



Terms and Conditions

Version: Policy Amendment 18

Effective Date: January 1, 2026

1. Eligibility and Platform Access

1.1 Licensed Professionals Only

The EBlock Auction Platform (the "Platform") is a dealer-to-dealer marketplace. Access is strictly limited to licensed motor vehicle dealers. All users must hold a valid dealer license and be pre-registered through AuctionACCESS or otherwise approved in writing by EBlock.

1.2 Account Responsibility

All transactions conducted under a user's credentials are the sole legal responsibility of the account holder. Sharing login information is strictly prohibited.

1.3 Data Ownership

All data generated on the Platform, including images, condition reports, inspection data, bidding history, and transaction records, is the exclusive property of EBlock.

2. Transaction Rules

2.1 Binding Bids

All bids and Buy Now offers are legally binding contracts. Bids may not be retracted once submitted.

2.2 If-Bid Process

If a reserve is not met, the highest bid enters If-Bid status. Offers remain binding on the Buyer until 7:00 PM local time on the same business day.

2.3 Payment Terms

Buyers must settle all invoices within two (2) business days of the Available Date. Payments received after two (2) business days are subject to late fees defined in Schedule A. Failure to pay within five (5) days results in loss of arbitration rights.

2.4 Arbitration Policy

EBlock follows NAAA Arbitration Policy, including the right to cancel any transaction.

3. Sale Lights and Disclosure Standards

3.1 Sale Light System

Every vehicle is sold under a specific representation light (Green, Yellow, Red, or Blue) as defined in the Sale Light Legend.

3.2 Material Facts

Sellers must disclose all material facts, including branded titles, odometer discrepancies, structural damage, and hidden defects.

3.3 Automatic As-Is Status

Vehicles over ten (10) model years old, exceeding 125,000 miles, or selling under \$3,000 are automatically sold As-Is regardless of the selected light.

3.4 OBD-II Rules

Disclosure of a warning light does not protect a Seller from arbitration for the underlying mechanical failure. Sellers must disclose the root cause of the warning light. Codes shown in the condition report, OBD-II section, or photo sections constitute disclosure to the Buyer.

3.5 Self Capture

Sellers will be held responsible for valid NAAA claims on all Self-Captured Vehicles. Sellers are held responsible for expenses incurred on sale cancellations.

4. Logistics and Risk of Loss

4.1 Transfer of Risk (The "Hand-Off" Rule)

The "Risk of Loss" is the legal responsibility for any damage, theft, or destruction of the vehicle. To ensure clarity, EBlock defines the transfer of risk based on the method of transport:

- Buyer/Self-Transport: Risk of loss passes from the Seller to the Buyer the moment the vehicle is removed from the Seller's designated parking space by the Buyer or the Buyer's agent (drive/carrier).

- EBlock Transport: If the Buyer utilizes EBlock's brokered transportation, risk of loss passes to the Buyer once the vehicle is delivered to the Buyer's address or designated drop-off point.
- Acts of God: Damage caused by extreme weather (hail, flood, wind) while a vehicle is awaiting pickup is the Buyer's responsibility.

4.2. Gate Release and Inspection

- Mandatory Documentation: The Buyer or their agent (carrier) must document any visible damage on the Gate Release or Bill of Lading (BOL) prior to removing the vehicle from the auction compound or Seller's lot.
- Waiver: Failure to note damage at the time of pickup constitutes a waiver of the right to file a transportation damage claim. EBlock and the Seller will not be responsible for any damage reported after the vehicle has left the premises.

4.3. Brokered Transportation (EBlock's Role)

EBlock acts strictly as a Transport Broker, not a carrier.

- No Carrier Liability: EBlock does not own the trucks or employ the drivers. Any claims for damage occurring during transit must be filed directly against the Third-Party Carrier's insurance policy.
- Limited Assistance: EBlock may, as a courtesy, assist in providing carrier insurance information, but EBlock will not initiate or prosecute legal action on behalf of the Buyer.

4.4. Storage and Abandonment

- Pickup Deadline: Vehicles must be collected within two (2) business days of the "Available Date."
- Storage Fees: Starting on the 3rd business day, a daily storage fee will be assessed (See Schedule A).
- Storage Transport: The buyer will be responsible for transportation to a storage location after the third day. The minimum charge is \$150 with additional charges for distance, size, weight, and inoperable vehicles.
- Abandonment Rule: Any vehicle left for more than 15 calendar days will be considered abandoned. EBlock reserves the right to:
 1. Ship the vehicle to the Buyer's address of record at the Buyer's expense.
 2. Charge a \$250 administrative fee in addition to transport costs.
 3. Lien the vehicle to satisfy outstanding storage debts.
 4. EBlock has the right to resell a unit at current market value and charge the buyer the bid difference including all original fees and storage. The account will remain suspended until the bid difference is paid.

4.5. Bailment Disclaimer

EBlock is not a bailee of vehicles. While vehicles are on EBlock premises or at partner compounds, EBlock does not assume a "duty of care." Users must maintain their own garage-keeper or inventory insurance to cover theft, fire, or vandalism.

5. Dispute Resolution and Arbitration

5.1 Arbitration Authority

EBlock provides arbitration under NAAA standards. All decisions are final and binding.

5.2 Filing Requirements

Claims must be submitted via the Arbitrate function in the EBlock App within Schedule A timelines.

5.3 Documentation

Mechanical claims require estimates from a franchised dealer unaffiliated with the Buyer.

5.4 Thresholds

Claims must meet minimum single-repair thresholds defined in Schedule A. Stacking repairs is prohibited. Labor is calculated at \$85/hour wholesale.

5.5 Indemnification

Each user (Buyer and Seller) shall indemnify, defend, and hold harmless EBlock, its officers, directors, and agents from and against any and all claims, damages, losses, and liabilities (including legal fees) arising from or related to:

- The user's breach of these Master Terms and Conditions.
- Any misrepresentation or fraud concerning a vehicle.
- Any third-party claims arising from the ownership, use, or transport of a vehicle after the Risk of Loss has transferred pursuant to Section 4 Logistics and Risk of Loss.

EBlock is a neutral platform and shall not be held liable for the actions, omissions, or representations of Buyers or Sellers.

6. EBlock Assurance and Post-Sale Inspection

6.1 Assurance Program

Participation in the EBlock Assurance Program requires payment of a \$249 Buyer-side fee. Assurance lowers arbitration repair thresholds and extends claim windows as specified in these Terms and Conditions and Schedule A.

6.2 Exclusions

The Assurance Program does not cover inherent conditions or non-arbitrable items listed in Schedule B.

6.3 Post-Sale Inspection (PSI)

Buyers may elect to purchase a tiered mechanical Post-Sale Inspection (PSI). PSI failures may allow the Buyer, subject to eligibility and arbitration rate limits, to void the sale or negotiate a price adjustment through EBlock.

6.4 Assurance and PSI Adjustment Limits

Adjustment and unwind eligibility are governed by the Buyer's arbitration rate, the presence of Assurance or PSI, and the total wholesale repair cost calculated at \$85 per labor hour. These limits are contractual and binding.

Program	Adjustment Limit	Unwind Eligibility	Claim Timeframe
Assurance / PSI	Adjustments may not exceed the greater of \$2,500 or five percent (5%) of the purchase price.	Not available for Buyers with an arbitration rate of fifteen percent (15%) or greater. Limited to catastrophic items as determined by an EBlock Arbitrator or title brands for Buyers with a six percent (6%) to fourteen point nine nine percent (14.99%) arbitration rate. For Buyers with an arbitration rate under six percent	In-lane with PSI: seven (7) days, or three (3) days where a three-day guarantee applies. Online with Assurance: three (3) days from receipt, up to seven (7) days from purchase. Sale day is Day 1.

		(6%), unwind is available for wholesale repairs exceeding ten percent (10%) of the purchase price.	
No Assurance / No PSI	Adjustments may not exceed the greater of \$500 or one percent (1%) of the purchase price.	Not available for Buyers with an arbitration rate of fifteen percent (15%) or greater. Limited to catastrophic items as determined by an EBlock Arbitrator or title brands for Buyers with a six percent (6%) to fourteen point nine nine percent (14.99%) arbitration rate. For Buyers with an arbitration rate under six percent (6%), unwind is available for wholesale repairs exceeding twenty percent (20%) of the purchase price.	In-lane sales: sale day only. Online sales: seven (7) calendar days except where otherwise noted under current NAAA policy. Sale day is Day 1.

7. Electronic Signatures and Documents

7.1 Consent to Electronic Records

Users expressly consent to transact business with EBlock electronically. This includes, but is not limited to, the use of electronic records for all contracts, documents, and disclosures relating to the use of the Platform.

7.2 Legal Validity and Intent

Any electronic signature, consent, or affirmation executed on the EBlock Platform—including the act of submitting a binding bid, clicking an "Accept" button, or electronically agreeing to terms—shall have the same legal force and effect as a manually executed signature under applicable state and federal laws (including the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN)).

7.3 Provision of Documents

Users agree that EBlock may satisfy any legal requirement to provide you with documents or disclosures in writing by furnishing them to you electronically via the Platform, your registered email address, or the EBlock App.

Schedule A: Fees, Deadlines, and Thresholds

Payments

Item	Standard Value
Payment Deadline	2 Business Days
Late Payment Fee	\$250.00
Credit / Debit Card Processing Fee	4%

Logistics

Item	Standard Value
Free Storage Period	2 Business Days
Daily Storage Fee	\$25.00 per day
Late Pickup Transportation	\$150 minimum plus additional fees for distance, size, weight, or inoperability

Titles

Item	Standard Value
Title Attached Window	30 Days (45 Days – California)
Late Title Fee	\$75.00 per 30 days

Arbitration

Item	Standard Value
Standard Repair Threshold	\$800.00
Assurance Repair Threshold	\$500.00
Maximum Miles from Sale Mileage	100 Miles
Excessive or Frivolous Arbitration Fee	\$200.00 (Buyer)
Canceled Sale / Double Sale Fee	\$500.00 (Seller)

Schedule B: Inherent Conditions and Non-Arbitrable Items

Effective January 1, 2026

In accordance with **NAAA General Policy VII.4.d**, arbitration cannot be based on conditions that are inherent or typical to a particular model or manufacturer. The following conditions are considered "Inherent" and do not qualify for mechanical arbitration unless deemed "excessive" or "dangerous" by an EBlock Arbitrator.

Engine and Valvetrain Traits

Manufacturer	Engine / Model	Condition Description
Stellantis (Dodge / Jeep... ▾)	5.7L / 6.4L Hemi V8	"Hemi Tick" – rhythmic ticking at idle without power loss or misfire codes
Ford ▾	5.4L Triton V8	Cam phaser clatter at hot idle common in high-mileage units
Ford ▾	5.0L V8	Random ticking noise at low RPM after oil change
Subaru ▾	All Boxer Engines	Piston slap on cold start that dissipates when warm
GM (Chevrolet / GMC) ▾	6.2L V8 (L86/L87)	High-pressure injector tick from direct injection

		components
GM (Colorado / Canyon) ▾	8L45 Transmission (V6)	8-speed transmission shudder between 25–50 mph

Transmission and Drivetrain Traits

Manufacturer	Transmission Type	Condition Description
Nissan / Toyota	CVT	Whine during acceleration or shudder at low-speed creeping
Ford	PowerShift DCT	Low-speed shudder or hesitation from a stop
Jeep / Chrysler	Manual Transmission	Gear rollover noise in neutral with clutch engaged
General Motors	HD Truck Differentials	Audible clunk shifting from Park to Drive or Reverse

Electric and Hybrid Vehicle Standards

Category	Standard
Battery Degradation	Up to 5% range loss per year considered normal
Defect Threshold	Battery defective only if maximum charge is below 65% of original range
Operational Noise	Inverter or cooling fan noise during rapid charging is inherent

General Non-Arbitrable Items

Category	Items
Suspension	Struts, shocks, bushings, ball joints, tie rods
Braking	Rotors, pads, drums, shoes
Maintenance	Belts, hoses, spark plugs, ignition coils, filters

Cosmetics	Visible rust, interior trim wear, headliner sagging, minor oil seepage (non-dripping)
Tires	Tires within $\pm 2/32$ " of inspection measurement
Engine Noise	Internal engine noise lasting fewer than 5 seconds after startup
Transmission Codes	Any transmission-related OBD-II codes, including but not limited to P0700, P0706, P0715, P0720, P0729–P0736, P0750–P0770



Dealer Quick Reference Guide

Payment & Financials

- **Payment Deadline:** 2 Business Days from the "Available Date."
- **Late Payment Fee:** \$250.00 assessed on Day 3.
- **ACH Hold Window:** Funds must clear (typically 3 days) before vehicle release.
- **NSF / Stop Payment:** \$100.00 fee + immediate account suspension.
- **Cash Handling Fee:** \$100 fee.
- **Amounts Owed (A/R):** A/R will be automatically deducted from sales proceeds.

Pickup & Logistics

- **Pickup Deadline:** 2 Business Days from the "Available Date."
- **Daily Storage Fee:** \$25.00 per day starting on Day 3.
- **Storage Transportation:** \$150 minimum after day 5.
- **Abandoned Units:** At 15 days, vehicles are shipped to the Buyer's lot at the Buyer's expense or resold, with any gain or loss posted to the buyer's account after transportation and storage costs.
- **Damage Claims:** All transport damage must be noted on the Bill of Lading (BOL) before the driver leaves. Claims reported later will not be honored.

Sale Lights & Representations

- **Green Light:** Mechanical guarantee. Defect repairs must exceed \$800.
- **Yellow Light:** "Caution." Arbitration is not available for the specific issue announced.
- **Red Light:** AS-IS. No mechanical arbitration. Only Title and Odometer are covered.
- **Automatic As-Is:** Any vehicle 10+ years old, 125k+ miles, or under \$3,001 is automatically As-Is.

Arbitration & Disputes

- **Submission:** All claims must be filed via the "Arbitrate" button in the EBlock App.
- **Assurance Window:** 7 Calendar Days (if EBlock Assurance was purchased).
- **Assurance Window w/ EBlock Transport:** 2 Days from receipt of vehicle. Max 10 Days.
- **Driving Limit:** Max 100 miles from delivery. Over 100 miles voids eligibility.
- **Evidence:** Requires a formal estimate from a Franchised Dealer (not the Buyer's own).
- **Self Capture:** Sellers responsible for valid NAAA claims and expenses.

Titles (The "Blue Light")

- **Seller Deadline:** 30 Calendar Days to deliver a negotiable title (45 in CA).
- **Late Title Fee:** \$75.00 charged to the Seller every 30 days the title is late.
- **Return Buffer:** If returning for a late title, you are allowed 500 miles. A penalty of \$0.67/mile applies to every mile over 500.
- **Canceled Sale:** Vehicle titles must be returned to the EBlock title office within 7 calendar days at the expense of the Buyer or the Buyer may risk revocation of the cancellation and/or be responsible for all fees to replace a title.
- **90 Day Transaction Limit:** After 90 days, the title guarantee shall not apply, and the Auction shall have no duty to produce the certificate of title to the Buyer and shall have no duty to pay the Seller. The transaction will be voided by the auction.

Have questions? Contact your Territory Sales Manager or visit the Help Center in the EBlock App.