

## 2023 Cadillac LYRIQ Customer Charging Offer Terms and Conditions

This "Offer" is available to you as part of your purchase or lease of a new MY2023 Cadillac LYRIQ from a participating Cadillac dealer. Subject to the definitions, qualifications, limitations and requirements set forth in these "Terms and Conditions", you may qualify to pick one of two charging offers described below.

### DEFINITIONS:

Throughout these Terms and Conditions, **You** and **Your** or **Customer** refer to the purchaser or lessee of an Eligible Vehicle as identified on the dealership purchase order documentation. **GM, We, Us,** and **Our** refer to General Motors, LLC, a Delaware limited liability company. In addition, certain words and phrases are defined as follows:

**Offer Term:** Offer available to eligible customers who purchase or lease a new 2023 Cadillac LYRIQ, who take delivery from a Participating Dealer, unless the offer is otherwise terminated by GM.

**Delivery Date** means the date your Eligible Vehicle is reported as delivered by your Participating Dealer.

**Eligible Vehicle** means a new MY 2023 Cadillac LYRIQ that is purchased or leased from a Participating Dealership located in the United States.

**EV Install Form** refers to the questionnaire the Customer is sent requesting information about the Customer's residential property. This information will be used by Qmerit and the Installer in order to provide the customer with a detailed breakdown of what work is required and a quote for the installation. The EV Install Form will be sent by GM or Qmerit.

**EVgo Credits** means 2-years of unlimited charging session credit, which time period shall begin once Customer redeems the EVgo activation code, which gets sent by GM upon vehicle delivery. Such credits must be utilized by an eligible Customer at eligible EVgo Charging Stations. EVgo Credits are (i) non-transferable; (ii) not available for commercial drivers, fleet drivers, rideshare drivers, and carshare drivers, (iii) only useable on an Eligible Vehicle; and (iv) the Customers may not violate EVgo's terms and conditions, found here <https://www.evgo.com/terms-of-service/>. If EVgo reasonably determines that a Customer has violated the terms of this Offer, EVgo shall be permitted to temporarily suspend and terminate such individual's EVgo Credit.

**EVgo Charging Stations** means EVgo's electric vehicle service equipment available to the public on EVgo's public network that supplies electricity for the charging and recharging of an EV.

**Installation Credit** means up to \$1,500.00 that Cadillac will provide for eligible customers toward the total cost of home charging installation, where such installation is completed through Qmerit.

**Installer** refers to a suitably skilled, qualified, insured, and licensed electrical contractor selected by Qmerit.

**Participating Dealership, Participating Dealer or Dealer** means a motor vehicle dealership located in the United States that is authorized in writing and verified by GM to advertise and sell new Cadillac electric vehicles.

**Qmerit** means Qmerit Electrification, LLC a limited liability company organized under the laws of Delaware, and is the GM preferred installation provider responsible for matching Customers with Installers who will complete the installations.

#### OFFER PROCESS – How it Works

Each eligible Customer will have the option to choose from the following offers: 1) an installation Credit, or 2) EVgo Credits. Prior to your Eligible Vehicle Delivery Date, you will be contacted by phone or email by GM or by your Cadillac Dealer to select the offer of your choice.

#### INSTALLATION CREDIT OFFER

For those Customers that choose the Installation Credit offer, GM or Qmerit will provide you with a link to the EV Install Form requesting information about your home charging installation, such as the address and photos of the residential property where you are seeking installation, which must be completed and submitted to process the Offer. **Please review all terms and conditions on the EV Install Form before you submit it.** After you submit the EV Install Form, Qmerit will find and select a local Installer to complete the installation. Once Qmerit has selected your Installer, Qmerit will provide you with the Installer's business name address, phone number and email address, and will provide the Installer with your name, address, phone number and email address. Your Installer will reach out via the telephone number provided on the EV Install form to review and confirm your information. Each Installer will obtain, on your behalf, all necessary permitting that may be required under applicable local law. The Customer is responsible for obtaining any and all other necessary approvals, such as from an applicable homeowners' association or landlord, and notifying the Installer of all such approvals. Once all required permits and approvals are obtained, the Installer will schedule your installation. Once installation is complete, the Installer will submit confirmation to Qmerit, and Qmerit will share the confirmation with GM. GM will provide up to a \$1,500.00 credit toward a Customer's installation completed by a Qmerit Installer for Customers who choose the Installation Credit Offer. In such a case, the Qmerit Installer shall complete the installation and the Customer will be responsible to pay the Installer directly for all costs that exceed \$1,500.00. This credit can be used towards installation of a customer-supplied charging station or outlet. **Installation must be completed within 180 days of your Eligible Vehicle Delivery Date.** A wall charging unit is not included as part of the Installation Credit offer and is sold separately. The Customer is solely responsible for all costs associated with installation that exceed \$1,500.00, to be paid directly to Installer. If the Customer receives the Installation Credit and proceeds to cancel its order for an Eligible Vehicle before the Vehicle is delivered to the Customer, the Customer will be responsible for reimbursing GM the total amount of credit paid on the Customer's behalf, up to \$1,500.00, direct to GM, upon GM's request.

## EVGO CREDIT OFFER

For those Customers that choose the EVgo Credit Offer, GM will provide the Customer with an EVgo activation code to be redeemed for two (2) years of unlimited EVgo public charging credits to be used toward public charging through EVgo. **The EVgo authorization code must be redeemed at EVgo.com within sixty (60) days of Eligible Vehicle Delivery Date.** Such customers have unlimited access to EVgo's Charging Stations for (2) years from the date such customers first redeem the authorization code. If you fail to redeem the EVgo activation code within sixty (60) days of your Eligible Vehicle Delivery Date, your two (2) year period of unlimited charging will begin regardless of activation.

## GENERAL TERMS

**AGREEMENT TO THE OFFICIAL RULES:** By selecting and receiving benefit from one of the offers described herein, each Customer fully and unconditionally agrees to and accepts these Terms and Conditions as the official rules of the Offer and further agrees the decisions of GM regarding this Offer are final and binding in all matters related to the Offer. These Terms and Conditions, constitute an agreement (this "Agreement") between GM and the Customer, and 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 creditors, any rights, or remedies hereunder.

**GENERAL CONDITIONS / RELEASE:** Each Customer, by participating in this Offer, agrees (a) to release, indemnify and hold harmless GM, its affiliates, parents, subsidiaries, advertising and Offer agencies and their respective past and present directors, officers, employees, representatives and agents from and for any liability for any injuries, losses or damages of any kind, to persons or property (including without limitation death; claims based on publicity rights, defamation or invasion of privacy; and any claims based on a violation of a third party's intellectual property rights), resulting in whole or in part, directly or indirectly, from your participation in this Offer, installation, or in any related activity or your acceptance, possession, use, misuse or nonuse of a home charging outlet or unit. GM is not responsible in any way for Installer actions, recommendations, or any resulting damage caused by or attributable to your Installer. GM's failure to enforce any of these Terms and Conditions shall not constitute a waiver of that provision. In the event of any cancellation, termination or suspension, notice thereof will be posted at <https://www.cadillac.com/electric-life>.

**DISPUTES:** In consideration for the benefits that you receive under this Offer, you agree that any dispute relating to any aspect of your relationship with GM or any of its affiliates, including the purchase, installation and performance of your home charging outlet or your vehicle, shall be fully and finally resolved by binding arbitration administered by the American Arbitration Association (the "AAA"). The rules governing the arbitration may be accessed at [www.adr.org](http://www.adr.org) or by calling the AAA at +1-800-778-7879. To the extent the initial filing fee for the arbitration exceeds the initial filing fee for a lawsuit, we will pay the difference in fees. ANY ARBITRATION WILL BE CONDUCTED BY THE PARTIES IN THEIR INDIVIDUAL CAPACITIES ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION, AND THE PARTIES WAIVE THEIR RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. THE PARTIES FURTHER EXPRESSLY WAIVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, Customer's rights and obligations, or the rights and obligations of GM in

connection with the Offer, shall be governed by, and construed in accordance with, the laws of State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**Misrepresentations and Fraud:** Your participating in the Offer may be cancelled by GM, in its sole discretion, if you conceal or misrepresent any material fact or circumstance, including but not limited to your personal information, Eligible Vehicle, or any information provided on the EV Install Form, or otherwise.

**Non-Transferable:** An eligible Customer may not assign or transfer its rights under the Offer at any time. The rights under the Offer are non-transferable to any subsequent purchaser or lessee, or any other person or entity to whom the Eligible Vehicle is conveyed by operation of law or otherwise, including without limitation repossession, death, or as a gift.

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