

## **EXCHANGE NEW CAR SALES CUSTOMER BILL OF RIGHTS**

Exchange New Car Sales has created its own exclusive consumer protection program for military customers stationed abroad that is similar to stateside “lemon laws.” It is called the “Customer Bill of Rights.” It does not replace your manufacturer’s limited warranty, which is still your primary protection. In simple terms, this “Customer Bill of Rights” is our way of saying, “When you purchase a vehicle for overseas delivery, if a non-conforming condition in your vehicle covered by the manufacturer’s warranty cannot be repaired after a reasonable number of tries, you may be protected by the Customer Bill of Rights” See Customer Rights.

### **I. Customer Rights:**

- A. When you purchase through the Exchange or Ship’s Stores New Car Sales Program a **new** DaimlerChrysler or Ford vehicle for overseas delivery, you are protected by consumer safeguards that are similar to those provided by stateside “lemon laws.” This Bill of Rights only applies to overseas deliveries in those countries where ENCS delivers new vehicles, the USA and it’s territories are excluded.
- B. You have the right to have repairs under the factory-limited warranty completed properly. You must have a valid factory warranty to be protected under this Customer Bill of Rights.
- C. You have the right to have a non-conforming condition which impairs the safe operation of your vehicle or materially impairs its value corrected in no more than three (3) sequential attempts (as defined under Section III. Terms & Conditions) by the DaimlerChrysler or Ford authorized repairer, and if it is not – you have the right to return your vehicle\* and receive a refund of your purchase price net of all rebates and discounts (as defined below). All repairs must be made by a manufacturer-authorized repair facility.

**II. Refund Calculation:** If you meet the terms for receiving a refund of your purchase price and you return your vehicle\*, the refund shall be calculated as follows:

- A. If the vehicle has less than 10,000 (ten thousand) miles of use, you are entitled to a full refund of your net purchase price (net of all rebates and discounts) less the cost of repair of damages and/or a non-conforming condition other than that which occasioned the refund;
- B. If the vehicle has more than 10,000 (ten thousand) miles of use, then the refund will be adjusted under the following formula:

(Your net purchase price ÷ 100,000) x (number of miles over 10,000) = refund reduction adjustment (less the cost of repair of damages and/or a non-conforming condition other than that which occasioned the refund)

For example, the refund reduction adjustment on a net cost \$15,000 car with 18,000 miles of use would be \$15,000÷100,000 x 8,000 miles or a refund reduction adjustment of \$1,200. (If the vehicle needed, for example, a damaged fender repaired for \$100, the refund reduction adjustment would be \$1,300.)

### **III. Terms & Conditions:**

- A. **Notice.** Before a subsequent attempt is made to correct a non-conforming condition you must notify us. We shall then have two (2) attempts to diagnose and/or correct the non-conformity (see paragraph III (E)(1) below).
- B. **Coverage Period.** Coverage under the Bill of Rights expires 24 months or 24,000 miles from the date of delivery, whichever occurs first.
- C. **Restrictions.** The Customer Bill of Rights is intended to protect customers whose vehicles are overseas from non-conforming conditions that reduce the vehicle to the category of a “lemon.” Coverage applies only to a non-conforming condition that (1) either prevents the safe operation of the vehicle or materially impairs the value of the vehicle, that would otherwise be covered by the factory limited warranty; and, (2) has not been corrected after

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\* Upon returning your vehicle to us you must transfer the title to us, free and clear of all liens and security interests (if any) on the vehicle.

three (3) sequential attempts within 60 days or 2,000 miles by the DaimlerChrysler, Ford or General Motors authorized repairer. A non-conforming condition that is corrected but recurs no less than 3 times within 60 days or 2,000 miles (whichever occurs first) is considered to be in the same sequence. Diagnosis and repair in all three (3) sequential attempts must be done by a manufacturer-authorized repairer. Should the nonconforming condition occur after 60 days or in excess of 2,000 miles (whichever occurs first) it is considered a new sequence. The non-conforming condition must be the same condition in all instances of repair.

The Customer Bill of Rights is not transferable and applies solely to new vehicles delivered overseas through the Exchange New Car Sales Program and is not applicable in the U.S.A., its territories and possessions. (Puerto Rico and Guam are US territories.)

- D. Exclusions. The Customer Bill of Rights will NOT apply to non-conforming conditions (1) that are not otherwise covered by the factory limited warranty, including but not limited to a non-conforming condition caused by wear and tear and/or the maintenance arising therefrom, and/or owner's abuse and/or negligence; nor, (2) that do not substantially impair the use, safety or value of the vehicle, or when the non-conformity is the result of accident, abuse, neglect or unauthorized modifications or alterations.

Any unauthorized modifications on your vehicle could void your factory warranty. Without a factory warranty, you are not protected under this Customer Bill of Rights.

- E. Claims Submission Procedure. In the event you wish to file a claim under the Customer Bill of Rights, you must adhere to the following procedure for your claim to be processed. Failure to follow this procedure will result in the rejection of your claim:

1. In the event the first attempt by a manufacturer-authorized repairer did not cure the non-conforming condition, **you must notify us in writing before any subsequent attempt to repair is initiated.**
2. Written notice must be mailed to one of the offices specified below.
3. You must cooperate with us in our attempts to have your vehicle properly diagnosed and repaired.
4. Claims may be filed at the following offices depending on where your vehicle is located:

**EUROPE:**

Military Car Sales GmbH  
Westerbachstr. 23  
61476 Kronberg/Ts.  
Germany  
Telephone: 06173-704-256  
or 06173-704-257  
e-mail: custserv@militarycars.com

**FAR EAST:**

HQ KOSA – (AAFES), OMSC, Bldg P46  
FEDE Compound (Kyoi Yuk Cho)  
40-5 Ulchiro-5 Ga  
Jung-ku, Seoul, Korea  
Telephone: 721-7001/02 (Military)  
or 2270-7001/02 (Commercial)

**ALL OTHER LOCATIONS:**

Military Car Sales, Inc.  
100 Crossways Park West  
Woodbury, NY 11797  
USA  
Telephone: (516) 921-2800  
or 1 (800) 669-6183