

Brasher's Rules & Policies

Updated February 1st, 2010

Welcome to Brasher's!

When the first Brasher's auction opened in 1949, it was founded on the principle that service to our customers was our #1 responsibility. We are as committed today as we were back then to doing everything we can to aid our customers in each step of the buying and selling process.

At Brasher's, we try to treat our customers with the same level of courtesy and attention that we expect ourselves. As part of our effort to deal equally and fairly with all of our customers, we have developed the following rules and policies. We encourage you to review them carefully with your auction representatives.

Welcome to Brasher's Auto Auctions. We hope you will find your business day with us an enjoyable and profitable one.

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I. Participation Policies

Dealer's Auction: Only authorized representatives of licensed dealers and dismantlers whose applications have been approved are allowed to participate in the Auction.

Retail Buyers are prohibited.

Auction Disclaimer: The Auction makes no representations or guarantees as to the description, equipment, condition, availability or validity of factory warranty or odometer reading on any vehicle. All representations and warranties are made by or on behalf of the seller.

Terms of Sale: All of the terms of sale printed on the front and back of the invoice, printed in this manual, or posted on Auction premises are binding on all parties to each transaction at the Auction.

Outside Sales: The appropriate sale and buy fees are payable to the Auction on any transaction where contact is made on the Auction premises, whether or not the vehicle is sold on the auction block.

Consigned vehicles may not be cancelled or withdrawn on sale day.

Online Sales: Clicking on the "Place Bid" or "Buy Now" button obligates the Buyer to complete the transaction. Dealer will be held responsible for all transactions conducted using their login credentials. The Auction must be notified immediately in writing if Dealer suspects unauthorized use of their email and password. Auction reserves the right to charge a higher buy fee for online purchases.

Enforcement: The Auction reserves the right to enforce, interpret or waive these rules and policies according to the circumstances of each transaction in order to assure equitable treatment of all parties.

Sellers Assignment to Auction of All Rights Against Buyer and Buyer's Bond: If Auction discharges Buyer's obligation of payment to Seller, Seller hereby assigns and transfers to Auction all of Seller's rights in the vehicle and sale, including any title or security interest, right to timely payment of the purchase price, and specifically including without limitation Seller's right to recover under Buyer's bond for violation of ORS 822.045(l)(j). This assignment is in addition to and does not limit Buyer's obligations or Auction's rights under any other agreement or law.

Buyer's Acknowledgement of Assignment of Seller's Rights to Auction: If Auction discharges Buyer's obligation of payment to Seller, including but not limited to payment of the purchase price under any float of flooring agreement between Auction and Buyer, Buyer acknowledges and agrees that Auction has all the rights that Seller would have to recover the purchase price, including but not limited to the right to timely payment under ORS 822.045(l)(j) and any action against Buyer's bond for violation thereof, and that delivery of clear title by Seller to auction constitutes delivery to Buyer for purposes of that statute. Buyer further acknowledges that any security interest held by Auction, whether by assignment from Seller, or pursuant to any agreement between Buyer and Auction, shall not be considered an inventory financing security interest pursuant to ORS 822.045(2). This acknowledgment and agreement is in addition to and does not limit Buyer's obligations or Auction's rights under any other agreement or law.

Agency Relationship: The Auction is acting as the agent of the Seller or Buyer, and may upon verbal or written instructions sign documents on their behalf in order to complete a transaction.

Participant's Release and Waiver of Liability / Assumption of Risk and Indemnity

Agreement: Dealer, its representatives, agents and/or guests acknowledge that there are assumed risks when attending an auto auction that may cause serious injury, and in some cases death, because of the unpredictable nature of motorized vehicles and the inherent dangers of auction personnel and dealers driving vehicles, consigned or owned by the Auction, in a densely-populated pedestrian area. Knowing, or having reason to know, these facts, Dealer, its representatives, agents and/or guests voluntarily assume the risk of danger of injury or death inherent in attendance at the Auction.

Possession and Risk of Loss: Until sold, a vehicle is deemed to be in the possession of the Seller and at his risk of loss, even though it is at the Auction. Upon execution of the sales agreement by a Buyer or his agent, the possession and risk of loss transfer from the Seller to the Buyer. The Auction will not be liable for mechanical breakdown of vehicles during or after transport of the vehicle. The Auction will perform due diligence by checking fluids prior to transport, but will not be liable for breakdown outside of Auction negligence. In cases of verifiable Auction negligence, Auction's liability for mechanical breakdown shall never exceed \$500.

II. Pricing and Offers

Price: Unless announced otherwise, all vehicles are subject to the Consignor's minimum price or protection. All vehicles will be sold within \$100 of the Consignor's price unless marked "FIRM".

Offers: Reasonable offers will be accepted, provided the vehicle has been offered on the auction block. All "Offers" (bids submitted after the vehicle has been up for auction) and "If" sales (the high bid from the auction block when the Consignor's minimum price is not met) are subject to the Seller's approval and to higher offers. However, an "If" Buyer shall have the right to match the

highest offer and first right to purchase the vehicle (ahead of any offers made after the vehicle has left the auction block) at the Seller's minimum or counteroffer price. Sellers may request that only "Binding If" sales be allowed: "Binding If" sales are subject to the same condition as "Offers" (see below).

If / Offer Cancellation Policy: Offers may not be canceled or withdrawn prior to the close of business on sale day or after the Seller's acceptance. All Offers are valid until 5:00 PM on the day following the sale day unless previously withdrawn.

"If" sales are not binding on either party; buyers may choose to cancel an "If" sale for any reason prior to Seller's acceptance. Sellers are encouraged to represent their vehicles at the auction block and to be prepared to approve or reject the high bid before the vehicle leaves the auction block. The high bidder on an "If" sale vehicle has the first right to purchase the vehicle at the Seller's minimum or counteroffer price.

III. Arbitration

Guiding Principle: Condition report information and third party inspections listed for vehicles on AuctionPipeline.com are snapshots of those vehicles' condition. Condition reports cannot be used to judge mechanical soundness and damage item amounts cannot be relied upon as firm estimates. Every effort has been made to represent the vehicle as it is. **A post-sale BPP inspection is required for vehicles purchased online**, and encouraged for vehicles purchased in-lane.

Brasher's Auto Auctions adhere to and enforce the National Auto Auction Association's "[National Arbitration Policy: In-Lane and Online](#)" with the following exceptions and clarifying points:

Auction	Title Arrive Days	AS IS Dollar Amount	AS IS Mileage Amount	AS IS Model Years
Idaho	18	\$2,500	150,000	10
Portland	28	N/A	150,000	N/A
Northwest	28	N/A	150,000	N/A
Reno	28	\$2,500	150,000	10
Sacramento	28	\$2,500	150,000	10
Salt Lake	18	\$2,500	150,000	10

(* the minimum price limit for arbitration will be \$2,500 unless otherwise posted or declared)

Specialty Product (NAAA Policy Section I 6b): Trailers, boats, motorcycles, and RVs are sold "AS-IS" and are not subject to arbitration unless otherwise declared.

Auction Light Display (NAAA Policy Section II 1b, 1d): Yellow and Blue lights are not currently used at Auction but may be incorporated in the future. Buyer is responsible for reading any and all declarations on the lane display and to announcements made by the auctioneer.

Airbags (NAAA Policy Section III 5e): Defects in airbag and supplemental restraint systems must be announced on any vehicle with a Seller's Warranty. Missing or deployed airbags and missing or altered supplemental restraint systems must be announced for **all** vehicles unless it is plainly obvious (at Auction's sole discretion) that they are missing, altered, or deployed. Failure to make

proper announcement may result in arbitration until closing time of the seventh calendar day (sale day is day #1) following the sale.

Buyer Reimbursement (NAAA Policy Sections III 8, 9c; IV 1, 13a): Buyer's reasonable expenses as supported by adequate documentation will be reimbursed as outlined up to the sale price of the vehicle, not to exceed \$500. The Auction may waive the limitations on reimbursement for reasonable repairs where there is clear evidence that such repairs have increased the value of the vehicle. Seller may be charged the Sales Fee and Buyer's Fee on a rejected vehicle if the Auction determines that there is a willful disregard for the disclosure requirements.

Title Arbitration Policy (NAAA Policy Section IV 9a, 9b): The Seller will be assessed late title charges for any title not provided within 3 weeks of the sale date. After the number of days specified in the table above, it is the buyer's option to give notice of intent to return the vehicle. A 3-day notice is required before vehicle can be returned. If a Seller fails to provide title within that time period the Auction, at its discretion, may cancel the sale or take the necessary steps to secure title. All expenses of securing a title will be charged to the Seller.

Electrical (NAAA Policy Appendix I): Excluded are power windows, seats, and other accessory items.

Air Conditioning (NAAA Policy Appendix I): On three-year-old or older vehicles, there will be no arbitration for defects in air conditioning.

Emission Equipment (NAAA Policy Appendix I): Must be present but is not guaranteed to function. Missing or altered emission equipment must be announced on vehicles with a Seller's Warranty and may be subject to arbitration until closing time of the seventh calendar day (sale day is day #1) following the sale.

Arbitration Period (NAAA Policy Appendix I): Purchasing a BPP will adjust the Arbitration Period for online and in-lane purchases, subject to the terms of the BPP. If 7 days are not sufficient to inspect vehicles, buyers are encouraged to purchase 14-day protection.

Institutional Rules / Policies: While we strive to maintain consistency in enforcement of these policies, an Institutional Seller may have a set of national arbitration rules/policies that supersede those of the Auction. In this instance, the Seller's rules will be posted on Auction premises.

Auction Waiver: If the Seller has misrepresented or hidden the true condition of the vehicle, the Auction may, at its discretion, waive the limitations of these policies. If the vehicle is either unsafe or is unable to be driven for an accurate inspection, the vehicle may be arbitrated.

Arbitration Fees: See the local fee schedule for amounts and handling of arbitration and inspection fees.

Seller Notification: The Auction will make every effort to notify Seller when a vehicle is placed in arbitration. Failure of a Seller to receive notification will not affect the validity of the arbitration. Vehicles entered into the Buyer Protection Plan will be considered to be in arbitration during the inspection period provided that the Buyer Protection Plan was purchased before closing time on day of sale. Every effort will be made to complete the inspection and notify Seller of any arbitration concerns as soon as possible. Due to the large number of requests, some inspections may not be completed and the Seller may not be notified until the day after the sale.

Vehicle Return: If a vehicle is eligible for arbitration or rescission after it has left the Auction, the Buyer will have 72 hours to return it to the Auction in the same or better condition. The Auction may, at its discretion, allow longer if circumstances warrant.

Title or Odometer History Reports: Commercial title and odometer reporting services are not considered conclusive evidence of a material defect in either the title or odometer. It is the responsibility of the Buyer to provide the Auction with industry accepted documentation that validates any derogatory claim that may cloud the title or odometer history. In many cases, upon request, the Auction's data-correction service will be able to correct erroneous data displayed on commercial title and odometer reports.

Arbitration Disputes: In the case of a disputed diagnosis, the Auction reserves the right to defer to an independent third party, principally the manufacturer's franchise dealer. The Arbitration Manager will rule on the third-party diagnosis as it relates to the Auction's arbitration policy.

The decision of the Arbitration Manager shall be final and all parties agree and consent to the Auction's right to interpret and modify these rules and policies without notice or limitation.

IV. Payment

Payment Options: Buyer must pay for each vehicle on the day of sale by means pre-approved by the Auction. Payment must include bid price, Buyer's Fee, and all other applicable fees and charges.

- **Cash Only:** Payment must be made by Cashier's Check payable to the Auction, or cash. There will be a 2% surcharge for cash.
- **Company Check:** Check must be drawn on the Buying Dealer's business account. One check should be submitted for each vehicle. The Auction will deposit your check when the title is received by Auction.
- **Inventory Financing:** The Auction provides several inventory financing programs to pre-approved dealers.

Returned Items Policy: A returned item charge of \$250.00 will be assessed on all returned drafts and checks. All returned items must be paid within 24 hours by cashier's check or cash, or:

- Notice will be sent to the Bonding Company & DMV;
- Buyer privileges will be restricted; and
- Interest will be accrued at the highest legal rate from the date of return. Buyer privileges of repeated abusers of the draft/check policy will be revoked.

Storage Fees: Vehicles left on the Auction premises for more than five days after purchase or after cancellation of consignment shall be subject to storage at the Auction's normal daily storage rate, may be transported to owner's place of business at the owner's expense, or sold at lien sale to offset fees accrued.