

## TERMS AND CONDITIONS OF MAINTENANCE AND REPAIR SERVICES

1. Parties to this Agreement; Definitions. As used in this Agreement, the terms: (a) "High's Auto Service" shall mean the High's Auto Service repair facility identified in the Service Authorization, estimate, work order, online request or other ordering document; (b) "Customer" shall mean the Customer identified in the Service Authorization, estimate, work order, online request or other ordering document; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Parts used in the Services; (d) "Part(s)" shall mean the new and/or used parts, components, accessories or materials used in the Services; and (e) "Services" means the repair and/or maintenance services performed by High's Auto Service for Customer, together with the Parts.

## 2. WARRANTY DISCLAIMERS AND LIMITATIONS

LIMITED WARRANTY ON SERVICES: High's Auto Service warrants that the Services will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of 90 days from the date the Services are performed. Customer's sole and exclusive remedy, and High's Auto Service's entire liability under the Services Warranty, is the repair of any nonconforming portion of the Services. The Services Warranty is valid only if the vehicle is returned, at Customer's expense, to High's Auto Service's repair facility. Any claim for repairs to be performed by other than a High's Auto Service facility must be approved in writing by High's Auto Service prior to commencement of any work. The Services Warranty extends only to the Customer for whom the Services were provided and not any subsequent purchaser. High's Auto Service PROVIDES NO OTHER WARRANTIES CONCERNING ITS SERVICES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

PARTS – MANUFACTURER WARRANTIES ONLY: Any warranties on any Parts are limited only to those written warranties provided by the applicable Part's manufacturer. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PARTS ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

NO OTHER WARRANTIES: EXCEPT AS SET FORTH ABOVE, High's Auto Service EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. High's Auto Service neither assumes nor authorizes any other person to assume for it any liability in connection with the services or any

parts provided to customer in conjunction with the services.

3. Rates; Authorization; Additional Repairs. High's Auto Service's charges for labor are not based on actual mechanic's time, but are established by multiplying High's Auto Service's labor rate by industry time allowances or High's Auto Service's own judgment of the time to be charged. In the event that Customer authorizes commencement but does not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly, or partially completed work. Such charge will be directly related to the actual amount of mechanic's time and/or parts involved in the inspection, repair, or service performed. High's Auto Service will submit warranty claims on behalf of Customer for manufacturers for whom it is authorized to perform warranty service; however Customer understands and agrees that it is responsible for full payment for any Services provided that are not covered by warranty. High's Auto Service is not responsible for any loss, damage, or other liability caused by, arising from, or related to repair or maintenance work recommended by High's Auto Service that is declined by Customer. Customer agrees that High's Auto Service employees may operate Customer's vehicle for purposes of facilitating the repairs, including but not limited to diagnosing, road testing, and sublet services.

4. OEM Parts. Customer acknowledges that estimates for non-warranty repairs may include parts not made by the original manufacturer. Parts used in the non-warranty repair of customer's vehicle by other than the original manufacturer are required to be at least equal in like kind and quality in terms of fit, quality and performance to the original manufacturer parts they are replacing.

5. Sublet Repairs. Customer acknowledges that portions of the repairs may be provided by a subcontractor hired by High's Auto Service and Customer hereby authorizes all sublet repairs that High's Auto Service, in its sole discretion, may deem necessary.

6. Damage; Theft. High's Auto Service is not responsible for loss of or damage to the vehicle due to or arising from fire, weather, theft or any other cause except the sole negligence of High's Auto Service. High's Auto Service is not responsible for any loss or damage to articles of personal property that have been left in the vehicle or for loss or damage to bodies, trailers or special equipment, including any cargo, materials or supplies carried on or in such bodies, trailers or special equipment, whatever the cause.

7. Payment; Storage Fees. All charges for repairs including labor and materials furnished are due and payable simultaneously with the delivery of the within described vehicle or prior to delivery upon the expiration of three (3) days after notice to Customer that the repairs have been completed. If the vehicle described herein is not picked up within three (3) days after such notice is given, High's Auto Service may charge daily storage fees at rates that are ordinary and customary for the area, but not to exceed \$50.00 per day or the maximum rate allowable by applicable law.

8. Mechanic's Lien; Lien Sale; Collection. In addition to any and all other legal remedies available to High's Auto Service, Customer authorizes and acknowledges an express mechanic's lien in favor of High's Auto Service on the vehicle described herein for all charges for repairs, including labor and parts, storage and/or towing. Customer authorizes and acknowledges that if payment in full is not received within thirty (30) days after High's Auto Service has notified the Customer that the repairs are completed: (i) High's Auto Service may, in accordance with applicable state law, begin lien sale proceedings and sell the vehicle at public auction; and/or (ii) High's Auto Service may refer such account to its attorneys or a collection agency for collection.

9. Fees and Expenses of Actions. In any Action, whether initiated by High's Auto Service or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that High's Auto Service shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that High's Auto Service prevails.

10. Waiver; Severability; Entire Agreement. No waiver of any term of this Agreement shall be valid unless it is in writing and signed by High's Auto Service's authorized representative. If any provision or part of any provision of this Agreement shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Agreement shall continue to be binding and enforceable. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

11. Communication Consent; Use of Customer Data. High's Auto Service may use information

Customer provides High's Auto Service, including but not limited to email addresses, cell phone numbers, and landline numbers ("Customer Data") to contact Customer for purposes related to this account, including debt collection, and for marketing and sales purposes. You also authorize High's Auto Service and its affiliates to use and disclose Customer Data to third parties for any purpose in an anonymous or aggregated form that does not identify Customer. In addition, Customer Data and vehicle maintenance service and repair information arising from or created as a result of maintenance and repair services provided by High's Auto Service to Customer, including vehicle owner information, vehicle identification numbers and vehicle specifications ("Vehicle Repair Data"), may be provided to vehicle/component manufacturer(s) and the vehicle/component manufacturer(s) dealers, and their respective service management platform providers ("Maintenance Third Parties") and used by High's Auto Service and such Maintenance Third Parties to support and enhance vehicle repair services provided to High's Auto Service and the Maintenance Third Parties' customers. You also authorize High's Auto Service and the Maintenance Third Parties to use and disclose Vehicle Repair Data to third parties for any purpose in an anonymous or aggregated form that does not identify Customer.