# PSI Policy General Information

- The Post-Sale Inspection (PSI) is a basic mechanical, structural, and flood inspection that is aligned with the National Auto Auction Association's Arbitration Policy. PSIs are based on the objective and subjective expertise of Augusta Auto Auction inspectors.
- The PSI is conducted at a point-in-time as close to the conclusion of the vehicle sale as possible. This assessment of the vehicle is a one-time inspection conducted under the vehicle operating conditions at that time; therefore, it is not feasible to inspect a vehicle in conditions identical to normal day-to-day operating state. The auction has the right to engage with a third-party vendor of their choosing if a more specialized inspection is recommended, in agreement with auction, buyer, and seller.
- Regardless of light, any vehicle selling for \$3,000 or less is automatically AS- IS and cannot be arbitrated for any reason except odometer or title discrepancy.
- All vehicles must be turned in for PSI by 4pm on sale day.
- Buyer is responsible for the PSI Fee regardless of the outcome (pass/fail).

#### **Section 1: PSI Guarantee**

- The Inspected Components of a vehicle that passes PSI inspection criteria will come with a 7-day guarantee of function or condition, based on the PSI product purchased. A list of covered components is provided in Section 4.
- The PSI guarantee is non-transferable and void if the vehicle is resold during the guarantee period.
- Vehicles submitted to arbitration under a PSI must have 100 miles or less accumulated on the odometer between the time the odometer reading is recorded at the auction and the claim date.
- Augusta Auto Auction performs these inspections on a good faith basis and stands behind
  these passed components, whether Augusta Auto Auction provides this guarantee directly
  or in agreement with the seller. If an inspected component is found defective during the
  guarantee period, Augusta Auto reserves the right to remediate valid claims estimated at
  auction wholesale repair costs.
- In the event of a valid claim for defect related to an Inspected Component that was not identified by the PSI, Augusta Auto Auction will reimburse expenses incurred by the Buyer (excluding profit, commissions, transportation, and detail charges) on vehicles arbitrated. The amount of reimbursement that qualifies under these guidelines will be at the sole discretion of Augusta Auto Auction and will be limited to reasonable and documented expenses at auction wholesale repair cost.

## **Section 2: General Eligible Criteria**

It is at the auction's discretion to make the determination if the vehicle is eligible for PSI. The following vehicles sold through Augusta Auto Auction are eligible for PSI:

- Green light vehicles (Ride & Drive)
- Green & Yellow light vehicles (Ride & Drive with Caution)

- Items disclosed by the seller will not be inspected and/or guaranteed under PSI
- Vehicle Purchase Price over \$3,000

## **Section 3.1: General Ineligibility Criteria**

It is at the auction's discretion to make the determination if the vehicle is eligible for PSI. The following vehicles sold through Augusta Auto Auction are ineligible for PSI:

- Vehicles sold with a price of \$3,000 or under
- Vehicles sold with purchase price or with an estimated MMR above \$80,000
- Vehicles sold in the TRA sales lane, Specialty Sale units, motorcycles or sold under Yellow light (limited guarantee)
- Vehicles sold As-Is or deemed automatic As-Is per NAAA policy and Augusta Auto Auction policy
- Kit vehicles
- Recreational vehicles
- Watercraft
- Homemade vehicles
- Vehicles with major modifications (including items in Sections 3.3 and 3.4)
- Vehicles 20 years or older (Antique vehicles)
- Vehicles that have been removed from the Augusta Auto Auction facility
- Vehicles past purchase windows below:
  - o 5 PM for auctions that start prior 9:30 AM
  - o 3 hours post auction end for all other auctions
  - o 3 hours post acceptance on if bids
  - o 24 hours after vehicle purchased on OVE
- OVE off site vehicle purchases not transported to Augusta Auto Auction facility for processing
- Vehicles with branded titles or defects that are eligible for a branded title, including, but not limited to: flood damage, salvage, rebuilt, lemon-law or trade-assist buybacks, TMU, et al.
- All electric vehicles
- Heavy Duty Trucks & Heavy Equipment categorized in Class A and B with Gross Vehicle Weight Rating (GVWR) of 26,000 pounds or heavier:
  - Box trucks
  - Delivery drivers
  - Couriers
  - Furniture delivery
  - Trailers
- Large buses:
  - City buses
  - Tourist buses
- Trucks:
  - Straight trucks
  - Dump trucks with small trailers
  - Flatbeds

- Tractor-trailers
- Tractor-trailer buses
- Truck and trailer combinations (double and triple trailers)
- Livestock carriers
- School buses
- Segmented buses
- Tanker vehicles
- Current or former armored and/or military/national defense vehicles

## **Section 3.2: Specific Ineligibility List**

Exotic and/or handmade vehicles (including but not limited to):

- Acura NSX
- AMC H1
- Aston Martin
- Audi R8
- Audi S series
- Bentley
- BMW Alpina
- BMW i8
- BMW 6 & 7 Series
- BMW M series
- Bugatti
- DMC 12
- Dodge Demon
- Dodge Viper
- Ferrari
- Fisker
- Ford GT

- Ford 6.4L and 6.0L diesel engines
- H1 Hummer
- Jaguar
- LaForza
- Lamborghini
- Land Rover
- Lotus
- Maserati
- Maybach
- Mazda RX7
- Mazda RX8
- McClaren
- Mercedes ~ AMG series
- Mercedes G Wagon
- Mercedes SLR models
- Mitsubishi Lancer Evo

- Nissan GT-R
- Panoz
- Porsche
- Porsche 911
- Range Rover
- Rolls-Royce
- Subaru WRX
- Subaru STI
- Tesla
- Vehicle makes that average an annual production rate at or below 4,000 vehicles within the three most recently completed production years.

## **Section 3.3: Performance Modifications**

- Performance modifications must be announced at auction per NAAA guidelines.
- Modifications that don't allow a vehicle to meet the emission standards in the county or state in which the PSI is performed will cause a vehicle to fail PSI.
- Computer and electrical modifications, including but not limited to computer chips and tuners.
- These modifications will deem a vehicle ineligible for PSI.
- If found during the inspection all portions modified and or related to the modifications will cause the inspected vehicle to fail the PSI.
- Physical parts modifications, including but not limited to turbos, catalytic converter deletes and/or replacements, and EGR deletes.
- OE/OEM approved modifications will not affect the eligibility of a vehicle for PSI.
- Non-OE/OEM approved modifications are deemed ineligible for PSI.
- If found during the inspection all portions modified and or related to the modifications will cause the inspected vehicle to fail the PSI.

#### **Section 3.4: Structural**

• Structural damage and/or alterations must be announced at auction per NAAA guidelines.

# **Section 3.4.1: Structural Damage**

- Definition (per NAAA guidelines): Damage to the structure or a specific structural component of the vehicle. Often referred to as frame damage, although it also applies to Unibody and Unibody on Frame structures in addition to Conventional Frame.
- All structural damage must be announced via seller disclosure.
- A vehicle with announced damage is eligible for PSI.
- Announced damage is not a condition for PSI failure.
- Announced damage will not be protected under PSI coverage.
- Unannounced damage discovered during the PSI will cause the inspected vehicle to fail PSI.

#### Section 3.4.2: Structural Alteration

- Definition (per NAAA guidelines): An alteration to the vehicle's structure including a lengthened or shortened frame, a modified suspension, or the installation or removal of after-market accessories.
- All structural alteration must be announced via seller disclosure.
- A vehicle with announced alteration is eligible for PSI.
- Announced alteration is not a condition for PSI failure.
- Announced alteration will not be protected under PSI coverage.
- Unannounced alteration discovered during the PSI will cause the inspected vehicle to fail the PSI.

## **Section 4: PSI Inspected Components**

The items checked within the performance of the PSI are:

- Odometer verification
- Transmission engages and functions
- Engine function and operation
- Drivetrain
- 4×4 system engagement
- Differential engagement
- ABS and brake function
- Electrical accessories checked for function (For current model year and up to 4 model years old)

- Emission control equipment present
- The vehicle will be assessed to meet the emission standards in the state in which the PSI is performed
- SRS (supplemental restraint system/airbags) check
- Structure checked
- Flood inspection

Advanced Driver Assist Systems (ADAS) are not inspected as part of PSI. Per NAAA guidelines, these systems must be inspected by a qualified 3rd party outside the auction property. These systems include but are not limited to the following:

- Rear camera
- Rear parking sensors
- 360 camera systems
- Blind spot detection
- · Lane departure warning

- Adaptive cruise control
- Collision warning
- Lane keep assist
- Backup Assist
- Autonomous driving function

The PSI purchase is subject to the following:

- The buyer is responsible for the PSI fee regardless of vehicle pass or fail
- The sale of the vehicle is NOT contingent upon the availability of the PSI
- PSI failures are determined by NAAA arbitration policy and follow the \$600 repair or replace threshold for in-lane purchases

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#### Section 5.1: Pass and Fail General

- The auction will make the final determination if the PSI is deemed a pass or fail
- A failed PSI results when the inspected components of a vehicle meet NAAA Arbitration Policy criteria or state or local government safety regulatory criteria, or Augusta Auto Auction policy criteria, which make the vehicle eligible for arbitration. In such event:
- The Buyer has the option to enter the arbitration process and:
  - Complete the transaction on mutually agreeable terms with the seller with the sale completed as "Buyer Bought"
  - Per NAAA Arbitration Policy: "If price adjustment is made and accepted, vehicle becomes "As-Is, No Arbitration" property of the Buyer, and is not subject to any further arbitration. The auction management makes the binding decision upon both the Buyer and Seller on all arbitration matters."
  - Or, complete the transaction with the vehicle in its current state and under no negotiated terms with the seller
  - To align with NAAA Arbitration Policy, in this case the vehicle becomes "As-Is, No Arbitration" property of the Buyer, and is not subject to any further arbitration.
  - o Or, void the transaction, with the sale being unwound as "Buyer Withdrew"
  - A vehicle that fails PSI and results in a "Buyer Withdrew" status will move back into seller inventory. If the seller decides to re-run the vehicle in a future auction, the seller is required to repair the vehicle or make the appropriate announcements.

#### Section 5.2: Pass and Fail In-Lane and Simulcast

For in-lane vehicle and Simulcast purchases, a defect on a vehicle for which PSI was purchased and "passed inspection" is eligible for claim resolution if:

 A defective component or condition is found within the guarantee period, based on the timeframe purchased;

- A defective component or condition is within the scope of the inspection criteria;
- A defective component or condition is estimated to cost \$600 or more to repair or replace with the estimate based solely on Augusta Auto Auction's wholesale cost.

#### Section 5.3: Pass and Fail OVE

For OVE purchases, a defect on a vehicle for which PSI was purchased and "passed inspection" is eligible for claim resolution if:

- A defective component or condition is within the scope of the inspection criteria;
- A defective component or condition is estimated to cost \$600 or more to repair or replace for a single item or \$800 or more to repair/replace cumulatively, with the estimate based solely on Augusta Auto Auction's wholesale cost.

#### **Section 5.4: Claim and Arbitration Conditions**

- For defect states noted above, the defect must be eligible for claim resolution with Augusta Auto Auction and the auction reserves the right to remediate the claim. Eligible claims are based on arbitral items noted in the NAAA Arbitration Policy.
- Notwithstanding anything herein to the contrary, the seller remains liable for issues that fall under the required disclosures and timelines as per NAAA policy, and in such a case, arbitration with the seller may occur.
- Any claim for arbitration under the PSI must be submitted within the guarantee timeframe purchased (defined as the time between the date of completion of the PSI and the date of claim). If a vehicle return is required, the vehicle must be returned within the stated deadline established by the facilitating location in the same or better condition as when sold
- Augusta Auto Auction retains the option to assume ownership of a vehicle at a maximum of 102% of MMR

# Section 6: PSI Inspection Methodologies &

Non-Arbitrable Items Augusta Auction's PSI inspections are based on our technician's expertise, as well as utilization of expert source information for items such as repair costs; items inherent to a vehicle based on the make, model, year and other factors (e.g., "known conditions"); and, generally accepted practices and standards (e.g., "NAAA Leak classes"). Augusta Auto Auction draws its conclusions on a good faith basis for each inspection from observation, data and guidance, with the vehicle state as-is at the time the vehicle is inspected.

# **Section 6.1: Specific Non-Material Conditions**

Certain temporary or non-material conditions will not qualify an inspection for failure, such as:

- Vehicle scanners returning Yellow (if reason is known)
- Yellow refers to an indicator light associated with an OBDII scanner that suggests:
  - o A previously active code(s) cleared prior to inspection

- A code(s) not active at the time of inspection
- Leaks, noise and other items that are generally considered inherent to an inspected vehicle
- Note that Leak Class 3, per NAAA guidelines, would often require the inspection to fail

#### Section 6.2: Non-Arbitrable Items

- Inherent conditions based on year, make, model Determination will be made using <a href="mailto:nhtsa.gov">nhtsa.gov</a>
- If the vehicle is purposefully modified after it leaves the auction location, which cause changes to the vehicle's condition from the time of inspection. Such changes will void the PSI guarantee.
- Options, accessories, or any items not included in standard base equipment on OEM make model trim of the vehicle being inspected
- Wearable Items: Definition (per NAAA guidelines): defined as parts of the vehicle that the
  manufacturer recognizes the need for replacement/adjustment during the expected life of
  the vehicle driven the average miles per model year (15k). These items are normally
  identified in the Owner's Manual for routine check and replacement.
- All Suspension: Struts, coil/leaf spring, air suspensions, etc.
- All Brakes: Pads, shoes, rotors, etc.
- External Engine Components: Belts, hoses, etc.
- Misc: Ball joints, steering rack and pinion, bushings
- **Items With Manufacture-defined Life Expectancy**: Fluids/lubricants, wipers, tires, subject to change based on related changes to the marketplace.

# **Section 6.3: Inspection Performance**

Augusta Auto Auction performs its inspections based on NAAA and industry best practices, with the following caveats in mind:

- OEM-installed under body cladding will not be removed from the vehicle;
- Vehicles may not be driven at speeds high enough to simulate all driving conditions;
- Vehicles will not be driven for long durations to simulate extended driving conditions.
- Note that buyers of PSI are encouraged to discuss the results with the PSI facilitating location.

#### **Section 7: Resell Disclaim**

 If arbitration results in a sale being unwound based on a failed PSI, the seller shall either repair or disclose the results of the failed PSI when re-running the vehicle at Augusta Auto Auction. Failure to do so may result in seller being held responsible for reimbursement of any subsequent failed PSI for such vehicle.

### **Section 8: Rights Reservation**

 Augusta Auto Auction reserves the right to modify, alter, discontinue or terminate this policy at any time for any reason whatsoever, with or without notice. In addition, Augusta Auto Auction reserves the right to decline to offer this service to any person or entity at its discretion.

# Frame Only PSI

- Guarantee Period: 7 days
- Mileage and Lights: Over \$3,000 in qualified lanes
- Claim Mileage
- Criteria: 100 miles, reimbursement of Vehicle purchase price will not exceed 102% of MMR at the time of purchase

## **Augusta Pricing**

- Vehicle Purchase Price: Frame Only Fee
- \$3,001 and up: \$85

# **Limited Drivetrain Inspection**

- Guarantee Period: 7 days
- \$3,001 and up: \$100
- Mileage and Lights: Green light > 125k miles, Green and Yellow Light > 125k miles, Red Light units less than 150k miles (for Buy with Confidence units)
- Purchase Price: Over \$3,000
- Inspection Items: Structural, engine, transmission
- Claim mileage
- Criteria: 100 miles, reimbursement of Vehicle purchase will not exceed 102% of MMR at time of purchase
- If an item inspected item passes during the inspection, but then fails during the LDI guarantee period and costs \$600 or more to repair or replace, the defect is eligible for claim resolution with Augusta Auto Auction.