

## Charged by Cadillac Home Charging Capability Installation Promotional Offer

### Customer Terms and Conditions

This "Promotion" is available to persons resident in Canada, as part of your commitment to purchase or lease of a new Model Year 2023 or 2024 Cadillac LYRIQ from a participating General Motors dealer in Canada. The Promotion is subject to the definitions, qualifications, limitations and requirements set forth in these "Terms and Conditions". Under these Terms and Conditions, you may qualify to receive home charging capability installed at no additional cost to you, or an alternative charging promotion of your choice.

**DEFINITIONS:** Throughout these Terms and Conditions, **You** and **Your** or **Customer** refer to the purchaser or lessee of an Eligible Vehicle as identified on the dealership purchase order documentation.

**GM, We, Us,** and **Our** refer to General Motors of Canada Company, a corporation continued under the laws of the Province of Nova Scotia, with offices located at 500 Wentworth Street W, Oshawa, ON L1J 0C5.

In addition, certain words and phrases are defined as follows:

**Promotion Term:** **October 28, 2022** through **December 31, 2024**, unless otherwise extended by GM, in its sole and absolute discretion. The alternative Flo Credit Offer promotion term runs October 28, 2022 through December 31, 2024, or until supplies of FLO Credits are exhausted, whichever occurs first, unless otherwise extended by GM, in its sole and absolute discretion.

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

**Pre-Delivery Installation** means installation of Home Charging Capability at your primary residence that meets the installation requirements stated in these Terms and Conditions, prior to the Delivery Date.

**Reimbursement Amount** means, (a) in the case of a Standard Installation, the amount actually paid by Customer for the Pre-Delivery Installation; and (b) in the case of a non-Standard Installation, the lesser of: (i) the amount actually paid by Customer for the non-Standard Installation; and (ii) \$1500 CAD.

**Eligible Vehicle** means a new Model Year 2023 or 2024 Cadillac LYRIQ that a customer has purchased or leased, or committed to purchase or lease from a Participating Dealership located in Canada.

**Committed to Purchase or Lease** means a Customer has provided authorization for a Dealer to place an order for the purchase or lease of an Eligible Vehicle or a Customer has placed a deposit with the Dealer for an Eligible Vehicle.

**Customer Home Charging Assessment** refers to the questionnaire the Customer is required to submit to initiate a match with an Installer. The customer information on the Customer Home Charging Assessment must match the personal information provided for the Eligible Vehicle purchase on the purchase order, except that the customer address may differ when the Customer selects the option of an Installation Credit at their secondary residence.

**Installation** means the installation of Home Charging Capability at your primary residence that meets the installation requirements stated in these Terms and Conditions.

**Installer** refers to a contractor selected by Qmerit.

**Home Charging Capability** means a 240-volt outlet (NEMA 14–50 outlet) or hardwiring a customer supplied Level 2 Charging Unit and new breaker in existing panel (up to 60 amps).

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

**Qmerit** means Qmerit Electrification Canada Ltd., the organization that is responsible for selecting Installers, and matching Customers with Installers who will complete the Installations.

#### **CHARGED BY CADILLAC HOME CHARGING CAPABILITY INSTALLATION PROMOTION PROCESS – How it Works**

Each eligible Customer who has purchased or leased or Committed to Purchase or Lease an Eligible Vehicle will have the option of participating in this Promotion or the Cadillac LYRIQ Public Charging Credit Promotion. You may only participate in either this Promotion, or the Public Charging Credit Promotion – not both. If you choose to participate in this Promotion, you will qualify for either a Standard Installation or Installation Credit based on information provided by you. If you qualify for a Standard Installation, you may elect to have a Pre-Delivery Installation. All information you provide and your qualification is subject to verification by an Installer. The Standard Installation option is only available for primary residences and the Installation Credit option may be available for either a primary or secondary residence. If you choose to participate in this Promotion, your Dealer will submit your first and last name, phone number, postal code, email address and VIN to Qmerit and to GM. If you elect to have a Pre-Delivery Installation, your choice must be made within seven (7) days of your making a Commitment to Purchase or Lease, otherwise **your choice must be made within seven (7) days of your Vehicle Delivery Date, and this Agreement is deemed entered on such date.**

If you choose to have a Pre-Delivery Installation, you will pay to Installer the cost of the installation for the Standard Installation at your primary residence prior to the Standard Installation being completed. Following the Pre-Delivery Installation, Installer will reimburse the Reimbursement Amount to the credit card used by you to make the payment. It may take between one to three months for the reimbursement to be reflected on your credit card statement. For clarity, you will not be reimbursed for any costs exceeding the Reimbursement Amount, nor will you be reimbursed for any costs if you do not accept delivery of the Eligible Vehicle.

If you select this Promotion, GM or Qmerit (on GM's behalf) will send you an email invitation to complete an Customer Home Charging Assessment. The personal information on the Customer Home Charging Assessment must match the information provided to your Dealer and stated on your purchase order (except that your address may differ when you qualify for an Installation Credit at your secondary residence). If you are pursuing the Standard Installation offer, provide all requested information including a description of your garage, electrical panel specifications and location, desired plug location, confirm receipt of HOA, landlord, and any other necessary third party approvals, and submit photos of your garage layout, electrical panel, and charging location. Uploading inappropriate, obscene, or offensive photos is strictly prohibited; GM has the sole and exclusive discretion to disqualify any Customer from this Promotion in the event such photos are uploaded. The Customer is responsible for obtaining all necessary HOA, landlord, and other third-party approvals prior to submitting the Customer Home Charging Assessment. The personal information you provide in connection with this Promotion (including on the Customer Home Charging Assessment) will be handled and received by GM and Qmerit for the purposes of administering your participation in the Promotion and providing related products and services to you, and as otherwise set out in their respective privacy policies or permitted by applicable law. By submitting your personal information, including any uploaded photos, you consent to the collection, use, disclosure and retention of your personal information by each of GM Canada and Qmerit in accordance with their respective privacy policies, which can be found here:

[Privacy Policy | General Motors Canada \(gm.ca\)](#)

[Privacy Policy | Qmerit](#)

The Customer Home Charging Assessment will assist in determining if your residence meets the [Standard Installation Requirements](#) for the Home Charging Capability. For those Customers desiring a Standard Installation or Installation Credit, Qmerit will find and select a local, suitably skilled, qualified, insured, and licensed Installer to complete the installation. Once Qmerit has selected your Installer, Qmerit will provide their business name address, phone number, and email address to you and will provide the Installer with your name, address, phone number, and email address. Your Installer will reach out via email or phone to review the details submitted in the Customer Home Charging Assessment and confirm if the data submitted meets the requirements for the Standard Installation or Installation Credit offers. You will then receive an email from Qmerit or an Installer asking you to confirm that the Installer can perform the necessary work. Each Installer will endeavor to secure all necessary permitting, in accordance with local applicable law, on your behalf. Once all required permits are secured, the Installer will schedule your Installation. Once Installation is complete, the Installer will submit confirmation to Qmerit. **Installation must be completed within 180 days of your Eligible Vehicle Delivery Date, and will take place on the date agreed between you and the Installer.** If permits cannot be secured, you will have the option of participating in the Public Charging Credit Promotion. To exercise this option, please contact your Dealer.

**Standard Installation Components:** For each Standard Installation that complies with the Standard Installation Requirements listed below ("Standard Installation"), each Installer will complete the following for each eligible Customer:

- Provide and install NEMA 14-50 outlet, or hardwire a customer supplied Level 2 Charging unit
- Provide and install new breaker in panel (up to 60 amps)
- Provide and install code-compliant electrical wiring, protective tubing, and weatherproofing as required
- Use wire size that is adequate for the continuous charging load and meets local code requirements
- Create, submit, and pay for permit documentation and fees
- Perform main panel load calculation

Neither a charging unit nor compatible charging cord are included as part of the Standard Installation.

**Standard Installation Requirements:** In order to qualify to receive Standard Installation of a Home Charging Capability, the following requirements must be met:

- Installation must be located at the primary residence of the Customer as reported on the Customer's vehicle purchase order or lease
- If garage structure is not attached to the residence, any required trenching will incur extra costs, which costs are not included in Standard Installation; Customer will be responsible for all costs not included in the Standard Installation, including such trenching costs
- Installation is limited to single family homes, duplex, condo, or townhome - provided Customer has a dedicated meter
- Final location of new receptacle must be attached to the same structure as that on which the main electrical panel is located (interior or exterior)
- Customer is required to obtain HOA, landlord and any other required third-party approval prior to submission of Customer Home Charging Assessment and Installation
- Installation work may only be done if the applicable permits have been obtained and the work may be done to appropriate code standards
- Without limiting the foregoing, Installer must be able to obtain all required permits prior to commencement of proposed installation
- The existing electrical service must have enough ampacity for the new charging load
- The electrical panel must have sufficient of spare ampacity according to the load calculation for the new breaker
- Work site must be made safe and accessible to Installer
- Wiring runs must be externally mounted and visible to Installer
- Tire 5 Standard Installation wiring run must be no greater than 50 feet (15 meters)
- Any unforeseen additional repairs and/or costs arising from inspections or installations not directly related to the Standard Installation will be the sole responsibility of the Customer
- In all cases, there must be clear access to all required work areas for Installation
- There can be no asbestos or lead paint in the home and at risk of disturbance
- Installer must be part of the Qmerit certified network, and chosen by Qmerit to complete Installation

## **ALTERNATIVE OFFERS**

Any Customer may elect to receive one of following alternative offers, whether or not they qualify for the Standard Installation offer:

1. **Installation Credit Offer:** GM will provide up to a \$1500.00 CAD credit to be applied towards an Installation (including permit) completed by an Installer for Customers who do not meet the Standard Installation Requirements or choose the Installation Credit Offer. In such a case, the Installer shall complete the Installation and the Customer will be responsible to pay the Installer directly for all costs that exceed \$1500.00 CAD, as may be agreed between Customer and Installer. This credit can be used towards Installation of a customer-supplied charging station or outlet.
2. **Flo Credit Offer:** GM will provide the Customer with a Flo credit of \$750.00 CAD to be used toward public charging at Flo stations or their partner networks, in accordance with the [Terms and Conditions for the Flo Credit Offer](#).

For any purchase or lease of an Eligible Vehicle, you may only participate in any one of the Standard Installation Offer, Installation Credit Offer, and Flo Credit Offer.

## **COSTS**

**In General:** Any unforeseen additional repairs and/or costs arising from inspections and/or Installation not directly related to Standard Installation or those amounts that exceed the Installation Credit Offer will be the sole responsibility of the Customer, who is solely responsible to pay all such amounts directly to the Installer. Wiring runs within walls (finished or unfinished) will incur extra costs and are not included in this Promotion. Installation of charging stations are not included in Standard Installation. Installation does not cover obsolete breakers (including but not limited to Zinsco, Federal Pacific & Bulldog Pushmatic.) If garage structure is not attached to residence, any required trenching will incur extra costs and are not included in this Promotion. All costs associated with installation that are not included in this Promotion are the sole responsibility of the Customer. Any upgrade costs beyond the Installation will be negotiated between the Customer and Installer, and will be the sole responsibility of the Customer. Any additional costs will be provided in a written estimate by Installer to Customer prior to work beginning. Any unforeseen additional repairs and/or costs arising from inspections not directly related to Installation will be the sole responsibility of the Customer. Any costs associated with the use or misuse of the Home Charging Outlet (for example, electricity charges) are the sole responsibility of the Customer.

In addition to the foregoing costs, for 1) **Standard Installation**, all costs associated with a successful Installation that meets the Standard Installation Requirements, including but not limited to all costs associated with obtaining the appropriate permitting, will be paid for by GM and/or Qmerit; and 2) **Installation Credit Offer:** The Customer is solely responsible for all costs associated with Installation (including permit) that exceed \$1500.00; both to be paid directly to Installer.

**AGREEMENT TO THESE OFFICIAL RULES:** By completing and submitting the Customer Home Charging Assessment, each Customer fully and unconditionally agrees to and accepts these Terms and Conditions as the official rules of the Promotion and further agrees the decisions of GM regarding this Promotion are final and binding in all matters related to the Promotion. These Terms and Conditions, constitute an agreement (this "Agreement") between GM and the

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

**GENERAL CONDITIONS / RELEASE:** Each Customer, by participating in this Promotion, agrees (a) to release, indemnify and hold harmless GM, the Dealer, Qmerit, the Installer and their respective affiliates, parents, subsidiaries, advertising and promotion agencies and their respective past and present directors, officers, employees, representatives and agents from and for any liability for any injuries, losses or damages of any kind, to persons or property (including without limitation death; claims based on publicity rights, defamation or invasion of privacy; and any claims based on a violation of a third party's intellectual property rights), resulting in whole or in part, directly or indirectly, from your participation in this Promotion, Installation, or in any related activity or your acceptance, possession, use, misuse or nonuse of the Home Charging Capability. Without limiting the foregoing, you agree that GM is not responsible in any way for Installer actions, recommendations, or any resulting damage caused by or attributable to your Installer. GM's failure to enforce any of these Terms and Conditions shall not constitute a waiver of that provision. GM may cancel, terminate, or suspend this Promotion in its sole discretion. You agree to the use of electronic signatures and documents. You agree that your name and signature shall be affixed to this Agreement and constitute your electronic signatures to the same extent as if you had used your written signature.

**Governing Law:** This section applies to the fullest extent permitted by applicable law, and does not apply to individuals resident in the Province of Quebec. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, Customer's rights and obligations, or the rights and obligations of GM in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the province of Ontario, without giving effect to any choice of law or conflict of law rules (whether of the province of Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the province of Ontario, where this contract is deemed to be entered.

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

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

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