



BODY REPAIR OPERATING STANDARDS



Mission Statement

To make sure that every Aston Martin Lagonda (AML) vehicle repaired through the AML Dealer Network is completed to AML's quality standards and specifications. Ensuring that the integrity of the repair, customer service and overall customer experience meet and exceed AML customer expectations.



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GLOSSARY

AMBRC	Aston Martin Body Repair Centre
AMD	Aston Martin Dealership
AML	Aston Martin Lagonda
BRC	Body Repair Centre
BROS	Body Repair Operating Standards
BRP	Body Repair Programme
BSM	Body Shop Management
ECD	Estimated Completion Date



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1.0 Introduction

The objective of the Body Repair Programme (BRP) is to make sure that every AML vehicle repaired through the AML Dealer Network is completed to AML's quality standards and specifications. The programme aims to ensure that the integrity of the repair, customer service and overall customer experience, meet, or exceed, the standards expected by AML customers.

The Body Repair Operating Standards (BROS), laid out in this document, form the main part of the BRP. They set the requirements for Aston Martin Body Repair Centres (AMBRC), and include the contracts made between the Aston Martin Dealership (AMD) and AML.

AML reserves the right to update BROS at any time. If BROS is updated, the nominated AMBRC will be granted a reasonable time to meet the new requirements. The timescales for compliance will be agreed between AML and the AMBRC.

To become an AMBRC, a BRC must:

- Be nominated by an AMD
- Complete all mandatory training & equipment standards
- Comply with BROS and pass an AMBRC CAT A audit
- Have the necessary agreements signed (See Appendix I and II)

AMBRCs must have the capability for Category A repairs. These include damage that requires structural exterior body panel(s) or internal body structure component replacement with any panel, or combination of panels, secured permanently with adhesives and or fixings.

AML will provide technical support in particularly complex cases. The AMBRC must provide warranty repairs and BROS is applicable in all cases, unless otherwise stated. The required equipment for an AMBRC is listed in Appendix VI – AMBRC Standards Audit Form.

2.0 AMD/AMBRC Working Relationship Service Requirements

Any BRC that wishes to become an AMBRC will be required to have a working relationship with a franchised Aston Martin Dealership (AMD) that will in turn agree to nominate the BRC. AMBRC's may have a relationship with more than one AMD, but AMD's may only have one AMBRC.

The working relationship will be one where the AMBRC will buy AML parts from their nominated AMD and use the nominated AMD for the mechanical repair work. If an AMBRC is affiliated with more than one dealer, the AMD that has referred the vehicle is the applicable dealer for that specific repair.

The AMD must use an AMBRC for all body and paint related warranty work. This can be either done with an internal or external independent BRC. Both internal and external BRCs will be required to meet and adhere to BROS. The AML, AMD and BRC working relationships are defined by:

- Appendix I - Supply of Body Repair Services Documentation contract documentation between the AMD and the BRC.
- Appendix II - Trademark and Compliance Agreement contract documentation between the BRC and AML directly.

The version in this document is for the UK only.



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Any regional deviations or deviations agreed between AMBRC and AMD, must be agreed in advance with AML.

2.1 The AMBRC Approval Process

- i. The AMD submits the Nomination Form available on Technical Hub. Appendix IV - Body Repair Centre Nomination Form.
- ii. The nomination is considered by AML Head Office and the regional Aftersales Manager (or their representative). The BRC is initially reviewed / interviewed by the regional Aftersales Manager to assess its suitability in accordance with Appendix VI – AMBRC Standards Audit Form – Part 1 and Appendix VII – AMBRC Standards Audit Form – Part 2.
- iii. The nominated BRC is sent the BROS in preparation for a facilities audit.
- iv. The nominated BRC agrees to meet the BROS and conducts a preliminary self-audit with the Audit Form: Appendix VI – AMBRC Standards Audit Form – Part 1. An AML representative will then review and conduct a full audit to ensure compliance.
- v. If there is any non-compliance with BROS, the BRC will have 90 days to achieve the standards necessary for the application to be approved. Failure to comply in this time may result in failure of the application.
- vi. Once BROS is met and the Audit Form has been successfully completed, the BRC will be approved and certification issued. Approval is granted at the sole discretion of AML. The AML approval plaque (part number 706716) will be provided.

2.2 AMD/AMBRC Working Relationship Conditions

This section outlines the proposed day to day working agreement, between the AMD and their AMBRC. The terms listed below are mandatory unless otherwise stated and are to be adopted in each individual contractual relationship between a AMD and AMBRC.

- 2.2.1 The AMBRC will deal with insurance companies if AMD requests so.
- 2.2.2 There should be agreed levels of discount for the AMBRC on parts ordered from stock, or on stock orders.
- 2.2.3 There are to be agreed levels of discount for the AMBRC, on VOR parts and exchange bodysell part prices.
- 2.2.4 There are to be agreed levels of commission for retail work introduced by the AMD to the AMBRC.
- 2.2.5 There is to be an agreed level of commission for mechanical work introduced by AMBRC to the AMD.
- 2.2.6 Settlement of accounts to be on a determined date each month for both the AMD and AMBRC. Or in accordance with AML Parts Operations, Terms and Conditions.
- 2.2.7 An agreement between the AMD and AMBRC regarding the settlement of accounts.
- 2.2.8 The AMD to be represented at all AMBRC events (optional).



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- 2.2.9 AMBRC promotional material to be on display at the AMD, likewise AMD information to be on display at the AMBRC (optional).
- 2.2.10 The AMBRC to inform AMD Aftersales Department and AML of vehicles which have been written-off for sales purposes. Images must be provided in evidence.
- 2.2.11 The AMBRC to inform the AMD of any AML vehicles requiring mechanical repairs, servicing, etc.
- 2.2.12 Regular, minuted meetings between AMD and the AMBRC are recommended. The recommended meeting schedule is operational level once a month, senior management level every quarter.
- 2.2.13 All work from AMD, or AMBRC must have a works order number before commencement of work and a signature from the customer that authorises the repair according to the quote, its specification and its timing.
- 2.2.15 All AML parts to be purchased by the AMBRC from the AMD providing the vehicle for repair.
- 2.2.16 The AMD will co-ordinate collection and delivery of AML vehicles.
- 2.2.17 The AMD is responsible for collection of all payments of excess, VAT, customer contribution, when vehicles are collected from the AMD.
- 2.2.18 Sales refurbishment work to be completed at an agreed labour discount rate with commission.
Note: Sales refurbishment must be completed by an AMBRC.
- 2.2.19 Workshop damage will be completed to working times with agreed level of discount and no commission; parts may carry a handling charge.
- 2.2.20 AMD to complete body repair mechanical work at an agreed labour reimbursement rate with agreed level of discount.
- 2.2.21 It is the responsibility of the AMD to make sure that all customers are fully aware of paint and body warranty implications, as listed in the Warranty Policy and Procedure Manual, and the Owners Guide.
- 2.2.22 All insurance work to be handed back to the customer by the AMD where possible.
- 2.2.23 The AMD must only use their approved AMBRCs for all retail body/paint work, with no exceptions unless specifically requested by the customer where the work is non-structural. If a customer requests the use of a non-approved AMBRC you must contact your regional manager.
- 2.2.24 The AMD to support and, where possible, supply all AML parts information.
- 2.2.25 The AMBRC to provide an on-site estimating service for AMD customers as required by their AMD.
- 2.2.26 The AMD to handle customer liaison and transport the vehicle to the AMBRC as necessary.
- 2.2.27 The AMD to inform the AMBRC of potential repairs on vehicles whilst servicing is being completed.
- 2.2.29 The AMBRC must be added to the AML Network Directory which will give them access to SpotLight and Technical Hub.



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2.2.30 The AMBRC must use SpotLight for all technical communication and assistance from AML.

2.2.31 The AMBRC must pay a quarterly subscription fee for both SpotLight and Technical Hub.

Required System	Quarterly Fee
Technical Hub	£300
SpotLight – Small License (0-3 users)	£350
SpotLight – Medium License (4-6 users)	£500
SpotLight – Large License (7+ users)	£650

Note* If you are a dealer-owned body shop, the above subscriptions will be paid by the Dealer.

2.2.36 In the event that the AMBRC provides a Service Loan Car (SLC) or Courtesy Car, the vehicle specification must align with the Dealer Operating Standards.

3.0 AMBRC Audit Process

AML reviews the approval status of an AMBRC on an annual basis, by a physical or virtual review of the AMBRC. This is done by the regional aftersales manager or their appointed representative. Any costs incurred by out-sourced auditing, including that which is directed by AML, are to be paid by the AMBRC.

The AMBRC can prepare for the audit process by conducting a self-audit using the Audit Form:

- Appendix VI – AMBRC Standards Audit Form – Part 1.

4.0 Quality Procedures and Systems

4.1 Vehicle Repair Process – Best Practice Guidelines

The following Best Practice Guidelines should be followed for the repair process of a customer's vehicle. They cover the entire process from the first notification of the repair to the handover of the repaired vehicle to the customer.

4.1.1 First Notification of Repair

- a) A job will be created within the Body Shop Management (BSM) system and all telephone and email contact details captured.
- b) The customer will be contacted by phone and, if unavailable, a message sent indicating willingness to assist. The communications log will be amended and a recall scheduled for later/next day, using body-shop management system tools.
- c) At this point it is important to know if the vehicle is both legal and roadworthy and recorded in the communications log.
- d) An estimate appointment should be made at the earliest possible time and allocated a time slot, wherever possible, to allow for a detailed preview. Images should be obtained, an electronic estimate produced and there should be clear communication with customer.



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4.1.2 Estimate Appointment

- a) Whenever possible this should be confirmed within 1 hour of notification.
- b) Estimate no-shows should be recalled using BSM system prompts, and a templated e-mail or letter requesting a reappointment.
- c) Details must be provided relating to available courtesy/replacement vehicles, with all legal and administrative requirements explained.

4.1.3 Repair Plan

- a) Interior and exterior images captured prior to estimation.
- b) Electronic estimate completed using AML's prescribed estimating system.
- c) Customer Information pack handed over, or agreed to be e-mailed, covering all aspects of the repair.
- d) Preferred communication methods to be agreed during the Repair Plan.

4.1.4 Authorisation

- a) Parts ordered within 2 hours of authorisation.
- b) Customer notified of potential delays with 24 hours.
- c) Customer advised of expected completion date.
- d) Customer advised of any revised completion date within 24 hours.

4.1.5 Costings / Parts Ordering

- a) Make sure the due date is entered on the system when parts are ordered.
- b) Review any outstanding back orders on the system daily and chase.
- c) Make sure all part numbers and trade/retail costs are amended on book in.
- d) Complete returns note and notify supplier of all returns and anticipated pick up date.
- e) Purchase order raised or all costs: e.g. transport, fixed, mobile estimate etc.
- f) Purchase order raised for inherited charges and internal/fixed costs, transport, etc.
- g) Check returns have been collected within 72 hours of pick up date.
- h) Check credits received on returned items within 7 days of pickup.

4.1.6 Work in Progress

- a) Start first operation within 24 hours of planned start date.
- b) Estimated completion date may not be changed without management authorisation.
- c) Operatives must notify management of any supplementary damage, immediately.
- d) Digital images to be captured at all stages of repair.
- e) Method of repair and operational instructions must be accessible.
- f) On-hold jobs to be added to the system, only at the manager's discretion. The customer needs to be notified if ECD (Estimated completion date) has changed.

4.1.7 Supplementary

- a) Non-estimated damage, identified by the operative, must be notified immediately to management.
- b) Check against estimate and pass to estimators to complete re-estimate and seek authorisation within 4 hours.
- c) Management decides whether to continue to work or place on hold and update system/change ECD.
- d) If unable to gain authorisation notify senior management within 1 hour.



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- e) Trigger mail on system to extend courtesy car and notify customer if car is placed on hold.
- f) If authorised estimator notifies stores to order parts.

4.1.8 Final Quality Control

- a) Management must check that all paperwork has been completed and sign off the Vehicle Quality Control Form (VQC): Appendix III - Vehicle Quality Control Form.
- b) A check must be made that the repair met AML quality standards.
- c) Job efficiency should be reviewed.
- d) A visual inspection must be conducted.
- e) The job must be completed and signed off on the system.

4.1.9 Hand Over

- a) AMD to arrange handover, payment and all other liaison with the customer.
- b) Excess and VAT liability must be checked before handover.

4.2 Vehicle Quality Control Form

Appendix III - Vehicle Quality Control Form (VQC) is part of the BRP. The forms are available for VH and AM platform vehicles. The Vehicle Quality Control Form contains the information that follows:

1. Vehicle Condition Check:

A check list including the bodywork, exterior trim, interior trim, glass, wheels etc. for damage and condition on arrival. This is to ensure that there are no future claims for damage caused by the AMD/AMBRC. It can also be used to identify potential areas for refurbishment upsell.

2. Strip:

Vehicle system functionality is checked, and parts are ordered to meet estimate requirements.

3. Panel:

Check list for the varying levels of panel work that may be required and a check to see if any subsequent damage to the vehicle has occurred.

4. Paint:

Check list for the various steps required in the paint refinish process with appropriate quality checks.

5. Refit & Valet Checks:

Once the vehicle has been rebuilt and cleaned all the systems are to be checked for functionality.

The VQC can identify any damage found when the vehicle is in the possession of the AMBRC. The VQC form must also be signed and dated before the vehicle is returned to the customer. The form is auditable and confirms the AMD's role as the primary customer contact.

4.3 Notification to AML

The AMBRC informs the AMD and the AML regional aftersales manager of any total loss, and of any CAT A repairs. The VIN, mileage and description of repairs/damage are to be included.



5.0 AMBRC/AML Warranty Requirements

Refer to the Warranty Policy and Procedure Manual for the full requirements surrounding warranty.

5.1 Warranty Labour Rate

Warranty and goodwill labour rates are to be defined the start of the Body Repairers activity as an AMBRC and can be reviewed annually henceforth. The AMBRC's labour rate shall not be greater than the AMD's labour rate.

5.2 Warranty Claiming (DCS Classic)

The AMD is required to claim for warranty repairs and reimburse the AMBRC. WW code authorisation must be provided by AML prior to commencement of work.

The process is as follows:

- 1) AMBRC creates electronic estimate and emails to AMD
- 2) AMD verifies and sends estimate to AML
- 3) AML approve estimate and provide approval code by return email
- 4) AMD inform body repairer to commence works
- 5) AMD pays AMBRC when work is completed
- 6) AMD claims reimbursement through DCS classic.

5.3 Warranty Repair Estimates

Quotations for warranty repairs must be calculated using Audatex. Where Audatex is not provided, quotations must include a breakdown of all costs, including parts and use AML's labour operation codes. Submission of Warranty Repair quotations is via Spotlight.



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Appendix I - Supply of Body Repair Services Documentation (AMD & BRC)

BACKGROUND

- (A) AMD is an Aston Martin Lagonda Limited franchised dealer / authorised repairer.
- (B) AMD is authorised by Aston Martin Lagonda Limited to provide body repair services for AML vehicles either itself or via a nominated sub-contractor, subject always to compliance with agreed standards and terms. Accordingly, the AMD may, if it wishes, nominate an appropriate BRC for the repair of AML vehicles and to enter into an agreement with such BRC on the terms of this agreement.
- (C) BRC is a body repair centre which wishes to be nominated by the AMD to carry out body repairs to Aston Martin vehicles and has entered into a trademark and compliance agreement in the form required by Aston Martin Lagonda Limited (Appendix II - Trademark and Compliance Agreement) in the form set out in the schedule to this agreement.

AGREED TERMS

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

AML: Aston Martin Lagonda Limited a company incorporated in England with company number 1199255.

Authorised Service Recipients: any customers of the AMD referred by the AMD to BRC or any other customers who engages BRC to provide body repair services in relation to an AML vehicle.

BRC Manager: The BRC manager for the Services appointed under clause 3.2.

BRC Team: The BRC manager and all employees which it engages in relation to the Services.

AMD Manager: The AMD manager for the Services appointed in accordance with clause 4.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Operating Standards: the body repair centre operating standards in force as issued by AML.

Services: the body and structural repair services to be provided by BRC pursuant to this agreement as a body repair centre for AML vehicles (including full structural repairs and non-structural body repairs including paint only) together with any additional services specifically approved in writing by the AMD.

VAT: value added tax chargeable under English law for the time being and any similar, additional tax.



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- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules and background.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to **writing** or **written** includes faxes and-email.
- 1.8 Where the words **include(s)**, **including** or **in particular** are used in this agreement, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 Any obligation in this agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce to that thing being done.
- 1.10 References to clauses and schedules are to the clauses and schedules of this agreement.

2. Commencement and duration

- 2.1 BRC shall provide the Services to the Authorised Service Recipients on the terms and conditions of this agreement and agrees to be bound by the terms of the Trademark and Compliance Agreement.
- 2.2 BRC shall provide the Services from the date of this agreement.
- 2.3 The Services supplied under this agreement (except in case of breach of the terms of this Agreement) shall continue to be supplied for a period of 12 months and, after that, shall continue to be supplied until either this agreement is terminated by one of the parties giving the other at least 12 months' notice, such notice to expire at any time after that date, or this agreement is terminated in accordance with clause 12.

3. BRC responsibilities

- 3.1 BRC shall provide the Services to any Authorised Service Recipients, in accordance with the terms of this agreement.
- 3.2 BRC shall:
 - (a) co-operate with the AMD in all matters relating to this agreement and the provision of the Services;
 - (b) subject to the prior written approval of the AMD, appoint or, at the reasonable written request of the AMD, replace or reallocate without delay any member of BRC's Team, who shall be suitably skilled, experienced, qualified and AML trained where relevant to carry out the Services;



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- (c) subject to clause (b), ensure that the same person acts as BRC's Manager throughout the term of this agreement;
- (d) allocate sufficient personnel and other resources to the Services to enable it to comply with its obligations pursuant to this agreement including compliance with the requirements of the Operating Standards;
- (e) procure the availability of BRC's Team to provide the Services during the term of this agreement;
- (f) ensure that BRC's Team use reasonable skill and care in the performance of the Services;
- (g) in relation to the provision of the Services comply with the terms of clause 7 (Quality of Services) of this agreement;
- (h) before the date on which the Services are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Services;
- (i) notify the AMD if it is unable to, or is likely to become unable to provide the Services in accordance with the terms of this agreement;
- (j) comply with all laws and regulations and guidelines of any government or other competent authority in relation to the provisions of the Services (including in particular requirements of the Data Protection Acts, the Bribery Act 2010 and relevant health and safety legislation);
- (k) maintain such regulatory approvals, certifications, licenses and qualifications as may be required for the proper performance of the Services;
- (l) allow AML / AMD access to BRC's employees, records and premises without notice during normal office hours for the purposes of monitoring and auditing BRC's compliance with the requirements of this agreement;
- (m) only carry out body repairs (which may be subject to the prior written approval of the AMD on a case by case basis include repair work reasonably considered ancillary thereto in the context of repair work ordinarily undertaken by body repairers generally including resetting of sensors or control systems) under this agreement and shall not carry out or represent itself as being authorised to carry out servicing or other maintenance work on AML vehicles not directly related to body repairs;
- (n) in relation to any mechanical repairs directly related to body repairs, before carrying out such mechanical repairs give written notification of the nature and extent of the mechanical repairs to the AMD; inform the AMD in writing of any mechanical repairs found to be necessary other than those related to body repairs and shall refer the relevant customer to the AMD or another authorised AMD, unless the AMD deems the unrelated repair to be minor and within the capability of the BRC to carry out. A mechanical repair is defined as a procedure found in the Workshop Manual rather than the Body Repair Manual;
- (o) for all repairs carried out under the Manufacturer's Warranty or for repairs carried out as part of any recall action initiated by the Manufacturer in respect of AML vehicles only use AML approved spare parts and consumables as specified in the Operating Standards and for any other repairs shall only use AML approved spare parts;



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- (p) not use alternative products for consumables such as adhesives or paint when specific product(s) have been specified in relation to any specific repair methods as detailed in the Operating Standards and AML Structural Repair methods or for (warranty) repairs;
- (q) comply with any future Repair Guarantee programme that AML prescribes and to pass all Personal Data relating to the repair of AML vehicles (as defined in the Data Protection Act 1998) to AML / AMD for repairs under the Repair Guarantee program;
- (r) The AMBRC guarantees all repair work performed on Aston Martin vehicles until the end of the new vehicle warranty period. If that period is less than 1 year, then the AMBRC guarantees their work for 1 year. In guaranteeing repair work the AMBRC agrees to correct any defective repairs and indemnifies the customer, the AMD and AML from any costs.
- (s) comply with AML's warranty policy to provide warranty on the repair for one year, providing the warranty on the vehicle does not expire during this period.
- (t) supply AML / AMD with information received by BRC from its estimating system on body repairs to AML vehicles and shall ensure that AML / AMD is able to use such information for its own purposes;
- (u) Unless approved by AML, not use in the repair of AML vehicles any second-hand parts;
- (v) comply with any customer satisfaction programme as prescribed by AML / AMD;
- (w) accept that all intellectual property rights in the documents, materials and information produced by AML / AMD, its employees, consultants, agents or subcontractors, in the course of or for the purpose of the performance of body repairs to AML vehicles, shall vest in AML / AMD;
- (x) supply the following documents to AML / AMD immediately, and on an annual basis thereafter:
 - (i) the latest set of BRC audited financial accounts;
 - (ii) proof of the ownership of the premises where Services are provided by BRC or the right to use the premises under a lease or licence arrangement;
 - (iii) a copy of all relevant policies of insurance held by BRC (public liability, road risks, property and employer's liability) together with a receipt for the last premium paid; and details of the owners/shareholders names and their interests in BRC;
- (y) ensure that all AML vehicles in the care of BRC are adequately insured;
- (z) permit AML / AMD without any further authority, save that hereby unconditionally and irrevocably given, to speak or write to BRC's customers concerning the standard of any repairs carried out pursuant to this agreement;
- (aa) attend such national and regional meetings, seminars and conferences as AML / AMD may from time to time reasonably require;
- (bb) send such personnel of BRC as AML / AMD may from time to time reasonably require for such training courses as AML / AMD shall specify and provide;
- (cc) use terms and conditions of trade reasonably satisfactory to the AMD and, in particular, to only incorporate limitations on liability deemed reasonable by the AMD;
- (dd) permit the AMD to use and to forward to AML for its use in its national and Individual statistics any information supplied by BRC to the AMD in accordance with this agreement;



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(ee) promptly notify AML and the AMD if it is in breach of any of the requirements of this agreement. This is particularly important when a Technician who has attended AML Body Repair Training leaves the business;

(ff) Comply with the audit standards including the purchase of tooling as prescribed by AML.

4. AMD obligations

The AMD shall:

- (a) co-operate with BRC in all matters relating to the Services and appoint (and, as it thinks fit, replace) the AMD's Manager in relation to the Services, who shall have the authority contractually to bind the AMD on matters relating to the Services; and
- (b) provide such information (including if appropriate technical advice) as BRC may request and the AMD considers reasonably necessary, to carry out the Services, in a timely manner, and ensure that it is accurate in all material respects.
- (c) use only the nominated BRC for all paint and structural work.

5. Personnel

- 5.1 The AMD and BRC do not believe or intend that where all or part of the Services cease to be provided by BRC for any reason and where all or part of the Services continue to be provided by the AMD or a new service provider appointed by the AMD (**New Service Provider**), that there will be a relevant transfer of the employees of BRC to the AMD and/or the New Service Provider.
- 5.2 BRC shall indemnify the AMD (both for itself and any New Service Provider) against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by the AMD and/or a New Service Provider in connection with or as a result of any claim or demand by any employee or a trade union or other body or person representing an employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising from any act, fault or omission of BRC.

6. Commission

- 6.1 Except when BRC is acting as a sub-contractor providing Services to the AMD, BRC shall carry out all body repairs under this agreement on its own account and in its own name and not as the agent for or otherwise on behalf of the AMD. BRC shall be responsible for invoicing Authorised Service Recipients. Notwithstanding the foregoing BRC shall invoice all body repairs carried out promptly.
- 6.2 If the AMD (as sub-contractor to BRC) carries out any other repairs in relation to body repairs carried out by BRC pursuant to this agreement then the AMD may (subject to BRC performing its obligations under this agreement) pay to BRC commission for all such repairs undertaken by the AMD at such rate as agreed between the AMD and BRC (**Commission**).
- 6.3 For the purposes of establishing the amount of Commission due to BRC, BRC shall within 7 days after the end of each month send to the AMD a statement showing the value of relevant repairs carried out during that month by the AMD (**Statement**).
 - (a) the AMD shall issue an invoice for the value of the repairs it has undertaken as shown on the Statement less the Commission due to BRC (**Invoice**) promptly upon receipt of the Statement;



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- (b) BRC shall then retain the amount of the Commission and the amount of the Invoice from the amount BRC receives from or on behalf of the Authorised Service Recipient in respect of the repairs carried out;
 - (c) BRC shall pay to the AMD the value of the Invoice on the penultimate Friday of the month following the month of the Invoice.
- 6.4 If any dispute arises as to the amount of Commission payable by the AMD to BRC, the same shall be referred to the AMD's auditors for settlement and their certificate shall be final and binding on both parties.
- 6.5 BRC shall maintain complete and accurate records of the costs of all work undertaken for Authorised Service Recipients by BRC and/or the AMD. BRC shall allow the AMD to inspect such records at all reasonable times on request.
- 7. Quality of services**
- 7.1 BRC warrants to the AMD that:
 - (a) BRC will comply with any applicable Operating Standards issued from time to time by AML and/or the AMD;
 - (b) BRC will perform the Services with all due care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services for luxury vehicles;
 - (c) the Services will be provided in accordance with all applicable legislation from time to time in force, and BRC will inform the AMD as soon as it becomes aware of any changes in that legislation.
- 7.2 The AMD's rights under this agreement are in addition to the statutory terms implied in favour of the AMD by the Supply of Goods and Services Act 1982 and any other statute.
- 7.3 The provisions of this clause shall survive any performance, acceptance or payment pursuant to this agreement and shall extend to any substituted or remedial services provided by BRC.
- 7.4 BRC shall provide the AMD and/or AML with details of any complaints it has received in relation to the provision of the Services, together with reports on the manner in which such complaints have been dealt with and shall comply with any reasonable directions given by the AMD and/or AML in respect thereof or in respect of AML's Customer Service / Satisfaction Index.

8. Intellectual property rights

- 8.1 BRC assigns to the AMD, with full title guarantee and free from all third-party rights, the Intellectual Property Rights and all other rights in or arising from the provisions of, the Services.
- 8.2 BRC shall, promptly at the AMD's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the AMD may from time to time require for the purpose of securing for the AMD the full benefit of this agreement, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to the AMD in accordance with clause 8.1.



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8.3 BRC shall obtain waivers of any moral rights in the products of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

8.4 BRC will not display or use whether at its premises or elsewhere or in any written or printed medium or advertisement or in any other manner whatsoever any Intellectual Property Rights of the AMD and/or AML without the prior written permission of the AMD and/or AML as applicable.

9. Indemnity

9.1 BRC shall indemnify and hold the AMD and/or AML harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the AMD and/or AML as a result of or in connection with:

(a) any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the Services; or

(b) any claim made against the AMD and/or AML in respect of any liability, loss, damage, injury, cost or expense sustained by the AMD's or AML's employees or agents or by any AMD or AML or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services as a consequence of a breach or negligent performance or failure or delay in performance of this agreement by BRC.

9.2 During the term of this agreement and for a reasonable period thereafter, BRC shall maintain in force, with a reputable insurance company, comprehensive general liability insurance coverage including professional indemnity insurance in an amount specified by the AMD or in the absence of such confirmation from the AMD in a reasonably appropriate amount and shall, on the AMD's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

9.3 The provisions of clause 9 shall survive termination of this agreement, however arising.

10. Confidentiality and the AMD's property

10.1 BRC shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to BRC by the AMD, its employees, agents, consultants or subcontractors, and any other confidential information concerning the AMD's business or its products which BRC may obtain. BRC shall restrict disclosure of such confidential material to BRC's Team and to such of its other employees as need to know it for the purpose of discharging BRC's obligations to the AMD and shall ensure that BRC's Team and all other employees are subject to obligations of confidentiality corresponding to those which bind BRC.

10.2 All other materials, equipment and tools, drawings, specifications and data supplied by the AMD to BRC shall, at all times, be and remain as between the AMD and BRC the exclusive property of the AMD but shall be held by BRC in safe custody at its own risk and maintained and kept in good condition by BRC until returned to the AMD. They shall not be disposed of or used other than in accordance with the AMD's written instructions or authorisation.

11. Data protection



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- 11.1 All Personal Data relating to Authorised Service Recipients will remain the property of BRC, but BRC undertakes to seek consent from such customers to share their Personal Data with the AMD and AML.
- 11.2 BRC shall employ appropriate operational and technological processes and procedures to keep the Personal Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 11.3 BRC shall ensure that only such employees who may be required by it to assist in meeting its obligations under this agreement shall have access to the Personal Data. BRC shall ensure that all employees used by it to provide the services as defined in this agreement have undergone training in the law of data protection and in the care and handling of Personal Data.
- 11.4 BRC shall process the Personal Data only in accordance with regional legislation.
- 11.5 BRC shall not use the Personal Data for any purposes, which may be inconsistent with those notified to the Data Subject on or before the time of collection. For the avoidance of doubt, the Data Protection Notice provided to the Data Subject must explicitly disclose that Personal Data will be passed to AML / AMD and the purposes to which AML / AMD may use the Personal Data (including for marketing by the AMD and/or by AML).
- 11.6 BRC shall ensure that the Personal Data held is adequate and not excessive in relation to the purposes for which it is required.
- 11.7 BRC shall ensure that the Personal Data held is accurate and where necessary shall keep such Personal Data up to date.
- 11.8 BRC shall destroy the Personal Data held when no longer required.
- 11.9 BRC shall provide Personal Data held by it in relation to provision of the Services to the AMD and AML to the fullest extent permitted by law.

12. Termination

- 12.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this agreement immediately on giving written notice to the other if:
 - (a) the Trademark and Compliance Agreement is terminated for any reason; or
 - (b) if BRC commits any act which is likely to bring the AMD or AML into disrepute or to adversely affect its reputation; or
 - (c) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default at least 14 days after being notified in writing to make such payment; or
 - (d) the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - (e) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or



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- (f) either party provides the other with false or misleading information; or
 - (g) the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - (h) the other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or
 - (i) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or
 - (j) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party; or
 - (k) a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver; or
 - (l) a person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party; or
 - (m) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
 - (n) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in the above clauses; or
 - (o) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - (p) there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001); or
 - (q) the AMD ceases to be authorised by AML to act as dealer or authorised repairer.
- 12.2 The parties acknowledge and agree that any breach of clause 12.1 shall constitute a material breach of this agreement for the purposes of this clause.
- 12.3 On termination of this agreement for any reason, BRC shall:



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- (a) immediately deliver to the AMD all copies of information and data provided by the AMD to BRC for the purposes of this agreement. BRC shall certify to the AMD that it has not retained any copies of such information or data; and
 - (b) not thereafter hold itself out in any way as being connected to the AMD / AML and refrain from any action that would or may indicate any relationship between it and the AMD / AML;
 - (c) immediately cease to use or display in any way whatsoever any Intellectual Property Rights of the AMD; and
 - (d) return to the AMD or otherwise dispose of or destroy as the AMD shall direct all signs, advertising materials, stationery, and any other unused materials containing the Intellectual Property Rights of the AMD and all other literature pertaining to or concerning the AMD.
- 12.4 In the event that BRC shall fail to comply on demand with any of its obligations under this clause the AMD shall be entitled to enter the premises of BRC and to collect and remove the same at the expense of BRC upon reasonable notice being given.
- 12.5 In the event that the AMD shall decide to terminate the agreement, for any reason other than the conditions outlined in section 12.1, and in the absence of any other contravention of the conditions and agreements laid out in BROS:
 - (a) The AMD must give the AMBRC not less than 12 months' written notice of termination.
 - (b) The BRC has the right to retain its AMBRC status for a further period of 6 months, following termination, providing the BRC continues to uphold AML's quality standards and specifications, and continues to comply with Appendix II - Trademark and Compliance Agreement.
 - (c) The BRC may apply for a new AMBRC nomination, with a different AML AMD, providing the BRC continues to uphold AML's quality standards and specifications, and continues to comply with Appendix II - Trademark and Compliance Agreement.
- 12.6 Termination of this Agreement shall be without prejudice to any existing rights and/or claims that the AMD may have against BRC and shall not relieve BRC from fulfilling the obligations accrued prior to such termination. For the avoidance of doubt BRC may be required by the AMD to complete the provision of Services in relation to which BRC has been engaged prior to completion.
- 12.7 Termination of this Agreement shall not affect those provisions of this Agreement, which are expressed or intended to survive termination.
- 13. Force majeure**
 - 13.1 The AMD and BRC, provided that it has complied with the provisions of clause 13.2, shall not be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement (and, subject to clause 13.3, the time for performance of the obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (**Force Majeure Event**), including but not limited to acts of God, fire, flood, earthquake, windstorm or other natural disaster, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar



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actions, terrorist attack, civil war, civil commotion or riots, nuclear, chemical or biological contamination.

13.2 Any party that is subject to a Force Majeure Event shall not be in breach of this agreement provided that:

- (a) it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
- (b) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
- (c) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

13.3 If the Force Majeure Event prevails for a continuous period of more than two months, either party may terminate this agreement by giving 14 days' written notice to all the other party. On the expiry of this notice period, this agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring prior to such termination.

14. Variation

No variation of this agreement, or of any of the documents referred to in it, shall be valid unless it is in writing and signed by, or on behalf of, each of the parties and approved by AML.

15. Waiver

- 15.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.
- 15.2 No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of that right or remedy.
- 15.3 A waiver (which may be given subject to conditions) of any right or remedy provided under this agreement or by law shall only be effective if it is in writing. It shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.
- 15.4 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

16. Severance

- 16.1 If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the agreement, and the validity and enforceability of the other provisions of the agreement shall not be affected.



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- 16.2 If a provision of this agreement (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

17. Entire agreement

- 17.1 This agreement and any documents referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this agreement.
- 17.2 Each party acknowledges that, in entering into this agreement and the documents referred to in it, it does not rely on, and shall have no remedies in respect of, any representation warranty (whether made innocently or negligently) that is not set out in this agreement or those documents. Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement or those documents (whether made innocently or negligently) shall be for breach of contract.
- 17.3 Nothing in this clause shall limit or exclude any liability for fraud.

18. Assignment

- 18.1 BRC shall not, without the prior written consent of the AMD, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 18.2 The AMD, in exceptional circumstances, may assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 18.3 Each party that has rights under this agreement is acting on its own behalf and not for the benefit of another person.

19. No partnership or agency

Nothing in this agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20. Rights of third parties

A person who is not a party to this agreement shall not have any rights under or in connection with it. Except that the parties agree that AML may enforce any provision of this agreement.

21. Notices

- 21.1 A notice or other communication given to a party under or in connection with this agreement:
- (a) shall be in writing in English (or accompanied by a properly prepared translation into English);
 - (b) shall be signed by or on behalf of the party giving it;



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- (c) shall be sent for the attention of the person, at the address specified at the head of this agreement (or to such other address, fax number or person as that party may notify to the other, in accordance with the provisions of this clause); and
- (d) shall be:
 - (i) delivered personally; or
 - (ii) sent by commercial courier; or
 - (iii) sent by fax; or
 - (iv) sent by pre-paid first-class post or recorded delivery; or
 - (v) sent by airmail requiring signature on delivery.

21.2 If a notice or other communication has been properly sent or delivered in accordance with this clause, it will be deemed to have been received as follows:

- (a) if delivered personally, at the time of delivery; or
- (b) if delivered by commercial courier, at the time of signature of the courier's receipt; or
- (c) if sent by fax, at the time of transmission; or
- (d) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second day after posting; or
- (e) if sent by airmail, five days from the date of posting.

21.3 For the purposes of this clause:

- (a) all times are to be read as local time in the place of deemed receipt; and
- (b) if deemed receipt under this clause is not within business hours (meaning 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice or other communication is deemed to have been received when business next starts in the place of receipt.

21.4 To prove delivery, it is sufficient to prove that:

- (a) if sent by fax, the notice or other communication was transmitted by fax to the fax number of the party; or
- (b) if sent by pre-paid first-class post, the envelope containing the notice or other communication was properly addressed and posted.

21.5 The provisions of this clause shall not apply to the service of any process in any legal action or proceedings.

21.6 A notice or other communication required to be given under or in connection with this agreement shall not be validly served if sent by e-mail.

22. **Dispute resolution**

22.1 If any dispute arises in connection with this agreement, BRC's Manager and the AMD's Manager for this purpose shall, within 10 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.



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22.2 If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must give notice in writing (**ADR notice**) to the other party requesting mediation. A copy of the request shall be sent to CEDR Solve. The mediation shall start not later than 28 days after the date of the ADR notice.

22.3 The commencement of mediation shall not prevent the parties commencing or continuing an arbitration.

23. Arbitration and governing law

23.1 Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which rules are deemed to be incorporated by reference into this clause.

23.2 It is agreed that the number of arbitrators shall be one, the seat, or legal place, of arbitration shall be London, the language to be used in the arbitral proceedings shall be English and the governing law of the contract shall be the substantive law of England and Wales.
This agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of AMD	 Director
Signed for and on behalf of BRC	 Director / Principal / Partner



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Appendix II - Trademark and Compliance Agreement (AML & BRC)

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

CI Guidelines: AML's corporate identity guidelines prescribing the permitted form and manner in which the Mark may be used by as issued by AML from time to time (if any).

AMD Agreement: the agreement in the form approved by AML entered into between BRC and AMD in relation to the supply by BRC of body repair services for AML vehicles.

Effective Date: the date of this agreement.

Licensed Services: the body repair services for AML vehicles to be provided by BRC in accordance with the Dealer Agreement.

Mark: the trade mark "AML", "LAGONDA", the AML and Lagonda Wings logos and all other trademarks and model names, that may be owned, licensed or used from time to time by AML and the trade dress associated with AML vehicles.

Operating Standards: the body repair centre operating standards in force from time to time as issued by AML.

1.2 Clause and schedule headings shall not affect the interpretation of this agreement.

1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.

1.4 References to clauses and schedules are to the clauses and schedules of this agreement.

1.5 Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; provided that, as between the parties, no such amendment, extension or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.

1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.9 **Writing** or **written** include faxes but not e-mail.

1.10 Any words following the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).



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2. Grant

- 2.1 AML hereby grants to BRC a non-exclusive royalty free licence to use the Mark in relation to the provision of the Licensed Services.
- 2.2 BRC shall not without the prior written consent of AML:
 - (a) undertake advertising of Licensed Services;
 - (b) establish any facility or branch dealing in provision of the Licensed Services.

3. Application of the Mark

- 3.1 BRC shall comply strictly with the directions of AML regarding the form and manner of the application of the Mark, including the directions contained in the CI Manual and shall ensure that the Mark is not used without AML's specific written consent. In particular the Mark shall be used on a metal sign affixed to the exterior of the premises from which BRC operates and provides the Licensed Services provided that within those premises there is prominently displayed in all reception areas used by customers a certificate in the form approved by AML which emphasises that BRC is appointed to supply Licensed Services pursuant to the Dealer Agreement and is not directly authorised by AML.
- 3.2 Subject to clause 3.3, apart from the Mark, no other trade mark or logo may be used in relation to the Licensed Services.
- 3.3 BRC may use its trade name in relation to the Licensed Services but shall only use the Mark in connection with the trade name as authorised in writing by AML.
- 3.4 BRC shall not use in its business any other trade mark confusingly similar to the Mark and shall not use the Mark or any word confusingly similar to the Mark as, or as part of, its corporate or trading name.

4. Title, goodwill and registrations

- 4.1 BRC acknowledges that AML is the owner of the Mark and shall not dispute or challenge the rights of AML to the Mark.
- 4.2 Any goodwill derived from the use by BRC of the Mark shall accrue to AML. AML may, at any time, call for a confirmatory assignment of that goodwill and BRC shall immediately execute it.
- 4.3 BRC shall not do, or omit to do, or permit to be done, any act which will or may weaken, damage or be detrimental to the Mark or the reputation or goodwill associated with the Mark or AML, or which may invalidate or jeopardise any registration of the Mark.
- 4.4 BRC shall not apply for, or obtain, registration of the Mark for any goods or services in any country.
- 4.5 BRC shall not apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the Mark.

5. Quality control

- 5.1 BRC shall comply with the Dealer Agreement and shall allow AML such monitoring and auditing rights as AML shall in its absolute discretion require to ensure compliance with this clause.



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- 5.2 The AMBRC agrees to pay for annual auditing.
- 5.3 BRC shall promptly provide AML with copies of all communications, relating to the Mark or the Licensed Services, with any regulatory, industry or other authority.
- 5.4 BRC shall, on AML's request, provide AML with details of any complaints it has received relating to the Licensed Services together with reports on the manner in which such complaints are being, or have been, dealt with and shall comply with any reasonable directions given by AML in respect thereof.
- 5.6 BRC shall comply with the applicable quality measures stipulated by AML in the Operating Standards.

6. Authorisation

- 6.1 BRC shall send to AML for its prior written approval, the text and layout of all proposed signage, advertisements and marketing and promotional material relating to Licensed Services. BRC shall not use any material in the advertising, marketing or promotion of Licensed Services which has not been so approved by AML.
- 6.2 BRC shall bear the costs of all advertising, marketing and promotion for Licensed Services.

7. Confidentiality

- 7.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 7.2.
- 7.2 Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 7; and
 - (b) as may be required by law, court order or any governmental or regulatory authority.
- 7.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement, except AML may use details of BRC's customers for marketing purposes.

8. Royalties

No royalties shall be payable by BRC in relation to this agreement.

9. Protection of the Mark

- 9.1 BRC shall immediately notify AML in writing giving full particulars if any of the following matters come to its attention:
 - (a) any actual, suspected or threatened infringement of the Mark;
 - (b) any actual or threatened claim that the Mark is invalid;



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- (c) any actual or threatened opposition to the Mark;
- (d) any claim made or threatened that use of the Mark infringes the rights of any third party;
- (e) any person applies for, or is granted, a registered trade mark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to BRC under this agreement; or
- (f) any other form of attack, charge or claim to which the Mark may be subject.

9.2 In respect of any of the matters listed in clause 9.1:

- (a) AML shall, in its absolute discretion, decide what action if any to take;
- (b) AML shall have exclusive control over, and conduct of, all claims and proceedings;
- (c) BRC shall not make any admissions other than to AML and shall provide AML with all assistance that it may reasonably require in the conduct of any claims or proceedings; and
- (d) AML shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.

9.3 The provisions of section 30 of the Trade Marks Act 1994 (or equivalent legislation in any jurisdiction) are expressly excluded.

9.4 Nothing in this agreement shall constitute any representation or warranty that:

- (a) any Mark is valid;
- (b) any Mark (if an application) shall proceed to grant or, if granted, shall be valid; or
- (c) the exercise by BRC of rights granted under this agreement will not infringe the rights of any person.

10. Liability, indemnity and insurance

- 10.1 To the fullest extent permitted by law, AML shall not be liable to BRC for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from BRC's exercise of the rights granted to it under this agreement.
- 10.2 BRC shall indemnify AML against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) (each a **Claim**) suffered or incurred by AML arising out of or in connection with BRC's exercise of its rights granted under this agreement or any breach by BRC of the terms of this agreement, including any liability claim relating to Licensed Services supplied by BRC or any breach by BRC of the Dealer Agreement.
- 10.3 Subject to clause 10.6, this indemnity shall apply whether or not AML has been negligent or at fault.
- 10.4 If a payment due from BRC under this clause is subject to tax (whether by way of direct assessment or withholding at its source), AML shall be entitled to receive from BRC such amounts as shall ensure that the net receipt, after tax, to AML in respect of the payment is the same as it would have been were the payment not subject to tax.



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10.5 BRC shall, at its expense, carry product liability and comprehensive general liability insurance coverage of such amount as specified by AML or in the absence of such confirmation from AML in a reasonably appropriate amount. BRC shall ensure that such insurance policy remains in effect throughout the duration of this agreement and for a reasonable period after termination or expiry of the agreement and shall supply AML with a copy of such policy on request.

10.6 Nothing in this agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud.

11. Additional BRC obligations

11.1 BRC shall:

- (a) obtain at its own expense all licences, permits and consents necessary for the provision of the Licensed Services;
- (b) only make use of the Mark for the purposes authorised in this agreement; and
- (c) comply with all regulations and practices in force or use to safeguard AML's rights in the Mark.

11.2 BRC shall not, nor directly or indirectly assist any other person to:

- (a) use the Mark except as permitted under this agreement; and
- (b) do or omit to do anything to diminish the rights of AML in the Mark or impair any registration of the Mark.

11.3 BRC acknowledges and agrees that the exercise of the licence granted to BRC under this agreement is subject to all applicable laws, enactments, regulations and other similar instruments, and BRC understands and agrees that it shall at all times be solely liable and responsible for such due observance and performance.

12. Data protection

12.1 All Personal Data relating to recipients of Licensed Services will remain the property of BRC, but BRC undertakes to seek consent from such customers to share their Personal Data with AML.

12.2 BRC shall employ appropriate operational and technological processes and procedures to keep the Personal Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

12.3 BRC shall ensure that only such employees who may be required by it to assist in meeting its obligations under this agreement shall have access to the Personal Data. BRC shall ensure that all employees used by it to provide the Licensed Services as defined in this agreement have undergone training in the law of data protection and in the care and handling of Personal Data.

12.4 BRC shall process the Personal Data only in accordance with the laws of the United Kingdom.

12.5 BRC shall not use the Personal Data for any purposes, which may be inconsistent with those notified to the Data Subject on or before the time of collection. For the avoidance of doubt, the Data Protection Notice provided to the Data Subject must explicitly disclose that Personal Data will be passed to AML and the purposes to which AML may use the Personal Data (including for marketing by AML).



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- 12.6 BRC shall ensure that the Personal Data held is adequate and not excessive in relation to the purposes for which it is required.
- 12.7 BRC shall ensure that the Personal Data held is accurate and where necessary shall keep such Personal Data up to date.
- 12.8 BRC shall destroy the Personal Data held when no longer required.
- 12.9 BRC shall provide Personal Data held by it in relation to provision of the Services to AML to the fullest extent permitted by law.

13. Sub-licensing

BRC shall not grant sub-licences under this agreement.

14. Subcontracting

BRC shall not subcontract the manufacture of the Licensed Services.

15. Assignment and other dealings

- 15.1 BRC shall not assign, transfer, mortgage, charge, declare a trust of or deal in any other manner with any of its rights or obligations under this agreement.
- 15.2 AML may at any time and without the consent of BRC assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights or obligations under this agreement.
- 15.3 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 15.4 BRC shall, on request from AML, execute any agreements or other instruments (including any supplement or amendment to this agreement) which may be required in order to give effect to or perfect any assignment, transfer, mortgage, charge or other dealing referred to in this clause.

16. Duration and termination

- 16.1 This agreement shall come into force on the Effective Date and shall remain in force until terminated.
- 16.2 AML shall have the right to terminate this agreement on giving BRC not less than 12 months' written notice of termination.
- 16.3 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, AML may terminate this agreement immediately by giving written notice to BRC if:
 - (a) the Dealer Agreement is terminated, or its terms are breached by BRC; or
 - (b) BRC commits any act which is likely to bring AML into disrepute or to adversely affect its reputation;
or



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- (c) BRC fails to pay any amount due under this agreement on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or
- (d) BRC commits a breach of this agreement (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so; or
- (e) BRC suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (f) BRC commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into, any compromise or arrangement with its creditors; or
- (g) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of BRC; or
- (h) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given, or if an administrator is appointed over BRC; or
- (i) a floating charge holder over the assets of BRC has become entitled to appoint, or has appointed, an administrative receiver; or
- (j) a person becomes entitled to appoint a receiver over the assets of BRC or a receiver is appointed over the assets of BRC; or
- (k) a creditor or encumbrancer of BRC attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- (l) any event occurs, or proceeding is taken, with respect to BRC in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in the above clauses; or
- (m) BRC suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (n) there is a change of control of BRC; or
- (o) BRC challenges the validity of the Mark.

17. Effect of termination

- 17.1 On expiry or termination of this agreement for any reason and subject to any express provisions set out elsewhere in this agreement:
- (a) all outstanding sums payable by BRC to AML shall immediately become due and payable;
 - (b) all rights and licences granted pursuant to this agreement shall cease;



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- (c) BRC shall cease all use of the Mark including in any signage or promotional or marketing material;
- (d) BRC shall not thereafter hold itself out in any way as being connected to AML and shall refrain from any action that would or may indicate any relationship between it and AML; and
- (e) BRC shall return promptly to AML at BRC's expense all records and copies of signage and promotional material in its possession relating to the Licensed Services and this agreement, and of any information of a confidential nature communicated to it by AML, either preparatory to, or as a result of, this agreement to the extent such material remains confidential.

17.2 In the event that BRC shall fail to comply on demand with any of its obligations under this clause AML shall be entitled to enter the premises of BRC and to collect and remove the same at the expense of BRC upon reasonable notice being given.

17.3 The expiry or termination of this agreement, for any reason, shall not affect any provision of this agreement which is expressed to survive or operate in the event of expiry or termination and shall be without prejudice to the provisions of this clause and to any rights of either party which may have accrued by, at or up to the date of such expiry or termination.

18. Further assurance

At its own expense each party shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

19. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

20. Entire agreement

20.1 This agreement and the documents referred to in it constitute the whole agreement between the parties and supersede all previous agreements between the parties relating to its subject matter.

20.2 Each of the parties acknowledges and agrees that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether negligently or innocently made) other than as expressly set out in this agreement.

20.3 Nothing in this clause shall limit or exclude any liability for fraud.

21. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).



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22. Severance

- 22.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 22.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

23. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

24. Third party rights

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

25. No partnership or agency

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of another party, nor authorise either party to make or enter into any commitments for or on behalf of the other party

26. Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for four weeks, the party not affected may terminate this agreement by giving ten days' written notice to the other party.

27. Notices

- 27.1 Any notice required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice at its address as set out at the head of this agreement or as otherwise specified by the relevant party by notice in writing to each other party.
- 27.2 Any notice shall be deemed to have been duly received:
- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
 - (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or



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- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

27.3 A notice required to be given under this agreement shall not be validly given if sent by e-mail.

27.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

28. Inadequacy of damages

Without prejudice to any other rights or remedies that AML may have, BRC acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by BRC. Accordingly, AML shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

29. Dispute resolution procedure

29.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then, except as expressly provided in this agreement, the parties shall follow the dispute resolution procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documentation. On service of the Dispute Notice a representative of AML and a director of BRC shall attempt in good faith to resolve the Dispute;
- (b) if the representative of AML and a director of BRC are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party requesting mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice. Unless otherwise agreed by the parties, the place of mediation shall be nominated by the mediator.

29.2 The commencement of mediation shall not prevent the parties commencing or continuing arbitration.

30. Arbitration and governing law

30.1 Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which rules are deemed to be incorporated by reference into this clause.

30.2 It is agreed that the number of arbitrators shall be one, the seat, or legal place, of arbitration shall be London, the language to be used in the arbitral proceedings shall be English and the governing law of the contract shall be the substantive law of England and Wales.



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The labour rate for warranty repairs is _____ per hour.

This agreement has been entered into on the date _____.

Signed for and on behalf of ASTON MARTIN LAGONDA LIMITED	 Director (Client Services)
Signed for and on behalf of ASTON MARTIN LAGONDA LIMITED	 Regional Aftersales Manager
Signed for and on behalf of BRC	 Director / Principal / Partner



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Appendix III - Vehicle Quality Control Form

Customer Name		VIN No.		Mileage	
Job No/Work Order		Dealership		Date	
Bodyshop		Colour			

Vehicle Condition Check on Arrival (refer to Mark-Up Sheet 2 to indicate damage location)

ACTION	Yes	No	ACTION	Yes	No	ACTION	Yes	No
Paint checked for damage/scratches			Check glass for damage			Interior Trim Check		
Check for protective film fitment			Check tyres			Wheel Check		
Check exterior brightwork for damage			Repair Plan written			Colour Identified		
Parts ordered			Fuel level: E ¼ ½ ¾ F			Vehicle operational functionality checked		

Approved by:

Estimator/Technician.....Date.....

DISASSEMBLE FOR REPAIR

ACTION	Yes	No	ACTION	Yes	No	ACTION	Yes	No
Vehicle protection inside / out			Initial system test done			Exterior lights		
Warning lights on			Residual tape removed			Interior lights		
Door Mirrors/Windows working			Dealership parts labour required			All items stripped as per Repair Plan		
Park sensors working			Parts identified and stored correctly					

Approved by:

Estimator/Technician.....Date.....

PANEL

ACTION	Yes	No	ACTION	Yes	No	ACTION	Yes	No
Vehicle fully protected			Composite structural panel repair			Rebuilt as per Workshop Manual		
Structural repair required			Damage to glass or exterior trim			Torques checked		
Structural repair methods printed			Damage to interior trim					
Global jig used			Panel alignment to specification					
Aluminium repair adhesive used			All sealant and NVH pads reapplied					

Approved by:

Estimator/Technician.....Date.....



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PAINT

ACTION	Yes	No	ACTION	Yes	No	ACTION	Yes	No
Vehicle fully protected			Polished to match existing finish			Dirt and inclusions check		
Panel surface fit for painting			Polish residue removed			Surface texture acceptable/matching		
Colour identified			Edges checked			Check for masking lines		
Colour spray out for colour match			Overspray check					
Blending required			Colour match checked					
Trim and glass protected			Paint thickness measured					

Approved by:

Estimator/Technician.....Date.....

REFIT AND VALET CHECKS

ACTION	Yes	No	ACTION	Yes	No	ACTION	Yes	No
Interior			Time clock reset			Possessions replaced		
Exterior			Function of all controls			Wheel torque check		
Glass			Radio operation			Warning light check		
Tax Disc			Stations programmed			Tyre pressures		
Tyre Foam			Operation of accessories			RF, LF, RR, LR		

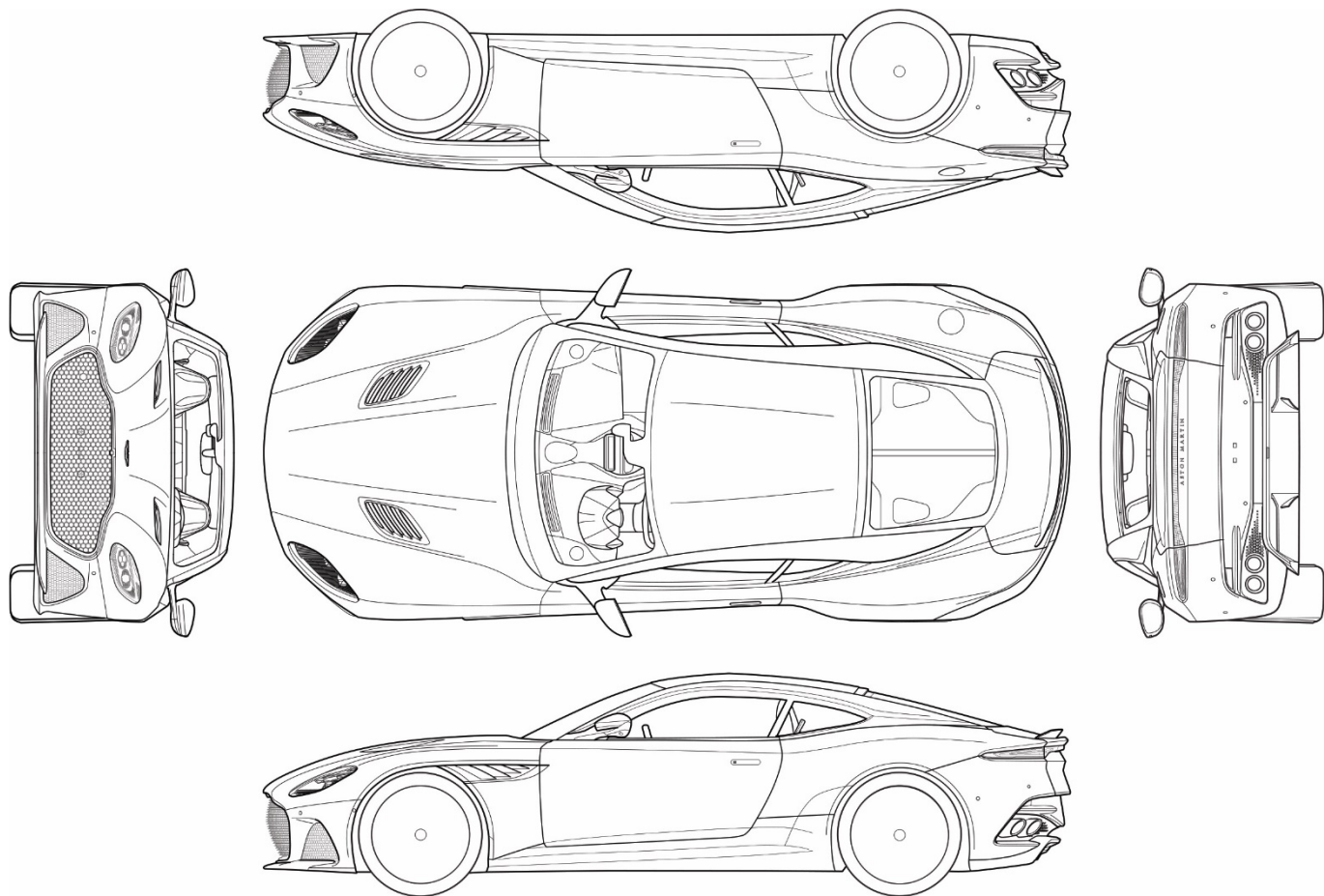
Approved by:

Estimator/Technician.....Date.....



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Visual Check Mark Up Sheet (DBS Superleggera Example)



REFIT AND VALET CHECKS

Problem	Colour Match	Runs	Scratch	Dirt / Fibres	Contami nation	Edge Burn Through	Craters	Heavy Texture	Poor Sealer	Tape Lines
Identification	CM	R	SC	D	CM	EBT	CS	OP	PS	TL
Use the above definitions to identify the type of defect and position of defect on the vehicle diagram above										

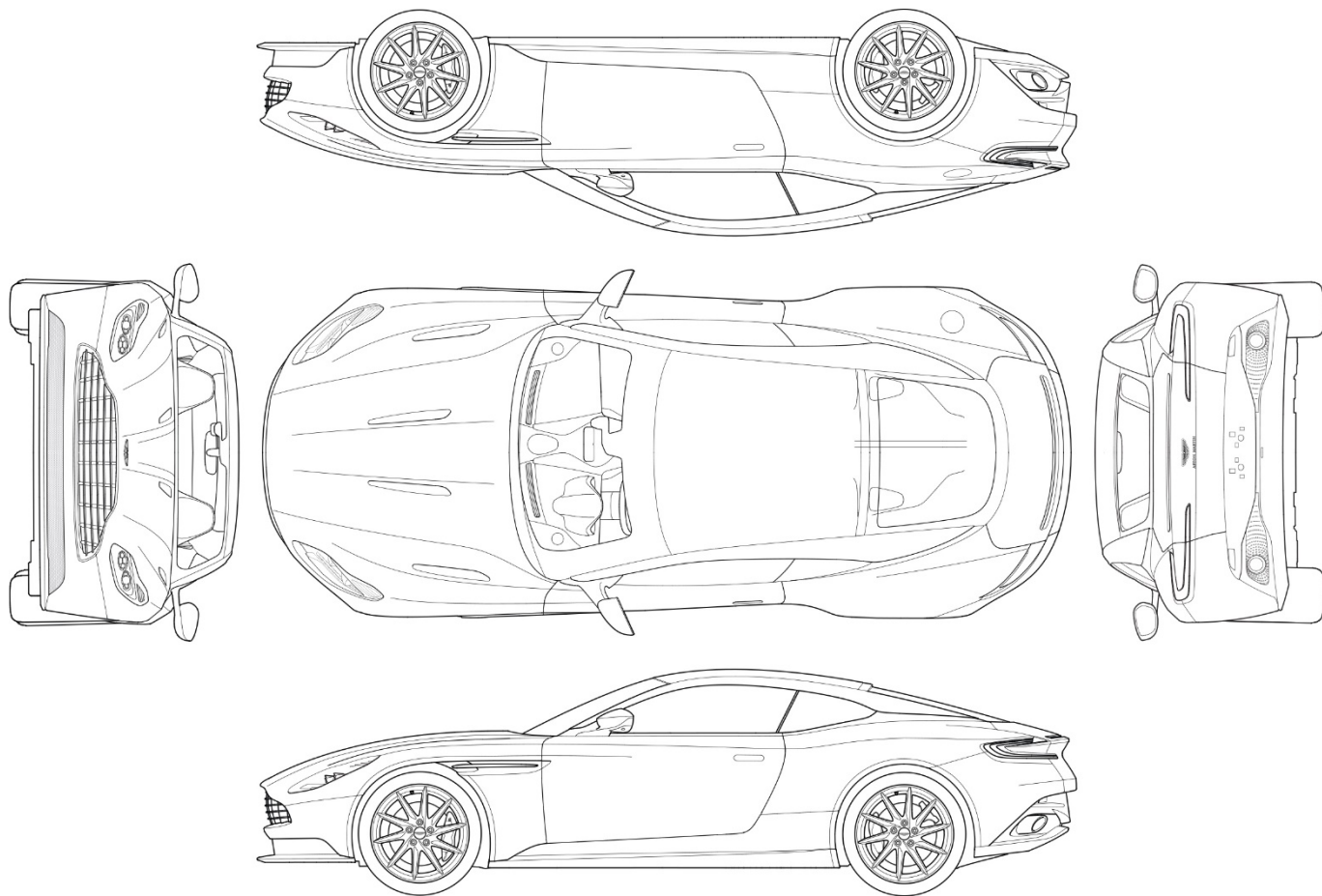
Dealership Quality Acceptance Sign Off.....Date.....

Please enter any additional information in this section:



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Visual Check Mark Up Sheet (DB11)



REFIT AND VALET CHECKS

Problem	Colour Match	Runs	Scratch	Dirt / Fibres	Contamination	Edge Burn Through	Craters	Heavy Texture	Poor Sealer	Tape Lines
Identification	CM	R	SC	D	CM	EBT	CS	OP	PS	TL
Use the above definitions to identify the type of defect and position of defect on the vehicle diagram above										

Dealership Quality Acceptance Sign Off.....Date.....

Please enter any additional information in this section:



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Appendix IV - Body Repair Centre Nomination Form

Please complete the Proposed Body Repair Centre Nomination Form below to confirm the details of either your current nominated Aston Martin Body Repair Centre, or to nominate a new candidate for assessment.

DEALERSHIP DETAILS	
Name of Dealership:	
Dealership Contact Name:	
Phone Number:	
PROPOSED BODY REPAIR CENTRE DETAILS	
Company Name of Proposed Centre:	
Contact Name:	
Address of Body Repair Centre:	
Phone Number:	
EMAIL ADDRESS:	WEBSITE ADDRESS:

When you have completed the applicable fields, please submit the form to your regional aftersales manager.

Submit



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Appendix V – AMBRC Equipment

Introduction

The body structures of Aston Martin vehicles use composite moulded panels, aluminium and steel pressings for the exterior panels. Aluminium alloy extrusions, folded aluminium panels sheet and castings are used for the body structure. The body structure is bonded together using a single part, heat cured epoxy, combined with numerous riveting methods.

Body Repair Centre Introduction

The AMBRC must be able to carry out Category A structural repairs, including damage to structural exterior body panel(s) and internal body structure component replacement, with panels secured permanently with adhesives and or fixings. The AMBRC equipment list can be found in Appendix VI – AMBRC Standards Audit Form.

The AMBRC must provide a high standard of in-house repair in terms of facility and capability. This includes a dedicated reassembly zone (clean area) free from normal body shop contaminates

The AMBRC must also commit to a full Aston Martin Body Repair training program, which will be provided by AML.

Global Jig

AMBRC equipment must include a Global Jig 6 120/T (5 metre). This has a universal jig bracket and measurement system 5m long, with 6 crossbeams with dedicated clamps. It also has a complete kit of Global Jig AML fixtures.

Aston Martin only approves Global Jig for the supply of repair benches for the structural repair programme.

Contact Details for Global Jig:

Jim Masterson

Tri-Sphere Ltd

Unit 4

Ladford Covert Industrial Park

Seighford

Stafford

ST18 9QL

United Kingdom

Tel: 0044(0)1785 282864

Fax: 0044(0)1785 282819

Mobile: 0044(0)7976 237788

Email: jim.masterson@tri-sphere.co.uk

Web: www.tri-sphere.co.uk



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Appendix VI – AMBRC Standards Audit Form – Part 1

Demographic:	
Name of Business	
Name of Owner	
Address	
City	
State	
Zip	
Telephone	
Email Address:	
Website Address:	
Body Shop Specification Quantities:	
Production	
Bays	
Booth	
Prep	
Lifts	
Benches	
Staff Quantities:	
Receptionist	
Repair cost estimator	
Body repair technician	
Paint repair technician	
Mechanical repair technician	



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OEM Certified Technician(s):			
Name			
ID			
OEM Repair Methods:			
Steel	Aluminium	Carbon Fibre	Electric Vehicle
Notes:			
Date:			



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Appendix VII – AMBRC Standards Audit Form – Part 2

1.0 Website		Standard Met?		Notes
Contact Information	Business contact information updated and relevant	☐ Y	☐ N	
Directions	Is there an option for the customer to click on a mapping link to source directions to the shop?	☐ Y	☐ N	
OEM Logos	Is the company website in compliance with use of OEM logos	☐ Y	☐ N	
1.1 Customer Experience				
Phone call	Phone answered within 3-rings	☐ Y	☐ N	
Name	Company and person answering	☐ Y	☐ N	
2 open parking spaces	Clearly marked customer parking spaces close to the reception office	☐ Y	☐ N	
Secure Parking	Work in progress vehicles safely stored	☐ Y	☐ N	
Security	Security system and cameras	☐ Y	☐ N	
Out of Hours	Drop off box for keys and envelope	☐ Y	☐ N	
Outside Area	Landscaping and outside area clear of debris and in good clean condition	☐ Y	☐ N	
Reception/Office	Clearly signed from the parking area with operational hours displayed	☐ Y	☐ N	
Customer Greeting	Acknowledged within 5 seconds of entering reception/waiting area	☐ Y	☐ N	
Customer restroom	Customer restroom within the office area - cannot be in the production/workshop area	☐ Y	☐ N	
Waiting Area	Minimum 4 chairs in good condition	☐ Y	☐ N	
Refreshments	Hot and cold refreshments available	☐ Y	☐ N	
AM Program Plaque	Is the AMBRC plaque installed in the customer area and highly visible	☐ Y	☐ N	



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1.2 Systems/Procedures				
BMS	Bodyshop management system	☐ Y	☐ N	
Repair Scheduling	A formal hours capacity based scheduling system available and used	☐ Y	☐ N	
Vehicle Check-In	Formal vehicle check in condition report either physical or e-copy with supporting photos	☐ Y	☐ N	
Authorization	Each repair is formally authorized prior to starting work – All parts must be supplied by an AMD and must include documentary evidence	☐ Y	☐ N	
Estimating System	Digital up to date e-estimating system	☐ Y	☐ N	
Technical Hub subscription	Annual subscription to Aston Martin Technical Hub is in place	☐ Y	☐ N	
Quality Control	Each repair stage sign-off for quality verification - document or e-QC (auditable)	☐ Y	☐ N	
Pre-Delivery	Pre-delivery Inspection	☐ Y	☐ N	
QC defect log	Check log for any quality issues and resolutions	☐ Y	☐ N	

2.0 Training		Standard Met?		Notes
VH1 Recertification	Evidence of at least 1 presently employed technician attending training	☐ Y	☐ N	
AM Platform DB11/ Vantage and DBX	Evidence of at least 1 presently employed technician attending training	☐ Y	☐ N	
Sikkens or LESONAL paint scheme training	Evidence of at least 1 presently employed technician attending training	☐ Y	☐ N	



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3.0 Safety		Standard Met?		Notes
Waste Management	Copy of latest waste manifest pick-up within last 12-months	☐ Y	☐ N	
PPE - Refinish	Range of PPE supplied by the shop	☐ Y	☐ N	
PPE - Body	Range of PPE supplied by the shop	☐ Y	☐ N	
PPE - Aluminium	Range of PPE supplied by the shop	☐ Y	☐ N	
PPE - Carbon Fibre	Range of PPE supplied by the shop	☐ Y	☐ N	

4.0 Insurance Coverage		Standard Met?		Notes
Limited Liability	Must have vehicle coverage of at least \$3 Million and current certificate	☐ Y	☐ N	
Workers Compensation	Current Policy in force - shop determines amount	☐ Y	☐ N	

5.0 Maintenance		Standard Met?		Notes
Booth	Documented annual service and monthly maintenance log	☐ Y	☐ N	
2-Post Lift	Annual inspection	☐ Y	☐ N	
Repair Bench	Annual inspection	☐ Y	☐ N	
Welding equipment	Annual inspection	☐ Y	☐ N	

6.0 Operations		Standard Met?		Notes
Pre-Wash	All vehicles are washed prior to starting repairs	☐ Y	☐ N	
Vehicle Protection	Are seat covers and floor mats used at the start of the repair	☐ Y	☐ N	
Parts in vehicles	Parts not stored inside of vehicles	☐ Y	☐ N	
PPE Worn	Technicians observed working safely	☐ Y	☐ N	
Detail/Polishing	Full Polish system post refinish	☐ Y	☐ N	



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7.0 Lighting		Standard Met?		Notes
Paint Booth Lighting	Minimum 1,000 lumens (3 readings)	☐ Y	☐ N	
Mixing Room Lighting	Minimum 600 lumens	☐ Y	☐ N	
Workshop Lighting	Minimum 800 lumens	☐ Y	☐ N	
Aluminium Bay Lighting	Minimum 1,000 lumens (3 readings)	☐ Y	☐ N	
Detail Lighting	Minimum 800 lumens	☐ Y	☐ N	

8.0 Tools and Equipment (Check Calibration Certificates as necessary)		Standard Met?		Notes
Paint Department:				
Sikkens or LESONAL mixing scheme		☐ Y	☐ N	
VISION handheld spectrometer or equivalent		☐ Y	☐ N	
Fully extracted & compliant paint booth		☐ Y	☐ N	
Extracted paint mixing room		☐ Y	☐ N	
Digital paint mixing scales		☐ Y	☐ N	
Infrared curing lamps		☐ Y	☐ N	
Paint preparation station (or second booth)		☐ Y	☐ N	
HVLP guns aligned with paint applied		☐ Y	☐ N	
Paint gun cleaner		☐ Y	☐ N	
Paint thickness gauge (aluminium and steel)		☐ Y	☐ N	
NIOSH/Fresh-air paint mask system		☐ Y	☐ N	
Paint suit		☐ Y	☐ N	
Paint stands		☐ Y	☐ N	
Compressor - large enough to support operation		☐ Y	☐ N	
Refrigerant dryer after the compressor before paint		☐ Y	☐ N	
Paint waste safely stored		☐ Y	☐ N	



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Body Department:			
5M Global Jig Bench System with 6-cross beams	☐ Y	☐ N	
Serial Number	☐ Y	☐ N	
Pyrotechnics Cabinet (storage of SRS components)	☐ Y	☐ N	
AM Fixtures			
AM Platform	☐ Y	☐ N	
VH Platform	☐ Y	☐ N	
AM Specific Sourced Tooling			
Flexitol Riv-nut insertion Tool - AM 43-28152	☐ Y	☐ N	
Heatcon HCS9000B - Single hot-zone Bonder (One-77 only)	☐ Y	☐ N	
Wichitech RD3 Electronic Digital Tap Hammer (One-77 only)	☐ Y	☐ N	
Renault Panel Alignment #00 00 121-901	☐ Y	☐ N	
<u>AMBRC932800: MEC 600 Kit:</u> AMBRC6400850: MEC 600 Metal Edge Cutter, includes Aluminium Cutter x 1 AMBRC640062: Aluminium Cutter x 4 AMBRC640067: Wax Lubricant	☐ Y	☐ N	
AMBRC701000: FlexiTherm Multi Pad Heat System or AMBRC701001: FlexiTherm Multi Pad Heat System (for USA)	☐ Y	☐ N	
AMBRC823049: Aluspotter 6100 (single phase) includes 6mm Stud Holder and 100 x Threaded 6mm Studs and Nuts	☐ Y	☐ N	
Aluminium Capability - Tools dedicated to aluminium repairs			
Dedicated Segregated Aluminium Repair Bay H 25' x W 15' H 10'	☐ Y	☐ N	
30 LB Class D Fire Extinguisher	☐ Y	☐ N	
Repair Bench for Aluminium/Carbon fibre bodied vehicles	☐ Y	☐ N	
Aluminium capable bench serial number	☐ Y	☐ N	



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Adhesive Guns			
Pneumatic adhesive application gun	☐ Y	☐ N	
Manual mix pak 200 Gun	☐ Y	☐ N	
Single cartridge (pneumatic or manual)	☐ Y	☐ N	
Betagun	☐ Y	☐ N	
MiG-Pulse Welder			
270 Amp MiG pulse welder for aluminium	☐ Y	☐ N	
Aluminium welding wire (Wire spec and size)	☐ Y	☐ N	
Weld fume extraction system (mobile or fixed)	☐ Y	☐ N	
Wet Mix NFPA 484-15 dust extraction collection unit	☐ Y	☐ N	
Rivet Guns			
12V Riveter Avdel ESN 50	☐ Y	☐ N	
OR			
Bolhoff BH50	☐ Y	☐ N	
Pneumatic blind/hemlock rivet tool 1,420 lbs. Genesis G4	☐ Y	☐ N	
Rivnut thread setter kit (Wurth 964948900)	☐ Y	☐ N	
BTB Tradesman glass removal kit 13-blades	☐ Y	☐ N	
Hand Tools:			
Vario Drill - rivet remover drill	☐ Y	☐ N	
Crack detector/dye penetrant kit	☐ Y	☐ N	
Steel Rule US / Metric, 12"	☐ Y	☐ N	
Flexible Magnetic Pick Up Tool	☐ Y	☐ N	
12" Hacksaw	☐ Y	☐ N	
Brush, Wire, Stainless Steel, 13 3/4"	☐ Y	☐ N	
16' Measuring Tape	☐ Y	☐ N	
Screwdriver Set	☐ Y	☐ N	
Trim Removal Tool	☐ Y	☐ N	



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Torx Set (Metric)	☐ Y	☐ N	
Center Punch	☐ Y	☐ N	
Combination Wrench Set 10-19 MM	☐ Y	☐ N	
1/2" Socket Set, Metric, Shallow, 6-Point to 21 MM	☐ Y	☐ N	
1/4" Socket Set, Metric, Shallow, 6-Point (15 Pieces)	☐ Y	☐ N	
3/8" Socket Set, Metric, Shallow, 6-Point (12 Pieces)	☐ Y	☐ N	
Flexible File Holder	☐ Y	☐ N	
Flexible-Style Curved Tooth File	☐ Y	☐ N	
Pliers, Standard Lineman's, 7 3/8"	☐ Y	☐ N	
Pliers, Stork	☐ Y	☐ N	
Pliers, Locking, Straight Jaw, 5"	☐ Y	☐ N	
Pliers, Locking, Straight Jaw, 7"	☐ Y	☐ N	
Pliers, Locking, Straight Jaw, 10"	☐ Y	☐ N	
Pliers, Locking, Curved Jaw With Cutter, 10"	☐ Y	☐ N	
Pliers, Locking, Long Nose, 10"	☐ Y	☐ N	
Pliers, Grip Locking, 10"	☐ Y	☐ N	
Pliers, "U" Locking Clamp	☐ Y	☐ N	
Snips, Left-Cut Aviation, 9 1/2"	☐ Y	☐ N	
Snips, Right-Cut Aviation, 9 1/2"	☐ Y	☐ N	
Clamp Set, Axial Welding, 6 Pieces	☐ Y	☐ N	
Sheet Fastening Kit	☐ Y	☐ N	
Rivet Sizer (Digital Caliper)	☐ Y	☐ N	
Circular Saw	☐ Y	☐ N	
Saw, Air, Reciprocating	☐ Y	☐ N	
Drill, Air, Reversible, 90° Angle, 3/8" Capacity (0-40 IN LB)	☐ Y	☐ N	
Vario Drill - Pneumatic	☐ Y	☐ N	
Drill Bit Set, Jobber Length, 29 Bits	☐ Y	☐ N	



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Wire Wheel, 2" Diameter	☐ Y	☐ N	
Hammer, Plastic Tip, 24 OZ.	☐ Y	☐ N	
Hammer, Wide Face Bumping	☐ Y	☐ N	
Hammer, Picking and Dinging	☐ Y	☐ N	
Hammer, Wide Nose Cross Peen	☐ Y	☐ N	
Hammer, Ball Peen, 16 OZ.	☐ Y	☐ N	
Spoon, High Crown, Inside, 15"	☐ Y	☐ N	
Spoon, Light-Dinging, 10"	☐ Y	☐ N	
Selection of scrapers	☐ Y	☐ N	
Steel Toe Dolly	☐ Y	☐ N	
Steel Heel Dolly	☐ Y	☐ N	
General Purpose Steel Dolly	☐ Y	☐ N	
Anvil Dolly	☐ Y	☐ N	
Assorted extracted sanding blocks for vacuum	☐ Y	☐ N	
Sander, Air, Belt, 20 MM	☐ Y	☐ N	
Vacuum Assist Random Orbital Sander	☐ Y	☐ N	
Industrial Heat Gun 1,600 watt minimum	☐ Y	☐ N	
Digital Temperature Gauge	☐ Y	☐ N	
Dust Particle Mask	☐ Y	☐ N	
Heavy Duty Welding Blanket	☐ Y	☐ N	
Face Shield	☐ Y	☐ N	
Ear Protectors	☐ Y	☐ N	
Unlined Leather Work Gloves	☐ Y	☐ N	
Tool Storage Cabinet - 1016 x 503.2 x 950.9 MM	☐ Y	☐ N	
2 Door lockable upright cabinet	☐ Y	☐ N	



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Mechanical:			
2-post vehicle lift (9,000lbs minimum)	☐ Y	☐ N	
Battery tester - with printer CCA 1400	☐ Y	☐ N	
Battery charger - 50 amp smart charger	☐ Y	☐ N	
Torque Wrench (NM & FT-LB)	☐ Y	☐ N	
Wheel skates/dollies - 1,500lbs per unit	☐ Y	☐ N	
Floor jacks 3 ton minimum	☐ Y	☐ N	
4 axel stands 3 ton minimum	☐ Y	☐ N	
Protected wheel sockets 17, 19mm, & 21mm	☐ Y	☐ N	
Paint thickness gauge for aluminium and composite	☐ Y	☐ N	

AC Machine:			
AC 1234yf machine or sublet	☐ Y	☐ N	
Spec Plate	☐ Y	☐ N	
AC R134 A evac and recharge machine	☐ Y	☐ N	
Spec Plate	☐ Y	☐ N	
AC R134 H evac and recharge machine	☐ Y	☐ N	
Spec Plate	☐ Y	☐ N	



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Appendix VII – AMBRC Certificate



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ASTON MARTIN APPROVED BODY REPAIR CENTRE
CATEGORY A

Insert Body Repair Centre Name

This is to certify that the above named Body Repair Centre has met the requirements of Aston Martin to perform body repairs to structurally bonded aluminium models.

This certification is awarded in recognition of the commitment and investment made by this centre and the training of their technicians to Aston Martin standards.

Awarded on behalf of Aston Martin Lagonda Limited

(Insert Approval Name & Title)