

General Motors Dealership Employee Rules and Guidelines



Overview

The General Motors Dealership Employee Purchase Program (The Program) provides eligible Participants (The Participant) residing in the United States with the opportunity to purchase/lease new or unused vehicles at The Program price at a participating dealer.

By purchasing or leasing a vehicle through The Program, The Participant acknowledges these Rules and Guidelines and agrees to abide by them.

It is the responsibility of The Participant to know the rules of The Program as set forth in this document. Violations of these rules by The Participant will result in sanctions against The Participant.

The Program may be withdrawn at any time, and its terms are subject to change from time to time by General Motors (GM). Final decisions in all matters relating to the interpretation of any rule or phrase of this activity rest solely with General Motors.

The Program cannot be applied to a prior purchase or lease.

Eligibility

A. Eligible Participants

This program is available only to:

- 1) Active full-time employees of the selling/sponsoring GM Dealer currently employed for a minimum of one (1) month.
- 2) The GM Dealer Operator.
- 3) Employees of a GM Dealer Operator's non-GM automotive franchises.
 - Employees of dealer-owned non-automotive franchises, such as for boats or motorcycles, are not eligible to participate.

Participants may only purchase vehicles that the employing dealer is franchised to sell or from GM Dealerships owned by the sponsoring Dealer Operator at the time of delivery.

B. Required Documentation

Participants must present the following, along with a valid authorization number, to a participating GM Dealer in order to purchase or lease under the program:

- 1) A copy of a current (within the last 30 days) pay stub with all information redacted except the date of the pay stub, Participant's name (payee) and name of the dealership (payer).
- 2) A copy of the Participant's driver's license with the driver's license number redacted.

Program Rules

General Motors may unilaterally modify, change or withdraw The Program at any time. General Motors will conduct



periodic audits to ensure the integrity of The Program. Participants may be asked to furnish documentation supporting their eligibility with these rules. Documents requested may include, but are not limited to, Dealer pay stub, registration/ title information, etc.

General Motors reserves the right to audit dealership records and disqualify any sales that do not meet The Program's guidelines. Any money improperly paid to any party based upon dealers' or Participants' representations shall be charged back accordingly.

Violations of these Rules and Guidelines, including violation of retention periods or titling violations, will result in sanctions against The Participant. Sanctions may include, but are not limited to, the loss of privileges (two [2] years per violation) and repayment of monies. In addition, legal action may be commenced for any rule violation.

Authorization Numbers

The sale of any vehicle purchase program authorization numbers or other unauthorized use of such numbers is prohibited. Participants (as defined in the Eligibility section) who violate this provision will be suspended from The Program for five (5) years per violation and will be required to repay the incentive monies. Subsequent violations of this rule may result in permanent suspension from The Program.

If the dealer elects to participate in The Program, all deliveries to Participants must be sold/leased at The Program price for the time period indicated.

Limitations on Number of Vehicles

Participants may purchase or lease a cumulative total of two (2) vehicles per calendar year under The Program.

Eligibility Period

Authorization numbers are valid for 90 days toward the purchase or lease of an eligible vehicle at The Program price. To see a list of eligible vehicles, please visit gmded.com and select "Vehicles" on the home page. Some models may have limited availability. Eligibility of GM vehicles may change at any time without notice. Participants must be eligible to participate throughout the entire purchase process: i.e., on the date the process is started through the date of delivery.

Retention

If purchasing or leasing a vehicle under The Program with cash or through a loan, ownership must be retained for at least six (6) months from the date of delivery of the vehicle. It is prohibited under The Program to purchase/lease and register/title a vehicle and then surrender the vehicle for part or all of the required retention period to any other person.

GM reserves the right to modify the retention rules at any time. Retention periods for some vehicles may be different than the retention period referenced in previous versions of the Rules and Guidelines.

Titling Restrictions

A vehicle purchased/leased under The Program must be used for the **personal, noncommercial use**/transportation of the Participant. In addition, it is prohibited under The Program to purchase/lease a vehicle for commercial use or to title in a business name.

Vehicles purchased under The Program must be registered, licensed, titled, insured and owned by The Participant. Vehicles may also be titled in the name of a living trust that bears the name of The Participant.

When it is necessary for financial reasons, vehicles may be co-titled in the name of a non-eligible person. In these cases, all of the following requirements apply:

- 1) The Participant's name must be the first name listed on the title
- 2) The Participant's name must be the first name listed on the registration
- 3) The Participant's name must be the first name listed on the financing documents

If any one of these requirements is not met, unless compliance is not possible under state law, the vehicle may not be

co-titled in the name of a non-eligible person.

Pricing Sheet

Included in required paperwork at the dealership is the GM Vehicle Purchase Customer-Dealer Agreement and Pricing Sheet. This should be reviewed and, once complete, signed by the purchaser. DO NOT SIGN the agreement if it is blank or The Program price (price marked "EMPLOY") from the invoice is not shown. If you have any questions or concerns regarding your purchase or lease, clarify them with your participating dealer BEFORE closing the transaction. The GM Vehicle Purchase Customer-Dealer Agreement and Pricing Sheet must be signed prior to the completion of the deal.

Documentation Fees

Dealers will be permitted to assess a maximum of \$75 in documentation fees, except in these specific instances:

- A documentation fee is specified in the applicable state law;
- AND
- Your dealership charges all customers the same documentation fee

Additional Information

Dealer participation is voluntary. Dealers are not required to participate in the GM Dealership Employee Purchase Program. To determine a dealer's willingness to sell vehicles through The Program, you must contact the dealer directly.

During the initial dealer inventory buildup when new models are introduced, and from time to time thereafter, it may be necessary for GM to restrict purchase under The Program on certain models. To see a list of eligible vehicles, please go to **gmded.com** and select "**Vehicles**" on the home page.

The Program does not constitute an agreement between GM and The Participant for the purchase/lease of any vehicle at a specific price. However, by purchasing a vehicle through The Program, The Participant acknowledges The Program's Rules and Guidelines and agrees to abide by the same Program Rules and Guidelines.

General Motors may unilaterally modify, change or withdraw The Program at any time.

Participants are required to report any unauthorized use of authorization numbers immediately. Those who do not report any suspicious or unauthorized use of authorization numbers after they have been submitted on their behalf may be subject to the above sanctions.

Failure to comply with an audit request may subject The Participant to the consequences above. General Motors has the final decision on all eligibility requirements. The Rules and Guidelines of The Program may be modified by GM at any time, in its sole discretion.

Compliance with Applicable Laws

If any law or regulation is adopted or interpreted which, in GM's opinion, prohibits or penalizes the implementation of The Program, GM may, in its sole discretion, cancel The Program or any order submitted pursuant to The Program without any further obligation and without any liability to either the dealer or The Participant.

GENERAL MOTORS TERMS AND CONDITIONS CANNOT BE MODIFIED BY ANYONE OTHER THAN GENERAL MOTORS.

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