



## **BBB AUTO LINE PROGRAM SUMMARY**

### ***Pagani Automobili America, Inc.***

Pagani has agreed to arbitrate claims covered by the applicable state 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 award will not include 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.
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## **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 does not meet the definition of an Eligible Motor Vehicle under Pagani's program.<sup>1</sup>
- ◆ Claims involving a salvaged, "total loss" or similarly branded title vehicle.
- ◆ Claims involving a product not manufactured by Pagani unless it is included by Pagani as original equipment on a Pagani 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 death, or (2) an accident or fire that resulted in damage to any vehicle or damage to property.
- ◆ Claims seeking attorney's fees
- ◆ Claims involving a vehicle which has been raced or used in closed course competitive events
- ◆ 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 Pagani or an authorized U.S. Pagani dealer.

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<sup>1</sup> "Eligible Motor Vehicle" shall mean any Pagani USA specification and USA certified vehicle imported into the USA by Pagani (or a parent, sister or predecessor company) and first purchased or leased as new in the United States from an authorized Pagani USA dealer and registered in the United States, including Washington D.C., but excluding Puerto Rico and the U.S. Virgin Islands, at the time of the initiation of the BBB AUTO LINE claim.

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- ◆ Claims seeking punitive damages, incidental or consequential damages, loss of use, or compensation for loss of wages, personal injury or death, mental anguish, or emotional distress.
- Claims that have been resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Pagani or an authorized U.S. Pagani dealer.
- ◆ Claims not covered by the Pagani New Vehicle USA Limited Warranty.

## **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 Pagani [or an authorized Pagani dealer] prior to the completion of the arbitration process, Pagani will not be obligated to continue with the arbitration.
- ◆ Upon the request of either the customer or Pagani, 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 requirements.
- ◆ BBB AUTO LINE will use commercially reasonable efforts to find a technical expert with experience in or knowledge of hyper cars.

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

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