WARRANTY POLICY AND PROCEDURE MANUAL

Effective - February 1, 2024

AUTOMOBILI LAMBORGHINI S.p.A.

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GLOSSARY OF TERMS:

Under this Lamborghini Warranty Policy and Procedure Manual, the capitalized terms used herein have the following meanings:

- **Authorized Lamborghini Dealer** - any qualified dealership authorized by a written agreement with Automobili Lamborghini S.p.A. to sell new Lamborghini vehicles;

- **Service Center** - any qualified workshop authorized by a written agreement with Automobili Lamborghini S.p.A. to repair and service Lamborghini vehicles, to provide Customer assistance and supply original spare parts;

- **Warranty Start Coupon** - the document inside the cover of the Warranty and Scheduled Maintenance Plan Booklet, which specifies the areas to which the warranty applies, as well as the start and end date of the warranty for your Lamborghini vehicle;

- **Warranty** - this conventional warranty offered by Automobili Lamborghini S.p.A.;

- **Warranty and Scheduled Maintenance Plan Booklet** - this handbook supplied with every Lamborghini vehicle containing the warranty terms and conditions and the frequency/schedule for regular servicing;

- **Owner's handbook** - the manual supplied with the vehicle containing the instructions, warnings and recommendations not only to correctly, safely and satisfactorily use the vehicle, but also to service the vehicle correctly and respect the environment;

- **Lamborghini Genuine Parts or Accessories** - Spare Parts or Accessories supplied directly by the Manufacturer;

- **Aftersales Area Manager** - Lamborghini representative for aftersales business in the market;

- **Technical Field Manager** - Lamborghini representative for technical assistance in the market;

- **Service department** - Lamborghini organizational unit responsible for customer, vehicle and warranty assistance;

- **LIASS** - Lamborghini integrated aftersales system;

- **Courier / Transporter** - person in charge for new vehicle transportation in the market;

- **Audit** - deeply check related to the observance of Lamborghini Service department procedures.

INTRODUCTION

This Warranty Policy and Procedure Manual (this "**Manual**") and all the manuals referenced herein constitute an integral part of the Lamborghini Dealer and Service Agreement between Automobili Lamborghini S.p.A. (hereafter referred to as "**Lamborghini**") and its Dealers and Services.

This Manual and the other manuals referenced herein outline the responsibilities and warranty procedures of Lamborghini, Dealer and Services and the customer, being it the Lamborghini New Vehicle Limited Warranty or any other Lamborghini extended warranty, Maintenance Programs or Selezione that may be available in the market. They also set forth the required standards for Dealers and Services in managing workshops, repairing vehicles and customer care.

This Manual is an official Lamborghini document prepared for the exclusive use of Lamborghini and its Dealers and Services.

The policies and procedures in this Manual are applicable to every Dealer and Services in Lamborghini's Dealer and Service network. Accordingly, every Dealer and Service must comply with the standards and requirements set forth in this Manual.

This Manual replaces all warranty procedure manuals and associated bulletins published prior to this Manual's effective date.

The information contained in this Manual is based on the latest information available at the time it was printed.

Lamborghini reserves the right to update or modify this Manual in its sole discretion at any time. Updates will be made via Warranty bulletins and/or total or partial revisions of this Manual.

For questions not covered by this Manual, please refer to Lamborghini Warranty Department.

CHAPTER 1. LAMBORGHINI VEHICLE WARRANTIES

The warranties provided by Lamborghini with respect to new Lamborghini vehicles built by Automobili Lamborghini S.p.A. and sold in UE, SEE, Switzerland, Northern Ireland and UK by Automobili Lamborghini S.p.A ("Territory") through its Dealer and Service network are contained in the Warranty and Scheduled Maintenance Plan Booklet. This includes the Lamborghini New Vehicle Limited Warranty.

The specific legal obligations associated with vehicle sales and service are governed by applicable law.

Please note that while the below sections summarize the terms contained in the Warranty and Scheduled Maintenance Plan Booklet, this Manual does not constitute or comprise the Warranty. In the event of a conflict between the terms in this Manual and the terms of the Warranty and Scheduled Maintenance Plan Booklet, the terms of the Warranty and Scheduled Maintenance Plan Booklet control. In addition, capitalized terms used but not defined in this Manual's Chapter 1 have the meanings ascribed to them in the Warranty and Scheduled Maintenance Plan Booklet.

1.1. Warranty and Scheduled Maintenance Plan Booklet

The Warranty and Scheduled Maintenance Plan Booklet is an official Lamborghini document that is provided to the customer with each new Lamborghini vehicle sold in the Territory. The Warranty and Scheduled Maintenance Plan Booklet contains the terms and conditions of the warranties provided by Lamborghini applicable to new Lamborghini vehicles sold within the Territory, as well as the vehicle maintenance procedures for the customer to follow. This Manual provides for the performance of and procedures for Lamborghini warranty service by Dealer and Service, as required by your Lamborghini Dealer and Service Agreement. Lamborghini recommends that you read this Manual carefully.

Lamborghini recommends that the Warranty and Scheduled Maintenance Plan Booklet be carefully updated with all documents issued to, all maintenance coupons for, and all special maintenance procedures performed on, the vehicle.

It is essential for the information in the Warranty and Scheduled Maintenance Plan Booklet to be kept complete and up to date so that all service operations required by the vehicle throughout its life will be performed correctly (Lamborghini New Vehicle Limited Warranty, Goodwill or any Lamborghini extended warranty).

The Warranty and Scheduled Maintenance Plan Booklet includes:

- warranty terms and conditions;
- scheduled maintenance plan tables; and
- The following coupons:
    - Warranty Start Coupon;

- Pre-delivery inspection (PDI);
- Coupon A (for applicable models only);
- service confirmation;
- repair of structural parts;
- airbag replacement;
- information about the processing of personal data;
- transfer of ownership; and
- service and recall campaign.

1.2. Warranty Exclusivity; Effectiveness

The warranties included in the Lamborghini New Vehicle Limited Warranties are:

- 3 years standard warranty and the warranty extensions relating to the fourth and fifth with unlimited mileage;
- paint - 3 years and unlimited mileage;
- perforating corrosion of the vehicle body - 12 years and unlimited mileage;
- emission warranty according to applicable federal and state law;
- high voltage batteries.

They are contained in the Warranty and Scheduled Maintenance Plan Booklet, as updated from time to time (collectively, the "Lamborghini New Vehicle Limited Warranties"), are the sole and exclusive express warranties provided by Lamborghini as to new Lamborghini vehicles manufactured and assembled by Automobili Lamborghini S.p.A. and are in lieu of any other warranty, whether written, oral or implied (unless otherwise mandated by applicable laws).

In addition to carrying out all obligations imposed on it by law or by contract, all Dealer and Services must provide warranty services to the customer under the terms of the Lamborghini Warranties in relation to any Lamborghini vehicle (whether or not supplied by Dealer and Service).

In addition to the terms of the Lamborghini Warranties, the rights of the customer and his/her status as a consumer are protected by laws of the countries where Lamborghini operates.

Please note that in individual cases, Automobili Lamborghini may provide a retail customer with a letter granting a warranty extension, beyond the normal limitation. File the claim according to the instructions in the warranty extension letter. A copy of the letter must be filed with repair order.

Coverage under the Lamborghini New Vehicle Limited Warranties begins on the earlier of the date the vehicle is delivered to the first retail customer or lessee; or on the date of first use if the vehicle was originally placed into service as a demonstrator or company car. The Lamborghini New Vehicle Limited Warranties are transferred, without cost, if ownership of the vehicle changes during the applicable warranty coverage period. Dealer and Service must report to Lamborghini all transfers of ownership for the vehicle into Lamborghini Key.

NOTE - Dealer and Service must report all transfers of ownership by entering the data into the Lamborghini Key using the Web section following the instructions contained in the Manual. The "Transfer of Ownership" coupon in the Warranty and Scheduled Maintenance Plan Booklet has to be used in the sale or transfer of the vehicle one owner to another and is for the owner's use only.

1.3. Warranty Coverage and Exclusions Criteria

For your convenience, this section summarizes the coverage and exclusions of the **"**Lamborghini New Vehicle Limited Warranties." For the complete terms and conditions of the "Lamborghini New Vehicle Limited Warranties," see the Warranty and Scheduled Maintenance Plan Booklet delivered at time of first delivery.
For the duration of the Lamborghini New Vehicle Limited Warranty, Dealer and Service must repair or replace at Lamborghini's discretion, without charge to the customer, any parts and accessories that are covered by the Lamborghini New Vehicle Limited Warranty and that are found to be defective in materials or workmanship.
The Warranty covers any repair or replacement to correct an original manufacturing defect due to the materials used or workmanship.
The Authorized Lamborghini Dealer and Service, at their own discretion, will repair or replace the covered component with a new, original, Lamborghini component or with a remanufactured component free of charge. The Warranty covers the replacement of filters, oil, lubricants, coolant or other liquids, only if replacement is necessary during servicing under warranty for a component covered by the warranty. The replaced spare parts are the property of Automobili Lamborghini S.p.A.
If the Customer thinks the vehicle has a defect covered by the Limited Warranty, he/she must deliver the vehicle to an Authorized Lamborghini Dealer and Service. All warranty repairs must be performed during the validity period of the Lamborghini New Vehicle Limited Warranty unless otherwise required by applicable law.
To the extent permitted by applicable law, Lamborghini will have no obligation under the Lamborghini New Vehicle Limited Warranties for any replacement or repair which is due to:

- failure to perform required, or reasonable and necessary, maintenance;
- misuse, abuse, negligence, accident, collision, vandalism, fire, environmental or weather conditions;
- root cause correlated with the use of nonauthorized Lamborghini Genuine Parts;
- root cause correlated with the use of nonauthorized accessories;
- repairs that have not been carried out by an Authorized Lamborghini Dealer and Service;
- failure to properly operate the vehicle in accordance with the Owner's Handbook, including failure to heed warning lights or gauges that indicate vehicle malfunction;
- failure to properly maintain the vehicle in accordance with the Maintenance section of this Booklet;
- failure to take the vehicle to an Authorized Lamborghini Dealer and Service upon discovery of a defect in materials or workmanship;
- any unauthorized modification of the vehicle;
- use of the vehicle for commercial business, including but not limited to hire activities or event organizations, and not for private use;

- use of the vehicle for automotive sports events or competitions or nevertheless in ways other than those envisaged in the Owner's Handbook;
- exceeding speed limits; and
- operation on improperly maintained roads.

We kindly remind you that all Exclusions are listed for each model and Model year in the Warranty and Scheduled Maintenance Booklet. Moreover, in case of doubts on the Exclusions application we recommend you contact your Aftersales Area Manager or Service Department for a depth analysis of the case.

The obligations of Lamborghini under this Lamborghini New Vehicle Limited Warranty EXCLUDE:

- Defects deriving from normal vehicle wear and tear (including the battery), fading or deterioration of paintwork, chrome plating, soft trim, leather, and upholstery due to normal wear or exposure to the elements or abnormal climatic conditions; Any decals or colored markings applied as options on the sides of tires. Since these items have limited resistance to abrasion, their appearance could change over time due to normal vehicle operation or accidental contact with external objects; Any damage to decals or markings must be considered only to be aesthetic damage, without any effect on the performance or reliability of the tires;
- The repair of damage following the use of fuel, oil or lubricant other than the ones indicated in the Owner's Handbook, where such damage is due to the use of said fuel, oil or lubricant;
- The costs for roadside assistance and/or transport of the vehicle to an Authorized Lamborghini Dealer or Lamborghini Service Center, and reimbursement of the direct or indirect costs arising from the unavailability of the vehicle, including transport, accommodation, car hire and telephone expenses;
- Trim components subjected to normal wear, abnormal exposure to the elements or abnormal weather conditions;
- Defects deriving from premature wear of the vehicle materials, fatigue (stress) of its components deriving from unusual or intense use (e.g., races, use on tracks/circuits in accordance with regulations/instructions/protocols laid out by Lamborghini) or commercial use (e.g., rental to third parties);
- Normal vehicle servicing; replacement of components subject to wear and tear and/or maintenance, including, but not limited to lubricants, filters, brake discs, clutch disc and clutch thrust mount, ignition spark plugs, windscreen wiper brushes, bulbs, fuses, wheel alignment/balance, unless it is part of a necessary repair that is covered by the warranty as describe in Workshop Manual Procedure);
- Removal or filtering of dirt or other type of deposit in the fuel system;
- The repair of glass breakage, unless it occurs as a result of a defect in material or workmanship;
- Tires, which are warranted separately by the tire manufacturer;
- Any part of the vehicle, if the odometer has been altered so that the actual miles/kilometers traveled cannot be exactly determined.

Moreover, the Lamborghini Warranties are void if the vehicle identification number (VIN) or odometer has been altered, if the actual mileage on the vehicle cannot be precisely determined,

if the vehicle is reported as dismantled, fire/flood damaged, scrapped, rebuilt, reconstructed, salvaged, or declared a total loss by an insurer, or in any of the following situations:

- If the vehicle is reported as or suspected of being stolen. In such case, the Authorized Lamborghini Dealer and Service shall report to Lamborghini any information concerning the theft of the vehicle, together with a copy of the police report, if any, that has been filed. Warranty coverage will resume on the date that the vehicle is returned to its legal owner, after verification that its general condition meets Lamborghini factory requirements;
- If the vehicle is registered outside the Territory where it was originally sold as described in the Chapter 1 of this manual "Lamborghini Vehicle Warranties";
- If the vehicle is imported to or exported from the Territory by a Dealer and Service, distributor or other third party that is not an Authorized Lamborghini Dealer and Service;
- If the vehicle is modified to comply with motor vehicle specifications required in a market that is different from the one for which the vehicle was designed in the event that such modification is strictly connected and caused or contributed to the damage, defect, or symptom at issue;
- Lamborghini will not be responsible for any problem(s) and/or accident(s) occurring due to failure to comply with the provisions of the above paragraphs. Lamborghini reserves the right to take any legal action in the event said changes are made to exploit the company's reputation.

Lamborghini will do its utmost to make sure the repairs and/or replacements are carried out as quickly as possible. However, unless otherwise indicated by applicable law, Lamborghini cannot be held liable for any delays caused by the unavailability of spare parts or by circumstances beyond Lamborghini's actions and control.

Unless otherwise required by applicable laws or regulations in the country in which the vehicle was sold, any right to compensation for damages from Lamborghini is excluded for original manufacturing defects in the vehicle or, nevertheless arising from services provided under warranty. More specifically, all further consequential and incidental damages and loss of earnings are expressly excluded, as well as any loss of opportunity, delays, complaints and claims.

Furthermore, if the vehicle is the subject of economic business\rental and is used, therefore, for commercial and not private use, all direct and indirect damages, loss of earnings, loss of opportunity, delays, complaints and claims, which may arise from flaws and/or defects, even those covered by the warranty, are expressly excluded (unless applicable state or federal law requires otherwise).

Lamborghini shall have no liability for damages due to fire, accidents theft, burglary, damage to the property, floods natural catastrophes or reasons of force majeure occurring while the vehicle is on the premises of the Authorized Lamborghini Dealer and Service.

Furthermore, no compensation is envisaged for any other events which may occur.

No claim for breach of these terms and conditions of conventional warranty may constitute grounds to terminate the sales agreement for the vehicle involved.

Any Authorized Lamborghini Dealer and Service in the Territory can provide the repairs under warranty.

When the Customer takes the vehicle to an Authorized Lamborghini Dealer and Service and in case the documentation is not available on LIASS (see below) he/she must show the Warranty Start Coupon and the Scheduled Maintenance Plan which shall be complete with all the information required Repairs or replacements will be carried out within a reasonable time, which can vary according to the defect found, commencing from the delivery of the vehicle during normal opening hours.

1.4. Warranties warning codes

Warning codes are information flags in the Lamborghini Integrated Aftersales System "LIASS" that may exclude temporarily or permanently a vehicle from the Lamborghini New Vehicle Limited Warranty, goodwill or any Lamborghini Warranty extension processing.

Vehicles affected by the following Warning codes may not be eligible for the Extended Warranty, Lamborghini Selezione Program and Goodwill.

The following Warning codes will be applied after the notice from the Dealer/Service or Lamborghini representatives:

- stolen car (complete block of the vehicle on LIASS, no actions possible);
- odometer alteration (partial block, only Service and recall campaign can be inserted on the LIASS);
- total loss official declaration (partial block, only Service and recall campaign can be inserted on LIASS);
- modification / tuning (partial block, claims will be checked one by one according to the origin of the failure to determine the correlation between the technical failure and the modification);
- accidents that do affects the structure of the car (partial block, claims will be checked one by one according to the origin of the failure to determine the correlation between the technical failure and the accident).

The decision on warning codes applicability will be made by Lamborghini Technical Support (Service department).

<u>Warning communications</u> -

In case of you received any notice regarding a vehicle nonconformity listed in the paragraph above, you must use LIASS to inform Lamborghini personnel.

If you have any questions regarding the background of the respective flag, or if it is possible to un-block a VIN, please contact your Technical Field Manager/Area Manager.

Removal of warning codes procedure:

In case of the reasons for warning codes decades (e.g., accident damages repaired according to Lamborghini safety and quality standard), a request with detailed documentation (pictures, invoices, etc.) has to be sent to your Technical Field Manager\Area Manager. Based on the documentation provided, Automobili Lamborghini S.p.A will evaluate whether the block flag can be removed or not.

CHAPTER 2. Pre delivery Warranties

Dealer and Service are responsible for the safekeeping of a new Lamborghini vehicle from the time they receive it until its delivery to the first retail customer.
Lamborghini will compensate via LIASS system the inspections and eventual transport damages or quality defects that arises from the checks. Lamborghini reserves the right to deny or charge back the above reimbursements in case procedures or required documentation is incorrect.

2.1. Consignment (CO)

Dealer and Service together with the courier /transporter must inspect a new vehicle upon receiving it, according to the following instructions:

a) carefully remove the cover that protected the vehicle during transport, if present;

b) check that the VIN (Vehicle Identification Number) on the chassis (car frame) is the same as the one on all documents accompanying the vehicle;

c) check the shipping documents ("CMR" form for Europe and/or any other applicable transport documents) for any notes on irregularities found before the vehicle was delivered. Other documents used by the transporter in addition to the foregoing may also valid, as long as they are well detailed and signed. In case the vehicle in accordance with Lamborghini is directly picked up at destination port / airport, the Dealer or the transporter must fill out the shipping documents at this stage. In case of damages not mentioned in the Transport documents, Lamborghini reserves the right to refuse the reimbursement;

d) inspect the entire vehicle and pay special attention to:

- exterior parts (for example, body and windscreen);
- interior parts (for example, seats and dashboard);
- luggage compartment;
- engine bay.

e) check the condition of the standard materials and optional extras supplied with the vehicle, which are contained in sealed plastic bags in the luggage compartment. The materials and optional extras are listed on specific forms supplied inside each bag. The contents of the bag may vary according to the model of the vehicle and the optional equipment;

f) during the checks mentioned above, if damage or missing parts are found other than those already described on the shipping document, make a note of them.

If a defect is found during the Inspection that is clearly related to something that occurred during transportation, it is mandatory that the Dealer and Courier/Transporter include details of the damage on the shipping documents, otherwise the reimbursement request may be denied.

After the above steps have been completed, the Dealer /Service and the courier/transporter are required to sign the shipping documents to confirm that the Delivery Inspection has been performed and upload on LIASS.

Lamborghini reserves the right to refuse repair costs related to transportation negligence that have not been duly noted in the shipping documents.

2.2. Delivery Inspection (DI)

Damages found after the Consignment Inspection or defects must be claimed into the Lamborghini Integrated Aftersales System (LIASS) under the classification "Delivery Inspection" within three (3) days from the new vehicle's arrival at the Dealer and Service.

2.3. Conformity Inspection (CI)

Dealer and Service must check the new vehicle to identify any possible differences from the one ordered (with the customer's configuration declared on the Sales System LOOM) to the one actually delivered (for example, the upholstery, customization, or colors).

2.3.1. Nonconformity

The inspection should be carried out within **five (5) days** from the new vehicle's arrival at the Dealer and Service, and any possible nonconformity or anomaly perceived during the Conformity Inspection must be reported by entering into the warranty system a Claim with the classification "Nonconformity." The Claim should be done within **five (5) days** from the new vehicle's arrival at the Dealer and Service.
Nonconformity consequent to eventual mistakes made by Dealer and Service or Customer during the configuration of the car are not covered under any Lamborghini Warranty.

2.4. Status Inspection (SI)

Dealer and Service must perform a Status Inspection of the new vehicle to identify possible changes in the vehicle's condition or any malfunction not perceived during previous inspections or that occurred subsequent to such inspections (for example, malfunctioning of board instruments, lights and accessories functioning as well as leaks and other anomalies).

The Status Inspection should be carried out within **five (5) days** from the new vehicle's arrival at the Dealer and Service. If any actual or potential breakage, leak, malfunctioning, anomaly or repair necessity is identified during the Status Inspection. Claim and related repairs for any conditions or

malfunctions identified during the Status Inspection must be performed during the period of time the vehicle is in Dealer and Service's stock, prior to the PreDelivery Inspection for delivery to the retail customer.

2.5. Storage and Care of the New Vehicle

The Dealer and Service is responsible for maintaining and storing vehicles when not in use.

It is mandatory to keep an updated list of the inspections performed (as specified in the Workshop Manual and on the "Vehicle Maintenance Checklist during Period of Storage" form available on the Lamborghini Web Portal, section "*Technical Bulletins*") during the period the vehicle is stored.

Using the VIN INFO function on the warranties system, the Dealer and Service must periodically check whether the vehicle being stored is involved in any service or recall campaigns.

The Dealer and Service must repair any defect or damage that is found on the vehicle during storage. The Dealer and Service is required to ensure that proper maintenance is performed to provide the retail customer with a perfect product.

No repairs due to accidental damage, deterioration due to weather conditions, or negligent vehicle storage and maintenance are covered under "Lamborghini New Vehicle Limited Warranty." Such incidents must be reported to Lamborghini by entering into the warranty system a Claim with the classification "Incident." Such repairs are at the Dealer and Service's expense.

However, repairs performed to correct nonconformities found before the "Lamborghini New Vehicle Limited Warranty" is activated and are not due to the reasons described above may be claimed through the Lamborghini Integrated Aftersales System (LIASS).

Such claims will be reimbursed in the same manner as claims made during the warranty coverage period offered by Lamborghini.

2.6. PreDelivery Inspection (PDI)

The Dealer and Service should perform, a PreDelivery Inspection within **thirty (30) days** prior to the delivery of a new Lamborghini vehicle to the first retail customer. After 30 days from the PreDelivery Inspection and if the vehicle is not delivered to the first retail customer, the checks must be repeated. These inspections are part of the Dealer and Service's obligations regarding the sale of a new Lamborghini vehicle. The PDI is the final quality inspection immediately preceding delivery of the Lamborghini vehicle to the first retail customer. In case the delivery of the vehicle is delayed or for Vehicle transfers between Dealer and Service, the System requires the PDI checklist to be refreshed. In this case the Lamborghini Integrated Aftersales system (LIASS) will reimburse only the first PDI claim inserted.

The goal of the PDI is to ensure that the first retail customer is completely satisfied from the moment he/she takes possession of the vehicle, as well as to verify the general conditions of func-

tioning and aesthetics (for example, tire pressure, level of liquids and battery control, road test, and a meticulous interior and exterior cleaning).

All new vehicles must undergo the inspections specified by Lamborghini and described in the Workshop Manual. The Dealer and Service is responsible for delivering the vehicle in the best possible condition, and the inspections contained in the PDI are designed to ensure that this requirement is met.

NOTE - It is against the law to deliver a new motor vehicle subject to an open safety or emissions recall. Dealer and Service must make repairs required by any recall campaign on any new Lamborghini vehicle in Dealer and Service's stock before delivery to its first retail customer. If any affected new Lamborghini vehicle is delivered to its first retail customer with a known open safety or emissions recall, Dealer and Service will be entirely responsible for all legal consequences should an accident or other incident (such as a fire) allegedly occur as a result of that defect.
For these reasons, in case of missing delivery of the car, we strongly suggest repeating the PDI following the terms indicating above.

A claim for PDI reimbursement must be submitted with the following attachments -

a) A copy of the Dealer and Service repair order;
b) The Diagnostic Protocol including Beta Report.

A PDI claim reimbursement could be denied or charged back if any of the documents listed above are missing.

If for some reason the Claim related to a CO, DI, CI, SI defect cannot be inserted with the assigned cost code (e.g., delay on parts arrival, LIASS software problem), the Dealer must request Warranty department authorization case by case to investigate the reason for the wrong codification and to be instructed on the New Claim insertion.

In case the above CO, DI, CI, SI, PDI procedures are not followed correctly, Lamborghini reserves the right to deny the Claim reimbursement on LIASS Claim Management or in future Audits.

CHAPTER 3. WARRANTY PROCEDURES

The procedures described in this chapter govern repairs performed under the Lamborghini Warranties, including the Lamborghini New Vehicle Limited Warranty.

3.1. Warranty Activation

The "Lamborghini New Vehicle Limited Warranties" must be activated on the day of delivery to the first retail customer or lessee, or on the date of first use if the vehicle was originally placed into service as a demonstrator, courtesy vehicle or company car, whichever occurs earlier.

Dealer and Service is exclusively responsible for activating the Lamborghini New Vehicle Limited Warranties on Lamborghini vehicles.

The Warranty Start Coupon is the legal certificate issued by Lamborghini certifying that a specific vehicle is covered by the "Lamborghini New Vehicle Limited Warranties."

All copies of the Warranty Start Coupon must be signed by the owner and stamped and signed by the Dealer and Service, whereby Dealer and Service acknowledges its obligations to perform service on the vehicle under the terms and conditions of the "Lamborghini New Vehicle Limited Warranties" The Dealer and Service must certify that all items listed on the pre delivery form (road test included) have been performed and all functions, operations, and accessories have been explained.

The signed Copies of the Warranty Start Coupon printed from Sales system must be inserted in the Warranty and Scheduled Maintenance Plan Booklet in order to complete the warranty activation procedure Dealer and Service's Copy of the Warranty Start Coupon must be retained by the Dealer and Service, along with the sales documents.

3.2. Vehicle Handling at Authorized Lamborghini Dealer and Service

All Authorized Lamborghini Dealer and Service are obligated to service and perform repairs on all Lamborghini vehicles covered by Lamborghini New Vehicle Limited Warranty. Lamborghini will reimburse all repairs made to correct defects in materials or workmanship on the vehicle. These repairs must be performed without any cost to the customer in compliance with the procedures specified by Lamborghini.

Dealer and Service must comply, with the following procedures for each vehicle accepted by the Dealer and Service:

a) make sure the Warranty and Scheduled Maintenance Plan Booklet is on board;
b) make sure that the owner's name matches the name listed in Lamborghini Key database and update the data if it does not;
c) check the vin using the vin info function (see Lamborghini web portal, section "*warranties*");

d) check for any pending service or recall campaigns;
e) check the Technical Bulletins or TPI section to see if the customer's complaint already has a solution;
f) if the vehicle has been involved in an accident, has been modified, is missing equipment or has been recovered after being stolen, report such incident to Lamborghini by entering into the warranty system a Claim";
g) fill out a Repair Order (see "Repair Order chapter).

Lamborghini recommends that vehicles remain in the workshop for the shortest time possible. If a vehicle remains in the workshop for an extended period, Authorized Lamborghini Dealer and Services must perform the inspections specified in the Workshop Manual and in the "USED VEHICLES CARE CHECKLISTS DURING PERIODS OF NO USE" form.

3.3. Repair Order

The Repair Order is the document describing the request or concern stated by the customer. It also indicates the repairs performed on the vehicle when it is brought to the Authorized Lamborghini Dealer and Service. This is a legal document proving that work has been done. It must be reviewed by the customer and the Dealer and Service representative, preferably who performed the work, and then must be signed by the representative and the customer or the transporter in case the vehicle has been picked up with a tow truck, but customer is always requested to approve all repairs according to local laws.

Dealer and Service must ensure that the Repair Order is prepared clearly and legibly and that all the information is correctly recorded.

If additional damage or defects are found while the vehicle is in the Dealer and Service's possession, the Dealer and Service must inform the customer and make a note on the same Repair Order and indicate the start and end dates for the new work, any change in mileage and a detailed description of the repairs for such additional damage or defects. Dealer and Service must repeat the claim procedure (see paragraphs below) with this new information.

In order to avoid critical customer complaints, if the repair is to a vehicle that has previously undergone a repair for the same concern or symptom, the Dealer and Service's personnel should immediately notify their service management before repairs are completed. Dealer and Service's service management should then take appropriate steps, including escalating the matter to its Technical Field Manager and After Sales Manager. In the meantime, Dealer and Service personnel must update the customer on the repair timing.

When a vehicle is returned to the customer, a copy of the Repair Order clearly indicating the repairs performed must be given to the customer to document the return of the vehicle.

NOTE - Authorized Lamborghini Dealers and Services are obliged to keep and store all the documents on the work they perform or subcontract, in compliance with the laws of the country

and/or state in which they operate. Lamborghini suggests storing such documents for at least ten (10) years (or l different period as required by applicable law).

PROTOCOL OVERVIEW

It is important to customer satisfaction and experience that the Repair Order guidelines followed each and every time a vehicle is brought in for service.
Successful vehicle repairs begin with a clear understanding of the customer's concern(s).
Escalation and notification to Automobili Lamborghini S.P.A is essential in the instances of challenging repair situations. If either the customer or Lamborghini Integrated After Sales System (LIASS) confirms that this is a 2nd or greater repair attempt OR the vehicle has been out of service for warranty related repairs/diagnosis more than three consecutive (3) days, Dealer and Service must immediately contact its Technical Field Manager ("TFM"), Area Service Manager ("ASM") and if necessary, insert a customer case in LamborghiniKey Platform.

These individuals will help the Dealer and Service resolve the repair. In the meantime, Dealer and Service personnel must update the customer on the repair timing.

We wish to remind you of your early warning reporting obligation under your Dealer and Service Agreement, which requires you to notify Automobili Lamborghini when a vehicle under warranty has been brought to the Dealer and Service for a second or more repair of the same concern, or the vehicle has been out of service for warranty related repairs/diagnosis more than three consecutive (3) days.

STEP ONE - FIRST/INITIAL CONTACT

Every repair instance begins with an initial interaction between the customer and Dealer and Service.

During the first/initial contact with the customer, Dealer and Service should gather as much information as possible to properly understand the customer's concern. Dealer and Service should:

- ask, "is this Dealer and Service's first interaction with the customer or has the customer been in before?";
- ask, if the customer has been in previously, "did the customer previously mention the concern now being stated?";
- ask," is the customer describing a potential safety related issue?";
- verify the customer's concerns with the customer present;
- test drive a like-vehicle with the customer, if necessary, and document that test drive results (including VIN, test drive route and duration, driver and customer's comments);
- record test results, measurements or readings as evidence that the vehicle meets specifications, if applicable.

STEP TWO - PREPARATION/GATHERING OF INFORMATION

Even if the customer states that he/she had never reported the concern previously, Dealer and Service must check the LIASS. Checking the LIASS is mandatory and must be done each and every time. LIASS will provide the best "early warning" of potential concerns:

- LIASS will provide a repair history, including any warranty repairs having occurred at Dealer and Service's location or any other authorized service provider for Automobili Lamborghini;
- LIASS allows you to verify whether previous repairs for same concern have occurred;
- LIASS allows you to verify how long the vehicle has previously been out of service.

If either the customer or LIASS confirms that this is a 2nd or more repair attempt OR the vehicle has been out of service for warranty related diagnosis/repairs more than three consecutive (3) days, Dealer and Service must contact its TFM and ASM immediately and ensure the Dealer and Service's technician meets and/or rides with the customer to confirm the condition before any repair work is performed.

Even after checking the LIASS there are additional steps Dealer and Service should take to ensure customer satisfaction, including checking for complimentary services.

DEALER AND SERVICE MUST check for safety recalls or other Automobili Lamborghini S.P.A service bulletins. These safety recall or service bulletin repairs must be performed unless the customer refuses. In the event a customer refuses, document the customer's refusal on the repair order and elsewhere as appropriate. This must be signed by the customer and inform Lamborghini with a Customer Case on LamborghiniKey.
It is mandatory to check and execute any open recalls campaign during each and every service event.

It is important that the Dealer and Service maintain a complete and accurate repair order each time a customer makes a service request.

Please check, in conjunction with the vehicle service history in LIASS, even the Customer Complaints history in LamborghiniKey Platform.

STEP THREE - CRITICALITY ASSESMENT AND DURATION OF THE REPAIR

In evaluating the repair criticality and duration of the repair, Dealer and Service should be alert for situations that may increase of customer dissatisfaction.

- Dealer and Service should determine - Could delivery of a necessary part be delayed? Parts supply could impact the number of days a vehicle is out of service and remains in the service center. Please perform the parts order as soon as possible, even if no ETA (part estimated time arrival) is available. If necessary, insert a dealer support case in LamborghiniKey Platform.

- Dealer and Service should - Consider the complexity of the potential repair. Is the necessary repair the type which may lead to the vehicle being out of service for an extended period?

- Dealer and Service should determine - Could there be a major component involved in the repair? If Dealer and Service suspects that the vehicle will be out of service for more than three consecutive (3) days for warranty related diagnosis/repairs, Dealer and Service must contact its Technical Field Manager and After Sales Manager immediately. Dealer and Service must monitor the number of days a vehicle is out of service from the date the car is delivered to Dealer and Service. The appointment date should be the date that the actual repair work will begin to minimize vehicle downtime.

Always consult with a technician before providing a repair estimate. The technician may alert you to conditions that are not apparent.

STEP FOUR - APPOINTMENT DATE

When the customer arrives with the vehicle on the appointment date, Dealer and Service must check the condition of the vehicle with the customer and document any conditions not subject to the repair visit.

For example, if there is damage to the vehicle, document such damage to avoid claims later that the damage was caused during repair.

Repair Order – Each repair order is an important document. These repair orders illustrate the key aspects of the service visit and will be important should the customer be dissatisfied with the service visit. In the event of a misunderstanding, it may be the only record available. At this stage, the repair order should include the following -

- date and time the vehicle was brought to the Dealer and Service;
- the vehicle's mileage at the time it was brought the Dealer and Service;
- a detailed description of the customer's concern(s) and necessary repair;
- documentation of any prior repair information on the repair order, noting how the service was paid (customer pay, warranty, goodwill, internal, or other);
- if applicable, a notation that no repair or adjustment was required because, for example, the complained of condition or symptom was not confirmed by Dealer and Service and/or the vehicle was operating properly and there were no defects in manufacturer materials or workmanship identified, or that the complained of condition or symptom was confirmed by caused by something other than a defect in manufacturer materials or workmanship;
- it is mandatory, at the time the car is brought in for Service, and a Repair Order is opened, that the information reported in the LIASS are fully coherent (mileage, date in, repair start, customer concerns) with the ones reported in the Repair order paper documentation;
- the customer signed Repair order has to be attached in the LIASS and eventual handwritten information as for example repair added are not allowed and may preclude the related warranty reimbursement.

Enter the "date in" in the LIASS once the vehicle has been "accepted."
If there are any delays that would prevent you from performing the repair as expected, then notify the Technical Field Manager and\or Area Manager immediately. Depending upon the nature of

the delay (such as a part shortage), you may need to reschedule the repair, if the issue is not related to a safety concern.

STEP FIVE - DIAGNOSIS

Properly and efficiently diagnose concerns in accordance with Automobili Lamborghini Warranty Policy, the Automobili Lamborghini Workshop Manual, and other related policies.

At times challenges may arise regarding the cause of the concern or with substantiating the concern. How Dealer and Service handles these matters is important.

- Aftermarket alterations/tampering – If a customer concern is due to aftermarket alterations/modifications OR the vehicle condition is due to suspected tampering, Dealer and Service must do the following:
    - DO NOT perform a warranty repair when the cause of the condition is directly related to an aftermarket alteration/part/accessory or to tampering;
    - REPORT to its Technical Field Manager for technical assistance and advice via LIASS.
    - DOCUMENT the information on the repair order;
    - Provide photographs.

- Unable to promptly diagnose concern – If you have difficulty quickly and efficiently diagnosing the concern, Dealer and Service should do the following:
    - Report to its Technical Field Manager for technical assistance or advice via LIASS;
    - to prevent the concern from reoccurring, Dealer and Service should attend or request product technical training. Dealer and Service must ensure that the technician assigned to a Lamborghini vehicle has the appropriate skill level and knowledge necessary to repair the specific concern;
- Unverified customer concern – If Dealer and Service is unable to substantiate a customer concern, Dealer and Service should do the following:
    - If a condition cannot be duplicated or is normal, confirm with its service manager, note the concern on the repair order, and document the specifics (date, time, mileage, operating conditions, test drive route);
    - Check the repair history and previous diagnoses of the vehicle. This information may assist you in diagnosing or substantiating the concern;
    - DOCUMENT on repair orders the following - “Vehicle is operating properly as compared to same or similar vehicle,” and “no defects in manufacturer materials or workmanship were identified.”;
    - DO NOT attempt repairs or adjustments if the condition cannot be confirmed or duplicated.

- Parts – depending upon the diagnosis, additional parts may need to be ordered. To avoid unnecessary delay in performing a repair, ensure the following is done:

  - Accuracy – Check and double check to ensure an accurate part order has been made;
  - Delivery – Contact Dealer and Service's ASM for delivery advice and timing;
  - Delay – If the parts necessary for the repair are on back order and do not affect EITHER the (1) drivability of the vehicle or (2) the safety of the vehicle, arrange for the customer to pick up the vehicle while the parts are on order. Close the repair order, noting date and time customer was advised to pick up the vehicle. Do not wait until customer picks up vehicle to close the repair order;
  - Expectations – Keep customer apprised of any delays. Document on the repair order the wait times for parts;
  - Escalate – In the event the customer is dissatisfied, Dealer and Service should notify Automobili Lamborghini inserting a Case in LamborghiniKey Platform;
- Expedite – in certain circumstances, depending upon the customer need and concern, it may be possible to expedite parts delivery. If Dealer and Service believes expedited part delivery is necessary, Dealer and Service should insert a Case in LamborghiniKey Platform and inform Technical Field Manager and After Sales Manager.

STEP SIX - REPAIR

Please refer to the Workshop Manual for proper repair processes and advanced technical repair processes.
Dealer and Service's failure to follow the processes in those documents may lead to an improperly repaired vehicle or a vehicle that remains outofservice for an unnecessarily long period of time. As reported at Step Nine below, this may lead to an unnecessary claim by the customer, for which Automobili Lamborghini S.P.A may hold Dealer and Service responsible.
Keep customer apprised of repair progress in the event that any unexpected delays are experienced.
Staff Shortage – In the event of unexpected absences or holidays that impact the repair completion date, do the following acts:

- notify the customer and explain the situation;
- offer alternative dates;
- never postpone or delay a customer with a safety concern. Perform a proper quality check to verify the condition has been corrected.

If the verification of a customer concern requires that the vehicle be test driven, the technician must -

1. document the mileage at the beginning and end of the road test;
2. state whether the customer accompanied the technician during the road test;
3. document the results of the road test;
4. if possible, or if the customer requires another comparison, suggest driving another vehicle of the same model or a model with similar equipment and compare characteristics and performance. Document this on the R.O.;
5. if the road test does not result in the need for repairs, the technician must indicate "road test with no repair performed" on the repair order. Obtain the customer's signature on the repair order agreeing that the vehicle was operating to manufacturer's specifications at the time of the road test.

Document the repair end date for each repair completed. Once each repair entered into the LIASS has a repair end date, the "job end" date is automatically filled out in the LIASS.

In the event of an added repair (related to concern found by Dealer and Service technician during the repair of the car) the Dealer and Service must always:

- Inform the customer;
- for each "added repair" the service manager must always sign for additional Dealer and Service approval before the repair being performed;
- In case one of the above are missing the added repair claim reimbursement could be rejected or charged back.

In case one or more of the customer concerns has not been corrected during the repair, is requested to add a note for the reason into the repair order.
If the repair is to a vehicle that has previously undergone a repair for the same concern or symptom, the Dealer and Service's service personnel should notify their service management before repairs are completed. Dealer and Service's service management should then take appropriate steps, including escalating the matter to its Technical Field Manager and After Sales Manager. In the meantime, Dealer and Service personnel must update the customer on the repair timing. If necessary to ensure customer satisfaction, insert a case in LamborghiniKey Platform.

STEP SEVEN - COMPLETION OF THE REPAIR

Once the repair is complete, the following actions must be done:

- Dealer and Service must ensure that each repair order "close date" or "date out" reflects the date that the vehicle was ready for pickup (which should also be the date that the customer was informed the vehicle was ready), not the date the customer actually picked up the vehicle (if the dates are different); DO NOT WAIT UNTIL THE CUSTOMER PICKS UP THE VEHICLE TO CLOSE OUT THE REPAIR ORDER;

- document in the repair order all work performed, and especially in the case of unverified concerns, indicate that the vehicle is operating properly and that no defects in manufacturer materials or workmanship were identified;

- if, for any reason, the customer delays or refuses to pick up the vehicle, Dealer and Service must document this information on the repair order and invoice;

- if the customer fails to respond to phone calls for three (3) consecutive business days, Dealer and Service should document each phone call, and, inform the customer in writing that the vehicle is ready, which may include sending a letter to the customer via certified mail with a return receipt, or other proof of delivery.

STEP EIGHT - INVOICING PHASE/CUSTOMER VEHICLE PICKUP

The goal of this step is to provide the customer with a full explanation of the technical aspects and services performed as precisely and clearly as possible.
Whenever possible, confirm that the condition has been remedied with the customer present.
As discussed above, each repair order is an important document, these documents illustrate the key aspects of the service visit and will be important should the customer be dissatisfied with the service visit. In the event of a misunderstanding, it may be the only record available, and an accurate and fully completed repair order is important. At this stage, the repair order must include the following:

- the specific repairs that were performed, including the parts used;
- the appointment date of the vehicle and the date the vehicle was ready for pickup;
- the mileage of the vehicle at time of drop off and at time of pick up;
- the type of payment for the repair - customer pay, warranty, goodwill, internal, or other.

Remember the three “Cs” of repair order writing:

- concern – What did the customer complaint about? WRITE OUT SPECIFICS;
- cause – What was diagnosed as the problem?
- correction – What repair was performed? What parts were replaced? Was it done proactively? If so, note it.

Dealer and Service must secure the customer’s signature on every repair order generated, as well as the invoice when the vehicle is picked up.

The Dealer and Service is required to attach into the Aftersales System the Repair Order signed by the customer and store in his archive\database all the documentation related to the repair history. Dealer and Service have an obligation independent of the manufacturer’s obligation to maintain important documents and customer files. Dealer and Service should become familiar with the laws of their respective states governing records generated by the Dealer and Service. As a rule of thumb, a Dealer and Service should maintain customer files for a minimum of ten (10) years (or different period as required by applicable law). Dealer and Service should always consult with their own independent attorneys and tax advisors to ensure full compliance with laws and regulations governing record retention.

STEP NINE - ADDRESSING POSTREPAIR CUSTOMER CONCERNS

At this stage, a customer may express dissatisfaction with the vehicle and/or the services Dealer and Service has provided.
How Dealer and Service handles a customer’s concern or dissatisfaction may resolve the issue or cause the customer to escalate it. Avoid simply passing off the problem or blaming third parties. Rather,

Dealer and Service should do the following:

- take appropriate responsibility and handle the issue professionally;
- advise the customer what Dealer and Service can and will do to address the issue;
- inform the customer of the appropriate dispute resolution process if the concern remains unresolved;
- always write out and document the specific customer concerns.

In the event a customer threatens legal action and/or demands the repurchase or replacement of its vehicle, Dealer and Service should contact its After Sales Area Manager immediately and provide him/her all documentation and information.

CONSEQUENCES IN CASE OF REPAIR ORDER PROCESS MISMANAGEMENT

In case of repeated case that could give a liability according to local and/or general consumer protection law cases in a time frame of 12 months, if it is determined by Automobili Lamborghini S.p.A that repurchase or trade in vehicle resulted directly from a Dealer and Service's failure to follow proper repair or notification procedures in either this policy, the Automobili Lamborghini Warranty Policy, or other Automobili Lamborghini policies, Automobili Lamborghini takes certain steps, which include:

- schedule a dedicated meeting with Area Manager and Technical Field Manager in order to analyze the Dealer and Service's process negligence and agree a detailed Action Plan with specific improvements area and timeline for recovery;
- the Action Plan may include a request for Dealer and Service's to invest a certain amount commensurate to the extent of damage for Staff Training, Workshop Tools & Equipment, additional Lifts or workshop capacity.

In any case Automobili Lamborghini reserves the right to issue a warning letter for Dealer and Service's failure to follow proper repair or notification procedures. Automobili Lamborghini S.p.A will evaluate the actions taken by your Dealer and Service and the manner in which customer concerns and vehicle repairs were addressed. Subject to applicable law, Automobili Lamborghini S.p.A may debit your Dealer and Service for some or all costs and fees which include (but are not limited to) vehicle replacement and/or purchase and collateral charges (such as fees, taxes, etc.) that Automobili Lamborghini S.p.A has incurred and that are attributable to the actions or inactions of your Dealer and Service, including the failure to comply with your early reporting obligations in the Dealer and Service Agreement, comply with the Repair Order Notification and Documentation chapter, and/or follow Automobili Lamborghini direction with respect to repairs or to properly perform the repairs.

3.4. Technical Support to be requested during the warranty period

To ensure the prompt handling of future products, the development of effective solutions to possible concerns and to improve current products and customer satisfaction, Authorized Lamborghini Dealer and Service are required to file a request with Lamborghini for authorization to make

certain repairs under the "Lamborghini Warranty." The request must be made addressing the claim to Technical Support using LIASS.

A request for authorization must be sent for all repairs of problems found on new models in the first six (6) months from market introduction.

During the warranty period a request for technical authorization must be sent for all repairs related to:

- paint repairs (in according with Lamborghini certified paint shop policy)
- body;
- windshield and windows;
- upholstery and leather;
- lights;
- components subject to wear where a quality problem generates its failure, (for example, brake pads, brake discs, clutches, shock absorbers, batteries and tires); and
- Soft top.

Moreover, for all problems found at any time also out of the warranty period and related to:

- safety systems such as brakes, airbags, seat belts, seats etc.;
- homologate requirements;
- major assemblies (engine, gearbox and differential) and high voltage batteries;
- technical issues that have impact on the drivers or passenger's safety;
- paint repairs (in according with Lamborghini certified paint shop policy).

It is mandatory to request the Technical Support from Lamborghini. This is very important to ensure customers the maximum product safety standard.

3.5. Request for Warranty Reimbursement (Warranty Claim)

During the coverage period of the "Lamborghini New Vehicle Limited Warranties," Lamborghini will reimburse all repairs made to correct defects in materials or workmanship on the vehicle. Dealer and Service must submit a warranty claim to Lamborghini to request reimbursement.

Only one warranty claim may be submitted for each individual repair.

Warranty claims must be submitted through the Lamborghini Integrated Aftersales system (LIASS) on the Lamborghini HUB.

In the event it is not possible to use the LIASS, warranty claims may be sent in a hard copy format (code 90185405). The instructions on how to complete a claim in such way must be requested through Lamborghini Key Platform, Dealer Care.

A warranty claim must include:

- any spare parts used for the repair;
- the labor needed for the repair;
- outsourced repairs performed by outside Service Centers.

Consumables (i.e., lubricants, coolant, etc.) only in case its replacement is consequent and needed after the warranty repair according to Workshop Manual Instructions.

When a Car enter in a Lamborghini Service Center for a warranty repair, it has to be immediately opened a Job Order in LIASS. In case of delayed insertion, the Dealer must contact Lamborghini Dealer Care. For Claim insertion Requests with more 10 days of Delay from Repair Order Closure Date Lamborghini reserves the right to reject the Claim (unless different indication from applicable federal and state law).
A Job Order in LIASS will have to be completed within 6 months from the repair Start.
Otherwise, the Job Order and related claims will expire regardless of their status and will not be paid for failure to complete the reimbursement procedure. Lamborghini Dealer Care must be contacted in case of Job Order expired for a detailed analysis of the case.

On every warranty claim, Dealer and Service must include notes and/or comments that describe in detail the procedures performed by the technician during the repairs.

NOTE - On claims involving engines, gearboxes and differentials, HV battery, electric auxiliary engines and other then may be requested Dealer and Service must specify the serial number of the installed part in the “Notes” field.

The following documentation must be attached to each Job Order:

a) repair order;
b) a printout of the diagnostic protocol including the Beta report and if applicable wheel alignment report, any further printout from diagnostic machine; (these must be assignable to the vehicle or the job order);
c) invoices for outsourced repairs, when applicable; (these must be assignable to the vehicle or the job order);
d) pictures of the parts involved if requested that will support the defect evaluation;
e) the invoice sent to the retail customer that shows the repair(s) performed;
f) time clocking of the technician, including documentation when additional time was needed.

Lamborghini reserves the right to deny or chargeback the reimbursement for the claim if the submission procedure is not performed as described above.

In case a single Claim needs to be rectified after Warranty reimbursement on LIASS, the Dealer must open a ticket on LamborghiniKey to get the correct instructions on how to manage this special case on LIASS.

In Case a not updated ODIS Software version is used, Lamborghini reserves the right to deny the Claim.

3.6. Technical Goodwill

Goodwill is special consideration given to the customer by Lamborghini in its sole discretion on repairs performed on the vehicle after coverage under the "Lamborghini New Vehicle Limited Warranty" ends. It is not mandatory, but it should be used as a loyalty tool.

Goodwill is separate and apart from the Lamborghini New Vehicle Limited Warranty and does not substitute or replace the "Lamborghini New Vehicle Limited Warranty."

Technical goodwill covers only costs strictly related to the product that Lamborghini would be entitled to refuse but for the consideration related to customer loyalty decides to approve.

Any differences between the payments recognized by Lamborghini and the customer's invoice must not be charged to the customer.

Please note that Lamborghini will assess each Goodwill requests and may consider as a driver for the decision the car mileage, age, maintenance history. A precondition for goodwill contribution is that no warning codes have to be applied on the vehicle. Goodwill requests will be accepted only for vehicles owned by a customer (no Dealer and Service demo, no stock vehicle, no rental car).

Each goodwill claim should be authorized by Lamborghini and is subject to the same rules as a New Vehicle Limited Warranty Claim").
Each goodwill request must include:

a) repair order;
b) a printout of the diagnostic protocol including the Beta report and if applicable wheel alignment report, any further printout from diagnostic machine; (this must be assignable to the vehicle and the Repair Order);
c) invoices for outsourced repairs, when applicable; (these must be assignable to the vehicle and the Repair Order);
d) pictures of the parts involved if requested that will support the defect evaluation;
e) the invoice sent to the retail customer that shows the repair(s) performed;
f) time clocking of the technician (these must be assignable to the vehicle and the Repair Order).

In the case of normal maintenance items/parts or consequential damage that becomes apparent during the repair, the technical support team must be informed in any case and approval must be requested.

Lamborghini reserves the right to deny, or chargeback claims sent without the applicable documents listed above.

NOTE - Lamborghini reserves the right to deny any claim under this chapter for failure to perform required maintenance or anything else excluded by the Lamborghini Warranties. See the Warranty and Scheduled Maintenance Plan Booklet for the complete list of exclusions.

3.7. Customer Accomodation

Customer Accommodation are voluntary commercial gestures in favor of the customer (e.g., reimbursement for scheduled maintenance, driving experience, warranty extension, lease payment, accessories).
These gestures are considered not strictly related to a specific repair and are granted in order to restore customer satisfaction for vehicles still under warranty.
Moreover, the Customer Accomodation could be exceptionally granted even for vehicles out of warranty in case of critical customer complaints that, by way of example, suffers serious issues and/or suffers serious delays, or repeated malfunction that could undermine the trust in the Lamborghini brand.

For instance, if a vehicle's warranty repair history does not merit a repurchase or replacement under state or federal warranty laws, a Customer Accommodation may be considered in case of:

1. days down accumulated in the workshop due to spare parts delay;
2. heavy repairs on a new vehicle;
3. repeated repairs\defects;

Customer Accommodation Claims are managed with a different Cost Code compared to the Technical Goodwill. This amount must not include the cost of labor, which will remain dealer's charge unless otherwise agreed. Each Customer Accommodation request must include:

- complaint Case on Lamborghini CRM System;
- official Letter signed by Lamborghini representatives for the Accommodation or any documentation according to the Customer Accommodation Guidelines;
- proof of Invoice / Repair Order that attests the gesture according to the Letter contents;
- accommodation Claims will be subject to the Audit Analysis and in case of not correct procedures Lamborghini reserves the right to deny or chargeback the Claim.

CHAPTER 4. LAMBORGHINI GENUINE PARTS AND ACCESSORIES

For your convenience, this chapter summarizes the coverage and exclusions of the New Lamborghini Limited Warranty on spare parts and accessories ("**Lamborghini Genuine Parts and Accessories Limited Warranty**").

4.1. Lamborghini Genuine Parts and Accessories Limited Warranty

Lamborghini offers a limited warranty against defects in materials or workmanship for original Lamborghini Genuine Parts and original Lamborghini accessories.

The Lamborghini Genuine Parts and Accessories Limited Warranty terms and conditions may differ according to the market and the type of sale involved:

- over-the-counter Retail Sale of Spare Parts and Accessories - The warranty starts on the date the part is sold to the retail customer and is valid for 2 years, except if applicable law provides for a longer period. Labor is not covered. Warranty coverage for spare parts sold over the counter can only be claimed if it can be proven that the parts have been properly installed by trained and qualified personnel according to the Lamborghini standards;
- spare parts and accessories paid for by the Customer and Installed by the Lamborghini Dealer and Service - The warranty starts on the date the part is installed, as indicated on the Repair Order, and is valid for 2 years, except if applicable law provides for a longer period. Labor is covered.

In case the part in question has been previously replaced under goodwill, a precondition for entitlement to parts warranty is a significant contribution to the parts/repair costs of the previous replacement by the customer.

4.2. Warranty Claims under the Lamborghini Genuine Parts and Accessories Limited Warranty

All spare parts and accessories must be checked when they are received. If a spare part or accessory is incorrect or is damaged, Authorized Lamborghini Dealer and Service are required to return the part to Lamborghini. The shipping costs may be charged to Lamborghini.

For spare parts and accessories damaged during shipment, Authorized Lamborghini Dealer and Service are required to contact Lamborghini and follow the procedure described in the section "Shipping Spare Parts and Accessories" below. A warranty claim for damaged Lamborghini original spare parts and accessories may be submitted to Lamborghini.

A warranty claim for original spare parts and accessories must include:

- for over-the-counter Retail Sale of Spare Parts and Accessories:
    - the sales invoice issued to the retail customer for the spare part or accessory;

- for Spare Parts and Accessories Paid for by the Customer and Installed by the Lamborghini Dealer and Service -
    - the Repair Order for installation of the spare part or accessory;

Failure to enclose the attachments listed above may result in denial of the warranty claim.

4.3. Managing Spare Parts and Accessories Replaced Under Warranty

All spare parts and accessories replaced and reimbursed under warranty are the exclusive property of Lamborghini.

Authorized Lamborghini Dealer and Service are required to handle spare parts and accessories in accordance with the following Lamborghini procedures, time frames, and conditions for:

a) shipping warranty spare parts and accessories to Lamborghini;
b) storing warranty spare parts and accessories;
c) scrapping warranty spare parts and accessories.

a) Shipping Warranty Spare Parts and Accessories to Lamborghini

An Authorized Lamborghini Dealer and Service is required to send the spare parts and accessories to Lamborghini when requested to do so. The shipping costs will be paid by Lamborghini. For shipping instructions and procedure, see the "Lamborghini HUB Aftersales Guidelines," "Warranty Return and Part Guide."

All spare parts and accessories sent to Lamborghini will be inspected and evaluated upon receipt. If damage is found that is caused by a failure to comply with the instructions or procedure," or if a part or accessory is counterfeit, altered, or not in its stated condition, Lamborghini may charge the entire amount of the warranty claim back to the Authorized Lamborghini Dealer and Service. If requested, Lamborghini will send the spare part or accessory with the inspection report back to the Authorized Lamborghini Dealer and Service.

If additional shipping and/or customs fees are levied due to failure to comply with the instructions or procedure communicated," Lamborghini may charge such additional fees back to the Authorized Lamborghini Dealer and Service.

You may also contact your Lamborghini Area After Sales Manager to arrange for shipping or receive shipping instructions.

If Lamborghini approves a warranty claim under the Lamborghini Genuine Parts and Accessories Limited Warranty and the Authorized Lamborghini Dealer and Service fails to return the applicable parts and accessories, Lamborghini may charge the entire amount of the claim back to the Authorized Lamborghini Dealer and Service.

b) Storing Warranty Spare Parts and Accessories

If Lamborghini requests an Authorized Lamborghini Dealer and Service to store a spare part or accessory, the Dealer and Service must do so for at least six (6) months from the date of the claim approval. If no request for the spare part has been made by Lamborghini during this period, Dealer and Service may scrap the part.

Parts are stored in a locked area which is not accessible to third parties to avoid parts are repaired and used outside the Dealer and Service network.
Parts are stored in the original boxes to ensure it is possible to verify the failure that caused the replacement.

Lamborghini reserves the right to inspect spare parts and accessories and their storage areas during the storage period.

If stored spare parts or accessories go missing, are altered, or are in a condition that differs from their condition when they were originally delivered to Dealer and Service, Lamborghini may charge the Authorized Lamborghini Dealer and Service accordingly.

c) Scrapping Warranty Spare Parts and Accessories

An Authorized Lamborghini Dealer and Service may dispose of spare parts and accessories by scrapping them in the following cases:

- after the six-month storage period expires if directed by Lamborghini.

Scrapping has to be conducted to avoid parts being used in a second life cycle (online warehouse, scrapyard etc.).

Parts storage and scrapping process will be reviewed during the field or remote warranty audit, Dealer and Service could be requested to provide evidence (pictures, video) of the scrapping process if the scrapping is not performed by an external certified company.
In case the storage or scrapping process is not followed correctly by the Dealer / Service Lamborghini reserves the right to charge back the Parts involved.

CHAPTER 5. REIMBURSEMENT FOR WARRANTY CLAIMS

5.1. Claim Reimbursement

Warranty claims submitted and approved in accordance with Lamborghini factory instructions procedures will be reimbursed by Lamborghini.

The total reimbursement amount includes -

a) the amount for spare parts used in the repair;
b) the amount for labor employed for the repair;
c) sublet and the amount for repairs done by outside workshops.

a) The amount for spare parts is equal to the sum of the total purchase price for the spare parts used plus the percentage markup as determined by the agreement between Lamborghini and Authorized Lamborghini Dealer and Service. This price includes landing cost rate. Change of this rate, e.g., due to a reduction of the import tariffs must be reported to the responsible Aftersales Area Manager for a new calculation. During a Field Warranty Audits documents provided for the mark up calculation can be requested and reviewed by the Auditor;

b) The amount for labor is the total number of hours approved for performing the repair, multiplied by the hourly cost of labor under warranty ("**Labor Rate**") as determined by the agreement between Lamborghini and Authorized Lamborghini Dealer and Service;

c) The amount for repairs done by outside workshops is the total cost of the repairs done by such workshops and/or for materials not found in the spare parts catalogue. For external repair (e.g., body shop, painting) the hourly labor cost cannot exceed the Dealer and Service Warranty Labor rate. Invoices have to be claimed net – without taxes. If the invoice contains services for multiple vehicles, the costs/tasks per VIN have to be documented.
In any case, a third-party invoice must be assignable to the job order via the vehicle registration number, the VIN or the job order number.
Any discounts provided by external company need to be applied for any warranty and goodwill operation.

The costs invoiced for fluids (external material) must be proportionate. The costs for fluids invoiced through costs for external services must not be higher than the costs of fluids that can be purchased through Lamborghini. All fluids must be listed in detail in terms of quantity and quality (Viscosity grades SAE and litres). This must be listed in LIASS as well as on the job order and/or on the customer invoice. In case fluids have to be inserted as Sublet, the reimbursement must be equal to the fluid purchase invoice or as required by applicable law.

Small parts as for example screws and nuts that were necessary and required for the repair must also be listed individually. Make sure that the part number and the used quantity are listed cor-

rectly. A purchase invoice for small parts shall be presented in the Warranty Audit upon request of the Auditor and in case the Workshop Manual procedures are not observed Lamborghini reserve the right to chargeback the Claim and request the vehicle is fixed at Dealer expenses.
In exceptional cases Sublet may be used also for insertion of Parts that are not correctly listed in Parts catalogue or Parts discrepancy related to the Price List Update. These cases must be managed with Warranty department authorization and with a case-by-case approval, otherwise the Sublet reimbursement may be denied on LIASS or in future Audits.

In order to monitor cases of Reimbursement of Duplicate claims, Lamborghini will perform periodic checks to investigate potential cases. If Duplicate Claim reimbursement will be identified, the Dealer will be notified and charged back accordingly.

5.2. High Voltage batteries for Hybrid Vehicles

In addition to the terms and conditions of the Lamborghini New Vehicle Limited Warranties, Lamborghini will guarantee the materials or manufacturing work on high-volt batteries of new hybrid vehicles for the period indicated in the Lamborghini Warranty and Scheduled Maintenance Plan available for each model.
The warranty for the high voltage battery is not valid if any defects have been caused by its incorrect use, management or maintenance (refer to the paragraph EXCLUSIONS FROM THE LAMBORGHINI WARRANTY FOR NEW CARS).

A different period or warranty condition may be applicable if provided by applicable federal and state law.

The Dealer / Service is responsible for the following of the recycling process of the market described by Lamborghini Guidelines. Recycling costs including transport for high voltage battery / modules can be claimed via LIASS.

5.3. Claim Invoicing

The amount to be invoiced to Lamborghini is the total amount for the individual warranty Job order accepted for the month with exceptions of different indications done with dedicated Aftersales communication. This amount is automatically calculated by the warranty system and is reported on the warranty statement. Job orders will be reimbursed only if date out is inserted, and all individual claims have been approved. The Authorized Lamborghini Dealer and Service should refer to the warranty statement when preparing the applicable invoice.

The warranty statement is available on Lamborghini Integrated After Sales System (LIASS), section *“Statement”.*
The invoice should preferably be prepared in compliance with the current CI/CD Guidelines (e.g., using letterhead with the Lamborghini logo).

The invoice must include the following:

- the invoice number;
- the invoice date;
- the Lamborghini order number (as shown on the monthly statement);
- the date of the warranty claim (as shown on the monthly statement);
- the total amount shown on the monthly statement; and
- the contact information of the Authorized Lamborghini Dealer and Service.

Failure to comply with any of the invoicing requirements described above may delay warranty claims reimbursement.

Lamborghini local Importer may have different Invoicing rules, please refer to your Regional Team for details.

5.4. Repair Time

Flat rate times for labor operations are based on the repair procedures approved by Lamborghini and are provided for each model. They determine the labor portion of a repair and contain the average time for setup, standard diagnosis, and repair procedures.
The time record is an official document and the basis for each reimbursement, it must clearly show the technicians carrying out the work and indicate for each claim the hour, day date and time spent per operation.
The operations listed in the claims and the corresponding times must be easily identifiable on the clocking report. Cumulative clocking time with no possibility to separate each Claim Line may lead to a rejection.
In case the time needed for a repair is significatively lower compared to the official Flat Rate time, during the Claim analysis or the Audits, a deeper check on the Workshop Procedures will be performed to detect if all Repair steps were conducted correctly.

Approved reimbursement works are:

- time for repairs according to flat rate catalogue by a productive technician;
- eventual time for diagnosis must be documented manually date/time/Documentation of the performed work steps/reason why;
- eventual time for road test must be documented manually date/time/mileage in and out/reason why. Road test must also be documented if they are included or required in the repair manual;
- additional time agreed with Lamborghini Technical support;

In order to find an efficient solution for complex and difficult diagnoses or repairs, the Dealer and Service must promptly inform Lamborghini Technical support. Eventual additional time requested without informing Lamborghini Technical support could be denied. In any case, the additional time must be documented separately on the back of the job card, with a reason why it was necessary, what has been carried out and how long it took.

5.5. Requests for Adjusting the Labor Rate

An Authorized Lamborghini Dealer and Service may request adjustment of the Labor Rate at any time during the year.
To the extent permitted by applicable law, only one adjustment of the Labor Rate may be requested during a 12-month period.
To request an adjustment of the Labor Rate, an Authorized Lamborghini Dealer and Service must use the “Dealer and Service Labor Rate Survey Form”.
The Lamborghini warranty labor rate requests will be reviewed and might be approved, denied or partially approved based also on the full fulfilment of the Service standard and all qualitative criteria that may impact the overall Customer Experience.
If requested and in accordance with local laws, the Dealer and Service could be requested to send 60 consecutive Lamborghini Repair Orders in order to identify the hourly retail labor rate.

The “Dealer and Service Labor Rate Survey Form” may be requested to After Sales Area Manager.
If applicable law provides for a different Warranty Labor rate calculation, Lamborghini will follow local legislations rules.

An official letter will be sent to the Authorized Lamborghini Dealer and Service if the request for adjustment of the Labor Rate is approved.

5.6. Requests for Adjusting the Parts Rate

An Authorized Dealer and Service may request an adjustment of the Parts Rate only if provided by applicable federal and state law. An agreement between Automobili Lamborghini S.p.A and the Dealer and Service must be signed by the parties if a change in the Parts Rate occur. The Parts Rate can be decreased by Automobili Lamborghini S.p.A further the evaluation of the documentation provided for the Request for Parts Rate Adjusting and in accordance with state law.

CHAPTER 6. TECHNICAL UPDATES

6.1. Campaigns

Campaigns are Lamborghini required or recommended repairs that Authorized Lamborghini Dealer and Service perform on the vehicles involved.

In accordance with its obligations under the Lamborghini Dealer and Service Agreement, an Authorized Lamborghini Dealer and Service must execute campaigns according to instructions provided by Lamborghini.

Campaigns are grouped as follows:

- Recall Campaigns;
- Service Campaigns.

Recall Campaigns are repairs that correct a concern related to vehicle safety or vehicle emissions. Lamborghini sends a notice letter to owners of the Lamborghini vehicles involved in the recall. In this letter, the owner is instructed to bring his/her vehicle to the nearest Authorized Lamborghini Dealer and Service as soon as possible to have the recall repair completed.

Service campaigns are repairs related to improving the quality of the vehicle and are not related to safety or vehicle emissions.

Vehicle campaign details may be viewed on the Lamborghini HUB.

When a campaign is announced, an information bulletin containing the necessary information and procedures for the repair in question is issued to Authorized Lamborghini Dealer and Service.

For each vehicle that is serviced, the Authorized Lamborghini Dealer and Service must check whether there are any open recall or service campaigns relating to that vehicle. If a vehicle is subject to any recall or service campaign, the Dealer and Service must perform and complete, the required repairs and service prior to returning the vehicle to its owner.

You must ensure that the repairs/updates to the vehicle required by the campaign are performed correctly.

Immediately contact your Area Service Manager should anything interfere with your successful completion of a campaign.

To obtain reimbursement for campaigns, submit a campaign reimbursement claim through Lamborghini Hub in accordance with Lamborghini procedures.

A campaign reimbursement claim must be submitted with the following attachments:

a) a copy of the repair order; and
b) diagnostic protocol included Beta report (if requested by Lamborghini).

For Recall and Service Campaign it is required to order and use the parts that are mentioned in the Recall / Service Bulletin.

6.2. Technical Bulletins

Technical bulletins are technical solutions and/or improvements that Lamborghini recommends for Authorized Lamborghini Dealer and Service to perform on the vehicles involved.

The repairs indicated in the bulletin may be reimbursed if the vehicle is within the coverage period of the applicable Lamborghini Warranties.

Reimbursement may be requested using the Goodwill Claims process for vehicle repairs indicated in the bulletin even if the vehicles are no longer within the coverage period of the applicable Lamborghini Warranties.

Campaign and Technical bulletins must be always reported in Warranty and Scheduled Maintenance Plan Booklet. If vehicle is already repaired in another Lamborghini Dealer and Service, the Workshop that will provide proof of first completion in the Scheduled Maintenance Plan Booklet will be reimbursed, the other Dealer and Service will be charged back.

6.3. Over the air Campaign (OTA)

Some updates, independently from their nomination (Recall, Service, Technical Bulletin) may be performed via OTA mode i.e., by the customer itself. Therefore, the Dealer and Service network will be required to update the Warranty and Scheduled Maintenance Plan Booklet when the vehicle was already updated by the customer or eventually launch the update procedure and complete the booklet when not. The reimbursement time is detailed in each single Bulletin Procedure.

6.4. TPI Technical Product Information

These are technical recommendations that do not generate an automatic Reimbursement Claim. Within the Reference Bulletin are all the detailed specifications.

CHAPTER 7. FIELD OR REMOTE WARRANTY AUDIT

7.1. Preamble

Target of the audit is an assessment regarding the process quality of the authorized dealer and beside the auditing of the selected claim, the explanation of recognized faults and the information about potentially negative trends also the development and introduction of counter measures to increase the process quality of the authorized partner fixed in an action plan.
The purpose of the accounting control is to establish the correctness of the warranty claim reimbursement requests. For do so, reimbursement requests are evaluated in accordance with a list of predefined criteria according to Warranty Policy and Repair manual.

The goal of the audit is to determine and introduce changes in the warranty process with an action plan as well as highlighting faults and potential negative developments in the internal processes of the authorized dealer.
The rules below may differ due to local market specificities from what is stated below and during Audit this will be communicated to the Dealer / Service with comprehensive explanations.

7.2. Announcement

The Audit is announced in writing to the authorized dealer 4 max. 6 weeks in advance and a binding agreement is to be reached regarding the date and term of the audit. Field or remote audit can be performed from Lamborghini Personnel or qualified external company.

7.3. Execution of the Audit

Lamborghini and dealership management shall agree on a workspace for the persons conducting the audit. Such workspace shall be selected so that the audit does not interfere with routine dealership business. Likewise, the audit workspace should not cause routine dealership business to interfere with the audit. The location should be suitably sized to accommodate the auditors and their equipment and be in a climate-controlled office like environment with an open internet connection of minimum 2Mbit download speed. Consideration should be given to the security of confidential customer information which may appear on repair orders or other documents.
The standard audit of each authorized partner is based on spot check of a minimum of 60 randomly selected claims out of an auditing period of 24 months (five years in the case of fraud, after the date the franchisor made such payment to the dealer) and includes all claims of the repair history linked to the vehicles as selected for the spot check. Database for the random sample is all claims within the auditing period.

In order to get a clear insight into the After Sales process chain, all documentation from the following areas is examined and evaluated during an Audit:

- Warranty;
- Goodwill;

- extended warranty;
- other After Sales Programs.

And the following processes are particularly important and will object of checking:

- arranging appointments, preparing orders;
- repair sequence from order commencement to distribution of work documentation responsibilities, order checking, coding and invoicing;
- direct dialogue reception;
- time clocking systems, warranty and goodwill parts storage and warehousing process (Storage also audited for overdue Genuine Remanufactured Parts).

Every fault/ negative development recognized during the audit have to be documented.
In order to reduce the expenditure for the auditing, unjustified claims will be debited to the authorized partner based on an extrapolation procedure approved by Lamborghini and applied to all claims settled in the audit period (excluding unjustified claims outside the audit period which will be debited one to one), provided such a procedure is permitted by the laws of the concerned country.
For the performance and presentation of the audit a suitable duration time has to be reserved (on average 4 to 5 working days in case of spot check inspection including history and extrapolation).
Legal regulations which do not permit an extrapolation within an audit have to be proven to Lamborghini in writing.
In case the legal regulations have changed, Lamborghini has to be informed immediately, too.
If an audit involving extrapolation is not permitted in a specific market, a selective warranty audit will be conducted in consultation with the supplier.
For authorized Dealer with insignificant claim volume an auditing can be conducted with different procedure (desk audit).
Beside the standard audits, thematically appropriate audits (e.g., Paintwork warranty, unusual damage cases or negative trend of costs) could be additionally performed by Lamborghini

Lamborghini reserves the right to impose a percentage charge on a specific onetime frame if the control of a random sample of reimbursement claims justifies doing so.
The percentage error rate in a sample of refund requests (on a minimum of 60 requests) will be extrapolated over the entire 24month period of the accounting audit.
Example:
If the error rate is 3%, the charge will be 3% of the total value of the warranty, goodwill, Selezione or other Aftersales programs for the 24 months' period subject to audit.

7.4. Audit follow up

After the execution of a field or remote audit final meeting will take place and the Lamborghini dealer will receive the report with the auditor's findings. This report will identify all activities area to be improved and the financial chargeback to be applied. A copy of this report will be sent to a specially appointed staff member, immediately after administrative control. The report also contains a detailed action plan that has been designed to help you in areas that need to be improved. A check on the action plan can be performed to verify that all recommendations contained in the report have been adopted.

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