BBB AUTO LINE PROGRAM SUMMARY

Nissan North America
LCV Models NV 1500, NV 2500 and NV 3500
South Dakota

Nissan has agreed to arbitrate certain warranty claims involving Light Commercial Vehicle Models NV 1500, NV 2500 and NV 3500. The following *Program Summary* describes the warranty claims that may be resolved through BBB AUTO LINE.

TIME PERIOD FOR FILING CLAIMS

Claims must be received by BBB AUTO LINE before the expiration of the Basic Coverage period of the Nissan New Vehicle Limited Warranty.

ELIGIBLE CLAIMS

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

ELIGIBLE VEHICLES

Claims must involve a Nissan Light Commercial Vehicle – Model NV 1500, NV 2500 or NV 3500 – that was distributed by Nissan North America.

REMEDIES FOR WARRANTY CLAIMS

The arbitrator may award the following remedies:

- Repairs.
- Reimbursement for money the customer paid to repair the vehicle if the repairs should have been covered by the Nissan New Vehicle Limited Warranty.
- Reimbursement of reasonably incurred towing costs incurred for towing the vehicle to the nearest Nissan dealer that services Light Commercial Vehicles.
- Repurchase of the vehicle.
- Replacement of the vehicle if it was purchased or leased 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 Nissan New Vehicle Limited 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 South Dakota lemon law, the arbitrator may award up to the following remedies:

- **Owned vehicle repurchase** – Nissan will refund the actual amount paid for the vehicle. This will not include any collateral charges (such as taxes, fees, finance and other charges, non-manufacturer items installed by a dealer or the customer, service contracts, or insurance policies).

- **Leased vehicle repurchase** – Nissan will pay to the lessor the pay-off amount pursuant to the lease. Nissan will refund to the lessee any trade-in allowance/downpayment and all base monthly payments actually paid, excluding all collateral charges (such as taxes, fees, finance/lease and other charges, non-manufacturer items installed by a dealer or the customer, service contracts, or insurance policies).

- **Replacement of a vehicle purchased or leased new** – Nissan will replace the vehicle with a new and substantially identical vehicle (not including modifications or additions after the vehicle's purchase/lease) from the same model year or, if one 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.

  Important: Replacement is not an available remedy if the current customer purchased or leased a used vehicle.

DEDUCTIONS/EXCLUSIONS FROM A REPURCHASE OR REPLACEMENT AWARD

- The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down-payment or capitalized cost reduction.

- The award will not include debt from a previous transaction.

- 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 customer may be required to pay for damage to the vehicle exceeding normal wear and tear.

CUSTOMER RESPONSIBILITIES

At the time of any 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 not covered by the New Vehicle Limited Warranty issued by Nissan North America.
- Claims involving vehicles with a salvaged, "total loss" or similarly branded titled vehicles.
- Claims alleging failure to disclose vehicle damage that has been corrected prior to the vehicle's delivery to the customer.
- 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 (1) caused bodily injury or (2) caused an accident or fire that resulted in damage to any vehicle or damage to property.
- Claims alleging fraud or seeking punitive damages or compensation for legal fees, loss of wages, personal injury or mental anguish.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Nissan.

OTHER IMPORTANT INFORMATION

- The customer must own or lease the vehicle throughout the entire arbitration process.
- If the customer files suit or a state arbitration claim against Nissan prior to the completion of the arbitration process, Nissan will not be obligated to continue with the arbitration.
- 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.