ISUZU MOTORS AMERICA, INC.
SERVICE DEALER AGREEMENT

THIS SERVICE DEALER AGREEMENT, is effective the _____ day of _____, 20____, by and between

_____ ("Distributor") and _____
(Name of Distributor) (Name of Service Dealer)

headquartered at _____, ("Service Dealer").
(Street Address) (City) (State) (Zip)

RECITALS

WHEREAS, under a Distributor Sales and Service Agreement executed between Distributor and Isuzu Motors America, Inc. or its affiliates ("Isuzu"), Distributor has been authorized to conduct complete distributorship operations in connection with specified Isuzu powertrain products. Under such agreement, Distributor and Isuzu recognize that, for Distributor to properly fulfill its responsibilities for servicing all such Isuzu products in its area of responsibility, it will be necessary for Distributor to appoint qualified service dealers to conduct specified service operations, such dealers to be operated and owned independently of Distributor, its owners and managers.

WHEREAS, Distributor desires to appoint Service Dealer as an Authorized Service Dealer for the products specified herein (the "Isuzu Products") and to set forth the functions and responsibilities of Service Dealer in the conduct of the service operations contemplated by this Agreement.

WHEREAS, Distributor has selected Service Dealer in reliance upon Service Dealer's undertaking to conduct its service operations (a) in accordance with the requirements and standards set forth in this Agreement, and (b) in a manner which will reflect favorably upon Distributor, Isuzu, the Isuzu Products and the Service Parts, and upon Service Dealer and its operations.

WHEREAS, Service Dealer has elected to enter into this Agreement with Distributor because of the rights conferred upon Service Dealer hereunder, and with the expectation that Distributor will assist in the training of personnel of Service Dealer and will make service programs and Service Parts available to Service Dealer that will enable Service Dealer to meet its service responsibilities.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter made to each other, it is hereby mutually agreed by Distributor and Service Dealer as follows:

FIRST: APPOINTMENT OF SERVICE DEALER

Subject to the other provisions and conditions of this Agreement, and in reliance upon Service Dealer's agreement to fulfill and perform the functions and responsibilities described in this Agreement, Distributor hereby:

(a) appoints Service Dealer as an Authorized Service Dealer at the location specified in Paragraph SECOND of this Agreement for the conduct of the following service operations ("Service Operations"):

☐ Isuzu Diesel Engine OEM Service Operations
☐ Isuzu Diesel Engine Full Service Operations

which are installed in the following application(s):

Applications	Specializing in the Following Original Equipment Manufacturing Lines
☐ All Applications	_____
☐ Marine	_____
☐ Off Highway	_____

(b) grants Service Dealer a nonexclusive right to buy from Service Parts from Distributor for resale or use by Service Dealer in the conduct of its Service Operations.

(c) grants Service Dealer a nonexclusive right to identify itself as an Authorized Service Dealer and to display in the conduct its Service Operations the various trademarks and service marks and the several other word and design marks that Isuzu uses in connection with Isuzu Products and Service Parts and the servicing thereof.

This Agreement does not constitute Service Dealer as the agent or legal representative of Distributor or Isuzu for any purpose whatsoever. Service Dealer is not granted any express or implied right or authority to assume or to create any obligation on behalf of or in the name of Distributor or Isuzu. Service Dealer shall not transfer or assign or attempt to transfer or assign any right or transfer or delegate any obligation or responsibility of Service Dealer under this Agreement unless it shall have been approved in writing by Distributor.

SECOND: LOCATION OF SERVICE OPERATION

For the purpose of this Agreement, Service Dealer has established and Distributor has approved the following as the location at which Service Dealer will maintain its place of business for the conduct of its Service Operations (the "Service Facility"):

Street Address	**City**	**State**	**Zip**

THIRD: MANAGEMENT AND OWNERSHIP OF SERVICE DEALER

Unless Distributor shall have previously approved the ownership, financial interests and active management of Service Dealer, Service Dealer will furnish Distributor, concurrently with the execution of this Agreement, for Distributor's approval, a "Service Dealer Statement of Ownership, Financial Interests and Active Management", on a form supplied by Distributor for this purpose. Once such ownership, financial interests and active management of Service Dealer have been approved by Distributor, no change therein shall be made without the prior written approval of Distributor. Any such change shall be evidenced by the execution of a new "Service Dealer Statement of Ownership, Financial Interests and Active Management".

FOURTH: RESPONSIBLITIES OF SERVICE DEALER

(a) Performance of Service. Service Dealer agrees to provide at the Service Facility prompt, efficient and courteous repairs, adjustments and maintenance to owners and users of Isuzu Products as and when required thereon and requested by the owner or user. Such service shall include only those services specifically requested by the owner or user that are discussed in advance by Service Dealer with the owner or user as being required. All service performed by Service Dealer pursuant to this Agreement shall be performed in a good and workmanlike manner and in accordance with the service policies, procedures, manuals, instructions and bulletins made available to Service Dealer from time to time. Upon request, Service Dealer shall perform warranty repairs in accordance with Isuzu's then-current policies, procedures and instructions.

(b) Availability of Inventory. Service Dealer shall at all times maintain an adequate inventory of Service Parts as necessary to support the models of Isuzu Products which Service Dealer is authorized to service. Service Dealer shall keep the Service Facility open and operating for business during such days and hours as similar vehicle service facilities are customarily open in the geographic area in which it is located.

(c) Use of Trademarks; Signage. Except where prohibited by local ordinance, during the term of this Agreement, service dealer shall display Isuzu signs both (i) outside of the Service Facility, and (ii) in the service/parts sales areas of the Service Facility. Where an outdoor sign is prohibited by local ordinance, service dealer may comply with the foregoing by attaching an Isuzu sign to the outside of the Service Facility building or by placing a lighted Isuzu sign in the window. All such signs shall comply with Isuzu's logo and color requirements. Service Dealer shall not use any trademark or tradename owned by Isuzu or its affiliates in its legal or business name and shall promptly discontinue the display of all such signage, trademarks and tradenames upon Distributor's or Isuzu's request, and in any case upon termination of this Agreement.

(d) Service Tools; Isuzu Publications. Service Dealer shall purchase and own adequate service equipment and all special and essential tools needed to service Isuzu Products and fulfill its responsibilities hereunder. Service Dealer shall at all times be enrolled in the Isuzu Publication Program in order to obtain up-to-date service and parts information necessary to service Isuzu Products.

(e) Personnel; Training. Service Dealer shall at all times employ the number of trained and competent service, managerial and technical personnel reasonably required to fulfill its responsibilities with respect to the service of Isuzu Products. Service Dealer shall at its own expense:

(i) have its employees attend hands-on training courses conducted by Isuzu from time to time, and in no event later than one (1) year following the effective date of this Agreement and at least once every two (2) years thereafter;

(ii) have its employees complete authorized computer-based training courses provided by Isuzu from time to time, and in no event later than three (3) months following the effective date of this Agreement and at least once every two (2) years thereafter; and

(iii) have any employees hired after the effective date of this Agreement complete authorized computer-based training courses provided by Isuzu no later than three (3) months following their date of hire.

(f) Compliance with Law. Service Dealer shall comply with all applicable provisions of federal, state and local laws and governmental orders, rules and regulations, including but not limited to laws, orders, rules and regulations relating to safety, emissions, noise control and customer service.

(g) Informing Owners as to Details of Charges. In effecting service of Isuzu Products, Service Dealer shall inform its customers of the items which make up its charges, give them itemized invoices covering the details thereof, and provide them with such other information and documents as may be required under any applicable laws, rules, regulations or orders. Service Dealer shall not make any false, misleading or deceptive representations as to the items making up the charges.

(h) Indemnity. Service Dealer shall indemnify, defend and hold Distributor and Isuzu harmless from and against any claims, demands or actions against Distributor or Isuzu arising out of and/or alleging any (i) negligence, error or omission of Service Dealer in connection with the repair or service of any Isuzu Product, (ii) modification or alteration made by Service Dealer to any Isuzu Product (except those made pursuant to the express instructions or authorization from Distributor or Isuzu), (iii) breach by Service Dealer of any agreement with a customer or other third party, or (iv) misleading statements, misrepresentations or deceptive or unfair practices by Service Dealer, directly or indirectly, to Distributor, Isuzu, a customer or other third party.

FIFTH: TERM

Unless earlier terminated as provided below, this Agreement shall continue in force for a term commencing on the effective date hereof and expiring on December 31, 20__, provided, however, that the term may be renewed for successive one (1) year terms by mutual agreement of the parties, evidenced by a written extension agreement executed by both parties. Either party may terminate this Agreement at any time and for any reason by giving the other party at least thirty (30) days prior written notice of termination. Neither party shall be liable for damages of any kind, whether direct, indirect, special, consequential or otherwise, based upon any decision to terminate this Agreement in accordance with this provision. Without limiting the foregoing, neither party shall be liable to the other by reason of the termination of this Agreement for reimbursement or damages for loss of goodwill, prospective profits or anticipated business, or on account of any expenditures, investments, leases or commitments made by either party or for any other reason whatsoever by reason of such decision to terminate this Agreement.

SIXTH: ENTIRE AGREEMENT; NO WAIVER

Except as otherwise expressly set forth herein, this Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings, oral and written, between the parties relating to the subject matter hereof. This Agreement may be amended only by an instrument in writing signed by both parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate as of the date set forth above.

Service Dealer:_____ (Firm Name)	Distributor:_____ (Firm Name)
By _____	By _____
Title _____	Title _____
Witness: _____	Witness: _____

If Service Dealer is a corporation or limited liability company, indicate state in which formed: _____