



# PROMISE OF PROTECTION

## PRODUCT LIABILITY INDEMNIFICATION

LKQ Corporation (LKQ) hereby agrees to indemnify a licensed automotive repair shop (Repair Shop) that purchases any recycled OEM, reconditioned OEM, KeysIQ, and aftermarket part directly from LKQ and installs it on a private passenger vehicle (Product) against claims, actions, liabilities, costs and expenses relating to the death or injury of any person and the damage to any property (other than the Product, which is covered by its own warranty) directly and solely caused by a defect in the Product.

## TERMS AND CONDITIONS

The agreement by LKQ to provide such indemnification is subject to the following terms and conditions:

- The Repair Shop provides notice to LKQ of the request for indemnification in sufficient time so as not to prejudice LKQ's ability to defend or otherwise resolve the matter. LKQ will not cover costs or expenses incurred prior to notice to LKQ.
- LKQ has the absolute right to select, appoint and control any legal counsel provided for the defense of the Repair Shop.
  - Claims arising from the negligence or malfeasance of the Repair Shop are not covered.
  - Any indemnification provided is solely for the benefit of the Repair Shop and cannot be assigned or transferred to any other party.
  - The right to be indemnified applies only to Repair Shops located in North America.

*Effective April 1, 2012*

*Notice of any claim shall be submitted in writing to the General Counsel,  
LKQ Corp., 500 West Madison St., Suite 2800, Chicago, IL 60661*

