

## Recommendations for possible implementation of conditions

### Code of Conduct

No	CoC provision	Recommendations for possible implementation
1.	Authorisation of sales dealers and full-size dealers	<ul style="list-style-type: none"> <li>- Development of internal policy (another similar document) for authorisation of dealers and/or full-sized dealers, including, in particular, the criteria, terms of consideration, determination of responsible persons, decision-making procedures</li> <li>- Authorisation of sales dealers and/or full-size dealers under this internal policy</li> <li>- A mandatory provision of the basic principles and decision-making timeframes of the internal policy to the candidates at a request of the latter, although posting internal policy on a website is not mandatory</li> <li>- Non-inclusion in the letter of intent (similar documents) the terms of unilateral refusal of their fulfillment by the car manufacturer / distributor with no breach on the part of the candidate/dealer</li> </ul>
2.	Authorisation of service dealers	<ul style="list-style-type: none"> <li>- Development of internal policy (another similar document) for authorising service dealers, including, in particular, the criteria, period of consideration, determination of responsible persons, decision-making procedures</li> <li>- Authorisation of service dealers under this internal policy</li> <li>- Mandatory provision of the basic principles and decision-making timeframes of the internal policy to the candidates at a request of the latter, although posting internal policy on a website is not mandatory</li> </ul>
3.	Requirements to facilities of official dealers	<ul style="list-style-type: none"> <li>- Development of standardised requirements for buildings</li> <li>- Development of a standardised methodology for calculating facilities' sizes</li> <li>- Informing candidates/dealers (at their request) about recommended manufacturers of corporate identity elements, furniture and finishing materials if possible and upon their availability</li> <li>- If there is only one recommended manufacturer of corporate identity elements and/or furniture and/or finishing materials, development of assessment procedure (or another similar document) for alternative manufacturers and informing relevant candidates/dealers about its terms by request of the</li> </ul>

		latter
<b>4.</b>	Dealer appointment policies	<ul style="list-style-type: none"> <li>- Approval of internal policy (another similar document) on the authorisation of sales dealers and / or full-size dealers and internal policy (other similar document) for authorisation of service dealers (Provisions 1 and 2 of the Code of Conduct) by senior management</li> <li>- Informing decision-makers(responsible persons) within the car manufacturing / distribution company of these internal policies (or other similar documents)</li> </ul>
<b>5.</b>	Duration of agreements with official dealers	<ul style="list-style-type: none"> <li>- Fixing the terms of the Dealer agreement given in the Code of Conduct in the internal policies or other similar documents (provisions 1, 2 and 4 of the Code of Conduct)</li> <li>- Fixing these terms in the Dealer agreements</li> </ul>
<b>6.</b>	No discrimination of official dealers	<ul style="list-style-type: none"> <li>- Discounts/bonus/award systems, etc. should be transparent and should not contain terms which allow dealers to be provided with economically unjustifiable different terms</li> <li>- Discounts/bonus/award systems, etc. may be included in the Dealer agreements, or brought to their attention by other means beforehand</li> <li>- In case of a unilateral increase in the sales plan by the car manufacturer / distributor, the agreement should not be terminated if the dealer does not fulfill the increased plan</li> </ul>
<b>7.</b>	Re-selling price and price of labour hours	<ul style="list-style-type: none"> <li>- Exclusion of terms on a fixed price for resold goods and on a fixed price for a labour hour from agreements with dealers</li> <li>- Exclusion of terms on a fixed price for resold goods and on a fixed price for a labour hour from the policies/guidelines (other similar documents), brought to the attention of dealers</li> <li>- Car manufacturers / distributors have the right to set the maximum price of resold goods and the maximum price of a labour hour</li> </ul>
<b>8.</b>	Sale of special equipment and special tools to official dealers	<ul style="list-style-type: none"> <li>- If there are several suppliers of recommended special equipment and/or special tools, informing the candidates/dealers at their request about such recommended suppliers</li> <li>- If there is only one recommended supplier of special equipment and/or special tools, the development of assessment procedure (other similar document) of alternative suppliers and informing relevant candidates/dealers about its terms by request of the</li> </ul>

		<p>latter</p> <ul style="list-style-type: none"> <li>- A broad interpretation of a definition of the "car safety systems" is unacceptable</li> <li>- Establishing a list of "car safety systems", if it is used when limiting sales to candidates/dealers</li> </ul>
<b>9.</b>	"Original spare part", "identical spare part" and " spare part of matching quality"	<ul style="list-style-type: none"> <li>- Inclusion of respective terms in the Dealer agreements or other documents associated with such agreements brought to the attention of dealers</li> <li>- If the original vehicle manufacturers/auto-distributor has no category of spare parts that fall under the definition of "identical parts" in the Code of Conduct, only use of the "original spare parts" and "spare parts of matching quality" categories is possible</li> </ul>
<b>10.</b>	Warranty repairs	<ul style="list-style-type: none"> <li>- Inclusion of respective terms in the Dealer agreements and/or inclusion of respective terms in the policies/ guidelines (other similar documents), brought to the attention of dealers</li> </ul>
<b>11.</b>	Spare parts of matching quality for maintenance and non-warranty repairs	<ul style="list-style-type: none"> <li>- Inclusion of respective terms in the Dealer agreements and/or inclusion of these terms in the policy/ guidelines (or other similar documents), brought to the attention of dealers</li> </ul>
<b>12.</b>	Non-warranty repairs and maintenance of vehicles of other brands by official dealers	<ul style="list-style-type: none"> <li>- Inclusion of respective terms in the Dealer agreements and/or inclusion of these terms in the policies/ guidelines (or other similar documents), brought to the attention of dealers</li> </ul>
<b>13.</b>	Termination of dealer agreements	<ul style="list-style-type: none"> <li>- Inclusion of terms of termination in the Dealer agreements and / or in other documents associated with such agreements brought to the attention of dealers</li> <li>- Inclusion of a list of important breaches, allowing for immediate termination of the agreement by the manufacturer / distributor with dealers, into the Dealer agreements</li> <li>- Inclusion of clauses in the Dealer agreement that, in the case of a non-essential breach of the agreement, the dealer should be given the opportunity to within a reasonable timeframe</li> <li>- <i>Additional advice from FAS Russia: In the case of the inclusion in the Dealer agreement a condition on the unilateral refusal to execute an agreement by manufacturers / distributors without any breach on the part of the dealer, the deadline for notice of such refusal shall not be less than 12 months. However, FAS Russia recommends that in the event of refusal by manufacturers / distributors to fulfill dealer</i></li> </ul>

		<i>agreements, whenever possible, the cause of such refusal should be explained to the dealer</i>
<b>14.</b>	Sale of corporate identity elements, special equipment and special tools to independent repairers	<ul style="list-style-type: none"> <li>- Development of internal procedures (other similar document) or the introduction of respective amendments in the dealer agreement (depending on the type of the work with independent service stations) on the procedure for the sale/lease of special equipment and special tools to independent repairers</li> <li>- Bringing the basic principles of this procedure to the attention of independent repairers (when selling or leasing) at a request of the latter</li> <li>- A broad interpretation of the notion of "car safety system" is unacceptable</li> <li>- Establishment of a list of "car safety systems", if used when limiting sales/leasing to independent repairers</li> <li>- In the absence of direct sales and sales through dealers of special equipment and special tools, as well as in the absence of their direct leasing or leasing through the dealers and given the availability of alternative solutions, to bring the information about alternative suppliers to the attention of independent repairers at a request of the latter</li> </ul>
<b>15.</b>	Sale of original and identical spare parts to independent repairers	<ul style="list-style-type: none"> <li>- Development of an internal procedure (other similar document) or the introduction of amendments in the Dealer agreement (depending on the type of the work with independent repairers) on the procedure for the sale/lease of special equipment and special tools to independent repairers</li> <li>- Bringing the basic principles of this procedure to the attention of independent repairers (when selling directly) by a request of the latter</li> <li>- A broad interpretation of the notion of the "car safety systems" is unacceptable</li> <li>- Establishment of the list of "car safety systems", if used when limiting sales to independent repairers</li> </ul>
<b>16.</b>	Access of independent repairers to databases with spare parts catalogues and repair technologies	<ul style="list-style-type: none"> <li>- Development of an internal procedure (other similar document) of provision independent repairers with access to data bases containing spare parts catalogues and repair technologies</li> <li>- In case of non-provision of the access to the said databases due to the availability of alternative solutions, to bring the information about such alternative solutions to the attention of independent repairers if requested of the latter</li> <li>- A broad interpretation of the notion of the "car safety</li> </ul>

		<p>system" is unacceptable</p> <ul style="list-style-type: none"> <li>- Establishment of a list of "car safety systems", if used when limiting sales to independent service stations</li> <li>- <i>Additional advice from FAS Russia: If it is impossible to provide access to the said databases due to a lack of rights (license), it is required to give a reasoned refusal and indicate rights holders to be contacted in case of such requests</i></li> </ul>
<b>17.</b>	Trainings	<ul style="list-style-type: none"> <li>- Development of internal procedure (other similar document) if the training sessions are conducted not only for official dealers</li> </ul>

*Note: Internal policies mentioned in provisions 1, 2 and 4 of the Code of Conduct - documents aimed at implementing the provisions of the Code by OEMs/auto-distributors and intended for regulating the relations between OEMs/auto-distributors and interested parties (dealers/candidates to dealers, independent repairers). Internal policies can also be developed as a single document of an original vehicle manufacturer/auto-distributor.*

**Disclaimer:** The Recommendations are only intended for members of the Automobile Manufacturers Committee of the NP "The Association of European Businesses", which have acceded to the Code of Conduct. The above Recommendations are potential methods to implement the provisions of the Code, but not limited to them. Methods for implementing the provisions of the Code and a decision to disclose information regarding the implementation of the recommendations to the third parties remain at the sole discretion of each member of the Code of Conduct.