CANADA

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

C O U R S U P É R I E U R E
(Chambre des actions collectives)

N° : 500-06-001403-258

MARTIN GERVAIS

Demandeur

c.

VOLKSWAGEN GROUP CANADA INC.

Défenderesse

et

NICOLE YIP-HOI

Intervenante

DEMANDE POUR AUTORISATION D'ÊTRE SUBSTITUÉE AU DEMANDEUR ET DE MODIFIER LA DEMANDE POUR AUTORISATION D'EXERCER UNE ACTION COLLECTIVE ET POUR ÊTRE REPRÉSENTANT
(Art. 206, 585 et 589 C.p.c.)

À L'HONORABLE ELENI YIANNAKIS, J.C.S., L'INTERVENANTE EXPOSE :

1. Le 28 juillet 2025, le demandeur dépose contre la défenderesse une *Demande pour autorisation d'exercer une action collective et pour être représentant* (ci-après « **Demande d'autorisation** »);

2. Par sa Demande d'autorisation, le demandeur souhaite exercer une action collective pour le compte du groupe suivant :

   Groupe principal

   Toutes les personnes ayant acheté ou loué à long terme un véhicule automobile de marque Volkswagen ID 4.

   Sous-groupe consommateur

   Toutes les personnes physiques domiciliées au Québec ou ayant été domiciliées au Québec qui ont acheté ou loué à long terme un véhicule de marque Volkswagen ID 4.

(ci-après le « **Groupe** »);

3. Le demandeur reproche à la défenderesse l'existence d'un vice affectant les véhicules de marque Volkswagen ID.4 qui provoque une usure prématurée des pare-brises chez ces véhicules;

4. Le demandeur recherche à titre de réparation :

    a. L'octroi d'une somme correspondant au montant des travaux payés ou estimés pour la réparation des dommages subis à leur véhicule par la dégradation du pare-brise, à la différence entre le prix de vente du véhicule et la valeur diminuée du véhicule, et/ou aux frais de remise payés au locateur à la fin d'un contrat de location à long terme au motif d'usure excessive en raison des fissures au pare- brise;

    b. L'octroi d'une somme à être déterminée à titre de dommages-intérêts pour manquement à l'obligation d'information,

    c. L'octroi de dommages-intérêts punitifs;

5. Par la présente demande, l'intervenante souhaite toutefois obtenir l'autorisation du Tribunal pour être substituée au demandeur à titre de représentante du Groupe;

6. Conformément à l'article 589 al. 2 du *Code de procédure civile*, un membre peut demander au Tribunal d'être substitué au représentant notamment lorsque la créance personnelle de ce dernier est éteinte;

7. Or, depuis le ou vers le 1er octobre 2025, le demandeur n'a plus de créance personnelle contre la défenderesse;

8. Dans un deuxième temps, l'intervenante souhaite obtenir l'autorisation du Tribunal pour modifier la Demande d'autorisation, conformément à l'article 206 du *Code de procédure civile;*

9. Ces modifications consistent en l'ajout de divers énoncés et de six pièces (**pièces P-10.1 à P-10.6**) visant à décrire la situation personnelle de l'intervenante et à mettre à jour l'une des données avancées dans la Demande d'autorisation;

10. L'intervenante communique d'ailleurs à titre de **pièce RM-1** son projet de Demande d'autorisation modifiée;

11. La modification recherchée n'a pas pour effet de créer une demande entièrement nouvelle, en ce que les faits à l'origine de la demande, les reproches formulés, la nature du recours envisagé, les questions de fait et de droit proposées ainsi que les conclusions recherchées demeurent les mêmes;

12. La modification demandée ne retardera pas indûment le déroulement de l'instance, la date de l'audience sur l'autorisation n'étant pas encore fixée;

13. Le demandeur a pris connaissance et consent à la présente demande;

14. La présente demande respecte le principe de proportionnalité prévus aux articles 18 et suivants du *Code de procédure civile*;

15. La présente demande ne cause aucun préjudice aux droits des membres putatifs du Groupe proposé ou aux droits de la défenderesse;

16. Il est dans l'intérêt de la justice et des membres du Groupe que la présente demande soit accueillie;

POUR CES MOTIFS, PLAISE AU TRIBUNAL :

ACCUEILLIR la présente demande;

AUTORISER l'intervenante à être substituée au demandeur à titre de représentante du Groupe;

AUTORISER l'intervenante à modifier la *Demande pour autorisation d'exercer une action collective et pour être représentant*, conformément au projet, **pièce RM-1**;

AUTORISER la production des pièces **P-10.1 et P-10.6** au soutien de la *Demande pour autorisation d'exercer une action collective et pour être représentante modifiée;*

LE TOUT sans frais.

MONTRÉAL, le 3 avril 2026

Lambert Avocats

LAMBERT AVOCATS
(Me Jimmy Ernst Jr Laguë-Lambert)
(Me Benjamin W. Polifort)
(Me Philippe Brault)
(Me Loran-Antuan King)
1200, avenue McGill College, suite 1800
Montréal (Québec) H3B 4G7
Tél. : (514) 526-2378
Téléc. : (514) 878-2378
jlambert@lambertavocats.ca
bpolifort@lambertavocats.ca
pbrault@lambertavocats.ca

aking@lambertavocats.ca

Avocats de l'intervenante

DÉCLARATION SOUS SERMENT

Je, soussigné, Loran-Antuan King, avocat, exerçant ma profession au 1200, avenue McGill College, suite 1800, à Montréal, province de Québec, district de Montréal, H3B 4G7, déclare sous serment ce qui suit :

1. Je suis l'un des avocats du demandeur et de l'intervenante dans le présent dossier;

2. Tous les faits mentionnés à la présente déclaration sous serment et à la demande ci-jointe sont vrais.

EN FOI DE QUOI, J'AI SIGNÉ

à **MONTRÉAL**, le 3 avril 2026

Loran-Antuan King

LAMBERT AVOCATS
Me Loran-Antuan King

Déclaré sous serment devant moi

à **MONTRÉAL**, le 3 avril 2026

Jeannie Nguyen

Jeannie Nguyen, #240899
Commissaire à l'assermentation
pour le Québec

DÉCLARATION SOUS SERMENT

Je, soussigné, Martin Gervais, domicilié au 1105, rue Jordi Bonet, à Terrebonne, province de Québec, district de Terrebonne, J6Y 1R5, déclare sous serment ce qui suit :

1. Je suis le demandeur dans le présent dossier;

2. Tous les faits mentionnés à la présente déclaration sous serment et à la demande ci-jointe sont vrais.

EN FOI DE QUOI, J'AI SIGNÉ

à **MONTRÉAL**, le 3 avril 2026

Martin Gervais

Martin Gervais

Déclaré sous serment devant moi

à **MONTRÉAL**, le 3 avril 2026

Jeannie Nguyen
Jeannie Nguyen (Apr 3, 2026 14:58:19 EDT)

Jeannie Nguyen, #240899
Commissaire à l'assermentation
pour le Québec

DÉCLARATION SOUS SERMENT

Je, soussignée, Nicole Yip-Hoi, domiciliée au 446, rue Morningside, à Dollard-des-Ormeaux, province de Québec, district de Montréal, H9G 1K1, déclare sous serment ce qui suit :

1. Je suis l'intervenante dans le présent dossier;

2. Tous les faits mentionnés à la présente déclaration sous serment et à la demande ci-jointe sont vrais.

EN FOI DE QUOI, J'AI SIGNÉ

à **MONTRÉAL**, le 3 avril 2026

Nicole Yip-Hoi
Nicole Yip-Hoi (Apr 3, 2026 14:52:13 EDT)

Nicole Yip-Hoi

Déclaré sous serment devant moi

à **MONTRÉAL**, le 3 avril 2026

Jeannie Nguyen
Jeannie Nguyen (Apr 3, 2026 14:58:19 EDT)

Jeannie Nguyen, #240899
Commissaire à l'assermentation
pour le Québec

AVIS DE PRÉSENTATION

À: Me Stéphane Pitre
spitre@blg.com
Me Alexis Leray
aleray@blg.com
BORDEN LADNER GERVAIS S.E.N.C.R.L., S.R.L.
1000, rue De La Gauchetière Ouest, bureau 900
Montréal (Québec) H3B 5H4
Téléphone : 514-879-1212
Télécopieur : 514-954-1905

Avocats de la défenderesse

PRENEZ AVIS que la *Demande pour autorisation d'être substituée au demandeur et de modifier la Demande pour autorisation d'exercer une action collective et pour être représentant* sera présentée à l'honorable Eleni Yiannakis de la Cour supérieure du Québec, district judiciaire de Montréal, à une date et heure à être déterminées.

VEUILLEZ AGIR EN CONSÉQUENCE.

MONTRÉAL, le 3 avril 2026

Lambert Avocats
LAMBERT AVOCATS
(Me Jimmy Ernst Jr Laguë-Lambert)
(Me Benjamin W. Polifort)
(Me Philippe Brault)
(Me Loran-Antuan King)
1200, avenue McGill College, suite 1800
Montréal (Québec) H3B 4G7
Tél. : (514) 526-2378
Téléc. : (514) 878-2378
jlambert@lambertavocats.ca
bpolifort@lambertavocats.ca
pbrault@lambertavocats.ca
aking@lambertavocats.ca

Avocats de l'intervenante

PIÈCE RM-1

C A N A D A
PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

No : 500-06-001403-258

COUR SUPÉRIEURE
(Chambre des actions collectives)

NICOLE YIP-HOI, domiciliée au 446, rue Morningside, Dollard-des-Ormeaux, province de Québec, district de Montréal, H9G 1K1;

Demanderesse

c.

VOLKSWAGEN GROUP CANADA INC., personne morale légalement constituée ayant son domicile élu au 900-1000, rue de la Gauchetière Ouest, Montréal, province de Québec, district de Montréal, H3B 5H4;

Défenderesse

DEMANDE POUR AUTORISATION D'EXERCER UNE ACTION COLLECTIVE ET POUR ÊTRE REPRÉSENTANTE MODIFIÉE
(Articles 574 et suivants *C.p.c.*)

AU SOUTIEN DE SA DEMANDE, LA DEMANDERESSE EXPOSE CE QUI SUIT:

I. PRÉSENTATION GÉNÉRALE

1. La demanderesse désire exercer une action collective pour le compte du groupe ci-après décrit, dont elle est elle-même membre, à savoir:

Groupe principal

Toutes les personnes ayant acheté ou loué à long terme un véhicule automobile de marque Volkswagen ID 4.

Sous-groupe consommateur

Toutes les personnes physiques domiciliées au Québec ou ayant été domiciliées au Québec qui ont acheté ou loué à long terme un véhicule de marque Volkswagen ID 4.

(Le Groupe principal et le Sous-groupe consommateur sont ci-après désignés collectivement sous le nom « **Groupe** ». Il est par ailleurs entendu que le Sous-groupe consommateur est proposé pour les seules fins de l'application de la *Loi sur la protection du consommateur*, RLRQ, c. P-40.1, et que les membres de ce sous-groupe font partie intégrante du Groupe principal)

(ci-après, le « **Groupe** »)

ou tout autre groupe qui sera déterminé par la Cour;

II. LES PARTIES

2. La demanderesse est locatrice à long terme d'un véhicule de marque Volkswagen, modèle ID.4 Pro RWD 2023;

3. La demanderesse est une personne physique qui s'est procuré un bien pour des fins personnelles auprès d'un commerçant, et est donc un consommateur au sens de la *Loi sur la protection du consommateur* (ci-après, « **L.p.c.** ») et du *Code civil du Québec* (ci-après, « **C.c.Q.** »);

4. La défenderesse Volkswagen Group Canada Inc. oeuvre dans l'importation et la distribution de véhicules automobiles, tel qu'il appert d'un extrait du Registre des entreprises, **pièce P-1**;

5. La défenderesse est d'ailleurs une fabricante au sens de l'article 1 g) ii) de la L.p.c.;

III. LA CAUSE D'ACTION

6. Au Québec, en moyenne, les propriétaires de véhicules neufs conservent ceux-ci plus de huit (8) ans, dont environ le tiers de ceux-ci entre onze (11) et quinze (15) ans, tel qu'il appert de l'article de Recyc-Auto, **pièce P-2**;

7. En 2020, la défenderesse commercialise pour la première fois son véhicule « ID.4 », véhicule utilitaire sport électrique, tel qu'il appert de l'article Wikipedia sur les Volkswagen ID.4, **pièce P-3**;

8. Ce modèle devient rapidement de plus en plus populaire auprès des consommateurs canadiens;

9. En effet, ce modèle devient la troisième (3e) voiture électrique la plus vendue au Canada dès 2024, dont 73% des ventes proviennent du Québec, tel qu'il appert d'un article du site Internet *Driving*, **pièce P-4**;

10. Les véhicules électriques de la défenderesse sont équipés d'un pare-brise chauffant, lequel vise à réduire le givre et la condensation, tel qu'il appert des captures d'écran du site Internet de la défenderesse, en liasse, **pièce P-5**;

11. En règle générale, la défenderesse fournit à sa clientèle une garantie conventionnelle limitée pour les véhicules ID.4 neufs de quatre (4) ans ou 80 000 kilomètres, selon la première occurrence, tel qu'il appert de la pièce P-5;

12. Quant aux pièces sujettes à l'usure et les ajustements, ceux-ci sont exclus de la garantie conventionnelle de la défenderesse au terme des douze (12) mois ou 20 000 kilomètres initiaux;

13. La défenderesse honore ses garanties par l'entremise d'un vaste réseau de concessionnaires qui la représente auprès de ses clients dans le cadre de ses services après-vente;

14. Le pare-brise d'un véhicule remplit plusieurs fonctions importantes en matière de sécurité et d'esthétique;

15. Notamment, le pare-brise, tout en protégeant les usagers du véhicule contre les débris de la route, doit fournir une vue dégagée de la route depuis le véhicule pour prévenir des situations dangereuses, tel qu'il appert d'un article de AIS Windshield Experts, **pièce P-6**;

16. De plus, le pare-brise joue un rôle important dans le déploiement adéquat des coussins gonflables, assurant que ceux-ci se gonflent dans la direction des passagers lors d'un impact;

17. Le pare-brise apporte également un support structurel au véhicule, empêchant notamment le toit de ce dernier de s'effondrer lors d'un accident, tel qu'il appert d'un article de *GlassFixit*, **pièce P-7**;

18. Ainsi, les manufacturiers doivent s'assurer que les pare-brises de leurs véhicules soient suffisamment résistants pour assurer la sécurité des automobilistes, tout en maintenant l'esthétique du véhicule;

19. Les pare-brises possèdent une durée de vie utile dépassant de plusieurs années les garanties de base et/ou les garanties prolongées offertes par les manufacturiers, et sont suffisamment solides pour résister à des changements de température et aux impacts normaux;

20. En effet, les pare-brises sont aujourd'hui conçus pour être plus résistants qu'avant, permettant d'assurer qu'ils remplissent leur fonction de protection, tel qu'il appert d'un article de *AIS Windshield Experts* sur la durabilité des pare-brises, **pièce P-8**;

21. Or, dans les dernières années, un phénomène de fissures des pare-brises des véhicules de marque Volkswagen ID.4 a été observé, tel qu'il appert de différentes entrées de blog, en liasse, **pièce P-9**, et des publications de différents utilisateurs dans le groupe Facebook « VW ID.4 - Québec », **pièce P-10**;

IV. LES FAITS DONNANT OUVERTURE AU RECOURS INDIVIDUEL <u>DE LA DEMANDERESSE</u> CONTRE LA DÉFENDERESSE

22. <u>Le 17 mars 2023, la demanderesse signe un contrat de louage à long terme d'un véhicule neuf de marque Volkswagen ID.4 Pro RWD 2023 portant le numéro de série 1V22MPE83PC013112, et ce, auprès du concessionnaire Volkswagen des Sources, tel qu'il appert de son bail, **pièce P-10.1**</u>;

23. <u>Le contrat de louage inclut plusieurs accessoires, en addition à la garantie conventionnelle usuelle, soit l'assurance antivol (VWPP ANTIVOL), **pièce P-10.2**, le service d'entretien prépayé (VWPP ENTRETIEN 5 ÉTOILES ID4), **pièce P-10.3**, et l'assurance d'usure excessive (VWPP LEWW), **pièce P-10.4**</u>;

24. La demanderesse choisit ce véhicule principalement parce que son gabarit permet l'embarquement et le transport rapide et sécuritaire de sa mère âgée;

25. Lorsque la demanderesse reçoit son véhicule, celui-ci est en parfait état, tant au niveau mécanique qu'au niveau esthétique, et en ce qui concerne le présent litige, le pare-brise du véhicule est en parfait état;

26. Au courant des années suivantes, la demanderesse a l'habitude de se rendre au travail en utilisant son véhicule et elle stationne généralement son véhicule à l'extérieur, tant durant son quart de travail que lorsqu'elle se trouve à son domicile;

27. Le 11 février 2026, la demanderesse se rend au travail comme à l'habitude, mais stationne exceptionnellement son véhicule, lequel est alors exempt de toute fissure au niveau du pare-brise, dans le stationnement intérieur chauffé de son lieu de travail;

28. Or, lorsque la demanderesse regagne son véhicule à la fin de son quart de travail, elle découvre une large fissure sur le pare-brise de son véhicule, laquelle s'étend de l'extrémité droite du pare-brise, vers le bas, jusqu'au milieu de la vitre, tel qu'il appert des photos prises par la demanderesse le 12 février 2026, en liasse, **pièce P-10.5**;

29. La demanderesse est perplexe et n'est pas en mesure d'identifier la cause de la fissure, son véhicule n'ayant pas subi d'impact et ayant été stationné en lieu sûr durant son quart de travail;

30. La demanderesse contacte rapidement son assureur pour dénoncer le sinistre, mais celui-ci lui recommande de contacter plutôt son concessionnaire;

31. La demanderesse obtempère et contacte son concessionnaire et celui-ci convient d'inspecter la fissure à l'occasion du prochain rendez-vous d'entretien de la demanderesse;

32. Le ou vers le 16 février 2026, la demanderesse amène son véhicule chez son concessionnaire, Volkswagen des Sources, pour inspecter la fissure;

33. Après l'inspection, Volkswagen des Sources informe la demanderesse que leur personnel n'a pas été en mesure d'identifier la source de la fissure et prétend que celle-ci découle d'un facteur externe, de sorte qu'elle ne serait pas couverte par la garantie de la défenderesse;

34. La demanderesse nie vivement cette conclusion et insiste que la fissure ne découle pas d'un impact et devrait être réparée gratuitement, conformément à la garantie, la demanderesse ayant été la seule conductrice du véhicule et n'ayant jamais été témoin d'un choc au niveau du pare-brise de son véhicule;

35. Volkswagen des Sources informe toutefois la demanderesse qu'elle devra contacter la défenderesse directement pour confirmer la portée de la garantie;

36. Or, le ou vers le 18 février 2026, la défenderesse informe la demanderesse que la garantie ne couvre pas les dommages au pare-brise;

37. Considérant le refus de la défenderesse d'effectuer la réparation sans frais, la demanderesse n'a d'autre choix que de payer pour la réparation et, de fait, obtient la réparation de son pare-brise le ou vers le 2 mars 2026 au coût de 239,93 $, après assurances, tel qu'il appert de la facture, **pièce P-10.6**;

38. Le véhicule de la demanderesse affiche alors environ 54 611 kilomètres à l'odomètre, tel qu'il appert à la pièce P-10.6, et n'a pas encore quatre (4) ans;

39. Le véhicule de la demanderesse est ainsi toujours couvert par la garantie conventionnelle de la défenderesse;

40. Avec rétrospection, la demanderesse soupçonne que la cause de la fissure aurait été un choc thermique, puisque le véhicule avait été entreposé dans un garage chauffé au moment de l'apparition de la fissure;

41. (…);

42. La demanderesse estime qu'il est déraisonnable que le pare-brise présente une aussi grande dégradation après trois (3) ans et 54 611 kilomètres d'utilisation, et ce, alors qu'elle a toujours bien entretenu son véhicule et conduit prudemment depuis son achat;

43. En effet, les fissures sur les pare-brises des véhicules visés par la présente demande surviennent prématurément par rapport à la large majorité des véhicules construits par d'autres fabricants;

44. La fragilité des pare-brises des véhicules de la défenderesse va au-delà de ce qui constitue de l'usure normale et ne rencontre aucunement les attentes légitimes

des consommateurs, notamment la demanderesse, compte tenu notamment de la valeur du bien acquis;

45. La demanderesse n'a pas été informée, de quelque façon que ce soit, que le pare-brise de son véhicule risquait de se fissurer aussi facilement;

46. D'ailleurs, à ce jour, aucune campagne de rappel ou d'information n'a été effectuée par la défenderesse afin d'informer le public, les propriétaires, les locataires ou les concessionnaires vendant les modèles affectés du vice qu'il existait un problème de fissure des pare-brises sur ces véhicules;

47. La demanderesse n'aurait pas acheté ou donné un si haut prix pour son véhicule si elle avait été informée de l'existence de ce problème qui affecte directement la qualité du bien, l'aspect visuel et l'intégrité structurelle d'un véhicule ayant été des éléments importants relatifs à la décision de la demanderesse d'acheter son véhicule;

48. Effectivement, la demanderesse aurait magasiné un autre véhicule ou aurait demandé un coût moindre, tenant compte de la qualité moindre du véhicule et du risque à la sécurité des passagers provoqué par la fissure;

49. (…);

50. (…);

51. (…);

52. (…);

53. (…);

54. La demanderesse est en droit de réclamer des dommages compensatoires en guise de remboursement, des dommages-intérêts et une réduction de son obligation, pour la violation des articles 37, 38, 53 et 228 de la L.p.c., ainsi que des articles 1726 1730 du C.c.Q., en sus de dommages-punitifs aux termes de l'article 272 L.p.c.;

V. LES FAITS DONNANT OUVERTURE AU RECOURS INDIVIDUEL DE CHACUN DES MEMBRES DU GROUPE CONTRE LA DÉFENDERESSE

55. Les causes d'action et les fondements juridiques des recours de chacun des membres du Groupe contre la défenderesse sont essentiellement les mêmes que ceux de la demanderesse;

56. Chaque membre a acheté ou loué à long terme un véhicule de marque Volkswagen ID4;

57. Les obligations de la défenderesse ainsi que les fautes et les manquements commis par cette dernière à l'égard des membres sont les mêmes que ceux commis à l'égard de la demanderesse, lesquels sont détaillés ci-bas;

58. Les fissures des pare-brises des véhicules des membres sont survenues de manière prématurée par rapport à ce à quoi ils pouvaient raisonnablement s'attendre, et ce, en contravention à la garantie légale de qualité;

59. De plus, les membres du Sous-groupe consommateur n'ont jamais été informés par la défenderesse de la piètre qualité du pare-brise des véhicules Volkswagen ID.4, et ce, alors qu'il s'agit d'un fait important au sens de la L.p.c.;

60. En raison de ces fautes et manquements, chaque membre du Groupe a subi le même type de préjudice, pour lequel chaque membre est en droit d'obtenir une compensation de la part de la défenderesse;

61. Plus précisément, chaque membre du Groupe est en droit de réclamer une compensation pour réparer ou compenser les dommages matériels causés ou qui seront inévitablement causés à son véhicule;

62. De plus, les membres du Sous-groupe consommateur sont en droit de réclamer un remboursement partiel de leur véhicule pour la violation de l'article 228 L.p.c., ainsi que des dommages-intérêts punitifs conformément à l'article 272 L.p.c.;

63. La demanderesse n'est toutefois pas en mesure d'évaluer le montant global des dommages subis par l'ensemble des membres du Groupe;

VI. CONDITIONS REQUISES POUR L'EXERCICE D'UNE ACTION COLLECTIVE

A. Les demandes des membres soulèvent des questions de droit ou de fait identiques, similaires ou connexes (article 575 (1) C.p.c.)

64. Les questions reliant chaque membre du Groupe à la défenderesse et que la demanderesse entend faire trancher par l'action collective sont les suivantes :

a) Les pare-brises des véhicules de marque Volkswagen ID 4 sont-ils affectés par un problème de fabrication?

b) La défenderesse a-t-elle fait défaut à la garantie de qualité, à la garantie d'usage ou à la garantie de durabilité de la défenderesse au sens du *Code civil du Québec* et de la *Loi sur la protection du consommateur* en raison de ce problème?

c) La défenderesse a-t-elle commis une pratique interdite en passant sous silence un fait important au sens de la *Loi sur la protection du consommateur*, soit que ses produits sont affectés de problèmes de fabrication pouvant affecter notamment l'usage, la valeur de revente et/ou la durabilité du véhicule?

d) La demanderesse et les membres du Groupe sont-ils en droit d'obtenir une réparation en lien avec ces manquements?

    I. Les membres du Groupe sont-ils en droit de réclamer à la défenderesse le remboursement des coûts de réparation assumés ou estimés afin de corriger le problème de fissure occasionné par le défaut de fabrication des pare-brises des véhicules de marque Volkswagen ID 4?

    II. Les membres du Groupe sont-ils en droit de réclamer à la défenderesse le remboursement des frais de remise payés au locateur à la fin d'un contrat de location à long terme au motif d'usure excessive?

    III. Les membres du Sous-groupe consommateur sont-ils en droit de réclamer à la défenderesse une diminution du prix de vente et/ou de location de leurs véhicules en lien avec la pratique interdite commise?

    IV. Les membres du Sous-groupe consommateur sont-ils en droit de réclamer des dommages punitifs à la défenderesse en lien avec les manquements à la *Loi sur la protection du consommateur*?

e) Quel est le montant des dommages auxquels ont droit la demanderesse et les membres du Groupe?

65. Chacune des questions ci-dessus ne nécessite aucune analyse individuelle et est susceptible de mener à une réponse qui profitera à l'ensemble des membres du Groupe;

B. Les faits allégués paraissent justifier les conclusions recherchées (article 575 (2) C.p.c.)

66. La demanderesse et les membres du Groupe disposent d'un recours en vices cachés au sens du C.c.Q. en lien avec les faits soulevés dans la présente demande;

67. À cet égard, les principales dispositions applicables sont les articles 1726, 1729 et 1730 C.c.Q.;

68. La fragilité des pare-brises des véhicules distribués par la défenderesse est un défaut grave qui rend les véhicules touchés impropres à l'usage auquel on les destine et qui diminue tellement leur utilité que les acheteurs ne les auraient pas achetés;

69. En effet, la demanderesse et les membres du Groupe sont en droit de s'attendre à ce que la défenderesse leur fournisse un véhicule muni d'un pare-brise résistant, exempt d'imperfections visuelles, assurant une visibilité sécuritaire et protégeant les passagers en cas d'accident dans le cadre d'un usage normal du véhicule, et ce, pour une durée raisonnable;

70. Or, la fragilité du pare-brise constitue un défaut grave, en ce qu'elle affecte la sécurité du véhicule, altère son aspect visuel, réduisant ainsi la jouissance de son utilisateur, et affecte négativement la durabilité et la valeur marchande du bien, rendant celui-ci vulnérable aux intempéries et aux différentes formes d'impacts;

71. Les fissures dans le pare-brise des véhicules Volkswagen ID.4 surviennent d'ailleurs prématurément et plus facilement par rapport à des véhicules d'autres fabricants comportant la même durée d'utilisation dans des conditions comparables;

72. Le défaut affectant le pare-brise des véhicules Volkswagen ID.4 ne résulte d'ailleurs pas de l'usure normale du bien, ces véhicules n'étant commercialisés que depuis 2020, tel qu'il appert de la pièce P-3;

73. Ce défaut est d'ailleurs occulte, n'ayant pas pu et ne pouvant pas être décelé par un examen ordinaire au moment de l'acquisition, et ce, ni par la demanderesse, ni par les membres du Groupe;

74. Enfin, bien que le défaut affectant le pare-brise des Volkswagen ID.4 se manifeste souvent après l'achat des véhicules en litige, celui-ci découle d'un défaut latent affectant déjà les véhicules en litige au moment de l'achat;

75. À titre de fabricante, la défenderesse est présumée connaître l'existence du défaut affectant les véhicules achetés par les membres du Groupe;

76. De plus, contrairement à la défenderesse, la demanderesse et les membres du Groupe sont présumés de bonne foi et n'avoir aucune connaissance du défaut;

77. Pourtant, la demanderesse et les autres membres du Groupe n'ont à aucun moment été informés de ce défaut par la défenderesse et le défaut leur est donc demeuré inconnu au moment de l'achat de leur véhicule;

78. Dans un autre ordre d'idées, la demanderesse et la plupart des membres du Groupe sont des membres du Sous-groupe consommateur et bénéficient donc de la protection additionnelle offerte par la L.p.c.;

79. En effet, aux termes de l'article 262 L.p.c., la L.p.c. est une loi d'ordre public et le consommateur ne peut renoncer aux droits que cette loi lui confère;

80. L'un des objectifs principaux de la L.p.c. est de rééquilibrer le rapport de force entre consommateurs et commerçants, notamment en offrant aux consommateurs des recours complémentaires au recours en vice caché de droit commun et en leur reconnaissant, entre autres, le droit de bénéficier d'une information complète avant de se procurer un bien ou un service;

81. Dans cette optique, les principales dispositions applicables au présent dossier sont les articles 37, 38, 53, 54 et 228 L.p.c.;

82. Ainsi, en tout état de cause, et sans limiter ce qui précède, la conduite de la défenderesse constitue une faute engageant sa responsabilité en vertu de la L.p.c. et du C.c.Q., notamment, en ce qu'elle :

    a. ne s'est pas acquitté de sa garantie de qualité, de sa garantie d'usage et de sa garantie de durabilité, et ce, en fournissant aux consommateurs un bien atteint d’un défaut grave et ne pouvant pas servir à l’usage auquel il se destine pour une durée raisonnable, eu égard à son prix et aux conditions normales d’utilisation du bien;

b. n’a pas informé les membres du Sous-groupe consommateur de l’existence de défauts et/ou de lacunes pourtant connues quant à la durabilité et à la qualité du pare-brise de ses véhicules, et ce, alors que s’ils avaient été mis au fait de cette carence, ils n’auraient pas accepté de payer un prix aussi élevé pour l’achat ou la location de leur véhicule, ou auraient considéré se procurer un autre véhicule;

83. La demanderesse et les membres du Groupe bénéficient par ailleurs de nombreuses présomptions légales et jurisprudentielles au soutien de leur recours, entre autres, la présomption absolue du préjudice de l’article 272 L.p.c., la présomption de connaissance du vice par le fabricant de l’article 53, al. 3 L.p.c., et la présomption d’antériorité du vice de l’article 1729 C.c.Q.;

84. En conséquence des fautes et manquements commis par la défenderesse, la demanderesse et les membres du Groupe ont subi et continuent de subir un préjudice;

85. Les dommages subis par la demanderesse et les membres du Groupe résultent tous d’une dégradation prématurée de leur véhicule par rapport à leur durée de vie raisonnable compte tenu du prix et des conditions normales d’utilisation du bien, et quant aux membres du Sous-groupe consommateur plus spécifiquement, de l’omission de la défenderesse de leur dévoiler un fait important visant la qualité du bien vendu;

86. La demanderesse et les membres du Sous-groupe consommateur sont également justifiés de réclamer des dommages punitifs puisque la défenderesse a adopté une attitude laxiste et passive, voire un comportement d’ignorance, d’insouciance ou de négligence sérieuse à l’égard de ses droits ainsi que de ceux des autres membres du Groupe;

87. Les dommages-intérêts punitifs prévus à l’article 272 L.p.c. ont un objectif préventif, soit celui de décourager la répétition d’une telle conduite indésirable;

88. En l’espèce, la défenderesse a sciemment mis sur le marché des produits de piètre qualité, et ce, pendant plusieurs années, et à des prix disproportionnés par

rapport à leur qualité, le tout sans informer les consommateurs du défaut latent affectant leurs produits;

89. Or, malgré les plaintes de consommateurs au fil du temps, la défenderesse a omis de modifier ses pratiques de commerce, que ce soit en corrigeant la qualité de ses produits, en diminuant le prix de ses véhicules, voire simplement en informant convenablement les consommateurs de la qualité réelle de ses produits, ce qui dénote une attitude d'ignorance, d'insouciance ou de négligence sérieuse à l'égard des droits des consommateurs;

90. Les manquements privant les consommateurs de leur droit à une information complète sont d'ailleurs graves, particulièrement lorsqu'ils concernent un élément aussi essentiel au contrat que la qualité du bien vendu et sa détérioration prématurée;

91. La défenderesse a les moyens et la capacité d'informer convenablement les consommateurs en temps opportun, mais fait volontairement le choix de passer sous silence un fait important, étant plus soucieuse de son image et de ses ventes, le tout en violation de la L.p.c.;

92. Somme toute, la demanderesse et les membres du Groupe sont donc en droit de réclamer de la défenderesse :

   a. Des dommages compensatoires en remboursement :
      i. Des coûts engagés ou estimés pour réparer le pare-brise de leur véhicule; et/ou
      ii. Des frais de remise payés au locateur à la fin d'un contrat de location à long terme au motif d'usure excessive en lien avec le pare-brise;
   b. Une réduction de leurs obligations pour manquement de la défenderesse à son obligation de dévoiler un fait important, équivalente à la différence entre le prix payé pour le véhicule et la valeur réduite de ce dernier;
   c. Des dommages punitifs en lien avec les manquements de la défenderesse à ses obligations prévues à la L.p.c.;

C. La composition du groupe rend difficile ou peu pratique l'application des règles sur le mandat d'ester en justice pour le compte d'autrui ou sur la jonction d'instance (article 575 (3) C.p.c.)

93. La composition du Groupe rend difficile ou peu pratique l'application des règles sur le mandat d'ester en justice pour le compte d'autrui ou sur la jonction d'instance pour les motifs ci-après exposés;

94. La demanderesse estime que plusieurs centaines, voire milliers de personnes réparties sur l'ensemble du territoire de la province de Québec, ont subi une ou des fissures dans le pare-brise de leur véhicule Volkswagen ID 4 de la manière décrite dans la présente demande;

95. Il en va de même pour les personnes qui ont acheté les véhicules visés par le recours;

96. Plusieurs consommateurs ont manifesté leur mécontentement avec les fissures au niveau du pare-brise affectant les véhicules Volkswagen ID.4;

97. Notamment, l'ancien demandeur a pris l'initiative de créer un groupe Facebook rassemblant les consommateurs victimes de fissures précoces du pare-brise de leur véhicule Volkswagen ID.4, rassemblant, en date de la demande d'autorisation originale, 298 membres, tel qu'il appert des captures d'écran du groupe, **pièce P-19**, et aujourd'hui, 588 membres;

98. Ce groupe renferme le témoignage de plusieurs clients de la défenderesse, dont le véhicule est atteint des mêmes défauts que ceux du véhicule de la demanderesse, tel qu'il appert de la pièce P-20;

99. Soixante-trois (63) membres de ce groupe ont également noté les détails spécifiques des fissures du pare-brise de leur véhicule, tel qu'il appert de la Liste des membres putatifs propriétaires d'un véhicule Volkswagen modèle ID.4, **pièce P-20**;

100. Or, il est impossible et impraticable pour la demanderesse d'identifier et de retracer l'ensemble des membres du Groupe afin que ceux-ci puissent se joindre à une même demande en justice, car elle n'a évidemment pas accès à une liste des propriétaires de véhicules distribués par la défenderesse;

101. Il serait tout aussi impossible et impraticable pour la demanderesse d'obtenir un mandat ou une procuration de chacun des membres du Groupe;

102. Il serait également peu pratique et contraire aux intérêts d'une saine administration de la justice ainsi qu'à l'esprit du *Code de procédure civile* que chacun des membres potentiels intente une action individuelle contre la défenderesse;

103. En effet, le coût des actions individuelles de chacun des membres du Groupe serait disproportionné par rapport aux réclamations de ces actions;

104. Ainsi, l'action collective est le véhicule procédural le plus approprié pour permettre à chacun des membres du Groupe de faire valoir sa réclamation découlant des faits allégués dans la présente demande;

D. Le membre auquel le tribunal entend attribuer le statut de représentant est en mesure d'assurer une représentation adéquate des membres (article 575 (4) C.p.c.)

105. La demanderesse est en mesure d'assurer une représentation adéquate des membres du Groupe et demande donc que le statut de représentante lui soit attribué, et ce, pour les motifs ci-après exposés;

106. La demanderesse est membre du Groupe et détient des intérêts personnels dans la recherche des conclusions qu'elle propose;

107. La demanderesse est compétente, en ce qu'elle aurait eu le potentiel d'être mandataire de l'action si celle-ci avait procédé en vertu de l'article 91 du *Code de procédure civile*;

108. Il n'existe aucun conflit entre les intérêts de la demanderesse et ceux des membres du Groupe;

109. La demanderesse possède une excellente connaissance du dossier et comprend pleinement la nature de l'action qu'il entreprend;

110. La demanderesse a elle-même été victime notamment d'une fissure au niveau du pare-brise son véhicule de marque Volswagen ID 4, ayant en conséquence subi personnellement les manquements reprochés de la défenderesse et les dommages détaillés dans la présente demande;

111. La demanderesse a entrepris des démarches pour initier la présente action collective après avoir constaté que le problème de fissure au niveau du pare-brise des véhicules Volkswagen ID 4 était commun;

112. La demanderesse a décidé de poursuivre la présente action collective puisqu'elle aimerait que les consommateurs cessent d'être lésés en achetant des produits de piètre qualité, et puisqu'elle souhaite que les consommateurs puissent se procurer des biens sécuritaires qui durent;

113. La demanderesse a transmis à ses avocats toutes les informations pertinentes à la présente demande dont elle dispose et les a mandatés pour tenter d'identifier davantage de membres;

114. La demanderesse s'engage par ailleurs à continuer à collaborer pleinement avec ses avocats et à se rendre disponible afin que l'issue de l'action collective soit positive pour l'ensemble des membres;

115. La demanderesse est disposée à consacrer le temps requis pour bien représenter les membres du Groupe dans le cadre de la présente action collective, et ce, autant au stade de l'autorisation qu'au stade du mérite;

116. Dans le cadre de la rédaction de la présente demande, la demanderesse a fait preuve d'une grande disponibilité envers ses avocats;

117. La demanderesse entend représenter honnêtement et loyalement les intérêts des membres du Groupe;

118. La demanderesse démontre un vif intérêt envers la présente cause et exprime le désir d'être tenue informée à chacune des étapes du processus;

119. La demanderesse est donc en excellente position pour représenter adéquatement les membres du Groupe dans le cadre de l'action collective envisagée;

120. Il est donc opportun d'autoriser l'exercice d'une action collective pour le compte des membres du Groupe;

VII. LA NATURE DU RECOURS

121. La nature du recours que la demanderesse entend exercer contre la défenderesse est:

> Une action en dommages-intérêts, en réduction des obligations et en dommages punitifs.

VIII. CONCLUSIONS RECHERCHÉES

122. Les conclusions recherchées sont:

A. **ACCUEILLIR** l'action de la demanderesse pour le compte de tous les membres du Groupe;

B. **CONDAMNER** la défenderesse à payer à chacun des membres du Groupe une somme correspondant au montant des travaux payés ou estimés pour la réparation des dommages subis à leur véhicule par la dégradation du pare-brise, à la différence entre le prix de vente du véhicule et la valeur diminuée du véhicule, et/ou aux frais de remise payés au locateur à la fin d'un contrat de location à long terme au motif d'usure excessive en raison des fissures au pare-brise, avec intérêts au taux légal plus l'indemnité additionnelle prévue à l'article 1619 du *Code civil du Québec,* et ce, à compter de la date de signification de la présente demande;

C. **CONDAMNER** la défenderesse à payer à chacun des membres du Groupe une somme à être déterminée à titre de dommages-intérêts pour manquement à l'obligation d'information, avec intérêts au taux légal plus l'indemnité additionnelle prévue à l'article 1619 du *Code civil du Québec*, et ce, à compter de la date de signification de la présente demande;

D. **CONDAMNER** la défenderesse à payer à chacun des membres du Sous-groupe consommateur une somme à être déterminée à titre de dommages-intérêts punitifs, avec intérêts au taux légal plus l'indemnité additionnelle prévue à l'article 1619 du *Code civil du Québec*, et ce, à compter de la date du jugement à intervenir;

E. **ORDONNER** que la réclamation de chacun des membres du Groupe fasse l'objet d'une liquidation individuelle;

F. **CONDAMNER** la défenderesse à tout autre remède approprié jugé juste et raisonnable;

G. **CONDAMNER** la défenderesse aux frais de justice, y compris les frais d'experts et de publication d'avis aux membres;

IX. DISTRICT JUDICIAIRE DE L'ACTION COLLECTIVE

123. La demanderesse propose que l'action collective soit exercée devant la Cour supérieure siégeant dans le district de Montréal pour les raisons suivantes:

   a. En raison des données géographiques, la majorité des membres du Groupe réside vraisemblablement dans le district judiciaire de Montréal;
   b. Les avocats de la demanderesse ont leur bureau dans ce district judiciaire;
   c. La Cour supérieure du district judiciaire de Montréal est dotée d'une chambre dédiée aux actions collectives, comportant des juges détenant une expérience dans la gestion de ce type de dossier;

POUR CES MOTIFS, PLAISE AU TRIBUNAL:

ACCUEILLIR la présente demande de la demanderesse;

AUTORISER l'exercice de l'action collective ci-après décrite:

Une action en dommages-intérêts, en réduction des obligations et en dommages punitifs.

ATTRIBUER à **MARTIN GERVAIS** le statut de représentant aux fins d'exercer une action collective pour le compte du Groupe ci-après décrit:

IDENTIFIER comme suit les principales questions de fait et de droit qui seront traitées collectivement:

a) Les pare-brises des véhicules de marque Volkswagen ID 4 sont-ils affectés par un problème de fabrication?

b) La défenderesse a-t-elle fait défaut à la garantie de qualité, à la garantie d'usage ou à la garantie de durabilité de la défenderesse au sens du *Code civil du Québec* et de la *Loi sur la protection du consommateur* en raison de ce problème?

c) La défenderesse a-t-elle commis une pratique interdite en passant sous silence un fait important au sens de la *Loi sur la protection du consommateur*, soit que ses produits sont affectés de problèmes de fabrication pouvant affecter notamment l'usage, la valeur de revente et/ou la durabilité du véhicule?

d) La demanderesse et les membres du Groupe sont-ils en droit d’obtenir une réparation en lien avec ces manquements?

I. Les membres du Groupe sont-ils en droit de réclamer à la défenderesse le remboursement des coûts de réparation assumés ou estimés afin de corriger le problème de fissure occasionné par le défaut de fabrication des pare-brises des véhicules de marque Volkswagen ID 4?

II. Les membres du Groupe sont-ils en droit de réclamer à la défenderesse le remboursement des frais de remise payés au locateur à la fin d’un contrat de location à long terme au motif d’usure excessive?

III. Les membres du Sous-groupe consommateur sont-ils en droit de réclamer à la défenderesse une diminution du prix de vente et/ou de location de leurs véhicules en lien avec la pratique interdite commise?

IV. Les membres du Sous-groupe consommateur sont-ils en droit de réclamer des dommages punitifs à la défenderesse en lien avec les manquements à la *Loi sur la protection du consommateur*?

e) Quel est le montant des dommages auxquels ont droit la demanderesse et les membres du Groupe?

IDENTIFIER comme suit les conclusions recherchées qui s’y rattachent:

A. ACCUEILLIR l’action de la demanderesse pour le compte de tous les membres du Groupe;

B. CONDAMNER la défenderesse à payer à chacun des membres du Groupe une somme correspondant au montant des travaux payés ou estimés pour la réparation des dommages subis à leur véhicule par la dégradation du pare-brise, à la différence entre le prix de vente du véhicule et la valeur diminuée du véhicule, et/ou aux frais de remise payés au locateur à la fin d’un contrat de location à long terme au motif d’usure excessive en raison des fissures au pare-brise, avec intérêts au taux légal plus l'indemnité additionnelle prévue à l'article 1619 du *Code civil du Québec,* et ce, à compter de la date de signification de la présente demande;

C. CONDAMNER la défenderesse à payer à chacun des membres du Groupe une somme à être déterminée à titre de dommages-intérêts pour manquement à l'obligation d'information, avec intérêts au taux légal plus l'indemnité additionnelle prévue à l'article 1619 du *Code civil du Québec*, et ce, à compter de la date de signification de la présente demande;

D. **CONDAMNER** la défenderesse à payer à chacun des membres du Sous-groupe consommateur une somme à être déterminée à titre de dommages-intérêts punitifs, avec intérêts au taux légal plus l'indemnité additionnelle prévue à l'article 1619 du *Code civil du Québec*, et ce, à compter de la date du jugement à intervenir;

E. **ORDONNER** que la réclamation de chacun des membres du Groupe fasse l'objet d'une liquidation individuelle;

F. **CONDAMNER** la défenderesse à tout autre remède approprié jugé juste et raisonnable;

G. **CONDAMNER** la défenderesse aux frais de justice, y compris les frais d'experts et de publication d'avis aux membres;

DÉCLARER qu'à moins d'exclusion, les membres du Groupe seront liés par tout jugement à intervenir sur l'action collective de la manière prévue par la loi;

FIXER le délai d'exclusion à trente (30) jours après la date de publication de l'avis aux membres, délai à l'expiration duquel les membres du Groupe qui ne se seront pas prévalus des moyens d'exclusion seront liés par tout jugement à intervenir;

ORDONNER la publication d'un avis aux membres du Groupe selon les termes et modalités que le Tribunal verra à déterminer;

RÉFÉRER le dossier au juge en chef pour détermination du district dans lequel l'action collective devra être exercée et pour désignation du juge qui en sera saisi;

ORDONNER au greffier de cette Cour, pour le cas où la présente action collective devait être exercée dans un autre district, de transmettre le dossier, dès décision du juge en chef, au greffier de cet autre district;

LE TOUT avec les frais de justice, y compris les frais d'expert et de publication d'avis aux membres.

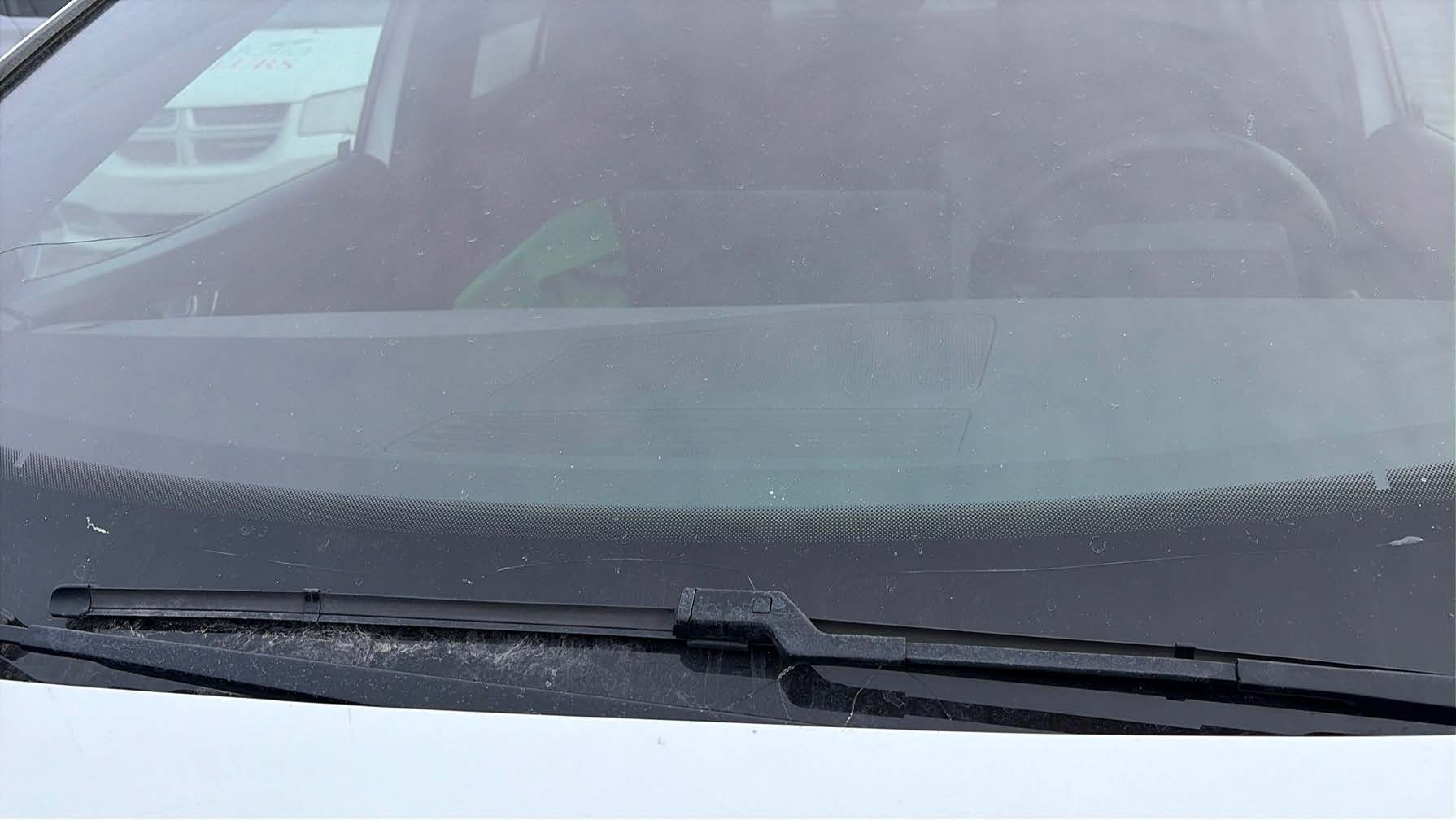
MONTRÉAL, le (DATE) 2026

LAMBERT AVOCATS
(M^e^ Jimmy Ernst Jr. Laguë-Lambert)
(M^e^ Benjamin W. Polifort)
(M^e^ Philippe Brault)
(M^e^ Loran-Antuan King)
1200, av. McGill College, bureau 1800
Montréal (Québec) H3B 4G7
Téléphone : (514) 526-2378
Télécopieur : (514) 878-2378
jlambert@lambertavocats.ca
bpolifort@lambertavocats.ca
pbrault@lambertavocats.ca
aking@lambertavocats.ca

Avocats de la demanderesse

PIÈCE P-10.1


PARTY EXPE



Volkswagen Finance

Cliente **PIÈCE P-10.2**

76-302-6650 E (07/2019)

LEASE AGREEMENT

DATE OF LEASE	APPROVAL NUMBER
Mar 17, 2023	14141696

1A. LESSOR

NAME AND ADDRESS
Volkswagen des Sources o/b 9166548 Canada Inc.
2311 PLACE TRANSCANADIENNE DORVAL H9P 2X7 QC Canada
GST Reg. #: 818689598 QST Reg. #: 1222447310

Website: www.volkswagendessources.ca

DEALER # 4994765

PERMIT # 79291

☒ Primarily for Personal, Family or Household Use

☐ Primarily for Business Use

1B. LESSEE	**1C. CO-LESSEE**
NAME OF INDIVIDUAL OR PARTNER NICOLE YIP-HOI 15/9/1974 FIRST NAME MIDDLE NAME LAST NAME BIRTHDATE (dd/mm/yyyy)	NAME OF INDIVIDUAL OR PARTNER FIRST NAME MIDDLE NAME LAST NAME BIRTHDATE (dd/mm/yyyy)
STREET & P.O. BOX (IF USED FOR MAILING) 446 Rue Morningside	STREET & P.O. BOX (IF USED FOR MAILING)
CITY, PROV., POSTAL CODE Dollard Des Ormeaux QC H9G 1K1	CITY, PROV., POSTAL CODE
EMAIL ADDRESS nicolenotions@gmail.com	EMAIL ADDRESS

1D. BUSINESS LEASE ☐ **CORPORATION** ☐ **PARTNERSHIP**

BUSINESS / PARTNERSHIP NAME	BUSINESS ADDRESS

You, (the Lessee and Co-Lessee, if applicable, are collectively referred to as "you") agree to lease from the Dealer the following described vehicle ("Vehicle") in accordance with the terms and conditions of this Lease Agreement ("Lease"). The Dealer will assign this Lease and leased Vehicle described below to VW Credit Canada, Inc. ("VCCI"). Once this Lease and leased Vehicle have been assigned to VCCI, the references to "Lessor", "Dealer" and "Merchant" shall mean "VCCI".

1E. ASSIGNEE

VW Credit Canada, Inc. ("VCCI")
500-1340 Pickering Pky, Pickering, Ontario, L1V 0C4

GST Reg. # **R121852503** QST Reg. # **1009624402**

2. VEHICLE DESCRIPTION

NEW / USED / DEMO	YEAR	MAKE	MODEL	COLOUR	VEHICLE IDENTIFICATION NUMBER
New	2023	Volkswagen	ID.4 Pro RWD (w/ LG Bat	Oryx White Pearl	1V22MPE83PC013112

ODOMETER READING (kms)	LICENCE PLATE NUMBER	TRANSMISSION	DESCRIBE DEALER INSTALLED APPROVED EQUIPMENT
90	K89 VJE	☒ AUTO. ☐ MAN.	N/A

The Vehicle will be garaged at 446 Rue Morningside Dollard Des Ormeaux QC H9G1K1
(STREET, CITY, PROV., POSTAL CODE)

You will advise VCCI in writing at least **10** days prior to any change of your address or the Vehicle's garaging address.

3. DISCLOSURE

A. VEHICLE VALUE

(1)	Vehicle price used in calculating Lease payments [includes accessories, extra equipment, freight, pre-delivery inspection, air tax, and other applicable taxes (except Goods and Services Tax (GST) and Quebec Sales Tax (QST))]		$ 58,369.00
(2)	Credit Life Insurance (if financed)		$ -
(3)	Credit Disability Insurance (if financed)		$ -
(4)	Extended Warranty (if financed)		$ -
(5)	Other **Optional** products / Services (specify below):		
	(a) VWPP ANTIVOL		$ 299.00
	(b) ENTRETIEN 5 ETOILES ID4		$ 629.00
	(c) VWPP LEWW		$ 1,164.00
	(d)		$ -
(6)	Cash Down Payment		$ 12,644.05
(7)	Other Credit (specify):		$ 0.00
(8)	Trade-In Allowance	$ -	$
	Less: Balance owning on Trade-In	$ (-)	
	VIN:		
	Net Trade-In Allowance (Trade-In Minus the Balance Owing, if applicable)		$ -

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3. DISCLOSURE (Continued)

(9)	Net Amount Used in Calculating Base Lease Payment (Sum of 1 + 2 + 3 + 4 + 5 - 6 - 7 - 8)		$ 47,816.95
(10)	Residual Value		$ 22,832.90
(11)	Amount to be amortized [(9) minus (10)]		$ 24,984.05

B. LEASE RATE AND CHARGES

(1)	Annualized Lease Rate	8.24 %	
(2)	Total interest Charges	$ 11,701.87	
(3)	**LEASE TERM** ("Term")	48 months	
(4)	Payment Schedule	Monthly	
(5)	Number of Payments	48 payments	
(6)	Base Lease Payment		$ 764.29
(7)	GST – Taxable Payment Amount: $ 764.29		$ 38.21
(8)	QST – Taxable Payment Amount: $ 764.29		$ 76.24
(9)	**Scheduled Payment** [Sum of **(6)** through **(8)**]		$ 878.74
(10)	Total of all Scheduled Payments [**(5)** times **(9)**]		$ 42,179.52

C. AMOUNT DUE AT LEASE INCEPTION

(1)	Credit to Initial Value of Vehicle		
	(a) Cash Down Payment	$ 12,644.05	
	(b) Net Trade-In Allowance	$ -	
	(c) Sum of **((a) + (b))**		$ 12,644.05
(2)	1st Scheduled Payment (including taxes)		$ 878.74
(3)	Refundable Security Deposit		$ -
(4)	Single Payment (including taxes)		$ -
(5)	Cost of publication at Register of Personal and Moveable Real Rights		$ 40.00
(6)	Additional publication service fee		$ 11.50
(7)	Vehicle Licence Fees		$ -
(8)	Extended Warranty		$ -
(9)	Other VW FORMATION ET RECONNAISSANCE		$ 0.00
(10)	GST (Where applicable)		$ 634.78
(11)	QST (Where applicable)		$ 1,266.38
(12)	**TOTAL AMOUNT DUE UPON SIGNING** [Sum of **(1)** through **(11)**]		$ 15,475.45

D. TOTAL COST OF LEASE TRANSACTION UPON COMPLETION, IF YOU DO NOT ELECT TO PURCHASE THE VEHICLE

Excluding security deposit, plus any charges for excess wear and tear, excess kilometers, and late payments [**B(10) + C(12) - C(2) - C(3) - C(4)**] $ 56,776.23

E. PURCHASE OPTION

(1)	Purchase Option Fee	$ 500.00
(2)	Total transaction costs if you elect to purchase the Vehicle at the end of the Lease [**D + E(1)** + Residual Value in paragraph **4**]: PLUS applicable GST/HST and QST on **E(1)** and on Residual Value at time of purchase	$ 80,109.13

F. LEASE TERM AND PAYMENT DUE DATES

This Lease will start on the Effective Date of Lease and will end 48 months from the Effective Date of Lease ("Lease Expiration Date").

The first Scheduled Payment is due on the Effective Date of Lease and subsequent Payments will be due on:

• the 17th day of each consecutive month thereafter. Monthly payments due on the **29th**, **30th** or **31st** will be due on the last day of the month for any months where due date does not exist, **or**

• each (day of the week Mon-Fri) ______ every **14** days from (date on which the next payment is due) ____________; **or**

• every (day of the week, Mon-Fri) ______ of each consecutive week from (date on which the next payment is due) ____________.

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3. DISCLOSURE (Continued)

G. ALLOWABLE AND EXCESSIVE KILOMETRES (kms)

Average Annual Allowable kms 20,000 kms
Total Allowable kms for the Term 80,000 kms
Excess Kms Charge 12 cents per km (plus applicable GST and QST)

4. RESIDUAL VALUE

For the purposes of this Lease, the Residual Value will be $ 22,832.90, which represents the estimated value of the Vehicle at the end of the Lease Expiration Date.

5. OPTIONAL EXTENDED WARRANTY

EXTENDED WARRANTY IS NOT REQUIRED TO ENTER INTO THIS LEASE.

However, by signing below, you elect to purchase optional Extended Warranty on the Vehicle. The term of this protection will be______ months from the date of Vehicle delivery or until the Vehicle's odometer shows ___________ kms, whichever occurs first. If you have decided to purchase this warranty, you have reviewed the terms of the contract which describe provider information and the details of this protection and received a copy of the completed contract.

NAME OF EXTENDED WARRANTY PROVIDER	CONTRACT #
N/A	N/A
☐ You choose to purchase an Extended Warranty for $ 0.00 and pay for it during the Term as part of the scheduled Payments.	OR ☐ You have paid cash for the Extended Warranty.
Your Signature: X __________	Your Signature: X __________ (2nd Person if any)

6A. OPTIONAL CREDIT INSURANCE

CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO ENTER INTO THIS LEASE

However, by signing below, you elect to purchase Optional Credit Life Insurance and/or Credit Disability Insurance on the Terms and Conditions contained in the policy to be issued by the Insurer indicated below, and you acknowledge receipt of a notice or agreement with respect to the said policy.

NAME OF INSURER

N/A

Your Signature: X __________	Your Signature: X __________ (2nd Person if any)

6B. REQUIRED INSURANCE

You must pay for and maintain the following minimum coverages during the Lease Term and until the Vehicle is returned to VCCI:

(a) public liability insurance for bodily injury or death for not less than **$1,000,000**;

(b) property damage liability insurance for not less than **$1,000,000**;

(c) comprehensive perils insurance, including fire and theft, for the Vehicle's actual value (payable in cash and not by a replacement vehicle) with a maximum deductible as follows: **$1,000** for vehicles with a retail selling price up to **$50,000**; and **$2,500** for vehicles with a retail selling price above **$50,000**;

(d) collision insurance for the Vehicle's actual value (payable in cash and not by a replacement vehicle) with a maximum deductible as follows: **$1,000** for vehicles with a retail selling price up to **$50,000**; and **$2,500** for vehicles with a retail selling price above **$50,000**; and

(e) uninsured motorist insurance where required by law.

The policy must name VCCI as additional insured. The policy must provide you and VCCI with at least **30** days advance written notice of any rescindment, cancellation, change or reduction in coverage. If you fail to maintain the required insurance, VCCI has the right, but not the obligation, to obtain such insurance on your behalf at your expense. You assign to VCCI any proceeds resulting from the insurance, including any premium reimbursement.

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TERMS AND CONDITIONS

1. **LIMITED POWER OF ATTORNEY.** You hereby appoint VCCI as your attorney-in-fact to sign your name on any title, registration document applicable to the Vehicle, to complete any required document relating to an insurance loss and to endorse on your behalf any cheque in settlement for damage to or loss of the Vehicle and premium reimbursement. This Limited Power of Attorney may not be revoked at any time, unless VCCI provides its prior written consent.

2. **LATE CHARGES, RETURNED INSTRUMENT CHARGES.** You agree to pay with respect to any Scheduled Payment which is not paid in full within **10** days after it is due, a late charge in an amount equal to an interest rate of **20%** per year on the full amount of the past due Payment. If payment is made by a cheque or any other instrument or by electronic funds transfer, and such instrument or transfer is subsequently returned to VCCI, you agree to pay VCCI a fee of **$25**; if permitted by provincial law.

3. **TAXES, FEES AND OTHER CHARGES.** In addition to lease payments and other charges under this Lease, you will pay all taxes (excluding VCCI income taxes), fees, fines and other charges imposed or levied by any governmental authority with respect to the Vehicle, this Lease or payments under this Lease at the rates in effect from time to time. These include, without limitation, all sales, use, excise, ad valorem taxes and Quebec sales tax ("QST") and federal goods and services tax ("GST"). You will be responsible for and will pay any rate increase in such taxes above the rates specified in the Lease and any other form of tax increase or new tax or charge regardless of the tax rates indicated in the Lease. If you fail to pay a tax, fine, penalty, parking ticket or repair or storage lien charge and VCCI elects to pay, then you agree to immediately reimburse VCCI for the amount paid by VCCI plus a **$25** administration fee per incident; if permitted by provincial law.

4. **VEHICLE USE.** You agree not to use the Vehicle for any unlawful purpose, hire, rental or livery, nor permit it to be removed, exported or to attempt to export same from Canada without VCCI's prior written approval. Nor shall you permit the Vehicle to be driven by anyone who is specifically excluded in the insurance policy covering the Vehicle. You agree to keep the Vehicle and this Lease free of all fines, liens, prior claims, hypothecs or other rights in favour of a third party, encumbrances and claims. You agree not to make any changes to the vehicle such as altering, marking or installing equipment or parts including, but not limited to, a trailer hitch without VCCI's prior consent. Approved and residualized factory or dealer installed modifications must remain on the vehicle, and all other modifications shall be removed at your sole expense.

   You agree that your address for notice under any applicable laws shall be the address provided for in this Contract, and that VCCI may send any notice, as required, by regular mail to this address and/or by email. You must inform VCCI immediately of any change of address throughout the duration of the Lease. If you fail to inform VCCI of your change of address, VCCI may send any notice to your last known address (physical or electronic) and you will be deemed to have received same.

5. **MAINTENANCE.** You agree to maintain the Vehicle in good operating condition and appearance at all times in accordance with the manufacturer's recommendations in the Owner's Manual and the Warranty and Maintenance Guide which are supplied with the Vehicle and also as the manufacturer requests in any recall campaign, so as to keep the manufacturer's warranty in effect. You shall pay all costs of operation, maintenance, fuel and repairs not covered by the manufacturer's warranty. The Vehicle is provided with a maintenance record booklet which is to be signed by the authorized dealer performing the recommended maintenance and which is to be kept in the Vehicle at all times. You shall make this maintenance record or other proof of service and repairs available to VCCI for review upon request during the Term of the Lease and shall provide these records to VCCI upon expiration of the Lease if you do not exercise the Purchase Option. You agree not to make any changes to the Vehicle which would decrease its economic value or functional utility without VCCI's prior written consent. If the Vehicle sustains any physical damage that is not a result of normal wear and use, but rather the result of a collision, misuse, negligence or alteration, then you agree to cause the Vehicle to be repaired to its pre-damage condition unless the Vehicle is deemed not economically repairable. All repairs must be made to original factory safety specifications by a Manufacturer authorized or approved repair facility using the manufacturer's recommended new or remanufactured genuine replacement parts or equipment. You agree that VCCI may inspect the Vehicle at any reasonable time upon request.

6. **EXCESS WEAR AND TEAR.** If the Vehicle is exposed to excess wear and tear, you agree to pay the estimated cost to make all repairs to the Vehicle that are the result of excessive wear and tear, whether or not VCCI makes the repairs.

7. **VEHICLE RETURN.** If you do not elect to purchase the Vehicle at Lease Expiration Date:

   A. You agree to make the Vehicle available for inspection at VCCI's request. If you are not present for the inspection, or do not sign the condition report, you agree that VCCI's representative's report shall be considered as fair and binding.
   B. You must return the Vehicle to the delivering dealer, or to another reasonable location selected by VCCI within 1 working day after the Lease Expiration Date.
   C. If you fail to return the Vehicle, you will be in default and in addition you will owe VCCI the amount of the Payment for each period or portion thereof until you return the Vehicle. You will also be required to pay the amount of any damages which VCCI incurs because you did not return the Vehicle to VCCI. You are not entitled to continue to keep the vehicle because you have made payments under this Paragraph **13**.
   D. You must provide the Vehicle's service maintenance records upon request.
   E. You will pay an amount for excess wear and tear as per Paragraph 12.
   F. You will pay any applicable excess kilometre charge under Paragraph **15** and any applicable and outstanding late payment penalties under Paragraph **8**.

8. **REFUNDABLE SECURITY DEPOSIT.** Upon commencement of the Lease you must pay VCCI a Security Deposit as set forth in Paragraph **3C(3)**. VCCI may apply this to any amount you may owe when the Lease is rescinded or expires. VCCI will refund it if you have fulfilled all obligations under the Lease. The Security Deposit will not bear interest during or after the Lease Term.

9. **KILOMETRES.** The Base Lease Payment [Paragraph **3B(6)**] is calculated upon you not driving the Vehicle for more than the Total Allowable kms for the Term [Paragraph **3G(2)**]. If you do drive it for more kms than shown, and you do not purchase the Vehicle (Paragraph **17** or **18**), you agree to pay VCCI that Excess Kms Charge [Paragraph **3G(3)**] times the number of kms driven in excess of the Total Allowable kms, plus GST and QST. However, if the Lease is terminated or the Vehicle is involved in a total loss or is stolen before maturity (Paragraph **3F**), then the Excess Kms Charge will be calculated on a prorata basis, which means that the Total Allowable kms will be based on the number of months you had possession of the Vehicle. You will not receive a credit or rebate if you drive it for less kms than the Total Allowable kms.

10. **DAMAGE, LOSS OR DANGER TO VEHICLE.** Except as noted below, you are responsible for the risk of loss, damage or destruction of the Vehicle until you return the Vehicle to a location approved by VCCI. You must directly notify VCCI at the time you return the Vehicle. If the Vehicle is damaged, destroyed, stolen, confiscated by any governmental authority, abandoned, or subject to undue peril, you will notify VCCI as soon as possible and VCCI shall have the right to terminate this Lease. If VCCI terminates this Lease, the amount of your liability will be determined according to Paragraph **25** and you agree to pay to VCCI this amount less any insurance loss proceeds VCCI receives, it being understood that the insurance proceeds represent the sales price of the vehicle minus any deductible.

    If the Vehicle is stolen or is declared a total loss by the insuring carrier and indemnified by said carrier, regardless of cause, VCCI shall have the option of terminating the Lease or replacing the Vehicle with another similar vehicle. If VCCI terminates this Lease due to the Vehicle being destroyed or stolen and you have complied with the insurance requirements of Paragraph **6B**, paid the deductible required by the insurance policy and kept all your other promises under this Lease, which notably includes your responsibility for Excess Kms Charge (Paragraph **15**) on a prorata basis of the number of months you had possession of the Vehicle prior to the loss and paid all Scheduled Payments due before the loss, VCCI shall accept the insurance proceeds received in full satisfaction of your liability.

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11. **PURCHASE OPTION.** You acknowledge that this is a true lease. **You have no equity or other ownership rights in the Vehicle or its accessories or replacement parts other than the right to exercise the purchase option.**

You have the option to purchase the Vehicle on an AS-IS WHERE-IS basis at scheduled termination.
The purchase price will be the sum of:
A. All amounts whatsoever you owe under this Lease; plus
B.The Residual Value of the Vehicle at scheduled termination as shown in Paragraph **4**; plus
C. The Purchase Option Fee [Paragraph **3E(1)**]; plus
D. The costs or expenses incurred in connection with your purchase of the Vehicle; plus
E. Any official fees and taxes imposed in connection with the purchase of the Vehicle.

12. **EARLY PURCHASE OPTION.** If you exercise the Purchase Option at any time prior to the end of the Lease Term. you agree to pay us the purchase price of the Vehicle, calculated as follows:

A. The Base Lease Payment [**3B(6)**], times the remaining number of payments; plus
B. Any past due Payment(s); plus
C. The Residual Value (Paragraph **4**); plus
D. Any official fees and taxes imposed in connection with the purchase of the Vehicle; plus
E. Any other amount due under the Lease; minus
F. Unearned interest as calculated under the scheduled actuarial method. This method treats the interest for each period as fully earned on the first day of the period. This method assumes that all Payments you made were received on the scheduled due dates; plus
G. The Purchase Option Fee [Paragraph **3E(1)**]; plus
H. The costs or expenses incurred in connection with your purchase of the Vehicle.

If you elect not to exercise the option to purchase. the total cost of this Lease transaction will be as set out in Paragraph **3D**.

13. **REGISTRATION AND INSURANCE RENEWAL.** You must arrange and pay for the Vehicle registration and insurance renewal and provide VCCI with a copy of the new registration and proof of insurance annually.

14. **OWNERSHIP AND ASSIGNMENT.** You understand and agree that this Lease shall be assigned to VCCI. VCCI shall be the sole owner of the Vehicle and its accessories, whether original or affixed subsequent to the commencement of the Lease, and the Vehicle registration must be in the name of you and VCCI. VCCI shall be permitted to assign this Lease but you may not do so without prior written approval of VCCI. VCCI may not refuse to consent to the assignment of the Lease without a serious reason.

15. **EARLY TERMINATION LIABILITY.** If you terminate your Lease early and do not exercise your Option to purchase the vehicle, or upon default, or upon repossession of the Vehicle you will owe us following amounts (plus applicable taxes):

A. The Base Lease Payment [**3B(6)**] times the remaining number of payments; minus
B. Any unearned interest calculated by the actuarial method; plus
C. Any Excess kms Charge [**15**] and Excess Wear and Tear Charge [**12**]; minus
D. Any surplus on the sale of the Vehicle; plus
E. Any past due Payment(s); plus
F. Any unpaid fines, late charges, and any other outstanding amounts due; plus
G. Any amounts needed to release liens, rights of retention or encumbrances; plus
H. The costs of taking back, storing, preparing for sale and selling the Vehicle; plus (for default and repossession only if permitted by provincial law)
I. Any official fees and taxes imposed in connection with this termination.

If this amount is less than **$0.00**, we will not give you a refund or a credit. Surplus is any excess of the Vehicle Sale Price above the Residual Value [**4**]. We will use the scheduled actuarial method to calculate unearned interest. This method treats the interest for each monthly period as fully earned on the first day of the period. The actuarial method also assumes that all Payments you made were received on the scheduled due dates. To determine the Vehicle Sale Price. we will sell the Vehicle at wholesale in a commercially reasonable manner.

16. **CANCELLATION OF OPTIONAL CONTRACTS.** You may cancel all optional extended warranty or credit insurance contract of a continuing nature within thirty (**30**) days written notice to VCCI and to the service provider, or such shorter period as provided in the contract under which that protection is provided. Any refund due to you arising from the cancellation or termination of any extended warranty or credit insurance contract purchased hereunder and not paid for in advance or upon signing this Lease will be applied by VCCI as a security deposit and treated as such, adjusted on a prorated basis.

17. **DEFAULT.** VCCI may declare you to be in default of this Lease if any of, but not limited to, the following events occur:

A. If you fail to make any Scheduled Payment(s) owed to VCCI by its due date;
B. If you do not maintain continuous insurance coverage at all times;
C. If you fail to make any payments of whatever nature due to VCCI;
D. If you fail to use, operate or maintain the Vehicle in accordance with the terms of this Lease;
E. If you file for bankruptcy, file a proposal, make an assignment or are declared to be bankrupt or attempt to assign this Lease without prior written approval;
F. If the Vehicle is seized or confiscated;
G. If you make any misrepresentation in your credit application for this Lease;
H. If any Guarantor files for bankruptcy, files a proposal, makes an assignment or is declared to be bankrupt, becomes insolvent, is dissolved or dies or ceases to carry on business; or
I. If you fail to comply with any of the provisions of this Lease.

If you are declared in default, VCCI will have all rights and remedies provided to it by law. VCCI may recover any amount that you owe under this Lease and claim the loss of the benefit of the term and claim the future Scheduled Payments less a credit for the unearned interest and the Residual Value plus applicable taxes, terminate the Lease and take the Vehicle without demand, subject to applicable provincial law, including the right to enter premises where the Vehicle is parked in order to repossess it. VCCI may take any personal property in the Vehicle at the time and hold it for you. If you do not claim the property within ninety days of notification, VCCI may, in accordance to the law, dispose of it and apply any proceeds to your indebtedness. VCCI's repossession of the Vehicle will not release you from your obligations under this Lease. You agree to pay VCCI's costs upon demand without prior written notice for repossession of the Vehicle as well as any reasonable legal fees and legal expenses, when permitted by provincial law, incurred as a result of the repossession of the Vehicle or VCCI's exercise of any other default remedies under this Lease.

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18. **Clauses required under the Consumer Protection Act (applies only if the lessee is a consumer)**
(Contract other than a contract of credit that contains a clause of forfeiture of benefit of the term)

Before availing himself of this clause, the merchant must forward the consumer a notice in writing and a statement of account.
Within **30** days following the receipt by the consumer of the notice and the statement of account, the consumer may:

(a) either remedy the fact that he is in default;
(b) or present an application to the court to have the terms and conditions of payment prescribed in this contract changed;
(c) or present an application to the court to obtain permission to return the goods forming the object of this contract to the merchant.

If the consumer returns the goods to the merchant with the permission of the court, his obligation under this contract is extinguished and the merchant is not bound to return to him the payments he has received from him.

(Insurance)

Before entering into this contract, the merchant requires the consumer to hold an "All Risks" Insurance policy respecting all the characteristics mentioned in Paragraph **6B**.

A consumer may meet that requirement:

(a) either by subscribing to or participating in the insurance that may be recommended by the Merchant;
(b) by subscribing to or participating in an insurance with an insurer and the insurance representative chosen by the Consumer; or
(c) with an insurance the Consumer already holds.

The Merchant may not refuse the insurance chosen or held by the Consumer without reasonable grounds.

(Long Term Contract of Lease)

The consumer has no right of ownership in the goods leased.

The merchant shall assume the risk of loss or deterioration by superior force of the goods forming the object of this contract except where the consumer withholds the goods without right or, where such is the case, after ownership of the goods has been transferred to him by the merchant.

The consumer benefits from the same warranties respecting the leased goods as a consumer owning such goods.

Where the consumer is in default to perform his obligation in the manner prescribed in this contract, the merchant may:

(a) either exact immediate payment of that which is due;
(b) or retake possession of the goods forming the object of the contract.

Before retaking possession of the goods, the merchant must give the consumer a notice in writing of **30** days, during which time the consumer may, as he chooses:

(a) remedy the fact that he is in default;
(b) return the goods to the merchant.

The consumer may also return the goods to the merchant at any time during the leasing period even if he has not received a notice of repossession.

If the consumer returns the goods to the merchant, the contract is rescinded of right. In such a case, the merchant is not bound to return to the consumer the amount of the payments due he has already received, and he cannot claim any damages other than those actually resulting, directly and immediately, from the rescission of the contract.

The merchant is bound to minimize his damages.

It is in the consumer's interest to refer to sections **14**, **103** to **112**, **150.10**, **150.11** and **150.13** to **150.17** of the Consumer Protection Act (CQLR, c. P-**40.1**) and, where necessary, to communicate with the Office de la protection du consommateur.

19. **LESSEE'S DEFAULT LIABILITY.** If VCCI declares you in default, you agree to return the Vehicle to the dealer which delivered the Vehicle to you or to the dealer of VCCI's choice. You shall then be responsible for the Early Termination Liability set out in paragraph **21**.

20. **SOLIDARITY OBLIGATION.** If more than one Lessee signs this Lease, each Lessee will be solidarily liable for all obligations under this Lease including any deficiency balance remaining, notably any deficiency balance that remains due following the resiliation of the Lease the whole bearing interest at **20%** per year.

21. **REPRESENTATIONS.** VCCI agrees to assign to you its assignable rights under the manufacturer's limited warranties applicable to the Vehicle as set forth below and more fully described in the manufacturer's warranty manual provided to you with delivery of the Vehicle.

You agree that VCCI does not provide any services under any service contract or any coverage under any extended warranty that you may have purchased.

You agree that VCCI is not responsible for the statements, actions or Vehicle repairs of any dealer selling or servicing the Vehicle. You agree to reimburse VCCI upon demand any cost VCCI incurs on your behalf as a result of your failure to comply with any term or condition of this Lease, including all taxes and charges due on those amounts.

22. **INDEMNIFICATION.** You agree to indemnify and hold VCCI and its assignees and employees harmless from all losses, damages, injuries, claims, demands and expenses arising out of the condition, maintenance, use or operation of the Vehicle. You agree that the Scheduled Payment and other amounts owing under this Lease will not be subject to any defenses, set-off or counterclaim.

23. **SEVERABILITY.** If any provision of this Lease is not valid according to law, all other provisions will remain in force. If any terms or conditions of this Lease or the application thereof shall, to any extent, be invalid or unenforceable with respect to a Lessee, the remainder of this Lease or the application of terms or conditions, other than those which are held invalid or unenforceable, shall not be affected by another term and condition being declared invalid or unenforceable and each term and condition of this Lease shall be separately valid and enforceable to the fullest extent.

24. **WAIVER.** VCCI's failure to insist upon you complying with any term or provision of this Lease or its waiver of any default shall not be construed as waiving any such term or provision and shall not preclude VCCI from taking action regarding any subsequent default

25. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between Lessee and VCCI and is binding upon both their heirs or assigns and supersedes all prior understandings, whether oral or written. This Lease can be amended only when agreed to by both parties in writing, provided, however, that this Paragraph **30** may not be amended in any circumstance.

26. **GOVERNING LAW.** This Lease shall be governed by the internal laws of the province of Quebec and the laws of Canada applicable therein.

27. **FRENCH LANGUAGE.** The parties hereto confirm that it is their express wish that this Lease and all related documents be drawn up in the English language. Les parties aux présentes ont expressément convenu et requis que le présent et tous les documents connexes soient rédigés en langue anglaise.

Lessee's Initials nyn ______ ______

NOTICES

- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE LEASE BEFORE YOU SIGN IT.
- ACKNOWLEDGE THAT YOU HAVE RECEIVED AND READ A COMPLETED COPY OF THIS LEASE BEFORE SIGNING BELOW.
- YOU (BOTH IF TWO) CONSENT TO A CREDIT INVESTIGATION AND EXCHANGE OF CREDIT INFORMATION BEFORE THE START OF THIS LEASE AND AFTER THE START OF THIS LEASE AS VCCI NEEDS SUCH INFORMATION FOR SECURING ITSELF OR ENFORCING THIS LEASE.

INDIVIDUAL LESSEE SIGNATURE	INDIVIDUAL CO-LESSEE SIGNATURE
YOUR SIGNATURE X Nicole Lupien	YOUR SIGNATURE (2nd person if any) X

BUSINESS LESSEE SIGNATURE

YOUR BUSINESS / PARTNERSHIP NAME	AUTHORIZED REPRESENTATIVE SIGNATURE	NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PLEASE PRINT)
	X	

GUARANTEE

The undersigned unconditionally and solidarily with the Lessee(s) guarantees payment to VCCI of all liabilities and indebtedness of the above Lessee(s) under the terms of this Lease and full performance under the terms of this Lease. This guarantee remains in full force and effect despite any lack of registration or lapse of registration to this Lease. VCCI shall not be required to exhaust any recourse or take any action against Lessee(s) before being entitled to payment by the undersigned of all amounts hereby guaranteed. If Lessee(s) default, VCCI shall have the right to approve any extensions, renewals, modifications or compromises of any indebtedness, liability or obligation under the terms of this Lease without waiving its rights against the undersigned. The undersigned agrees to pay all expenses (including, but not limited to, legal fees and legal expenses) incurred by VCCI if it has to enforce this guarantee. The undersigned acknowledges having received a copy of this Lease. The Guarantor waives the benefits of division and discussion. The Guarantor understands and accepts that this Lease shall be assigned to VCCI. VCCI shall be permitted to assign this Lease. The parties hereto confirm that it is their express wish that this guarantee and all related documents be drawn up in the English language. Les parties aux présentes ont expressément convenu et requis que le présent cautionnement et tous les documents connexes soient rédigés en langue anglaise.

GUARANTOR FIRST NAME	MIDDLE NAME	LAST NAME	DATE OF BIRTH (DD/MM/YYYY)	TELEPHONE NUMBER
STREET ADDRESS			SIGNATURE	DATE
CITY	PROVINCE	POSTAL CODE	X	

LESSOR SIGNATURE

The authorized signature of the Dealer below has the effect of: (1) accepting the terms and conditions of this Lease, and (2) assigning to VW Credit Canada, Inc. all rights, title and interests in and to the Vehicle and this Lease, including all amounts to become due under it, subject to the provisions of the LEASE AND RETAIL FINANCING PLAN agreement and the BLANKET ELECTRONIC CONTRACT ASSIGNMENT AGREEMENT between the Dealer and VW Credit Canada, Inc., and any rights under any guarantee of this Lease.

THE DEALER	AUTHORIZED REPRESENTATIVE SIGNATURE	TITLE OF AUTHORIZED REPRESENTATIVE
Volkswagen des Sources o/b 9166548 Canada Inc.	X	Nathalie Hamel Directrice Financière

Lessee's Initials NL

3/17/2023 3:15:33 PM EST

PIÈCE P-10.3

ANTI-THEFT

Anti-Theft Registration Page

Volkswagen Protection Plus

REGISTRATION NUMBER VAT-100086696

CUSTOMER INFORMATION

NICOLE First Name	YIP-HOI Last Name		(514) 898-6505 Primary Phone Number
446 RUE MORNINGSIDE Address	DOLLARD DES ORMEAUX City	QC Province	H9G1K1 Postal Code
Email Address			☐ Tax Exempt

Legal Business Name (if Primary) OR Secondary Contract Holder Full Name

VEHICLE INFORMATION

1V22MPE83PC013112 Vehicle Identification Number	2023 Model Year	VOLKSWAGEN Make	ID.4 Model
$55,690.00 Vehicle Purchase Price	Vehicle Purchase Date		

SELLING DEALER INFORMATION

Volkswagen des Sources Dealership Name		Nathalie Hamel Dealership Contact Person	(514) 683-2030 Phone Number
2311 PLACE TRANSCANADIENNE Address	DORVAL City	QC Province	H9P2X7 Postal Code

LIENHOLDER INFORMATION

VW Credit Canada Lienholder Name			(800) 668-8224 Phone Number
500-1340 PICKERING PKY Address	PICKERING City	ON Province	L1V 0C4 Postal Code

AGREEMENT INFORMATION

SV0061642
Anti-Theft Identification Number

48
Term

03/17/2027
Agreement Expiration Date

AGREEMENT PRICE

$299.00	$14.95	$29.83	$343.78
Agreement Price	GST / HST	PST / QST	Total Price Paid (incl. Taxes)

PLEASE READ CAREFULLY BEFORE SIGNING

THIS AGREEMENT COMMENCES ON THE AGREEMENT PURCHASE DATE AS SHOWN BELOW SUBJECT TO AUTHORIZATION BY THE SELLING DEALER, AND RECEIPT BY US OF THE AGREEMENT PRICE. CERTAIN SERVICES WITHIN THIS AGREEMENT MAY NOT TAKE EFFECT IMMEDIATELY. PLEASE READ THIS AGREEMENT FOR FULL DETAILS. VOLKSWAGEN GROUP CANADA INC. (OR THE ADMINISTRATOR ON OUR BEHALF) RESERVES THE RIGHT TO CANCEL THIS AGREEMENT AT ANY TIME FOR A REFUND (UNDER TERMS OUTLINED WITHIN THIS AGREEMENT) IF ANY INFORMATION LISTED ON THE AGREEMENT REGISTRATION PAGE IS FOUND TO BE INACCURATE OR FALSIFIED, IF THERE IS ANY MISREPRESENTATION IN OBTAINING THIS AGREEMENT, IF THERE IS ANY MISREPRESENTATION OF A CLAIM BY YOU OR YOUR AUTHORIZED REPRESENTATIVE, OR IF THE LISTED VEHICLE (OR ITS USE) IS INELIGIBLE FOR INCLUSION UNDER THIS AGREEMENT.

THE CUSTOMER AGREES TO PURCHASE THIS ANTI-THEFT AGREEMENT AND CONSENTS TO THE USE AND DISCLOSURE OF HIS/HER PERSONAL INFORMATION BY VOLKSWAGEN GROUP CANADA INC. AND THE ADMINISTRATOR FOR THE PURPOSES SET OUT IN THE 'PRIVACY OF INFORMATION' SECTION OF THIS AGREEMENT. THE CUSTOMER ALSO UNDERSTANDS THAT CERTAIN COMMERCIAL USES ARE EXCLUDED UNDER THIS AGREEMENT AND AS SUCH THE CUSTOMER HAS REVIEWED SUCH EXCLUSIONS TO ENSURE THE VEHICLE QUALIFIES FOR INCLUSION UNDER THIS AGREEMENT.

THE REGISTRANT ACKNOWLEDGES THAT HE/SHE HAS READ AND AGREES TO THE TERMS OF THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES. THE REGISTRANT ACKNOWLEDGES THAT HE/SHE MAY ONLY CANCEL THIS AGREEMENT WITHIN THE LIMITED NUMBER OF DAYS FROM THE AGREEMENT PURCHASE DATE SET OUT IN THE TERMS OF THE AGREEMENT.

Nathalie Hamel
Financière

Authorized Signatory of Selling Dealer on behalf of Volkswagen Group Canada Inc.

Customer Signature

03/17/2023
Agreement Purchase Date

Volkswagen Group Canada Inc. c/o VW Credit Canada, Inc., dba Volkswagen Finance, 777 Bayly St. W, Ajax, Ontario, L1S 7G7

Administrator: Attn: Volkswagen Protection Plus Customer Care, 165 Commerce Valley Drive West, Suite 500, Thornhill, Ontario, L3T 7V8, 1.877.334.VWPP (8977), Email: info@vwprotection.ca

CUSTOMER COPY

VAT 20200708 E

Volkswagen Protection Plus

REGISTRATION NUMBER	VAT-100086696

CUSTOMER INFORMATION

First Name	Last Name
NICOLE	YIP-HOI

Address: 446 RUE MORNINGSIDE

City	Province	Postal Code
DOLLARD DES ORMEAUX	QC	H9G1K1

AGREEMENT INFORMATION

***Please note that Your Agreement expires on:**

03/17/2027

ANTI-THEFT PURCHASE AGREEMENT

Thank You for Your recent purchase of Volkswagen Protection Plus Anti-Theft.

Please review the enclosed Purchase Agreement including the Registration Page and the terms and conditions, including the exclusions, to ensure You have a clear understanding of the details of Your Purchase Agreement and the required steps to submit a claim.

Should You have any questions regarding Your Agreement, You may reach us by phone at 1-877-334-VWPP (8977) or by email at info@vwprotection.ca.

Thank You,
Volkswagen Protection Plus

Volkswagen Protection Plus

First Name	Last Name
NICOLE	YIP-HOI

Agreement Expiration Date	Agreement Number
03/17/2027	VAT-100086696

Selling Dealer: Volkswagen des Sources

Volkswagen Protection Plus

FOR CUSTOMER CARE, PLEASE CALL:

1-877-334-VWPP (8977)

For Your convenience, please retain the wallet card above which has the contact details for Customer Care. In the event of a claim, please present this card to Your Volkswagen Canada Dealer for assistance.

ANTI-THEFT PURCHASE AGREEMENT
TERMS AND CONDITIONS

1. GENERAL

These Terms and Conditions together with the completed Registration Page, constitute the entire agreement between You and Us relating to the subject matter of this Agreement. The section and paragraph headings used in this Agreement are used for convenience only, and do not in any way affect the construction or interpretation of this Agreement.

As at the effective date of this Agreement, We have appointed an administrator to perform the administration for the Agreement. **For claims and other administration assistance, You should contact the Administrator.** If We change the Administrator at any time, We will notify You of both the name and contact particulars of the new Administrator. **You will find the name and contact particulars of the current Administrator at the bottom of the Registration Page.**

2. DEFINITIONS

The following definitions apply to this Agreement:

Administrator - Means the entity that is appointed by Us to handle claims under, and otherwise administer, this Agreement.

Administrator's Address – Means the latest address of the Administrator, being either the Administrator's address set out at the bottom of the Registration page or such other address of which We have given written notice to You as being the latest address of the Administrator.

Agreement - Means this Anti-Theft Purchase Agreement which You have purchased from Us to help protect Your Vehicle against the hazard of vehicle theft.

Lienholder - Means the entity that has advanced the money for the purchase of this Agreement, as shown on the Registration Page.

Manufacturer – Means Volkswagen Canada Inc., which is the authorized distributor of the Volkswagen Protection Plus® Anti-Theft Product which has been applied to Your Vehicle.

Registration Page - Means the numbered document which must be attached to and forms part of this Agreement, and that lists information regarding You, Your Vehicle, unique identification number for panel etch markings applied to Your Vehicle, purchase details, and other vital information.

Volkswagen Protection Plus® Anti-Theft Product – Means a complete set of Volkswagen Protection Plus® Anti-Theft window stickers and panel etch stickers which when applied correctly by Us and maintained by You on Your Vehicle, will assist in reducing the hazard of theft of Your Vehicle.

We, Us, Our - Means Volkswagen Group Canada Inc., which is obliged to perform under this Agreement.

You, Your - Means the registrant as shown on the Registration Page (the purchaser or lessee of the described Vehicle).

Your Vehicle - Means the vehicle that is described on the attached Registration Page.

3. AGREEMENT PERIOD

This Agreement begins on the Agreement Purchase Date specified on the Registration Page and expires upon the earlier of: (a) the Agreement Expiration Date specified on the Registration Page; and (b) the date that a benefit is paid to You under paragraph 5(a)(i) or paragraph 5(a)(ii) of this Agreement.

4. ANTI-THEFT PRODUCT

You agree to purchase the Volkswagen Protection Plus Anti-Theft Product that has been sold to You by Us for the price outlined on the Registration Page. We agree to provide benefits to You when We install Your Vehicle with the Volkswagen Protection Plus Anti-Theft Product and when You maintain Your Vehicle as required during the term of this Agreement. Once You have purchased the Anti-Theft Product You may only request a refund of purchase within sixty (60) days from the original purchase date as shown on the Registration Page. If a Lienholder exists for the purchase of the Volkswagen Protection Plus® Anti-Theft Product, any eligible refund of purchase will have such Lienholder's name appear on the refund cheque as their interest may appear. If the Administrator cancels the Agreement after sixty (60) days from the Agreement Purchase Date, a prorated amount of the Agreement purchase price shall be refunded, less any claims authorized or paid. The pro-rated refund will be calculated based on the expired portion of the Agreement by time and based upon the term selected and the date coverage begins, less a $200 cancellation fee (plus applicable taxes) and less the amount of any claims authorized or paid under the Agreement (except where prohibited by law).

We shall not be responsible for any costs to remove and/or repair Your Vehicle if the Volkswagen Protection Plus Anti-Theft Product has been removed. If You cancel the purchase of the Volkswagen Protection Plus Anti-Theft Product, or remove all or part of the Volkswagen Protection Plus Anti-Theft Product from Your Vehicle, You will not be eligible for any benefits within this Agreement.

5. LIMITS OF LIABILITY; DISCLAIMERS

This Agreement provides the following limits of liability:

a. **To the maximum extent permitted by applicable law, Our total aggregate liability under or in connection with this Agreement shall in no event exceed the aggregate limits set out in paragraph 5a(i) or paragraph 5a(ii) below, as applicable to Your Vehicle.**

(i) **For Unrecovered Vehicles**

In the event Your Vehicle is stolen and not recovered within thirty (30) days from the date of theft, or Your Vehicle has been recovered within thirty (30) days but declared a total loss by Your auto insurance provider, You will be eligible (subject to the terms and conditions of this Agreement) to receive an in-store Volkswagen loyalty credit with Us in an amount equal to the lesser of:

a. 50% of the amount You paid for Your Vehicle (excluding taxes and any ancillary product purchases) as shown on the Registration Page; or

b. $5,000 (inclusive of taxes).

The in-store Volkswagen loyalty credit provided to You: (i) may only be applied towards the purchase of a replacement vehicle within Our available vehicle inventory; (ii) must be used within thirty (30) days from the approval of Your benefit request by the Administrator; and (iii) shall be applied against the most recent suggested retail selling price We have advertised for the vehicle You wish to purchase. The in-store Volkswagen loyalty credit being offered by Us to You recognizes Your preferred customer status with Us due to the installation of the Volkswagen Protection Plus® Anti-Theft Product.

(ii) **For Recovered Vehicles**

In the event Your Vehicle is stolen and recovered with damage or personal goods are stolen from Your Vehicle and are not recovered, You will be eligible (subject to the terms and conditions of this Agreement) to receive reimbursement from Us for the amount You paid for the Volkswagen Protection Plus® Anti-Theft Product as shown on the Registration Page. To be eligible for this benefit You will be required to provide sufficient evidence of an insurance deductible paid by You for the theft occurrence to Your auto or home insurance provider. This benefit must be claimed within sixty (60) days from the date of theft of Your Vehicle as shown in the Police report filed with Your local authority.

b. **To the maximum extent permitted by applicable law, the remedies set out in paragraph 5a(i) and paragraph 5a(ii), as applicable, are the only remedies available to You; We assume no other obligation or liability with regard to Your vehicle or otherwise. We neither assume, nor authorize anyone to assume for Us, any additional liability.**

c. **Except to the extent prohibited by Applicable law, in no event shall We be liable for any injury to or death of a person or persons or for any loss of or damage to any property.**

d. **Where the *Consumer Protection Act* of Québec applies, this paragraph is not applicable. Except as expressly provided in this Agreement, and to the maximum extent permitted by applicable law, We expressly disclaim and shall not be bound by any and all representations, conditions, statements and warranties, whether express or implied, statutory or otherwise, including, without limitation, any and all implied warranties and conditions of merchantable quality, fitness for any particular purpose, or durability for a reasonable period of time.**

e. **To the maximum extent permitted by applicable law, in no event shall We be liable for any special, indirect, or consequential damages including, without limitation, any liability for inconvenience, loss of use, time or profit or loss of or damage to any property or for third party claims against You, whether or not the possibility of such loss or damages was disclosed to or reasonably could have been foreseen by Us.**

f. **The foregoing limitations apply regardless of the basis of the claim or the form of action including, without limitation, negligence or other tort, or breach of contract.**

g. **We shall not be liable for delays in performance or failure to perform, in whole or in part, under this Agreement due to labour dispute (including, limitation, strike or lock out), parts or other shortages, civil commotion, civil unrest, riot, protest, acts of war, terrorism, accident, man-made or natural disaster, or any other cause beyond Our reasonable control.**

6. TERRITORY

This Agreement applies to loss or damage that occurs within Canada and the contiguous United States of America and Alaska.

7. EXCLUSIONS

This Agreement does not provide any benefits:

a. for any loss or damage caused by misuse, abuse, negligence (including leaving Your Vehicle unlocked or with the keys in the Vehicle while unattended by You), or giving temporary custody to any person who subsequently steals Your Vehicle (including, but not limited to, service repairmen, valet drivers etc.), or for any loss when Your Vehicle is stolen directly or indirectly by anyone who has a familial relationship with You and/or is not at arm's length with You;

b. for any liability for property damage, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle described in this Agreement, whether or not related to theft or damage to Your Vehicle;

c. for inconvenience, loss of use, time, profit, or any other consequential loss of whatsoever nature that results from theft or damage to Your Vehicle, or any subsequent loss or damage that results directly or indirectly from the theft or damage to Your Vehicle;

d. for any claim for benefits when the theft occurrence is not reported to the Police, Your insurer and the Administrator as required within sections 1-3, inclusive, of the 'Initiating an In-Store Volkswagen Loyalty Credit Request' section of this Agreement, or if the information provided by You cannot be verified as accurate;

e. for any claim for benefits if You have removed or otherwise tampered with the permanent identification number that has been affixed to certain body panels of Your Vehicle or the security stickers that have been affixed to the driver and passenger side windows of Your Vehicle;

f. for any loss or damage caused by collision, fire, vandalism (unless such vandalism occurred during the period that Your Vehicle was stolen and subsequently recovered, in which case You will be entitled to the benefit relating to recovered vehicles), riot, explosion, lightening, earthquake, freezing, rust or corrosion, windstorm, hail, water or floods, salt or environmental damage;

g. if Your Vehicle is used for commercial purposes which include, but is not limited to, rental (including auto leasing, daily rental), police or emergency use (police, fire, ambulance, paramedic), road repair operations, hauling, driving education, route work, vehicles used primarily off road, taxi or public hire, tourist guide, job site activity, courier or delivery, snow removal, construction, limousine or shuttle; or

h. if Your Vehicle is not insured by an insurance company duly licensed to conduct auto insurance business in Canada, or if You are not a Canadian resident, or if Your Vehicle is being used more than one hundred eighty (180) days a year outside of Canada.

8. CONFORMITY TO STATUTE

If the laws in Your Province or Territory are inconsistent with any of the terms or conditions of this Agreement, We shall comply with the requirements of Your Province or Territory by endorsement.

9. REPRESENTATIONS

By acceptance of this Agreement, You agree that the statements on the Registration Page are Your agreements and representations and that this Agreement is issued in reliance upon the truth of those statements.

10. PRIVACY OF INFORMATION

We and the Administrator only collect, use and disclose personal information from You that is necessary to consider Your application for Services, confirm the accuracy of the information collected, process Your business, handle Your claims, deal with third party dealers, repairers or roadside providers, otherwise administer this Agreement and, should We so elect, insure Our liability under this Agreement with Our underwriters. We and the Administrator use physical, electronic and procedural security measures to protect such personal information. Such information includes any personal information You provide when purchasing Services or in connection with making a claim. Your personal information will be stored on Our secure servers located in Canada and/or on the secure servers in the United States of Our affiliates and/or on the secure servers in Canada and/or the United States of the Administrator, and it will be accessible to personnel of those entities who require access to Your personal information in order to perform Our obligations hereunder. Your information will also be disclosed to third parties who require it to provide the Services or in connection with the sale, financing or administration of this Agreement (including, without limitation, to validate a claim and for risk management purpose). Since Your information is stored and/or may be processed or otherwise used both inside and outside Canada, governments, regulatory authorities, law enforcement agencies or courts of such other country could obtain access to Your information under the laws of such country. If You exercise Your right and refuse to provide the required information at the time of registering Your Agreement, then We and the Administrator will not be able to provide Services under the terms of this Agreement. Once We and the Administrator have provided confirmation of Services to You, You may not withdraw Your consent to provide Your personal information since We and the Administrator may be required to use Your personal information in the normal course of handling Your business, such as contacting You in the event of a claim. You may contact the Administrator's privacy officer in writing at the Administrator's Address to obtain information and address questions about the privacy policies and practices with respect to Your personal information, including any questions regarding the use, protection and disclosure of such information, or if You would like to access, update or correct such information contained in Your file. Our privacy policy may be viewed at www.vw.ca and the Administrator's privacy policy may be viewed at www.sym-tech.ca.

11. CURRENCY

All amounts referred to in this Agreement are all stated in Canadian currency and all amounts owing under or in connection with this Agreement are payable in Canadian currency.

12. INITIATING AN IN-STORE VOLKSWAGEN LOYALTY CREDIT REQUEST

If Your Vehicle is stolen during the term of this Agreement, You must take the following steps to request a benefit:

1. **File a Police Report** – You must file a report with the local police department at the location of theft within three (3) days of date of theft.
2. **File Theft Report with Your Insurance provider** – You must file a loss report with Your insurance provider for the theft of Your Vehicle within three (3) days of date of theft.

   Contact the Administrator – You must report to the Administrator the theft of Your Vehicle within thirty (30) days of date of theft and provide a copy of Your police report and insurance claim. If Your Vehicle is recovered within thirty (30) days from date of theft, and You

   wish to claim for a refund of purchase price benefit from the Us, You must file Your benefit claim within sixty (60) days from the date of theft. If Your Vehicle is unrecoverable within thirty (30) days from date of theft or recovered but declared a total loss by Your insurance provider, You must file Your in-store Volkswagen loyalty credit claim within sixty (60) days from date of theft. Failure to report Your theft

   to the Administrator within thirty (30) days of date of theft and submit all documentation for Your benefit claim within sixty (60) days from date of theft, will result in denial of Your claim for benefits.

For benefit assistance please contact the Administrator at the toll-free number set out at the bottom of the Registration Page.

13. MISCELLANEOUS

a. **Assignment and Subcontracting** – We may, without Your consent, on notice to You, assign all of Our rights and obligations under this Agreement to one of Our affiliates, to a purchaser of all or substantially all of Our assets, or to the Administrator, whereupon We shall be released from all of Our obligations and liabilities under this Agreement. We may without Your consent, subcontract any of Our obligations under this Agreement.

b. **No Transfers** – The Volkswagen Protection Plus Anti-Theft Product may not be transferred to a subsequent owner of Your Vehicle.

c. **Severability -** If any provision of this Agreement is determined to be invalid, illegal or unenforceable, then that provision shall be deemed to be severed herefrom, and the remaining provisions of this Agreement shall not be affected thereby, and shall continue in full force and effect.

d. **Waivers and Amendments -** No waiver, modification, amendment or cancellation of the provisions of this Agreement shall be binding upon a party hereto unless made in writing and signed by the party to be bound.

e. **Language** - The parties acknowledge that they have requested that this document and all other documents relating to it, be drawn up in the English language. Les parties reconnaissent avoir exigé que le présent document et tous les autres documents qui s'y rapportent soient rédigés en anglais.

f. **Binding Effect** - This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective personal representatives, successors and permitted assigns.

PIÈCE P-10.4

PREPAID MAINTENANCE

Service Contract Registration Page

Volkswagen Protection Plus

REGISTRATION NUMBER	VPPM-10059337

CUSTOMER INFORMATION

First Name: NICOLE	Last Name: YIP-HOI				Primary Phone Number: (514) 898-6505
Address: 446 RUE MORNINGSIDE	City: DOLLARD DES ORMEAUX	Province: QC	Postal Code: H9G1K1	Email Address:	☐ Tax Exempt

Business Name (if Primary) or Secondary Contract Holder: Full Name

VEHICLE INFORMATION

Vehicle Identification Number: 1V22MPE83PC013112	Model Year: 2023	Make: VOLKSWAGEN	Model: ID.4	Current Odometer Reading: 90
Original In-Service Date: 03/14/2023	Vehicle Purchase Type: Lease		Vehicle Purchase Price: $55,690.00	Vehicle Purchase Date:

SELLING DEALER INFORMATION

Dealership Name: Volkswagen des Sources			Dealership Contact Person: Nathalie Hamel	Phone Number: (514) 683-2030
Address: 2311 PLACE TRANSCANADIENNE	City: DORVAL	Province: QC	Postal Code: H9P2X7	

SERVICE CONTRACT INFORMATION

Plan Purchased: 5 Star - ID.4		Service Contract Expiration Date*: 03/14/2028	Service Contract Expiration Mileage*: 75,000
Service Contract Purchase Date: 03/17/2023	Term: 60		**Whichever occurs first*

SERVICE CONTRACT PRICE INFORMATION

Service Contract Price	GST/HST	PST/QST	Total Price Paid
$629.00	$31.45	$62.74	$723.19

LIENHOLDER INFORMATION

Lienholder Name: VW Credit Canada			Phone Number: (800) 668-8224
Address: 500-1340 PICKERING PKY	City: PICKERING	Province: ON	Postal Code: L1V 0C4

PLEASE READ CAREFULLY BEFORE SIGNING

THIS SERVICE CONTRACT COMMENCES ON THE SERVICE CONTRACT PURCHASE DATE AS SHOWN ABOVE SUBJECT TO AUTHORIZATION BY THE SELLING DEALER AND RECEIPT BY US OF THE SERVICE CONTRACT PRICE. CERTAIN SERVICES UNDER THIS SERVICE CONTRACT MAY NOT TAKE EFFECT IMMEDIATELY. PLEASE READ THIS SERVICE CONTRACT FOR FULL DETAILS. VOLKSWAGEN GROUP CANADA INC. (OR THE ADMINISTRATOR ON OUR BEHALF) RESERVES THE RIGHT TO CANCEL THIS SERVICE CONTRACT AT ANY TIME FOR A REFUND (UNDER TERMS OUTLINED WITHIN THIS SERVICE CONTRACT) IF ANY INFORMATION LISTED ON THE SERVICE CONTRACT REGISTRATION PAGE IS FOUND TO BE INACCURATE OR FALSIFIED, IF THERE IS ANY MISREPRESENTATION IN OBTAINING THIS SERVICE CONTRACT, IF THERE IS ANY MISREPRESENTATION OF A CLAIM BY YOU OR YOUR AUTHORIZED REPRESENTATIVE, OR IF THE LISTED VEHICLE (OR ITS USE) IS INELIGIBLE FOR INCLUSION UNDER THIS SERVICE CONTRACT.

THE CUSTOMER AGREES TO PURCHASE THIS SERVICE CONTRACT AND CONSENTS TO THE USE AND DISCLOSURE OF HIS/HER PERSONAL INFORMATION BY VOLKSWAGEN GROUP CANADA INC. AND THE ADMINISTRATOR FOR THE PURPOSES SET OUT IN THE PRIVACY OF INFORMATION SECTION OF THIS SERVICE CONTRACT.

THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS AND AGREES TO THE PROVISIONS OF THIS SERVICE CONTRACT INCLUDING THIS REGISTRATION PAGE AND THE TERMS AND CONDITIONS APPEARING ON THE FOLLOWING PAGES INCLUDING, WITHOUT LIMITATION, THE SERVICE CONTRACT EXCLUSIONS AND SERVICE PLAN SCHEDULE. THE CUSTOMER ACKNOWLEDGES THAT HE/SHE MAY ONLY CANCEL THIS SERVICE CONTRACT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SERVICE CONTRACT.

x Nathalie Hamel Directrice Financière	x	03/17/2023
Authorized Signatory of Selling Dealer on behalf of Volkswagen Group Canada Inc.	Customer Signature	Service Contract Purchase Date

Volkswagen Group Canada Inc. c/o VW Credit Canada, Inc., dba Volkswagen Finance, 777 Bayly St. W, Ajax, Ontario, L1S 7G7

Administrator: Attn: Volkswagen Protection Plus Customer Care, 165 Commerce Valley Drive West, Suite 500, Thornhill, Ontario L3T 7V8, 1.877.334.VWPP (8977), Email: info@vwprotection.ca

Volkswagen Protection Plus

REGISTRATION NUMBER	VPPM-10059337

PERSONAL INFORMATION

First Name	Last Name
NICOLE	YIP-HOI

Address: 446 RUE MORNINGSIDE

City	Province	Postal Code
DOLLARD DES ORMEAUX	QC	H9G1K1

PLAN INFORMATION

***Please note that your contract expires on:**

03/14/2028

***Or when Your vehicle's odometer reaches:**

75,000

*Whichever occurs first

PREPAID MAINTENANCE

Thank You for Your recent purchase of VW Prepaid Maintenance.

Please review the enclosed Service Contract, including the Registration Page and the Terms and Conditions, including the exclusions, to ensure You have a clear understanding of the details of Your Service Contract and steps required to obtain service.

You must have Your vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in Your vehicle's Owner's Manual. Failure to follow the manufacturer's recommendations may result in the denial of service under your Service Contract.

Should You have any questions regarding your Service Contract, you may reach us by phone at 1-877-334-VWPP (8977) or by email at info@vwprotection.ca.

Thank you,
Volkswagen Group Canada Inc.

Volkswagen Protection Plus

NICOLE	YIP-HOI
First Name	Last Name
5 Star - ID.4	03/14/2028
Plan Purchased	Service Contract Expiration Date*
VPPM-10059337	75,000
Service Contract Number	Service Contract Expiration Mileage*
Volkswagen des Sources	
Selling Dealer	*Whichever occurs first

Volkswagen Protection Plus

FOR CUSTOMER CARE, PLEASE CALL:

1-877-334-VWPP (8977)

For your convenience, please retain the wallet card above, which has the contact details for Customer Care. In the event you require services, please present this card to your Volkswagen Canada Dealer for assistance.

PREPAID MAINTENANCE CONTRACT
TERMS AND CONDITIONS

1. GENERAL

These Terms and Conditions, together with the completed Registration Page, constitute the entire agreement between You and Us relating to the subject matter of this Service Contract. The section and paragraph headings used in this Service Contract are used for convenience only, and do not in any way affect the construction or interpretation of this Service Contract.

As at the Service Contract Purchase Date, We have appointed the Administrator to perform the administration for the Service Contract. For claims and other administration assistance, You should contact the Administrator at the address set out in this Service Contract. If We change the Administrator at any time, We will notify You of both the name and contact particulars of the new Administrator. You will find the name and contact particulars of the current Administrator at the bottom of the Registration Page.

2. DEFINITIONS

The following definitions apply to this Service Contract:

2 Star Plan – Means the two year/two service plan, the details of which are described in Section 5 below and in the Registration Page.
3 Star Plan – Means the three year/three service plan, the details of which are described in Section 5 below and in the Registration Page.
4 Star Plan – Means the four year/four service plan, the details of which are described in Section 5 below and as specified on the Registration Page.
5 Star Plan – Means the five year/five service plan, the details of which are described in Section 5 below and as specified on the Registration Page.
Administrator – Means the entity that We appoint, from time to time, to handle claims under, and to otherwise administer, this Service Contract.
Lienholder – Means the entity that has advanced the money to the Selling Dealer for the purchase of this Service Contract as specified on the Registration Page.
New Vehicle – Means a vehicle manufactured or imported by Us that is from the 2018 model year or newer, has an odometer reading of 15,000 kilometres or fewer, and is 365 days or fewer from the Original-In-Service Date, both as measured at the Service Contract Purchase Date.
Original-In-Service Date – Means the date that Your Vehicle was delivered to You by the Selling Dealer as specified on the Registration Page.
Owner's Manual – Means the owner's manual supplied by the manufacturer of Your Vehicle when you purchased it from the Selling Dealer.
Plan – Means a 2 Star Plan, 3 Star Plan, 4 Star Plan or a 5 Star Plan, as applicable.
Private Purchaser – Means any purchaser of Your Vehicle that is not a motor vehicle Dealer, leasing agency, nor any other person or entity actively engaged in the business of trading in motor vehicles.
Registration Page – Means the numbered document that is the cover page to this Service Contract, and that must be attached to and forms part of this Service Contract and that specifies information regarding You, Your Vehicle, the Plan selected, and other relevant information.
Required Services Schedule – Means the required schedule for performing the Services required by the Plan you purchased, as contemplated by this Service Contract, as specified in under the heading "Required Services Schedule" in Section 5 below.
Selling Dealer – Means the Selling Dealer specified on the Registration Page.
Service Contract – Means this Prepaid Maintenance Service Contract entered into between You and Us, which provides the Services for Your Vehicle.
Service Contract End Date – Means the earlier of the Service Contract Expiration Date and Service Contract Expiration Mileage, each as specified on the Registration Page up to the total number of Services specified for the purchased Plan.
Service Contract Expiration Mileage – Means the odometer reading for Your Vehicle at which this Service Contract expires, as specified on the Registration Page.
Service Contract Purchase Date – Means the date that You purchased this Service Contract, as shown on the Registration Page.
Services – Means, the scheduled maintenance services you purchase from Us pursuant to and as specified in this Service Contract.
We, Us, Our – Means Volkswagen Group Canada Inc., who is obligated to perform under this Service Contract.
You, Your – Means the Customer shown on the Registration Page (the purchaser or lessee of the described vehicle) or the person to whom this Service Contract was transferred under the transfer provisions of this Service Contract.
Your Vehicle – Means the vehicle specified on the attached Registration Page.

3. ELIGIBILITY

This Service Contract is only available to purchasers of New Vehicles distributed and sold through Our authorized Dealers.

4. TERRITORY, TERM AND DISTANCE EXPIRATION

This Service Contract applies only to Services performed within Canada. The availability of Services under this Service Contract begins on the Service Contract Purchase Date and, unless it is terminated early in accordance with the terms of this Service Contract, it expires on the Service Contract End Date.

5. SERVICES

You are required to have the Services performed according to the Required Services Schedule for the Plan You purchased. Services under this Service Contract, regardless of the Plan You purchased, must be performed by Your Selling Dealer, or by another of Our authorized Dealers, in accordance with the Required Services Schedule. Notwithstanding the previous sentence, You may also have the Services performed within 90 days of (prior to or after) the time specified in the Required Services Schedule, and/or within 5,000 kilometers of (more or less than) the applicable odometer specified in the Required Services Schedule. If one or more Services are not performed within the timeframe / kilometre ranges specified in the Required Services Schedule, We are no longer obligated to provide any such missed Services to You, and no refund in respect thereof shall be paid to You.

THE VARIANCES BY TIME AND/OR KILOMETRES TO PERFORM THE SERVICES UNDER THIS SERVICE CONTRACT PERTAIN ONLY TO OUR OBLIGATION TO PERFORM THE SERVICES UNDER THIS SERVICE CONTRACT IN ACCORDANCE WITH THE REQUIRED SERVICES SCHEDULE. FAILURE TO FOLLOW OUR RECOMMENDED SERVICE INTERVALS AS SET OUT IN YOUR OWNER'S MANUAL MAY VOID THE MANUFACTURER NEW VEHICLE LIMITED WARRANTY FOR YOUR VEHICLE.

SERVICE SCHEDULE FOR ELECTRIC VEHICLES

		5 Star: 5 Yrs / 5 Services				
		4 Star: 4 Yrs / 4 Services				
		3 Star: 3 Yrs / 3 Services				
		2 Star: 2 Yrs/ 2 Services				
Maintenance Intervals	**Services Included**	**1Yr / 15K**	**2Yr / 30K**	**3Yr / 45K**	**4Yr / 60K**	**5Yr / 75K**
Minor Maintenance	▪ 12-Volt Battery condition check	✓	✓	✓	✓	✓
	▪ Tires: Check condition and wear pattern. Record tread depth	✓	✓	✓	✓	✓
	▪ Guided Fault Finding: Vehicle Diagnostic to check for, resolve, and clear any Diagnostic Codes that may be present	✓	✓	✓	✓	✓
	▪ Service interval display reset	✓	✓	✓	✓	✓
Standard Maintenance (Includes All Minor Maintenance Items)	▪ High-voltage Battery: Check charge level and charge as necessary		✓		✓	
	▪ Body Interior and Exterior: Check for corrosion		✓		✓	
	▪ Brake fluid: Check level depending on brake wear		✓		✓	
	▪ Brake Pads (Front and Rear): Check thickness and brake disc condition		✓		✓	
	▪ Brake System and Shock Absorbers: Check for leaks and damage		✓		✓	
	▪ Charging cable: Check that the cable is present and check condition of the cable		✓		✓	
	▪ Coil Springs and Rubber Stop Buffers: Inspect for damage		✓		✓	
	▪ Cooling System: Check frost protection and coolant level		✓		✓	
	▪ Exterior lighting: Check function of front and rear lights, headlights (adjust if necessary), automatic headlights (if equipped), turn signals, cornering lights, and hazard warning lights		✓		✓	
	▪ High-voltage Charging Sockets in Radiator Grille and Filler Cap: Inspect for dirt, debris, and damage		✓		✓	
	▪ High-voltage components and High-voltage Cables: Inspect for damage and correct routing and securing		✓		✓	
	▪ Motor and Motor compartment components (from above): Check for leaks and damage		✓		✓	
	▪ Motor and Motor compartment components (from below): Check related components including transmission, final drive, and drive axle boots for leaks and damage		✓		✓	
	▪ Suspension and Steering: Check ball joints, wheel bearings, drive axles, coupling rods, tie rod ends, and stabilizer bar rubber bushings for damage and excessive play		✓		✓	
	▪ Underbody: Check underbody protection, underbody trim panels, wire routing, and plugs for damage		✓		✓	
	▪ Windshield Wiper /Washer System + Blades: Check for damage, function and adjust spray nozzle if necessary, fluid level, and freeze protection		✓		✓	
	▪ Test Drive: Check braking, steering, electrical, heating/ventilation systems, air conditioning, handling, and parking brake		✓		✓	
	▪ Comprehensive visual check		✓		✓	
Additional included Maintenance Items	▪ Dust and pollen filter replacement: Every 2 years		✓		✓	
	▪ Brake fluid change: Every 2 years		✓		✓	
The above schedule does not outline all required service items for the standard and additional maintenance items. Please see Owner's Manual for details. Standard maintenance services include all minor maintenance items.						

6. EXCLUSIONS

Unless specifically included as Services under this Service Contract, any and all service to, maintenance of, or repairs to Your Vehicle, and any and all damage to Your Vehicle, shall not be Services under this Service Contract and, therefore, shall not be included and are specifically hereby excluded from coverage under this Service Contract. In addition, and for certainty, the following items are specifically excluded from and explicitly are not Services under this Service Contract:

a. **Maintenance that is in addition to maintenance that you have purchased under this Service Contract, or maintenance required to be performed on a basis that is more frequent than set out in Section 5 above, as applicable; Damage or maintenance that is required beyond what is stated in the Owner's Manual for Your Vehicle that arises due to Your failure to maintain Your Vehicle in accordance with the Owner's Manual;**

b. **Maintenance required due to Your alteration to Your Vehicle or additions of non-Volkswagen accessories;**

c. **Maintenance performed by, or required due to maintenance performed by a Dealer or service provider that is not one of Our authorized Dealers;**

d. **Maintenance required due to the installation of non-Volkswagen branded parts into or onto Your Vehicle;**

e. **Any maintenance to Your Vehicle, scheduled or otherwise, after we determine that You, or anyone else, has altered Your Vehicle's odometer;**

f. **Any maintenance to Your Vehicle that would otherwise be Services under this Service Contract, that are performed following the Service Contract End Date; and**

g. **Any maintenance to Your Vehicle, scheduled or otherwise, that is performed after Your ownership or lease of Your Vehicle has been terminated or transferred (other than as set out in Section 10 below).**

7. LIMITS OF LIABILITY

THE PERFORMANCE OF SERVICES HEREUNDER IS THE ONLY REMEDY AVAILABLE TO YOU UNDER THE SERVICE CONTRACT. THIS SERVICE CONTRACT IS IN ADDITION TO ANY WARRANTY THAT MAY BE IN EFFECT ON YOUR VEHICLE AT THE TIME THIS SERVICE CONTRACT IS PURCHASED AND OTHERWISE, TO THE EXTENT PERMITTED BY LAW, THIS SERVICE CONTRACT IS SUBJECT TO THE LIMITATIONS PROVIDED HEREIN AND THERE ARE NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE. NEITHER WE, NOR THE SELLING DEALER, ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH YOUR VEHICLE.

NO PAYMENT OR OTHER COMPENSATION WILL BE MADE TO YOU FOR INDIRECT OR CONSEQUENTIAL DAMAGE SUCH AS, DAMAGE OR INJURY TO PERSON OR PROPERTY OR LOSS OF REVENUE THAT MIGHT BE PAID, INCURRED OR SUSTAINED BY REASON OF THE FAILURE OF ANY PART OR ASSEMBLY WHICH MAY BE REPAIRED OR REPLACED IN ACCORDANCE WITH THIS SERVICE CONTRACT.

8. HOW TO OBTAIN SERVICES

Contact Your Selling Dealer, or any of Our other authorized Dealers in Canada to schedule an appointment for the appropriate Services required for Your Vehicle. Take Your Vehicle along with the Owner's Manual and the wallet card on the Registration Page to such Dealer, sign the repair order and pay the Dealer for any parts or work on Your Vehicle that is not a Service under this Service Contract, plus any taxes, if applicable

9. INSURANCE WRITE-OFF; OR REPAIRED OR REPLACED PARTS

If Your Vehicle has been damaged to such an extent that the lessor, insurer or Lienholder has determined it to be a "total loss", "write off" or an equivalent, Your Vehicle will no longer be covered by this Service Contract, which includes but is not limited to vehicles issued as "salvage", "scrap", "dismantled" or similar title under any province's laws. Any parts repaired or replaced under an insurance claim or required as a result of events that are not covered under this Service Contract, for example, damage due to accidents, misuse or negligence, and in any case, any subsequent consequential damage to Your Vehicle, are not Services under and, therefore, are not covered by this Service Contract.

10. TRANSFER

If You sell or otherwise transfer or assign Your Vehicle to any Private Purchaser, the remaining benefits under the Service Contract, other than those benefits specified under the cancellation provision below, may be transferred to such Private Purchaser. Any such transfer may only be effected by Us on satisfaction of the following conditions: (a) the transfer of this Service Contract is completed within 30 days of the transfer or assignment of Your Vehicle to the Private Purchaser; (b) You pay us a fee, where permissible by applicable law, equal to $100 plus applicable taxes; and (c) You provide us with any evidence that we reasonably require, to satisfy Us that the purported transfer complies with the transfer requirements of this Service Contract. You may not transfer this Service Contract to a vehicle other than Your Vehicle and You may not transfer this Service Contract if You sell Your Vehicle to or through someone other than a Private Purchaser.

11. CANCELLATION; REFUNDS

You may cancel this Service Contract within ten (10) days of the Service Contract Purchase Date and receive a full refund, payable to You or to an applicable Lienholder, less the value, including tax, of any Services You receive or that are authorized to be performed. UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, YOU MAY NOT CANCEL THIS SERVICE CONTRACT AFTER TEN (10) DAYS FOLLOWING THE CONTRACT PURCHASE DATE.

Certain statutory rights apply if You enter into this Service Contract in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Newfoundland & Labrador, or New Brunswick in connection with a financing agreement with VW Credit Canada, Inc. ("**VCCI**") or in Alberta, Saskatchewan, Manitoba, Newfoundland & Labrador, or New Brunswick in connection with a leasing agreement with VCCI. The total amount owing from You to Us under this Service Contract was added to the balance You owe to VCCI under the associated financing or leasing agreement. As a result, You will pay the amount owing under this Service Contract to VCCI in a proportional manner over the term of the associated financing or leasing agreement. In other words, included in each of the required scheduled payments by You to VCCI will be a proportional amount of the total value of this Service Contract. We will be paid applicable amounts by VCCI and/or the Selling Dealer, as applicable.

Under such provincial legislation, with respect to such financing or leasing agreement, as applicable, this Service Contract qualifies as an "optional service". Notwithstanding any other provision of this Service Contract, where this Service Contract qualifies as an "optional service", it can be cancelled by You on 30 days' notice as set out below. Upon cancellation, We will reduce the balance that You owe VCCI under the associated financing or leasing agreement by the amount to which You are entitled by virtue of Your cancellation under the applicable legislation. The periodic payments under the financing or leasing agreement will remain unchanged until the final payment(s) which will be reduced in aggregate by the amount to which You are entitled by virtue of the provincial legislation.

Subject to the statutory right of cancellation in the provinces described above, in the event that this Service Contract is terminated prior to the Service Contract End Date, for any reason including, without limitation, theft or destruction of Your Vehicle, no refund will be paid to You or to the Lienholder. The Service Contract shall immediately be terminated, without refund to You, if the Vehicle is registered: (a) to an owner that is not a resident of Canada; or (b) for use in any jurisdiction outside of Canada.

To affect any cancellation of this Service Contract, You must send notice of cancellation of optional services to:

c/o Volkswagen Protection Plus Program Administrator

165 Commerce Valley Drive West, Suite 500
Richmond Hill, Ontario
L3T 7V8

In the notice of cancellation, You must include Your full name, contact information, Dealer's name, and Your Vehicle's year, model and vehicle identification number. You must also provide a copy of this Service Contract, a copy of the associated financing or leasing agreement with VCCI, and a copy of the bill of sale for Your Vehicle.

12. PRIVACY OF INFORMATION

We and the Administrator only collect, use and disclose personal information from You that is necessary to consider Your application for Services, confirm the accuracy of the information collected, process Your business, handle Your requests for Services, deal with, otherwise administer this Service Contract and, should We so elect, insure Our liability under this Contract with Our underwriters. We and the Administrator use physical, electronic and procedural security measures to protect such personal information. Such information includes any personal information You provide when purchasing this Service Contract or in connection with making a request for Services. Your personal information will be stored on Our secure servers located in Canada and/or on the secure servers of Our affiliates in the United States or Germany, and/or on the secure servers in Canada and/or the United States of the Administrator, and it will be accessible to personnel of those entities who require access to Your personal information in order to perform Our or the Administrator's obligations hereunder. Your information will also be disclosed to third parties who require it to provide the Services or in connection with the sale, financing or administration of this Contract (including, without limitation, to validate a request for Services and for risk management purpose). Since Your information is stored and/or may be processed or otherwise used both inside and outside Canada, governments, regulatory authorities, law enforcement agencies or courts of such other country could obtain access to Your personal information under the laws of such country. If You exercise Your right and refuse to provide the required information at the time of registering this Service Contract, then We and the Administrator will not be able to provide Services under the terms of this Service Contract. Once We and the Administrator have provided confirmation of Services to You, You may not withdraw Your consent to provide Your personal information since We and the Administrator may be required to use Your personal information in the normal course of handling Your business, such as contacting You in the event of a request for Services. You may contact the Administrator's privacy officer in writing at the Administrator's address to obtain information and address questions about the privacy policies and practices with respect to Your personal information, including any questions regarding the use, protection and disclosure of such information, or if You would like to access, update or correct such information contained in Your file. Our privacy policy may be viewed at www.vw.ca and the Administrator's privacy policy may be viewed at www.sym-tech.ca.

13. CURRENCY

All amounts referred to in this Service Contract are all stated in Canadian currency and all amounts owing under or in connection with this Service Contract are payable in Canadian currency.

14. MISCELLANEOUS

a. **Assignment and Subcontracting** – We may, without Your consent, on notice to You, assign all of Our rights and obligations under this Service Contract to one of Our affiliates, to a purchaser of all or substantially all of Our assets, or to the Administrator, whereupon We shall be released from all of Our obligations and liabilities under this Contract. We may without Your consent, subcontract any of Our obligations under this Service Contract.

b. **Severability** – If any provision of this Service Contract is determined to be invalid, illegal or unenforceable, then that provision shall be deemed to be severed herefrom, and the remaining provisions of this Service Contract shall not be affected thereby, and shall continue in full force and effect.

c. **Waivers and Amendments** – No waiver, modification, amendment or cancellation of the provisions of this Service Contract shall be binding upon a party hereto unless made in writing and signed by the party to be bound.

d. **Language** – The parties acknowledge that they have requested that this document and all other documents relating to it, be drawn up in the English language. Les parties reconnaissent avoir exigé que le présent document et tous les autres documents qui s'y rapportent soient rédigés en anglais.

e. **Binding Effect** – This Service Contract shall enure to the benefit of and be binding upon the parties hereto and their respective personal representatives, successors and permitted assigns.

PIÈCE P-10.5

VEHICLE LEASE AGREEMENT – WAIVER ADDENDUM

Volkswagen Protection Plus

This is an Addendum to the following Vehicle Lease Agreement (the "Lease")

REGISTRATION NUMBER VLEWW-170620

03/17/2023
Date of Lease (and Addendum)

Volkswagen des Sources	NICOLE	YIP-HOI
Lessor (the Dealer)	Lessee First Name	Lessee Last Name
1V22MPE83PC013112		
Vehicle Identification Number (the "Vehicle")	Co-Lessee Full Name	

The Dealer will assign the Lease, this Addendum and the leased Vehicle described above to VW Credit Canada, Inc. ("VCCI"). Once assigned to VCCI, the references to "Lessor" and "Dealer" shall mean "VCCI". Capitalized words in this Addendum have the same meaning as set out in the Lease.

In consideration of Your payment and subject to the conditions set out below, Lessor agrees to amend Your Lease as set out in this Addendum, and waive its rights to be paid the excess wear charges set out under the Lease that may be owing by the Lessee and Co-Lessee (collectively "You") at lease termination up to the waiver limits and subject to the exclusions described in this Addendum. In exchange for Lessor's waiver, You agree to pay Lessor a fee in the amount of $1,164.00 plus applicable taxes.

WAIVER LIMITS

1. Subject to the conditions set out below, Lessor will waive the excess wear charges owing by You upon termination of the Lease up to the maximum aggregate amount of $10,000.

CONDITIONS OF INELIGIBILITY

You will not be eligible for any waiver of any excess wear charges in any of the following circumstances:

1. For any Vehicle that had any loss or damage that arose prior to the start of the Lease;
2. If You purchased this waiver after the effective date of Your Lease or cancelled the waiver by complying with the cancellation provisions set out under the section below entitled "General Terms";
3. If the Vehicle has more than 12,500 kilometres on the odometer at the Date of Lease (as set out above) or has previously been titled/registered to a retail buyer/lessee;
4. If the Vehicle has an Manufacturer Suggested Retail Price greater than $200,000;
5. If the Lease has an original term of fewer than twelve (12) months or greater than sixty (60) months.

EXCLUSIONS

Lessor will not provide a waiver and You will be responsible to pay excess wear charges arising in any of the following circumstances:

1. for any loss or damage amounts that are assessed to You that exceed $10,000 in aggregate, in which case, You will be liable to pay for all such loss or damage that exceeds $10,000;
2. for any excess kilometre charges;
3. if the odometer has ceased to operate, been altered, tampered, disconnected, or if it in any way misrepresents the Vehicle's actual kilometres unless the odometer was modified in compliance with applicable law;
4. for any loss or damage caused by or resulting from a single incident over $1,000 (including deductible) that would normally be covered by the Vehicle insurance policy You are required to maintain under the Lease, whether such insurance is actually in force, which includes, but is not limited to, collision, fire, theft, vandalism, lightning, freezing, windstorm, hail, water or flood;
5. for any loss or damage caused by or resulting from dishonest, intentional, fraudulent, criminal or illegal acts, including forgery, committed by You or committed by the original leasing Dealer with Your knowledge and/or consent;
6. if the Vehicle is repossessed or voluntarily surrendered;
7. for any loss or damage caused by or resulting from to seizure, holding or confiscation of the Vehicle;
8. for any loss or damage that is covered by a service contract, warranty or manufacturer's or repairer's guarantee;
9. for any loss or damage caused by or resulting from any mechanical or electrical breakdown unless such breakdown is on the following parts or surfaces: head lamps, tail lamps, sealed beams, lenses, light bulbs, LEDs, factory or dealer installed audio equipment and systems, convertible tops, mufflers, tailpipes, mirrors, door handles and antennae;
10. If the Vehicle is used for commercial purposes which include, but are not limited to emergency use (police, fire, ambulance, paramedic), rental (including auto leasing, ride sharing, daily rental), taxi cab, driver education, courier or delivery, limousine, public transportation, landscaping, snow removal, construction, towing or the Vehicle is part of a drop shipped fleet agreement or fleet containing more than 10 vehicles in operation or the Vehicle is a custom built vehicle, special body truck or self-contained recreational vehicle;

11. for any loss or damage to any part, equipment or accessory not originally equipped or recommended by the Vehicle manufacturer or as a result of any modification made to the Vehicle, including but not limited to, custom wheels or rims, low profile tires, oversized tires, or aftermarket accessory kits;
12. for any loss or damage caused by or resulting from moisture or excessive humidity or any ingress of water, snow or ice;
13. without limiting the generality of any other exclusion, for any loss or damage caused by or resulting from the total or partial inundation or immersion of the Vehicle in water or the exposure of the Vehicle to salt water;
14. for any loss or damage caused by or resulting from any chemical or biological contamination whatsoever;
15. for any loss or damage due to any fungus(i), mold(s), mildew or yeast, or spore(s) or toxins created or produced by or emanating from the foregoing;
16. if the Vehicle is used off-road or in any rally, race or speed contest;
17. for any loss caused by or resulting from any missing parts that cost more than $150 each to replace and/or missing manufacturer recommended wheels or tires including in-season wheels and tires regardless of replacement cost;
18. for any loss caused by or resulting from mismatched tires not in a matching set of two front tires and matching set of two rear tires unless the Vehicle is All Wheel Drive and then mismatched tires not in a matching set of four tires;
19. except if Your Lease is governed by the laws of Québec, for any loss or damage caused by or resulting from environmental contamination whatsoever including, but not limited to, volcanic ash or smoke;
20. for any loss or damage caused by or resulting from nuclear action or reaction, radiation or radioactive contamination, civil commotion, civil unrest, protest, insurrection, rebellion or revolution war, whether declared or not declared, civil war, act of terrorism or any consequence of these;
21. if the Vehicle is returned more than sixty (60) months from the start of the Lease;
22. if You have not returned Your Vehicle to Us or Our agent as instructed or if You exercise Your purchase option under Your Lease;
23. for any loss or damage not set forth on the end-of-lease itemized inspection statement detailing the excess wear charges;
24. for any repairs done prior to Lease expiration or other termination; or
25. if You have not complied with all of the terms and conditions of the Lease.

GENERAL TERMS

1. This Lease Excess Wear Waiver expires when Your Lease ends. You may cancel the Lease Excess Wear Waiver at any time during the first sixty (60) days of the Date of Lease by contacting the leasing Dealer to obtain a cancellation request form which You must complete, sign (both Lessee and Co-Lessee) and submit to the Administrator, via email or regular mail, at the address set out below. It must be received by the Administrator within sixty (60) days from the Date of Lease. Upon receipt of Your written request by the Administrator inside of this time limit, the refund will be credited to Your account and held by VCCI as a security deposit in accordance with the terms of the Lease. If this Waiver is cancelled, We will not waive charges for excess wear, and You will be responsible for said charges according to the terms of Your Lease. For greater certainty, and except as expressly provided in this paragraph or as otherwise required by law, the amount paid by You for this Addendum is non-refundable in all circumstances including, but not limited to, those circumstances described in Exclusion 8 of this Addendum.

2. There are circumstances under the Lease where excess wear charges are not levied. In such circumstances, the Lease Excess Wear Waiver will not be applied. Such circumstances are: (i) the Vehicle is lost, stolen or destroyed; or (ii) You exercise the purchase option under the Lease.
3. You acknowledge and agree that the purchase of this Lease Excess Wear Waiver is optional, and will not be a factor in the Lease application or credit approval process.

Do not sign this Addendum before You read it or if it contains any blank spaces. You agree that this Addendum forms part of the Lease and by signing below, You agree that You have read and understood this entire Addendum and You acknowledge that You have received a completely filled in copy of this Addendum.

NICOLE	YIP-HOI	
Lessee First Name	Lessee Last Name	Lessee Authorized Signature
Co-Lessee Full Name		Co-Lessee Authorized Signature
Volkswagen des Sources	Nathalie Hamel	
Lessor / Dealer Name	Authorized Signor Full Name	Authorized Lessor Signature

Nathalie Hamel
Directrice Financière

VW Credit Canada, Inc., dba Volkswagen Finance, 777 Bayly St. W, Ajax, Ontario, L1S 7G7

Administrator: Attn: Volkswagen Protection Plus Customer Care, 165 Commerce Valley Drive West, Suite 500, Thornhill, Ontario L3T 7V8, 1.877.334.VWPP (8977), Email: info@vwprotection.ca

PIÈCE P-10.6

FACTURE

298950

INVOICE

PAGE 1

Volkswagen des Sources

o/p 9166548 Canada Inc.
2311, Place Transcanadienne
Dorval, Québec, H9P 2X7

Tél.: (514) 683-2030
Fax: (514) 683-1525
www.vw-sources.com

CUSTOMER #: 61378

NICOLE YIP-HOI
446 RUE MORNINGSIDE
DOLLARD DES ORMEAUX, QC H9G 1K1
HOME:514-898-6505 CONT:514-898-6505
BUS: 514-231-5884 CELL:514-898-6505

CONSEILLER TECHNIQUE: SERVICE ADVISOR: 7002 MINA KAMAL

COULEUR / COLOUR	ANNÉE YEAR	MARQUE - MODÈLE MAKE MODEL	N° DE SÉRIE / VEH. IDENTIFICATION NO.	N° DE PLAQUE LICENCE NO.	KILOMÉTRAGE KILOMETRES	ENT. / SORTIE IN / OUT	TAG
	23	VOLKSWAGEN 411	1V22MPE83PC013112		54611/54611		T516

DATE LIV. / DEL. DATE	DATE PROD.	EXP. GAR. / WARR. EXP.	PROMIS / PROMISED	N° DE COMMANDE / P.O. NO.	TARIF HORAIRE HOURLY RATE	TERMES / TERMS	DATE DE FACT. / INV. DATE
17MAR23 DD			16:00 02MAR26		159.95	CASH	02MAR26

OUVERTURE BON RÉP. / R.O. OPENED	PRÊT / READY	OPTIONS:
07:50 02MAR26	16:29 02MAR26	SOLD-STK:A0227 TRN:Automatic

LIGNE LINE | CODE D'OPÉRAT OP. CODE | TECHNICIEN TECHNICIAN | TYPE | HEURES HOURS | HEURES VENDUES S/HOURS | COUTANT COST | PRIX VENTE SALE | LISTE LIST | NET | TOTAL

```
A - - VERIFY CUSTOMERS CONCERN: WINDSHIELD REPLACEMENT MICHELLE
        CONTACTED
      NOTE DEFAULT
             99  INS  0.00                                          (N/C)
        1 11K-845-011-C-NVB PARE-BRISE                              (N/C)
        1 7N0-955-609 FILM GEL                                      (N/C)
PARTS:     0.00  LABOR:     0.00  OTHER:     0.00  TOTAL LINE A:     0.00
             ***************************************************
B VERIFY CUSTOMERS CONCERN: DRIVER SIDE WINDSHIELD WASHER FLUID ONLY
        SPRAYS A BIT.
      VCC VERIFY CUSTOMERS CONCERN
             99  INS  1.50                                          (N/C)
PARTS:     0.00  LABOR:     0.00  OTHER:     0.00  TOTAL LINE B:     0.00
CUSTOMER PAY DEDUCTIBLE FOR LINE B                                 239.93
             ***************************************************
  CREATED 2026-02-26 08:06:00AM   Si vous etes invite a recevoir un sondage de
  TAKEN BY BRANDEN LAUZON         VW Canada par courriel ou text , n'hesitez
                                  pas a le complete. Merci
                                  You will receive a survey from VW Canada by
                                  emial or Text, please feel free to complete
                                  it. Thank you
```

NOTRE MAIN-DÇOEUVRE ET TOUTES LES PIÈCES DÇORIGINE VOLSKWAGEN SONT GARANTIES POUR 12 MOIS OU 20,000 KILOMÈTRES, SELON LE PREMIER TERME ATTEINT.
OUR WORK AND ALL GENUINE VOLKSWAGEN PARTS ARE WARRANTED FOR 12 MONTHS OR 20,000 KILOMETERS, WHICHEVER OCCURS FIRST.

SIGNATURE DU CLIENT   CUSTOMER SIGNATURE

DESCRIPTION	TOTAUX / TOTALS
MAIN-D'OEUVRE LABOUR AMOUNT	0.00
PIÈCES / PARTS	0.00
ESSENCE, HUILE, LUBRIFICATION GAS, OIL, LUBE	0.00
RÉPARATIONS EXT. SUBLET REPAIR	0.00
FRAIS DIVERS MISC. CHARGES	239.93
MONTANT TOTAL TOTAL CHARGES	239.93
MOINS ASSURANCE LESS INSURANCE	0.00
TAXES SALES TAX	0.00
S.V.P. PAYEZ CE MONTANT PLEASE PAY THIS AMOUNT	239.93

Merci - Thank You

TPS: 818 689 598 RT 0001   TVQ: 1222447310 TQ 0001

COPIE CLIENT

No. : 500-06-001403-258

COUR SUPÉRIEURE
(Chambre des actions collectives)

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

MARTIN GERVAIS

Demandeur

c.

VOLKSWAGEN GROUP CANADA INC.

Défenderesse

DEMANDE POUR AUTORISATION D'ÊTRE SUBSTITUÉE AU DEMANDEUR ET DE MODIFIER LA DEMANDE POUR AUTORISATION D'EXERCER UNE ACTION COLLECTIVE ET POUR ÊTRE REPRÉSENTANT
(Art. 206, 585 et 589 C.p.c.)

COPIE COUR

LAMBERT
AVOCATS

1200, avenue McGill College, bureau 1800
Montréal (Québec) H3B 4G7
Tél. : (514) 526-2378
Téléc. : (514) 878-2378
jlambert@lambertavocats.ca
bpolifort@lambertavocats.ca
aking@lambertavocats.ca

Me Jimmy Ernst Jr. Laguë-Lambert (ALOJR5)
Me Benjamin W. Polifort (AW0BB6)
Me Loran-Antuan King (AK3943)