



DISPUTE RESOLUTION POLICY

KEY FEATURES:

- This policy creates a framework to work collaboratively to resolve disputes and, where necessary, a fair mechanism to achieve final and binding resolutions.
- AMS PRO's Customers and service providers may initiate dispute resolution in accordance with this policy. Requests for dispute resolution must be submitted in writing.

Policies and procedures enable Automotive Materials Stewardship's Producer Responsibility Organization (AMS PRO) to operate in a cost-effective manner and are developed to promote fairness for all AMS PRO Customers and service providers.

Background

1. AMS PRO is dedicated to working closely with its Customers and service providers, putting fairness, transparency, and ethics at the heart of all of our activities.
2. AMS PRO will work with its Customers and service providers to avoid disputes.
3. Despite this, disagreements may arise from time to time. It is important to have a fair process in place to address any disputes in a timely manner, minimizing the impact to AMS PRO and the Customer's or service provider's organizational operations.
4. AMS PRO seeks to resolve any disputes in a constructive manner, by working through issues directly with the Customer or service provider.
5. In circumstances where the dispute cannot be resolved informally, this policy sets out the way in which unresolved disputes will be addressed. This policy attempts to balance:
 - administrative efficiency;
 - fairness;
 - cost to the program and the Customer or service provider; and
 - finality.

Scope

6. This policy applies to AMS PRO Customers and service providers, except where the parties have jointly agreed in writing to an alternate dispute resolution policy.



Step 1: Notice of Concern

7. If an issue arises, the Customer or service provider must raise the matter with AMS PRO in writing by sending an email:
 - (a) to the email address info@autostewardship.ca
 - (b) with the subject line: “Dispute Resolution Request”
 - (c) summarizing the nature of the dispute, the key facts, and relevant documentation.

Step 2: Informal Discussion

8. AMS PRO will contact the Customer or service provider to:
 - (a) clarify the nature of the concerns;
 - (b) request any further documentation in support of the concerns; and
 - (c) arrange for and facilitate a meeting in person or by telephone to attempt to address and resolve the concerns.

Step 3: Management Discussion

9. If the Customer’s or service provider’s concerns remain unresolved following the Informal Discussion, the Customer or service provider must:
 - (a) send an email to AMS PRO at info@autostewardship.ca with the subject line “Dispute Resolution Management Meeting Request”;
 - (b) summarize the concerns which remain outstanding following the Informal Discussion;
 - (c) provide all documentation in support of the concerns and such other information or documentation requested by AMS PRO.
10. AMS PRO will arrange for and facilitate a meeting between senior representatives of AMS PRO and the Customer or service provider to discuss and attempt to resolve the concerns.

Step 4: Binding Resolution

11. If the Customer’s or service provider’s concerns remain unresolved following the Management Discussion, the Customer or service provider must:
 - (a) send an email to AMS PRO at info@autostewardship.ca with the subject line “Binding Resolution Request”;
 - (b) summarize the concerns which remain outstanding following the Management Discussion;
 - (c) provide all documentation in support of the concerns and such other information or documentation requested by AMS PRO.

12. For Binding Resolution:

- (a) AMS PRO and the Customer or service provider shall jointly agree upon an arbitrator¹;
- (b) an arbitration lasting no more than four hours shall be scheduled to take place;
- (c) AMS PRO and the Customer or service provider shall divide the time equally to present their position to the arbitrator;
- (d) AMS PRO and the Customer or service provider shall each be entitled to:
 - (i) make submissions to the arbitrator; and
 - (ii) submit documentary and other evidence to the arbitrator.
- (e) The decision of the arbitrator shall be final and binding on both AMS PRO and the Customer or service provider, with no right of appeal or review by either party. In particular, the court has no jurisdiction to hear an appeal or a judicial review from the decision of the arbitrator.
- (f) Each party shall bear its own costs of the arbitration, regardless of the outcome. The arbitrator's fees shall be split equally between the parties, regardless of the outcome. The arbitrator shall have no jurisdiction to award costs in favour of one party or the other party.

¹ If AMS PRO and the Customer or service provider cannot jointly agree on an arbitrator, each of AMS PRO and the Customer or service provider shall jointly submit two names of potential arbitrators, and the identity of the arbitrator shall be chosen randomly from the four possible names.