

## **60 Day Satisfaction Guarantee Agreement Customer Terms and Conditions**

This **Agreement** is available, at no cost to **You**, as part of **Your** new Chevrolet, Buick, GMC or Cadillac Eligible Vehicle purchase. Subject to the definitions, qualifications, limitations and requirements set forth in this **Agreement**, if **You** return **Your Eligible Vehicle** to a **Participating Dealership** from which **You** purchased the **Eligible Vehicle** between day thirty one (31) and day sixty (60) of the **Agreement Period**, the **Participating Dealership** will purchase the **Eligible Vehicle** from **You** for the **Buyback Price**.

### **A. Definitions:**

Throughout this **Agreement**, **You** and **Your** refer to the **Buyer**. **GM, We, Us,** and **Our** refer to General Motors Company. In addition, when in bold certain words and phrases are defined as follows:

**Buyer** means the top line signer listed on the Retail Installment Sale Contract or other financing document. If the vehicle purchase is not financed, the **Buyer** is the registered and titled owner of the vehicle as of the **Delivery Date**.

**Administrator** means cynoSure Financial, Inc. **You** may contact the **Administrator** if **You** have questions regarding this **Agreement** or would like to return **Your Eligible Vehicle**. The **Administrator** can be reached by phone at 1-888-778-9043 or mail at PO Box 7691, St. Clair Shores, MI 48080.

**Agreement Period** means a period of sixty (60) days which starts on the **Delivery Date** of **Your Eligible Vehicle**.

**Delivery Date** means the date **You** take possession of **Your Eligible Vehicle**.

**Eligible Vehicle** means a new 2009 or 2010 model year Chevrolet, Buick, GMC or Cadillac motor vehicle (excluding medium duty vehicles) that is purchased from a **Participating Dealership** located in the United States. Saab, Saturn, Hummer and Pontiac motor vehicles are not eligible and thus, are not **Eligible Vehicles**.

**Participating Dealership** means a motor vehicle dealership located in the United States that (1) is authorized in writing by **GM** (or one of its subsidiaries) to advertise for sale and sell new **GM** motor vehicles, and (2) has elected to participate in the **GM 60 Day Satisfaction Guarantee** program; and

**Buyback Price** means the actual price you paid to the **Participating Dealer** for the **Eligible Vehicle** itself (after any rebates, discounts, employee discounts, or supplier discounts) plus applicable sales taxes you actually paid. For vehicles purchased under the terms of the GM New Vehicle Purchase Program (GMS) or the GM Supplier Vehicle Purchase Program (GSU), the **Buyback Price** is the GMS or GSU price listed on the Customer-Dealer Agreement Sheet (after any rebates or incentives), plus sales taxes **You** actually paid. Vehicles purchased under the GM Company Owned Vehicle Purchase Program or the GM Dealership Employee Purchase Program (GDS) are not eligible. Nothing else is included in the **Buyback Price**. The **Buyback Price** does not include the costs of any taxes (other than sales taxes), licensing, titling or registration fees, insurance, dealer installed accessories, aftermarket products or add-on equipment (other than factory options ordered with the vehicle), dealer fees of any kind, ancillary products including without limitation extended warranties or service contracts, finance charges, any negative equity (the amount by which a loan on a trade-in vehicle exceeds the dealer's purchase price for the trade-in) or any other expenses incurred by the **Buyer** in relation to taking delivery of the **Eligible Vehicle**. The Buyback price cannot exceed the Manufacturer's Suggested Retail Price ("MSRP") of the vehicle plus sales tax.

### **B. In Order for You to Qualify for the Repurchase of Your Vehicle:**

In order for **You** to qualify for the repurchase of **Your Eligible Vehicle**:

- The **Eligible Vehicle** must be a new 2009 or 2010 model.
- **You** have purchased an **Eligible Vehicle** and taken **Delivery** between September 14, 2009 and November 30, 2009.
- **You** must be able to deliver to the **Participating Dealership** a clean and unencumbered title to the **Eligible Vehicle**, which title has remained in **Your** name since the **Delivery Date** of the **Eligible Vehicle**.
- **You** must be an individual natural person who is the title owner of the **Eligible Vehicle**. Businesses, corporations and partnerships do not qualify.
- **Your Eligible Vehicle's** odometer must not have more than 4,000 miles since the **Delivery Date**.
- **Your Eligible Vehicle** must have been registered and insured in the **Buyer's** name since the **Delivery Date**.

- **Your Eligible Vehicle** must have no more than \$200 of damage as determined by **GM** or **GM's** agent. Such damage may include, without limitation, internal or external scratches, scrapes, dents, odors, rips, burns, etc.
- **Your Eligible Vehicle** may not be leased.
- **Your Eligible Vehicle** must have been returned to a **Participating Dealership** where **You** purchased it, in the same working order as it was on the **Delivery Date**.
- **Your Eligible Vehicle** must not have incurred damage or non-warranted repairs in excess of \$200, regardless of whether such damage has been repaired.
- **Your Eligible Vehicle** must not have been subject to any liens or other security interests other than a lien for the original financing used to purchase the **Eligible Vehicle**.
- A minimum of thirty (30) days must have passed since the **Delivery Date** of **Your Eligible Vehicle**.
- Only one **Eligible Vehicle** may be returned per household.
- **Your Eligible Vehicle** must pass a purchase inspection conducted by **GM** or **GM's** agent.

**C. Benefit(s):**

**Provided You** have qualified as specified in this **Agreement**, the **Participating Dealership** will pay **You** the **Buyback Price** for **Your Eligible Vehicle** if it is returned to the original selling **Participating Dealership** between day thirty-one (31) of the **Delivery Date** and day sixty (60) of the **Delivery Date**. If day sixty (60) falls on a holiday, Saturday, or Sunday, then the **Eligible Vehicle** may be returned on the next business day.

**D. What is Not Covered Under This Agreement:**

This **Agreement** does not apply to and will not provide payment if:

- **You** do not meet all the qualifications contained in this **Agreement**;
- **Your** vehicle is purchased under the GM Company Owned Vehicle Purchase Program (GMU);
- **Your** vehicle is purchased under the GM Dealership Employee Purchase Program (GDS);
- **Your** vehicle purchase is part of a fleet sale or commercial sale;
- **Your** vehicle is registered to a business, corporation, partnership, utility, federal, state or local government, rental car company or any other organization;
- **You** return an **Eligible Vehicle** and repurchase a vehicle you traded-in when you purchased the **Eligible Vehicle**;
- **You** trade in an **Eligible Vehicle** and then repurchase it later;
- **Your** vehicle was a dealer demonstrator or other dealer owned vehicle; or
- **You** die.

**E. How to File a Request for Benefit(s):**

Call the **Administrator** at 1-888-778-9043 if **You** have decided to return **Your Eligible Vehicle**. **You** may also go to [www.cynosurefinancial.com](http://www.cynosurefinancial.com) or contact the **Administrator** by email.

The **Administrator** will fax, email or mail to **You** a "Request for Benefit" form. To qualify for the purchase of your **Eligible Vehicle**, the following required items must be faxed, emailed or provided to the **Administrator**. The "Request for Benefit" form will provide **You** with the fax number, email address or mailing address to use.

In addition to the fully completed Request for Benefit form. **You** need to provide:

1. A copy of the Bill of Sale, Retail Installment Sale Contract or other transaction documentation showing:
  - a) **You** as the top line signer;
  - b) **Your Eligible Vehicle Delivery Date**;
  - c) The Make, Model, Model Year and Vehicle Identification Number of the **Eligible Vehicle**; and
  - d) The Creditor/Lien holder (if any) of **Your Eligible Vehicle**.
2. A copy of **Your** current Driver's License verifying **You** are the **Buyer**.
3. A copy of the Registration showing the vehicle is registered in **Your** name.
4. A copy of **Your** Proof of Insurance verifying **Your Eligible Vehicle** was insured since the **Delivery Date**.
5. Any other documentation **GM** or the **Administrator** may reasonably request.

Once the **Administrator** has reviewed and verified **Your** documentation, **You** will be contacted to set up a date and time for **You** to take **Your Eligible Vehicle** back to **Your** original selling **GM Dealership** to be inspected and to verify all of the conditions in Section B have been met.

## **F. Other Provisions Applicable to This Agreement:**

**This Agreement is the entire agreement between the parties concerning its subject matter, supersedes all prior agreements and understandings, whether or not written, and is not intended to confer upon any person other than the parties, including any of Your creditors, any rights or remedies hereunder.**

**Dispute Resolution – Arbitration:** The **Agreement** requires binding arbitration if there is an unresolved dispute between **You** and **GM** or the **Administrator** concerning the **Agreement**. Under this Arbitration provision, **You** give up **Your** right to resolve any dispute arising from the **Agreement** by a judge and/or a jury. **You** also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **all** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either **You** or **GM** or the **Administrator** must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. Each party will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by the parties. Unless otherwise agreed to by the parties, the arbitration will take place in the county and state in which **You** live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under the **Agreement**. The laws of the state of Michigan (without giving effect to its conflict of law principles) govern all matters arising out of or relating to the **Agreement** and all transactions contemplated by the **Agreement**, including, without limitation, the validity, interpretation, construction, performance and enforcement of the **Agreement**. **Venue shall be appropriate in the state of Michigan.**

No arbitration shall be brought to recover under the **Agreement** prior to the expiration of sixty (60) days after a fully completed request for benefit form has been furnished to the **Administrator** in accordance with the requirements of this **Agreement**.

**Misrepresentation and Fraud:** This **Agreement** may be cancelled if **You** conceal or misrepresent any material fact or circumstance concerning **Your Eligible Vehicle**.

**Not Transferable:** **You** may not assign or transfer this **Agreement** at any time. The rights under this **Agreement** are not transferable to any subsequent **Buyer** or any other person or entity to whom the vehicle shown on the Schedule is conveyed by operation of law or otherwise; including, without limitation, through repossession, death, or as a gift.

**Tax Implications:** **You** may be subject to federal, state, or local tax on any **benefit paid**. **You** should contact a tax advisor/consultant if **You** have any questions regarding the tax implications associated with this program.