

## SAMPLE PROVISIONS

### GM Dealer Sales and Service Agreement

#### ARTICLE 7. SERVICE OF PRODUCTS

##### 7.1 Service for Which General Motors Pays

###### 7.1.1 New Motor Vehicle Pre-Delivery and Inspections and Adjustments

Because new vehicle delivery condition is critical to customer satisfaction, Dealer agrees to perform specified pre-delivery inspections and adjustments on each new Motor Vehicle and verify completion according to procedures identified in the Service Policies and Procedures Manual.

###### 7.1.2 Warranty and Special Policy Repairs

Dealer agrees to perform (i) required warranty repairs on each qualified Motor Vehicle at the time of pre-delivery service and when requested by owner, and (ii) special policy repairs approved by General Motors. When the vehicle is returned to the owner, Dealer will provide owner a copy and explanation of the repair document reflecting all services performed.

###### 7.1.3 Field Actions and Corrections

General Motors will notify Dealer of suspected unsatisfactory conditions on Products, issue field action instructions, and make available a system that Dealer will use to check if a Product is subject to a field action. Dealer agrees to inspect and correct suspected unsatisfactory conditions on Products as instructed. For new and used Motor Vehicles in its inventory and for vehicles in its service facility, Dealer agrees to check the system for open field actions and to complete applicable field action inspections and corrections as instructed.

General Motors may ship, and Dealer agrees to accept, unordered parts and materials required for product field actions. Upon product field action completion, Dealer will receive credit for excess parts and materials so shipped if they are returned or disposed of in accordance with instructions from General Motors.

###### 7.1.4 Payment for Pre-Delivery Adjustments, Warranty, Field Action and Transportation Damage Work

For Dealer's performance of services, pre-delivery inspections and adjustments, warranty repairs, special policy repairs, field action inspections and corrections, and transportation damage repairs, General Motors will provide or pay Dealer for the Parts and other materials required and will pay Dealer a reasonable amount for labor. Payment will be made according to policies in the Service Policies and Procedures Manual. Dealer will not impose any charge for such service on owners or users expect where a deductible or pro-rata charge applies.

## **7.2 Parts, Accessories, and Body Repairs**

### **7.2.1 Warranty and Policy Repairs**

Dealer agrees to use only genuine GM or General Motors approved Parts and Accessories in performing warranty repairs, special policy repairs, and any other repairs paid for by General Motors, in accordance with the applicable provisions of the Service Policies and Procedures Manual.

#### **Porsche Sales and Service Agreement**

Porsche shall compensate Dealer for all warranty work and Special Policy adjustments in accordance with procedures and rates established from time-to-time by Porsche, and in accordance with applicable law.

Porsche agrees to pay Dealer for all replacement parts and/or other materials required and used in connection with such work and for labor in accordance with procedures and rates established from time-to-time by Porsche, and in accordance with applicable law.

#### **Kia Dealer Sales and Service Agreement**

**Warranty Service:** Dealer shall perform warranty service specified by Company, in accordance with Company's then current warranty policies and procedures manual. Company agrees to compensate Dealer for all warranty work, including labor, diagnosis, and genuine Kia parts and accessories, in accordance with procedures and at rates to be announced from time-to-time by Company, and in accordance with applicable law.

#### **Mercedes-Benz Passenger Car Dealer Agreement**

MBUSA agrees to compensate Dealer for all warranty repairs and policy service, including labor, diagnosis, and Genuine Mercedes-Benz Passenger Car Parts and Accessories, in accordance with procedures and at rates to be established from time to time by MBUSA.

#### **Subaru Dealer Agreement**

**Dealer Reimbursement:** To the extent that Distributor requires Dealer to furnish labor or to use Genuine Subaru Parts to fulfill Dealer's obligations under Sections 11.2, 12.9, 14.2, 14.3, or 15.1 hereof, Distributor shall reimburse or credit Dealer for such Genuine Subaru Parts and/or labor, as the case may be, at such rate or rates as Distributor is authorized to establish from time-to-time. Distributor shall advise Dealer of the applicable rates, which will be established in each instance with due regard for any applicable law. No claim for reimbursement will be accepted if the claim is submitted by Dealer later than the applicable time period established in the Subaru Customer/Dealer Services Policies, Guidelines, and Procedures Manual as amended from time-to-time.

### **Volkswagen Dealer Agreement**

Dealer agrees to comply with the provisions of the various dealer warranty manuals which VWoA may issue from time-to-time, and will follow the procedures established by VWoA for processing warranty claims and returning and disposing of defective Genuine Parts. Dealer will also comply with all requests of VWoA for the performance of services pursuant to warranty claims and will maintain detailed records of time and parts consumption and any other records used as the basis for submitting warranty claims. Dealer will submit warranty claims to VWoA electronically, and in accordance with procedures established by VWoA. Upon Dealer's compliance with such requests and maintenance of such records, VWoA will reimburse Dealer within a reasonable time for warranty claims at the then current rate of reimbursement specified by VWoA for Dealer. Strict adherence to the procedures and means established for processing warranty claims is necessary for VWoA to process such claims fairly and expeditiously. VWoA will be under no obligation with respect to warranty claims not submitted electronically and not made strictly in accordance with such procedures.

### **Fiat Chrysler Service Agreement**

FCA US has placed its trust and confidence in the integrity and fidelity of Dealer and, therefore, FCA US shall compensate Dealer for services claimed to have been performed by Dealer under FCA US' warranties or campaign inspections and corrections if claimed in accordance with FCA US' then current policies and procedures described above. Dealer agrees to comply with all such policies and procedures including, but not limited to, policies and procedures relating to the keeping of books and records respecting claims Dealer may make for compensation for service Dealer performs under FCA US' warranties or campaign inspections and corrections. Dealer agrees that FCA US may inspect Dealer's books and records regarding any warranty service or other claims for compensation Dealer may submit to FCA US.

Dealer shall perform all warranty, pre-delivery, road-ready, campaign inspections and corrections, and other services hereunder as an independent contractor and not as the agent of FCA US and shall assume responsibility for and hold FCA US harmless from all claims including, but not limited to, claims resulting from the negligent or willful acts or omissions of Dealer against FCA US arising out of or in connection with Dealer's performance of such service.