

## **Mercedes-Benz Fleet Program Overview**

Mercedes-Benz is pleased to offer several distinct Fleet programs designed to address the various needs of our corporate clientele. The programs are designed to actively promote the sale of new Mercedes-Benz passenger vehicles/light trucks by authorized Mercedes-Benz dealers by broadening the scope and number of Mercedes-Benz, LLC drivers resulting in incremental sales for Mercedes-Benz USA and its dealers.

Additionally, the programs are designed to penetrate the commercial segment and offer Mercedes-Benz vehicles as a preferred option for Corporate Executive and Fleet Management Programs. The programs are intended for the purchase or lease of new vehicles; previously registered vehicles are not eligible. All of the programs are designed for companies or individuals purchasing/leasing vehicles for use in the United States and its territories. The Mercedes-Benz Export and DDR Policies apply to all such transactions.

## **Terms & Conditions**

- 1) Mercedes-Benz USA, LLC reserves the right at its sole discretion to change program rules and guidelines and fleet incentives without notice, to verify accuracy of account data, to decline an application or terminate a Corporate Account Number or Executive Allowance Control Number or Fleet Employee Program Control Number at any time on a case by case basis. All program transactions are subject to audit and chargeback.
  
- 2) All Fleet incentives must be claimed at the time of purchase/lease. Fleet incentives cannot be used in conjunction with Dealer Employee Purchase Program (DE1), Mercedes Vehicle Plan (MVP), Master Lease Program (MLP), Diplomat, European Delivery, Courtesy Vehicle Program (CVP) vehicle that has not met the minimum service requirement, Special Demos, Competitor Conquest Program, Customer Advocacy Program (CAP), Customer 1 Certificate (C1C), other Fleet programs (Corporate Sales or Executive Allowance Bonus (EAB) or Fleet Employee Program (FEP)) or non-U.S. specification vehicles.

- 3) All Mercedes-Benz passenger vehicles acquired through any Fleet program shall remain under operation by customer and may not be exported from the United States or sold for exportation from the United States for a minimum period of twelve (12) months from the time of original sale to Customer, without the prior written consent from MBUSA in its sole discretion.

Customer further acknowledges and agrees to comply with any and all policies regarding minimum holding periods for the vehicles as well as any vehicle export policies as may be instituted by MBUSA from time to time.

In the event of a violation of this obligation, Customer agrees to pay to MBUSA and MBUSA reserves the right to recover payment from Customer, any special fleet incentives provided to Customer on any such vehicles that have found to be removed from the United States during this 12 month period as well as all reasonable costs incurred by MBUSA in the collection of said payments, including reasonable attorney's fees and court costs. In addition to the foregoing, MBUSA reserves the right to immediately suspend or terminate Customer's participation in the Program upon issuance of written notice to Customer.

- 4) Customer, its directors, officers, employees, agents, subcontractors and representatives are obliged to refrain from the following practices: (i) any practice which may lead to liability resulting from fraud or embezzlement, (ii) fraudulent preferences or other violations of insolvency laws and/or regulations, (iii) violations of competition laws and/or regulations, (iv) acceptance of bribes or gratuities from or paying bribes or gratuities to any director, officer, employee or agent of MBUSA or any third party or otherwise participating in any other activity which is of the nature of or may constitute a crime of corruption.

In the event of violation of the above, MBUSA has the right to immediately withdraw from or terminate all legal transactions existing within this Agreement and the right to cancel all negotiations. Without limiting the foregoing, Provider is obliged to comply with all laws and regulations applicable to itself and/or its commercial relationship with MBUSA.

- 5) Each party agrees to indemnify and hold harmless the other party, its subsidiaries, affiliates, employees, officers and directors from and against any and all expenses, damages, and costs, including reasonable outside attorney's fees, arising out of or connected with any actual claim, lawsuit or legal proceeding filed by a third party pertaining to the Indemnifying Party's negligence, recklessness or intentional misconduct and/or the Indemnifying Party's breach of its representations and warranties hereunder. The Indemnified Party shall promptly notify the Indemnifying Party of any such claim. At Indemnifying Party's option, Indemnifying Party may assume the handling, settlement or defense of any claim or litigation, in which event Indemnified Parties shall cooperate in the defense of any such claim or litigation as may be reasonably requested by the Indemnifying Party. Indemnified Parties shall have the right to participate in such litigation, at its expense, through counsel selected by Indemnified Party. The Indemnifying Party will not be liable for legal fees and other costs incurred prior to the Indemnified Parties party giving notice of the claim for which indemnity is sought.
  
- 6) Mercedes-Benz Fleet Program operates in an ethical and professional manner in full compliance with all applicable laws. Fleet Programs are not eligible for use with Brokers. Customer further acknowledges that a broker is not involved in said transaction.

## **Corporate Sales Program**

The program is designed to increase penetration into the commercial fleet segment by offering MBUSA paid fleet incentives to qualified Corporate Accounts. Companies must have an active Corporate Account Number (CAN) and the new vehicle must be registered in the company name. Fleet incentives must be used at time of purchase/lease.

Incentives are deducted from the transaction price and the dealer is reimbursed by MBUSA via the Market Support System (MSS). Sale is subject to new car sales DDR Policy and Export Policy. Dealer acknowledges that a broker is not involved in said transaction.

## **Eligibility**

Companies with vehicle fleets may be granted a corporate account number (CAN) if they meet the following criteria:

- Operate five (3) or more vehicles (any make or model) currently registered in the company name; registrations in individual names, titles and insurance cards are not accepted
- For leased vehicles, in addition to the registrations in the leasing company's name, a Buyer's Order or Lease Agreement or Master Insurance Policy listing the VINs to the company applying for the CAN
- **Only motor vehicles registrations will be considered for CAN eligibility;** no registrations for trailers, boats, motorcycles, machinery, etc. will be considered

To obtain a CAN, companies must submit the following to [FleetOperations@mbusa.com](mailto:FleetOperations@mbusa.com):

- A completed Corporate Account Enrollment Form available online at [www.Fleet.mbusa.com](http://www.Fleet.mbusa.com) or by clicking [Here](#)
- Copies of the appropriate vehicle registrations

<b>OFFICIAL PROGRAM RULES</b>
-------------------------------

The following is a nonexclusive list of businesses which are ineligible for the Fleet Program. These businesses do not qualify for and will not be issued Corporate Account Numbers:

- Car Dealerships
- Retail Leasing Companies
- Car Rental Companies
- Companies Exporting Vehicles
- Automotive Brokers
- Vehicle Up-fitters & Customizers
- Taxi Service Companies
- Government Agencies
- Ambulette/Medical Transportation Companies

*Note: A CAN is exclusive to the company it is issued to. A parent company, company subsidiary or an affiliate company must apply for its own Corporate Account Number (CAN) and may not use the subsidiary, parent or affiliate company's CAN.*

*Note: The application and all supporting documentation is subject to third-party verification.*

**Last Updated June, 2017**