

Overview

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

By purchasing or leasing a vehicle through The Program, the eligible GM Participant and Sponsored Purchaser acknowledge these Rules and Guidelines and agree to abide by them.

It is the responsibility of The Participant to know the rules of The Program as set forth in this document and to make them known to their sponsored purchasers. Violations of these rules by The Participant may 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The Program may be withdrawn at any time, and its terms are subject to change from time to time by General Motors (GM).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 employees of eligible GM supplier companies.
- 2) Active employees of eligible GM fleet and commercial companies.

B. Sponsored Purchasers

Participants under The Program are not eligible to sponsor any purchasers unless The Participant purchases. Each time an eligible Participant purchases or leases an eligible, new GM vehicle under the GM Supplier Discount Program, The Participant will be granted the opportunity to pass on the GM Supplier Discount to one individual for up to one year after purchase or lease.

C. 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 The Participant's valid company ID/badge or 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 supplier company (payer).
- 2) A copy of The Participant's driver's license with the driver's license number redacted.

Program Rules

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, company ID/badge, pay stub, etc.

General Motors reserves the right to audit dealership records and disqualify any sales that do not meet The Program



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 by any Sponsored Purchaser, 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/or 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, or who sponsor the Sponsored Purchaser who violates 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.

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 gmsupplierdiscount.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 or Sponsored Purchasers must be eligible to participate throughout the entire purchase process; i.e., on the date the process is started through the date of vehicle delivery.

Limitation on Number of Vehicles

Participants may purchase/lease up to two (2) eligible, new and unused vehicles per calendar year.

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.

Inducements

Participants shall not solicit or accept money or discounts from dealers, other persons or other business entities, except GM-sponsored incentives, in connection with the sale of vehicles under The Program. **At no time should a Participant accept payment or other consideration from dealers for referrals.** Participants may accept inducements of nominal value, up to \$50, provided the inducements are offered to the general public and are noncash in nature, such as a free first

oil change. This prohibition does not apply to a fuel fill if provided by the dealer at the time of delivery.

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 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;
- OR
- Your dealership charges all customers the same documentation fee (excluding customers purchasing under the GM Employee, Military, Executive Referral and Dealership Employee Programs).

Additional Information

If the dealer you visit is not willing to sell you a vehicle at The Program price, you may visit another GM Dealer. Dealer participation is voluntary.

Dealers are not required to participate in the GM Supplier Discount Program. To determine a specific dealer's willingness to sell vehicles under 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. Please go to gmsupplierdiscount.com to see a list of eligible vehicles.

The Program does not constitute an agreement between GM and any purchaser for the purchase/lease of any vehicle at a specific price. However, by purchasing a vehicle through The Program, The Participant and Sponsored Purchaser acknowledge The Program Rules and Guidelines and agree 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 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 sanctions referenced in The Program Rules section.

Failure to comply with an audit request may subject The Participant to the consequences referenced in The Program Rules section. 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.
GM (Rev. 2/19/19)

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