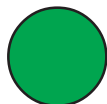


SALE – LIGHT SYSTEM

Vehicles are sold under the light system.

GREEN LIGHT: "SELLER GUARANTEE"

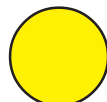


The green light signals that this vehicle is guaranteed under the conditions outlined in the Arbitration Policy section. Seller guarantees the lower engine (block, rod, crank); the transmission: automatic, manual-clutch, rear-end or final drive, 4 wheel drive.

Not ARBITRABLE under Seller Guarantee:

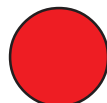
- Engine: lifters, Cam Bearing, Oil Leaks, or Oil Smoke,
- Head or Head Gaskets,
- Rear End: U Joints, Wheel Bearings, Grease Leaks, CV Boots,
- Front Wheel Drive: Back Lash,
- Air Conditioning

YELLOW LIGHT "ANNOUNCEMENTS"



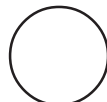
This light is an indication to the Buyer that the Selling Representative has made announcements that qualify the condition and limit arbitration of this vehicle.

RED LIGHT "AS-IS"



Vehicles selling under the red light will not be eligible for Arbitration but will still follow all other rules and guidelines of the auction. (ie, frame damage, T/A, title discrepancies, etc.).

WHITE LIGHT: "TITLE ABSENT"



This light is used to announce that the title is not present at the time of sale. Dealers have up to 30 days to turn a title into our office. If the light is off the title is in hand but may still require time for our office to complete.

BDAAv091019

ARBITRATION POLICY

Vehicles sold under a GREEN LIGHT that have any single instance of a specifically listed defect, condition, or discrepancy (see below) with an estimated repair cost of \$500 or more as determined by the Auction, that was not disclosed or announced at the time of the sale must be reported to the Auction within one hour following the sale of the vehicle in order to be eligible for arbitration:

- the lower engine (block, rod, crank);
- the transmission: automatic, manual-clutch,
- rear-end or final drive: CV joint, hub bearing, or axle

Any other defect or mechanical issue of the vehicle not dealing with the items above are NOT arbitrable regardless of cost of repair. **The arbitration period ends at the close of business on Sale Day.** The arbitrator will inspect only the defect(s) which are reported to him. Each vehicle is allowed one chance at mechanical arbitration. If price adjustment is made and accepted, the vehicle becomes "AS-IS" and property of the Buyer, and is not subject to any further arbitration for mechanical defects or adjustments. The decision of the arbitrator is final, and binding to both Buyer and Seller.

• Full payment for a purchase at ANY point indicates the Buyer's FINAL acceptance of the vehicle.

THIS PAMPHLET IS FOR INFORMATIONAL PURPOSES ONLY!

The information in this pamphlet is a summary of Auction policies and is not a complete list of rules/policies/guidelines/fees. The auction may from time to time change its policies without notice. Changed policies will be posted publicly. All patrons are responsible for familiarizing themselves with information posted in and around the Auction areas and are bound accordingly. Please re-familiarize yourself with the postings each time you attend the auction. Similarly, the latest dated version of this or any other printed material supercedes prior publications.

Bigg Deals
AUTO AUCTION INC

Sale every Thursday at 6:30pm

13135 Slone Court
Ashland, KY 41102

606-929-5505

Open to the Public!

Buy, where the dealer's buy!

**From I-64; Exit 185, less than a
mile North towards Ashland, on
left beside the Holiday Inn.**

**From Ashland; just past the
intersection of old Rt 60, on right
beside the Holiday Inn.**

Auction Rules & Policies

**"Buy where the
dealers buy!"**

**OPEN TO THE
PUBLIC!**

**SALE EVERY
THURSDAY
AT 6:30PM**

This is a copy of the Auction's policies and rules as well as an outline of the "light" system, and a summary of the Buyer and Seller's responsibilities.

If you have any questions, please ask one of our representatives!

Please note: rules and fees are subject to change without prior notice.

**13135 Slone Ct
Ashland KY 41102**

**606 929 5464 Fax
606 657 0353 eFax**

606-929-5505



eMail: BiggDealsAutoAuction@yahoo.com

On Web: www.BiggDealsAutoAuction.net

GENERAL POLICIES

- 1.) The auction makes no representation or guarantees as to the description, equipment, history, warranties, service policy, title status/accuracy or odometer on any vehicle sold or offered for sale.
- 2.) All vehicles bought or sold on the premises must be processed through the Auction office. Failure to do so will result in suspension of trading privileges at the Auction.
- 3.) The decision of the Arbitration Department is final and binding on both the Buyer and Seller.
- 4.) The Auction is not a party to the contract of the sale. The Auction is not responsible and does not guarantee the accuracy of odometer readings, odometer statements, or damage disclosure statements.
- 5.) The Auction reserves the right to interpret, imply, or waive any or all of the policies at its discretion and according to the circumstances surrounding each transaction. This Auction also reserves the right to refuse or revoke a buy card or gate pass, or to deny anyone admission to Auction property for sufficient cause and at the Auction's discretion.
- 6.) Any vehicle sold "AS IS" is NOT subject to mechanical arbitration.
- 7.) Any sale in which the Auctioneer does not state the selling price of the vehicle or "sell under the hammer" is considered a "LOT SALE". A lot sale item is always sold "AS IS" (red light). Once a "LOT SALE" has been paid for, the vehicle becomes "AS IS" property of the Buyer. Buyer needs to check "LOT SALE" vehicles very carefully before purchasing, since they are not arbitratable for any reason, including frame/unibody damage. Vehicles sold after crossing the block are still subject to the announced conditions noted on the Auction Block Ticket.
- 8.) All guarantees as stated by the Seller are those of the Seller only. The Auction does not make any guarantees, expressed or implied.
- 9.) The Auction does not guarantee information listed in Electronic Data Vehicle Histories (ie, CarFax, AutoCheck, etc.) and will not arbitrate solely on EDVH data.
- 10.) Engines/Rear End – No arbitration on noises that are inherent or typical to a particular model or manufacturer, unless deemed "excessive" by the arbitrator on non-warranty items.
- 11.) The Arbitrator will inspect only the defect(s) which are on the arbitration form. Each vehicle is allowed one chance at mechanical arbitration. If price adjustment is made and accepted, vehicle becomes "AS IS", property of the Buyer, and is not subject to any further arbitration for mechanical defects or adjustments. The decision of the arbitrator is final, and binding to both Buyer and Seller.
- 12.) All vehicles that are over 10 years old are considered exempt on mileage. The auction recognizes model year changes on January 1st.
- 13.) If a seller is not present at the time of sale the vehicle will be sold with an "IF". An "IF" is a vehicle sold pending bid or sale approval from the Seller. The sale is not finalized until both the Buyer and Seller are notified and approve the purchase/sale.
- 14.) Bigg Deals Auto Auction, Inc. is not responsible for items left in vehicles (ie, phones, radios/stereos, personal items.)
- 15.) BDAA Inc. is not responsible for loss due to fire, theft, or collision.



BUYER RESPONSIBILITIES

- 1.) All prospective buyers must obtain a free bidder's badge before bidding on any vehicles.
- 2.) Buyer will inspect the vehicle prior to the sale and immediately following the vehicle crossing the auction block. All paperwork must be signed and completed prior to inspecting the vehicle once it has been bid on.
- 3.) It is the Buyer's responsibility to familiarize themselves with the arbitration policies prior to bidding.
- 4.) The Buyer will follow Auctioneer's cadence on price – any misunderstanding concerning price must be addressed at the drop of the auctioneer's hammer.
- 5.) The Buyer will inform the Auction immediately of any discrepancies as to Seller's representations, warranties, and descriptions within the time frame as stated in this arbitration policy. Arbitration will be limited to the specific defects described by the Buyer upon placing the vehicle in arbitration. The Seller's responsibility on Seller Guarantee vehicles ends at the close of business on the sale day. Vehicles sold Seller Guarantee will be arbitratable sale day only.
- 6.) All individuals that buy a vehicle are required to pay a \$200 non-refundable cash deposit with the balance being paid by cash or credit/debit card (no personal or business checks) before the close of the sale. With Auction approval and an additional deposit, purchases may be extended but MUST be paid for in full by 3:00pm of the next business day after the sale. Failure to pay for a purchase will result in forfeiture of any and all deposits and may nullify the sale. Full payment for a purchase at ANY point indicates the Buyer's FINAL acceptance of the vehicle.
- 7.) Buyer agrees to be liable for any and all work done to a vehicle and any and all money spent on the vehicle prior to returning the vehicle to the Auction for any qualified condition or issue.
- 8.) Buyers should thoroughly check and test drive each vehicle they purchase. "AS IS" vehicles cannot be test driven as they are not arbitratable. If there is any problem, a complaint must be properly filed with the Arbitration Office within the established arbitration time limit. The Buyer assumes responsibility for mechanical failure after leaving the Auction once the arbitration period is over.
- 9.) It is the Buyer's responsibility to watch lights and listen to announced conditions before placing bids. Once the vehicle is sold the Buyer should check the Block Ticket to confirm the vehicle price and announcements are correct before legible printing and signing their name to the Block Ticket. The Auction will not arbitrate defects visible from the block or announced conditions.
- 10.) Mileage and other information written on the window of sale vehicle or in Auction Catalog is for the convenience of the Buyer and is not to be relied upon as accurate or complete. Buyers should satisfy themselves as to year, mileage and/or equipment by viewing the actual vehicle prior to bidding. The Auction will not arbitrate vehicles based on incorrect information written on a vehicle or in the catalog.
- 11.) The Buyer is responsible for any pending sale from arbitration.
- 12.) It is the Buyer's responsibility to ask about title availability prior to purchasing the vehicle. After the 30th calendar day period, it is the Buyer's option to return the vehicle or to wait a reasonable period of time for the title. If the title is accepted by the Auction before the Buyer returns the vehicle, the Buyer will no longer have the option of returning the vehicle no matter how long it has been. To return a vehicle for lack of title, the buyer must give one (1) business day notice of their intent to cancel the transaction and the vehicle must be received, inspected and signed off by the Auction before the buyer return is final. Vehicles returned must be in the same or

BUYER RESPONSIBILITIES (cont)

- better condition or will remain the property of the Buyer regardless of title issues.
- 13.) The Auction does not accept returns for unannounced title brand issues on vehicles purchased for \$1000 or less -or- 15 or more years old.
 - 14.) A Buyer's decision to return or keep a vehicle for title discrepancy must be made within four (4) business days after notification of said discrepancy.
 - 15.) Buyer must notify the auction of frame damage within five (5) business days after sale date of vehicle.
 - 16.) The Auction is not permitted to offer Temporary Tags. *"...a Motor Vehicle Auction Dealer may not issue a temporary tag for another person's vehicle sold through an auction." (Kentucky Motor Vehicle Commission Dealer Handbook p9)*

SELLER RESPONSIBILITIES

- 1.) Seller will be held responsible for the accuracy of any representations made by Seller through the Auctioneer at the time of sale and verified on the auction block paperwork or by any recording the auction may possess – independent of vehicle "light" designation or guarantee offered. The seller should make sure any announcements that need to be made are on the paperwork. This includes year, model, mileage, announced conditions, and the corresponding lights under which the vehicle is being sold. Any known defects must also be announced.
- 2.) Mileage announcements are not required on vehicles deemed exempt from Federal/State Odometer and Title disclosure laws unless a mileage discrepancy is known or apparent to the Seller.
- 3.) In the event a vehicle is brought back to the Auction for a qualifying reason (a reason that the Auction deems necessary) i.e. T/A, unannounced title brands, odometer issues, frame damage, flood damage, etc. The Seller is responsible to the Auction for the sale price plus any fees the buyer has paid to the Auction such as buyer fees, post-sale fees, etc.
- 3a.) An additional fee (\$90) will be assessed to the Seller on vehicles returned by the Buyer for lack of title where the Seller has not produced the physical title to the Auction office within 30 calendar days of the original sale date.
- 4.) Title discrepancies must be announced, including salvage, previous salvage, theft recovery, not actual miles (previously TMU), odometer replacements, flood/fire history and Lemon Law buybacks or any other title brands that may exist.
- 5.) It is the Seller's responsibility to ensure that a sold vehicle's title is **negotiable in the state in which the Auction resides** and that the title is clear of all liens and encumbrances.
- 6.) Seller is responsible for correct VIN numbers on titles and vehicles.
- 7.) All 2-wheel drive, multipurpose and utility-type vehicles that have the appearance of being 4-wheel drive* must be announced. Vehicles with missing air bags must be announced. (*as determined by the Auction).
- 8.) All police cruisers, taxis, or other commercial purpose vehicles must be announced. These units will be sold 100% "AS IS" unless otherwise announced.
- 9.) It is your responsibility to familiarize yourself with the Auction Arbitration Policies.
- 10.) It is your responsibility to ask policy or rules questions *before* conducting business.
- 11.) A "NO SALE" fee will be assessed on vehicles submitted by licensed dealers that run over the block but do not sell.