

1. Fully completed Medium Fleet Application forms must be submitted by dealership via Star Support case:
<https://digitalservices.mercedes-benz.com/sp>
 - a. All sections with asterisk must be completed or application will be rejected. To speed up the process, please fill in the form electronically.
 - b. At the time of submission, dealer must provide applicant's proof of the minimum 15 units in operation. This is ideally provided in the form of scanned copies of each vehicle's proof of insurance, registration, or title.
2. Corporate Account Number (CAN):
 - a. Existing customers with an approved Mercedes-Benz Passenger Car/Light Truck CAN do not have to undergo a separate UIO verification process to determine eligibility for the Mercedes-Benz Commercial Vehicles Medium Fleet Program. However, the existing Mercedes-Benz Passenger Car/Light Truck CAN must be provided on the application. Confirmation of Mercedes-Benz Commercial Vehicles Medium Fleet Program CAN activation will be provided to the CAN applicant via email.
 - b. If new CAN applicant passes the due diligence check by Commercial Vehicles Fleet Operations, a CAN will be newly created for the Mercedes-Benz Commercial Vehicles Medium Fleet Program. Confirmation of Mercedes-Benz Commercial Vehicles Medium Fleet Program CAN activation will be provided to the CAN applicant via email.
3. For Small FMC's and upfitters/body builders without registered units in operation, one of either of the following documents is required along with the completed form:
 - a. Proof customer will be purchasing 15+ units by end of each calendar year
 - b. Proof of membership of an affiliated bodybuilder/equipment vocational specific association via NTEA, NLA, LCT, RVIA, ATA, ICRI, SAE, and NHSTA
4. Customer incentives are not attached to the customer's CAN or vehicles (PO#s) at the time of wholesale. Customer incentives are paid to the selling dealership through MSS after vehicle is retailed (DDR).
 - a. Medium Fleet Program customer incentives are not combinable with Retail incentives such as Special Retail APR or Retail Dealer Cash unless explicitly stated in the Sales Program Guide.
 - b. Use of Special Retail APR in combination with Medium Fleet Program customer incentives will result in the chargeback of the Medium Fleet Program customer incentives in MSS if the two programs are explicitly communicated as not combinable – No exceptions.
 - i. Special Retail APR takes precedence versus Medium Fleet Program customer incentives if the two programs are explicitly communicated as not combinable – No exceptions.
 - c. Vehicles retailed (DDR) with an unapproved CAN will not be paid any incentives (including Retail incentives) – No exceptions.
5. Dealer must keep copy of insurance policy or registrations in deal jacket.

Medium Fleet Program Request Form

Complete all fields and submit Star Support Case via link above. This form must be filled in electronically with all required fields (*) populated in order to be accepted for processing.

SPONSORING DEALERSHIP INFORMATION

* Sponsoring Dealership Name: _____

* Sponsoring Dealership Code: _____ (5 digit)

CAN APPLICANT INFORMATION

* Company Name: _____

* Existing CAN: _____ N/A

* Website URL: _____

* Company Street Address: _____

* City: _____ * State: _____ * Zip: _____

* Phone: _____ * Email: _____

* Federal Tax ID: _____

* Upfitter/Body Builder: Yes No *If Yes, please enter annual purchases: _____

UNITS IN OPERATION (provide counts)	
_____ Small Vans	_____ Chassis
_____ Medium Vans	_____ Box Trucks
_____ Large Vans	_____ Other (Passenger Car/Light Truck)

* Company Authorized Signer Name (Print): _____

* Company Title (Print): _____

* Signature: _____ Date: ___ / ___ / ___

The following Standard Terms & Conditions (the “**Terms**”) set forth the legally binding terms governing your participation in the Medium Fleet Program (the “**Program**”) offered by Mercedes-Benz USA, LLC (“**MBUSA**”) to holders of a Corporate Account Number (“**CAN**”). These Terms are effective and shall apply to your participation in the Program on or after January 1, 2022. These Terms, together with such other terms or offers provided to you in writing by MBUSA, constitute and shall be collectively referred to herein as this “**Agreement**.” The parties do not intend for these Terms to be signed. Instead, your request for a CAN or your purchase of any MBUSA commercial vehicle through the Program (each, a “**Commercial Vehicle**”) from an authorized Mercedes-Benz dealer (“**Dealer**” or “**Dealers**”), is evidence of and constitutes your acceptance of these Terms and this Agreement. MBUSA may update or revise these Terms or other terms of the Agreement at any time and from time to time (including but not limited to the offers, incentives and requirements related to your purchase of Commercial Vehicles) by providing or making available such updated or revised documents to you through authorized Mercedes-Benz Dealers.

1. Sale and Purchase of Commercial Vehicles.

a. *Commercial Vehicles.* All Commercial Vehicles made available to CAN holders pursuant to the Program are new, unused eligible vehicles (as defined in the Program) with factory-built specifications. You acknowledge and agree that no Commercial Vehicles are or will be customized or modified by MBUSA for you.

b. *Order Process.* All Commercial Vehicles shall be purchased by you from Dealers. It shall be your responsibility to select Dealers from which to purchase Commercial Vehicles. Subject to availability, MBUSA will sell to Dealers Commercial Vehicles for fleet resale to you pursuant to orders received from the Dealer(s) and agreed upon by MBUSA. You acknowledge and agree that MBUSA’s delivery of Commercial Vehicles to Dealers pursuant to orders received from Dealers are subject to a variety of factors, including but not limited to market demand, product and component part availability, government regulations, weather and transportation. In no event shall any provision of this Agreement be deemed to constitute a guarantee of any volume of Commercial Vehicles for resale to you, or of any specific make, model, series, body style or specification of Commercial Vehicles for resale to you.

c. *Incentives.* You acknowledge and agree that any incentives or offers made available to you by MBUSA in connection with your participation in the Program are provided at MBUSA’s sole discretion and may be changed or cancelled for any reason or no reason at any time and from time to time.

d. *Title.* Each Commercial Vehicle purchased by you from a Dealer shall be for your CAN account, shall be DDRed and titled to you, and, as such, may not be resold as a new motor vehicle.

e. *Shipment; Risk of Loss.* Unless otherwise agreed upon by the Dealer and MBUSA, shipment of Commercial Vehicles from MBUSA’s facilities to Dealers shall be pursuant to MBUSA’s standard shipping procedures. Risk of loss and insurance in connection with sales to Dealers shall be governed by MBUSA’s

standard procedures for sales to MBUSA dealers. It shall be the sole responsibility of you and each Dealer to arrange for shipment of the Commercial Vehicles from the Dealer to you, and MBUSA shall have no responsibility in connection with such shipping or damage to or loss of Commercial Vehicles caused thereby.

f. *Separate Purchase Agreement.* The sale of the Commercial Vehicles from Dealer to you shall be subject to a separate agreement between Dealer and you (the “**Vehicle Purchase Agreement**”). YOU ACKNOWLEDGE AND AGREE THAT EACH DEALER (AND NOT MBUSA) SHALL BE RESPONSIBLE FOR ITS OWN RESPECTIVE DUTIES, OBLIGATIONS AND LIABILITIES, INCLUDING THE OBLIGATION TO ORDER AND PURCHASE THE COMMERCIAL VEHICLES REQUESTED BY YOU FROM MBUSA. YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL LOOK SOLELY TO EACH DEALER WITH RESPECT TO THE APPLICABLE VEHICLE PURCHASE AGREEMENT (AND NOT MBUSA OR ANY OTHER DEALER) FOR ANY AND ALL VIOLATIONS OR BREACHES THEREOF AND ANY CLAIMS AND/OR CAUSES OF ACTION THAT ARISE FROM THE VEHICLE PURCHASE AGREEMENT AND/OR ARISE FROM SUCH DEALER’S PERFORMANCE AND/OR NON-PERFORMANCE UNDER THE APPLICABLE VEHICLE PURCHASE AGREEMENT. MBUSA EXPRESSLY DISCLAIMS ANY AND ALL LIABILITIES THAT ARISE FROM ANY VEHICLE PURCHASE AGREEMENT AND/OR THAT ARISE FROM THE APPLICABLE DEALER’S PERFORMANCE OR NON-PERFORMANCE UNDER ANY APPLICABLE VEHICLE PURCHASE AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, AS IT RELATES TO MBUSA AND/OR ANY OTHER DEALER.

2. Warranties on Commercial Vehicles. MBUSA warrants new Commercial Vehicles as explained in documents provided with the Commercial Vehicles. EXCEPT AS OTHERWISE PROVIDED BY LAW, THE WRITTEN WARRANTIES CONTAINED IN SUCH DOCUMENTS ARE THE ONLY WARRANTIES OFFERED BY MBUSA APPLICABLE TO COMMERCIAL VEHICLES. Notwithstanding the foregoing, such limited warranties offered by MBUSA may be affected or voided by your acts or omissions as explained in such documents and in these Terms.

3. Modifications or Conversions of Commercial Vehicles.

a. *Modified Vehicles.* You are solely responsible for any and all alterations, modifications, changes, customizations, installations or conversion work performed on the Commercial Vehicles following delivery thereof by MBUSA to Dealer (collectively, any “**Modifications**”), including but not limited to all design, engineering, construction and performance of such modified or converted Commercial Vehicles, and all results, repercussions, risks and liabilities resulting therefrom. You acknowledge and agree that any and all governmental certifications relating to the Commercial Vehicles obtained by MBUSA shall apply only to the Commercial Vehicles as manufactured by MBUSA or its affiliates and shall not extend to any altered, modified, changed, customized, installed or converted Commercial Vehicle. You are solely responsible for any noncompliance with governmental certifications or applicable federal, foreign, international, state, territorial and

local laws, codes, rules and regulations, including but not limited to the National Traffic and Motor Vehicle Safety Act of 1966, the Federal Motor Vehicle Safety Standards, the Federal Clean Air Act, and national greenhouse gas emissions standards (collectively, “**Applicable Law**”) caused by or resulting from any Modifications to the Commercial Vehicles.

b. *Disclaimers.* You acknowledge and agree that any Modifications made to the Commercial Vehicle may not be covered by the MBUSA warranty and MBUSA may deny you warranty coverage if the Commercial Vehicle or any part or component thereof has failed or malfunctioned due to any Modifications. Modifications may adversely affect the performance, reliability and longevity of the Commercial Vehicle or any part or component thereof supplied by MBUSA or its affiliates. You further acknowledge and agree that any Modifications may affect (i) the safety performance of the Commercial Vehicle and therefore the National Highway Traffic Safety Administration’s safety ratings of the Commercial Vehicle may not apply to the Commercial Vehicle with Modifications, and (ii) the environmental and fuel economy performance of the Commercial Vehicle and therefore the U.S. Environmental Protection Agency’s ratings of the Commercial Vehicle may not apply to the Commercial Vehicle with Modifications.

c. *Users and Purchasers of Modified Commercial Vehicles.* Prior to the sale, lease, rental or other use of a Commercial Vehicle with Modifications, you agree to notify the purchaser, lessee, renter or user in writing in plain language that the Commercial Vehicle has been altered, modified, changed, customized, installed or converted by a party unaffiliated with MBUSA and that the Modifications have not been tested or approved by MBUSA. Such notification shall be made by you to a purchaser, lessee or renter of a Commercial Vehicle with Modifications by including the following Notice in the purchase, lease or rental agreement executed by the purchaser, lessee or renter. Such notification shall be made by you to any user of a Commercial Vehicle with Modifications by including the following Notice with the owner’s manual and related information in the glove compartment of such vehicle. Notwithstanding the foregoing, this notice requirement does not apply to Modifications made by you to the extent you are an MBUSA approved eXpert Upfitter and such Modifications are made in accordance with your obligations and requirements as an MBUSA approved eXpert Upfitter.

NOTICE

THIS VEHICLE HAS BEEN ALTERED, MODIFIED OR CONVERTED BY A PARTY UNAFFILIATED WITH MERCEDES-BENZ USA OR ITS PARENT, SUBSIDIARIES OR AFFILIATES (“MBUSA”). MBUSA HAS NEITHER TESTED NOR APPROVED ANY ASPECTS OF THE ALTERATIONS, MODIFICATIONS OR CONVERSIONS. FOR PURPOSES OF STATE AND FEDERAL LAW, THIS CONVERTED VEHICLE IS A “USED VEHICLE.” MBUSA SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES,

LIABILITY AND RESPONSIBILITY PERTAINING TO THE ALTERATIONS, MODIFICATIONS OR CONVERSIONS OF THIS VEHICLE.

THE CONSUMER SHOULD BE AWARE THAT:

1. CHANGES MADE TO THE VEHICLE MAY NOT BE COVERED BY AND/OR MAY VOID THE MBUSA WARRANTY. MBUSA MAY DENY YOU WARRANTY COVERAGE IF THE COMMERCIAL VEHICLE OR ANY PART OR COMPONENT THEREOF HAS FAILED OR MALFUNCTIONED DUE TO ANY CHANGES MADE TO THE VEHICLE.

2. CHANGES MADE TO THE VEHICLE MAY AFFECT THE SAFETY PERFORMANCE OF THE VEHICLE AND THEREFORE THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION’S SAFETY RATINGS OF THE ORIGINAL VEHICLE MAY NOT APPLY TO THE VEHICLE AS MODIFIED.

3. CHANGES MADE TO THE VEHICLE MAY AFFECT THE ENVIRONMENTAL AND FUEL ECONOMY PERFORMANCE FOR THE VEHICLE AND THEREFORE THE U.S. ENVIRONMENTAL PROTECTION AGENCY’S RATINGS OF THE ORIGINAL VEHICLE MAY NOT APPLY TO THE VEHICLE AS MODIFIED.

4. Exporting. The Program and the benefits available you under the Program are designed to promote the sale and use of Commercial Vehicles in the United States of America and its territories (collectively, the “**United States**”). Accordingly, you acknowledge and agree that the Commercial Vehicles may not meet the specifications or performance characteristics required in jurisdictions outside the United States, service parts and assistance may not be available for Commercial Vehicles in jurisdictions outside the United States, and Commercial Vehicles exported from the United States are not covered by the MBUSA warranty. You represent, warrant and covenant that you are not in the business of exporting motor vehicles, parts or components outside of the United States and you do not intend to export or facilitate the export of any Commercial Vehicle outside the United States.

5. Status. You represent and warrant that you are and shall remain a member of an affiliated bodybuilder/equipment vocational specific association via NTEA, NLA, LCT, RVIA, ATA, ICRI, SAE or NHTSA, and you covenant to maintain such membership as a condition to you being a CAN holder and a participant in the Program.

6. Indemnification.

a. *General.* You shall defend, reimburse, indemnify and hold harmless MBUSA and its parent, subsidiaries and affiliates (the “**Indemnified Parties**”) from and against any and all costs, liabilities, demands, claims, suits, actions, damages, losses, expenses and liabilities, at law or in equity, whether pursuant to contract or otherwise (including arising in tort, by statute or other grounds), whether incurred by the Indemnified Parties, third parties or otherwise, including attorneys’ fees and costs

(collectively, “**Damages**”) of any kind and nature arising out of or related to:

i. any Modification to any Commercial Vehicle or associated services provided by or on behalf of you (including but not limited to any damage to property, any personal injury or death, any failure or malfunction of any Commercial Vehicle or any part or component thereof, or any product liability or warranty claim arising from the Modification or any defects in the Commercial Vehicle or any part or component thereof caused by or resulting from the Modifications);

ii. any claims that any Modification to any Commercial Vehicle or processes used to modify any Commercial Vehicle infringe the intellectual property rights (including but not limited to patent rights and copyrights) or misappropriate the trade secrets of any third party;

iii. any breach of these Terms or this Agreement by you or your agents or affiliates; or

iv. any failure by you or your affiliates or agents to comply with any requirements set forth in any Applicable Law, including but not limited to any claim or allegation that any Modifications do not comply with Applicable Law or cause the Commercial Vehicle to not comply with Applicable Law.

b. **Defense.** MBUSA shall promptly notify you of any Damages which MBUSA has reason to believe may be covered by the indemnity provisions of this Section 6. You will have not less than 30 days to conduct a reasonable investigation to initially determine whether or not you will defend the Indemnified Parties. MBUSA will take steps necessary to protect its own interests and those of the other Indemnified Parties until you assume the active defense of the Indemnified Parties. Unless you reasonably believe that no allegation of Damages is subject to indemnification pursuant to this Section 6, then you will assume the Indemnified Parties’ defense upon MBUSA’s request. MBUSA shall have the right to decide whether MBUSA or you will defend the claim for Damages but, in either case, such defense, including but not limited to attorneys’ fees and court expenses, shall be paid by you. MBUSA shall have the right to select and/or approve the legal counsel retained by you to defend the Indemnified Parties, and approve any and all settlements and offers of settlement prior to you entering into same. You shall obtain the written consent of MBUSA prior to ceasing to defend, settling or otherwise disposing of any claim.

7. **Trademarks.** Except with respect to the identifying markers on or in the Commercial Vehicles at the time of delivery thereof, you shall not make use of and you shall have no right in or to the Mercedes-Benz name, the three-pointed star, or any of MBUSA’s or its affiliates’ trade names, trademarks, service marks, logos, symbols or any other identification or abbreviation or semblance thereof. You agree not to advertise or market the Commercial Vehicles or your products, services or other business in connection with the Commercial Vehicles in any manner that is reasonably likely to mislead, confuse or deceive the public or

that misstates the characteristics of or disparages any Commercial Vehicles.

8. **Termination.**

a. *For Convenience.* MBUSA may, at its option, for any or no reason, terminate this Agreement by giving not less than 60 days’ prior notice to you.

b. *Immediate Termination.* MBUSA may terminate this Agreement, in whole or in part, effective immediately on the date of the notice of termination or as otherwise designated by MBUSA, in the following events: (i) you repudiate, breach or threaten to breach any provision of this Agreement and, to the extent such repudiation or actual or threatened breach is curable by you, you fail to cure such repudiation or actual or threatened breach to MBUSA’s satisfaction within 10 days following your receipt of notice of such event from MBUSA, (ii) MBUSA determines that you have ceased to meet MBUSA’s requirements or qualifications for CAN holders or participants in the Program or MBUSA determines that inaccurate, incomplete or fraudulent information was provided by you in your request for a CAN, (iii) MBUSA determines that your acquisition, ownership or use of any Commercial Vehicles, including but not limited to any Modifications to Commercial Vehicles, violates any Applicable Law or any MBUSA policies, (iv) MBUSA, at its option, cancels the Program, (v) MBUSA determines that any Commercial Vehicle sold by a Dealer to you pursuant to the Program has been exported outside the United States within 12 months of the retail sale of such vehicle by Dealer to you, or (vi) MBUSA determines that you have sold or offered for resale a Commercial Vehicle as a new motor vehicle in violation of Section 1(d) or Section 3 of these Terms.

c. *Effect of Termination.* Unless otherwise agreed to by MBUSA, termination of this Agreement shall immediately result in the cancellation of your CAN. No termination or cancellation of this Agreement shall relieve you of your obligations under this Agreement with respect to any Commercial Vehicles purchased by you under the Program prior to the effective date of such termination, and these Terms shall continue to apply with respect to any Commercial Vehicles purchased by you under the Program notwithstanding any termination or cancellation of this Agreement.

9. **Governing Law.** This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws rules or principals which might refer such construction to the laws of another jurisdiction.

10. **Venue and Jurisdiction.** The exclusive venue and jurisdiction of any claim or controversy between you and MBUSA involving the construction, application or enforcement of any of the terms or provisions of this Agreement, or any claim arising out of or relating to this Agreement, shall be in the state and/or federal courts located in Fulton County, Georgia and you and MBUSA agree to submit to the jurisdiction of such courts. TO THE FULL EXTENT PERMITTED BY LAW, YOU AND MBUSA WAIVE ANY RIGHT IT MAY HAVE TO TRIAL BY JURY WITH RESPECT TO DISPUTES PERTAINING TO THIS AGREEMENT.

11. No Agency Relationship. You are at all times an independent purchaser of Commercial Vehicles. In no event shall you be deemed the agent or legal representative of MBUSA or its affiliates for any purpose whatsoever. This Agreement does not grant you any express or implied right or authority to assume or create any obligation on behalf of or in the name of MBUSA or its affiliates or to bind MBUSA or its affiliates in any manner whatsoever.

12. Assignment. You may not assign any rights or obligations under this Agreement, whether by operation of law or otherwise, without MBUSA's prior written consent. Any attempt to assign or delegate any portion of this Agreement in violation of this Section 12 is void in each instance. Notwithstanding anything to the contrary in this Agreement, MBUSA may assign this Agreement, or any of its rights or obligations hereunder, (a) to any parent, subsidiary or affiliate of MBUSA or (b) in connection with any change in ownership or change in control of MBUSA.

13. Notices. Unless otherwise provided herein, all notices, approvals or consents permitted or required to be given hereunder must be in writing and shall be deemed sufficient if given by personal delivery, U.S. mail (postage pre-paid, certified and return receipt requested), electronic mail or recognized overnight courier service, addressed (a) to you at the address provided by you to MBUSA in your request for CAN or at such other address as you may designate in the manner provided for in this Section 13 or (b) to MBUSA at Mercedes-Benz USA, LLC, Attn: Van Sales Operations, One Mercedes-Benz Drive, Sandy Springs, GA 30328 or at such other address as MBUSA may designate by providing notice of such change through authorized Mercedes-Benz Dealers. Notices so given shall be effective upon receipt by the party to which notice is given.

14. No Waiver. No failure by you or MBUSA to take any action or assert any right hereunder shall be deemed to be a permanent or continuing waiver of such action or right. No waiver shall be effective unless in writing and signed by the waiving party.

15. Severability. If any provision of this Agreement is held to be invalid or unenforceable in any applicable jurisdiction, as to such jurisdiction, and provided the essential terms of this Agreement remain valid, binding, and enforceable, this Agreement will be ineffective only to the extent of such invalid or unenforceable provisions without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

16. Headings. The headings and sub-headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define the scope or content of this Agreement or the construction of any provision hereof or of any document or instrument referred to herein.

17. Entire Agreement. The Agreement constitutes the entire agreement between you and MBUSA with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties with respect to the subject matter hereof.