

DEAL#

CUST#

STOCK#

LAW 553-CA-ARB-eps 8/22**RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)**

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address)
CA	N/A N/A N/A N/A	TUSTIN CADILLAC 50 AUTO CENTER DRIVE TUSTIN CA 92782

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2023	CADILLAC ESCALADE	5		Personal, family, or household unless otherwise indicated below ☐ business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
7.99 %	\$ 33,533.81 (e)	\$ 125,952.67 (e)	\$ 159,486.48 (e)	\$ 15,000.00 is \$ 174,486.48 (e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	\$ N/A	N/A OR
One Payment of	\$ N/A	N/A
One Payment of	\$ N/A	N/A
71	\$ 2,215.09	02/03/2023 MONTHLY beginning
N/A	\$ N/A	N/A
One final payment	\$ 2,215.09	01/03/2029

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

STATEMENT OF INSURANCE

NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

	Term	Premium
\$ N/A Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A
\$ N/A Ded. Collision	N/A Mos.	\$ N/A
Bodily Injury \$ N/A Limits	N/A Mos.	\$ N/A
Property Damage \$ N/A Limits	N/A Mos.	\$ N/A
Medical \$ N/A	N/A Mos.	\$ N/A
	N/A Mos.	\$ N/A
Total Vehicle Insurance Premiums		\$ N/A

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X **N/A**
 Co-Buyer X **N/A**
 Seller X **N/A**

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on page 5 of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund.

Buyer Signature X **N/A** Co-Buyer Signature X **N/A**

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable: **N/A**

Agreement to Arbitrate: I agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X **N/A** Co-Buyer Signs X **N/A**

Buyer Signs X **N/A** Co-Buyer Signs X **N/A**

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories	\$	125,595.00	(A)
1. Cash Price Vehicle	\$	125,595.00	
2. Cash Price Accessories	\$	N/A	
3. Other (Nontaxable) Describe	\$	N/A	
4. Other (Nontaxable) Describe	\$	N/A	
B. Document Processing Charge (not a governmental fee)	\$	85.00	(B)
C. Emissions Testing Charge (not a governmental fee)	\$	N/A	(C)
D. (Optional) Theft Deterrent Device(s)			
1. (paid to)	\$	N/A	(D1)
2. (paid to)	\$	N/A	(D2)
3. (paid to)	\$	N/A	(D3)
E. (Optional) Surface Protection Product(s)			
1. (paid to) ECKBOND ENVIRONMENTAL COATINGS PEN	\$	1,206.00	(E1)
2. (paid to)	\$	N/A	(E2)
F. EV Charging Station (paid to)	\$	N/A	(F)
G. Sales Tax (on taxable items in A through F)	\$	9,833.67	(G)
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) MVSC	\$	31.00	(H)
I. (Optional) Service Contract(s)			
1. (paid to) GM PROTECTION	\$	1,535.00	(I1)
2. (paid to) ALLY (APP)	\$	1,522.00	(I2)
3. (paid to)	\$	N/A	(I3)
4. (paid to)	\$	N/A	(I4)
5. (paid to)	\$	N/A	(I5)
J. Prior Credit or Lease Balance (e) paid by Seller to N/A (see downpayment and trade-in calculation)	\$	N/A	(J)
K. Prior Credit or Lease Balance (e) paid by Seller to N/A (see downpayment and trade-in calculation)	\$	N/A	(K)
L. (Optional) Debt Cancellation Agreement	\$	N/A	(L)
M. (Optional) Used Vehicle Contract Cancellation Option Agreement	\$	N/A	(M)
N. Other paid to N/A For N/A	\$	N/A	(N)
O. Other paid to N/A For N/A	\$	N/A	(O)
Total Cash Price (A through O)	\$	139,807.67	(1)
2. Amounts Paid to Public Officials			
A. Vehicle License Fees ESTIMATED	\$	816.00	(A)
B. Registration/Transfer/Titling Fees ESTIMATED	\$	322.00	(B)
C. California Tire Fees	\$	7.00	(C)
D. Other N/A	\$	N/A	(D)
Total Official Fees (A through D)	\$	1145.00	(2)
3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance)	\$	N/A	(3)
4. ☐ State Emissions Certification Fee or ☐ State Emissions Exemption Fee	\$	N/A	(4)
5. Subtotal (1 through 4)	\$	140,952.67	(5)
6. Total Downpayment			
A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)):	\$	N/A	(A)
Vehicle 1 \$ N/A Vehicle 2 \$ N/A			
B. Total Less Prior Credit or Lease Balance (e)	\$	N/A	(B)
Vehicle 1 \$ N/A Vehicle 2 \$ N/A			
C. Total Net Trade-In (A-B)	\$	N/A	(C)
Vehicle 1 \$ N/A Vehicle 2 \$ N/A			
D. Deferred Downpayment Payable to Seller	\$	N/A	(D)
E. Manufacturer's Rebate	\$	N/A	(E)
F. Other N/A	\$	N/A	(F)
G. Other N/A	\$	N/A	(G)
H. Other N/A	\$	N/A	(H)
I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card	\$	15,000.00	(I)
Total Downpayment (C through I)	\$	15,000.00	(6)
(If negative, enter zero on line 6. If positive number on line 1J and/or 1K above)			
7. Amount Financed (5 less 6)	\$	125,952.67	(7)

OPTIONAL DEBT CANCELLATION AGREEMENT. A debt cancellation agreement is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation, the charge is shown in item 1L of the Itemization of Amount Financed. See your debt cancellation agreement for details on the terms and conditions it provides. It is a part of this contract.

Term **N/A** Mos. **N/A**
Debt Cancellation Agreement

I want to buy a debt cancellation agreement.

Buyer Signs ☒ **N/A**

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1L.

11 Company **GM PROTECTION**
Term **36** Mos. or **999999** Miles
12 Company **ALLY (APP)**
Term **60** Mos. or **500000** Miles
13 Company **N/A**
Term **N/A** Mos. or **N/A** Miles
14 Company **N/A**
Term **N/A** Mos. or **N/A** Miles
15 Company **N/A**
Term **N/A** Mos. or **N/A** Miles
Buyer X **[REDACTED]**

1. Vehicle 1
Year **N/A** Make **N/A**
Model **N/A** Odometer **N/A**
VIN **N/A**

a. Agreed Value of Property \$ **N/A**
b. Buyer/Co-Buyer Retained Trade Equity \$ **N/A**
c. Agreed Value of Property
Being Traded-In (a-b) \$ **N/A**
d. Prior Credit or Lease Balance \$ **N/A**
e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ **N/A**

2. Vehicle 2
Year **N/A** Make **N/A**
Model **N/A** Odometer **N/A**
VIN **N/A**

a. Agreed Value of Property \$ **N/A**
b. Buyer/Co-Buyer Retained Trade Equity \$ **N/A**
c. Agreed Value of Property
Being Traded-In (a-b) \$ **N/A**
d. Prior Credit or Lease Balance \$ **N/A**
e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ **N/A**

Total Agreed Value of Property
Being Traded-In (1c+2c) \$ **N/A** *
Total Prior Credit or Lease
Balance (1d+2d) \$ **N/A** *
Total Net Trade-In (1e+2e) \$ **N/A** *

(*See item 6A-6C in the Itemization of Amount Financed)

OPTION: ☒ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before 29/DECEMBER 2022.
SELLER'S INITIALS **[REDACTED]**

Buyer Signs X **[REDACTED]** Seller Signs X **N/A**

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller - Creditor may receive part of the Finance Charge.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional debt cancellation agreement for coverage of the gap amount may be offered for an additional charge.

- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**
You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract.
Default means:
 - You do not pay any payment on time;
 - You give false, incomplete, or misleading information during credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property;
 - The vehicle is lost, damaged, or destroyed; or
 - You break any agreements in this contract.The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. **You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on page 1 of this contract, not to exceed the highest rate permitted by law, until you pay.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. **You agree that you will within a reasonable time notify us of any change in your name, address, or employment. You also agree to allow our agents and service providers to contact you as agreed above.**

7. APPLICABLE LAW

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

8. WARRANTIES OF BUYER

You promise you have given true and correct information during your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

CREDIT DISABILITY INSURANCE NOTICE CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Seller's Right to Cancel

- a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take some time for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.
- b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

ARBITRATION PROVISION

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association (www.adr.org) or National Arbitration and Mediation (www.namadr.com) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller or against the manufacturer of the vehicle or equipment obtained under this contract.

HOW THIS CONTRACT is made. It contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it.

Buyer Signs X _____ Co-Buyer Signs X N/A

SELLER'S RIGHT TO CANCEL. The Seller reserves the right to cancel this contract if the Buyer is unable to assign this contract to a financing institution. See the provisions of the Seller's Right to Cancel section on page 5 of this contract giving the Seller the right to cancel if Seller is unable to assign this contract.

Buyer X _____ Co-Buyer X N/A

THE MINIMUM PUBLIC LIABILITY INSURANCE COVERAGE REQUIRED BY LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE COVERAGE IS SUFFICIENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT. IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING: YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON THE BUYER'S OBLIGATIONS IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X _____ X N/A

N/A

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X _____ Co-Buyer Signature X N/A

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON PAGE 5, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X _____ Date 12/20/2022 Co-Buyer Signature X N/A Date N/A

Buyer Printed Name _____ Co-Buyer Printed Name N/A

If the "business" use box is checked, the vehicle is for business use. Print Name _____ Title N/A

Co-Buyers and Other Owners are responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X N/A Address N/A

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing. Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X N/A Date _____ Guarantor X N/A Date NA

Address N/A Address N/A

Seller Signs TUSTIN CADILLAC Date 12/20/2022 By X _____ Title MANAGER

Seller assigns its interest in this contract to GM FINANCIAL

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller TUSTIN CADILLAC

By X _____ Title MANAGER

Pre-Contract Disclosure (Retail Installment Sale Contract)

Identification of Parties

Buyer Name(s) ("you")			Contract Date	
[REDACTED]			[REDACTED]	
City		State	Zip	Buyer's Telephone
LADERA RANCH		CA	[REDACTED]	[REDACTED]
Dealership TUSTIN CADILLAC		State	Zip	Dealer's Telephone
50 AUTO CENTER DRIVE		CA	92782	714-734-2400

Identification of Vehicle ("Vehicle")

Year	Make	Model	VIN
2023	CADILLAC	ESCALADE	[REDACTED]

Optional Goods and Services

The following goods and services are NOT required as a condition to obtaining financing terms for the purchase of the Vehicle.

☐ Optional Theft Deterrent Device(s):

(1) N/A	\$	N/A
(2) N/A	\$	N/A
(3) N/A	\$	N/A

☒ Optional Surface Protection Product(s):

(1) ECKBOND ENVIRONMENTAL COATINGS PEN	\$	1,206.00
(2) N/A	\$	N/A

☒ Optional Service Contract(s):

(1) GM PROTECTION	36 months	999999 miles	\$	1,535.00
(2) ALLY (APP)	60 months	500000 miles	\$	1,522.00
(3) N/A	N/A months	N/A miles	\$	N/A
(4) N/A	N/A months	N/A miles	\$	N/A
(5) N/A	N/A months	N/A miles	\$	N/A

☐ Optional Debt Cancellation Agreement(s): N/A \$ N/A

☐ Optional Vehicle Contract Cancellation Option Agreement: N/A \$ N/A

☐ Optional Insurance Product: N/A \$ N/A

Total \$ 4263.00

Installment Payment EXCLUDING Listed Items: \$ 2,138.48

Installment Payment INCLUDING Listed Items: \$ 2,215.09

THE ABOVE INSTALLMENT PAYMENTS INCLUDE THE ITEMS DESCRIBED ABOVE, THE PRICE OF THE VEHICLE, GOVERNMENT FEES AND TAXES, FINANCE CHARGES, AND THE ADDITIONAL CHARGES SHOWN BELOW.

Other Goods, Services and Miscellaneous Charges

Cash Price of Additional Accessories	\$	N/A	Emissions Testing Charge	\$	N/A
Other (Nontaxable)			Prior Credit or Lease Balance	\$	N/A
N/A	\$	N/A			
N/A	\$	N/A	Other (to whom paid) N/A	\$	N/A
EV Charging Station	\$	N/A	For: N/A		
Electronic Vehicle Registration or Transfer Charge	\$	31.00	Other (to whom paid) N/A	\$	1145.00
Document Processing Charge	\$	85.00	For: TITLE FEE-\$0, TIRE FEE-\$7, LICENSE FEE-\$315, REGISTRATION FEE-\$3		

By signing below, you acknowledge:

- All of the charges described above will be included in the retail installment sale contract accompanying the purchase of the Vehicle.
- This document was presented to you prior to signing the retail installment sale contract and you consent to including all the above charges in the retail installment sale contract.
- The goods and services are NOT required as a condition to obtaining financing terms for the purchase of the Vehicle.

Date

Co-Buyer's Signature

Cadillac
Pre-Paid Maintenance Plus



CUSTOMER INFORMATION

Last Name	[REDACTED]
Street Address	[REDACTED]
City	[REDACTED]
E-mail	[REDACTED]

CO-BUYER INFORMATION

Last Name	First Name	Middle Initial
Street Address	Apt.	
City	State	ZIP Code
Phone Number		
Email		

COVERED VEHICLE INFORMATION

Make	Cadillac	Model	Escalade	Year	2023
Vehicle Identification Number (VIN)	[REDACTED]				
Current Odometer Reading	5				

DEALER INFORMATION

Name	Tustin Cadillac	Dealer Number	GMF03400
Street Address	50 AUTO CENTER DRIVE		
City	TUSTIN	State	CA
ZIP Code	92782	Phone Number	

LENDER/LESSOR INFORMATION

Name	GM FINANCIAL		
Street Address	P.O. Box 1510		
City	Cockeysville	State	MD
ZIP Code	21030		

CADILLAC PRE-PAID MAINTENANCE PLUS AGREEMENT INFORMATION

Agreement Purchase Date	12/20/2022	Agreement Term (in years)	3
Agreement Retail Price \$	1,535.00	Coverage Plan:	☐ Standard Plan ☒ Premier Plan

THE PURCHASE OF THIS CADILLAC PRE-PAID MAINTENANCE PLUS AGREEMENT IS OPTIONAL, AND WILL NOT BE A FACTOR IN THE PURCHASE/LEASE PROCESS OR THE CREDIT APPROVAL PROCESS. NEITHER THE EXTENSION OF CREDIT, THE TERMS OF THE CREDIT, NOR THE TERMS OF THE RELATED MOTOR VEHICLE SALE OR LEASE MAY BE CONDITIONED UPON THE PURCHASE OF THIS AGREEMENT. THIS AGREEMENT IS NOT AN INSURANCE CONTRACT. THIS IS NOT AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE POLICY. SEE IMPORTANT TERMS AND CONDITIONS ON THE FOLLOWING PAGES.

I (Customer), whose signature appears below, acknowledge that the information contained above is, to the best of my knowledge, true. I read this Cadillac Pre-Paid Maintenance Plus Agreement ("Agreement") in its entirety and I understand and agree to all of the provisions, terms and conditions contained herein, including the exclusions, cancellation and transfer sections which are available electronically at addedprotection.info/3ynRP8d, by scanning the QR code, or in paper copy from the Seller upon request. I agree to purchase this Agreement in exchange for payment of the Agreement Retail Price shown above. I understand that this Agreement has been issued in accordance with the information contained on this Registration Page.

THE TERMS AND CONDITIONS CONTAINED HEREIN ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATION OR STATEMENT SHOULD BE RELIED UPON BY YOU.

☐	NEVADA CUSTOMERS ONLY: By initialing this box, You acknowledge that this Agreement is a contract, that You have read and understand the terms, conditions, and exclusions section, and affirmatively agree to the terms contained herein.		
Customer Signature	Date 12/20/2022	Seller Signature	Date 12/20/2022
Co-Buyer Signature	Date 12/20/2022		
Administered by: CADILLAC FINANCIAL SERVICES PRODUCTS INTERNATIONAL, LLC, Two Concourse Parkway, Suite 500, Atlanta, GA 30328 833-959-0106			



MULTI PROTECTION CONTRACT REGISTRATION

Vehicle Information

Vehicle Identification Number (VIN) [REDACTED]	Year 2023	Make Cadillac	Model Escalade
Vehicle In-Service Date 12/20/2022	Contract Purchase Date 12/20/2022		Current Odometer Reading 5

Contract Holder(s)

Contract Holder's First & Last Name or Company Name [REDACTED]	Co-Borrower /Co-Lessee [REDACTED]
Email Address [REDACTED]	
City Ladera Ranch	State CA
Zip Code [REDACTED]	Phone Number [REDACTED]

Service Contract

Program	Term	Cost
☐ Multi Protection - Tire & Wheel, Dent, Windshield and Key Coverage	60 Months	Contract \$ 1522.00
☒ Multi Protection - Tire & Wheel - Cosmetic, Dent, Windshield and Key Coverage		Tax \$ 0.00
☐ Multi Protection - Tire & Wheel - Cosmetic/Chrome, Dent, Windshield and Key Coverage		Total \$ 1522.00

YOUR CONTRACT EXPIRES ON 12/20/2027

Tire & Wheel Protection - WE will pay for costs to repair or, if not repairable, to replace the original tires and wheels of **YOUR VEHICLE** that fail due to contact with a Road Hazard (curb, pothole or debris on the road surface such as a nail, rock or tree limb) with like-kind and quality replacement tires and/or wheels.

Dent Protection - Repair of any minor dents or dings on this **VEHICLE** that are repairable through existing Paintless Dent Repair (PDR) techniques.

Windshield Protection - Repair, to the front windshield only, of any minor cracks, stars or chips caused by Road Hazards that are repairable through existing windshield resin repair process.

Key Protection - Replacement of **YOUR** Eligible Key if it is lost, stolen, or destroyed in the amount of and **not to exceed \$800 per year**. In order to be eligible for this coverage, **YOU** must have received at least two (2) sets of working keys and remotes at the time of original **VEHICLE** delivery.

Lienholder

☐ Ally or ☐ Service Payment Plan (SPP) or Enter Lienholder Name GM FINANCIAL		
Address P.O. Box 1510		
City Cockeysville	State MD	Zip Code 21030

Selling Dealer Information

Dealership Name TUSTIN CADILLAC	Dealer ID (Required) 303400	Employee ID (Optional) RICHARD THOMPSON	Phone Number 714-734-2400
Mailing Address 50 AUTO CENTER DR	City TUSTIN	State CA	Zip Code 92782-8401

Signature

By signing this, I agree to all the terms and conditions of this form. I acknowledge receipt of the complete Contract coverage agreement at the time of signing. I acknowledge that the purchase of this Contract is not required in order to purchase or obtain financing for a motor vehicle.

By signing below, I certify that I have received two (2) sets of master keys at the time of purchase.

Contract # [REDACTED]	Co-Borrower/Co-Lessee Signature [REDACTED]	Date [REDACTED]
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The service provider/administrator is Ally Service Agreement Corporation; Executive Offices: 500 Woodward Ave., Detroit, MI 48226; Customer Service Offices: PO Box 6855, Chicago, IL 60680-6855; Toll Free 1-833-226-1521

MULTI PROTECTION

This **CONTRACT** is between the **CONTRACT** Holder identified on the **CONTRACT** Registration ("YOU" or "YOUR") and the Provider, Ally Service Agreement Corporation ("WE", "US", or "OUR"), and includes the terms of **YOUR CONTRACT** Registration.

DEFINITIONS

This **CONTRACT** contains the following bold words and phrases that have a particular meaning:

"COMMERCIAL VEHICLES" are defined as a **VEHICLE** in excess of 14,000 lbs. Gross Vehicle Weight Rating (GVWR) or any **VEHICLE** used in any manner for commercial purpose including but not limited to a vehicle being used for bus transport, shuttle service, tow truck/vehicle carrier, limousine, taxi, daily rental or exclusively to transport people for a fee.

"CLAIM" refers to any **COST** for which **YOU** seek payment or reimbursement from **US** under this **CONTRACT**.

"COVERED FAILURE" means the **ELIGIBLE KEY(S)/REMOTE(S)** that has been lost, stolen, or destroyed.

The absence of a key/remote at the time of **VEHICLE** delivery does not constitute a **COVERED FAILURE**.

"COST" or "REASONABLE REPAIR COST" means the customary parts and labor **COSTS** required to complete the repair or replacement of the **COVERED FAILURE**, which in no case shall exceed the Manufacturer's Suggested Retail Price (MSRP) for parts, labor and allowances as defined in the manufacturer's labor time guide or the nationally recognized parts and labor time guides. **WE reserve the right to use "like kind and quality" replacements for lost, stolen, or destroyed keys/remotes.**

"ELIGIBLE KEY(S)/REMOTE(S)" means the key(s)/remote(s) provided to **YOU** received at the time of **VEHICLE** purchase. This includes replacement key(s)/remote(s) that have been obtained subject to the terms of this **CONTRACT**.

"OEM DEALER" means any dealership which is authorized by the Original Equipment Manufacturer to repair or replace the **ELIGIBLE KEY(S)/REMOTE(S)**.

"ROAD HAZARD" is a curb, pothole or debris on the road surface such as a nail, rock or tree limb. Uneven lanes due to repaving or metal plates used to temporarily cover a hole in the road found in areas designated as construction zones or construction sites will not be considered a covered **ROAD HAZARD**.

"SELLING DEALER" means the dealership listed in the registration section of this **CONTRACT**.

"UNSERVICEABLE" means that the tire has been punctured or otherwise damaged to the extent that it is unsafe, or that a wheel will no longer hold a seal with its tire.

"USED VEHICLES" means any **VEHICLE** that has been previously titled to an individual or business.

"VEHICLE" refers to the covered **VEHICLE** as identified on the registration section of this **CONTRACT**.

"WE", "US", or "OUR" means Ally Service Agreement Corporation.

"YOU" or "YOUR" means the **CONTRACT** Holder identified on the **CONTRACT** Registration.

GENERAL TERMS AND CONDITIONS

- a) The term of this **CONTRACT** begins on the Contract Purchase Date and continues for the number of months specified in the Contract Registration section of this **CONTRACT**.
- b) This **CONTRACT** is non-renewable and the period during which coverage applies is limited to the term **YOU** purchased.
- c) **YOU** will not be required to pay a deductible for claims made under this **CONTRACT**.
- d) This **CONTRACT** includes coverage for damages incurred in the United States and Canada.
- e) Eligible **VEHICLES** include current model year plus twenty (20) prior model years.
- f) **WE** will make every effort to provide service but there are instances where **WE** have no vendor available in **YOUR** area. In such an instance, **WE** reserve the right to make cash settlements in lieu of providing service. Such settlement will be based on market rates for like services in **YOUR** general geographic area;

g) **THIS IS NOT AN INSURANCE CONTRACT.**

GENERAL EXCLUSIONS

This **CONTRACT** does not cover:

- a) Any damage that occurs outside the United States or Canada;
- b) Any damage which is covered by any other agreement or warranties issued by the manufacturer;
- c) Any damage that is the result of a manufacturer's defect;
- d) Any consequential loss or damage whatsoever, including loss, damage, or injury to persons or property resulting from the failure of any of the parts of the **VEHICLE** described herein, the repair or replacement of which are covered under the terms and conditions of this **CONTRACT**;
- e) Any loss where **YOU** or any person on **YOUR** behalf falsely swears or commits any fraudulent act with respect to any **CLAIM**;
- f) If a material misrepresentation was made on the **CONTRACT** Registration or if **YOU** are no longer using **YOUR VEHICLE** in accordance with the eligibility requirements stated on the **CONTRACT** Registration;
- g) Any repair or replacement that is not pre-authorized by **US**;
- h) Any loss that is not reported to **US** within sixty (60) days from the date the damage occurs;
- i) Any damage resulting from off-road use, racing, collision with another vehicle, chain damage, misuse, abuse, negligence, lack of proper maintenance as detailed in the **VEHICLE**'s manual, misalignment, suspension problems, use on a construction site or on roads not regularly maintained (Damage from these conditions or any accident should be reported to **YOUR** automobile physical damage insurance company), vandalism or malicious mischief, fire, or any loss covered by primary physical damage insurance;
- j) **COMMERCIAL VEHICLES** including **VEHICLES** with gross **VEHICLE** weight rating (**GWVR**) exceeding 14,000 pounds; used exclusively for livery, taxicabs, hire and rental; competitive driving, racing, and off-road use; equipped with or identified as snowplows; used for delivery services, as pool cars or emergency **VEHICLES**; trailers, special optional commercial equipment, accessories and body components;
- k) **Caused by a condition that existed prior to purchase of this CONTRACT.**

YOU MUST CONTACT US TO RECEIVE PRIOR AUTHORIZATION BEFORE ANY REPAIR OR REPLACEMENT: 833-226-1521

WHAT THIS CONTRACT COVERS

TIRE AND WHEEL PROTECTION

If the **CONTRACT** Registration indicates that **YOU** have selected Tire & Wheel Protection, this **CONTRACT** provides for the repair or replacement of the **VEHICLE'S** tires and wheels which, during the term of this **CONTRACT**, become **UNSERVICEABLE** due to a **ROAD HAZARD** covered under this **CONTRACT**. Tire and/or wheel damage that is cosmetic in nature and does not render the tire and/or wheel **UNSERVICEABLE** is specifically excluded unless **YOU** have purchased Cosmetic coverage.

Coverage is limited to the manufacturer's original equipment tires and wheels or comparable or like replacements as deemed necessary by **US**. Tires and wheels are eligible for repair or replacement down to three/thirty-seconds of an inch (3/32") tread depth.

- **Flat Tires:** **YOU** will be reimbursed for the **REASONABLE REPAIR COSTS YOU** incur to repair a flat tire caused by a **ROAD HAZARD** while operating the **VEHICLE** on public streets and in a legal manner.
- **Tire Replacement:** **YOU** will be reimbursed for the **REASONABLE REPAIR COSTS YOU** incur to replace a tire only if a tire covered by this **CONTRACT** becomes unrepairable due to damage caused by a **ROAD HAZARD**. This coverage is valid through the tread life of a tire (tread depth of less than 3/32" is excluded) and replacement will be made with a tire of *like kind and quality* to the original tire. **WE** reserve the right to purchase the replacement tire(s) from a vendor of **OUR** choosing. If **WE** exercise this option, **WE** will ship the tire(s) to the repair facility of **YOUR** choosing for installation.
- **Wheels (Rims):** **YOU** will be reimbursed for the repair or replacement of wheels rendered **UNSERVICEABLE** due to a **ROAD HAZARD** covered under this **CONTRACT**. **WE** reserve the right to have damaged wheels repaired at **OUR** cost by a service provider of **OUR** choosing. **WE** further reserve the right to replace the damaged wheel at **OUR** cost with a remanufactured wheel of *like kind and quality* to the wheel that was damaged by the covered **ROAD HAZARD**. **WE** will cover

wheel replacement only in the event that the damaged wheel cannot be repaired.

- **Mounting and Balancing:** YOU will be reimbursed for the **REASONABLE REPAIR COSTS** that YOU incur for mounting, balancing, valve stems, and tire disposal for any tire replaced under this **CONTRACT**. Charges for noise mitigation devices, shop supplies, or any other parts not specified in this **CONTRACT** are hereby excluded.
- **Tire Pressure Monitoring Systems (TPMS):** YOU will be reimbursed for the replacement of the TPMS if it is damaged by a **ROAD HAZARD**. TPMS damaged while removing the tire or wheel from YOUR **VEHICLE** is not covered.
- **Taxes:** YOU will be reimbursed for the cost of local and state taxes, as directed by state agencies for any tire or wheel replaced under this **CONTRACT**.

TIRE AND WHEEL PROTECTION - COSMETIC

If the **CONTRACT** Registration indicates that **YOU** have selected Tire & Wheel Protection - Cosmetic, **WE** will provide **YOU** standard Tire and Wheel Protection listed above plus, **WE will provide coverage for damage that is cosmetic in nature and does not render the tire and/or wheel UNSERVICEABLE**. Tire and/or wheels will only be replaced under this section if they cannot be repaired. In **TIRE AND WHEEL PROTECTION EXCLUSIONS**, item "f" is hereby deleted for purposes of this section.

TIRE AND WHEEL PROTECTION – COSMETIC/CHROME

If the **CONTRACT** Registration indicates that **YOU** have selected Tire & Wheel Protection – Cosmetic/Chrome, **WE** will provide **YOU** standard Tire and Wheel Protection - Cosmetic listed above plus replacement coverage for chrome wheels, wheels with chrome simulation or inserts (i.e. Clad), or machined wheels that is **cosmetic in nature and does not render the tire and/or wheel UNSERVICEABLE**. In **TIRE AND WHEEL PROTECTION EXCLUSIONS**, item "f" is hereby deleted for purposes of this section.

Special Provisions relating to Aftermarket Wheels: In the event the **VEHICLE** has damage to an aftermarket wheel, please be advised that it may not be possible for the repair facility to locate an exact matching replacement wheel. Aftermarket wheels are generally discontinued after a certain time period. It is the responsibility of the repair facility (or YOU) to locate a replacement. If a matching replacement cannot be found, a cash settlement will be made to the **CONTRACT** Holder in the amount for which the original damaged wheel was purchased. Selection of the cosmetic upgrades the **CONTRACT** Holder's coverage to include the repair of cosmetic damage only to Alloy Wheels (See "Definitions" Section herein for the definition of Alloy Wheel Repair.) Due to aging and variance in Alloy Wheel color and texture, it is not always possible to match colors or texture to the other Alloy Wheels, so an exact color or texture match is not guaranteed.

TIRE AND WHEEL PROTECTION EXCLUSIONS

- a) Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace tires or wheels;
- b) Any damage caused by driving on tires that are improperly inflated;
- c) Any damage to tires and/or wheels which are undersized, oversized, or otherwise not recommended by the **VEHICLE** manufacturer;
- d) Any damage to tires and/or wheels transferred from another **VEHICLE** subsequent to the effective date of this **CONTRACT**;
- e) Wheels added to **VEHICLE** subsequent to the effective date of this **CONTRACT** except for previously authorized replacements under this **CONTRACT**.
- f) Any Cosmetic Damage to tires regardless of the cause of damage; unless Cosmetic Coverage is selected
- g) Any damage to tires with tread depth of less than 3/32" at the lowest point on the tire;
- h) Any wheel constructed of carbon fiber, ceramic, or any material other than steel or aluminum alloy;
- i) TPMS damaged while removing the tire or wheel from YOUR **VEHICLE** is not covered.

TIRE AND WHEEL CLAIM PROCEDURE

YOU MUST OBTAIN AUTHORIZATION PRIOR TO REPLACEMENT OF ANY TIRE, AND/OR PRIOR TO ANY REPAIR OR REPLACEMENT OF ANY WHEEL.

For authorization and instructions, please call US at 833-226-1521 Monday through Friday from 8:30 am to 8:00 pm Eastern time. A proof of loss form will be provided which YOU must complete and

return to 800 Yamato Road, Suite 100, Boca Raton, Florida 33431 within sixty (60) days along with the following documentation:

- a) Front and back copy of this **CONTRACT**;
- b) Original replacement or repair invoice which must reflect:
 - 1) The tread depth of the damaged tire;
 - 2) Whether or not the damaged tire or wheel was repairable, and if not, why not;
 - 3) Whether or not the damage was due to a manufacturer's defect;
- c) Original receipts for Emergency Travel Expenses or Rental Car, if applicable; and
- d) Any other information that **WE** reasonably request. In the event that both the tire and/or wheel damage occurs after **OUR** regular business hours, or on a weekend, and repairs must be completed, **YOU MUST** follow these instructions and obtain a proof of loss form online at www.niufi.com or by calling **US** on the following business day.

All after-hours instructions must be followed in order to receive reimbursement. Subsequent to after-hours repairs/replacements, **YOU** must call **US** at 833-226-1521 the next business day to report **YOUR CLAIM**. **YOU** must complete and return the proof of loss form with the following documentation:

- a) the original, paid, repair invoice;
- b) legible copies of the front and back of **YOUR CONTRACT**;
- c) a legible copy of **YOUR VEHICLE** purchase order or finance agreement; and
- d) photos of the damaged tire(s) and/or wheel(s).

IMPORTANT: Please note that alloy wheel damage can oftentimes be repaired. In the event that damaged wheels are replaced, **YOUR** repair facility must document the reasons why wheel repair was not possible. They should then attempt to obtain a remanufactured wheel to replace the damaged wheel. **NOTE: WE RESERVE THE RIGHT TO INSPECT ANY DAMAGED TIRE AND/OR WHEEL PRIOR TO ITS REPAIR OR DISPOSAL. FAILURE TO PRESERVE THE DAMAGED PROPERTY MAY RESULT IN CLAIM DENIAL.**

KEY PROTECTION

If the **CONTRACT** Registration indicates that **YOU** have selected Key Protection, **WE** will in the event **YOUR ELIGIBLE KEY/REMOTE** is lost, stolen, or destroyed pay for a replacement key/remote for an amount **not to exceed eight hundred dollars (\$800)** per year. Valet keys and other keys with limited functionality are excluded.

IMPORTANT NOTE: FOR THE SAFETY AND SECURITY OF THE VEHICLE OWNER, ALL KEYS AND/OR REMOTES THAT ARE REPORTED LOST, STOLEN, OR DESTROYED MUST BE DEPROGRAMMED BY THE OEM DEALER PRIOR TO REPLACEMENT.

YOU must receive a minimum of two (2) sets of working keys and remotes from the **SELLING DEALER** at the time of **VEHICLE** delivery in order to be eligible receive Key/Remote Replacement benefits under this **CONTRACT**.

KEY PROTECTION EXCLUSIONS

- a) Replacement of valet keys or other non-manufacturer keys/remotes with limited functionality.

KEY PROTECTION - CLAIM PROCEDURES

YOU MUST CONTACT US TO RECEIVE PRIOR AUTHORIZATION BEFORE ANY REPAIR OR REPLACEMENT AT 833-226-1521

To obtain key/remote replacement benefits under this **CONTRACT**, **YOU** must comply with the following conditions:

- a) **ALL KEY/REMOTE REPLACEMENT CLAIMS MUST BE CALLED IN FOR AUTHORIZATION PRIOR TO REPLACEMENT;**
- b) All **CLAIMS** must be reported to 800 W. Yamato Road, Suite 100, Boca Raton, FL 33431; 833-226-1521, Monday through Friday from 8:30 am to 8:00 pm Eastern time;
- c) **WE** recommend that **YOU** return to the **SELLING DEALER** to have a replacement key/remote cut and programmed. If **YOU** are unable to go to the **SELLING DEALER** or if the **SELLING DEALER** is no longer in business, **YOU** may go to any **OEM DEALER** for **YOUR VEHICLE'S** make;
- d) **WE** agree to pay **YOU** or a licensed repair facility up to the Manufacturer's Suggested Retail Price (MSRP) to replace **YOUR ELIGIBLE** Key if lost, stolen, or destroyed.
- e) All non-working keys/remotes must be made available to the dealer for inspection;
- f) The **OEM DEALER** must forward a copy of the original repair order to **US** for final payment;

- g) **WE will not provide any ELIGIBLE KEY(S)/REMOTE(S) to YOU. WE are solely agreeing to pay the cost of the replacement of ELIGIBLE KEY(S)/REMOTE(S) to YOU or the authorized repair facility. Further, WE do not in any way warrant or guaranty, whether express or implied, any replacement ELIGIBLE KEY(S)/REMOTE(S) obtained by YOU and paid for by US.**

DENT PROTECTION

WE will repair of any dents and dings on the VEHICLE that are repairable through Paintless Dent Repair (PDR) techniques. PDR is a process, developed by the automobile manufacturing community, that uses specialized hand tools to gently push the dented metal back to its original form. This permanently removes door dings and minor dents without harming the VEHICLE'S factory finish. OUR PDR Technician will inspect the ding or dent and verify if the damage can be repaired by PDR methods, before work is performed. If the damage to the VEHICLE is not repairable by PDR methods no benefit will be provided.

DENT PROTECTION - EXCLUSIONS

- a) **Dents that are inaccessible due to the existence of after-market equipment or where such after-market equipment or the installation thereof has altered the original VEHICLE configuration;**
- b) **Edges where it is determined that the manufacturer's bracing does not allow for the PDR process;**
- c) **Repairs to creased metal or any area where the paint is damaged;**
- d) **Repairs to any dent or ding that could in any way affect the VEHICLE'S paint or finish;**
- e) **Repairs to any dent or ding that would require the replacement of VEHICLE'S body panels or require sanding, bonding or painting;**
- f) **Hail damage, consequential damage, chipped paint, vandalism, collision, and environmental damage**
- g) **Exterior horizontal painted metal body panels.**

DENT PROTECTION - CLAIMS PROCEDURES

YOU MUST CONTACT US TO RECEIVE PRIOR AUTHORIZATION BEFORE ANY REPAIR AT 833-226-1521

FOR CLAIMS SERVICE, YOU MUST CALL US at 833-226-1521, Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern time, PRIOR TO REPAIR FOR AUTHORIZATION. In the event of a CLAIM, WE must be notified immediately and in no event more than sixty (60) days from the date of loss. They will take all information necessary to process the CLAIM, and will assign the repair to a technician within their Paintless Dent Repair Network. In the event that WE do not have a technician available in YOUR area, YOU will be given an authorization number and will be reimbursed for the cost of the Paintless Dent Repair, up to a maximum of the fair market value to repair any door dings and minor dents.

In the event that dent damage occurs after OUR regular business hours, or on a weekend, and repairs must be completed, YOU may schedule repair service with a repair facility of YOUR choosing, and can submit for reimbursement consideration for the REASONABLE REPAIR COST. To qualify for reimbursement consideration, YOU must call US the next business day to report YOUR CLAIM. YOU must provide US with an original, paid invoice from a licensed company whose regular business includes Paintless Dent Repair.

WINDSHIELD PROTECTION

WE will cover the cost of repairs to the front windshield ONLY of minor chips and cracks caused by propelled rocks or other propelled road debris. There is no coverage for stress cracks, cracks over six (6) inches in length, or any damage wherein it is determined by the repair technician that the damage cannot be repaired. Weather related damage is NOT covered.

WINDSHIELD REPLACEMENT IS NOT COVERED UNDER THIS CONTRACT

WINDSHIELD REPAIR PROTECTION – CLAIM PROCUDRES

YOU MUST CONTACT US TO RECEIVE PRIOR AUTHORIZATION BEFORE ANY REPAIR AT 833-226-1521

YOU may call 833-226-1521, Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern time, prior to repair, and WE will dispatch a repairer at OUR full cost and expense. Alternatively, YOU may schedule a repair with a repair facility of YOUR choosing, and WE will reimburse YOU for the **REASONABLE REPAIR COST** upon presentation of an original paid invoice from a licensed company whose regular business includes glass repair. Under no circumstances will WE pay for windshield replacement, even in the event that the damage was initially repairable.

YOUR RESPONSIBILITIES

It is YOUR responsibility to ensure that the technician has obtained an authorization number for repairs from US prior to any work being completed on YOUR VEHICLE. It is YOUR responsibility to take reasonable precautions to protect YOUR VEHICLE from further damage when an apparent problem exists. It is YOUR responsibility to notify the US within sixty (60) days of the appearance of any damage. After the work has been authorized, it is also YOUR responsibility to ensure that repairs are completed in a timely manner to avoid further damage.

YOU must maintain proper air pressure in all covered tires. Tires should be checked monthly for proper pressure, signs of dry rot, improper wear, and tread depth less than 3/32". Any conditions that cannot be corrected demand replacement for the safety of the VEHICLE'S occupants.

LIMIT OF LIABILITY

The most WE will pay under this CONTRACT for any one repair visit is the actual cash value of the VEHICLE at the time of loss.

CUSTOMER SATISFACTION PROCEDURE

YOUR satisfaction and goodwill are important to US. Sometimes, however, despite the best intentions of all concerned, misunderstandings can occur. If a matter has not been resolved to YOUR satisfaction, the following steps should be taken:

STEP ONE - Discuss YOUR concerns with the repairer staff or owner of the facility. Normally, concerns can be quickly resolved at that level.

STEP TWO - If after contacting such persons, YOUR concerns remain unresolved, contact US at 833-226-1521, Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time.

APPRAISAL OF LOSS

If YOU do not agree with OUR evaluation of YOUR CLAIM, either party may demand an appraisal of the CLAIM. In this event, within sixty (60) days after the date a CLAIM is filed, each party will select a competent appraiser. The two appraisers will select an umpire and separately state the actual cash value of the CLAIM. If the appraisers fail to agree, they will submit their differences to the umpire. Each party will pay their chosen appraiser and the expenses of the umpire equally. An appraisal shall not act as a waiver of OUR rights or YOUR rights under this CONTRACT.

TRANSFER

This CONTRACT cannot be transferred to another VEHICLE. This CONTRACT may be transferred by YOU to someone YOU sell or otherwise transfer ownership of YOUR VEHICLE while this CONTRACT is still in force. To transfer this CONTRACT, YOU may contact US at 833-226-1521 or return this CONTRACT to YOUR SELLING DEALER. YOU will be provided with a transfer form which must be completed by YOU and the new owner of the VEHICLE and submitted to US along with a \$35 check or money order to cover the transfer fee. WE must be notified within thirty (30) days of the date VEHICLE ownership is transferred or this CONTRACT will no longer be in force. In the event of YOUR death, coverage will be available to YOUR spouse or legal representative.

This CONTRACT cannot be transferred if the title transfer of YOUR VEHICLE passes through an entity other than the subsequent buyer, or YOUR VEHICLE is sold or traded to a dealership, leasing agency or entity/individual in the business of selling VEHICLES.

CUSTOMER CONTRACT CANCELLATION AND REFUNDS

YOU may cancel this CONTRACT for any reason, at any time during the term of this CONTRACT. To cancel this CONTRACT, YOU may contact US at 833-226-1521 or return this CONTRACT to YOUR SELLING DEALER.

If YOU cancel within sixty (60) days of the date this CONTRACT was purchased, the entire purchase price will be refunded unless YOU have made a CLAIM. If YOU have made a CLAIM or if YOU cancel after sixty (60) days from the purchase date, YOU or a person authorized by YOU will receive a prorated refund of the purchase price, less a \$35 administration fee. The proration will be based on the number of days of COVERAGE remaining. WE will not subtract the cost of a CLAIM, if any, from YOUR refund. WE will pay or credit YOUR cancellation refund within 30 days of the date that WE or the SELLING DEALER receives YOUR request for cancellation. The refund will be paid to the lienholder unless YOU provide proof that the lien has been paid.

OBLIGOR CONTRACT CANCELLATIONS AND REFUNDS

WE may cancel this CONTRACT in the event the charge for YOUR CONTRACT has not been paid or if there is a material misrepresentation on the CONTRACT Registration. If WE cancel due to non-payment, WE will mail written notice of cancellation to YOU by certified mail. If WE cancel this CONTRACT, the cancellation and refund will be processed according to the CUSTOMER CANCELLATION AND REFUNDS section, except no cancellation fee will be charged. Any refund owed will be paid or credited no more than thirty (30) days after the effective date of cancellation.

If canceled, Coverage may not be repurchased by YOU or reinstated on the VEHICLE.

LIENHOLDER CONTRACT CANCELLATIONS AND REFUNDS

If YOUR VEHICLE is a total loss or repossessed, YOUR cancellation rights under this CONTRACT transfer to the Lienholder, if any. WE will pay or credit YOUR cancellation refund no more than thirty (30) days from the date that WE or the SELLING DEALER receive the lienholder's request for cancellation.

Any lienholder identified on the Contract Registration is authorized:

- a) To receive refund for credit to the applicable account when the contract holder requests cancellation of this CONTRACT.
- b) To cancel this CONTRACT and receive refund for credit to the applicable account when: (1) the VEHICLE is a total loss; or (2) the contract holder defaults in the obligation to the lienholder.

OUR RIGHT TO RECOVER

If YOU have a right to recover against another party for anything WE have paid under this CONTRACT, YOUR rights shall become OUR rights. WE shall recover only the excess after YOU are fully compensated for YOUR loss.

The obligations of the provider under this CONTRACT are covered by a policy of insurance issued by MIC Property and Casualty Insurance Corporation, Executive/Administrative Offices: 500 Woodward Avenue, 14th Floor, Detroit, MI 48226, 833-226-1521. In the event the provider does not pay any CLAIM or make any refund or consideration due, including the return of any unearned provider fee, within thirty (30) days after proof of loss has been filed or the provider ceases to do business or goes bankrupt, YOU may apply directly to MIC Property and Casualty Insurance Corporation for the protection afforded by this CONTRACT.

PROVIDER/ADMINISTRATOR

Ally Service Agreement Corporation
Executive Offices: 500 Woodward Ave., Detroit, MI 48226;
Customer Service Offices: PO Box 6855, Chicago, IL 60680-6855;
Toll Free 1-833-226-1521

ROADSIDE EMERGENCY ASSISTANCE COVERAGE

All 24-hour Emergency Roadside Assistance Services and Benefits listed below are administered by Nation Motor Club, LLC located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431; California Motor Club Permit Number 5157-3.

When arranging for Roadside Assistance, please call US at 1-888-798-5707. WE will authorize the following towing or emergency road service.

Towing - Up to twenty-five (25) miles at no out of pocket expense to YOU. Additional mileage is available and will be negotiated prior to sending out a service vehicle. Additional mileage is to be paid by YOU directly to the service provider at the time of service.

Emergency Road Service - Any available road service that is needed to get YOUR VEHICLE running (i.e. hose replacement, tightening of cables or belts etc.). YOU are responsible for the actual cost of parts and/or supplies needed.

Essential Fluids or Supplies Delivery - Including gasoline, water, oil, or any supplies necessary to send YOUR VEHICLE on its way. YOU are responsible for the actual cost of fluid or supplies delivered.

Flat Tire Changes or Repairs - Includes changing a flat tire with YOUR good spare.

Emergency Battery Service - Includes tightening or cleaning of cables, jumpstarts, and minor adjustments to alternator.

Lockout Services - WE will send a locksmith if YOU are accidentally locked out of YOUR VEHICLE. Access is limited to the passenger compartment only.

Covered services not obtained through US are limited to a maximum reimbursement amount of one hundred dollars (\$100).

TRIP INTERRUPTION

In the event that YOUR VEHICLE is disabled due to a covered ROAD HAZARD, WE will reimburse YOU for emergency living expenses for up to three (3) days for costs that YOU incur for local lodging and meals. Maximum coverage is one hundred dollars (\$100) per day aggregate while YOUR VEHICLE is being repaired, provided that the disablement and repairs occur at least two hundred fifty (250) miles from YOUR primary residence.

RENTAL REIMBURSEMENT

In the event WE require an inspection of the VEHICLE or if the COVERED FAILURE requires the shipment of materials to the repair facility, YOU will be reimbursed for rental car expenses incurred while the inspection is being performed or while the VEHICLE'S tires and/or wheels are being repaired/replaced pursuant to this CONTRACT. WE will reimburse YOU up to fifty dollars (\$50) a day for up to a maximum of three (3) days per repair. No rental coverage will be provided for claims which are cosmetic wheel repair only.

STATE PROVISION LANGUAGE

The following Special State Requirements and/or Disclosures apply to **CONTRACTS** purchased in the following states and the following sections are amended to include following provisions and these provisions supersede the provisions herein.

CALIFORNIA

For California Residents and future California Residents, see the Notice of Collection at the end of this form.
APPRAISAL OF LOSS - The Appraisal of Loss section is not applicable.

CUSTOMER CONTRACT CANCELLATIONS AND REFUNDS - If **YOU** cancel within sixty (60) days of **YOUR** purchase and **YOU** have not made **CLAIM**, the entire purchase price will be refunded and **YOU** will not be charged an administration fee. If **YOU** cancel within sixty (60) days of **YOUR** purchase and **YOU** have made a **CLAIM**, **WE** will refund the unused portion of the purchase price to **YOU**. In either case, **YOU** will not be charged an administration fee. If **YOU** cancel more than sixty (60) days after the purchase date, the unused portion of the purchase price, less an administration fee of \$25 or ten percent (10%) of the purchase price, whichever is less, will be refunded to **YOU** or a person authorized by **YOU** to receive it for **YOUR** account within thirty (30) days of the date that **WE** or the selling dealership receives **YOUR** request for cancellation. The amount of refund will be prorated using the lesser of days or miles of coverage remaining. **WE** will not subtract the **COST** of a **CLAIM**, if any, from **YOUR** refund.

OBLIGOR CONTRACT CANCELLATIONS AND REFUNDS - If **WE** cancel within sixty (60) days of the date this **CONTRACT** was purchased, the entire purchase price will be refunded unless **YOU** have made a **CLAIM**. If **WE** cancel, after sixty (60) days from the purchase date or **YOU** have made a **CLAIM**, **YOU** or a person authorized by **YOU** will receive a prorated refund of the purchase price. **WE** will pay or credit **YOUR** cancellation refund no more than thirty (30) days from the effective date of cancellation by the obligor and the obligor is liable for any **CLAIM** made prior to the effective date of cancellation if the **CLAIM** is covered by the **CONTRACT**. **WE** may cancel this **CONTRACT** in the event the charge for **YOUR CONTRACT** has not been paid or if there is a material misrepresentation on the **CONTRACT** Registration. If **WE** cancel, **WE** will give **YOU** five (5) days' notice of cancellation and state the specific reason for cancellation.

INSURANCE DISCLOSURE - Performance to **YOU** under this **CONTRACT** is guaranteed by a California-approved insurance company. The name and address of the insurance company is MIC Property and Casualty Insurance Corporation, 500 Woodward Avenue, 14 Floor, Detroit, MI 48226. **YOU** may file a **CLAIM** with this insurance company if any promise made in the **CONTRACT** has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. If **YOU** are not satisfied with the insurance company's response, **YOU** may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

All 24-hour Emergency Roadside Assistance Services and Benefits are administered by Nation Motor Club, LLC located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431; California Motor Club Permit Number 5157-3.

STATE DISCLOSURE – Ally Service Agreement Corporation's Provider License No. is 0C64527.



Notice of Collection (California Residents Only)

Collection, Use, and Disclosure of Personal Information

We collect and have collected, used, and disclosed, in the past 12 months, the following categories of Personal Information about California residents:

- Identifiers such as full name, postal address, email address, telephone number, vehicle identification number, or other similar identifiers;
- Personal Information as defined in the California safeguards law such as full name, address, and telephone number; and
- Sensory data such as audio, electronic, or similar information.

We collect the above categories of Personal Information from the following sources:

- From California residents or authorized agents and parties (e.g., from documents that you provide to us related to the services for which you engage us or through information we collect from you including your employer, in the course of providing services to you);
- Directly and indirectly from your activity on our digital properties (e.g., from submissions through our website portal or website details we collect automatically);
- From third parties (e.g., credit bureaus and consumer data resellers) that interact with us in connection with services and activities we perform; and
- From our affiliates.

We collect and have collected in the past 12 months the above categories of Personal Information for one or more of the following business or commercial purposes:

- To fulfill or meet the reason for which the information was provided. If you provide your personal information to purchase a product or service, we will use that information to process your request;
- To provide, support, and develop our websites, products, and services;
- To create, maintain, customize, and secure your account with us;
- To process your requests, purchases, transactions, and payments and prevent transactional fraud;
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our response;
- To personalize your website experience and to deliver relevant content and product and service offerings, including targeted offers and ads through our websites, third-party sites, and via email or text message (with your consent, where required by law);
- To help maintain the safety, security, and integrity of our business websites, products and services, databases and other technology assets;
- For testing, research, analysis, and product development, including to develop and improve our websites, products, and services;
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations; and
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.

We will not collect additional categories of Personal Information or use Personal Information we collect for purposes not disclosed within this form.

For additional information, please read our CCPA Disclosure for California Residents, which is located at <https://www.ally.com/privacy>.



Limited Warranty Registration

Customer:

First Name Last Name Phone Number Email Address

Address City State Zip Code

Dealer:

Dealership Name

TUSTIN CADILLAC

Address City State Zip Code

8401 50 AUTO CENTER DR, TUSTIN CA 92782

Vehicle:

Vehicle Identification Number Year Make Model

2023 CADILLAC ESCALADE SPORT

Product Purchase Date Current Mileage Product Purchase Price

12/20/2022 05 \$1,206.00

Product Selection (Check One Only)

☒ **EckBond Ultimate** (Paint, Interior, Rip & Burn*, Protection When Dents Occur, Alloy Wheel, Headlight and Windshield* Protection)

☐ **EckBond Plus** (Paint, Interior, Rip & Burn*, Protection When Dents Occur and Headlight Protection)

☒ **EckBond** (Paint, Interior, Rip & Burn* Protection)

*Not available in all states (see Limited Warranty Terms and Conditions)

Term: ☒ **5 Year Term**

☐ **3 Year Term**

I acknowledge that the Selling Dealer has explained the terms and conditions of this Limited Warranty, has provided me with a copy, and that this Limited Warranty is provided to me at no additional charge. I understand the purchase of this product is not required to obtain financing on my vehicle. I agree to the terms, conditions and limitations contained herein. Also, I understand that the failure to receive prior authorization will result in denial of any claim under this Limited Warranty. This is a Limited Product Warranty that requires the product to be applied to my vehicle and is not insurance.

Customer's Signature: _____

Date: 12/20/2022

Selling Dealer's Signature: _____

Date: 12/20/2022

Eckbond Coatings Inc., 2903 Saturn St. Unit H, Brea, CA 92821 - (855) 690-8925 / (714) 203-1599 Fax: (714) 203-1633

Business Hours: 7:30am- 4pm PST Top Copy: Eckbond / Yellow: Dealer/ Pink: Lienholder / Gold: Customer

AGREEMENT TO FURNISH INSURANCE POLICY

(TO BE USED WITH SECURITY AGREEMENT ON SALE OF VEHICLE)

DEAL# [REDACTED] STOCK# [REDACTED] CUST# [REDACTED] Date [REDACTED]

To Seller **TUSTIN CADILLAC**

50 AUTO CENTER DRIVE

TUSTIN

CA

92782

The undersigned Purchaser(s) agree(s) to furnish his/their own Insurance Policy, covering property which is the subject of a Security Agreement dated this 20 day of DECEMBER, YR 2022

The vehicle referred to herein is described as follows:

Year	Make	Model	Body	Vehicle Identification No.
2023	CADILLAC	ESCALADE	UTILITY	[REDACTED]

Such Insurance Policy must be delivered to the Seller within 7 days from the date hereof, and if Seller does not receive such Policy by the time stated, Seller may (but is not required to) procure insurance of the kind and type agreed to be furnished under the terms of the above mentioned Security Agreement.

Ins.Co. **STATE FARM MUTUAL INSURANCE COMPANY** Agent **SAUNDERS INSURANCE AGENCY INC**

(949) 218-8080

ADDRESS OF AGENT - STREET CITY STATE ZIP AGENT'S PHONE NUMBER

Policy No. [REDACTED] Exp. Date **03/02/2023**

☐ Fire & Theft - ☐ Additional Coverage - ☒ \$ **500** Deductible Comprehensive - ☒ \$ **500** Deductible Collision

In the event I fail to furnish a valid insurance policy, or written evidence, from an insurance company for comprehensive and deductible collision insurance coverage, within the time specified from above date, I hereby agree to pay to Seller or its assignees any earned premium for any policy they may have to place for the above described vehicle in accordance with repayment procedures established under California Civil Code Section 2982.8.

I/we further agree to assume forthwith any and all responsibility for damage to the property referred to above or resulting from the use, maintenance or operation thereof, and agree to hold Seller free of any loss, claim, or liability resulting from any damage to said property or from the use, maintenance or operation thereof.

Loss Payee **GM FINANCIAL** **P.O. BOX 1510** **COCKEYSVILLE MD 21030**

NOTICE TO BUYER: This Agreement does not authorize the ordering of **Public Liability or Property Damage Insurance**.

Any insurance ordered by the financial institution will cover loss of or damage to the above described vehicle only and **will not include Public Liability or Property Damage Insurance**.

"WARNING: IT IS YOUR RESPONSIBILITY UNDER CALIFORNIA LAW TO OBTAIN LIABILITY INSURANCE OR BE SUBJECT TO PENALTIES FOR VIOLATING SECTION 16020 OF THE VEHICLE CODE, WHICH MAY INCLUDE LOSS OF LICENSE OR A FINE. THE INSURANCE ACQUIRED BY THE LIENHOLDER DOES NOT PROVIDE LIABILITY COVERAGE AND DOES NOT SATISFY YOUR RESPONSIBILITY UNDER CALIFORNIA LAW."

BUYER'S NAME (Printed)

ADDRESS

X
BUYER'S SIGNATURE

X N/A

CO-BUYER'S SIGNATURE N/A



VEHICLE/VESSEL TRANSFER AND REASSIGNMENT FORM

CUST#

DEAL#

STOCK#

INSTRUCTIONS ON REVERSE SIDE — ALL SIGNATURES MUST BE IN INK — PHOTOCOPIES NOT ACCEPTED

This form is not the ownership certificate. It must accompany the titling document or Application for Duplicate Title. For Car Buyer's Bill of Rights, visit www.dmv.ca.gov.

ACQUISITION NUMBER (DISMANTLER ONLY)

VEHICLE/VESSEL ID

SECTION 1 — VEHICLE/VESSEL DESCRIPTION

IDENTIFICATION NUMBER	YEAR MODEL	MAKE	LICENSE PLATE/CF NO.	MOTORCYCLE ENGINE NUMBER
[REDACTED]	2023	CADILLAC		
	ESCALADE			

BILL OF SALE

SECTION 2 — BILL OF SALE

I/We **TUSTIN CADILLAC** PRINT SELLER'S NAME(S) sell, transfer, and deliver the above vehicle/vessel to [REDACTED] PRINT BUYER'S NAME(S) for the amount of **\$125,595.00** (SELLING PRICE)

If this was a gift, indicate relationship: **N/A** (e.g., parents, spouse, friend, etc.) **\$N/A** (GIFT VALUE)

ODOMETER

SECTION 3 — ODOMETER DISCLOSURE STATEMENT (Void if Mileage is Altered or Erased)

Federal and State Law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads [] [] [] [] [] **5** **10** (no tenths) miles, and to the best of my knowledge reflects the **ACTUAL** mileage *unless one of the following statements is checked.*

WARNING—ODOMETER DISCREPANCY

☐ Odometer reading is **NOT** the actual mileage ☐ Mileage **EXCEEDS** the odometer mechanical limits

Explain odometer discrepancy: _____

SECTION 4 — BUYER AND SELLER (MUST hand print his or her name, date and sign this section.)

BUYER'S SECTION

I acknowledge the odometer reading and the facts of the transfer. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PRINT BUYER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #
[REDACTED]	X [REDACTED]	[REDACTED]	[REDACTED]
N/A	X N/A [REDACTED]	N/A	N/A
PRINT BUYER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #
	X		

BUYER'S MAILING ADDRESS [REDACTED]

SELLER'S SECTION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PRINT SELLER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #
TUSTIN CADILLAC	X [REDACTED]	12/20/2022	95327
PRINT SELLER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #
	X		
PRINT SELLER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #
	X		
SELLER'S MAILING ADDRESS	CITY	STATE	ZIP CODE
50 AUTO CENTER DRIVE	TUSTIN	CA	92782
			DAYTIME TELEPHONE NO.
			714-734-2400

POWER OF ATTORNEY

SECTION 5 — POWER OF ATTORNEY

I/We **WARREN C FOUST** PRINT NAME(S) appoint **TUSTIN CADILLAC** PRINT NAME(S) as my attorney in fact, to complete all necessary documents, as needed, to transfer ownership as required by law.

SIGNATURE REQUIRED BY **X** [REDACTED] DATE **N/A**

SIGNATURE REQUIRED BY **X N/A** [REDACTED] DATE **N/A**

Tustin Cadillac

50 Auto Center Dr
Tustin
CA, 92782

2023 Cadillac Escalade - ARGENT SILVER METALLIC

Acceptance/Declination Sheet

Selling Price: \$125,595.00
Customer Cash: \$15,000.00
Loan: \$2,138.48/mo for 72 mo @ 7.99% APR
Base Payment: \$2,138.48

Customer Declined Products

\$2.25/day \$67.39/mo \$16.85/wk

Ally VSC | APP Major Guard

72 mo | 70000 mi | \$0

- Major Guard coverage covers over 7500 components
- Expensive High Tech Items

Customer Selected Products

\$2.55/day \$76.60/mo \$19.15/wk

**Eckbond Environmental Coatings | Eckbond AECM
Ultimate (5 Year)**

60 mo | 999999 mi | \$0

- Ceramic sealant to exterior; Sealant to interior
- Protectant provides for benefits as described in package application

**Ally Multi Protection Bundle | MP TWcc Dent WS
Key (MultiProtection 4 TW, Dent, WS, Key)**

60 mo | 500000 mi | \$0

- Option's available for Bundle package
- (1) Key/Remote is lost, stolen, or destroyed pay for replacement not to exceed \$800 yr
- (2) Repair to Front Windshield only, of any minor cracks, stars or chips caused by Road Hazards that are repairable through windshield resin repair process
- (3) Tire & Wheel protection for repair or replacement of the Vehicles tires/wheels that become unserviceable due to a Road Hazard
- (4) Repair of Dents & Dings through Paintless Dent Repair techniques

**GM Pre Paid Maintenance GMP | CAPP CADILLAC
PRE-PAID MAINTENANCE PLUS - PREMIUM**

36 mo | 999999 mi | \$0

- Prepaid lube, oil & filter changes
- 15 point safety inspections + tire rotation

All payments are estimates.
the optional products. You a

X

Customer Signature

Tustin Cadillac

50 Auto Center Dr
Tustin
CA, 92782

2023 Cadillac Escalade - ARGENT SILVER METALLIC

F&I Product Menu

Selling Price: \$125,595.00
Customer Cash: \$15,000.00
Loan: \$2,138.48/mo for 72 mo @ 7.99% APR
Base Payment: \$2,138.48

	\$4.80/day \$36.00/wk \$72.00/bi \$143.99/mo	PRACTI... \$3.90/day \$29.25/wk \$5 8.50/bi \$117.00/mo	CORE \$3.01/day \$22.56/wk \$45.1 2/bi \$90.24/mo	Custom \$2.55/day \$19.15/wk \$38.3 0/bi \$76.60/mo
Ally VSC APP Major Guard 72 mo 70000 mi \$0 - Major Guard coverage covers over 7500 components - Expensive High Tech Items	Ally VSC APP Major Guard 72 mo 70000 mi \$0 - Major Guard coverage covers over 7500 components - Expensive High Tech Items	Ally VSC APP Major Guard 72 mo 70000 mi \$0 - Major Guard coverage covers over 7500 components - Expensive High Tech Items	Eckbond Environmental Coatings Eckbond AECM Ultimate (5 Year) 60 mo 999999 mi \$0 - Ceramic sealant to exterior; Sealant to interior - Protectant provides for benefits as described in package application	
Eckbond Environmental Coatings Eckbond AECM Ultimate (5 Year) 60 mo 999999 mi \$0 - Ceramic sealant to exterior; Sealant to interior - Protectant provides for benefits as described in package application	Eckbond Environmental Coatings Eckbond AECM Ultimate (5 Year) 60 mo 999999 mi \$0 - Ceramic sealant to exterior; Sealant to interior - Protectant provides for benefits as described in package application	Eckbond Environmental Coatings Eckbond AECM Ultimate (5 Year) 60 mo 999999 mi \$0 - Ceramic sealant to exterior; Sealant to interior - Protectant provides for benefits as described in package application	Ally Multi Protection Bundle MP TWcc Dent WS Key (MultiProtection 4 TW,... 60 mo 500000 mi \$0 - Option's available for Bundle package (1) Key/Remote is lost, stolen, or destroyed pay for replacement not to exceed \$800 yr (2) Repair to Front Windshield only, of any minor cracks, stars or chips caused by Road Hazards that are repairable through windshield resin repair process (3) Tire & Wheel protection for repair or replacement of the Vehicles tires/wheels that become unserviceable due to a Road Hazard (4) Repair of Dents & Dings through Paintless Dent Repair techniques	

All payments are estimates; final figures may vary based on your credit and applicable tax rate. This is not a contract, purchase order or purchase proposal. It is a summary of optional products that are available for purchase. Your signature does not obligate you to purchase the vehicle or the optional products. You acknowledge that all listed products were offered to you. For complete terms and conditions regarding the listed products, see the product related documents.

\$2,282.49/mo for 72 mo

\$2,255.49/mo for 72 mo

\$2,228.72/mo for 72 mo

\$2,215.09/mo for 72 mo

Tustin Cadillac

50 Auto Center Dr
Tustin
CA, 92782

2023 Cadillac Escalade - ARGENT SILVER METALLIC

F&I Product Menu

Selling Price: \$125,595.00
Customer Cash: \$15,000.00
Loan: \$2,138.48/mo for 72 mo @ 7.99% APR
Base Payment: \$2,138.48

WORRYF... \$4.80/day \$36.00/wk
\$72.00/bi \$143.99/mo

Ally Multi Protection Bundle I MP TWcc Dent WS Key (MultiProtection 4 TW,...

60 mo | 500000 mi | \$0

- Option's available for Bundle package
- (1) Key/Remote is lost, stolen, or destroyed pay for replacement not to exceed \$800 yr
- (2) Repair to Front Windshield only, of any minor cracks, stars or chips caused by Road Hazards that are repairable through windshield resin repair process
- (3) Tire & Wheel protection for repair or replacement of the Vehicles tires/wheels that become unserviceable due to a Road Hazard
- (4) Repair of Dents & Dings through Paintless Dent Repair techniques

GM Pre Paid Maintenance GMP I CAPP CADILLAC PRE-PAID MAINTENANCE...

36 mo | 999999 mi | \$0

- Prepaid lube, oil & filter changes
- 15 point safety inspections + tire rotation

PRACTI... \$3.90/day \$29.25/wk \$5
8.50/bi \$117.00/mo

Ally Multi Protection Bundle I MP TWcc Dent WS Key (MultiProtection 4 TW,...

60 mo | 500000 mi | \$0

- Option's available for Bundle package
- (1) Key/Remote is lost, stolen, or destroyed pay for replacement not to exceed \$800 yr
- (2) Repair to Front Windshield only, of any minor cracks, stars or chips caused by Road Hazards that are repairable through windshield resin repair process
- (3) Tire & Wheel protection for repair or replacement of the Vehicles tires/wheels that become unserviceable due to a Road Hazard
- (4) Repair of Dents & Dings through Paintless Dent Repair techniques

CORE \$3.01/day \$22.56/wk \$45.1
2/bi \$90.24/mo

Custom \$2.55/day \$19.15/wk \$38.3
0/bi \$76.60/mo

GM Pre Paid Maintenance GMP I CAPP CADILLAC PRE-PAID MAINTENANCE...

36 mo | 999999 mi | \$0

- Prepaid lube, oil & filter changes
- 15 point safety inspections + tire rotation

All payments are estimates. Final figures may vary based on your credit and applicable tax rate. This is not a contract, purchase order or purchase proposal. It is a summary of optional products that are available for purchase. The optional products. You acknowledge that all listed products were offered to you. For complete terms and conditions regarding the listed products, see the product related documents.

\$2,282.49/mo for 72 mo

\$2,255.49/mo for 72 mo

\$2,228.72/mo for 72 mo

\$2

DEAL#

STOCK#

CUST#

DUE BILL

Service Hours 07:30 - 19:00

Service Phone Number 714-734-2400

Sales Manager JAMES KALIE

Identification of Parties

Buyer/Lessee Name(s) ("you")

Phone

Dealership ("Dealer")

TUSTIN CADILLAC

Salesperson

GREGORY GONZALEZ

Identification of Vehicle ("Vehicle")

Year

2023

Make

CADILLAC

Model

ESCALADE

VIN

Stock Number

Section A: Acknowledgment of Work

You acknowledge that the work described in this Section A, if any, is the only work that you are entitled to have performed at no additional charge. If you request any additional work, dealer will provide you with an estimate of charges for your approval prior to performing the additional work.

A.1. N/A

A.2. N/A

A.3. N/A

A.4. N/A

A.5. Otherwise vehicle sold as is (and/or) as equipped, nothing else promised or implied

Section B: Acknowledgment of Accessories

You acknowledge that the charges for the accessories described in this Section B, if any, were disclosed to you and included in the retail installment sale or lease contract you entered into for the purchase or lease of the Vehicle with your consent. These accessories are the only accessories that you are entitled to have installed at no additional charge. If you request additional accessories, dealer will provide you with an estimate of charges for your approval prior to installation of such accessories.

B.1. ECKBOND INTERIOR/EXTERIOR

B.2. NO OTHER WORK PROMISED

B.3. N/A

B.4. N/A

B.5. Otherwise vehicle sold as equipped, nothing else promised or implied

PLEASE NOTE THAT LOANER CAR
PLEASE CONTACT OUR SERVICE

ABLE WHILE THE WORK/INSTALLATION IS BEING PERFORMED
SOON AS POSSIBLE TO SCHEDULE AN APPOINTMENT

12/20/2022

Date

12/20/2022

Date

Signature

Signature

Translated Contract Acknowledgment

DEAL#
CUST#
STOCK#

Identification of Parties			
Customer Name ("Buyer", "Comprador", "您", "본인", "quý vị", "ikaw")			Contract Date
Address			Buyer's Telephone
City State Zip			Dealer's Telephone
Dealership TUSTIN CADILLAC 50 AUTO CENTER DRIVE TUSTIN CA 92782			714-734-24
Identification of Vehicle ("Vehicle", "Vehículo", "车辆", "차량", "Xe", "Sasakyan")			
Year 2023	Make CADILLAC	Model ESCALADE	VIN

Foreign Language Transaction

The sale or lease of the Vehicle was negotiated primarily in one of the foreign languages below. You acknowledge receiving a completely filled-in, translated version of the retail installment sale contract ("contract") or lease agreement ("agreement") before signing the English-language version of the contract or agreement.

SPANISH/ESPAÑOL

La venta o arrendamiento del Vehículo se negoció principalmente en español. Usted acepta recibir una versión completada en español del contrato de venta a plazos minorista ("contrato") o contrato de arrendamiento ("acuerdo") antes de firmar la versión en inglés del contrato o acuerdo.



N/A

Customer Signature/Firma del Cliente

CHINESE/中文

车辆的出售或租赁主要以中文进行谈判。您在签署英文版合同或协议之前，确认已收到完全填写的中文版零售分期付款销售合同（“合同”）或租赁协议（“协议”）。



N/A

Customer Signature/客户签名

KOREAN/한국어

차량 판매 또는 임대에 관한 계약은 아래 명시된 기본 언어로 체결되었습니다. 귀하는 완전히 작성된 소매할부판매계약서("계약서") 또는 임대약정서("약정서")의 번역본을 받은 후에 영문으로 작성된 계약서 또는 약정서에 서명했음을 인정합니다.



N/A

Customer Signature/고객 서명

VIETNAMESE/TIẾNG VIỆT

Việc bán hoặc cho thuê Xe được đàm phán chủ yếu bằng tiếng Việt. Quý vị xác nhận đã nhận được một phiên bản tiếng Việt đầy đủ của hợp đồng mua bán trả góp (hợp đồng) hoặc thỏa thuận cho thuê (thỏa thuận) trước khi ký hợp đồng hoặc thỏa thuận bằng tiếng Anh.



N/A

Customer Signature/Chữ ký Của Khách Hàng

TAGALOG/TAGALOG

Ang pagbebenta o pag-upa sa Sasakyan ay pangunahing pinagkasunduan sa Tagalog. Kinikilala mo ang pagtanggap ng isang ganap na napunan, naisaling bersyon ng kontrata ng hulugang tingi na pagbebenta ("kontrata") o kasunduan sa pag-upa ("kasunduan") bago lumagda sa wikang Ingles na bersyon ng kontrata o kasunduan.



N/A

Customer Signature/ Lagda ng Kostumer

English Language Transaction

The sale or lease of the Vehicle was negotiated primarily in English.

La venta o arrendamiento del Vehículo se negoció principalmente en inglés.

车辆的出售或租赁主要以英语协商。

차량 판매 또는 임대에 관한 계약은 영어로 체결되었습니다.

Ang pagbebenta o pag-upa sa Sasakyan ay pangunahing pinagkasunduan sa Ingles.

Việc bán hoặc cho thuê Xe được đàm phán chủ yếu bằng tiếng Anh.



12/20/2022

Date

DEAL#
STOCK#
CUST#



GENERAL MOTORS

GM Customer Incentive Acknowledgement Form

Customer Name: _____

New VIN: _____

Qualifying VIN: _____

Delivery Type Code: _____

1. GM subvented Financing Program Acknowledgement

☐ GM APR Support

☐ GM Lease Support

☐ N/A

2. Customer Incentive Program Acknowledgement

Pgm #	Incentive Program Description	Incentive Code	Amount	Transferred (Y/N)
N/A	N/A	N/A	N/A	
N/A	N/A	N/A	N/A	
N/A	N/A	N/A	N/A	
N/A	N/A	N/A	N/A	
N/A	N/A	N/A	N/A	
N/A	N/A	N/A	N/A	
N/A	N/A	N/A	N/A	
N/A	N/A	N/A	N/A	
N/A	N/A	N/A	N/A	
N/A	N/A	N/A	N/A	

Pgm #	Program Description with a Certificate or Approval Code	Incentive Code	Amount	Certificate or Approval #
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A

Total Incentive Amount Received: N/A

I am the ultimate purchaser or lessor of the vehicle bearing this vehicle identification number, which was sold/leased to me by the Dealer, named below. This vehicle was not purchased/leased for export or resale and I took delivery on 12/20/2022. I acknowledge receipt of incentive(s) described above and release GM from any future obligations on this unit.

Purchaser's Signature: _____

Date: _____

The undersigned person, a Dealer Representative, certifies that this application is true and correct and the incentive payments have been provided to the said purchaser/lessee. I certify that the vehicle was not purchased/leased for export or resale and that properly completed accurate delivery data has been forwarded to GM.

Authorized Dealer Signature: _____

Date: _____

Dealership Name: TUSTIN CADILLAC

Dealer Code: 36383

Dealer Note: This is a required document and it must be completed for all customers even if there are no incentives or rate support available. A copy of the completed form must be retained in the customer's file.

AL FILE for all customers even if there are no incentives or rate support available. A copy of the completed form must be retained in the customer's file. (GM379509-08012018) (12/1/2018)

FRONT LICENSE PLATE ACKNOWLEDGEMENT

DEAL# 416785

STOCK#

CUST#

Buyer/Lessee Name(s) ("you")				Contract Date	
[REDACTED]				[REDACTED]	
Address (Street)		City	State	Zip	
[REDACTED]		LADERA RANCH	CA	[REDACTED]	

Year	Make	Model	VIN
2023	CADILLAC	ESCALADE	[REDACTED]

VEHICLE IS EQUIPPED WITH A FRONT LICENSE PLATE BRACKET

You have observed and acknowledge that this Vehicle is equipped with a bracket or other means of securing a front license plate, or front temporary license plate, and understand that California law requires a license plate, or temporary license plate, to be displayed from and securely fastened to the front of this Vehicle.

[REDACTED]
Date



Buyer/Lessee Signature



N/A

Co-Buyer/Co-Lessee Signature

- OR -

VEHICLE IS **NOT** EQUIPPED WITH A FRONT LICENSE PLATE BRACKET AT CUSTOMER'S REQUEST

You have been offered but expressly refuse installation of a front license plate bracket. You acknowledge that the dealership has provided you with a front license plate or front temporary license plate and that you declined installation. You understand that California law requires a license plate or temporary license plate to be displayed from and securely fastened to the front of this Vehicle and that the hardware necessary to securely fasten the front plate to this Vehicle is available from the dealer.

[REDACTED]
Date



[REDACTED]



N/A

Co-Buyer/Co-Lessee Signature

TIRE CHAIN DISCLOSURE

DEAL#
STOCK#
CUST#

AS EQUIPPED, THIS VEHICLE MAY NOT BE OPERATED WITH TIRE CHAINS BUT MAY ACCOMMODATE SOME OTHER TYPE OF TIRE TRACTION DEVICE. SEE THE OWNER'S MANUAL FOR DETAILS.

The undersigned acknowledges that prior to signing a contract to buy or lease the subject new vehicle, the undersigned read this disclosure and received a signed copy.

Dated: 12/20/2022



WARRE



N/A

(Co-Buyer(s) Signature)
(Co-Lessee(s) Signature)



FORM NO. LAWCA-365_e REV. 4/12 The Reynolds and Reynolds Company

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

CUST#
STOCK#
DEAL#

ACKNOWLEDGEMENT OF EXPORT AND RESALE POLICY AND AGREEMENT

Thank you for your consideration of the new CADILLAC vehicle ("Vehicle") identified below. Tustin Cadillac ("TUSTIN CADILLAC") is an authorized retailer of CADILLAC of General Motors. The purchaser or lessee identified in the signature block below ("Purchaser" or "Lessee"), is hereby made aware and, by the signature set below, acknowledges and understands that General Motors ("GENERAL MOTORS") prohibits the exporting of new CADILLAC vehicles outside of the United States of America ("USA"). General Motors may assess and levy charges against an authorized retailer that sells a new vehicle which is subsequently exported from the USA. To comply with GENERAL MOTORS export prohibition, TUSTIN CADILLAC requires of each Purchaser, or Lessee, of a new Vehicle to affirm and agree in writing that the Vehicle is intended for use within the USA and that the Vehicle will not be exported from the USA. This means that the Purchaser or Lessee cannot export directly or sell or otherwise transfer the Vehicle to a person or company who intends to export the Vehicle outside of the USA.

"Purchaser/Lessee acknowledges that they have represented to Tustin Cadillac that they have no intent to export or resell the Vehicle. In the event that Purchaser/Lessee does in fact sell or export the Vehicle within the first twelve (12) months of the contract date, and if General Motors or any third party brings any claim or action against Tustin Cadillac for same, Tustin Cadillac reserves the right to seek indemnity from Purchaser/Lessee for any monetary and non-monetary losses related in any way to such disposition of the Vehicle."

It is acknowledged and understood that this Acknowledgement of Export and Resale Policy and Agreement in no way affects the parties' agreement regarding financial obligations under the terms of the Retail Installment Sale Contract or Lease Agreement for the purchase or lease of the Vehicle. This Acknowledgement of Export and Resale Policy and Agreement shall survive any assignment of the Retail Installment Sale Contract or Lease Agreement to a third-party lender.

Vehicle ID Number

Year 2023

Make CADILLAC

Model ESCALADE

Purchaser/Lessee

Date

Date

CUSTOMER CUST# [REDACTED]
ACKNOWLEDGEMENT FORM
CADILLAC PREMIUM CARE AND FIRST MAINTENANCE VISIT



As the owner of a new 2023 Model Year Cadillac, we are pleased to offer you one covered maintenance visit as part of the suite of Cadillac Premium Care owner benefits on your new purchase/lease.

The Cadillac First Maintenance Visit. The first maintenance visit is the essential step in taking care of your Cadillac. This is why Cadillac covers the first maintenance visit within the first 18 months of ownership¹ consisting of the following services:

- ACDelco Dexos¹⁶ Full Synthetic Oil and ACDelco Oil Filter Change
- ACDelco Diesel Exhaust Fluid (DEF) Refill²
- 4-Tire Rotation
- Multi-Point Vehicle Inspection (MPVI)

First Maintenance Visit Appointment _____ Date and Time

Cadillac Premium Care owner benefits also include:

- 4-Year/50,000 Mile³ Bumper-to-Bumper Limited Warranty
- ☐ Optional Cadillac Extended Limited Warranty⁴ of 6-Year/70,000 Mile³ Bumper-to-Bumper Limited Warranty (Check if selected at time of vehicle purchase)
- 6-Year/70,000 Mile³ Powertrain Limited Warranty
- 6-Year/Unlimited Mile³ Rust-through Corrosion Limited Warranty
- 6-Year/70,000 Mile³ Roadside Assistance⁵
- 6-Year/70,000 Mile³ Courtesy Transportation

Cadillac Connected Services and OnStar. Properly equipped vehicles receive up to 8 months of OnStar Safety & Security coverage⁶, Cadillac Connected Services trial⁶, and up to 8 months of Unlimited Data⁶.

My Cadillac Rewards⁷. Enroll in My Cadillac Rewards with the purchase or lease of your new Cadillac and earn 1 point for every \$5 spent of MSRP⁸. Points can be redeemed towards eligible accessories⁹, Dealership services⁹ and more. You'll love how easy it is to earn 3 points for every \$1 spent on paid, eligible Dealer services¹⁰, parts¹⁰, OnStar subscriptions¹⁰ and eligible accessories¹⁰. Membership can also garner access to Cadillac events and activities. Learn more at Cadillac.com/Rewards.

1. Service can only be performed at Cadillac dealerships and visit must occur within first 18 months of ownership. Does not include air filters.
2. Applicable for Cadillac models equipped with the 3.0L Turbo-Diesel I-6 only.
3. Whichever comes first. See dealer for details.
4. Cadillac Extended Limited Warranty is not available on vehicles sold in the following states: CA, FL, ME, WA, and MN.
5. Limitations apply.
6. Cadillac Connected Services include navigation services and Remote Access Plan. Data plans offered by AT&T. Services subject to Terms and limitations. Certain services require working electrical system, cell reception and GPS signal. OnStar links to emergency services. Map coverage available in U.S., Puerto Rico and Canada. See onstar.com for details and limitations. When you select a monthly plan within 30 days of activating your trial, you'll receive 2 additional months of the plan you selected at no additional charge when you associate an approved payment method on file to your account and authorize recurring payments for your service plan. Excludes OnStar Guardian, Unlimited Data and Wi-Fi only plans. The amount and frequency of each recurring payment is based upon the service(s) and payment interval(s) you select from the options provided. After the trial expires, OnStar will automatically bill your payment method monthly at then-current standard monthly rates. Plans containing in-vehicle data will be billed every 30 days by AT&T. You may cancel at any time by pushing your blue OnStar button or calling 1.888.466.7827. May not be combined with other offers or retroactively applied. Availability subject to change.
7. Must be 18 years or older. Points earned and redeemed only at GM entities, My GM Rewards participating dealers or third-party retailers in the United States (excluding Puerto Rico, the U.S. Virgin Islands and Guam). Points are not earned on taxes, fees or body shop repair orders and expire without further notice upon Member Account deactivation. Visit mycadillacrewards.com for Terms & Conditions.
8. Points earned is dependent on vehicle MSRP. Excludes taxes and fees. Only available to Members at My GM Rewards participating dealers.
9. Members may redeem on eligible Chevrolet, Buick, GMC and Cadillac parts and accessories purchased through a My GM Rewards participating dealership.
10. Must be an eligible paid service, parts, OnStar Subscriptions or accessories purchase. Excludes taxes, fees and body shop repair orders. My Cadillac Rewards Members earn 3 points for every dollar spent across all Rewards Membership Tiers plus My GM Rewards Cardmembers earn 4 points for every dollar spent at My GM Rewards participating dealers.

I understand the benefits offered by Cadillac Premium Care and First Maintenance Visit services outlined above. I also understand the maintenance notifications and services provided by OnStar are only available with an active subscription and email account.

Customer Name [REDACTED]
Customer Signature [REDACTED]

TUSTIN CADILLAC

Dealer [REDACTED]

Authorized [REDACTED]

303400

Dealer BAC [REDACTED]

DATE [REDACTED]



**DISCLOSURE OF NON-GM PRODUCTS
CUSTOMER ACKNOWLEDGEMENT FORM**

Rev 08-17

(New/Used GM Vehicle Sale & Service/Body Shop Repairs)

DEAL#

STOCK#

CUST#

Vehicle VIN (17 Digits)



Part I - Non-GM Service Contract or Service Agreement

Buyer/Lessee acknowledges that the dealer is selling her/him a Non-GM Service Contract (not specifically branded Chevrolet, Buick, GMC or Cadillac Protection). Buyer/Lessee understands that (i) GM is not responsible for any claims under this non-GM service contract product and has no obligation in connection with the sale or use of this non-GM service contract product, and (ii) a non-GM service contract may or may not be accepted by other GM Dealerships.



Part II - Non-GM Parts/Accessories installed by the Dealer.

Non-GM parts and accessories are not covered under the GM New Vehicle Limited Warranty. They also may damage the vehicle, compromise its compliance with safety standards or void the GM Warranty on the vehicle itself. GM is not responsible for the consequences of installing any non-GM equipment, parts or accessories on the vehicle. A list of non-GM parts is available to you upon request.

Customer Signature

Customer Printed Name

Date

Note: A copy of this signed form must be kept in the Customer New or Used Vehicle Sales Jacket and/or Vehicle Service History File.

DEALER NAME AND ADDRESS:

Tustin Cadillac

MODEL

Escalade

AVAIL. SERVICE
AGREEMENT

MANUFACTURER'S SUGGESTED RETAIL PRICE

\$111,595

DEALER INSTALLED OPTIONS

ADDED MARK-UP

\$14,000

DEALER INSTALLED OPTIONS SUBTOTAL

* SELLER'S ASKING PRICE
INCLUDES DEALER INSTALLED OPTIONS:

\$125,595

* Plus State and Local Taxes, License Fees, Documentary Fees or Finance Charges, if any.

CONSULT THE FREE GAS MILEAGE GUIDE

for
CITY MPG
consult
FREE GAS
MILEAGE
GUIDE



for
HWY. MPG
consult
FREE GAS
MILEAGE
GUIDE

This label has been affixed to this vehicle by this dealer. It has been designed to clearly indicate any additional charges. It is not affixed by the manufacturer.

**THIS ADDENDUM STICKER IS NOT AN OFFICIAL
FACTORY OR GOVERNMENT STICKER.**

AFFIXED AS A SUPPLEMENTAL
LABEL BY YOUR DEALER

Peel Here



Peel Here

