



CUSTOMER DETAILS	
First Name:	Last Name:
Email:	Phone:
Return Odometer Mileage:	VIN:
Purchase Date:	Return Date:

CUSTOMER ACKNOWLEDGEMENT

- I confirm that the vehicle has been returned by 5 p.m., within 3 Business Days from (and including) the day of purchase.
- I confirm that the vehicle condition matches that of GR Auto Gallery's condition report.
- I confirm that the odometer reading at the time of vehicle return is not greater than 30 miles than the odometer reading recorded on the Condition Report at the time of purchase.
- I confirm that the vehicle is unencumbered, unsecured and no security interest applies to it.
- I confirm the vehicle has been returned with the same inclusions and accessories it was originally sold with (listed below).

During the time the vehicle was in my possession it:

- Was not altered in any way – including cosmetic, mechanical and/or structural alterations.
- Was not involved in any traffic, parking or similar violations; and that I will be that were incurred against the vehicle while in my possession.
- Was not used for any illegal activity, race contest or performance test of any kind.

By signing this Return Form, Customer agrees to be bound by the terms and conditions of the attached **Buy Back Guarantee Terms and Conditions**.

Date: \_\_\_\_\_ Customer: \_\_\_\_\_

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Approved By: GR Auto Gallery, LLC

Buy Back Price \$: \_\_\_\_\_ Signature: \_\_\_\_\_

Note: by approving this Return Form, GR Auto Gallery, LLC acknowledges and authorizes the Buy Back of this Vehicle from the Customer. The Buy Back Price indicated on this form will be provided to the Customer in accordance with attached Buy Back Guarantee Terms and Conditions. Payment will be made via check or electronic funds transfer (EFT) only, and to the Customer listed on this form.

## **BUY BACK GUARANTEE TERMS AND CONDITIONS**

### **1 GENERAL TERMS**

- 1.1 The Buy Back Guarantee Program (the “Program”) of GR Auto Gallery, LLC (“GR Auto Gallery”) is a benefit provided to all Customers who purchase a Vehicle from GR Auto Gallery while the Program is in effect. The Program is operated under and is subject to the terms of this Agreement.
- 1.2 Pursuant to these Buy Back Guarantee Terms and Conditions (the “Buy Back Terms & Conditions”), a Business Day(s) means a day that is not a Saturday, Sunday, or official public holiday.
- 1.3 All Vehicles which are purchased from GR Auto Gallery are subject to GR Auto Gallery’s standard terms & conditions which are available from GR Auto Gallery on request (the “Standard Terms & Conditions”).
- 1.4 These Buy Back Guarantee Terms & Conditions shall be deemed to incorporate and shall form part of the Standard Terms & Conditions and defined words and expressions used in the Buy Back Terms & Conditions shall have the same meaning as provided for in the Standard Terms & Conditions.
- 1.5 The Buy Back Terms & Conditions set out the terms and conditions which are applicable to GR Auto Gallery’s Buy Back Guarantee and in consideration of the agreement set out in this document, GR Auto Gallery and any Customer who utilizes the Buy Back Guarantee from GR Auto Gallery when purchasing a Vehicle from GR Auto Gallery, agree to be bound by the Buy Back Terms & Conditions.

### **2 BUY BACK GUARANTEE PROTECTION**

- 2.1 Where GR Auto Gallery has offered to provide a Buy Back Guarantee in respect of any Vehicle offered for sale and the Customer has completed the purchase the Vehicle, then during the returns period which ceases at 5:00 p.m. EST three Business Days after the date of purchase (the “Returns Period”) the Customer shall have the option to return that Vehicle to GR Auto Gallery for convenience and without reason. Should the Customer elect to do so then subject to these Buy Back Terms & Conditions, GR Auto Gallery will purchase that Vehicle from the Customer at 75% of the purchase price originally paid by the Customer minus any documentation fees, shipping, taxes, or state fees or costs associated with the return of the Vehicle (the “Buy Back Price”). Customer shall also be responsible for any shipping costs accrued by GR Auto Gallery to return the vehicle.
- 2.2 GR Auto Gallery shall not be liable for any traffic, parking, toll or other statutory or regulatory violation arising or incurred while the Vehicle is in the possession of the Customer.

### **3 RETURNS PROCEDURE**

- 3.1 In the event that a Customer wishes to return to GR Auto Gallery a Vehicle which it purchased with the benefit of the Program then it must inform GR Auto Gallery in writing of that decision by no later than 5.00 p.m. EST on the final day of the Returns Period. If there is a dispute as to whether a notice has been timely given and received, GR Auto Gallery’s determination shall be final and binding on all parties.
- 3.2 A Customer shall have no right to return a Vehicle to GR Auto Gallery and GR Auto Gallery shall have no obligation to purchase a Vehicle from a Customer if the Customer fails to notify GR Auto Gallery of its decision to return the Vehicle in accordance with Clause 3.1 and/or thereafter fails to return that Vehicle as directed by GR Auto Gallery.

3.3 A Customer shall only be entitled to return a Vehicle to GR Auto Gallery and GR Auto Gallery shall only be obliged to accept that return where all of the following conditions have been met:

- (a) the Customer must have purchased the Vehicle evidenced by GR Auto Gallery having received acceptable certified funds. GR Auto Gallery, in its sole discretion, may delay any Buy Back until it is assured that the Customer's payment has cleared in full;
- (b) the Customer must have notified GR Auto Gallery of its decision to return the Vehicle in accordance with Clause 3.1;
- (c) the Vehicle must be returned to GR Auto Gallery in the same condition that it was in at the date of sale and the Customer agrees that GR Auto Gallery's records will be treated as the definitive record of the Vehicle's condition at that time including miles travelled, inclusions and accessories. For the avoidance of any doubt the Vehicle must not be altered in any way from the condition it was in at the time of sale including but not limited to any aesthetic, structural or mechanical change. This includes any removal, modification or addition to the Vehicle;
- (d) the miles travelled by the Vehicle from the date of sale to the date of its return to GR Auto Gallery in accordance with Clause 3.1 must not be more than 30 miles and the Customer agrees that GR Auto Gallery's records will be treated as the definitive record of the Vehicle's mileage at that time;
- (e) the Customer represents and warrants it holds full un-encumbered and unsecured title to the Vehicle at the time of its return to GR Auto Gallery and since the date of the applicable sale has not sold the Vehicle to any third party nor used the Vehicle as security for any loan, arrangement, finance or similar event;
- (f) the Customer asserts the Vehicle was not used for any illegal activity, or race, contest or performance test of any kind;
- (g) (where appropriate) the Customer must provide to GR Auto Gallery all documentation necessary to effect a transfer of ownership of the Vehicle in question from it to GR Auto Gallery; and
- (h) the Customer must not (in the reasonable opinion of GR Auto Gallery) be guilty of any conduct of the type as detailed in Clause 6.

#### **4 SALE AND PURCHASE**

4.1 Ownership of any Vehicle which is to be returned by a Customer under these Buy Back Terms & Conditions and risk of loss or damage occurring to the Vehicle shall remain with the Customer until the time at which that Vehicle is returned to GR Auto Gallery in accordance with Clause 3.1 at which point, risk of loss or damage occurring to the Vehicle shall pass from the Customer to GR Auto Gallery. GR Auto Gallery shall not be obliged to accept the return of any Vehicle which may be lost, stolen or damaged during the period between the date on which the Customer informs GR Auto Gallery under Clause 3.1 that it wishes to return the Vehicle and the date on which the Customer actually returns the Vehicle to GR Auto Gallery in accordance with Clause 3.1.

4.2 Once a Vehicle has been returned to GR Auto Gallery in accordance with Clause 3.1 then as soon as reasonably practicable thereafter GR Auto Gallery will inspect the Vehicle and undertake such searches as may be necessary to confirm that all of the conditions set out in Clause 3.3 have been met. If GR Auto Gallery is satisfied that those conditions:

- (a) have been met, then it shall inform the Customer of that and within three Business Days thereafter shall pay to the Customer in consideration for the transfer of ownership of that Vehicle from the Customer to GR Auto Gallery under Clause 4.1 the Buy Back Price. For the avoidance of doubt, the Buy Back Price is the only amount which is payable by GR Auto Gallery to the Customer in consideration for such sale and the Customer shall not be entitled to also receive from GR Auto Gallery any costs of transportation, on-road costs including permits, registration charges, taxes, duties, government charges, any infringement, penalty, fine, toll or other charge or any refund of the price paid by the Customer for its Buy Back Guarantee, which may have been made by the Customer to GR Auto Gallery or any other party including any Government authority on any account in connection with the purchase or use of the subject Vehicle; or
- (b) have not been met, then it shall inform the Customer of that and at that point, risk of loss or damage occurring to that Vehicle shall pass back from GR Auto Gallery to the Customer (and from that point GR Auto Gallery accepts no liability whatsoever in relation to the Vehicle whilst left on its premises) and the Customer shall at its own expense within 1 day of being notified by GR Auto Gallery collect that Vehicle from GR Auto Gallery during the usual opening hours of the premises where that Vehicle is being stored. If the Customer fails to collect the Vehicle from GR Auto Gallery within the time period required under this Clause 4.2(b) then at any time thereafter GR Auto Gallery may dispose of the Vehicle on behalf of the Customer in any manner as GR Auto Gallery at its discretion sees fit and the Customer irrevocably authorizes GR Auto Gallery to do so (and should GR Auto Gallery elect to dispose of the Vehicle by way of a sale on behalf of the Customer then the Customer shall be deemed to be the Seller of that Vehicle for the purposes of the Standard Terms & Conditions). Where GR Auto Gallery receives any proceeds of sale as a result of disposing of the Vehicle on behalf of the Customer then it shall account for the same to the Customer but shall be entitled to first off-set against those proceeds all costs and expenses incurred by GR Auto Gallery in storing and disposing of the Vehicle on behalf of the Customer. Where no proceeds of sale are received by GR Auto Gallery then the Customer shall indemnify GR Auto Gallery on demand for all costs and expenses incurred by GR Auto Gallery in storing and disposing of that Vehicle on behalf of the Customer.

4.3 The Customer shall execute all such documents and undertake all such acts as GR Auto Gallery may reasonably request in order to perfect and give effect to any transfer of ownership of the Vehicle from the Customer to GR Auto Gallery under Clause 4.1 and/or of any disposal of a Vehicle on behalf of the Customer which may subsequently be made by GR Auto Gallery under Clause 4.2(b) (If applicable). Further, the Customer shall complete all forms and provide all information GR Auto Gallery requires in order to affect the transaction.

4.4 Funds payable to the Customer by GR Auto Gallery will be made by check or electronic funds transfer.

## **5 NON-TRANSFERRABLE**

5.1 A Buy Back Guarantee is provided by GR Auto Gallery solely for the benefit of the original Customer that purchased the Vehicle and a Customer is not permitted to resell, assign or otherwise transfer the benefit of a Buy Back Guarantee to any third parties and any attempt to do so will be void. In particular, if the original Customer sells the Vehicle to a third party during the Returns Period then the Customer will not be permitted to transfer the benefit of their Buy Back Guarantee to that subsequent purchaser.

## **6 CONDUCT**

6.1 It is a condition of GR Auto Gallery making a Buy Back Guarantee available to any Customer that the Customer has not colluded or agreed with any other person to purchase a Buy Back Guarantee for a Vehicle for the purpose of artificially altering the auction market and/or attempting to mislead, deceive or unfairly profit off GR Auto Gallery or any other bidder, Customer or Seller.

6.2 A further condition of GR Auto Gallery making this Buy Back Guarantee is that Customer has not and in the future will not post a negative review on any website, web service or online application agrees and represents that the Customer of GR Auto Gallery or publically disparage GR Auto Gallery in any way on any social media platform or outlet.

## 7 MISCELLANEOUS

7.1 Breach. If Customer breaches any obligation provided for in these Buy Back Guarantee Terms and Conditions, and specifically the obligations under Clause 6.2, GR Auto Gallery shall be entitled to both prospective injunctive relief and liquidated damages in the amount of the original purchase price of the Vehicle. Further, Customer agrees to pay all of GR Auto Gallery's attorneys' fees and costs incurred in enforcing these Buy Back Guarantee Terms.

7.2 Governing Law. This agreement shall be governed by, interpreted and enforced in accordance with the laws of the state of Michigan without regard to its conflicts of laws, provisions or principles. The parties hereby agree to submit to the exclusive jurisdiction of the Kent County Circuit Court located in Grand Rapids, Michigan and the United States Western District Court for Michigan, also located in Grand Rapids, Michigan, for the resolution of any and all actions, disputes and proceedings arising under this agreement in any way relating to the purchase of a Vehicle from GR Auto Gallery. Customer waives its right to object that the venue or forum set forth herein as improper or inconvenient.

7.3 Entire Agreement. GR Auto Gallery shall constitute the final, complete, and exclusive agreement of the parties with respect to all sales by GR Auto Gallery to Customer and shall supersede all prior offers, negotiations, understandings and agreements. No additional or different terms and conditions whether material or immaterial shall become a part of this agreement unless expressly accepted in writing by GR Auto Gallery. Any waiver by GR Auto Gallery of one or more of these terms and conditions or any defaults hereunder shall not constitute a waiver of the remaining terms and conditions or any future defaults hereunder.

I have read, understood and agree to these Buy Back Terms and Conditions and acknowledge that I will be bound by these terms and conditions.

Customer:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_