



Effective February 20, 2019

**2019 Mack Trucks MP8HE Performance Guarantee Protection Plan
Terms and Conditions**

The 2019 Mack Trucks MP8HE Performance Guarantee Protection Plan is a loyalty program offered by Mack Trucks, Inc. ("Mack Trucks") to its commercial customers who purchase new Model Year 2020 (ordered under 20A price book) Mack Pinnacle or Mack Anthem vehicles with Engine Plan 2 Purchased Coverage (an "Eligible Vehicle"), sold or unsold, built before December 31st, 2019 (the "Program"). These Terms and Conditions form the agreement between each commercial customer ("You" or "Your") that participates in the Program, and Mack Trucks, Inc. and its affiliates and subsidiaries (the "Company"). You may contact the Company at Mack Trucks, Inc. Attn: Aftermarket Sales Programs, 7825 National Service Road, Greensboro, North Carolina 27409, or by e-mail to MackSalesPrograms@macktrucks.com. Please read the following Terms and Conditions carefully and retain for your records. By applying for or participating in the Program, you are agreeing to these Terms and Conditions.

1. These Terms and Conditions benefit the Company and its Parts and Service Loyalty Reward Card service provider, North American Transactions Services, a division of VFS US LLC in the United States and a division of VFS Canada Inc. in Canada ("Service Provider").
2. Subject to the restrictions and exclusions set forth in Paragraphs 2 through 9 below, the Program is limited to commercial customers who (a) purchase a new Model Year 2020 Eligible Vehicle with an MP8HE engine for commercial or business use from a participating Mack dealer and complete the warranty registration and vehicle delivery process on or before December 31, 2019, and (b) purchase for the MP8HE engine an accompanying Engine Plan 2 Purchase Coverage plan.
3. Used vehicles or vehicles purchased from Mack Trucks corporate Inventory are not eligible for this Program.
4. The Mack HE Performance Guarantee Protection Plan is limited by Mileage. Please reference the Mileage limitation near the top of Your Performance Guarantee Certificate. The Program will apply to an Eligible Vehicle until the expiry of the Engine Plan 2 Purchase Coverage plan or reaching the Performance Guarantee Certificate Mileage limitation, whichever occurs first.
5. The identification of the customer purchasing the Eligible Vehicle must match the customer's name on the Bill of Sale, Purchase Order, customer invoice, and warranty registration.
6. You must submit online at <https://www.macktrucks.com/parts-and-services/business-services/> a submittal form with supporting documentation (repair order) of the mission disabling warrantable failure repair performed on an Eligible Vehicle by a Mack authorized dealer to request benefits under this Program.

7. Upon satisfaction of all requirements set forth in Paragraphs 2 through 5, you will be issued a Mack Trucks Parts and Service Loyalty Reward Card ("Card") or credit to your FleetPreferred account in the amount of \$500 per Eligible Vehicle's mission disabling warrantable failure repair within 3-4 weeks of the accepted online form submittal.
8. The Card is exclusively for loyalty or promotional purposes. The Card shall be used solely for commercial purchases, and not for personal, family or household use, to purchase parts and services for the customer's Mack vehicles at authorized Mack dealers that participate in the Program.
9. The Card must be presented to a participating Mack dealer at time of purchase of parts or services and has no cash value. The card is non-negotiable and is not intended to function as money or a monetary equivalent. Should the physical card be lost, amounts remaining on your Program account following notification of such loss to the Service Provider by contacting your local Mack dealer may continue to be redeemed in accordance with these Terms and Conditions.
10. The Company does not receive funds or monetary value in exchange for providing this card; it is issued solely to promote MACK customer retention and loyalty of those who purchase a new Model Year 2020 Mack Pinnacle or Mack Anthem vehicle with Engine Plan 2 Purchase Coverage from an independent, participating Mack dealer under the terms and conditions set forth herein. The value of this card cannot be increased by the reloading or addition of funds by you.
11. The submission for Card credit under the "Program" is the sole responsibility of the customer. Any incomplete submissions will be denied.
12. This Program does not provide a discount on the listed price of any goods or services, but instead provides the qualifying purchaser with the amount set forth on the Card for use toward purchases at participating dealers. Prices for parts and services are set by the independent participating dealer.
13. Dealer may not rebate cash to you from the Card.
14. Any credits or return reimbursements for parts or services purchased with the Card must be credited back to the Card rather than refunded as cash.
15. The Card is not a rebate and no portion of the Parts and Service Loyalty Reward Card may be applied to the purchase price of the initial Model Year 2020 Mack Pinnacle or Mack Anthem vehicles.
16. The Card is not considered property, and neither the Card nor any portion thereof may be transferred, sold, bartered, purchased, devised, or assigned.
17. The Company and Service Provider hereby expressly disclaim all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose for all purchases made with the Card. The Company and Service Provider neither assume nor authorize any other person to assume for the Company or Service Provider any liability in connection with the purchase of items made with the Card.

18. A dispute with a dealership regarding the quality of any parts sold or services rendered does not constitute grounds for reversal of any charge to the Card. All disputes regarding quality of parts or services must be resolved with the dealership.
19. You may only use the Card when there is a balance (stored value) remaining on the Card and only up to the value amount left on the Card. For information or to check your balance call the Service Provider at the number listed on the Card.
20. You are solely responsible for the payment of all sales, use, consumer, and other taxes arising out of or related to use of the Card or participation in the Program that is mandated by any applicable federal, state, and local laws, codes, ordinances, rules, and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted.
21. Any balance remaining on the Card after 12 months from the issuance of the card shall be forfeited.
22. Any fraudulent or unauthorized use of the Card is strictly prohibited and may result in termination or disqualification from the Program.
23. The Card is not a credit card or debit card.
24. You consent to the disclosure of your identity and your purchases to the Service Provider and Company.
25. By participating in the Program, you agree to allow Company and Service Provider to communicate with you via mail, email, phone, and other channels. Company may also communicate via text or mobile device, but the Company or Service Provider shall not assume any charges of the communication. Company and Service Provider may use these channels to communicate account status, program information or changes, and for other reasons.
26. You agree that you will not assert against the Company or Service Provider any claim, defense, setoff, or counterclaim that you may have against any dealership, distributor, or manufacturer in connection with any purchase made through the use of the Card.
27. In all matters relating to the interpretation and application of any rule or phrase of this Program, the decision of the Company is final. The Company and Service Provider reserve the right to amend, change, or revoke the Program or change the Terms and Conditions at any time, including the right to apply any such changes retroactively to benefits already accrued under the Program, due to reasonable business considerations or circumstances beyond its control. The Program is available only where permitted by applicable law, is void where prohibited, and may not be available in all states or provinces.
28. **LIMITATION OF LIABILITY. COMPANY OR SERVICE PROVIDER WILL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF COMPANY OR SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY A THIRD PARTY. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS**

BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

29. For participants of this Program that are residents of the United States, this agreement shall be governed by, construed and enforced in accordance with the laws of the United States and the State of North Carolina, without regard to its conflict of laws rules. For participants of this Program that are residents of Canada, this agreement shall be governed by, construed, and enforced in accordance with the laws of the Canada and the province of Ontario, without regard to its conflict of laws rules.
30. If any of these terms or conditions are unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect.