

## **Purchase and Dispute Policy**

### **General Policies**

**Fair and Ethical Sale** This Purchase and Dispute Policy is intended to promote fair and ethical treatment of the Dealer/Direct Dealer. Hertz has established this policy to give each Dealer the opportunity for a fair resolution in the event the Dealer discovers defects, conditions, or discrepancies that were not disclosed at the time of sale. Federal, State, and Local laws supersede these policies where applicable.

### **Procedures for online buying**

Dealer will have the ability to view Hertz' inventory of rental cars which are currently on rent, but available for sale and can submit requests for vehicles to be grounded. Upon submission of the request, the vehicle will be placed on hold and grounded when it becomes available. Once the vehicle is grounded and listed as YES under the ON GROUND column, Dealer will have the ability to purchase the vehicle on-line by submitting an order. Hertz will honor the asking price of the vehicle for 6 calendar days from the date of the request to ground, after which the hold will be removed from the vehicle and it will be placed back on the list of available inventory. Dealer may also submit orders for any other vehicles listed as YES under the ON GROUND column. Upon submission of an order, the order will be reviewed for approval.

Once a Hertz representative approves an order, Dealer has 4 business days to provide a signed bill of sale and payment to Hertz.

If dealer fails to provide signed bill of sale and payment within 4 business days, Hertz reserves the right to cancel the transaction.

After receipt of payment, dealer must pick up vehicle promptly, but in no event more than 10 business days after payment. If the vehicle is not picked up within 10 business days, storage fees may apply, and Dealer shall be responsible for any damages which occur to the vehicle.

### **Typographical Input Errors**

Occasionally, typographical input errors occur that cause errors in our pricing. In the event that such an error occurs on a car that you intend to buy, that car will be available to you for the correct price. If you prefer not to purchase the car at the correct price, any amounts that have been paid by you for the purchase of the car will be refunded to you.

## **Dealer Direct Dealer Responsibilities**

- a. The Dealer or Dealer's agent (transporter or driver) should note any obvious damage on the gate release prior to removing the vehicle from the pick up location. Hertz will not be responsible for any obvious damage not identified on the gate release or the condition report once the vehicle is removed from the pick up location.
- b. If Dealer's agent picks up the vehicle, Dealer will inspect the vehicle immediately upon arrival at Dealer's location. The Dealer must verify Hertz's representations and notify Hertz immediately of any discrepancies within the time frame as stated in this policy. Dealer will verify odometer reading upon arrival at Dealer's location. Mileage must be the same as when purchased if claiming for inoperable odometer.

## **Resolution Guidelines**

Defects, conditions, and discrepancies that were not disclosed in the vehicle description may be submitted by the Dealer through Hertz's dispute procedure provided that Dealer has picked up the vehicle and submitted the dispute on a timely basis.

In order for a dispute to be considered, the defects, conditions, or discrepancies must be listed on Hertz's Dispute Form/documents and reported to the Hertz Dealer Direct Representative within 2 business days of the date of the gate release of the vehicle, and in no event more than 12 business days from the date of payment for the vehicle. Pictures and repair estimates must be provided within 5 business days following submission of the claim or the dispute will be closed.

**Process** – Hertz will inspect only the defect(s) which are shown on the Dispute Form/documents and submitted on a timely basis. Each vehicle transaction is allowed one chance at mechanical, electrical, or cosmetic dispute. The decision of Hertz is final and binding upon Dealer.

If a price adjustment is made and accepted, vehicle becomes "AS-IS" property of the Dealer, and is not subject to any further resolution for mechanical, electrical, or cosmetic defects or adjustments.

If Hertz agrees to accept the return of the vehicle, the vehicle along with its properly endorsed title must be returned to Hertz at the original pick up location or an alternative location at Hertz discretion in the same or better condition than when purchased. A vehicle is not considered returned until received, inspected, and approved for return by Hertz. There will be a charge for excessive mileage on a returned vehicle of \$.15 for every mile in excess of 300 miles over the mileage on the odometer at the time of sale.

## **Exclusions:**

- a. **Noise and Inherent Conditions:** No dispute can be based on noises or conditions that are inherent or typical to a particular model or manufacturer, unless deemed “excessive” by Hertz on non-warranty items. OEM dealer warranty guidelines will be used where applicable to determine whether the condition is excessive.
- b. **Manual Transmissions:** Vehicles with standard transmissions are not eligible for manual clutches unless the defect will not allow a safe test drive.
- c. **Wearable Items:** Vehicles are not eligible for dispute for wearable items. For purposes of this policy wearable items are defined as parts of the vehicle that the manufacturer recognizes the need for replacement/adjustment during the expected life of the vehicle. These items are normally identified in the Owner’s Manual for routine check and replacement and would include, but not limited to: tires, wipers, brake pads, shoes, rotors, belts, hoses, lubricants/fluids, timing belts, bulbs, filters, shocks & struts.
- d. **EDVH:** No dispute can be based upon information listed in Electronic Data Vehicle Histories (EDVH) (i.e. Carfax, AutoCheck, etc.)
- e. **Miscellaneous** No dispute is available for any additional item identified on the Dispute Policy Guidelines as not eligible for dispute.

**4x2 Disclosure Rule:** All multipurpose and utility-type vehicles are assumed to be 4X2 unless otherwise announced.

However, if a 4X2 multipurpose, utility-type vehicle or pickup has been altered in appearance or stance to resemble a 4X4, a 4X2 statement will be required. Examples include: new badges, raised suspension, and off-road tires.