

## Warranty Processing Company Inc. Dealer/Company Agreement

THIS CONTRACT, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_, whose address is \_\_\_\_\_, city of \_\_\_\_\_, state of \_\_\_\_\_, and **Warranty Processing Company, Inc. (WPC)**, whose address is **9250 East Costilla Ave, Suite 525, city of Englewood, state of Colorado, 80112.**

FOR AND IN CONSIDERATION of the mutual promises and benefits to be derived by the parties, they hereby agree to the following:

1. WPC will review and process all manufacturers' warranties.
2. WPC will notify service management and/or Dealer of potential problems we observe.
3. WPC will provide monthly reports to Dealer/Company management regarding warranty performance and status.
4. WPC will perform contracted functions (plan A, B or C, see-enclosed list) within 24 hours of receipt by WPC and corrections within 48 hours of receipt. Exceptions to these processing times are due to acts of God and difficulties beyond the control of WPC.
5. WPC cannot be held liable for Dealer/Company variations in manufacturer policy and procedures. WPC will notify Dealer/Company of any deviation from Or a violation of manufacturer's policy and procedures regarding warranty.
6. WPC is not the responsible party in the event of a manufacturer audit. However, if an audit occurs and money is taken from the dealership due to an error that is controlled directly by WPC, Inc., the dealership will be reimbursed by WPC, Inc. for these errors. WPC will assist in the audit if requested to do so by the Dealer/Company. WPC expenses (coach class airfare, hotel, meals, auto, etc.) will be charged to the audited dealer on the next bill.
7. Other services requested, but not included in the A, B or C class will be reimbursed by Dealer/Company for actual expenses incurred by WPC. No labor fee will be charged.
8. Warranty charge backs are not within the control of WPC. Problems such as: repairs not performed as stated, overlapping repairs, duplicate repairs and non-defective parts, are some examples of occurrences that are subject to chargeback and will not be deducted from billable warranty volume. WPC will make every reasonable effort to notify Dealer/Company and service management of these problems. However, the ultimate responsibility for these chargebacks rests with the Dealer/Company service management.
9. WPC will bill Dealer/Company based of paid claims only. WPC will apply the commission rate using the attached agreed upon rate schedule.
10. Dealer/Company agrees to provide WPC with all necessary documentation needed to adequately process each warranty claim.
11. Dealer/Company will provide all necessary information to WPC so monthly and management reports can be done in a timely manner.
12. Dealer/Company agrees to payment terms of net 15 days from invoice date. Payments not received by the close of business following the 16th day will be assessed a late fee of 1.5% (18% per annum).
13. WPC reserves the right to modify the commission percentage on a yearly basis with a 30-day notification letter to Dealer/Company management.
14. Termination of this contract by either party must be in writing 30 days prior to the termination date. During the 30 day termination period all contracted claims management and processing service will continue through WPC. WPC will return all claims materials upon completion of the 30th day. In the event notice of less than 30 days is given, WPC will bill an amount equal to the prior six-month average for the remaining portion left in the termination period. Dealer/Company agrees to continue to provide all necessary documentation so WPC can adequately generate the final bill.

**Service Plan Selected:** Plan A Plan B Plan C

This contract is the entire agreement between the parties and can only be modified in writing with both parties' signatures. This contract binds and benefits both parties, their successors and assigns. Time is of the essence of this contract. This contract shall be governed by the laws of Colorado. Venue shall be Arapahoe County, Colorado.

The parties have signed this contract on the date specified above.

---

General Manager of Dealership

---

Justin J. Carr  
Director of Sales/Marketing  
Warranty Processing Co., Inc.

---

WPC Representative