



TERMS OF SALE

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TERMS OF SALE

Unless otherwise indicated, these Terms of Sale are between you, your participating dealership, and General Motors Holdings LLC and its affiliates (“GM”, “us”, or “we”). By creating an account or making a purchase through this website, you acknowledge and agree to the following terms.

UPDATES

We may update these Terms of Sale from time to time by notifying you of such changes by any reasonable means, including by posting revised Terms of Sale here. You agree that it is your responsibility to check for any updated Terms of Sale including before placing an order or purchasing any Products on this website. If you purchase any products through this website after we post any changes, you accept the updated Terms of Sale. You represent and warrant that you have reached the age of majority in your jurisdiction of residence and have full legal capacity to enter into binding contracts, or are at least 13 years of age and possess legal parental or guardian consent and are fully able and competent to enter into and abide by these Terms of Sale.

USER GUIDELINES

Your access to and use of the website is subject to the User Guidelines at <https://www.gm.com/user-guidelines.html>, and any other legal notices published by GM on this website. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS WEBSITE OR ANY PARTS OR ACCESSORIES PURCHASED THROUGH THIS WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

PRIVACY

Please review the GM Privacy Statement, available at <https://www.gm.com/privacy>, which governs your access to and use of the website, and provides information about how GM collects, uses, and discloses personal information about you. The GM Privacy Statement is incorporated into and made part of these Terms of Sale, and you acknowledge that you have read and agree to the GM Privacy Statement by accessing or using this website.

You also acknowledge that when you install any GM Energy products purchased on this website, we will collect information from the GM Energy products, including personal information, that we will use, share, store, and process subject to the GM Privacy Statement. This may include, for example, information about GM Energy product installation within your home or other installed location, your use of the GM Energy products, your energy usage, your charging and discharging of devices integrated with or connected to the GM Energy products (such as electric vehicles,

stationary storage, and solar panels), and other information such as your charging preferences and rate plans that GM may collect through mobile applications or websites made available in connection with the GM Energy products. See GM's Privacy Statement for more information on how GM uses, shares, stores and processes information collected from the GM Energy products and regarding how you will be notified of and bound by any changes to the GM Privacy Statement.

PRODUCT DESCRIPTIONS

We make a conscientious effort to describe and display products accurately on this site. Despite these efforts, items on the site may be mispriced, inaccurately described or unavailable. As a result, we cannot and do not guarantee the accuracy or completeness of any information, including prices, images, specifications, availability and services. We reserve the right to change or update information to correct errors, inaccuracies or omissions at any time without prior notice. We apologize for any inconvenience.

ACCESSORIES SHIPPING OPTIONS

The Accessories eStore offers FedEx® shipping on eligible orders. Select from Ground, 2-Day and Overnight shipping on eligible products. Eligible products selected for FedEx shipping will generally be shipped within 1-2 business days of your order date. If an item is not readily available in stock to ship, your selling dealership will contact you. Some items will require pickup (due to weight and dimension restrictions) at your dealer of choice.

PARTS SHIPPING OPTIONS

- Eligible products selected for Ship to Home will usually be shipped within 1-2 business days of your order date.
- Depending on shipping location, shipping times may vary.
- Some items will require pickup due to weight and dimension restrictions at your selling dealer.

PAYMENT METHODS

Unless otherwise stated, purchases on this website will be processed by your dealer of choice. Most dealers accept all major credit cards, including Visa, MasterCard, Discover and American Express.

RETURN POLICY

Parts and accessories purchased online and shipped directly to you or picked up at a participating dealership may be returned in accordance with the Return Policy.

To be eligible for a return, the item:

- Must be returned to the selling dealership within 30 days of receipt
- Must be in original condition (i.e., new and unused), and must be returned with all parts, components, instructions and in the original shipping container.
- Batteries, EV Chargers and Electrical Parts are not returnable.
 - EV charging adapters are returnable to the selling dealership within 30 days of receipt.
- All returns are subject to seller dealership inspection.

Sellers reserve the right to refuse the return of any parts that have been opened, unsealed, or used in any manner, or that do not meet the above criteria.

AUTOMOTIVE PARTS CORE CHARGE AND CORE CHARGE RETURN POLICY

Certain automotive parts can be recycled and remanufactured for future use. These parts have a “core charge” that is used as a deposit on the portion of the part that can be reused. The reason for this charge is to encourage the return of your old part. When the recyclable component from your old part is returned to us, the charge is refunded to you. To receive your core charge refund:

- If you had the automotive part shipped to your home, visit <https://acdelcocorererefund.com> and follow the instructions to complete your return and refund request.
- If you picked up the part from the Dealer, or had it installed at the Dealer, the core must be returned to the Dealer you purchased it from. Full core rebate is paid to you as long as the core is as complete as the product provided, missing no parts and returned in the ACDelco box the new part was received in. Make sure to drain all liquids and place it in a plastic bag to avoid leakage during the return process. The core return must be received within 6 months of the purchase date of your new or remanufactured unit.

PRICING

Displayed prices are the Manufacturer’s Suggested Retail Price (MSRP) where indicated, which excludes shipping, installation, wheel components (if applicable), taxes and any other fees that may apply. Dealer prices are displayed where available and may vary, as participating dealers are solely responsible to set final prices. Installation prices, where applicable, are set by the seller. Prices are subject to change without notice.

Acknowledgement of an order means that your order has been received; it does not mean that your order has been accepted or shipped or that the price or availability of an item has been confirmed.

WARRANTY INFORMATION – PARTS

24-MONTH/UNLIMITED-MILE LIMITED WARRANTY

Our most common Parts Warranty offers a coverage period on the majority of our Service Replacement Parts, including labor (ACDelco and Genuine GM Parts included), as long as the part was installed by a General Motors dealership. Please visit your local GM dealership to learn more about the warranty part details and qualifications. Warranty effective April 1, 2018. Parts that are covered include:

- GM Original Equipment Brakes
- GM Original Equipment Rotors
- GM Original Equipment Alternators and Starters
- Professional Brakes
- Professional Rotors
- Professional Alternators and Starters

LIMITED LIFETIME WARRANTY

General Motors offers a Limited Lifetime Warranty on specific service parts sold by GM dealers. GM warrants to the purchaser that it will replace these specific Genuine GM/ACDelco parts for all manufacturer defects including normal wear and use, including 24 months of labor (see list below):

- Chassis Parts
- Fuel Pumps –Electronic
- Ignition Wire Sets
- Radiators
- Shock Absorbers/Struts
- Wheel Bearings –Hub Bearings

Effective Date: This Limited Lifetime Warranty is valid for parts purchased on or after April 1, 2014, and shall remain in effect for as long as the named purchaser owns the vehicle on which the part was installed.

Qualifications: It will be incumbent on the purchaser to retain the original sales receipt and/or job card, together with the properly completed warranty reimbursement form. A warranty reimbursement form is provided at time of purchase or can be downloaded from the internet at <https://www.genuinegmparts.com>.

12-MONTH/UNLIMITED WARRANTY

Effective April 1, 2018, General Motors offers a 12-month/unlimited-mile coverage period on these select ACDelco Replacement Parts, including labor, as long as the part was installed by a General Motors dealership (see list below):

- Advantage Wheel Bearings – Hub
- Advantage Shocks and Struts
- Advantage Brakes
- Advantage Chassis Parts
- Parts that include bolts, fasteners, grommets, spacers, shims, washers, and clips

EXCLUSIONS

The 24-Month/Unlimited-Mile Limited Warranty, the Limited Lifetime Warranty, and the 12-Month/Unlimited Warranty exclude the following:

- Fluids or any additional parts necessary to complete the installation
- Damage due to improper installation, alteration, or objects striking the part
- Damage caused by the use of a coolant or coolant mixture not in accordance with the vehicle warranty
- Improper application; use of part in a manner not specified by General Motors
- Loss of time, inconvenience, loss of use, or other incidental or consequential damages

ORIGINAL PURCHASER'S OBLIGATIONS

This auto part warranty remains in effect for as long as the original purchaser owns the eligible vehicle on which the part(s) was originally installed. The original purchaser seeking a repair must return the vehicle to a Chevrolet, Buick, GMC, or Cadillac dealership. The original purchaser must provide a copy of the original auto repair order showing that a Chevrolet, Buick, GMC, or Cadillac dealership had earlier replaced the warranty-eligible part. The cost of the replacement auto part(s) will be covered; labor is covered up to 2 years of original purchased part.

WARRANTY INFORMATION - ACCESSORIES

LIMITED WARRANTY. Accessories installed by an authorized GM Dealer will be covered, parts and labor, for the longer of the following: a) 12 months/12,000 miles (whichever comes first), or b) the balance of the applicable portion of the New Vehicle Limited Warranty. See your dealer for details. Accessories (i) purchased at a dealership (but not installed by a dealer), (ii) shipped directly to a customer, or (iii) not requiring installation will receive the standard GM Dealer Parts Warranty of 12 months from the date of purchase, parts only, regardless of miles.

Associated Accessories are provided by independent companies and are not warranted by GM or its dealers. The independent company providing an Associated Accessory, rather than GM, is responsible for the safety and quality of Associated Accessories.

WARRANTY INFORMATION – GM ENERGY PRODUCTS

Standard Limited Warranty – GM Energy Products

The GM Energy products are subject to the terms of GM Energy’s Standard Limited Warranty (the “Warranty”), which is as follows:

- GM Energy PowerShift Charger – 3 year limited warranty
- GM Energy V2H Enablement Kit – 10 year limited warranty
- GM Energy PowerBank – 10 year limited warranty

All applicable warranties with respect to the GM Energy products are set forth in the GM Energy Product Warranty. You acknowledge and agree that in order to obtain warranty and/or other maintenance services for the GM Energy products following the expiration of the Warranty, you must purchase extended protection plans directly from GM or an affiliate thereof (subject to availability).

SOFTWARE UPDATES FOR GM ENERGY PRODUCTS

Your GM Energy Products involve software, data, and related settings (collectively, the “Software”) that GM makes available to you. The Software is licensed, not sold to you, and may need to be updated or changed from time to time. You agree that we may remotely access, deliver, install, update or change the Software (such actions collectively referred to as “Updates”) without any further notice or consent. For example, these Updates may enhance safety or security, or may maintain the proper operation of your GM Energy products. These Updates may affect or erase data that you have stored in your GM Energy products (such as your charging preferences or other settings). We are not responsible for any affected or erased data due to an Update. If we provide further notice or request further consent to an Update, the notice or consent may be received or provided by any permitted user of the GM Energy products (a “Permitted User”) on behalf of you and all Permitted Users. You and the Permitted User receiving or providing that notice or consent are responsible for notifying all other Permitted Users of the provided notice and consent. However, you agree that in any case, we may make Updates without additional notice or consent. These Terms of Sale will govern any Updates or other changes we make to the Software and GM Energy products for all Permitted Users.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

YOU ACKNOWLEDGE THAT, EXCEPT AS SET FORTH IN THESE TERMS OF SALE, ALL PRODUCTS ARE PROVIDED BY GM ON AN “AS IS” BASIS, AND TO THE FULLEST EXTENT PERMITTED BY LAW, GM, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, AFFILIATES, SHAREHOLDERS, REPRESENTATIVES AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, TIMELY, ACCURATE, OR ERROR-FREE OPERATION, OR FREEDOM FROM COMPUTER VIRUS OR MALICIOUS CODE

IN NO EVENT SHALL GM, OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY CLAIM THAT ANY PRODUCT VIOLATES ANY WARRANTY IMPOSED BY STATUTE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. OUR TOTAL LIABILITY TO YOU IN CONNECTION WITH ANY CLAIM THAT A PRODUCT VIOLATES ANY WARRANTY IMPOSED BY STATUTE WILL BE LIMITED TO THE AMOUNT YOU HAVE PAID FOR THE PRODUCT AT ISSUE.

YOU ALSO ACKNOWLEDGE AND AGREE THAT YOU HAVE PURCHASED PRODUCTS WITH A FULL UNDERSTANDING OF THE LIMITATION OF OUR LIABILITY IN THIS AGREEMENT.

INDEMNIFICATION

TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS GM, ITS PARENTS, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, PROCEEDINGS, DAMAGES, SETTLEMENTS, JUDGMENTS, INJURIES, LIABILITIES, OBLIGATIONS, LOSSES, RISKS, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND LITIGATION EXPENSES) RELATING TO OR ARISING FROM USE OF ANY PRODUCT NOT IN ACCORDANCE WITH THE APPLICABLE MANUFACTURER'S INSTRUCTIONS, YOUR FRAUD, VIOLATION OF LAW, OR WILLFUL MISCONDUCT, AND ANY BREACH BY YOU OF THESE TERMS OF SALE.

EXPORT CONTROLS AND ECONOMIC SANCTIONS

Certain parts, accessories, and software (collectively "Items") that may be obtained through this website may be subject to the export control and economic sanction laws and regulations of the United States (collectively "Export Control Laws"). You agree to comply with all applicable Export Control Laws and may not export, re-export, or transfer Items without first obtaining all required licenses and other authorizations. Compliance with these laws and regulations includes, but is not limited to, abiding by U.S. economic sanctions, embargoes and prohibitions on transactions with restricted parties, countries and regions. This includes, but is not limited to, the prohibition on the transfer of commodities, materials, software and technology to U.S. sanctioned countries and regions (currently including Cuba, Iran, North Korea, Sudan, Syria, and Crimea).

GENERAL PROVISIONS

Applicable Law. By using or accessing this website or purchasing any product, you agree that applicable federal law and the laws of the State of Michigan without regard to principles of conflicts of laws will govern these Terms of Sale and any dispute of any sort that may arise between you and GM.

Severability. All parts of these Terms of Sale apply to the maximum extent permitted by law. We both agree that if any provision of these Terms of Sale is found by a court of competent jurisdiction to be unenforceable as written, these Terms of Sale shall not be invalid or void, but such provision will be severed, and the remainder of these Terms of Sale shall remain in full force and effect.

Disputes. Any legal proceedings arising from or relating to these Terms of Sale shall be brought exclusively in the federal or state courts of Michigan and we both consent to the personal jurisdiction and venue of such courts. YOU AGREE THAT ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATED TO YOUR PURCHASE OF ANY PRODUCT MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, YOUR CLAIM IS PERMANENTLY BARRED. WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

CONTACT US

For shopping support call 1-844-847-1118. For technical questions please contact your local seller.