



Dispute Resolution Policy

Last updated: May 2023

This Dispute Resolution Policy ("Policy") governs how disputes between you and Franklynn Automotive ("us," "we," or "our") will be resolved. This Policy is incorporated by reference into our Terms and Conditions.

Informal Resolution

We encourage you to first contact us directly to seek a resolution to any dispute or concern you may have. You can reach us at marketing@franklynnauto.com. Our goal is to resolve disputes informally and amicably whenever possible.

Mandatory Mediation

If a dispute arises that cannot be resolved through informal means, you and Franklynn Automotive agree to participate in non-binding mediation before pursuing any other legal remedies. The mediation shall be conducted by a neutral third-party mediator mutually agreed upon by both parties.

The mediation shall take place in [location] or any other location agreed upon by both parties. Each party will be responsible for its own costs associated with the mediation, including legal representation if desired.

Arbitration

If mediation does not result in a resolution, any dispute, controversy, or claim arising out of or relating to these Terms and Conditions, or the use of the Service shall be resolved through binding arbitration.

The arbitration shall be conducted by a single arbitrator in accordance with the rules and procedures of the American Arbitration Association (AAA). The arbitration shall take place at Franklynn Automotive, or any other location agreed upon by both parties.

The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have the authority to award any remedies available under applicable law.

Class Action Waiver

You and Franklynn Automotive agree that any disputes shall be brought solely in an individual capacity and not as a plaintiff or class member in any purported class or representative action. You expressly waive any right you may have to participate in any class or representative action.

**Governing Law**

This Policy shall be governed by and construed in accordance with the laws of the state of Colorado, United States, without regard to its conflict of law provisions.

Severability

If any provision of this Policy is found to be unenforceable or invalid under applicable law, such unenforceability or invalidity shall not render this Policy unenforceable or invalid as a whole but shall render the provision in question unenforceable or invalid to the extent permitted by applicable law.

Changes to This Policy

We may update this Dispute Resolution Policy from time to time. We will notify you of any changes by posting the updated Policy on our website.

You are advised to review this Policy periodically for any changes. Changes to this Policy are effective when they are posted on this page.

Contact Us

If you have any questions about this Dispute Resolution Policy, please contact us:

By email: marketing@franklynnauto.com

By visiting this page on our website: <https://franklynnauto.com/contact-us/>