



1. All dealers must be licensed by their state, and registered at this auction before doing business. Dealers should try to register in advance of sale day to expedite registration.
2. The auction will issue a bidder badge each week which will be used for admittance an all transactions.
3. All units purchased must be test driven and paid for within (1) hour after the sale closes.
4. All titles submitted by seller must be in sellers' company name.
5. All transactions must clear through the office.
6. When seller fails to announce "No Title Present" at the block, the buyer has the right to reject the car.
7. Once a vehicle is registered it cannot be removed from the auction unless it has been offered for sale across the block.
8. Buyer is responsible to insure a vehicle is properly offered for sale at the block. The auction will not be responsible for administrative errors.
9. It is the seller's obligation to correct any errors made by the auction as to "announced conditions." It is the buyer's obligation to watch lights and listen to announced "conditions."
10. All police cars, taxi cabs, municipal cars, fire cars, flood cars, clips, salvage cars, reconstructed cars, motorcycles, boats, and trailers must be sold under the red light and announced as such.
11. Cars selling for \$2000.00 or less become "As Is" and are not subject to arbitration.
12. The auction does not guarantee the year of any foreign car, house trailer, motor home, boat, boat motor, antique, truck, dune buggy, or motorcycle. Satisfy yourself before settlement, as the auction will not become involved in any subsequent dispute.

13. All cars must have a gate pass before leaving premises. Any dealer removing a registered car that did not sell will be expected to pay the \$10.00 registration fee before being given a gate pass.
14. "If" sales are binding on the buyer until 3 pm on sale day. After this time period "if" sales may be turned down for any reason. "If" sales are under yellow light.
15. "Outside Sales" Are strictly between the buyer and seller and are not binding on either until the sale is consummated. The auction will not become involved in any arbitration procedures or be responsible for any defects on units sold outside the sale. NO OUTSIDE SALES ON SALE DAY.
16. The auction does not guarantee any warranty books or plates.
17. No foreign titles accepted.
18. The auction reserves the right to void any transaction.
19. The auction will require a seller to take back any vehicle with a documented odometer roll-back problem.
20. Cars left on the auction premises are at owner's request and risk. The auction shall not be held responsible for loss or damage, even though the keys and car may be placed in the auction's custody for services which are made available to customers on these terms.
21. The auction will not be responsible for providing Georgia registrations. We do not pay Ad-Valorem Taxes.
22. Seller will be responsible for all charges (Buyer and Seller fees) if he knowingly misrepresents the car.

REGISTRATION PROCEDURES:

TELEPHONE REGISTRATION: Friday through Wednesday, 8:00 a.m. to 5:00 p.m. Advance reserved numbers will be given over the phone beginning 9:00 a.m. on a first call best selection basis, with no exceptions. No phone reservation

numbers will be given on Thursday the day of the auction. Vehicle must be on premises to register on Thursday.

SALE DAY- THURSDAY

- A. Please arrive one hour before unit is scheduled to run. Late arrivals will be renumbered and run last.
- B. Please have driver stay with unit until it is numbered and registered. Make sure driver knows the year and dealer's company name for his unit. Sellers are responsible to insure all detailed information (year, make, model, engine, equipment, etc.), is properly represented. The auction will not be responsible for errors involving information provided by the seller.

Cancellations:

Dealers will be charged \$10.00 for every number that is cancelled on sale day. This also applies for NO SHOWS. This registration policy is intended to provide fair and equal opportunity for all customers of Perry's Auto Auction. The privilege of registering in advance will be extended to all customers so long as it is not abused to another customer's detriment.

Light System

Green Light – "Sound"

Selling dealer declares car is subject to all arbitration policies.

Yellow Light – "Caution" "Listen" or "If"

Selling dealer must announce any item subject to arbitration, non standard motors and transmission, major exceptions to the original or advertised production specifications for items deleted.

Red Light – "As Is"

Sold with no arbitration, unit is subject to any and all defects. All units sold for \$2000.00 or less become "AS IS" units. Police cars, taxi cabs, municipal cars, fire cars, flood cars, clips, salvage cars, reconstructed, motorcycles and boats.

Blue Light – “Title Delay”

Negotiable title does not accompany car, and may take up to thirty (30) days for seller to produce negotiable title. Buyer is cautioned not to spend any money on unit and not to put excessive miles on unit, not to damage unit and not to sell unit until negotiable title is received. After the thirty (30) day period, it is the buyer’s option to return the car, or to wait a reasonable additional period of time for the negotiable title. In the event that the title is not received by the auction within the thirty (30) day period, *special arrangements must be made with the Auction before the unit is returned. Auction management must be notified twenty four (24) hours prior to the return of the unit by the Buyer. If a Buyer calls to return the car for no negotiable title, and the auction has received, or mailed, title Buyer must keep car.* When a buyer has received clearance to return a vehicle because the negotiable title is late, or for any other reason, the seller is responsible for all auction fees due on the transaction. *The auction will not be responsible for transportation or other expenses of a returned vehicle.*

White Light –

Any unit in excess of 100,000 miles true miles unknown or broken odometer.

ARBITRATION POLICY

SUBJECT TO ARBITRATION –UNLESS ANNOUNCED CURRENT MODELS ONLY: Visible defects- Defective windshields – Paint work (except minor brush touch up) must be announced.

1. Frame damage or frame repairs must be announced.
2. Frame damage or frame repair (not including frame damage resulting from normal use: scratches, scrapes, jack or lift marks, minor tie down marks, not resulting from an accident) must be reported to the auction within seven days after purchase.
3. All cars are guaranteed by Seller against cracked blocks for a period of 48 hours after purchase.

4. Motor-Transmission-Rear End.
5. Drive-trains on front wheel drive and four wheel drive units.
6. Catalytic converters and/or Gas Tank Filler Restrictors removed from vehicles original so equipped, must be reported on sale night.
7. Any single drive train defect that exceeds \$500.00 to repair. As judged by auction mechanic – is subject to arbitration except for CV joints, which may not be arbitrated.
8. Ten years or older units are sold “AS-IS.” All diesels are sold Red Light “AS-IS” except for frame and odometer problems.
9. Any arbitration price adjustment eliminates arbitration for further mechanical defects.
10. Seller must announce vehicles not equipped with air conditioning unless unit is sold “AS IS.” Air conditioning defects are not subject to arbitration.
11. No Arbitration on the following:
Power accessories-computer control units, radios, stereo systems, cruise control, front ends, back lash, brakes, convertible tops, CV joints, air conditioning, ABS brakes SRS (Air Bag) units, diesel motors. Any unit unsafe to drive can be rejected.

ODOMETER POLICY:

Sellers must announce from auction block the following:

1. If odometer is not working properly.
2. If he has any knowledge that mileage on vehicle is different than mileage on odometer.
3. Mileage in excess of 99,999 miles/
4. Broken odometers, true mileage unknown, and mileage in excess of designed mechanical limit of 99,999 miles (live digit odometer) are specific conditions, and must be announced as separate conditions at the time of sale as the condition warrants.
5. Odometer readings must be in mileage, not kilometers.
6. Vehicles ten years or older –mileage is EXEMPT.

The auction will not become involved in mileage disputes on exempt vehicles.

BUYERS

Please examine cars before bidding and be familiar with all announced conditions of the unit. Please examine the serial number plate, and the mileage reading before leaving the sale. Listen to all calls at the block, look at all visible items. We suggest that you note sell or repair vehicle until title is received, no refunds for repairs.

SELLERS

Please have your units on the premises as early as possible, avoiding the last minute rush. Vehicles which are unsafe to operate will not be run through the auction lanes. Please represent your cars accurately and fairly. Be sure each vehicle has enough fuel to be test driven.

ID PLATES

Buyers and sellers should always use their ID plates to enter their cars for sale and sign for purchases. Dealers who fail to use their plates delay the processing of their deals. If you have lost your ID plate or it is badly worn, a new one will be made for you at the main office upon request.

THE DECISION OF THE AUCTION MANAGEMENT SHALL BE FINAL IN ALL DISPUTES.

The auction assumes no responsibility or liability for guests of participating dealers, including children. Auction Thursdays at 11 a.m.

Office Hours:

Mon-Thurs 8 to 5, Fri 8 to 3

478-237-8270 Office

478-237-6716 Fax

Please visit our website:

www.perrysautoauction.com