Lotus Cars USA, Inc. has agreed to arbitrate certain warranty claims covered by the applicable state lemon law. Lotus has also agreed to arbitrate certain warranty claims not covered by the lemon law. This Program Summary describes the lemon law claims and other warranty 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 of that law. The claim must be received by BBB AUTO LINE within the time period for filing a legal action under that law. Please see the attached description of the 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 excluding attorney’s fees, any penalties or multiple damages. Please see the attached description of the applicable state lemon law provisions.

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 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 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.
WARRANTY CLAIMS NOT COVERED
BY THE LEMON LAW

A claim that does not meet all standards of the applicable state lemon law may be eligible to receive other remedies if it meets certain conditions. Please see the eligibility description of “non-lemon law” warranty claims that may be resolved through BBB AUTO LINE below.

Time Period For Filing Claims
Claims must be received by BBB AUTO LINE within 3 years or 36,000 miles – whichever comes first – from the date of the vehicle’s initial retail delivery.

Eligible Claims
Claims must be based on a defect in the vehicle’s material or workmanship that is covered by the Lotus Cars USA New Vehicle Limited Warranty.

Eligible Vehicles
The customer’s vehicle must be:

- Owned or leased in the name of an individual, or used primarily for personal, family, or household purposes; and
- Covered by a warranty issued by Lotus Cars USA, Inc.

Remedies For Warranty Claims
The arbitrator may award the following remedies:

- Repairs.
- Reimbursement for money the customer paid to repair the vehicle if those repairs should have been covered by the Lotus Cars USA New Vehicle Limited Warranty.

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 Lotus Cars USA New Vehicle Limited Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle’s options or its design.
CLAIMS THAT WILL NOT BE ARBITRATED

♦  Claims involving salvaged or “total loss” vehicles, or vehicles otherwise not covered by a Lotus Cars USA New Vehicle Warranty.
♦  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 an accident or fire that resulted in damage to any vehicle or damage to property.
♦  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 bodily injury.
♦  Allegations of fraud or other violations of law.
♦  Claims 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 Lotus.

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 Lotus prior to the completion of the arbitration process, Lotus 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.