

GM Energy Terms and Conditions

Last Updated: April 3, 2024.

1. **Acceptance of Terms.** These Terms and Conditions (“Terms”) are between you and General Motors Energy LLC (“GM Energy”, “us”, “we”, “our”) and apply to your use of the GM Energy website (“GM Energy” or “Site”) where these terms are posted and all products and services (each, a “Product”) purchased from the Site in the United States. You accept and agree to be bound by these Terms when you use our Site or purchase our Products.

Updates: We may update these Terms from time to time by notifying you of such changes by any reasonable means, including by posting revised Terms here. You agree that it is your responsibility to check for any updated Terms including before placing an order or purchasing any Products on the Site. The “Last Updated” legend, above, shows when these Terms were last changed. If you purchase Products through GM Energy after we post any changes, you accept the updated Terms. 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. If you are using GM Energy on behalf of a legal entity, you represent that you are authorized to enter into and agree to these Terms on behalf of that legal entity.

Important: PLEASE REVIEW THESE TERMS CAREFULLY. THESE TERMS INCLUDE A CLASS ACTION WAIVER WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. THESE TERMS ALSO INCLUDE A JURY WAIVER.

2. **Privacy.** You acknowledge that when you install the Products, we will collect information, including personal information, from the Products that we will use, share, store, and process subject to GM Energy’s Privacy Statement, available at www.gm.com/privacy-statement. This may include, for example, information about Product installation within your home or other installed location, your use of the Products, your energy usage, your charging and discharging of devices integrated with or connected to the Products (such as electric vehicles, stationary storage, and solar panels), and other information such as your charging preferences and rate plans that GM Energy may collect through mobile applications or websites made available in connection with the Products. You agree that your use of the Site and Products is subject to GM Energy’s Privacy Statement, which is incorporated into and made part of these Terms, and you agree to this Privacy Statement by using the Site or by using or purchasing a Product. See GM Energy’s Privacy Statement for more information on how GM Energy uses, shares, stores and processes information collected from the Products and regarding how you will be notified of and bound by any changes to the GM Energy Privacy Statement.

3. **Accounts.**

- a. To access some features of the Site, you will have to create an account. You may never sign on under another user’s account without their express permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure at all times. You should notify GM Energy immediately of any breach of security or unauthorized use of your account.
- b. GM Energy will not be liable for any losses caused to you by any unauthorized use of your account. However, you may be liable for the losses of GM Energy or other parties due to such unauthorized use.

4. **Use of the Site.** GM Energy grants you permission to access and use the Site as set forth in these Terms, provided that:

- a. You agree not to alter or modify any part of the Site.
- b. You agree not to access any content through any technology or any unauthorized means other than user interaction expressly invited on the Site itself.
- c. You agree not to use the Site for any prohibited commercial use. Prohibited commercial use includes any of the following actions taken without GM Energy's express approval: (i) sale of access to the Site or its related services; (ii) use of the site or its related services for the primary purpose of gaining advertising or subscription revenue; (iii) sale of advertising on the Site or any third party website targeted to Site content; (iv) any use of the Site or its related services that GM Energy finds, in its sole discretion, to use GM Energy resources with the effect of competing with or displacing the market for the Site content or Products or services featured on the Site.
- d. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Site in a manner that sends more request messages to the Site in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser. Notwithstanding the foregoing, GM Energy grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. GM Energy reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Site, nor to use any communication system provided by the Site (e.g. comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Site with respect to their user submissions to the Site.
- e. You will otherwise comply with the terms and conditions of these Terms, and all applicable local, state, national, and international laws and regulations.
- f. GM Energy reserves the right to discontinue any aspect of the Site at any time.

5. **Site Content.** In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of content on the Site:

- a. The content on the Site, including without limitation, Product information and descriptions, text, data, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to GM Energy, subject to copyright and other intellectual property rights under the law.
- b. You may access Site Content and other content only as permitted under these Terms. GM Energy reserves all rights not expressly granted in and to the Site Content.
- c. You agree not to engage in the use, copying, or distribution of any of the Content other than as expressly permitted herein, including any use, copying, or distribution of content of third parties obtained through the Site for any commercial purposes.
- d. You agree not to circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Site or the Content contained in the Site.
- e. The Content is for educational and informational purposes only, and errors may appear from time to time. Before you act in reliance on the Content, you should confirm any facts that are important to your decision. GM Energy makes no warranty as to the reliability, accuracy, timeliness, usefulness or completeness of any Content.
- f. The Site may contain links to third-party websites that are not owned or controlled by GM Energy. GM Energy has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. By clicking on links, you expressly relieve GM Energy from

any and all liability arising from your use of any third-party site, or from the content of any third party site.

6. **Procedure for Making a Claim of Copyright Infringement.** To file a copyright infringement notification with us, you will need to send a written communication that contains the following:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- b. Identification of the copyrighted work claimed to have been infringed.
- c. Identification of the material on our Site that is claimed to be infringing, with information reasonably sufficient to allow us to locate the material.
- d. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted.
- e. A statement that the complaining party has a good faith belief that use of the material in the matter complained of is not authorized by the copyright owner, its agent or the law.
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such written notification should be sent to:

Lauren Latimer
General Motors LLC
300 Renaissance Center
Detroit, MI 48265
Phone: 313-665-4699
Email: lauren.latimer@gm.com

Counter Notice: If you believe that your user submission which was removed from the Site in response to a Copyright Infringement Notification is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to law, to post and use the content in your User Submission, you may send a counter-notice to GM Energy containing the following information:

- Your physical or electronic signature
- Identification of your user submission which was removed
- A statement that you have a good faith belief that the content was removed as a result of a mistake or misidentification of the content.
- Your name, address, telephone number and email address.
- A statement that you consent to the jurisdiction of the federal court in Detroit and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a Counter-Notice is received by GM Energy, GM Energy may send a copy to the original complaining party, informing them that the objected to user submission may be reposted in 10 business days. Unless the copyright owner files an action seeking a court order against you to restrain your allegedly infringing activity, your user submission may be reposted at GM Energy's sole discretion.

7. **Site Warranty Disclaimer.** YOU AGREE THAT YOUR USE OF THE SITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, GM ENERGY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, AFFILIATES, SHAREHOLDERS, REPRESENTATIVES AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE

AND YOUR USE OF IT. GM ENERGY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF ANY CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS OR ANY AND ALL PERSONAL INFORMATION OR FINANCIAL INFORMATION STORED IN SUCH SERVERS, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. GM ENERGY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY HYPERLINKED SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND GM ENERGY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

8. **Sale of Products and Services**

- a. **Order Acceptance and Cancellation.** You agree that your order is an offer to buy under these Terms all Products listed in your order. GM Energy may choose not to accept any order in its sole discretion. GM Energy may send an order confirmation by email or other means to acknowledge the receipt of an order, but GM Energy does not accept any order until notice is sent notifying you that the ordered Product has shipped. In the event an Order contains multiple Products, GM Energy may process payment for and ship each Product separately. GM Energy reserves the right to at any time, even after your order is confirmed by email or other means, to cancel your order or any portion thereof for any reason, including error or suspected fraud, and return the applicable associated payment.
- b. **Availability of Products.** Due to offers that are limited in time or availability, certain Products described on the Site may not be available to all users at all times. GM Energy may provide certain summary descriptions or other helpful information regarding Products. We attempt to be as accurate as possible; however, any such materials are intended to generally describe Products. GM Energy does not warrant that product descriptions or other content of GM Energy is accurate, complete, reliable, current, or error-free. PRICES AND AVAILABILITY OF PRODUCTS LISTED WITHIN AND ON GM ENERGY ARE SUBJECT TO CHANGE WITHOUT NOTICE. The listing, description of, or reference to, a Product on GM Energy does not imply that such Product is presently available. In the event a Product ordered is no longer available for purchase, we will either contact you or cancel your order. All orders of Products are subject to prevailing law, including, as appropriate, export and import regulations and boycotting restrictions, if any, imposed by governing bodies having jurisdiction over such orders, products or services.
- c. **Shipments; Delivery; Title and Risk of Loss.** GM Energy will arrange for shipment of ordered Products to you. Shipping and delivery dates are estimates only and cannot be guaranteed. GM Energy is not liable for any delays in shipment. Title and risk of loss for a Product pass to you when payment is received in accordance with the selected Payment Method, and the Product is shipped.
- d. **Cancellations.** You may request to cancel your order for GM Energy Products at any time prior to your GM Energy products having shipped by notifying a GM Energy Service Agent at (833)64POWER. In the event your Products have already shipped, your order will not be cancelled. In the event your cancellation request is processed, you may receive confirmation by email at the email address associated with your GM Energy account. If you have already made a payment on

your order, you will be entitled to a full refund, except for any non-refundable portion of any Installation Deposit paid to any third-party installation provider on the Site. Your refund will be issued to the same credit card used to make the purchase within 30 days of GM Energy's acceptance of your cancellation request.

- e. **Returns.** You may initiate a return of the GM Energy Products within 14 days following delivery, subject to the terms and conditions contained herein. To initiate a return and schedule shipping, please contact a GM Home Energy Consultant at (833)64POWER. Any returned products must be undamaged, in its original (as received), unopened packaging, in new, non-installed, resalable condition, with all instructions, paperwork and hardware. If all of these conditions are not met or any return is incomplete, GM Energy may choose not to accept your return. Shipping costs are non-refundable. GM Energy has no responsibility for returned Product(s) that are lost or damaged during transit, and such losses and damages are solely your responsibility. In addition, all accepted returns will be subject to a restocking fee equal to 15% of the purchase price of the returned Product(s). Once GM Energy has received and inspected your item(s), if it determines that all return requirements have been satisfied, your refund of payments for the returned GM Energy products will be issued, minus the 15% restocking fee. For payments made by credit card or debit card, GM will process your refund on the same card used to make the purchase within 30 days of receipt of your returned items. If you return Products financed through GM Financial, GM Energy will send a refund for the returned Product(s) directly to GM Financial to be applied to your loan. However, you will still be responsible for paying GM Energy a 15% restocking fee. You will not be entitled to a refund of any non-refundable portions of the Installation Deposit paid to any third-party installation provider on our Site in connection with your order.
- f. **Payment and Order Acceptance.**
 - i. You agree to pay for your Products on GM Energy with a valid credit card, debit card, or other payment method that GM Energy may permit (each, a "Payment Method"). By providing payment card information to us, you authorize us to store and use the card as a Payment Method for purchases made through your account, including on GM Energy affiliated sites and properties which you access via your GM Energy account credentials. GM Energy participates in account updater services offered by some banks. If your bank participates in account updater services, these services will automatically update your card number or expiration date in our system when it changes. If you do not want to have your cards automatically updated, you can opt out of these services by contacting your issuing bank. You authorize GM Energy to confirm that your Payment Method is valid, including by submitting a payment authorization request in accordance with the relevant rules for your Payment Method, such as the network rules for Visa or MasterCard ("Network"). GM Energy will charge your Payment Method for the price of the Products, plus any applicable fees and taxes, as set forth in the offer you accepted. GM Energy may change the Payment Methods it accepts through GM Energy at any time, in its sole discretion. GM Energy will share your Payment Method information with GM Energy's payment processor and the Networks as necessary to facilitate payment for Products.
 - ii. If, for any reason, your payment cannot be charged to your Payment Method (for instance, in case of insufficient funds or lack of available credit), GM Energy reserves the right to cancel your order. GM Energy may contact you if your order is canceled or if additional information is required to accept your order.
- g. **Tax Policy.** Unless stated otherwise, prices for all Products are in United States dollars and exclude any and all applicable taxes and shipping and handling charges, unless expressly stated otherwise. To the extent permissible under law, you are responsible for any applicable taxes, whether or not they are listed on your receipt or statement. GM Energy charges sales tax on all orders as required by law.
- h. **Intellectual Property Ownership.** You acknowledge and agree that you do not and will not have or acquire any ownership of any intellectual property rights in and to any Product made available

on GM Energy and any related specifications, instructions, documentation or other materials, including, but not limited to, all related copyrights, patents, and trademarks and other intellectual property rights.

i. **Product Warranty; Disclaimer.**

- i. The 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 Products are set forth in the GM Energy Product Warranty.

- ii. You acknowledge and agree that in order to obtain warranty and/or other maintenance services for the Products following the expiration of the Warranty, you must purchase extended protection plans directly from GM Energy or an affiliate thereof (subject to availability).

- iii. YOU ACKNOWLEDGE THAT, EXCEPT AS SET FORTH IN THIS SECTION (iii), ALL PRODUCTS ARE PROVIDED BY GM ENERGY ON AN "AS IS" BASIS, AND TO THE FULLEST EXTENT PERMITTED BY LAW, GM ENERGY, 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.

- j. **Goods Not for Resale or Export.** You agree to comply with all applicable laws and regulations of the various states and of the United States including all Export Regulations, as defined below. You represent and warrant that you are buying products or services from GM Energy for your own personal or household use only, and not for resale or export. Products and services purchased from GM Energy may be controlled for export purposes by export regulations, including but not limited to, the Export Administration Act of 1979 (50 U.S.C. 2401-2410), the Export Administration Regulations promulgated thereunder (15 C.F.R. 768-799), the International Traffic in Arms Regulations (22 C.F.R. 120-128 and 130) and their successor and supplemental regulations (collectively, "Export Regulations").

9. **Software Updates.** Your Products involve software, data, and related settings (collectively, the "Software") that GM Energy 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 Products. These Updates may affect or erase data that you have stored in your 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 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 will govern any Updates or other changes we make to the Software and Products for all Permitted Users.

10. **Limitation of Liability.** IN NO EVENT SHALL GM ENERGY, 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.

11. **Indemnification.** TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, **YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS** GM ENERGY, 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 THE SITE, OR 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.**

12. **Notices.** Any notices to you from GM Energy regarding GM Energy or these Terms will be posted on GM Energy or made by email or regular mail to the address(es) provided by you at the time of order.

13. **Copyright/Trademark.** Copyright 2024 General Motors. All Rights Reserved. All text, images, graphics, animation, videos, music and other materials on this Site are subject to the copyright and other intellectual property rights of GM. These materials may not be reproduced, distributed, modified or reposted to other websites without the express written permission of GM. The marks appearing on this Site including, but not limited to: (i) GM and the GM Logo; (ii) Chevrolet, Buick, Cadillac, GMC and their respective logos, emblems, slogans and vehicle model names and body designs; (iii) GM Energy and the GM Energy Logo; and (iv) other marks such as ACDelco and OnStar are trademarks or service marks of GM, its subsidiaries, affiliates or licensors.

14. **General Provisions**

- a. **Entire Agreement.** Any order confirmation, these Terms and our Privacy Statement and any other legal notices published by GM Energy on this Site constitute the entire agreement between GM Energy and you in connection with your use of the Site and purchase of Products.
- b. **Governing Law; Jurisdiction; Venue; Severability of Provisions.** The Terms are governed by the laws of the State of Michigan, USA without regard to any conflicts of law provisions. Any legal proceedings arising from or relating to these Terms 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. All parts of these Terms apply to the maximum extent permitted by law. We both agree that if any provision of these Terms is found by a court of competent jurisdiction to be unenforceable as written, these Terms shall not be invalid or void, but such provision will be severed, and the remainder of these Terms shall remain in full force and effect. The section headings are for convenience and do not have any force or effect.
- c. **Class Action Waiver.** TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, BOTH YOU AND GM ENERGY WAIVE THE RIGHT TO BRING ANY DISPUTE AS A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION, OR TO PARTICIPATE IN A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION REGARDING ANY DISPUTE BROUGHT BY ANYONE ELSE. IF THE PROVISION REGARDING WAIVER OF CLASS, COLLECTIVE, REPRESENTATIVE, AND PRIVATE ATTORNEY GENERAL CLAIMS OF THIS

SECTION IS FOUND TO BE VOID OR OTHERWISE UNENFORCEABLE, ANY SUCH CLASS, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL CLAIMS MUST BE HEARD AND DETERMINED THROUGH AN APPROPRIATE COURT PROCEEDING, AND NOT IN ARBITRATION.

- d. **Jury Waiver.** TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, GM ENERGY AND YOU EACH WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING UNDER, IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THESE TERMS, THE BREACH THEREOF AND/OR THE SCOPE OF THE PROVISIONS OF THIS SECTION, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.
- e. **Time Limitation on Claims.** YOU AGREE THAT ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATED TO YOUR PURCHASE OF ANY PRODUCT OR YOUR RELATIONSHIP WITH GM ENERGY MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, YOUR CLAIM IS PERMANENTLY BARRED.
- f. **Remedies.** You agree that any violation, or threatened violation, by you of these Terms will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.
- g. **Force Majeure.** We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
- h. **Waiver.** No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and GM Energy's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.
- i. **Assignment.** These Terms may not be transferred or assigned by you, but may be assigned by GM Energy without restriction. No assignment or transfer relieves you of any of your obligations under these Terms.
- j. **No Third Party Beneficiaries.** These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

Contacting Us. If you have any questions or concerns about these Terms, please contact us at energyservice@gm.com. We will attempt to respond to your questions or concerns promptly after we receive them.