



Terms and Conditions

Version: Policy Amendment 19

Effective Date: March 9, 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 administers arbitration under NAAA Guidelines as incorporated into these Terms. EBlock may establish supplemental procedural rules, thresholds, and eligibility standards consistent with NAAA policy.

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 that are ten (10) or more model years old, exceed 125,000 miles at the time of sale, or sell for \$3,000 or less are not eligible for mechanical arbitration. Title and Odometer protections remain in effect. Sale Light designation does not expand mechanical eligibility beyond these limitations.

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)

Risk of loss transfers as follows:

Buyer or Buyer-Arranged Transport: Risk of loss transfers to the Buyer at the time the vehicle is released from the auction or Seller premises to the Buyer or the Buyer's designated agent.

EBlock Brokered Transport: Where transportation is arranged through EBlock as a broker, risk of loss transfers to the Buyer at the time the vehicle is released to the third-party carrier. Any claims for damage occurring during transit must be filed directly against the carrier.

Acts of God: Damage caused by weather or natural events occurring after the vehicle has been made available for pickup shall be the responsibility of the Buyer.

4.2. Gate Release and Inspection

The Buyer or carrier must inspect the vehicle at the time of release and document any visible damage on the Gate Release or Bill of Lading prior to departure.

Failure to document visible damage at the time of release constitutes a waiver of any claim for pre-existing lot or loading damage.

Damage occurring after release is the responsibility of the party bearing risk of loss under Section 4.1

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: 2 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.

8. Titles and Title Delivery

8.1 Seller Obligation to Deliver Title

The Seller warrants that it possesses, or has the legal right to obtain, a negotiable certificate of title for each vehicle sold. Seller agrees to deliver a negotiable title free of undisclosed liens within thirty (30) calendar days of the sale date. For vehicles sold in California, the delivery period shall be forty-five (45) calendar days, consistent with applicable state requirements.

Failure to deliver title within the applicable timeframe constitutes a breach of these Terms and Conditions.

8.2 Late Title Fees

If title is not delivered within the applicable 30-day (or 45-day California) period, a late title fee of seventy-five dollars (\$75.00) will be assessed to the Seller for each additional thirty (30) day period until title is received or the transaction is otherwise resolved.

Late title fees do not relieve the Seller of the obligation to provide a negotiable title.

8.3 Buyer Rights During Title Delay

If title is not delivered within the required timeframe, the Buyer may:

Retain possession of the vehicle pending title delivery; or

Request cancellation of the transaction through EBlock in accordance with NAAA title arbitration provisions.

Mileage accumulation necessary for ordinary use shall not void title arbitration eligibility, subject to NAAA standards.

8.4 Ninety (90) Day Title Resolution Deadline

If a negotiable title has not been delivered within ninety (90) calendar days of the sale date, EBlock may, at its discretion:

1. Cancel the transaction;
2. Require return of the vehicle to the Seller; and
3. Facilitate appropriate financial reconciliation between the parties.

Upon cancellation for failure to deliver title:

- The Buyer shall be entitled to a refund of the purchase price and applicable buyer fees;
- The Seller shall remain responsible for late title fees, transportation costs, and any applicable cancellation fees;
- The transaction shall be administratively closed.

This provision establishes a resolution deadline and does not eliminate Seller responsibility for title delivery under applicable law.

8.5 NAAA Alignment

Title arbitration shall be administered consistent with current NAAA Arbitration Guidelines. Nothing in this Section modifies mandatory NAAA title protections but establishes administrative timelines and fee structures applicable to transactions conducted on the EBlock platform.

9. Electric and Hybrid Vehicles

Electric and hybrid vehicles utilize propulsion systems and electronic components that differ significantly from traditional internal combustion vehicles. Due to the complexity, variability, and evolving nature of these technologies, additional arbitration limitations apply as outlined below.

9.1 Electric Vehicles

Fully electric vehicles are sold AS-IS with no guarantees or representations regarding the condition, performance, functionality, or remaining life of the battery pack, drive motors, charging systems, high-voltage components, or any related electronic systems.

EBlock and the Seller will disclose any known information regarding the vehicle's condition when available; however, electric vehicle components are not eligible for mechanical arbitration.

Arbitration involving electric vehicles is limited solely to the following circumstances:

- Failure of the Seller to deliver a negotiable title within the applicable title delivery timeframe established in these Terms and Conditions
- Proven gross misrepresentation or fraud by the Seller

Conditions that do not qualify for arbitration on electric vehicles include, but are not limited to:

- Battery capacity degradation or reduced driving range
- Charging system faults or charging performance concerns
- Warning lights or electronic system alerts
- Drive motor or drivetrain faults
- Software faults, programming issues, or system updates
- Electrical system faults or high-voltage component issues

Buyers acknowledge that electric vehicles may experience variations in battery performance, range, and electronic functionality based on vehicle age, usage history, environmental conditions, and manufacturer design characteristics. These conditions are not grounds for arbitration.

9.2 Hybrid Vehicles

Hybrid vehicles combine internal combustion engines with electric propulsion systems. The hybrid propulsion system and associated electrical components are not eligible for mechanical arbitration. This includes, but is not limited to:

- Hybrid battery packs
- Inverters
- Electric drive motors
- Power control modules
- Regenerative braking components
- High-voltage wiring and associated control systems

Mechanical arbitration eligibility for hybrid vehicles applies only to the internal combustion engine and traditional mechanical drivetrain components, and remains subject to the applicable Sale Light and all other provisions of these Terms and Conditions.

Hybrid system performance, battery condition, or electric propulsion components are not grounds for arbitration.

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 examples are representative of conditions commonly recognized as inherent and are provided for guidance only. This list is illustrative and not exhaustive.

Other conditions determined by EBlock, in its reasonable discretion and consistent with NAAA standards, to be inherent, characteristic, or typical of a specific make, model, or drivetrain configuration may also be deemed non-arbitrable unless determined to be excessive or dangerous.

Engine and Valvetrain Traits

Manufacturer	Engine / Model	Condition Description
Stellantis (Dodge / Jeep / RAM)	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

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
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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 Title Resolution: If title is not delivered within 90 calendar days of sale, EBlock may cancel the transaction and process refunds and fees in accordance with Section 8 of these Terms and Conditions. **Have questions? Contact your Territory Sales Manager or visit the Help Center in the EBlock App.**