

## **General Plan for Reimbursement of Pre-Notification Remedy Costs**

In accordance with the requirements of 49 CFR §§ 573.6, 573.13 and 577.11, Alamo Group Inc., hereby submits to the National Highway Traffic Safety Administration the required information for Alamo Group's general plan to reimburse owners and purchasers for costs incurred for remedies in advance of notification of a safety-related defect or noncompliance with Federal motor vehicle safety standards under 49 CFR 573.6. Alamo Group will implement this plan, in accordance with 49 CFR 573.13(k).

### **1. Terms of Reimbursement:**

Alamo Group will reimburse owners for costs of pre-notification remedies, subject to the following terms:

- a. Excluded from reimbursement are:
  - i. Any costs incurred during the period in which an original or extended warranty from Alamo Group would have provided for a free repair of the problem identified in the recall, in accordance with 49 CFR 573.13(d)(1).
  - ii. Any instances where, in accordance with 49 CFR 573.13(d)(2), the pre-notification remedy:
    - I. was not of the same type as the recall remedy;
    - II. did not address the defect or noncompliance that led to the recall or a manifestation of the defect or noncompliance, or
    - III. was not reasonably necessary to correct the defect or noncompliance that led to the recall or a manifestation of the defect or noncompliance; and
  - iii. Any instance where, in accordance with 49 CFR 573.13(d)(4), the claimant did not submit adequate documentation to Alamo Group at the address listed under b, below.
- b. Claimants should mail reimbursement claims to the following address: Alamo Group Inc., Attn: Andrew Sefzik, 1627 E. Walnut, Seguin, Texas 78155
- c. Alamo Group will act upon any adequate and properly submitted request for reimbursement within 60 days of its receipt, including notifying of any denial of claim or any incomplete claim and opportunity to resubmit, in accordance with 49 CFR 573.13(g).
- d. Reimbursement shall be in the form of a check or cash from Alamo Group or a designated dealer or facility.
- e. In accordance with 49 CFR 573.13(n), this reimbursement plan does not apply if a motor vehicle was bought by the first purchaser more than 10 calendar years before Alamo Group's notification to NHTSA of a defect or noncompliance in accordance with 49 CFR 573.6 or NHTSA's order determining a safety related defect or noncompliance exists in Alamo Group's products under 49 USC 31108(b).

### **2. Documentation Required**

The following documentation must be submitted to Alamo Group in support of any request for reimbursement of pre-notification remedy costs, in accordance with 49 CFR 573.13(d)(4):

- a. Name and address of the claimant;
- b. Identification of the vehicle by make, model, model year, and vehicle identification number;
- c. Identification of the recall by NHTSA recall number;
- d. Identification of the owner or purchaser of the recalled motor vehicle at the time the pre-notification remedy was obtained;
- e. A receipt for the pre-notification or remedy, either an original or a copy, and indicating that the repair addressed the defect leading to the recall, in accordance with 49 CFR 573.13(d)(4)(v); and
- f. If the remedy was obtained at a time when the vehicle could have been repaired or replaced at no charge under Alamo Group's original or extended warranty program,

documentation indicating that the Alamo Group dealer or authorized facility either refused to remedy the problem addressed by the recall under warranty or that the warranty repair did not correct the problem addressed by the recall

3. Amount of Costs to be Reimbursed:

The amount of reimbursement shall be not less than the lesser of (1) the amount paid by the owner for the remedy, or (2) the cost of remedy parts, associated labor, and, without limit, miscellaneous fees such as disposal of waste and taxes.

4. Period for Reimbursement:

In accordance with 49 CFR 573.13(c), Alamo Group will adhere to the following beginning and end dates for the reimbursement period under this plan:

a. Beginning Date:

- i. For a noncompliance, the reimbursement period will start no later than the date of the first test or observation indicating a noncompliance may exist.
- ii. For a defect determination resulting from a NHTSA Engineering Analysis, the reimbursement period will start no later than the date the Engineering Analysis was opened, or one year before the date of Alamo Group's notification of a defect to NHTSA under 49 CFR 573.6, whichever is earlier.
- iii. For all other defect determinations, the reimbursement period will start no later than one year before the date of Alamo Group's notification of a defect to NHTSA under 49 CFR 573.6.

- b. Ending Date: The reimbursement period will end no earlier than 10 calendar days after the date on which Alamo Group mailed the last owner notification letter pursuant to 49 CFR Part 577.

5. Additional Terms of the Plan:

- a. Alamo Group will make this reimbursement plan available to the public upon request.
- b. Any disputes of the denial of a claim for reimbursement shall be resolved between the claimant and Alamo Group, and NHTSA will not mediate or resolve any such disputes.
- c. This plan shall not apply to recalls based solely on noncompliant or defective labels.
- d. Nothing in this plan requires Alamo Group to provide reimbursement in connection with a fraudulent claim for reimbursement.