



BBB AUTO LINE PROGRAM SUMMARY

Maserati

Maserati North America, Inc. has agreed to arbitrate certain warranty claims covered by the applicable state lemon law. This *Program Summary* supplements the BBB AUTO LINE Arbitration Rules and describes the claims that can be resolved through BBB AUTO LINE.

ELIGIBLE CLAIMS AND REMEDIES

A warranty claim seeking relief under the applicable state lemon law must meet all standards of that law. The claim must be received by BBB AUTO LINE within the time period for filing a legal action under that law.

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

If the claim does not meet all standards of the lemon law, the arbitrator may award **repairs** to a defect in material or workmanship. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

Please note:

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

CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered. The customer will be responsible for turning over the vehicle with all of the original equipment and without abnormal wear or damage evident on the vehicle. The customer must remove all after-market equipment and ensure that removal of the after-market equipment does not damage the vehicle or affect its

operation or appearance. 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 not covered by the Maserati North America written warranty.
- ◆ Claims involving salvaged, “total loss” or similarly branded-title vehicles.
- ◆ 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.
- ◆ Claims seeking compensation for loss of wages, personal or emotional injury, or mental anguish.
- ◆ Claims seeking damages for fraud or other violations of law, punitive damages, penalties, or multiple or punitive damages.
- ◆ Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Maserati.

OTHER IMPORTANT INFORMATION

- ◆ The customer must own or lease the vehicle throughout the entire arbitration process.
- ◆ If the customer files suit, a state arbitration claim, or any other type of separate legal proceeding against Maserati prior to the completion of the arbitration process, Maserati will not be obligated to continue with the arbitration.
- ◆ The BBB AUTO LINE arbitrator may test drive 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.