BBB AUTO LINE PROGRAM SUMMARY

McLaren Automotive Limited

McLaren has agreed to arbitrate claims covered by the applicable state lemon law. McLaren has also agreed to arbitrate certain warranty claims not covered by the lemon law. This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE.

LEMON LAW CLAIMS

A claim seeking relief under the applicable state lemon law must meet all standards set out by that law. The claim must involve a vehicle that is used in the manner required by the lemon law, and must be received by BBB AUTO LINE within the time period for filing a legal or administrative action under that law. Please see the attached description of applicable state lemon law provisions.

If the claim meets all standards set out by the applicable state lemon law, the arbitrator will award a refund or replacement vehicle including all remedies specifically provided by that law ***except*** attorney's fees, any penalties or multiple damages.

Please note:

- The award will be reduced for the customer's use of the vehicle in accordance with the applicable state lemon law.
- The arbitrator may adjust the award based on damage to the vehicle exceeding normal wear and tear.
- The arbitrator will decide whether the applicable state lemon law permits an adjustment to the award for any trade-in over-allowance or debt from a previous transaction.
- The award will not include any manufacturer rebate the customer received or used as a down payment or capitalized cost reduction.

WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

A claim that does not meet all standards of the applicable state lemon law might still be eligible for assistance through BBB AUTO LINE if it meets certain conditions. Please see the attached description of "non-lemon law" warranty claims that may be resolved through BBB AUTO LINE.

Note that these warranty claims must be received by BBB AUTO LINE within the MCLAREN basic coverage period of 3 years from the original warranty start date.

CUSTOMER RESPONSIBILITIES

At the time of a repurchase or replacement transaction, the customer's vehicle must be currently registered. The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

CLAIMS THAT WILL NOT BE ARBITRATED

- Claims involving a vehicle that was not distributed by McLaren or is not registered and normally operated in the 50 United States and Washington, D.C.
- Claims involving a salvaged, "total loss" or similarly branded title vehicle.
- Claims involving a product not manufactured by McLaren unless it is included by McLaren as original equipment on a McLaren vehicle.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims covered by insurance or by warranties of other manufacturers.
- Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has caused (1) bodily injury, or (2) an accident or fire that resulted in damage to any vehicle or damage to property.
- Allegations of fraud or other violations of law.
- Claims seeking punitive damages or compensation for loss of wages, personal injury or mental anguish.
- Claims that have been resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and McLaren or an authorized U.S. McLaren dealer.

OTHER IMPORTANT INFORMATION

- The customer must own or lease the vehicle throughout the entire arbitration process.

- If the customer files suit or a state administrative action against McLaren [or an authorized McLaren dealer] prior to the completion of the arbitration process, McLaren will not be obligated to continue with the arbitration.
- Upon the request of either the customer or McLaren, the BBB will arrange for a neutral technical expert to examine the vehicle prior to an arbitration hearing.
- A test drive may be taken in the vehicle only if the customer has liability insurance that satisfies his/her state's minimum requirements.

The BBB will let the parties know if other restrictions apply.

INFORMATION FOR NON-LEMON LAW CLAIMS
(WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW)

Time Period for Filing Claims

Claims must be received by BBB AUTO LINE within the McLaren Basic Coverage period of three years from the date of the vehicle's original warranty start date.

Eligible Claims

Claims must be based on a defect in the vehicle's material or workmanship that is covered by the McLaren New Vehicle Limited Warranty.

Eligible Vehicles

The vehicle must be owned or leased in the name of an individual who is the current owner or lessee. Unless the customer is seeking reimbursement for past repairs, the vehicle must have a current defect.

Remedies for Warranty Claims

The arbitrator may award the following remedies:

- Repairs.
- Reimbursement for money the customer paid to repair the vehicle.
- Repurchase of the vehicle.
- Replacement of the vehicle if purchased new.

Repairs/Reimbursement for Repairs

The arbitrator may award repairs to, or reimbursement for money paid for the repair of, defects in material or workmanship covered by the McLaren New Vehicle Written Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

Repurchase or Replacement

If a repurchase or replacement is awarded in a claim that does not meet all standards of the applicable state lemon law, the arbitrator may award up to the following remedies:

- ***Owned vehicle repurchase*** – The actual amount paid for the vehicle. This will not include any collateral charges (e.g., taxes, fees, finance and other charges, non-manufacturer items installed by a dealer or the customer, service contracts, insurance policies, and any amount not included on the purchase invoice).

- ***Leased vehicle repurchase*** – To the lessor: pay-off amount pursuant to the lease. To the lessee: any trade-in allowance/down payment and all base monthly payments actually paid, excluding all collateral charges (e.g., taxes, fees, finance/lease and other charges, non-manufacturer items installed by a dealer or the customer, service contracts, insurance policies, and any amount not included on the purchase invoice).

- ***Replacement*** – The customer will receive a new and substantially identical vehicle (not including modifications or additions after the vehicle's purchase/lease) from the same model year or, if that is not available, from the next model year. If a replacement vehicle from the same or next model year is not available, the customer may receive a replacement vehicle from subsequent model years but will be required to pay the difference between the Manufacturer's Suggested Retail Price (M.S.R.P.) of the current vehicle and the M.S.R.P. of the replacement vehicle.

Deductions/Exclusions from a Repurchase or Replacement Award

- The repurchase award will be reduced, or the replacement award will require payment, for the customer's use of the vehicle using the following formula:

$$\text{Use Deduction/ Payment} = \frac{\text{\# miles attributable to the customer at the time of the arbitration hearing}}{100{,}000} \times \text{Vehicle purchase price or gross capitalized cost}$$

- The award may be reduced based on damage to the vehicle exceeding normal wear and tear.
- The award will not include any trade-in over-allowance or debt from a previous transaction.
- The award will not include any manufacturer rebate the customer received or used as a down payment or capitalized cost reduction.