

Arbitration Rules for Hyundai Policies and Procedures

The vehicles offered for sale are prior rental vehicles.

Block Sales:

HMA will not sell vehicles “off-the-block”. Sales will be recognized only when active bidding is in process “across the block” in the auction lane on sale day.

Vehicles Titles:

Titles or MSO’s will be provided to dealer via mail or directly after auction sale once full payment has been verified by the auction.

Dealer Inspection Responsibility:

As part of our partnership to provide accurate vehicle representation to our buyers, the auction and HMA take great care in the disclosure of vehicle condition and type prior to sale. It is the dealer’s responsibility to visually confirm condition of vehicles prior to active bidding on sale day. HMA and the auction will make all vehicles available for preview one day prior to the scheduled sale date. Missing equipment and/or visible damage, including but not limited to paint, sheet metal, glass and/or tires, will not be considered valid factors for vehicle arbitration. Please note that HMA Program vehicles are not equipped with floor mats, cargo nets, first aid kits and/or other port installed options and should not be considered as missing equipment.

Undisclosed or hidden damage will be addressed on a case-by-case basis. HMA will consider the following as hidden damage items: Odometer replacement, unibody damage, fire or flood damage, or true miles unknown (TMU).

Normal Wear and Tear

Dealers should be aware that normal wear and tear items such as batteries, hubcaps, interior/exterior trim, etc., are not considered warrantable items. If there is any doubt about the validity of a claim, please contact HMA’s District Parts and Service Manager for approval before work is done. Claims may otherwise be subject to chargeback.

Requests for Arbitration

HMA recognizes that there may be some instance when a dealer or agent has inspected vehicles prior to purchase and has verified vehicle condition, is knowledgeable as to the vehicle model, trim, and equipment, and has made an informed decision to bid on a vehicle “as is”. As such, all sales are considered final.

Exceptions to the foregoing are identified as the discovery of unintentionally undisclosed damage involving unibody, fire or flood damage, previously replaced odometer, or true miles unknown (TMU). It is dealer’s responsibility to report hidden damage to the Hyundai auction representative within 7 days of the purchase of vehicle at auction.

HMA will not negotiate dealer’s purchase price of a vehicle, but reserves the right to repurchase the vehicle in its sole discretion. It is expected that the dealer has made a thorough inspection of the vehicle upon delivery, and before altering it in any way. HMA will not bear financial burden for any costs incurred by the dealer subsequent to purchase at auction, including but not limited to paint and bodywork, detail work, parts, accessories or flooring expenses.

Hyundai Arbitration Rules

1. Frame-7 days from date of sale.
2. All cars sold Auction Guarantee
3. No Arbitration for paint work.
4. No Arbitration for Engine Cradle.

Warranty Coverage

Remainder of Hyundai’s 5 year/60,000 mile bumper to bumper warranty protects all used vehicles. Company vehicles with MSO’s only will be considered new and qualify for the remainder of Hyundai’s 10 year/100,000 mile bumper to bumper warranty. The warranty remainder is the original less accumulated time and mileage from date of first use.

Resale Requirements

Vehicles purchased at auction are “used” and should not be represented as “new” to the ultimate consumer. Dealer bears responsibility for compliance with state, local and Federal restrictions with respect to purchase of vehicles at auction.