ProDiesel

Authorized Service Center Agreement

| Service Center/Dealer | Name | e | | | | |
|-----------------------|------|--------|---|-----|---|--|
| Street Address | | | | | | |
| City | | _State | Z | :iр | | |
| Telephone Number (|) _ | | | | | |
| Fax Number (_ | | | | _ | | |
| Email Address | | | | | _ | |
| Website | | | | | _ | |

(If you are to be the contact for service in your marketing area please give the number (____) of your Service Centers meeting the criteria below that you would give as a referral for service.)

ProDiesel Agrees:

- To add the above Service Center/Dealer to The ProDiesel North America Service Center Network.
- To list the Service Center/Dealer on ProDiesel's official website as an Authorized ProDiesel Service Center.
- To approve the Service Center to perform warranty and services for ProDiesel products as stated in ProDiesel's Warranty Policy guidelines.
- To provide Customer Service and Technical Support when needed at 1-877-ProDiesel.
- To drop ship product to the Authorized Service Center for the Service Dealer should an emergency situation occur.

Service Center Agrees:

- To accept the appointment as a ProDiesel Authorized Service Center to diagnose, replace or repair ProDiesel products.
- To provide proper service and repair of ProDiesel Products that are installed on diesel engines in automotive, industrial, or off-highway applications presented to the Service Center.
- To provide and maintain a Heavy Duty Diesel Service of class 4 8 vehicles and have the necessary diagnostic equipment and trained personnel to correctly analyze and repair diesel fuel injection components.
- To use the ProDiesel or its trademark solely in connection with the promotion, sale and service of Products.
- To provide and maintain at all times a staff of qualified personnel, ASE or ADS or OEM certified and properly trained to diagnose and service on-highway vehicles and/or off-highway equipment.
- To provide and maintain an adequate and easy accessible facility for the proper diagnostic and servicing of diesel engines equipped with ProDiesel Products.
- To service these Products in accordance with ProDiesel and/or OEM recommended procedures and to utilize approved diagnostic equipment and tools deemed necessary to service ProDiesel Products.
- To provide authorized service on ProDiesel Products from its location listed at the beginning of this document.
- To honor ProDiesel's warranty policies and procedures with respect to its products and services.
- Failure to maintain the minimum qualifications can result in loss of Authorized Service Center status.

Service Dealer Agrees:

- To sell and provide ProDiesel Products to the above Service Center; prices and terms to be established by Service Dealer for Service Center.
- To supply Service Center with suggested resale prices, catalogs and other sales literature that may be made available to Service Dealer by ProDiesel for distribution to Service Center.
- To assist Service Center in the fulfillment and maintenance of this agreement and its requirements.

Central Agrees:

| • | To support this program by providing ProDiesel Products and Services to its customers as required |
|---|---|
| | in a timely and customer sensitive manner. |

| Service Center | Service Dealer | Central Distributor | |
|----------------|----------------|---------------------|--|
| Signature | Signature | Signature | |
| Title | Title | Title | |
| Date | Date | Date | |

The original agreement and all copies need to be forwarded to ProDiesel, Vice-President of Sales and Marketing, 318 Fesslers Lane, Nashville, Tennessee 37210. A copy will be returned to the Central, Service Dealer and Service Center.

| ProDiesel | |
|-----------|--|
| | |
| Signature | |
| Title | |
| Dete | |