

Program Terms and Conditions

Welcome to www.FordPSN.com (the “Site”). These Terms and Conditions (“Terms and Conditions”) apply to your access to and use of the Ford Professional Service (“FordPSN”) Site and the FordPSN Program (the “Program”) which is brought to you by Ford Motor Company, One American Road, Dearborn, Michigan 48126 United States of America (“Ford”, “we”, “us”, and “our”).

The Ford Professional Service Network Program rewards an Independent Repair Facility (“IRF”, “you”, “your”) for the purchase of eligible parts. These Terms and Conditions govern the IRF participation in the Program.

These Terms and Conditions and Conditions do not alter in any way the Terms and Conditions of any other agreement you may have with us. Access to and use of the Site under these Terms and Conditions is limited to the United States. The content on the Site is owned by Ford or its affiliated companies and by affiliates and third parties that post on the Site through a license from Ford, but for whom Ford assumes no direct responsibility. Please read these Terms and Conditions, and the Privacy Policy located on this Site, as they, together with any additional Terms and Conditions to which you agree when using particular elements of the Site, constitute the entire agreement regarding the Site and set forth the legally binding Terms and Conditions governing your visit to this Site. These Terms and Conditions contain important disclaimers and other provisions that limit our liability to you. These Terms and Conditions apply to all persons who visit this Site (“Visitors”), regardless of your level of participation.

By using this Site, you also agree that you will not use this Site for any purpose that is unlawful or in contravention of these Terms and Conditions. Ford and its affiliates reserve the right to update or change these Terms and Conditions from time to time without notifying you. **If you object to any such changes, your sole recourse shall be to cease using this Site.** Continued use of the Site following the effective date any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the Terms and Conditions of such changes. Ford may cease all or part of the Site at any time without notice. If you do not agree to any of these Terms and Conditions, or the Privacy Policy, please do not use the Site.

PLEASE READ THESE TERMS AND CONDITIONS AND THE PRIVACY POLICY VERY CAREFULLY. IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS, OR THE PRIVACY POLICY, PLEASE STOP PARTICIPATING IN THE PROGRAM AND DO NOT USE THE SITE.

1. PROGRAM REQUIREMENTS:

Only an enrolled Independent Repair Facility (“IRF”) may participate. New vehicle dealerships, and used vehicle dealerships affiliated with any new vehicle dealerships are not eligible for the Program. Fleet companies are not eligible for the Program. Fleet companies are defined as entities that purchase or lease vehicles for use in conducting their day-to-day business. Ford reserves the right to periodically review and determine the eligibility of Program participants or any IRF requesting participation in the Program. Part distributors, warehouses, and resellers are excluded from the Program

You must meet the following standards prior to enrollment in the Program:

- (a) Clean and Safe Workplace
- (b) High Quality Service
- (c) Committed to Customers
- (d) ASE or State Certification – 1 Technician minimum
- (e) “Garage Keepers” Insurance or equivalent insurance policy and limits

If you do not continue to adhere to the aforementioned standards during the Program, you may be removed from the Program.

2. PROGRAM PERIOD:

Program periods may vary from program to program. Please check your PSN dashboard for the duration of each program.

3. PROGRAM REWARD REDEMPTION DATES:

An IRF must redeem a Reward within 45 days after program data certification.

4. TRANSACTION-BASED PROGRAM:

Once an IRF is enrolled in the Program, the following Terms and Conditions apply:

I. Participation:

(a) An enrolled IRF is assigned a purchase target(s) determined by Ford based on historical data and the size of the IRF. Ford, at its sole discretion, at any time, may modify and/or update the IRF baseline purchase and purchase target during the duration of a Program period upon receipt of updated data.

(b) An IRF must purchase eligible parts from a Ford or Lincoln dealership or a Ford Authorized Distributor (“FAD”) within applicable program dates.

(c) An IRF receives Program purchase credit when a Ford or Lincoln dealership or a Ford Authorized Distributor processes or closes an invoice. If an invoice is opened at the end of a program period but closed during the next program period, the IRF receives purchase credit when the invoice is closed.

(d) Any parts that are returned will be deemed returned as the date of the actual physical return and the cost will be automatically deducted from the qualifying Program Purchases.

(e) Core charges are excluded from eligible purchases and will not count toward qualifying Program Purchases.

(f) Collision part purchases are excluded from the Program.

(g) Tire purchases are excluded from the Program.

(h) Qualifying Purchase (“Eligible Purchase”). A qualifying or eligible purchase is made when an IRF purchases eligible parts as described in Section 4(l)(b-g) and the data is certified by Ford.

(i) Membership Status and Purchase Target. Eligible purchases are used to establish the baseline membership status of an IRF after it enrolls in the Program. Eligible purchases are also used by Ford to determine the assigned purchase target for an IRF.

(ii) Purchase Target and Award Cards. Eligible purchases from a Ford or Lincoln dealership or FAD are counted towards the IRF assigned purchase target. Excludes collision parts, tires, accessories, fluids and Power Stroke Diesel engines.

(i) When an IRF has reached the assigned purchase target, the IRF will receive an Awards card with a pre-loaded dollar amount based on qualifying IRF purchases. Rewards can be redeemed in a variety of ways but are not transferable directly into cash. Awards cards will be issued each year.

(j) All Awards Cards will be issued in the registered business name and year in which the reward was earned. Notwithstanding the foregoing, redemption for any qualifying purchase in Q4 will have the subsequent year listed on the award card.

(k) Any parts that are returned will be deemed returned as the date of the actual physical return and the cost will be automatically deducted from the year-to-date qualifying Program Purchases.

(l) Base program rewards are not to exceed \$10,000.00 for any enrolled IRF.

(m) Ford reserves the right to audit and verify all Program purchase and sales data in order to determine program eligibility. IRF purchase price cannot exceed the Ford list price at the time of sale.

(n) If Ford determines that that an IRF has engaged in fraud or intentional misrepresentation, Program purchases

will be deducted accordingly and the IRF will be terminated from the program and banned from enrollment in future incentive programs.

(o) Ford, in its sole discretion and without prior notice to IRF, may change at any time the entire Program: (i) the minimum qualifying purchase value needed to earn a Reward; (ii) the value of the Reward earned by the IRF; (iii) the number of qualifying purchases needed to earn a Reward; (iv) the period of time IRF has to earn Rewards; and (v) the period of time an IRF receives to redeem Rewards.

(p) Qualified IRF participants must login and redeem their awards within forty-five (45) days from the start of the redemption period. Awards will expire after the conclusion of the Program redemption period. Awards will be forfeited if the IRF does not login and redeem their award during the redemption period.

(q) Any program payout exception request must be initiated via email by the IRF within ninety (90) days of the individual Program end date. The IRF must have a valid reason for not claiming their award within the normal 45-day redemption period. Ford will consider claims made beyond the normal 45-day redemption period on a case-by-case basis. Ford, at its sole discretion, will determine whether or not to grant an exception to the 45-day redemption period.

II. Membership Levels:

(a) FordPSN features two membership levels – Standard and Elite.

(b) Membership status is for the current calendar year ending on December 31 and membership status will be evaluated on January 1.

(c) Standard membership. Upon enrolling in the Program, an IRF that has total purchases for the four previous completed quarters under \$28,000 will be considered a Standard member.

(d) Elite membership. Upon enrolling in the Program, an IRF may qualify for Elite status if it has eligible purchases totaling \$28,000 or more for the four previous completed quarters. Elite status will be determined after data certification by Ford.

(e) A Ford, Motorcraft, or Omnicraft purchase made at a Ford or Lincoln dealership or a FAD is considered an “eligible purchase” for purposes of qualifying for Elite membership.

(f) After enrolling in the Program, a Standard member may earn Elite status by purchasing \$7,000 or more in a given quarter. Membership status will be updated in the following quarter after data certification. The only part where this wouldn't apply would be in Q4 because at the beginning of each year we look at the 4 completed quarters to establish new membership for the new year.

III. Rewards and Redemption:

(a) The number of Program purchases necessary to earn an Awards Card by each IRF is determined by Ford in its sole discretion and may be changed without prior notice to the IRF during the term of the Program.

(b) Rewards are not exchangeable for cash.

(c) Rewards are void if sold or exchanged for cash or other consideration or if otherwise received or used in violation of the Terms and Conditions herein.

(d) Rewards are not capable of being combined or transferred to any other type of Ford promotional offering or reward except in Ford's sole and unfettered discretion.

(e) At the conclusion of each Program and after data has been certified by Ford, an IRF will receive an email from Ford indicating that the IRF has reached its purchase target and it will need to login to www.FordPSN.com and click the designated section on the dashboard to redeem its Awards Card.

IV. Rewards Program:

In order to receive the prepaid award card, qualifying purchases must satisfy the qualifying award program

purchase requirements as outlined in these Terms and Conditions. Failure to meet the qualifying purchase requirements will disqualify your reward credits. This offer is void where taxed, restricted or prohibited by law.

All Terms and Conditions and rules of this rewards program are subject to change. Rewards have no cash value, are non-negotiable, are not escheatable, and cannot be redeemed either in whole or in part for cash. Awards do not constitute property of any IRF and may not be brokered, bartered, attached, pledged, auctioned, gifted, sold or otherwise transferred or disposed of for consideration, or in any manner otherwise received or used in violation of the rules herein, other than by Ford or as expressly provided for in these Program Rules, and any receipt or use of rewards in violation of the Terms and Conditions herein will render such rewards void. Awards are not capable of being combined or transferred to any other type of Program offering or award.

V. Award Card Information:

Reward credits are paid in the form of a prepaid Mastercard award card. Refer to the Welcome Letter and Cardholder Instructions included with the Card for details and other important information related to the prepaid award card. Cards are issued by Comerica Bank, pursuant to a license by Mastercard® International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. The prepaid award card may be used to make purchases at any of the millions of merchant locations worldwide that accept Mastercard debit cards. If there are remaining funds on your Card past the Card expiration date, you will no longer be able to use the Card, but the funds will not expire. A \$10 Closing Fee will be deducted from any balance that remains on your Card and a check for any remaining balance will be mailed to you at the address on file. To avoid the Closing Fee, you should use all of the funds before the Card expires. Please allow up to 8 weeks for delivery of the prepaid reward card. If you have not received your prepaid award card within 8 weeks after redeeming the rewards or have questions about the Award Program, contact Program Headquarters at 1-800-404-4980 (M-F 9:00 AM - 7:00 PM EST) or via email at support@FordPSN.com.

VI. Program Offerings

(a) Loyalty Program – available only to Elite IRF members

(i) Elite member's purchase activity in the previous quarter establishes the member's loyalty earnback percentage.

Example: In Q1 of 2020, the IRF can earn 2% on eligible purchases based on its Q4 2019 purchase amount.

(ii) ALL purchases count towards what the IRF earnback level will be, however the IRF will only be paid for on eligible purchases.

Example: The IRF is earning 2% in this quarter and has total purchases of \$10,000. The full \$10,000 will count towards the future earnback level but the IRF will only be paid on \$5,000 because only half of the IRF purchases are considered "eligible purchases" for a final payout of \$100.

(b) Growth Program – available to all members

(i) All purchases will be tracked. Payouts will be determined on eligible purchases only.

(c) Power Stroke Pride and Loyalty Program – available to all members

(i) Only eligible purchases count.

(ii) Once an IRF meets the pre-determined target, it will earn the respective percentage.

(d) Rebates

(i) Select rebates will be offered on a quarterly basis.

5. FORD PROFESSIONAL SERVICE NETWORK ADDITIONAL RULES:

(a) Ford reserves the right to cancel, modify or restrict any aspect of the Program at any time with or without notice.

(b) IRF participation in the Program may be revoked at any time. Any abuse of the Program, failure to follow any

Terms and Conditions of the Program, or any misrepresentation may subject the IRF to reward credit revocation and will affect eligibility for further participation in the Program. Further, Ford reserves the right to seek all remedies, whether available at law or at equity, criminal or civil, in the event IRF defrauds or abuses the Program, fails to follow any Terms and Conditions of the Program, or makes any misrepresentation to Ford; (c) Qualifying program purchases, as reflected in Ford's records, shall be deemed correct; (d) Ford is not responsible for communications and Award cards lost due to a change of address or other contact information; (e) Program rules are void only to the extent prohibited by law; (f) Taxes on Awards Cards may apply where required by law. Any tax liability, including disclosure, is the sole responsibility of the IRF. Please consult your tax professional; (g) From time to time, qualifying purchase totals will be updated in the Program. Please log-in and check the Program website (www.FordPSN.com) for the most up-to-date purchase totals; (h) Ford may waive compliance with these Terms and Conditions in its sole discretion and may run promotions from time to time that provide enhanced benefits to select IRFs. Notwithstanding the foregoing, Ford's failure to exercise any of its rights under these Program Rules or its delay in enforcing or exercising any of those rights shall not constitute a waiver of such rights; (i) For more information about the Program call 1-800-404-4980.

6. PROGRAM CHANGES AND PROGRAM TERMINATION:

Ford reserves the right to change or terminate the Program, or parts thereof, at any time without notice and without further obligations to the IRF. Ford reserves the right at any time to correct or modify the IRF baseline purchase and purchase target during the duration of a program period upon receipt of updated baseline data and Ford records. Changes may include, but are not limited to, alteration of Terms and Conditions, program rewards, award levels, rules for earning, and continued availability of rewards. Any and all changes to the Program will become binding upon the IRF immediately. The Program is considered to be terminated as of the date the notice is posted online at www.FordPSN.com

7. CONFIDENTIALITY/PRIVACY:

Any information provided by an IRF will be handled according to the www.FordPSN.com Privacy Statement.

8. INTERPRETATION OF PROGRAM TERMS:

All interpretations of these Terms and Conditions will be at Ford's sole discretion and Ford's decisions will be final.

9. INDEMNITY, HOLD HARMLESS:

By participating in the Program, you agree that you will defend, indemnify and hold harmless Ford, its subsidiaries and affiliates, their respective distributors, dealers, dealer associations, suppliers, licensors, partners and advertising and promotions agencies together with their respective employees, agents, directors, officers and shareholders (collectively "Ford") from and against all the liabilities, claims, damages, or expenses (including reasonable attorneys' fees and costs) arising out of: (i) your participation in the Program; (ii) your breach or alleged breach of these Terms and Conditions; (iii) and/or your breach or alleged violations of any applicable law, ordinance or regulation or government authorization or order; and/or (iv) your breach or alleged violation of the patent, copyright, trademark, proprietary or other rights of third parties. Ford reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and, in such case, you shall agree to cooperate with Ford's defense of such claim.

10. LIMITATION OF LIABILITY:

The Program, www.FordPSN.com and all the information accessible through it are provided for information purposes only on an "as is" and "as available" basis. Ford, our information and service providers, and their agents make no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the Program, the information, materials, content, availability, and products.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FORD, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SHAREHOLDERS, REPRESENTATIVES AND AGENTS (COLLECTIVELY "RELEASED PARTIES") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT IN CONNECTION WITH THE PROGRAM AND YOUR PARTICIPATION THEREOF. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THE RELEASED PARTIES, ANY THIRD PARTIES

INVOLVED IN PROVIDING THE PROGRAM, AND ALL OF OUR AGENTS, ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (I) ERRORS, MISTAKES, UNAVAILABILITY, INCOMPLETENESS OR INACCURACIES RELATED TO THE OPERATION OF THE PROGRAM, OR ITS INFORMATION, MATERIALS, CONTENT OR PRODUCTS, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PROGRAM, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD-PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PROGRAM. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME, PROFITS, GOODWILL, DATA, OR USE OF MONEY, WHETHER IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), CONTRACT OR OTHERWISE, ARISING OUT OF OR RELATED TO ANY ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SERVICE OR ANY OF ITS FEATURES, FUNCTIONALITIES, CAPABILITIES OR CONTENT, EVEN IF THE RELEASE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW DISCLAIMERS OF VARIOUS WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE FULL EXTENT PERMISSIBLE UNDER THOSE LAWS.

11. MISCELLANEOUS:

These Terms and Conditions (including any supplemental or other Terms and Conditions referenced herein) constitute the entire agreement regarding the Program. Unless and to the extent local law requires otherwise, these Terms and Conditions are governed by, and construed in accordance with, the laws of the State of Michigan, except in relation to any conflict of law provisions thereof. Unless local law mandates otherwise, all lawsuits arising from or relating to these Terms and Conditions shall be brought in: (A) the United States District Court for the Eastern District of Michigan, Southern Division in Detroit, as to any claim or proceeding over which it may have jurisdiction; or, (B) the Circuit Court for the County of Oakland, Michigan (6th Circuit – Pontiac) as to all other claims or proceedings. If a court determines that any term or condition in these Terms and Conditions is illegal or unenforceable, then such term will be eliminated and the remaining Terms and Conditions and conditions will remain in full force and effect. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions remain in full force and effect. The headings in these Terms and Conditions are for convenience only and have no legal or contractual effect. Neither the Program nor any Reward or benefit offered by the Program creates, constitutes or gives rise to any legal or contractual rights by an enrolled fleet against Ford Motor Company.

12. SPONSOR:

Ford Motor Company is the exclusive sponsor of this Program.

Operator / Contact Us

The Program is operated by Ford Motor Company, One American Road, Dearborn, Michigan 48126 United States of America.

If you have any questions, comments, or claims regarding the Service you may contact Program Headquarters at:

Phone: 1-800-404-4980 (Monday - Friday 9:00 AM - 7:00 PM EST)

Email: support@FordPSN.com.