



Post-Sale Inspection Policy

August 2014 Revision

Background/Overview

Tidewater Auto Auction (TAA) created its Post-Sale Inspections ("PSI") as a tool to keep deals together and provide dealers with peace of mind. A dealer purchasing a PSI has assurance that the vehicle purchased passed a rigorous test, was properly represented by the seller and that TAA guarantees that the vehicle meets the dealer's expectations. Further, TAA stands behind every inspection for 7 days after PSI completion.

PSI Policy

Vehicle Qualifications:

Green light vehicles (with no announcements) that run at TAA, including in-lane, online and OVE are eligible for a PSI. White light or any vehicles that have announcements are eligible for a PSI excluding announced items or items not guaranteed under the White light if sold under the White light. (See TAA Arbitration policies for specific items guaranteed under the White light.) Red light vehicles (As-Is) are only eligible for unannounced frame check if a frame check was purchased in addition to the PSI. It should be noted that a standard PSI does NOT include frame checks.

PSI Inspection Checklist:

The following items and areas are included as part of the PSI. Frame/Unibody & Mechanical Inspections check specific items contained within the list. The checklist applies to defects that are singularly \$500 or more to repair or replace and follow closely, the arbitration items on the auction's policies and procedures.

- Odometer Verification
- Transmission Engages & Functions
- Engine Function & Operation
- 4X4 System Engagement
- Emission Control Equipment Present (only looking for the presence of a catalytic converter)
- Air Conditioning System Compressor Engagement Check (can not be arbitrated)
- Supplemental Restraint System/Airbags Check (can not be arbitrated)
- Frame or Unibody Structure Checked for Damage (Only if frame check purchased separately.)

PSI Guarantee

- Depending on the type of Post Sale Inspection selected, all items checked in the Post Sale Inspection are guaranteed for 7 days after the sale.
- If an item or part that was inspected fails during that period, TAA has the sole option of replacing or repairing the item or buying the vehicle back from the buyer for the gross purchase price. Buy fees and inspection fees will not be reimbursed.
- In the event of a buy back, TAA will be responsible for reasonable costs pertaining to transportation back to TAA not to exceed \$150.
- Vehicles challenged for issues must have 200 miles or less accumulated on the odometer between the time of inspection and the challenge date.
- The Post Sale Inspection guarantee is not a buy-back policy but a guarantee of the operation and function of the items inspected.
- The Post Sale Inspection is not an extension of the TAA Arbitration Policy.

PSI Terms and Conditions

- The buyer is responsible for the PSI fee even if the vehicle fails inspection.
- Vehicles that pass the PSI and are later found to have arbitral items will be processed in the same manner as all other arbitrations. If the arbitral items found were missed on the PSI, TAA will be responsible for the arbitration in discussions with the seller.
- If a vehicle fails a Post-Sale Inspection and the buyer chooses to void the sale based on misrepresentations made as to the vehicle's condition, the vehicle would enter the arbitration process.
- Vehicle condition at the time of return must be the same or better as when purchased

- The following are not covered under the PSI policy:*
 - Antiques (20 years or older)
 - Diesel Motors* (Note – everything except the motor can be Green Light)
 - Hand-Built Exotic Vehicles (including but not limited to Aston Martin, Bentley, Bugatti, Dodge Viper, Ferrari, LaForza, Lamborghini, Lotus, Maserati, Maybach, McClaren, Panoz, H1 Hummer and Rolls Royce)
 - Homemade Vehicles*
 - Kit Vehicles*
 - Modified Vehicles
 - Motorcycles*
 - Recreational Vehicles*
 - Rotary Motors* (Note – everything except the motor can be Green Light)
 - Suspension issues on vehicles that don't render the vehicle unsafe to drive during auction inspection
 - Trailers*
 - Watercraft*

- TAA reserves the right to limit the number of times a Purchasing Dealer may participate in this policy
- TAA reserves the right to modify, alter, discontinue or terminate this policy at any time for any reason whatsoever, with or without notice
- If these Terms and Conditions are not satisfied, TAA's current Arbitration Policy will apply to any and all disputes

*All of these are sold "AS IS" as per the TAA Arbitration Policy and have no odometer or frame guarantee by the auction.