

GENERAL POLICY

DEALER REGISTRATION RULES: Each new dealer must complete an application and deliver to the Auction a copy of their dealer license, sales tax number, and a copy of the driver's license of all representatives attending the auction.

Any dealer who has not previously registered with us or has recently opened a new business will be required to buy on a "cash basis only" until his application has been approved. New dealers who have an active checking account, open for a year or more are usually allowed to buy or sell after a brief credit check.

The Licensed and registered dealer is responsible for all business transacted under his license by any authorized representatives.

Only licensed dealers complying with the motor vehicle regulations of their state may attend this auction. Each dealer must be registered with Southern Maine Auto Auction in order to buy or sell.

- All changes of ownership, authorized buyers, banking facilities, addresses and telephone numbers must be noted and recorded with our office at time of change.
- Once a unit with a 'drive' has been bid on and paid for, the unit becomes the "as is" property of the buyer.
- Southern Maine Auto Auction is never the owner of consigned vehicles. Title passes from seller to buyer at the instant the gavel falls.
- Care, custody, control, and security are the titled owners' responsibility at all times both on and off premises and subject to dealer's insurance. Southern Maine Auto Auction provides drivers as a courtesy.
- Any accepted adjustment makes the transaction "as-is".
- Any stipulations, promises, or guarantees made between buyer and seller must appear on the bill of sale before it may become part of the transaction. (SMAA assumes no responsibility for verbal commitments or guarantees.)
- Maine law dictates that all vehicles displayed for sale must have Maine Used Vehicle Buyer's Guide (window sticker) filled out, signed by selling dealer, and attached to the left rear window.
- Warning lamps: Check Engine, ABS, Airbag, Brakes, SRS, etc. are **not** subject to arbitration.
- All sales cancelled by mutual agreement must be reported to the office.
- The seller guarantees the year of any unit.
- SMAA will not become involved with the factory warranty of any unit regardless of year.
- Vehicles ten years or older, (calendar year) are not subject to arbitration for rust.
- SMAA does not guarantee odometer readings.
- SMAA does not guarantee the year of any house trailers, recreational vehicles, boats, boat motors, antique vehicles, motorcycles, or reconstructed vehicles. Satisfy yourself before settlement as the Auction will not become involved in any subsequent dispute.
- Personal checks and drafts are not acceptable.
- In matters of interpretation of Auction Policy, the decision of Auction management shall be final.
- Any vehicle or personal property left on the premises is done so at the owner's risk.
- All units registered at Southern Maine Auto Auction are subject to inspection by the State Police, D.M.V., the F.B.I., or N.A.T.B. Do not bring units for sale not bearing the proper V.I.N. plates.
- All repairs are calculated using an acceptable wholesale repair rate. The auction reserves the right to find a fair quote for the repair of the vehicle.
- Maine law dictates that all vehicles displayed for sale must be accompanied by a certificate of title unless fifteen years or older.
- Southern Maine Auto Auction reserves the right to amend fees from time to time with or without notice.
- SMAA allows vehicles to be test driven prior to Auction. Certain conditions apply. Vehicles may **not** be test driven within the lanes of our auction. Damage occurring during test drive is the responsibility of the dealer indicated on the plate. No test driving vehicles after 10:15.

BAD CHECKS

There will be a service charge on checks that, for any reason, do not clear. The check must be made good before any further business can be conducted at the auction. (Certified check or cash required.) The schedule of service charges is as follows:

| | |
|----------------------|-----------------------------|
| Under \$1000 | \$ 35.00 plus 2% per month* |
| \$1000—\$ 4995 | \$ 60.00 plus 2% per month* |
| \$5000—\$ 9995 | \$ 75.00 plus 2% per month* |
| \$10,000—and up..... | \$100.00 plus 2% per month* |

*compounded daily

There will be a service charge, on a per vehicle basis, for any vehicle not paid for on auction day. That charge is currently \$25.00 per vehicle, and may be amended without notice.

DIRECTIONS

From Maine Turnpike Interstate 95 (N or S) - Exit 75 in Auburn. Continue down exit ramp to light. You will see Southern Maine Auto Auction off to your right on the hill. Take a right onto Rte. 100 (Washington Street.) Go past the Irving truck stop to your first set of lights (about 500 yards) Take a left at this set of lights onto Station Rd. and go about 1000 feet. The entrance will be on your right.

Southern Maine Auto Auction

A division of Central Maine Auto Auction

TERMS & CONDITIONS

SELLING LIGHT SYSTEM

BUYERS: Watch lights and listen for announcements. Thoroughly check and road test on the highway every vehicle before settlement to determine if properly represented. **SETTLE WITHIN TWO HOURS!**

SELLERS: Sellers must announce cars fairly and accurately and must make sure that the selling lights are accurate and that any announcements appear on the bill of sale.

GREEN LIGHT "DRIVE"

SOLD WITH A "DRIVE" Any motor vehicle sold for \$1500 or more, with no single repair exceeding \$500 wholesale rate, excluding visible defects. Any green light vehicle sold for less than \$1500 automatically becomes a red-light transaction. Any vehicle 10 years or older (calendar year) cannot be arbitrated for rust, even if sold as a green light. Units sold under a green light do not have to pass state inspection. Units, other than motor vehicles, cannot be sold with a "drive".

AMBER LIGHT "LISTEN"

SOLD WITH A DRIVE, SUBJECT TO ANNOUNCEMENTS ON THE BLOCK (no rejection if noted on bill of sale). Seller is responsible for accuracy of lights and announcements such as:

- Any single mechanical defect which would require \$500 or more to repair. (wholesale rates)
- Defect in engine, steering or transmission
- Unsafe brakes (are not subject to arbitration.)
- Frame or uni-body damaged or repaired.
- Holes in frame
- Rebuilt units (totaled [insurance co. assignment] with 5 or more components replaced) MVT 103 must accompany title.
- Any government assigned V.I.N.
- Odometer— Seller must announce:
 - Odometer discrepancy.
 - Faulty odometer.
 - Mileage in excess of mechanical limits.
 - Auction does not guarantee mileage/odometer readings
- Flood cars or former service cars (six calendar days) police, taxi, etc.
- Liens— Security Interest— Attachments.
- Must disclose collision damage in excess of \$2000.

WHITE LIGHT "MILEAGE EXCEEDS MECHANICAL LIMITS"

ODOMETER READING EXCEEDS MECHANICAL LIMITS

RED LIGHT "AS-IS"

NO ARBITRATION. All Units sold "as-is" are **not** subject to arbitration for any and all mechanical or physical defects (including frame). All boats, outboard motors, motorcycles, antique autos, reconstructed vehicles, ATV's, snowmobiles, or flood cars are sold "as-is" and cannot be rejected for any mechanical or physical defect. **All units sold under \$1500 are "AS-IS."** All units 10 years or older have no frame guarantee for rust. In the calendar year 2010, any vehicle 2000 and older are not subject to arbitration.

- NO DRIVE- - SETTLE AT ONCE
- **ALL UNITS SOLD UNDER \$1500 ARE "AS-IS"**
- **NO FRAME GUARANTEE FOR UNITS 10 years old and older.**
- AS-IS UNITS MUST MEET FEDERAL AND STATE ODOMETER STANDARDS.
- AS-IS UNITS MUST MEET FEDERAL AND STATE TITLE STANDARDS.

BLUE LIGHT "ON LINE BID"

Current high bid is an online bid.

ARBITRATION POLICY

If the unit was not properly represented, file a complaint with auction management within two hours. In matters of auction policy the decision by auction management shall be final. The accuracy of the year and mileage that appears on title paperwork, and auction paperwork is the responsibility of the seller. Window markings are to be used as a guide only and it is the responsibility of the buyer to check accuracy. It is the **buyer's** responsibility when arbitrating a vehicle that it be in no worse condition than at time of sale. **Auction will not become involved with expenses incurred after time of sale.** Any dealer who materially misrepresents a vehicle which is turned down will be responsible for all fees.

NOT SUBJECT TO ARBITRATION

- **Units sold under \$1500 (even if green light).**
- Any accepted price adjustment automatically makes the transaction an "as-is" transaction.
- All exhaust defects
- Any arbitratable item not noted within 2 hours of sale.
- Warning lamps: Check Engine, ABS, Airbag, SRS, Brakes, etc.
- Plows, sanders, generators, add-ons, etc.
- Units needing minor adjustments and tune-ups.
- Leaky gaskets or seals, springs, shocks and struts.
- Glass, missing spare tires, wheels, or jacks.
- Repaired, refinished, or straightened sheet metal.
- Diesel engines.
- All frame or uni-body issues after 5 calendar days.
- Frame or uni-body rot if the repair is less than \$500 wholesale rate, SMAA discretion.
- Dodge drive line noise inherent to vehicle.
- Subaru engine noise inherent to vehicle.
- GM 3.1 engine noise inherent to vehicle.

UNACCEPTABLE TITLES

Titles with the following defects will not be accepted by Southern Maine Auto Auction:

- Alterations or wrong digits, improper reassignments, erasures, and missing forms.
- In accordance with state law, no vehicle may be sold or displayed without being accompanied by valid title certificate.
- TITLE DEFECTS— Seller must produce corrected documents within 14 calendar days.
- Titles which, in the opinion of the auction management, should not be marketed due to bulletins from government agencies.
- Units unaccompanied by valid certificate of title must be removed from display. Transactions discovered to have taken place on such units will be immediately void and of no binding effect.
- There will be a \$40 charge for the Title Defect announcement. (It may be possible to arrange for title assistance through our staff.)

YARD SALES

Any and all units purchased or sold on SMAA premises must be reported and transferred through the office. Failure to do so and future discovery may result in dealers auction privileges being suspended. All yard sales are as-is sales.

DEALERS ONLY

(No retail customers allowed).

Only Licensed dealers and their employees (Drivers) may attend this auction. Dealers who bring retail customers to this auction may be automatically barred. Unauthorized individuals will be considered to be trespassing and will be asked to leave auction premises immediately. **No children are allowed on auction premises.**

REGISTRATION POLICY

- No cancellations... Numbers reserved will be charged for.
- Dealers must make their own reservations.
- Reserved numbers are not transferable to other lanes or to other dealers.
- Titles must be received one day prior to auction and vehicles must be present by 9:30.
- Dealers are responsible for fees incurred by any and all of their authorized representatives.
- To expedite checking in, selling dealers are urged to ensure that the correct name and plate number are on their vehicles. Vehicles that are not marked will not be checked in until they are identified.
- Entry fees, if any, are to be paid the day of sale.