

After Sales

Porsche Certified Collision Center Program

Standards 2012

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Abbreviations

PAG	Dr Ing. h.c. F Porsche AG
PCL	Porsche Cars Canada, Ltd
PCNA	Porsche Cars North America
Centre.	Authorized Porsche Centre
PCCC Program	Porsche Certified Collision Centre Program
PCCC	Porsche Certified Collision Centre

General Information 2012

Introduction

Porsche vehicles have earned the reputation of providing one of the most exciting driving experiences known to automobile enthusiasts. Porsche Cars Canada, Ltd. ("PCL") and its authorized dealerships wish to enhance the pleasure of owning a Porsche through the provision of professional service throughout the ownership experience. In order to promote that goal, PCL has developed the Porsche Certified Collision Centre Program ("PCCC Program") to ensure that the positive Porsche ownership experience extends to customers who require the services of a collision centre. The PCCC Program seeks to ensure excellent service and high-quality repairs to all Porsche vehicles in need of collision services.

Porsche vehicles are designed, engineered and built to the highest standards. The PCCC Program seeks to identify and develop collision centres that respect these standards and seek to preserve them even after a Porsche vehicle is involved in an accident. Maintenance of Porsche's high standards of design and manufacturing are best served by skilled and trained individuals who adhere strictly to the repair procedures published by Porsche and who use only genuine Porsche parts, materials, tools and equipment to effect the necessary repairs. The PCCC Program seeks to ensure that each Porsche Centre in Canada can offer this type of collision repair solution to its clients, either through an affiliated or sponsored PCCC.

Selected collision centres that meet all elements of the PCCC Program will be allowed to hold themselves out as "Porsche Certified Collision Centres." A PCCC receives the following benefits from participating in the PCCC Program:

- Use of the title "Porsche Certified Collision Centre"
- Exclusive access to and use of customized PCCC marketing materials (if applicable)
- Participation in both web-based and in-centre training offered by the Porsche Academy
- Access to and use of an exclusive web portal dedicated to the PCCC Program
- Consumer facing web page, including centre locator promoting the PCCC Program
- Porsche workshop manual web access
- Participation in Performance Feedback CSI service

The Porsche Certified Collision Centre Program Standards (the "Standards"), supplied as a separate document with this manual, set forth the requirements participating collision centres must meet to qualify for the PCCC Program. PCL will review the Standards periodically and may make modifications as necessary or advisable. The current Standards issued by PCL became effective as of September 1, 2012 and are applicable only in Canada.

PCL or a PCL-authorized representative will conduct on-site audits to determine a collision centre's compliance with the Standards. Only collision centres that meet these standards on a continuing basis will achieve and maintain PCCC designation. The audit process is part of a continual compliance program and includes areas such as:

- Customer satisfaction
- Usage of genuine Porsche parts and materials
- Financial performance
- The Standards, including but not limited to training standards

If at any time a PCCC is found to be out of compliance with the Standards, the PCCC may lose its PCCC status and no longer be eligible to participate in the PCCC Program.

The PCCC Program is intended to ensure that each and every Porsche vehicle repaired through the PCCC network meets Porsche standards and specifications. Professional excellence, integrity and the highest levels of customer satisfaction are the goals of the PCCC Program.

Contracts

PCL seeks to have a strong working relationship with each PCCC. In order to build such a relationship, the parties will enter into a written contract known as a “Porsche Certified Collision Centre Agreement.”

After a collision centre has submitted a binding, web-based PCCC Program application (an “Application”), satisfied the initial audit and been admitted by PCL into the PCCC Program, the parties will execute the Porsche Certified Collision Centre Agreement. No collision centre will be accepted into the PCCC Program until it meets all Standards and a fully-executed Porsche Certified Collision Centre Agreement has been delivered to both parties.

Application and Initial Audit

Any authorized Porsche Centre, in conjunction with PCL, may determine that there is a need for a PCCC in the Centre’s Primary Area of Responsibility (“PAR”). Once identified, and assuming a collision centre has indicated an interest in the PCCC Program, PCL will direct the Centre to send to the collision centre, via email, the link for the web-based Application. The Application will include copies of this document and the Standards for the collision centre to review prior to completing and submitting the Application.

The Application currently consists of the following two elements:

- A form detailing various facts about the collision centre
- Photographs of the collision centre

If, after submission, the Application is accepted for further review, the collision centre agrees to (a) pay an initial processing charge of (i) for collision centres wholly-owned by a Porsche Centre, Three Thousand Five Hundred (\$3,500) Dollars or (ii) for all other collision centres, Seven Thousand Five Hundred (\$7,500) (in either case, the “Processing Charge”). (The Processing Charge is subject to change by PCL in its sole discretion.) Payment of the Processing Charge will be made to collision centre sponsoring Centre, except where Vendor is wholly owned by an authorized Porsche Centre, in which case payment will be effected through PCL’s debiting of such dealerships parts account. The Processing Charge is due and payable for Applications accepted for review, regardless of whether the collision centre is ultimately approved as a PCCC.

Following submission of a complete Application, PCL will review the Application and decide whether or not to accept it for further review. If the collision centre’s Application is accepted for further review, it will be so notified and invoiced the Processing Charge (the satisfaction of such invoice being due within thirty (30) days after the date of invoice), and PCL’s authorized agent will contact the collision centre to arrange an on-site visit for the initial audit of the collision centre against the Standards. If the collision centre fails to coordinate with PCL’s agent and undergo an audit within thirty (30) days after such notification, the collision centre’s Application will be deemed to have been canceled and collision centre will have no rights to a refund of the Processing Charge.

Once the initial audit has been scheduled, the PCL-authorized agent will complete the initial on-site audit on the scheduled date. All areas of the Standards will be examined with respect to the collision centre, documented during the audit, and weighted according to each area’s importance, as determined in the sole discretion of PCL or its agent.

Further, the initial audit will provide a “gap analysis” and “corrective action plan” for the collision centre detailing the steps (if any) required to bring the collision centre into full compliance with the Standards. This report will be sent to the collision centre (and, where applicable, to PCL) and will be followed with a further on-site visit to discuss the report and a timeline to complete any corrective action plan. The collision centre will have up to 6 months from the date of receipt of the corrective action plan to fully comply with the Standards. Within such period, the collision centre will notify PCL that it has completed all items contained in the corrective action plan and schedule a verification visit; if the collision centre fails to notify PCL within

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Application and Initial Audit (cont'd)

such time period, the collision centre will be deemed non-compliant in accordance with the following paragraph. If, however, the verification visit indicates that the collision centre is fully compliant with all Standards, as determined in the sole discretion of PCL or its agent, a Porsche Certified Collision Centre Agreement will be forwarded to the collision centre for execution. Upon the date of PCL's receipt of such executed agreement and its delivery to the collision centre of a fully-executed copy of the same, the collision centre will be deemed to be approved to participate in the PCCC Program and enjoy the rights and responsibilities of a PCCC. (The collision centre, as a PCCC, will be subject to annual audits, as more fully detailed below, to ensure continuous compliance with the Standards.) For the avoidance of doubt, under no circumstances will the collision centre be permitted to conduct business or to otherwise hold itself out as a PCCC until such time as a fully-executed Porsche Certified Collision Centre Agreement is delivered by PCL to the collision centre.

In the event the collision centre fails to fully comply with all Standards within six (6) months after receipt by it of the corrective action plan, the collision centre will be deemed to be non-compliant and its Application will be deemed cancelled. The collision centre may re-apply to participate in the PCCC Program, although it will be required to re-start the application process from the beginning in its entirety (including, without limitation, payment of the applicable Processing Charge).

During the initial (and thereafter during any annual) audit, it is the responsibility of the collision centre (and thereafter of the PCCC) to supply and have readily available documentation concerning, and subsequently proving compliance with, all Standards and all matters related to such Standards. In this regard, prior to the initial (and thereafter prior to any annual) audit, a form will be sent to the collision centre (and thereafter to the PCCC) listing the areas where documentation will be required. If documentation to prove compliance is not available for any particular area, that area will be judged as "Failed," and may result in the collision centre/PCCC being deemed to be non-compliant with the Standards.

PCL reserves the right, in its sole discretion, to amend or to introduce new Standards from time to time. These changes will be communicated and will be included in the next audit as revised Standards, together with a compliance deadline. (This means that the PCCC shall adhere to these new Standards upon the upcoming audit, and any failure to meet such Standards at such time will result in deficiencies, which must be timely cured in accordance with the procedures set forth herein.)

Annual Compliance Audit

Each PCCC will be audited on a yearly basis to ensure they meet the then-current Standards and are otherwise in compliance with all of the terms and conditions of the Porsche Certified Collision Centre Agreement. The annual audit will examine the following areas:

- Usage of Genuine Porsche parts and materials
- Inspection of the PCCC facility(ies) and its/their compliance with the Standards
- Timely and accurate submission of required information or documentation
- Verification of compliance with training requirements as required in action plan
- Customer Satisfaction Index measurements required by the Standards

Upon completion of the annual audit, the results for each PCCC will be reported to PCL, the Centre (in the case of a sponsored PCCC) and the PCCC. The report will contain a “gap analysis” and “corrective action plan,” where necessary, and a compliance percentage-rating showing the overall status of the PCCC compared to the Standards. The possible ratings and resultant actions are listed below:

1. A score of 90-99% compliance in the audit will result in issuance of an action plan with timelines allowing up to 12 months after the date of the audit for corrective actions. No re-audit will be performed in this instance, although failure to adhere to such action plan will result in the PCCC being deemed non-compliant and may result in termination or non-renewal, as the case may be, of the Porsche Certified Collision Centre Agreement.
2. A score of 80-89% compliance in the audit will result in issuance of an action plan that must be completed within six months after the date of the audit. The PCCC will be re-audited 6 months after the date of the audit; failure to adhere to and fully satisfy the action plan by such time will result in the PCCC being deemed non-compliant and may result in termination or non-renewal, as the case may be, of the Porsche Certified Collision Centre Agreement.
3. A PCCC that receives a score of less than 80% compliance in the audit will result in issuance of an action plan that must be completed within 3 months after the date of the audit. The PCCC will be re-audited 3 months after the date of the audit; failure to adhere to and fully satisfy the action plan by such time, as well as achieve at least 90% compliance with the Standards, will result in the PCCC being deemed non-compliant and may result in termination or non-renewal, as the case may be, of the Porsche Certified Collision Centre Agreement.

Satisfaction of the Standards and compliance with the Porsche Certified Collision Centre Agreement will be a prerequisite to continued status as a PCCC. Upon completion of the annual audit by PCL (or its authorized agent), the PCCC, whether dealership owned or otherwise, will be invoiced an annual renewal charge (the “Renewal Charge”) of not less than Four Thousand (\$4,000) Dollars. (PCL reserves the right to adjust the Renewal Charge from time to time at its sole discretion.) Payment of the Renewal Charge will be made to collision centre’s sponsoring Centre, except where Vendor is wholly owned by an authorized Porsche Centre, in which case payment will be effected through PCL’s debiting of such centre’s parts account. The Renewal Charge is due and payable for any PCCC that undergoes an annual audit, regardless of whether the PCCC’s Porsche Certified Collision Centre Agreement is terminated or not renewed, as the case may be, in connection therewith.

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Customer Satisfaction Indexing (CSI)

Excellent customer service is the foundation and overall goal of the PCCC Program. An effective, high-quality CSI program not only measures customer feedback, it also provides powerful business development and management guidance. To provide consistency, all PCCCs are required to use Performance Feedback for CSI measuring services.

CSI Best Practices

- PCCC will strive to attain 100% Customer Satisfaction in all transactions
- PCCC will provide customers with alternative transportation options
- PCCC will utilize Performance Feedback CSI following all Porsche collision repairs
- PCCC must survey 100% of Porsche collision repairs
- In the event that a PCCC receives an “alert” from their CSI vendor that a customer has a concern, customers will be contacted within 24 hours of notification in an attempt to identify and resolve valid customer concern
PCCC will make earnest attempts to resolve all valid customer concerns; such attempts will be documented and become part of the customer’s file

Performance Improvement

At the discretion of each PCCC, a business consultant will work with the PCCC management to review current business performance and identify opportunities for performance improvement in the areas of processing, management, and customer satisfaction. This service is available at preferred pricing for PCCCs through PCL’s authorized agent.

Marketing Support and PCCC Web Site

The PCCC will only use marketing, displays, or signage, that were provided or expressly approved in writing by PCL. All use of any such materials (including, without limitation, plaques, signs, and the title “Porsche Certified Collision Centre”) will be in accordance with PCL marketing guidelines, including, but not limited to, the terms and conditions set forth in the Porsche Certified Collision Centre Agreement.

Each PCCC will receive marketing materials including the following:

- Customer brochure explaining the benefits of using a Porsche Certified Collision Centre
- Customer brochure describing how to care for the vehicle after repair
- Exclusive Web site for PCCCs (www.porschecollisioncentre.ca) that includes the following:
 - Program and technical information
 - Access to on-line web training activities and registration for instructor led, in-centre training courses
 - Customer facing page with centre locator that can be used as a marketing tool

Standards Overview:

- General Management
- Personnel standards
- Collision Centre buildings & facilities
- Collision Centre reception requirements
- Communication requirements
- Financial and insurance
- Customer relations
- Care of customer's vehicles
- Facility office automation
- Sales process
- Tools & equipment
- Parts
- Training and Certification
- Production standards & quality control
- Quality control
- Technical specifications
- Parking & secure vehicle storage areas
- Guest reception and waiting areas
- Associate accommodations
- Damage assessment & client write-up area
- Work area
- Staffing
- Operating standards
- Customer reception
- Damage assessment
- Pre-production repair management:
- Vehicle delivery
- Customer follow-up
- Porsche approved license agreement
- Trademark license

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Enrollment Process

1. Porsche Centres, in conjunction with PCL, will send the link to the web-based Application to interested collision centre(s) in their PAR.
2. The identified collision centre will, in its sole discretion, apply to participate in the PCCC Program by submitting a completed Application to PCL. (If the collision centre's Application is selected for further review, the collision centre will be obligated to undergo the initial audit and pay a Processing Charge.)
3. The Application will be internally reviewed by PCL.
4. PCL will accept the Application for further review or reject the Application.
5. If PCL accepts the Application for further review:
 - a. A Processing Charge of (i) \$3,500 for Centre-owned collision centres and (ii) \$7,500 for all other collision centres, will be invoiced, and will be due thirty (30) days from the date of such invoice. (This Processing Charge is subject to adjustment by PCL from time to time, in its sole discretion.) Payment of the Processing Charge will be made to collision centre's sponsoring Porsche Centre, except where collision centre is wholly owned by an authorized Porsche Centre, in which case payment will be effected through PCL's debiting of such Centre's parts account.
 - b. A Porsche authorized representative will then schedule an initial audit of the collision centre for compliance with the Standards within thirty (30) days after the collision centre is notified that its Application has been accepted for further review.
6. PCL will review any "gap analysis" and "corrective action plan" produced by the authorized representative as a result of the initial audit. Such analysis and the corrective action plan will thereafter be supplied to the collision centre. The corrective action plan must be completed by the collision centre up to 6 months of receipt in order to continue the process of becoming a PCCC.
7. The collision centre must order all required Porsche special tools from any PCL Centre.
8. Upon timely notification by the collision centre that it believes itself in compliance with the action plan; a verification visit will be scheduled and performed.
9. If the verification visit indicates that the collision centre is fully compliant with Standards, PCL will deliver its then-current Porsche Certified Collision Centre Agreement to the collision centre for execution. The collision centre must execute this agreement and return it to PCL within 15 business days.
10. Facility registration:
 - a. The PCCC must register its staff at Porschecollisioncentre.ca. Once registration has taken place, scheduling of required training courses and participation in web-based training would begin in accordance with the individual PCCC's training plan.
 - b. The manager and relevant staff must register at the DuPont Performance Coatings website (www.pc.dupont.com) in order to obtain access to PCCC Program related information and tools.
11. If all PCCC Program requirements have been met, a certificate will be issued upon counter-execution of the Porsche Certified Collision Centre Agreement by PCL and delivery of the fully-executed agreement to the collision centre by PCL.



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General Management

Program Requirements

1. The Porsche Certified Collision Centre buildings, facilities, and customer areas must positively represent the Porsche brand.
2. The Porsche Certified Collision Centre ("PCCC") must strictly adhere to the work instructions contained within the Porsche Integrated Workshop Information System ("PIWIS") – including the use of procedures, materials, tools and equipment specified therein.
3. The PCCC must be suitable for the safe, efficient, and environmentally sound completion of body and paint repairs to Porsche vehicles.
4. The PCCC must utilize a Porsche approved paint supplier (Spies Hecker, Standox, R-M, PPG, Nexa Autocolor or Glasurit) and must only use the approved paint products when refinishing Porsche vehicles. Should the PCCC use any refinish products other than the approved paint brands, it will be the PCCC's responsibility to provide verifiable proof of the use of approved products on Porsche vehicles, e.g. purchase history, mix reports, etc.
5. From time to time and in the sole discretion of Porsche Cars Canada Ltd. (PCL), the Porsche Certified Collision Centre Program Standards (the "Standards") may be changed or modified.
6. Should the PCCC drop below 100% compliance at any time, the PCCC must notify PCL according to the following: Report the deficiency within 30 days, submit a corrective action plan within 60 days and resolve the deficiency within 120 days.

Personnel

7. PCCC employees must present an image that positively represents the Porsche brand.
8. The PCCC must have a receptionist on-site during business hours.
9. The PCCC must have a trained estimator on-site who has a thorough understanding of Porsche repair guidelines.
10. The PCCC must have a minimum of one Porsche customer service representative who will act as a liaison for all Porsche vehicle owners.
11. The PCCC manager must be knowledgeable of Porsche repair processes and be responsible for overseeing quality assurance of Porsche collision repairs.
12. The PCCC management must make requisite training available for all staff when requested by PCL.
13. Appropriate PCCC staff must attend relevant meetings, conferences as requested by PCL.
14. PCCC employees must be able to read and understand MSDS documentation and hybrid vehicle safety.

Facility

15. The PCCC reception area must include a comfortable waiting area, a telephone for appropriate customer use and suitable reading material.
16. The PCCC must have available amenities such as refreshments, coffee, bottled water, etc. to all Porsche vehicle owners and guests.
17. The PCCC must have restrooms available for customer use convenient to the PCCC; restrooms must be clean, well maintained and appropriate for Porsche vehicle owners.
18. The PCCC must provide adequate parking for customers in an area that is clearly marked and easily accessible; customer parking areas must have a suitable surface of either pavement or concrete in a well-lit area.
19. The PCCC's total number of parking spaces must be at least equal to 2 times the number of production bays inside the building (in accordance with local bylaws, if applicable).
20. The PCCC must meet all Provincial guidelines and regulations for accessibility and parking.
21. The PCCC must have a clean, well-lit vehicle customer delivery area.
22. The PCCC must be equipped with high-speed Internet access that is accessible to customers.

23. All trademarks, trade names, plaques, signs, and any other materials or intellectual property rights provided or licensed in connection with the PCCC Program must be used in strict accordance with those guidelines set forth in the Porsche Certified Collision Centre Agreement executed by the parties, as well as any other restrictions or guidelines that PCL may prescribe from time to time in its sole discretion.
24. The PCCC must meet all local, provincial, and nationally legislated operating requirements.
25. The PCCC must have a licensed contractor for hazardous waste disposal in compliance with local and federal legislation; the contractor's license must be provided upon request.
26. The PCCC must have at least one work stall with a Porsche approved vehicle lift. (Two post lift with three way adjustable arms and a minimum 3000kg capacity)
27. The PCCC must have a clean and well maintained area to perform damage analysis and repair plan development.
28. The PCCC must have a secure, well-lit and ventilated storage area for new parts and components removed from the vehicle during repairs.
29. The PCCC must store damaged vehicles out of sight and in a secure manner.
30. The PCCC must have covered storage or utilize appropriate protection to prevent the vehicle's interior and or engine compartment from being exposed to the elements.
31. Lighting standards (measured at 1 metre above the floor surface): A minimum of 70 foot-candles in the metal working area, a minimum of 90 foot-candles in the paint shop, paint preparation areas, and detail shop. Color matching areas are to have color corrected bulbs.
32. The Porsche Certified Collision Centre Facility must have a dedicated workspace for aluminum repairs to take place in. This area must be isolated from the other work areas so that airborne steel particulate cannot contaminate the workspace. For example, floor to ceiling curtain walls are acceptable.

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Operations I

Financial and Insurance

- 33. The PCCC must maintain those insurance requirements set forth in the Porsche Certified Collision Centre Agreement. (reference article 7.2 in "agreement" section)
- 34. The PCCC's parts account must be current within Centre credit requirements.
- 35. The PCCC must provide Porsche or its designee financial performance information as requested or required on a monthly basis, in the required web based format.
- 36. Porsche customer traffic counts must be reported to the sponsoring or authorized Porsche Centre (and/or PCL) on a monthly basis, upon request. (Number of estimates written and number of vehicles repaired)

Customer Relations

- 37. The PCCC's customer handling process must meet the Porsche vehicle owner's expectation.
- 38. The PCCC must communicate repair progress to the customer via phone or email every other day.
- 39. The PCCC must provide customers with a detailed invoice of work completed, as well as a thorough explanation of all work performed.
- 40. The PCCC must be enrolled in and make use of Performance Feedback CSI service for every Porsche repair order.
- 41. The PCCC manager will be responsible for a satisfactory solution and/or communication of an agreed solution to customer complaints within twenty-four hours.
- 42. All Porsche customer complaints and corrective actions must be documented and logged in the respective customer file.
- 43. Customer service representatives must dress appropriately in business or business casual attire relative to the area, wear name tags, and be easily identifiable to customers.

Facility Office Automation

- 44. The PCCC must have computer(s) with Internet access for customer and prospect contact, follow-up and reporting to program administrator.
- 45. All client advisors and/or estimators must have access to PIWIS and be trained in its use.
- 46. The PCCC must have an up-to-date dedicated business email address.
- 47. The PCCC must have digital photography capability (digital camera).
- 48. The PCCC must have and use an up to date electronic estimating system.
- 49. The PCCC must have working printing, copying and faxing capabilities.
- 50. The PCCC must have a system for callers to leave a message.

Sales Process

- 51. The Porsche customer must be greeted promptly upon entering the PCCC and offered assistance.
- 52. The hours of operation and telephone contact information must be clearly displayed for customer convenience (visible from inside and outside).
- 53. The PCCC must capture and input full Porsche customer information into their electronic database.
- 54. The PCCC must provide the Porsche customer with a written estimate of repair, a clear understanding of the repair process and expected repair completion timeline.
- 55. Labor rates and other customary charges must be available to all Porsche customers. Rates can be either posted or available upon request via rate sheet.
- 56. Contact information and business cards of the PCCC manager and client advisor must be provided to all Porsche customers.
- 57. Porsche client advisors must explain the repair process and any vehicle warranty implications.
- 58. Porsche client advisors must explain the repair warranty offered by the PCCC.

Operations II

Service Process

59. The PCCC must have a process in place to schedule repair appointments suitable to controlling the workload.
60. Porsche vehicle owner repair appointments must be given preferred priority.
61. The insurance provider and/or Porsche customer must authorize additional said work required before work commences.
62. The PCCC must offer shuttle service or alternate transportation (at customer and/or insurance company expense) when requested.
63. Porsche customers must be provided with ample notice of work completion date and a scheduled appointment for pick-up or delivery.
64. The PCCC must contact customers as a follow-up courtesy within 3 to 5 business days of vehicle delivery to assure satisfaction with the repairs and to identify any customer concerns; this action is unrelated to Performance Feedback's service.
65. The PCCC manager and/or customer service representative must be available to test-drive the vehicle with customer, if requested.
66. All Porsche vehicles are to be delivered thoroughly cleaned inside and out, with memory selections returned to their original positions. (I.e.: seats, mirrors, radio stations, etc) whenever possible.
67. Upon arrival, all Porsche vehicles must be visually inspected with customer and photographed to note current condition and any pre-existing damage.
68. Any and all warranties must be presented and explained to the customer.
69. All Porsche deliveries must be conducted by the client advisor or by the PCCC manager.
70. Instructions outlining precautions or guidelines pertaining to the repaired and/or refinished areas of the vehicle must be provided to the customer.
71. The PCCC must never allow parts to be stored in the passenger compartment of any Porsche vehicle.
72. Porsche vehicles must be protected against further damage when in the control, care and custody of the PCCC.
73. No items may be placed on any Porsche vehicle while in the care of the PCCC.
74. All undamaged areas of the Porsche vehicle must be protected from weld spatter, grinding sparks and overspray from paint or other damaging elements.
75. The PCCC must always use seat covers, floor mats and steering wheel covers to help keep the interior of all Porsche vehicles clean.
76. When any welding is to be done to any Porsche vehicle, appropriate measures to protect the electrical system must be taken as specified within PIWIS.
77. No PCCC employee is permitted to smoke, eat or drink inside a customer vehicle.
78. The PCCC must only use fluids specified by Porsche AG via PIWIS.

General

79. The PCCC must utilize only Porsche Parts purchased from any authorized PCL Porsche Centre.
80. Each Porsche vehicle must undergo a final pre-delivery quality inspection.
81. The PCCC must have sufficient quantities of prominently displayed PCCC Program materials, additional product brochures, Porsche Certified materials, promotional program materials and current Sales, Service and Parts Literature on hand.

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Training Requirements

General Information

- 82. Each time the PCCC is audited, a “training need” analysis will be carried by the auditor, generating the PCCC’s training requirements, which will be included in the “gap analysis” and “corrective action plan.” To maintain PCCC Program Compliance, the training requirements must be completed on time; the required courses must be completed along with a passing score (if applicable).
- 83. All PCCCs must demonstrate an on-going commitment to training and associate development.
- 84. All technicians that repair Porsche vehicles must be registered and have their own individual accounts in the Porsche Partner Network (PPN) and the Porsche Academy Learning Management System (PALMS).
- 85. Only Porsche trained technicians that have met the training requirements established by PCL will be permitted to repair Porsche vehicles under the PCCC Program. Enrollment in a training class is not acceptable proof of meeting the requirement.
- 86. The PCCC will grant PCL or its designated agent permission to audit PCCC repair orders to determine whether compliance is being met.

Body / Collision Repair Technician(s)

- 87. Porsche Academy Training Courses
 - I. P50 Introduction to Porsche Collision Repair Technology
 - II. P51 Panamera Body and Structure repair
 - III. P52 981/991 body and Structure Repair

Important Note: The Porsche Academy will be continuously developing new courses; these will be added to the requirements as soon as they are available.

- 88. Canadian Regulated Certifications
 - Body / Collision repair technicians must fulfill the following:
 - I. Completion of a 3 to 4 year motor vehicle body repair apprenticeship as regulated by Provincial and Territory guidelines

Refinish Technician(s)

- 89. Paint Supplier Training:
 - I. Spies Hecker, Standox, R-M, PPG, Nexa Autocolor or Glasurit
- 90. Canadian Regulated Certifications
 - Body / Collision repair technicians must fulfill the following:
 - I. Completion of a 2 to 3 year automotive painter apprenticeship as regulated by Provincial and Territory guidelines

Estimator(s)

- 91. PCL Damage Analysis (Offered by PCL authorized agent)

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Tool and Equipment Standards

General Information

- 92. The PCCC must utilize tools, equipment and materials approved by PCL for the repair of Porsche vehicles.
- 93. The PCCC must maintain inventory of general workshop equipment consistent with industry requirements.
- 94. The PCCC must have at its disposal certain Porsche special tools and equipment. While these tools may be found in a centre's service department, the PCCC is required to replicate such tools in the collision centre.
- 95. The volume of Porsche repairs may require the PCCC to have more than the minimum of any required tool or piece of equipment.
- 96. Where multiple brands of a certain repair equipment type are approved, the PCCC must use at least one brand for service of Porsche vehicles.

Conditions

- 97. The PCCC must have all of the tools and equipment identified on site before approval is granted.
- 98. The PCCC must have adequate tooling and equipment available to sufficiently meet the needs of its customers. In the event that a change in the tool and equipment requirements is made so that additional or different tools, equipment or materials are required, the PCCC will be given a reasonable time limit to attain compliance.
- 99. All equipment must be kept in good condition and maintained in working order; the PCCC should be prepared to demonstrate the fitness of any specified tool for the intended application.

Required Tools and Equipment

General Workshop Requirements

100. A high-pressure, high volume compressed air system providing oiled and moisture-free compressed air.
101. Refrigerant, desiccant or membrane type compressed air drying and filtration unit.
102. Computer(s) capable of connecting to PIWIS and Porschecollisioncentre.ca connected via high-speed Internet service.
103. Porsche approved four-wheel alignment capabilities. If the PCCC is not so equipped, all Porsche vehicles must have their four-wheel alignments carried out at any PCL Centre.
104. Tire mounting and balancing capabilities; if the PCCC is not so equipped, all Porsche wheels and tires must be mounted and balanced at any PCL Centre.

Paint Shop

105. Paint system; only the following brands may be used for the repair of Porsche vehicles:
 - Spies Hecker, R-M, PPG, Nexa Autocolor
 - Standox
 - Glasurit
106. Computerized paint formula retrieval system capable of VOC tracking and label printing.
 - An electronic mixing scale interfaced to the mixing system computer.
 - A printer capable of creating container labels and printing various reports.
107. The PCCC must have a dedicated paint mixing room with exhaust fume extraction and lighting of a minimum 70 foot-candles.
108. At least one downdraft paint cabin capable of low-bake operations with the following minimum specifications:
 - The ceiling filter should be at least 160 sq/ft.
 - Lighting system utilizing daylight-corrected lamps with a Color Rendering Index (CRI) of 96 or greater.
 - Lighting levels of 100 foot-candles at the cabin floor or filter grating.
 - Exhaust system capable of 125 ft/min measured at the face of the vehicle shell at 19,000 CFM.
 - Heat supply system with direct-fired burners at 1.5 MBTU capacity.
109. An adequate number of flammable liquids storage cabinets.
110. An electronic dry film thickness gauge capable of measuring coating thicknesses on both ferrous and non-ferrous substrates.
111. A positive pressure supplied air respirator system capable of providing Grade "D" breathing air:
 - Breathable air should be available in any paint enclosure (paint cabin, prep station) as well as anywhere vapors may be present such as the paint mixing room.
112. High transfer efficiency (HVL) spray equipment.
113. Painter suits and other protective safety gear suitable for use when mixing and applying refinish materials.
114. An enclosed paint gun cleaner.
115. Solvent recycler.

Standards 2012

Metal Shop

116. The PCCC must have a minimum of one computer workstation with an Internet connection and access to PWIS located in the metal shop.
117. Structural Damage Measuring and Straightening Equipment.
 - Celette System (See Addendum A for detailed list of components required).
 - Car Bench System (See Addendum A for detailed list of components required).
118. The PCCC must utilize the yearly maintenance service offered by the manufacturer of their Approved Structural Damage Measuring Equipment vendor; all relevant benches must have this maintenance service.
119. Compression Resistance Spot Welder:
 - Elmatech MIDIsport QSV 9000, Elmatech MIDIsport QSV 12000 (Either Car-O-Liner or Celette Branded).
 - Elektron MULTISPOT MI-100control (Or VAS 6535).
 - Tecna Spot 3664 SMART, Tecna Spot 3664 SMART PLUS or VAS6530.
 - Wielander & Schill InvertaSpot GT (Or VAS 6545).
120. Gas Metal Arc (GMA) welder (220 Volt) with the following specifications:
 - Capable of feeding 0.6mm or 0.8mm (0.023" or 0.030") diameter steel welding wire.
 - Continuous welding mode with an automatic stitch weld timer.
 - Welder chassis must be capable of carrying one large gas cylinder.
121. Mobile welding screen (one per GMA welder).
122. Fire-retardant welding blankets of a sufficient quantity.
123. Battery charger, 40 Amps capacity minimum.
124. Torque wrenches in the following specifications:
 - 1/4" insert, 4-20 Nm range with 1 Nm divisions
 - 3/8" insert, 20-100 Nm range with 1 Nm divisions
 - 1/2" or 3/4" Insert, 75-600 Nm range, 25 Nm divisions
125. Portable hydraulic ram kits, 4-ton and 10-ton capacities. Suggest Celette 4 ton SC.40014 and 10 ton CSK15.111
126. R134 refrigerant recharging/recovery/recycling station.
127. Pressure-type corrosion protection applicator.
128. Dent-pulling stud welder(s) for steel panels. Suggested to use Miracle System MS-AA1
129. Battery booster and/or battery jumper box.
130. An adequate number of hydraulic floor jacks and jack stands.
131. The PCCC must own all Porsche special tools referenced as required in Addendum A.

Best Practices (Recommended but not required)

- Central or portable dust collection equipment and associated tooling.
- Refrigerant leak-testing equipment.
- Parts storage units convenient to technicians, either shelving or mobile parts carts.

Addendum A – Required Special Service Tools and Equipment

For Snap-On tools, please call the US order desk at 1-800-892-9650 and order by VAS/VAG number

Please ensure you state you are a Canadian collision centre to be billed in Canadian funds.

Required Tools & Equipment

Description	Ordering Number	Supplier	New
Angle Screwdriver	000 721 966 60	Porsche Parts Department	
Lid Prop	000 721 970 40	Porsche Parts Department	
Adjusting Device	000 721 972 60	Porsche Parts Department	
Adjusting Tool	000 721 973 70	Porsche Parts Department	
Installation Tool	000 721 974 40	Porsche Parts Department	
Inspection Gauge	000 721 974 80	Porsche Parts Department	
Assembly Aid	000 721 975 10	Porsche Parts Department	
Socket Wrench Insert	000 721 975 20	Porsche Parts Department	
Socket Wrench	000 721 983 50	Porsche Parts Department	✓
Gap Gauge	3371	Snap-On Business Solutions	
Door Adjustment Wrench	3320	Snap-On Business Solutions	
Torque Wrench	VAG1783	Snap-On Business Solutions	✓
Double Cartridge Gun	VAS5237	Snap-On Business Solutions	
Aluminum Hand Tool Set	VAG2010/2	Snap-On Business Solutions	✓
Pneumatic Saw	VAG1523A	Snap-On Business Solutions	✓
Assembly Tool	T10389	Snap-On Business Solutions	✓
Special Hook	3370	Snap-On Business Solutions	✓
Taurus 4 Rivet Gun	571110	R.S. Finishing Systems Inc.	
Trim Wedge Nr. 1	581101	R.S. Finishing Systems Inc.	
Trim Wedge Nr. 2	581102	R.S. Finishing Systems Inc.	
Trim Wedge Nr. 4	581104	R.S. Finishing Systems Inc.	
Trim Wedge and Scraper Set	581110	R.S. Finishing Systems Inc.	
Vario Drill WS 90	601001	R.S. Finishing Systems Inc.	
Vario Drill Starter Kit	622002	R.S. Finishing Systems Inc.	
Laser Weld Cutter	640000	R.S. Finishing Systems Inc.	
Gap Gauge Set	871010	R.S. Finishing Systems Inc.	
Magnet Set	882055	R.S. Finishing Systems Inc.	
100° Countersink	617241	R.S. Finishing Systems Inc.	✓
6.35 mm clamp set (for rivet holes)	577107	R.S. Finishing Systems Inc.	✓
Aluminum Dust Vacuum, B1 Rated	Ruwac NA35	R.S. Finishing Systems Inc.	✓
Aluminum Dust Vacuum Eurovac	EVAC-2-AL-WET	R.S. Finishing Systems Inc.	
Pneumatic Drill	N/A	Local Source	✓
Pneumatic Angle Grinder	N/A	Local Source	✓

Standards 2012

Addendum A – Required Special Service Tools and Equipment

Optional Tools & Equipment (Recommended but not required)

Description	Ordering Number	Supplier	New
Tool Box	881201	R.S. Finishing Systems Inc.	
Aluminum Dent Remover (Either one of the following)			
	Cebora 2153	Cebotech, Inc.	✓
	VAS5196	Snap-On Business Solutions	✓

For the Purposes of the Program, a Car Bench System consists of the following:

Bench: Manta, Muraena or Octopus (Only These Bench Models Are Approved)
Puller: Bench specific puller (PT36, PT32, or PT30/1)
Set of 6 Cross beams: (4 High, 2 Low): A296/30
Additional cross beam (3 Sided): A2425
Primary mini fixture supports: C203/1
Mini fixture supports: C200/7
Sill clamp holding system: C231, C254 or C256
Upper body bridge: A456

If Car Bench Universal fixtures are being used, the additional items are also required:

C205/5 Primary universal mini fixture supports
A353 Universal Mini Fixtures

For the Purposes of the Program, a Celette System consists of the following:

Bench: Griffon, Griffon XL, Rhone, Sevenne or Sevenne XL (Only These Bench Models Are Approved)
Puller: SVN05.301
MZ Tower Set: MZ450.925 (22 MZ towers, 2 wedges TV410 & storage trolley)
MZ+ Piston set: MZ2500.000
Set of 5 modular crossmembers: 955.915
Additional wedge set: TV 400
Additional modular crossmembers: 955.908 - 2 ea
Multi-function support: 9123.523
Overhead Gantry: 9113.063
Sill Clamp Set: 9123.023 or 9123.033
Portable hydraulic ram kit 4 ton: SC.40014 10 ton: CSK15.111
Chain and clamp set: CAT.500
Multifunction support: 9121.523
Pulling straps (2): SN.99.00
Trolley for damaged vehicles: Roll 100
Pulley block: ATD.01.801
Engine holding device: 918.920
Step: ESP.MP.02
Pulling flange: ATD.149 (and kit for ATD.149: ATD.01.149)

Note: If a Celette system is chosen, membership in the Canadian jig rental bank is required to access the full range of Porsche jigs. Contact R.S. Finishing Inc. for membership information.

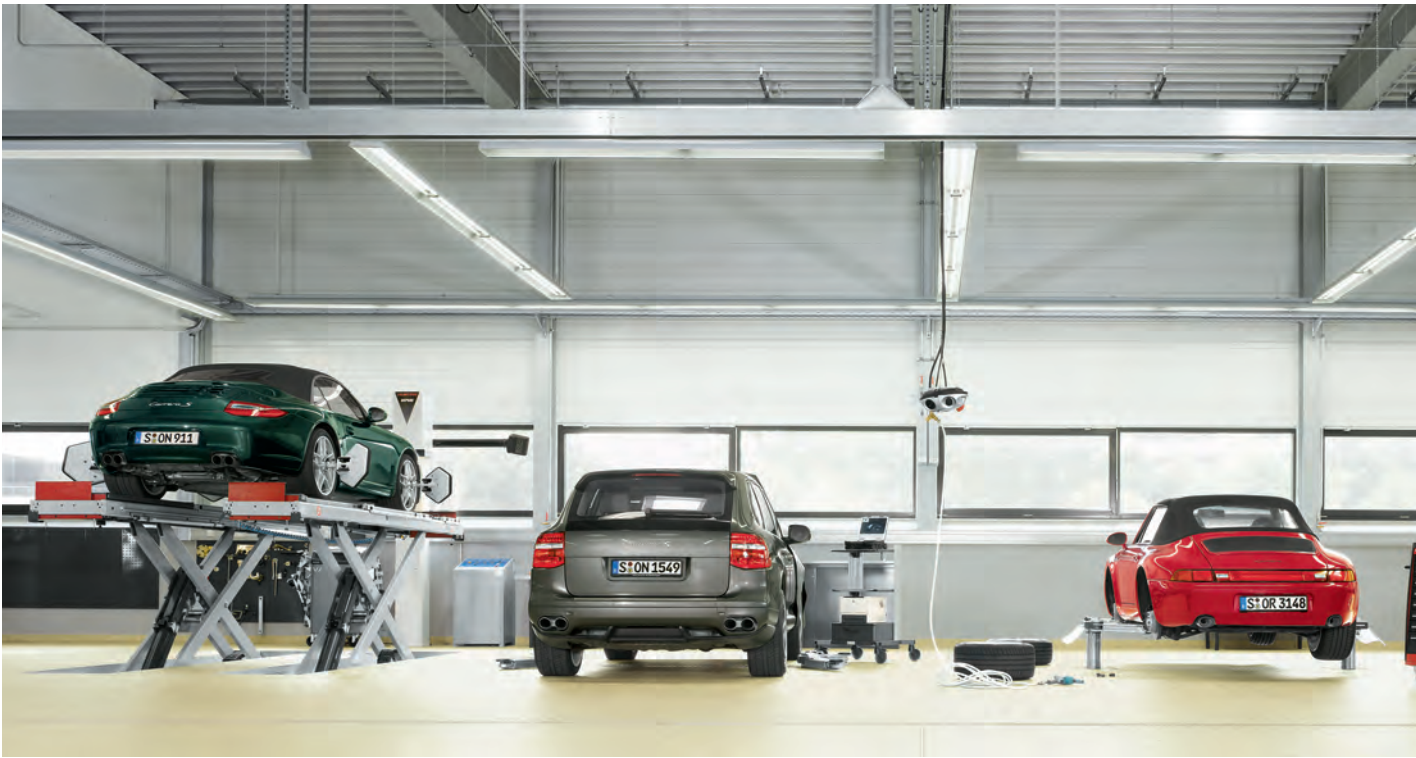


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Elektron MULTISPOT MI-100control Compression Resistance Spot Welder4

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9704 - Lid Prop – 000 721-970 406

9726 - Adjusting Device – 000 721 972 606

9737 - Adjusting Tool – 000 721 973 707

9744 - Installation Tool – 000 721 974 407

9748 - Inspection Gauge – 000 721 974 807

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Car Bench System

Bench: Manta, Muraena or Octopus (Only These Bench Models Are Approved)

Puller: Bench specific puller (PT36, PT32, or PT30/1)

Set of 6 Cross beams: (4 High, 2 Low): A296/30

Additional cross beam (3 Sided): A2425

Primary mini fixture supports: C203/1

Mini fixture supports: C200/7

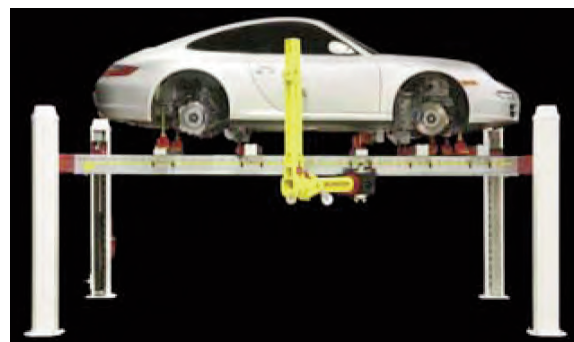
Sill clamp holding system: C231, C254 or C256

Upper body bridge: A456

If Car Bench Universal fixtures are being used, the additional items are also required:

C205/5 Primary universal mini fixture supports

A353 Universal mini fixtures



Car-O-Liner Bench System

VAS 6527 or equivalent Car-O-Liner branded items as listed below:

Bench: Bench Rack 4200, 5000, 5500, 6300, or Quick 42 (All in ground or with ramps and lift)

Measuring System: Vision EVO or Vision X3 (Must have up-to-date subscription)

Puller: Q16 or D 16 Draw Aligner pulling tower with hydraulics

Clamping: VAS 6526/10 special clamping kit & VW spec EVO 1, EVO 2 and EVO 3 (VW spec differs from standard EVO sets)

Miscellaneous: 10 ton chain kit and Q170 or standard pillar jack



Celette Bench System

Bench: Griffon, Griffon XL, Rhone, Sevenne or Sevenne XL (Only These Bench Models Are Approved)

Puller: SVN05.301

MZ Tower Set: MZ450.925 (22 MZ towers, 2 wedges TV410 & storage trolley)

MZ+ Piston set: MZ2500.000

Set of 5 Modular crossmembers: 955.915

Additional wedge set: TV 400

Additional modular crossmembers: 955.908 - 2 ea

Multi-function support: 9123.523

Overhead gantry: 9113.063

Sill Clamp Set: 9123.023 or 9123.033



Tools & Equipment 2012

Elmatech MIDIsport QSV 9000, Elmatech MIDIsport QSV 12000 (Either Car-O-Liner or Celette Branded)



Car-O-Liner CR-600



Celete MIDIsport QSV 9000

Process-controlled multifunction spot welder with 1 kHz medium-frequency inverter technology and water cooling for repairing vehicle bodywork, particularly components made of increased-strength and ultra high-strength sheet steel including coated and bonded steel, with clear indication of the quality of the resulting weld. Special programs for increased-strength to ultra high-strength panels, coated panels, panels with paint or adhesive residues - Vehicle-specific programs with parameters approved by the automotive manufacturers - Spot tacking - Bumping out - Panel straightening - Welding of studs and T-pins. Automatic overload lock protects mains supply fuses. Control via Virtual Machine. MMC data transfer, updatable. Program-controlled electrode force via servo valve.

Elektron MULTISPOT MI-100control or VAS 6545



For spot welding on one or two sides with high welding power and permanent water cooling of the transformer, tongs, arm pairs and electrode tips. Continuous work possible with no additional cooling phases, even on strengthened and galvanized plate. For two-sided tacking with high welding power, e.g. on truck cabs or bus side panels, an optional spot welder with water cooling for the electrode, handle and cable, can be used. Elimination of stresses or distortion. Bumping-out of body parts at places where access from the inside is difficult or impossible by welding on washers, weld studs, shaft wires or special electrodes.

Tecna Spot 3664 SMART, Tecna Spot 3664 SMART PLUS or VAS 6530



This Resistance Spot Welder is recommended for general body repairs on vehicles with high and ultra high tensile strength steel panels, especially for workshops with critical mains power supply. The inverter technology in conjunction with adaptive smart control makes quality spot weld joints possible. Variations in joint structure are detected and compensated for if possible. If a weld is not possible, a text warning message will be issued by the unit. Operation is by touch screen via three different welding modes: manual, smart/automatic or manufacturer-specific programs. With a USB interface, new welding programs can be uploaded or recorded; welding results can be copied for further processing on a PC. The water-cooled C-transgun delivers equal electrode contact force with electrode arms up to 635mm in length.

Wieländer & Schill InvertaSpot GT or VAS 6545

Setting the welding parameters is carried out using simple, self-explanatory symbols. The welding programs are for high and higher tensile panels, for spot weld bonded connections and for galvanized panels. Individual storage of welding parameters is possible. In addition, the system is suitable for documentation and administration of work order details on A4 paper. Software updates can be carried out using an SD card (upload). The material recognition function is performed with a material test program. Current control and pressure monitoring is provided. The welding process is monitored and the actual values are shown in the display.

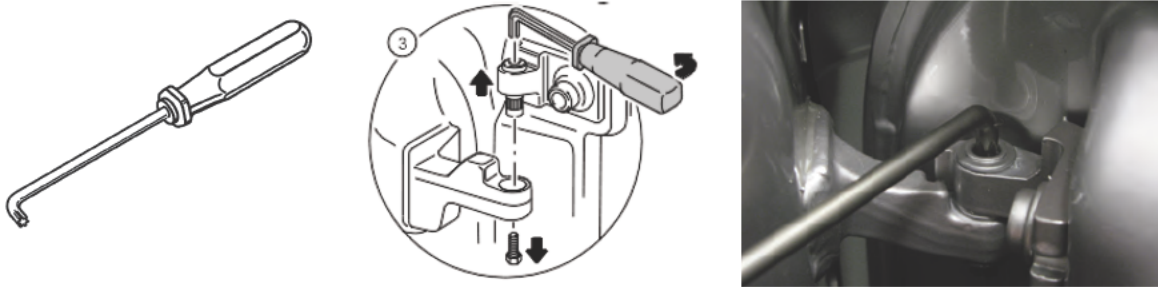
Tools & Equipment 2012

The following Porsche special tools must be purchased from any authorized Porsche Cars North America, Inc., or Porsche Cars Canada, Ltd., Centre.

9666 – Angle Screwdriver

Part Number: 000 721 966 60

Application: Used to counter hold the door hinge pin when separating the hinge.



9704 – Lid Prop

Part Number: 000 721-970 40

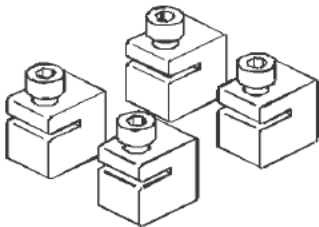
Application: Used to put hood in service position of all Cayenne models.



9726 – Adjusting Device

Part Number: 000 721 972 60

Application: Used to align the tailgate of all Cayenne models.



9737 – Adjusting Tool

Part Number: 000 721 973 70

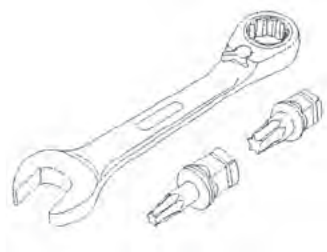
Application: Used to check and correct the windshield wiper blade angle of attack to the windshield.



9744 – Installation Tool

Part Number: 000 721 974 40

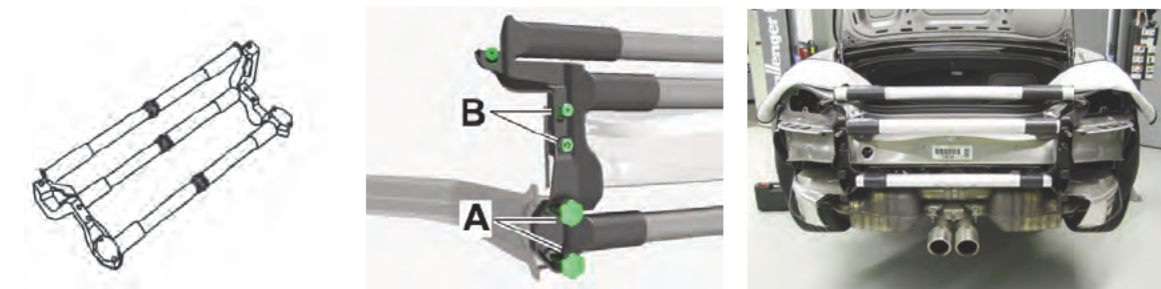
Application: Used when removing and installing the convertible top fabric.



9748 - Inspection Gauge

Part Number: 000 721 974 80

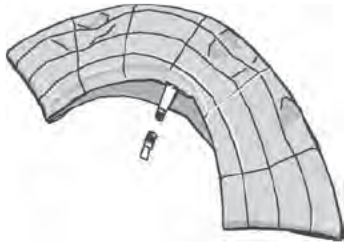
Application: For positioning and checking the tail panel and rear fenders of the Cayman and Boxster during repair and replacement operations.



9751 – Assembly Aid

Part Number: 000 721 975 10

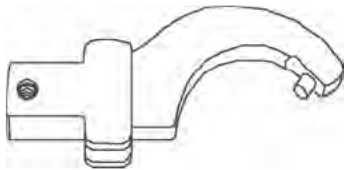
Application: For removing rear wing of 911 turbo when the drive system has failed.



9752 – Socket Wrench Insert

Part Number: 000 721 975 20

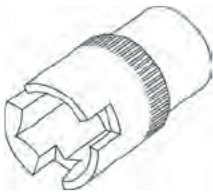
Application: For removing and installing the 911 turbo rear wing.



9835 – Socket

Part Number: 000 721 983 50

Application: Used to R & R air guide and housing on rear lid.



The following tools are available from Equipment Solutions (www.tools.vw.com)

3370 – Special Hook

Application: Used for the removal of the fuel filling pocket of the Panamera and Cayenne models.



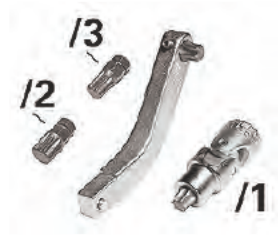
3371 – Gap Gauge

Application: Used for checking and adjusting exterior body panels such as fenders and doors.



3320 – Door Adjustment Wrench

Application: For fitting and adjusting door hinges.



T10118 – Assembly Tool

Application: Multiple uses such as Cayenne door handle removal and installation, Panamera front bumper removal and installation, etc.



Tools & Equipment 2012

T10389 – Assembly Tool

Application: Used for the removal and installation of the Cayenne lock cylinder housing.



VAG 1523/B – Body Saw

Application: Air-powered saw used for cutting body panels and intended to be used exclusively on aluminum vehicles.



VAG 1783 – Torque Wrench (5-60 Nm)

Application: For use with tools 9752 and 3320 and general purpose.



VAG 2010/2 – Aluminum Hand Tool Set

Application: Tool kit that meets the requirements for body repair of the Panamera. Color coding helps ensure that the tools are used exclusively on aluminum vehicles.



VAS 5196 – Aluminum Dent Remover (Optional)

Application: Used for dent removal on aluminum exterior panels.



VAS 5237 – Double Cartridge Gun

Application: Used to apply adhesives provided by the Porsche parts department.



Tools & Equipment 2012

The following tools are available from Reliable Automotive Equipment, Inc. (www.rae-service.com)

571110P - Taurus 4 Rivet Gun (PCNA edition)

Application: Used to install high strength rivets.



577107 - 6.35 mm Clamp Set

Application: Used when fitting and installing aluminum components on the Panamera.



581101 - Trim Wedge No. 1

Application: Used for various trim and interior component removal.



581102 - Trim Wedge No. 2

Application: Used for various trim and interior component removal.



581104 - Trim Wedge No. 4

Application: Used for various trim and interior component removal.



581110 - Trim Wedge and Scraper Set

Application: Used for various trim and interior component removal.



601001 - Vario Drill WS 90

Application: Highly versatile spot weld remover especially suited to removing welds from ultra high strength steels such as Boron and BTR.



617241 - 100 Degree Countersink

Application: For use when installing countersunk rivets on the Panamera.



622002 - Vario Drill Starter Kit

Application: Set of four drill bits and Boron cutting fluid.



Tools & Equipment 2012

640000 - Laser Weld Cutter

Application: Used to remove laser welds precisely and without damaging underlying material.



871010 - Gap Gauge Set

Application: Used to set the correct body gap dimension when replacing exterior body panels.



882055 - Magnet Set

Application: Assembly aid for adjusting fit of replacing steel exterior panels.



881201 - Tool Box (Optional)

Application: Lockable, with adjustable drawers and perforated back board.



RUWAC NA35 -Aluminum Dust Vacuum, 81 Rated

Application: Used for safe evacuation of potentially explosive aluminum dust when grinding, cutting or sanding.



EVAC-2-AL-WET



Tools & Equipment 2012

The following tools are available from local sources:

Pneumatic Drill, To be dedicated to repairs on the Panamera.

Pneumatic Angle Grinder, To be dedicated to repairs on the Panamera.

From Cebotech USA (www.cebotechusa.com):

Cebora 2153 CD- Aluminum Dent Remover (Optional), Used for dent removal on aluminum exterior panels.



For quick documentation of pre and post repair conditions with print out, an electronic measuring system is recommended (optional)

The following are recommended.

Celette NAJA NA.3005



Celette E-GUAN EGA.3005



Car-O-Liner Car-O-Tronic Vision X3



The Celette units can be ordered from R.S. Finishing Inc in Aurora ON Canada and the Car-O-Liner can be ordered from Car-O-Liner in Wixom, MI, USA.

**PORSCHE CERTIFIED
COLLISION CENTRE AGREEMENT**

This Porsche Certified Collision Centre Agreement (this "Agreement") is entered into as of this ____ day of **[MONTH]**, **[YEAR]** (the "Effective Date") by and between Porsche Cars Canada, Ltd. ("PCL"), a corporation incorporated under the laws of Canada with its principal place of business at 5925 Airport Road, Suite 420, Mississauga, Ontario L4V 1W1 and **[TBD]** ("Vendor"), a **[PROVINCE]** **[ENTITY TYPE]** with its principal place of business at **[TBD]**. PCL and Vendor may each be referred to individually herein as "Party" and together as "Parties."

RECITALS

WHEREAS, PCL is the sole authorized distributor in Canada of motor vehicles ("Porsche Vehicles") and parts and accessories ("Porsche Parts") manufactured and/or sold by Dr. Ing. h.c. F. Porsche AG ("Manufacturer"); and

WHEREAS, Vendor wishes to be appointed as a Certified Porsche Vehicle collision repair centre ("Porsche Certified Collision Centre") at **[ADDRESS]** ("Certified Collision Centre Facility"); and

WHEREAS, subject to the terms and conditions hereof, PCL wishes to appoint Vendor as a Porsche Certified Collision Centre.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PCL and Vendor hereby agree as follows:

**ARTICLE 1
APPOINTMENT**

1.1 Appointment. PCL hereby appoints Vendor for the Term (as defined below), and Vendor accepts such appointment, as a Porsche Certified Collision Centre to perform the repair and re-conditioning of Porsche Vehicles ("Services") in accordance with the terms and conditions set forth in this Agreement (including, without limitation, the Standards, Program Information, and Related Documentation, all as defined below).

1.2 Non-Exclusivity. Vendor acknowledges and agrees that its appointment is non-exclusive, and that nothing in this Agreement gives Vendor an exclusive or protected territory or limits the right of PCL to appoint, approve, supply, or engage any other Porsche Certified Collision Centre or authorized Porsche dealer at any location, whether in close proximity to Vendor or otherwise, as PCL may determine from time to time in its sole discretion.

Agreement 2012

1.3 No Franchise. **NOTHING IN THIS AGREEMENT WILL BE CONSTRUED TO CREATE A FRANCHISE RELATIONSHIP BETWEEN VENDOR AND PCL AND NO PAYMENT MADE BY VENDOR TO PCL WILL BE DEEMED TO BE THE PAYMENT OF A "FRANCHISE FEE."** VENDOR ACKNOWLEDGES AND AGREES THAT THERE IS NO COMMUNITY OF INTEREST BETWEEN PCL AND VENDOR IN THE MARKETING OF THE SERVICES COVERED BY THIS AGREEMENT AND THAT VENDOR IS NOT REQUIRED TO ADHERE TO A MARKETING OR BUSINESS PLAN PRESCRIBED OR SUGGESTED BY PCL.

(a) Unless Vendor is currently an authorized Porsche dealer under a PCL Dealer Sales and Service Agreement, Vendor acknowledges that it is not a "dealer" of PCL as defined in any statute or regulation and that nothing herein appoints or authorizes Vendor as such. Further, and in this regard, Vendor will not hold itself out to the public as an authorized dealer in Porsche Vehicles, Porsche Equipment (as defined below), or Porsche Parts (collectively, "Porsche Products").

(b) Even if Vendor is owned and operated by an authorized Porsche dealer, Vendor acknowledges that it is not a "dealer" or "franchisee" of PCL under or pursuant to this Agreement.

ARTICLE 2 **VENDOR OBLIGATIONS**

2.1 Compliance With Standards. Vendor shall comply with and be subject to the Porsche Certified Collision Centre Program Standards (the "Standards"), the Porsche Certified Collision Centre Program General Information ("Program Information"), and any other documents, manuals, or service bulletins published by PCL or Manufacturer with respect to the Services ("Related Documentation"), as any and all of the foregoing may be amended from time to time, including, without limitation, compliance with any obligations in any of the foregoing relating to: (a) annual compliance audits, (b) use of Porsche Parts, (c) use of equipment and tools approved by PCL ("Porsche Equipment"), (d) training of Porsche Certified Collision Centre personnel, and (e) the performance of the Services. The Standards, Program Information, and Related Documentation are hereby incorporated by reference. In the event of a conflict among this Agreement, the Standards, the Program Information, and the Related Documentation, this Agreement, then the Program Information, then the Standards, then the Documentation will control.

2.2 Premises. Vendor shall perform the Services only at the Certified Collision Centre Facility. Vendor will not make any material change in the Certified Collision Centre Facility without the prior written consent of PCL, unless such change is to meet any deficiencies set forth in a compliance audit performed in connection herewith. (Such audits are fully detailed in the Program Information.)

2.3 Performance of Services. Vendor shall at all times conduct its business (including, without limitation, its performance of the Services) in an ethical, fair, and courteous manner and shall avoid any conduct which might be harmful to the reputation and marketing of Porsche Products, or which is in any way inconsistent with the public interest. Vendor further commits to providing the highest levels of professional service and to achieving exceptional levels of customer

satisfaction with respect to both the Services and Porsche Products. Finally, Vendor shall perform the Services in accordance with the Porsche Integrated Workshop Information System ("PIWIS"), as the same may be amended from time to time by PCL.

2.4 Parts and Equipment. Vendor shall perform the Services using only Porsche Parts and Porsche Equipment (including, without limitation, fluids, adhesives, and fasteners), the same being approved by PCL.

2.5 Personnel.

(a) Vendor shall continuously employ the services of no fewer than the number of qualified and trained personnel for the Porsche Certified Collision Centre as PCL may designate in writing from time to time. PCL's current minimum is **one** trained technicians for a Porsche Certified Collision Centre. Vendor alone, however, is responsible for the selection, employment, retention, and compensation of, and all other matters pertaining to, the personnel for the Porsche Certified Collision Centre.

(b) PCL will provide training courses from time to time to allow the Porsche Certified Collision Centre to meet PCL's personnel training requirements, the cost of which courses will be borne solely by Vendor.

2.6 Invoices. Vendor shall pay all invoices submitted by PCL in connection herewith within ten (10) days of the date of invoice. PCL will charge Vendor interest at the rate of one and one-half percent (1.5%), or the maximum rate allowed by law, per month on any unpaid balance if Vendor fails to timely pay such balance in full. Failure to pay invoices in a timely manner is cause for termination of this Agreement and the Parties' business relationship.

2.7 Audits. Vendor shall fully cooperate with any audits performed in connection herewith. The requirements and procedures for such audits are detailed herein and in the Program Information and Standards. Vendor acknowledges that its failure to cooperate during the course of any audit, or its failure to satisfy any requirements thereto (including, without limitation, any Standards), may result in termination or non-renewal, as the case may be, of this Agreement, in either case pursuant to Article 5.

ARTICLE 3
PORSCHE INTELLECTUAL PROPERTY AND SIGNAGE

3.1 Porsche's Marks.

(a) Vendor acknowledges and agrees that (i) PCL has exclusive rights to use the trademark and trade name "Porsche" and the Porsche "shield" used in connection therewith (collectively, the "Marks") in Canada; (ii) the Marks are associated with and connote the high quality of automobiles manufactured by Manufacturer and its related entities; (iii) the Marks have acquired

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secondary meaning in the mind of the purchasing public; and (iv) PCL and Manufacturer and its related entities have expended time, effort, and money to promote the Marks.

(b) Vendor will not engage in any conduct or practice that, in the sole opinion of PCL, may or will be detrimental or harmful to the good will, reputation, or best interests of PCL, any Mark, or any products or other goods manufactured, distributed, or sold by PCL, Manufacturer, or any entities related thereto. In addition to any other remedies that may be available to PCL, Vendor shall immediately cease and desist from any such conduct or practice upon receiving notice from PCL that such conduct or practice, in the sole opinion of PCL, violates this Section 3.1(b).

(c) Nothing set forth in this Agreement, including, without limitation, this Article 3, will be deemed to limit the rights and remedies that may be asserted in or granted by a court of law with respect to an infringement of PCL's rights in and to the Marks.

3.2 Use of Signage. Except for referring to itself as a "Porsche Certified Collision Centre" during the Term, and except as a Mark is embodied in a brochure, or other material provided to Vendor by PCL in connection herewith (collectively, "Signage"), Vendor will not use Signage or any Mark, or authorize the use of Signage or any Mark, by any other person or entity, without the prior written consent of PCL, which consent may be withheld by PCL in its sole and absolute discretion. Any consent by PCL to the use of Signage or any Mark by any person or entity will be subject to such terms and conditions as PCL, in its sole and absolute discretion, may impose. In any case, and notwithstanding anything to the contrary, the usage of any Signage or Mark hereunder is fully detailed and subject to the restrictions set forth in Exhibit A attached hereto. In addition, Vendor will never use any Mark as part of Vendor's legal or assumed name. Vendor acknowledges and agrees that all Signage is owned exclusively by PCL.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

4.1 Vendor. Vendor represents and warrants that:

(a) Vendor is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or formation, and further that this Agreement, when executed and delivered, will constitute a valid and binding obligation of Vendor and will be enforceable against Vendor in accordance with its terms;

(b) All Services will be performed by Vendor in a professional and workmanlike manner and in accordance with such recommendations and specifications as may be furnished by PCL or Manufacturer from time to time (including, without limitation, PIWIS, the Standards, Program Information, and Related Documentation);

(c) Vendor will perform the Services only at the Certified Collision Centre Facility using only Porsche Parts and Porsche Equipment and, in accordance with Section 2.4, trained personnel; and

(d) This Agreement and all Services hereunder will be performed by Vendor in compliance with all applicable requirements of federal, provincial, and local laws and regulations.

4.2 No Warranties. **NEITHER PCL NOR MANUFACTURER MAKES ANY EXPRESS OR IMPLIED WARRANTIES, WRITTEN OR ORAL, AND ALL WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES RELATING TO THE TRAINING OF PERSONNEL FOR THE PORSCHE CERTIFIED COLLISION CENTRE AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY PORSCHE PRODUCTS.**

ARTICLE 5

TERM AND TERMINATION

5.1 Term. This Agreement will commence on the Effective Date and continue through one (1) year after such date, unless earlier terminated pursuant to this Agreement. Thereafter, unless one party provides written notice to the other of its intention not to renew this Agreement at least ninety (90) days prior to the end of the then-current term, this Agreement will automatically renew for successive one (1) year terms, provided that upon each such renewal term (a) Vendor enters into any revised or modified standard form Porsche Certified Collision Centre Agreement that PCL may hereafter, from time to time, offer to its Porsche Certified Collision Centres and (b) Vendor is in compliance with all audit requirements set forth in the Program Information and Standards for the term immediately preceding the upcoming renewal term. The "Term" means the original term of this Agreement and any extensions thereto.

5.2 Termination.

(a) Subject to PCL's rights under Section 5.2(b), either Party may terminate this Agreement, for any reason or no reason, upon ninety (90) days prior written notice.

(b) Notwithstanding anything to the contrary, PCL may immediately terminate this agreement upon written notice for any of the following reasons: (i) PCL, in its sole discretion, determines Vendor's performance of Services hereunder is or was negligent or the product of willful misconduct; (ii) Vendor is found to be less than one hundred (100%) in compliance with the Standards in an audit and Vendor fails to timely correct such deficiencies as contemplated by and in accordance with the Program Information and the Standards; or (iii) Vendor is in material breach of this Agreement or the Program Information and fails to cure such breach within ten (10) business days after PCL's provision of notice of the same. Further, any such negligence or willful misconduct or breach may, in the event Vendor is an authorized dealer of Porsche Vehicles, constitute a breach of Vendor's dealer agreement with PCL.

(c) This Agreement will automatically terminate, without notice, (i) upon the filing by or against Vendor of a proceeding in bankruptcy or for any relief under any law relating to the relief of debtors; (ii) upon the appointment of a receiver for Vendor; (iii) upon Vendor's liquidation, readjustment of indebtedness, or reorganization; (iv) if Vendor ceases to conduct ordinary business operations for a period of five (5) or more business days; or (v) if Vendor fails to maintain a debt-to-equity ratio of at least 1:1.

5.3 Effect of Termination.

(a) In the event of termination or expiration, Vendor shall, at its own expense, immediately cease using and remove all Signage, Marks, brochures and other marketing material and return the same to PCL. In this regard, Vendor acknowledges and agrees that PCL will have the right, but not the obligation, of entry onto the Certified Collision Centre Facility to remove and collect any and all Signage, Marks, etc. at Vendor's expense, provided PCL determines in its absolute discretion that Vendor has failed to immediately cease using and remove such Signage, Marks, brochures and other marketing material. Vendor shall transfer to PCL all of Vendor's Porsche customer service files. Upon Vendor's written request, PCL shall return such customer service files to Vendor after PCL has copied the same at PCL's expense. For the avoidance of doubt, and notwithstanding anything to the contrary, neither any termination or expiration of this Agreement nor Vendor's obligations under this Section 5.3 will excuse Vendor's completion of all Services due hereunder (including, without limitation, its completion of all outstanding or pending work orders) and, at PCL's request, Vendor shall complete all such outstanding Services. In this regard, any provisions set forth in this Agreement related in any manner to such outstanding Services will remain in full force and effect until such time as Vendor completes all such outstanding Services. Since Vendor's obligations under this Section 5.3(a) are of such a nature that it is impossible to measure in money the damages that PCL would suffer if they are not performed, Vendor acknowledges and agrees that PCL will be entitled to maintain an action to compel the specific performance by Vendor of these obligations.

(b) Any business relations of any nature whatsoever between PCL and Vendor after termination or expiration of this Agreement will not operate as an extension or renewal of this Agreement. Nevertheless, such business relations, so long as they are continued, will be governed by terms identical to those of this Agreement. In the event Vendor is an authorized dealer of Porsche Vehicles, termination of this Agreement will not terminate Vendor's dealer agreement with PCL (although PCL reserves all of its rights under such agreement).

ARTICLE 6 **CONFIDENTIALITY**

6.1 Confidentiality. Vendor acknowledges that it may, in the course of performing the Services or satisfying its obligations hereunder, be exposed to or acquire information that is proprietary or confidential to PCL or Manufacturer ("Confidential Information"). Vendor agrees to hold all Confidential Information in strict confidence and not to use such information for any purposes whatsoever other than pursuant to and in accordance with the terms and conditions set

forth in this Agreement. In maintaining the confidentiality of the Confidential Information, Vendor shall exercise the same degree of care that it exercises with its own confidential information, but in no event less than a reasonable degree of care.

6.2 Exceptions. The obligation of confidentiality contained in this Agreement will not apply to the extent that Vendor (a) is required to disclose information by order or regulation of a governmental authority; provided that Vendor not make any such disclosure without first notifying PCL and allowing PCL a reasonable opportunity to seek injunctive relief from (or a protective order with respect to) the obligation to make such disclosure or (b) can demonstrate that (i) the disclosed information was at the time of such disclosure to Vendor already in (or thereafter entered) the public domain other than as a result of actions or inactions of Vendor or its personnel in violation hereof, (ii) the disclosed information was known to Vendor before the date of disclosure to Vendor, or (iii) the disclosed information was received by Vendor on an unrestricted basis from a source unrelated to PCL not under a duty of confidentiality to PCL.

ARTICLE 7

INDEMNIFICATIONS; INSURANCE

7.1 Indemnification by Vendor. Vendor shall defend, indemnify, and hold PCL and its affiliates, parents, subsidiaries, and other related entities harmless from and against any and all claims, demands, actions, liabilities, judgments, settlements, and costs and expenses (including reasonable attorneys' fees) arising out of or in connection with any of the following:

(a) Any breach by Vendor of a representation, warranty, or other obligation set forth in this Agreement;

(b) Any third-party claim arising out of or related to the Services or the performance of this Agreement (including, without limitation, the repair by Vendor of any Porsche Vehicle); and

(c) Any actual or alleged negligence, error, omission, or act by Vendor relating to the Services.

7.2 Insurance. Vendor shall maintain at all times during the Term at the least the following insurance coverage: (a) Garage Liability and Garage keeper's Liability on a direct primary basis or (b) (i) Comprehensive General Liability; (ii) Completed Operations; and/or (iii) Automobile Liability, or a combination thereof. The coverage will be on an "occurrence basis" and must have aggregate limits of not less than Two Million (\$2,000,000) Dollars per occurrence. In addition, Vendor shall maintain Workers Compensation Insurance in amounts sufficient to comply with applicable laws, but in no event less than One Million (\$1,000,000) Dollars. All policies of insurance will be maintained with reputable insurers and will have PCL as an additional insured. Upon PCL's request, Vendor shall promptly provide PCL with certificates of insurance evidencing the above coverages.

ARTICLE 8
LIMITATIONS OF LIABILITY

8.1 Exclusions of Liability. Vendor acknowledges and agrees that PCL will have no liability to Vendor for any expenditure made or incurred by Vendor in connection with (a) qualifying for appointment as a Porsche Certified Collision Centre or (b) the performance of Vendor's obligations, or the conduct of Vendor's business, pursuant to this Agreement.

8.2 Limitation of Liability. **UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL PCL OR ITS RELATED ENTITIES BE LIABLE TO VENDOR FOR LOSS OF PROFITS, LOSS OF GOODWILL, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, VENDOR'S PERFORMANCE OF SERVICES HEREUNDER AND PCL'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER), IRRESPECTIVE OF WHETHER PCL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORESEEABILITY OF SUCH DAMAGES.**

ARTICLE 9
MISCELLANEOUS

9.1 Authority. Vendor acknowledges that only PCL's Director, AfterSales has the authority to waive any performance of this Agreement on behalf of PCL or amend or otherwise vary this Agreement (including any obligations herein) pursuant to Section 9.8.

9.2 Waiver. The waiver by either Party of any breach or violation of or default under any provision of this Agreement will not operate as a waiver of such provision or any subsequent breach thereof or default thereunder. The failure or refusal of PCL to exercise any right or remedy will not be deemed a waiver or abandonment of such right or remedy.

9.3 Notices. All notices required or permitted to be given under this Agreement will be delivered by hand, sent by certified mail with return receipt requested, or sent by an overnight delivery service having a reliable means of confirming delivery. In any case, notices will be deemed given when received. Notices are to be addressed as follows:

- (a) If to Vendor: **[COMPANY]**
ATTN: **[TBD]**
[ADDRESS LINE 1]
[ADDRESS LINE 2]
[CITY, PROVINCE, POSTAL CODE]

(b) If to PCL: Porsche Cars Canada, Ltd.
ATTN: Thomas Illner
5925 Airport Road, Suite 420
Mississauga, Ontario L4V 1W1

9.4 Independent Contractor. Vendor is an independent contractor and neither Vendor nor any employee of Vendor is an agent, partner, joint venture, or employee of PCL by virtue of this Agreement. In this regard, Vendor shall conduct all of its operations on its own behalf and has no authority to act for or on behalf of PCL or to assume or create any obligations or responsibilities therefor.

9.5 Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario, without regard to its choice of law principles. Further, subject to Section 9.6, the Parties hereby consent to the jurisdiction of the courts within the Province of Ontario, in any action, suit or proceeding arising out of this Agreement.

9.6 Arbitration. Any controversy or claim arising out of or relating to this Agreement or breach thereof will be settled by arbitration in accordance with the **Ontario Arbitration Act**. The arbitration will be conducted in Toronto, Ontario. Judgment upon the award rendered may be entered in any court having competent jurisdiction thereof. Any award rendered hereunder will be final and binding on all parties thereto. Notwithstanding the foregoing, PCL will have the right to seek injunctive relief in connection with any breaches of this Agreement in any court having competent jurisdiction.

9.7 Survival. The following provisions will survive any termination or expiration of this Agreement: Sections 1.3, 2.6, 3.2, 5.3, 6, 7, 8, 9.2, 9.5, and 9.6.

9.8 Amendments. This Agreement may not be varied, modified, or amended except by an express instrument in writing to that effect signed on behalf of both parties, provided that any such change will be subject to the authority restrictions set forth in Section 9.1.

9.9 Assignment. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither this Agreement, nor any part thereof or interest therein, may be transferred or assigned, whether by merger, sale, change of control, or otherwise, without the prior written consent of PCL, which consent may be withheld in PCL's sole and absolute discretion.

9.10 Force Majeure. Except as otherwise expressly set forth in this Agreement, neither Party shall be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement, to the extent such failure or delay is caused by circumstances beyond the reasonable control of the affected Party (a "Force Majeure"). A Party affected by a Force Majeure shall use its best efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch. Such affected Party shall also promptly notify the other Party, explaining the nature, details, and expected duration thereof. Further, such affected Party shall notify the other Party from time to time as to when the affected Party

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reasonably expects to resume performance in whole or in part of its obligations hereunder, and notify the other Party of the cessation of any such event. In the event that a Party's performance is delayed by more than thirty (30) days due to a Force Majeure, then the other Party shall have the right to terminate this Agreement immediately upon written notice to the affected Party.

9.11 Severability. To the extent that any provision of this Agreement is found by any court of competent authority to be invalid, unlawful, or unenforceable in any jurisdiction, that provision will be deemed to not be a part of this Agreement, and will neither affect the enforceability of the remainder of this Agreement nor the validity, lawfulness, or enforceability of that provision in any other jurisdiction.

9.12 Headings. The headings and titles of Articles and Sections in this License Agreement are for convenience of reference only and are not intended to be conclusive as to the meaning or construction of the provisions of this Agreement.

9.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

9.14 Merger. This Agreement, together with the Standards, the Program Information, and the Related Documentation, contains the entire agreement and understanding between the Parties with respect to the subject matter herein, and supersedes all prior agreements, understandings, and arrangements, whether written or oral, between the parties. No representations or statements, other than those expressly set forth or referred to in this Agreement, were made or relied upon in entering into this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the date first set forth above.

PORSCHE CARS CANADA, LTD.

VENDOR

Signature:_____

Signature:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

Signature:_____

Signature:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

EXHIBIT A
INTELLECTUAL PROPERTY GUIDELINES

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