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## >STEPS TO CUSTOMER SATISFACTION

We want you to be happy with your smart USA vehicle. Your satisfaction is the all-important ingredient for success in our business, as it is in any other.

Normally, warranty issues can be resolved by your smart center's sales or service departments. That's why you should always talk to your smart center's Service Manager or Sales Manager first. If you are not satisfied with the smart center's response at this level, smart USA recommends that you follow these steps, in order:

**STEP 1:** Discuss the problem with the General Manager or owner of the smart center.

**STEP 2:** If your smart center is unable to resolve the issue, contact smart USA Customer Relations;

smart USA  
Customer Relations  
1765 Telegraph Road  
Bloomfield Hills, MI 48302  
Tel: 1-800-762-7887

Be prepared to provide the smart USA Customer Relations with following information:

- Your name, address and daytime telephone number
- Vehicle Identification Number
- The name and city of the selling smart center and servicing smart center
- The current mileage
- Date of purchase
- Nature of problem
- Mileage at first service visit for this problem
- How many times the vehicle has been serviced for this problem

Once you have followed the two steps described, a smart USA representative will review your situation. If it is something that smart USA can help you with, smart USA will provide your smart center with all the information and assistance necessary to resolve the problem. Even if smart USA cannot help you, smart USA will acknowledge your contact and explain smart USA's position.

All states have "lemon" laws allowing you to get a replacement vehicle or a refund of the vehicle's purchase price under certain circumstances. These laws vary from state to state. If your state law allows, smart USA requires that you first notify us in writing of any service difficulty that you may have experienced so that we can have a chance to make any needed repairs before you are eligible for remedies provided by these laws. In all other states, we ask that you give us written notice of any service difficulty unless your state requires the use of a special form. Send your written notice to the smart USA Customer Relations using the self-addressed, detachable card.

## >NOTICE TO CONSUMERS IN THE STATES OF ARKANSAS, CONNECTICUT, FLORIDA, GEORGIA, HAWAII, MAINE, MASSACHUSETTS, NEW HAMPSHIRE, VERMONT AND WASHINGTON

Your state requires that a separate "Lemon Law Rights" booklet/statement, sticker or form be provided to you at the time of delivery of your vehicle.

If you have not received this booklet/statement, sticker or form per your state, please ask your smart center for one, or contact:

smart USA  
Customer Relations  
1765 Telegraph Road  
Bloomfield Hills, MI 48302  
and, or  
Tel: 1-800-762-7887

## >DISCLOSURE NOTICE FOR COLORADO, CONNECTICUT GEORGIA, AND MARYLAND

Your state "Lemon Law" requires smart USA to inform you that if this vehicle does not conform to its applicable warranties and smart USA or its smart centers have not repaired the vehicle after a reasonable number of attempts or the vehicle has been out of service for a specified number of days, you may be entitled under the provisions of your state "Lemon Law" to a replacement or repurchase of the vehicle. In order to seek remedies under your state "Lemon Law", you must first:

Notify smart USA at the address below, **BY CERTIFIED MAIL**, of the problem with your vehicle.

smart USA  
Customer Relations  
1765 Telegraph Road  
Bloomfield Hills, MI 48302  
and, or  
Tel: 1-800-762-7887

Please use the self-addressed, detachable Notification to smart USA Customer Relations form to assist you.

## >DISCLOSURE NOTICE FOR ARKANSAS, INDIANA, MISSOURI, MONTANA, NEW MEXICO, NORTH CAROLINA, SOUTH CAROLINA, VIRGINIA, AND WEST VIRGINIA

IMPORTANT: IF THIS VEHICLE IS DEFECTIVE, YOU MAY BE ENTITLED UNDER STATE LAW TO A REPLACEMENT OR TO COMPENSATION. HOWEVER, TO BE ENTITLED TO A REPLACEMENT OR TO COMPENSATION, YOU MUST FIRST NOTIFY THE MANUFACTURER OF THE PROBLEM IN WRITING AND PROVIDE THE MANUFACTURER AN OPPORTUNITY TO REPAIR THE VEHICLE.

Notify smart USA, **BY CERTIFIED MAIL**, of the problem with your vehicle.

Please use the self-addressed, detachable smart USA Customer Relations form to assist you.

## >DISCLOSURE NOTICE FOR ARKANSAS

### NOTICE TO ARKANSAS PURCHASERS

Arkansas law allows you the right to orally present your case before either one or three arbitrators in the smart USA Customer Arbitration Process. If you wish to do so, mark the appropriate box on your arbitration application to indicate that you want a panel review or a single decision maker and an oral hearing.

You should note that oral presentations in the Customer Arbitration Process will be limited to a reasonable period of time. This means that you will have a limited amount of time to present your side of the dispute, and smart USA or the smart center may then take the same amount of time to present their side of the dispute.

Upon receipt of your request including a notice of oral hearing, the smart USA Customer Arbitration Process will notify you of the time and place for your hearing.

You may obtain a brochure describing the smart USA Customer Arbitration Process, including an application, by calling 1-800-762-7887. This service is strictly voluntary, and you may submit your dispute directly to the Customer Arbitration Process (CAP) at no cost. The CAP is administered by an independent dispute settlement organization and may be contacted in writing at the following address:

Council of Better Business Bureaus  
Auto Line Program  
4200 Wilson Blvd., Suite 800  
Arlington, VA 22203  
Phone: 1-800-955-5100  
Fax: 1-703-247-9700  
www.bbb.org

The CAP reviews only vehicle disputes involving the smart USA Limited Warranty or a smart USA Corporation vehicle. The CAP does not review disputes involving the sale of a new or used vehicle, personal injury/property damage claims, disputes relating to design of the vehicle or part, or disputes which are already the subject of litigation.

The CAP will need the following information from you:

- 1) Legible copies of all documents and repair orders relevant to your case,
- 2) Vehicle identification number of your vehicle,
- 3) A brief description of your unresolved concern,
- 4) The identity of your servicing/selling smart center,
- 5) The date(s) of repair(s) and mileage at the time,
- 6) Current mileage, and
- 7) A description of the action you expect to resolve your concern.

Upon receipt of your request:

- The Better Business Bureau (BBB) will acknowledge receipt of your request, by mail, within ten (10) days, and advise you whether or not your dispute is within the jurisdiction of the Process.
- When your request is within jurisdiction, the BBB will request smart USA and the smart center to present their side of the dispute. You will receive copies of their responses.
- While your dispute is pending the BBB or smart USA may contact you to see if your case can be settled by agreement. If a settlement is offered to you, smart USA will ask you to sign a form that contains that settlement. Your case will then be closed. There is no requirement for you to participate in this settlement process.
- If you requested an oral hearing, a decision-maker will contact you to arrange a convenient time and place for a hearing. Usually this will be at a smart center near you.
- If you request a document-only review, a BBB panel will review and decide your case. Neither you, the smart center, nor smart USA need be present.
- The BBB will send you a written Statement of Decision. This statement will include the decision, any action to be taken by the smart center or smart USA and the time by which the action must be taken.

The decision will be binding on the smart center and smart USA but not on you unless you accept the decision.

- If any action is required on the part of the smart center or smart USA, you will be contacted within 10 days after the date by which the smart center or smart USA must act to determine whether performance has been rendered.
- The entire dispute settlement process will normally take no longer than 40 days.
- smart USA's dispute settlement procedure does not take the place of any state or Federal legal remedies available to you. Whether or not you decide to submit your dispute to the Process, you are free to pursue other legal remedies.

**>DISCLOSURE NOTICE FOR CALIFORNIA**

## SECTIONS 1793.2(d) AND 1793.22 OF THE CALIFORNIA CIVIL CODE

Section 1793.2(d)(1) Except as provided in paragraph (2), if the manufacturer or its representative in this state does not service or repair the goods to conform to the applicable express warranties after a reasonable number of attempts, the manufacturer shall either replace the goods or reimburse the buyer in an amount equal to the purchase price paid by the buyer, less that amount directly attributable to use by the buyer prior to the discovery of the nonconformity.

(d)(2) If the manufacturer or its representative in this state is unable to service or repair a new motor vehicle, as that term is defined in subparagraph (2) of subsection (e) of Section 1793.22, to conform to the applicable express warranties after a reasonable number of attempts, the manufacturer shall either promptly replace the new motor vehicle in accordance with subparagraph (A) or promptly make restitution to the buyer in accordance with subparagraph (B). However, the buyer shall be free to elect restitution in lieu of replacement, and in no event shall the buyer be required by the manufacturer to accept a replacement vehicle.

(d)(2)(A) In the case of replacement, the manufacturer shall replace the buyer's vehicle with a new motor vehicle substantially identical to the vehicle replaced. The replacement vehicle shall be accompanied by all express and implied warranties that normally accompany new motor vehicles of that specific kind. The manufacturer also shall pay for, or to, the buyer the amount of any sales or use tax, license fees, registration fees, and other official fees which the buyer is obligated to pay in connection with the replacement, plus any incidental damages to which the buyer is entitled under Section 1794, including, but not limited to, reasonable repair, towing, and rental car costs actually incurred by the buyer.

(d)(2)(B) In the case of restitution, the manufacturer shall make restitution in an amount equal to the actual price paid or payable by the buyer, including any charges for transportation and manufacturer-installed options, but excluding non-manufacturer items installed by a smart center or the buyer, and including any collateral charges such as sales tax, license fees, registration fees, and other official fees, plus any incidental damages to which the buyer is entitled under Section 1794, including, but not limited to, reasonable repair, towing, and rental car costs actually incurred by the buyer.

(d)(2)(C) When the manufacturer replaces the new motor vehicle pursuant to subparagraph (A), the buyer shall only be liable to pay the manufacturer an amount directly attributable to use by the buyer of the replaced vehicle prior to the time the buyer first delivered the vehicle to the manufacturer or distributor, or its authorized service and repair facility for correction of the problem that gave rise to the nonconformity. When restitution is made pursuant to subparagraph (B), the amount to be paid by the manufacturer to the buyer may be reduced by the manufacturer by that amount directly attributable to use by the buyer prior to the time the buyer first delivered the vehicle to the manufacturer or distributor, or its authorized service and repair facility for correction of the problem that gave rise to the nonconformity. The amount directly attributable to use by the buyer shall be determined by multiplying

the actual price of the new motor vehicle paid or payable by the buyer, including any charges for transportation and manufacturer-installed options, by a fraction having as its denominator 120,000 and having as its numerator the number of miles traveled by the new motor vehicle prior to the time the buyer first delivered the vehicle to the manufacturer or distributor, or its authorized service and repair facility for correction of the problem that gave rise to the nonconformity. Nothing in this paragraph shall in any way limit the rights or remedies available to the buyer under any other law.

1793.22(b) It shall be presumed that a reasonable number of attempts have been made to conform a new motor vehicle to the applicable express warranties if, within 18 months from delivery to the buyer or 18,000 miles on the odometer of the vehicle, whichever occurs first, one or more of the following occurs: (1) the same nonconformity results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven and the nonconformity has been subject to repair two or more times by the manufacturer or its agents, and the buyer or lessee has at least once directly notified the manufacturer of the need for the repair of the nonconformity, (2) the same nonconformity has been subject to repair four or more times by the manufacturer or its agents and the buyer has at least once directly notified the manufacturer of the need for the repair of the nonconformity, or (3) the vehicle is out of service by reason of repair of nonconformities by the manufacturer or its agents for a cumulative total of more than 30 calendar days since delivery of the vehicle to the buyer. The 30-day limit shall be extended only if repairs cannot be performed due to conditions beyond the control of the manufacturer or its agents. The buyer shall be required to directly notify the manufacturer pursuant to paragraphs (1) and (2) only if the manufacturer has clearly and conspicuously disclosed to the buyer, with the warranty or the owner's manual, the provisions of this section and that of subdivision (d) of Section 1793.2, including the requirement that the buyer must notify the manufacturer directly pursuant to paragraphs (1) and (2). The notification, if required, shall be sent to the address, if any, specified clearly and conspicuously by the manufacturer in the warranty or owner's manual. This presumption shall be a rebuttable presumption affecting the burden of proof, and it may be asserted by the buyer in any civil action, including an action in small claims court, or other formal or informal proceeding.

(c) If a qualified third-party dispute resolution process exists, and the buyer receives timely notification in writing of the availability of that qualified third-party dispute resolution process with a description of its operation and effect, the presumption in subdivision (b) may not be asserted by the buyer until after the buyer has initially resorted to the qualified third-party dispute resolution process as required in subdivision (d). Notification of the availability of the qualified third-party dispute resolution process is not timely if the buyer suffers any prejudice resulting from any delay in giving the notification. If a qualified third-party dispute resolution process does not exist, or if the buyer is dissatisfied with that third-party decision, or if the manufacturer or its agent neglects to promptly fulfill the terms of the qualified third-party dispute resolution process decision after the decision is accepted by the buyer, the buyer may assert the presumption provided in subdivision (b) in an action to enforce the buyer's rights under subdivision (d) of Section 1793.2. The findings and decision

of a qualified third-party dispute resolution process shall be admissible in evidence in the action without further foundation. Any period of limitation of actions under any federal or California laws with respect to any person shall be extended for a period equal to the number of days between the date a complaint is filed with a third-party dispute resolution process and the date of its decision or the date before which the manufacturer or its agents is required by the decision to fulfill its terms if the decision is accepted by the buyer, whichever occurs later.

- (d) A qualified third-party dispute resolution process shall be one that does all of the following:
- (1) Complies with the minimum requirements of the Federal Trade Commission for informal dispute settlement procedures as set forth in Part 703 of Title 16 of the Code of Federal Regulations, as those regulations read on January 1, 1987.
  - (2) Renders decisions which are binding on the manufacturer if the buyer elects to accept the decision.
  - (3) Prescribes a reasonable time, not to exceed 30 days after the decision is accepted by the buyer, within which the manufacturer or its agent must fulfill the terms of its decisions.
  - (4) Provides arbitrators who are assigned to decide disputes with copies of, and instruction in, the provisions of the Federal Trade Commission's regulations in Part 703 of Title 16 of the Code of Federal Regulations as those regulations read on January 1, 1987, Division 2 (commencing with Section 2101) of the Commercial Code, and this chapter.
  - (5) Requires the manufacturer, when the process orders, under the terms of this chapter, either that the nonconforming motor vehicle be replaced if the buyer consents to this remedy or that restitution be made to the buyer, to replace the motor vehicle or make restitution in accordance with paragraph (2) of subdivision (d) of Section 1793.2.
  - (6) Provides, at the request of the arbitrator or a majority of the arbitration panel, for an inspection and written report on the condition of a nonconforming motor vehicle, at no cost to the buyer, by an automobile expert who is independent of the manufacturer.
  - (7) Takes into account, in rendering decisions, all legal and equitable factors, including, but not limited to, the written warranty, the rights and remedies conferred in regulations of the Federal Trade Commission contained in Part 703 of Title 16 of the Code of Federal Regulations as those regulations read on January 1, 1987, Division 2 (commencing with Section 2101) of the Commercial Code, this chapter, and any other equitable considerations appropriate in the circumstances. Nothing in this chapter requires that, to be certified as a qualified third-party dispute resolution process pursuant to this section, decisions of the process must consider or provide remedies in the form of awards of punitive damages or multiple damages, under subdivision (c) of Section 1794, or of attorney's fees under subdivision (d) of Section 1794, or of consequential damages other than as provided in subdivisions (a) and (b) of

Section 1794, including, but not limited to, reasonable repair, towing, and rental car costs actually incurred by the buyer.

- (8) Requires that no arbitrator deciding a dispute may be a party to the dispute and that no other person, including an employee, agent, or smart center for the manufacturer, may be allowed to participate substantively in the merits of any dispute with the arbitrator unless the buyer is allowed to participate also. Nothing in this subdivision prohibits any member of an arbitration board from deciding a dispute.
  - (9) Obtains and maintains certification by the Department of Consumer Affairs pursuant to Chapter 9 (commencing with Section 472) of Division 1 of the Business and Professions Code.
- (e) For the purpose of subdivision (d) of Section 1793.2 and this section, the following terms have the following meanings:
- (1) "Nonconformity" means a nonconformity which substantially impairs the use, value, or safety of the new motor vehicle to the buyer or lessee.
  - (2) "New motor vehicle" means a new motor vehicle that is bought or used primarily for personal, family, or household purposes. "New motor vehicle" also means a new motor vehicle with a gross vehicle weight under 10,000 pounds that is bought or used primarily for business purposes by a person, including a partnership, limited liability company, corporation, association, or any other legal entity, to which not more than five motor vehicles are registered in this state. "New motor vehicle" includes the chassis, chassis cab, and that portion of a motor home devoted to its propulsion, but does not include any portion designed, used, or maintained primarily for human habitation, a smart center-owned vehicle and a "demonstrator" or other motor vehicle sold with a manufacturer's new car warranty but does not include a motor cycle or a motor vehicle which is not registered under the Vehicle Code because it is to be operated or used exclusively off the highways. A "demonstrator" is a vehicle assigned by a smart center for the purpose of demonstrating qualities and characteristics common to vehicles of the same or similar model and type.
  - (3) "Motorhome" means a vehicular unit built on, or permanently attached to, a self-propelled motor vehicle chassis, chassis cab, or van, which becomes an integral part of the completed vehicle, designed for human habitation for recreational or emergency occupancy.
- (f) (1) Except as provided in paragraph (2), no persons shall sell either at wholesale or retail, lease, or transfer a motor vehicle transferred by a buyer or lessee to a manufacturer pursuant to paragraph (2) of subdivision (d) of Section 1793.2 or a similar statute of any other state, unless the nature of the nonconformity experienced by the original buyer or lessee is clearly and conspicuously disclosed, to the prospective buyer, lessee, or transferee, the nonconformity is corrected, and the manufacturer warrants to the new buyer, lessee, or transferee in writing for a period of one year that the motor vehicle is free of that nonconformity.

- (2) Except for the requirement that the nature of the nonconformity be disclosed to the transferee, paragraph (1) does not apply to the transfer of a motor vehicle to an educational institution if the purpose of the transfer is to make the motor vehicle available for use in automotive repair courses.

## >DISCLOSURE OF BUYER'S RIGHTS TO WARRANTY REPAIR

(Applies Only to Vehicles Sold in the State of California)

Sections 1793.2 and 1793.22 of the California Civil Code provide buyers of new motor vehicles with certain rights in the event the manufacturer is unable to repair or service the vehicle to conform to the provisions of the vehicle's warranty. The material below is a summary description of those rights. Above, the full text of Sections 1793.2(d) and 1793.22 (b), (c), (d), (e) and (f) of the California Civil Code may be read in its entirety.

- I. Under California law, should smart USA or its authorized smart centers be unable to service or repair the vehicle to conform to its Limited Warranty after a reasonable number of attempts, smart USA is required to either replace the vehicle or reimburse the buyer in an amount equal to the purchase price paid by the buyer, less that amount directly attributable to use by the buyer prior to the discovery of the nonconformity.
- II. It shall be presumed that a reasonable number of attempts have been made to conform the vehicle to the warranty if, within 18 months from delivery to the buyer or 18,000 miles, whichever comes first, one or more of the following occurs: (A) the same nonconformity results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven and the nonconformity has been subject to repair two or more times by the manufacturer or its agents, and the buyer or lessee has at least once directly notified the manufacturer of the need for the repair of the nonconformity, (B) the same nonconformity has been subject to repair four or more times by smart USA or its authorized smart center and the buyer has at least once directly notified smart USA of the need for the repair of the nonconformity, or (C) the vehicle is out of service by reason of repair of the nonconformities by smart USA or its authorized smart centers for a cumulative total of more than 30 days since delivery of the vehicle to the buyer. The 30-day limit shall be extended only if repairs cannot be performed due to conditions beyond the control of smart USA or the authorized smart centers.
- III. However, the presumption discussed above in Paragraph II may not be asserted by the buyer, until after the buyer has initially resorted to a qualified third-party dispute resolution process, if one exists.

## >DISCLOSURE NOTICE FOR DISTRICT OF COLUMBIA

NOTICE TO PURCHASER:

IF AFTER A REASONABLE NUMBER OF ATTEMPTS, THE MANUFACTURER, ITS AGENT, OR AUTHORIZED smart center IS UNABLE TO REPAIR OR CORRECT ANY NON-CONFORMITY, DEFECT, OR CONDITION WHICH RESULTS IN SIGNIFICANT IMPAIRMENT OF THE MOTOR VEHICLE, THE MANUFACTURER, AT THE OPTION OF THE CONSUMER, SHALL REPLACE THE MOTOR VEHICLE WITH A COMPARABLE MOTOR VEHICLE, OR ACCEPT RETURN OF THE MOTOR VEHICLE FROM THE CONSUMER AND REFUND TO THE CONSUMER THE FULL PURCHASE PRICE, INCLUDING ALL SALES TAX, LICENSE FEES, REGISTRATION FEES, AND ANY SIMILAR GOVERNMENT CHARGES. IF YOU HAVE ANY QUESTIONS CONCERNING YOUR RIGHT, YOU MAY CONTACT THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS.

## >DISCLOSURE NOTICE FOR FLORIDA

Florida's Lemon Law applies to new or demonstrator vehicles sold or long-term leased in the state of Florida. When consumers buy or lease a new or demonstrator motor vehicle, they must receive from the selling dealer or lessor the "Consumer Guide to the Florida Lemon Law" DLA/LL-011 (rev. 2/06), effective 22-1-06. This publication explains consumers rights, gives steps to follow to resolve problems, contains a toll-free number for the Lemon Law Hotline and a form the consumer can use to notify the manufacturer of chronic defects and time out of service for repair.

To obtain a "Consumer Guide to the Florida Lemon Law," or speak with someone about the Lemon Law, consumers in Florida may call the Lemon Law Hotline at 1-800-321-5366, or 1-850-488-2221 for consumers outside of Florida. This phone line should be answered between the hours of 8:30 a.m. to 4:30 p.m., Eastern time.

## >DISCLOSURE NOTICE FOR STATE OF HAWAII

Please use the Motor Vehicle Defect form found in Florida's Lemon Law Rights booklet. Do not use the form in this booklet for notification.

YOUR RIGHTS UNDER HAWAII'S "LEMON LAW"

If you have serious and/or continuing warranty repair problems with your new motor vehicle...

A vehicle may qualify as a "lemon" when one or more substantial (serious safety or nonconforming) defects have been examined or repaired at least once or the motor vehicle has been out-of-service at least thirty cumulative days for repair during the Lemon Law rights period (i.e., whichever comes first — the expiration of the manufacturer's express warranty period, two years or 24,000 miles after the original delivery of the motor vehicle.)

In addition, at least one of the following must apply:

- The “nonconforming defect” has been examined or repaired three or more times and the defect continues to exist: or
- A “life-threatening safety defect” has been examined or repaired at least once and the defect continues to exist: or
- The vehicle has been out-of-service because of repair of one or more defects for 30 or more cumulative business days

**AND**

You must give the manufacturer written notice of the defect and an opportunity to repair. The manufacturer’s address is as follows:

smart USA  
Customer Relations  
1765 Telegraph Road  
Bloomfield Hills, MI 48302  
Tel: 1-800-762-7887

If your vehicle qualifies as a “Lemon,” the manufacturer may be required to repurchase or replace it.

If you believe you own a “Lemon,” you may participate in the State Certified Arbitration Program (SCAP). For information and/or to initiate this proceeding, please contact:

Regulated Industries Complaints Office  
235 S. Beretania Street, Ninth Floor  
Honolulu, Hawaii 96813  
(808) 587-3222

If you decide to arbitrate through the SCAP, the arbitration must be initiated within one year after the expiration of the Lemon Law rights period. There is a \$50.00 filing fee to process your case, which will be returned to you if you win your arbitration. The arbitration decision will be issued within 45 days after you initiate your complaint.

- Whenever a vehicle is returned from diagnosis or repair under the manufacturer’s warranty, the smart center must provide a legible itemized repair order. It is very important to keep copies of all repair orders.

**>DISCLOSURE NOTICE FOR STATE OF IDAHO**

“IMPORTANT IF THIS VEHICLE IS DEFECTIVE, YOU MAY BE ENTITLED UNDER THE STATE’S LEMON LAW TO REPLACEMENT OF IT OR A REFUND OF ITS PURCHASE PRICE OR YOUR LEASE PAYMENTS. HOWEVER, TO BE ENTITLED TO REFUND OR REPLACEMENT, YOU MUST FIRST NOTIFY THE MANUFACTURER, ITS AGENT, OR ITS AUTHORIZED smart center OF THE PROBLEM IN WRITING AND GIVE THEM AN OPPORTUNITY TO REPAIR THE VEHICLE. YOU ALSO HAVE A RIGHT TO SUBMIT YOUR CASE TO THE CONSUMER ARBITRATION PROGRAM WHICH THE MANUFACTURER MUST OFFER IN THIS STATE.”

You may obtain a brochure describing smart USA’s Customer Arbitration Process, including an application, by calling 1-800-992-1997.

This service is strictly voluntary, and you may submit your dispute directly to the Customer Arbitration Process (CAP) at no cost. The CAP is administered by an independent dispute settlement organization and may be contacted in writing at the following address:

Council of Better Business Bureau  
Auto Line Program  
4200 Wilson Blvd., Suite 800  
Arlington, VA 22203  
Phone: 1-800-955-5100  
Fax: 1-703-247-9700  
www.bbb.org

The CAP reviews only vehicle disputes involving the smart USA Limited Warranty on a smart USA vehicle. The CAP does not review disputes involving the sale of a new or used vehicle, personal injury/property damage claims, disputes relating to design of the vehicle or part, or disputes which are already the subject of litigation.

The CAP will need the following information from you: 1) Legible copies of all documents and repair orders relevant to your case, 2) Vehicle identification number of your vehicle, 3) A brief description of your unresolved concern, 4) The identity of your servicing/selling smart center, 5) The date(s) of repair(s) and mileage at the time, 6) Current mileage, and 7) A description of the action you expect to resolve your concern.

Upon receipt of your request:

- The Better Business Bureau (BBB) will acknowledge receipt of your request, by mail, within 10 days, and advise you whether or not your dispute is within the jurisdiction of the Process.
- When your request is within jurisdiction, the BBB will request smart USA and the smart center to present their side of the dispute. You will receive copies of their responses.
- While your dispute is pending the BBB or smart USA may contact you to see if your case can be settled by agreement. If a settlement is offered to you, smart USA will ask you to sign a form that contains that settlement. Your case will then be closed. There is no requirement for you to participate in this settlement process.
- If you requested an oral hearing, a decision-maker will contact you to arrange a convenient time and place for a hearing. Usually, this will be at a smart center near you.
- If you request a document-only review, a BBB panel will review and decide your case. Neither you, the smart center, nor smart USA need be present.
- The BBB will send you a written Statement of Decision. This statement will include the decision, any action to be taken by the smart center or smart USA and the time by which the action must be taken.

The decision will be binding on the smart center and smart USA but not on you unless you accept the decision.

- If any action is required on the part of the smart center or smart USA you will be contacted within 10 days after the date by which the smart center or smart USA must act to determine whether performance has been rendered.
- The entire dispute settlement process will normally take no longer than 40 days.
- smart USA's dispute settlement procedure does not take the place of any state or federal legal remedies available to you. Whether or not you decide to submit your dispute to the Process, you are free to pursue other legal remedies.

### >DISCLOSURE NOTICE FOR STATE OF ILLINOIS

#### NOTICE TO CONSUMERS

Consumer Rights: If after a reasonable number of attempts the seller is unable to conform the new vehicle to any of its applicable express warranties, the manufacturer shall either provide the consumer with a new vehicle of like model line, if available, or otherwise a comparable motor vehicle as a replacement, or accept the return of the vehicle from the consumer and refund to the consumer the full purchase price or lease cost of the new vehicle, including all collateral charges, less a reasonable allowance for consumer use of the vehicle. For purposes of this Section, "collateral charges" does not include taxes paid by the purchaser on the initial purchase of the new vehicle. The retailer who initially sold the vehicle may file a claim for credit for taxes paid pursuant to the terms of Sections 6, 6a, 6b and 6c of the Retailers' Occupation Tax Act [35 ILCS 120/6, 35 ILCS 120/6a, 35 ILCS 120/6b and 35 ILCS 120/6c]. Should the vehicle be converted, modified or altered in a way other than the manufacture's original design, the party which performed the conversion or modification shall be liable under the provisions of this Act, provided the part or parts causing the vehicle not to perform according to its warranty were altered or modified.

Presumption: A presumption that a reasonable number of attempts have been undertaken to conform a new vehicle to its express warranties shall arise where, within the statutory warranty period, (1) the same nonconformity has been subject to repair by the seller, its agents or authorized dealers during the statutory warranty period, 4 or more times, and such nonconformity continues to exist; or (2) the vehicle has been out of service by reason of repair of nonconformities for a total of 30 or more business days during the statutory warranty period.

In order to exercise these legal rights, you must first:

1. Notify smart USA at the address below, **BY CERTIFIED MAIL**, of the problem with your vehicle, and
2. Provide smart USA with an opportunity to repair it.

smart USA  
 Customer Relations  
 1765 Telegraph Road  
 Bloomfield Hills, MI 48302  
 Tel: 1-800-762-7887

Please use the self-addressed, detachable Notice to smart USA Customer Relations form to assist you.

### >DISCLOSURE NOTICE FOR IOWA

"THE PURCHASER OR LESSEE OF THIS VEHICLE IS PROTECTED UNDER THE WARRANTY PROVISIONS OF IOWA CODE CHAPTER 322G, COMMONLY REFERRED TO AS THE "LEMON LAW." IF THIS VEHICLE FAILS TO CONFORM TO THE MANUFACTURER'S EXPRESS WARRANTY DURING THE TERM OF THE WARRANTY, THE FIRST TWO YEARS OF OWNERSHIP, OR THE FIRST 24,000 MILES, WHICHEVER EXPIRES FIRST, AND THE NONCONFORMITY SUBSTANTIALLY IMPAIRS THE VEHICLE, YOU MAY QUALIFY FOR A REFUND OR REPLACEMENT OF THIS VEHICLE. CONTACT THE MANUFACTURER OF THE VEHICLE IF YOU BELIEVE THE VEHICLE FAILS TO CONFORM TO THE MANUFACTURER'S EXPRESS WARRANTY. FOR FURTHER INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, UNDER CHAPTER 322G, CONTACT THE CONSUMER PROTECTION DIVISION OF THE IOWA ATTORNEY GENERAL'S OFFICE AT: CONSUMER PROTECTION DIVISION, HOOVER STATE OFFICE BUILDING, DES MOINES, IOWA 50319 OR CALL (515) 281-5926.

smart USA  
 Customer Relations  
 1765 Telegraph Road  
 Bloomfield Hills, MI 48302  
 Tel: 1-800-762-7887

Please use the detachable form at the front of this booklet to assist you.

### >DISCLOSURE NOTICE FOR KENTUCKY

#### NOTICE TO KENTUCKY PURCHASERS

Kentucky law allows you the right to orally present your case within the smart USA Customer Arbitration Process. If you wish to do so, mark the box that requests "a single decision maker and an oral hearing" on your arbitration application form.

You should note that oral presentations in the Customer Arbitration Process will be limited to a reasonable period of time. This means that you will have a limited amount of time to present your side of the dispute, and smart USA or the smart center may then take the same amount of time to present their side of the dispute.

Upon receipt of your request including a notice of oral hearing, the smart USA Customer Arbitration Process will notify you of the time and place for your hearing.

You may obtain a brochure describing smart USA's Customer Arbitration Process, including an application, by calling 1-800-762-7887.

This service is strictly voluntary, and you may submit your dispute directly to the Customer Arbitration Process (CAP) at no cost. The CAP is administered by an independent dispute settlement organization and may be contacted in writing at the following address:



Council of Better Business Bureau  
 Auto Line Program  
 4200 Wilson Blvd., Suite 800  
 Arlington, VA 22203  
 Phone: 1-800-955-5100  
 Fax: 1-703-247-9700  
 www.bbb.org

The CAP reviews only vehicle disputes involving smart USA Limited Warranty on a smart USA vehicle. The CAP does not review disputes involving the sale of a new or used vehicle, personal injury/property damage claims, disputes relating to design of the vehicle or part, or disputes which are already the subject of litigation.

The CAP will need the following information from you:

1) Legible copies of all documents and repair orders relevant to your case, 2) Vehicle identification number of your vehicle, 3) A brief description of your unresolved concern, 4) The identity of your servicing/selling smart center, 5) The date(s) of repair(s) and mileage at the time, 6) Current mileage, and 7) A description of the action you expect to resolve your concern.

Upon receipt of your request:

- The Better Business Bureau (BBB) will acknowledge receipt of your request, by mail, within 10 days, and advise you whether or not your dispute is within the jurisdiction of the Process.
- When your request is within jurisdiction, the BBB will request smart USA and the smart center to present their side of the dispute. You will receive copies of their responses.
- While your dispute is pending the BBB or smart USA may contact you to see if your case can be settled by agreement. If a settlement is offered to you, smart USA will ask you to sign a form that contains that settlement. Your case will then be closed. There is no requirement for you to participate in this settlement process.
- If you requested an oral hearing, a decision-maker will contact you to arrange a convenient time and place for a hearing. Usually, this will be at a smart center near you.
- If you request a document-only review, a BBB panel will review and decide your case. Neither you, the smart center, nor smart USA need be present.
- The BBB will send you a written Statement of Decision. This statement will include the decision, any action to be taken by the smart center or smart USA and the time by which the action must be taken.

The decision will be binding on the smart center and smart USA but not on you unless you accept the decision.

- If any action is required on the part of the smart center or smart USA you will be contacted within 10 days after the date by which the smart center or smart USA must act to determine whether performance has been rendered.

- The entire dispute settlement process will normally take no longer than 40 days.
- smart USA's dispute settlement procedure does not take the place of any state or Federal legal remedies available to you. Whether or not you decide to submit your dispute to the Process, you are free to pursue other legal remedies.

## >DISCLOSURE NOTICE FOR MAINE

### MAINE LEMON LAW ARBITRATION IF YOU HAVE SERIOUS PROBLEMS WITH THIS VEHICLE

The Maine Lemon Law (10 M.R.S.A. §§ 1161-1169) provides free Attorney General arbitration for consumer buyers or lessees whose vehicle (including motorcycles and motorized RVs) is seriously defective. Under the Maine Lemon Law, you may have a right to a refund or replacement of the vehicle if the following applies:

1. There is an unrepaired defect or combination of defects which substantially impairs the use, safety, or value of your vehicle; and
2. This unrepaired defect was reported to the smart center or manufacturer:
  - During the manufacturer's express warranty; and
  - Within the three year period following the delivery date of the vehicle to the original purchaser or lessee; and
  - During the first 18,000 miles of operation; and
3. The defect still exists or has recurred after:
  - Three or more repair attempts for the same defect; **or**
  - One or more repair attempts for the serious failure of either the braking or steering systems; **or**
  - Being out of service for repairs for a cumulative total of 15 or more business days (for one or more defects); **and**
  - The manufacturer had been given in writing a seven-day Final Opportunity to Repair.

For this vehicle you should notify the Manufacturer or its authorized smart center of the defects and the right to make a final repair. Mail to:

smart USA  
 Customer Relations  
 1765 Telegraph Road  
 Bloomfield Hills, MI 48302  
 Tel: 1-800-762-7887

The Attorney General's state-run arbitration is different from any manufacturer sponsored program to which you may also be entitled. Under the state Lemon Law program, you will receive a free hearing before a neutral state Arbitrator and a decision within 45 days of the acceptance of your Lemon Law application. If your vehicle is declared a Lemon, the manufacturer must refund your purchase price or replace the vehicle.

**You must apply for state-run arbitration within three years after delivery to the original consumer and within the term of the manufacturer's warranty.**

THIS SHEET PROVIDES ONLY A SUMMARY OF THE MAINE LEMON LAW.

To request arbitration, or to get further information, contact:

The Attorney General's  
Lemon Law Arbitration Program  
Consumer Protection Division  
6 State House Station  
Augusta, ME 04333  
Telephone: (207) 626-8848 or  
**(800) 436-2131 (option 3)**  
e-mail: lemon.law@maine.gov  
http://www.maine.gov/ag

**>DISCLOSURE NOTICE FOR MASSACHUSETTS**

"LEMON LAW" INFORMATION: IF YOU HAVE SERIOUS PROBLEMS WITH THIS VEHICLE

The Massachusetts "Lemon Law," General Laws Chapter 90, Section 7N 1/2 provides protection for consumers who have serious problems with their new vehicle.

UNDER THE LEMON LAW, YOU HAVE A RIGHT TO A REFUND OR REPLACEMENT OF THE VEHICLE IF:

- (a) there is a defect(s) which substantially impairs the use, safety or market value of the vehicle, AND
- (b) The defect(s) still exists or has recurred after either:
  - 1. three or more repair attempts for the same defect, or
  - 2. being out of service by reason of repair for any combination of defects for a cumulative total of 15 or more business days, within one year or 15,000 miles (whichever comes first) after original delivery, AND
- (c) the manufacturer has been notified of the defect(s) and given one final repair attempt of no more than seven business days.

IF THE MANUFACTURER DOES NOT REFUND OR REPLACE THE VEHICLE AFTER THESE STANDARDS HAVE BEEN MET, YOU HAVE A RIGHT TO HAVE YOUR CASE ARBITRATED BY THE STATE.

This state-run arbitration is different from any manufacturer-sponsored program to which you may also be entitled. Under the state program, you will be sent a decision within 45 days of when your request for arbitration is accepted.

Under the law, you must request state-run arbitration within 18 months of original delivery of the vehicle.

THIS SHEET PROVIDES ONLY A SUMMARY OF YOUR RIGHTS.

To request arbitration, or to get further information, contact:

Lemon Law Arbitration Program  
Executive Office of Consumer Affairs  
and Business Regulation  
One Ashburton Place  
Boston, Massachusetts 02108  
Lemon Law information: (617) 727-7780  
Arbitration questions: (617) 727-4061

**>DISCLOSURE NOTICE FOR MINNESOTA**

**MINNESOTA DISCLOSURE INFORMATION**

**IMPORTANT:** IF THIS VEHICLE IS DEFECTIVE, YOU MAY BE ENTITLED UNDER THE STATE'S LEMON LAW TO REPLACEMENT OF IT OR A REFUND OF ITS PURCHASE PRICE OR YOUR LEASE PAYMENTS. HOWEVER, TO BE ENTITLED TO REFUND OR REPLACEMENT, YOU MUST FIRST NOTIFY THE MANUFACTURER, ITS AGENT, OR ITS AUTHORIZED smart center OF THE PROBLEM IN WRITING AND GIVE THEM AN OPPORTUNITY TO REPAIR THE VEHICLE. **YOU ALSO HAVE A RIGHT TO SUBMIT YOUR CASE TO THE CONSUMER ARBITRATION PROGRAM WHICH THE MANUFACTURER MUST OFFER IN MINNESOTA.**

You may obtain a brochure describing smart USA's Customer Arbitration Process, including an application, by calling 1-800-762-7887.

This service is strictly voluntary, and you may submit your dispute directly to the Customer Arbitration Process (CAP) at no cost. The CAP is administered by an independent dispute settlement organization and may be contacted in writing at the following address:

Council of Better Business Bureau  
Auto Line Program  
4200 Wilson Blvd., Suite 800  
Arlington, VA 22203  
Phone: 1-800-955-5100  
Fax: 1-703-247-9700  
www.bbb.org

The CAP reviews only vehicle disputes involving smart USA Limited Warranty on a smart USA vehicle. The CAP does not review disputes involving the sale of a new or used vehicle, personal injury/property damage claims, disputes relating to design of the vehicle or part, or disputes which are already the subject of litigation.

The CAP will need the following information from you:

- 1) Legible copies of all documents and repair orders relevant to your case,
- 2) Vehicle identification number of your vehicle,
- 3) A brief description of your unresolved concern,

- 4) The identity of your servicing/selling smart center,
- 5) The date(s) of repair(s) and mileage at the time,
- 6) Current mileage, and
- 7) A description of the action you expect to resolve your concern.

Upon receipt of your request:

- The Better Business Bureau (BBB) will acknowledge receipt of your request, by mail, within 10 days, and advise you whether or not your dispute is within the jurisdiction of the Process.
- When your request is within jurisdiction, the BBB will request smart USA and the smart center to present their side of the dispute. You will receive copies of their responses.
- While your dispute is pending, the BBB or smart USA may contact you to see if your case can be settled by agreement. If a settlement is offered to you, smart USA will ask you to sign a form that contains that settlement. Your case will then be closed. There is no requirement for you to participate in this settlement process.
- If you requested an oral hearing, a decision-maker will contact you to arrange a convenient time and place for a hearing. Usually, this will be at a smart center near you.
- If you request a document-only review, a BBB panel will review and decide your case. Neither you, the smart center, nor smart USA need be present.
- The BBB will send you a written Statement of Decision. This statement will include the decision, any action to be taken by the smart center or smart USA and the time by which the action must be taken.

The decision will be binding on the smart center and smart USA but not on you unless you accept the decision.

- If any action is required on the part of the smart center or smart USA you will be contacted within 10 days after the date by which the smart center or smart USA must act to determine whether performance has been rendered.
- The entire dispute settlement process will normally take no longer than 40 days.
- smart USA's dispute settlement procedure does not take the place of any state or federal legal remedies available to you. Whether or not you decide to submit your dispute to the Process, you are free to pursue other legal remedies.

## >DISCLOSURE NOTICE FOR NEW HAMPSHIRE

MANUFACTURERS ARE REQUIRED TO SUPPLY THIS NOTICE WITH DELIVERY OF A NEW MOTOR VEHICLE SOLD WITHIN THE STATE OF NEW HAMPSHIRE - RSA 357D

NOTICE TO CONSUMER STATE OF NEW HAMPSHIRE MOTOR VEHICLE ARBITRATION BOARD

The New Hampshire New Motor Vehicle Arbitration Law, RSA 357-D, applies to new motor vehicles sold or leased (for two or more years) and/or registered in the State of New Hampshire. A new motor vehicle is defined as a passenger vehicle, motorcycle or truck with a gross vehicle weight not exceeding 9,000 pounds.

If, during the express warranty period, you discover a defect which substantially impairs the use, market value or safety of this vehicle, and it has not been successfully repaired after three repair attempts by the manufacturer, its agent or an authorized smart center, or it has been out of service by reason of repair of one or more nonconformities, defects or conditions for a cumulative total of 30 business days, you may be entitled to apply for a comparable replacement or refund of purchase price plus incidental damages less a reasonable allowance for use.

In order for a repair attempt to qualify, you must obtain a written repair order. Neither the manufacturer or any agent of the manufacturer (including the smart center service) may refuse to provide you with a written repair order at your request.

The vehicle is deemed to be out of service if it is in for repair for a majority of the day.

You cannot use the New Motor Vehicle Arbitration Law if you elect to use the manufacturer's dispute settlement mechanism.

You may not use the New Motor Vehicle Arbitration Law if you have stopped making payments on any financing agreement because of the vehicle's condition.

The New Hampshire Motor Vehicle Arbitration Program includes other eligibility requirements which you must meet to qualify.

Forms for electing to proceed before the New Hampshire Motor Vehicle Arbitration Board should be included with your new vehicle on delivery.

For information as to your rights under the New Motor Vehicle Arbitration Law or for additional forms, contact the New Hampshire Motor Vehicle Arbitration Board, 10 Hazen Drive, Concord, New Hampshire 03305, telephone (603) 271-6383, or your smart center.

## >DISCLOSURE NOTICE FOR NEW JERSEY

**IMPORTANT: IF THIS VEHICLE IS DEFECTIVE, YOU MAY BE ENTITLED UNDER NEW JERSEY LAW TO A REFUND OF THE PURCHASE PRICE OR YOUR LEASE PAYMENTS. FOR COMPLETE INFORMATION REGARDING YOUR RIGHTS AND REMEDIES UNDER THE RELEVANT LAW, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS.**

## >DISCLOSURE NOTICE FOR NEW YORK

### NEW CAR LEMON LAW BILL OF RIGHTS

- (1) IN ADDITION TO ANY WARRANTIES OFFERED BY THE MANUFACTURER, YOUR NEW CAR, IF PURCHASED AND REGISTERED IN NEW YORK STATE, IS WARRANTED AGAINST ALL MATERIAL DEFECTS FOR EIGHTEEN THOUSAND MILES OR TWO YEARS, WHICHEVER COMES FIRST.
- (2) YOU MUST REPORT ANY PROBLEMS TO THE MANUFACTURER, ITS AGENT, OR AUTHORIZED smart center.
- (3) UPON NOTIFICATION, THE PROBLEM MUST BE CORRECTED FREE OF CHARGE.
- (4) IF THE SAME PROBLEM CANNOT BE REPAIRED AFTER FOUR OR MORE ATTEMPTS; OR IF YOUR CAR IS OUT OF SERVICE TO REPAIR A PROBLEM FOR A TOTAL OF THIRTY DAYS DURING THE WARRANTY PERIOD; OR IF THE MANUFACTURER OR ITS AGENT REFUSES TO REPAIR A SUBSTANTIAL DEFECT OR CONDITION WITHIN TWENTY DAYS OF RECEIPT OF NOTICE SENT BY YOU TO THE MANUFACTURER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED; THEN YOU MAY BE ENTITLED TO EITHER A COMPARABLE CAR OR A REFUND OF YOUR PURCHASE PRICE, PLUS LICENSE AND REGISTRATION FEES, MINUS A MILEAGE ALLOWANCE ONLY IF THE VEHICLE HAS BEEN DRIVEN MORE THAN 12,000 MILES. SPECIAL NOTIFICATION REQUIREMENTS MAY APPLY TO MOTOR HOMES.
- (5) A MANUFACTURER MAY DENY LIABILITY IF THE PROBLEM IS CAUSED BY ABUSE, NEGLIGENCE, OR UNAUTHORIZED MODIFICATION OF THE CAR.
- (6) A MANUFACTURER MAY REFUSE TO EXCHANGE A COMPARABLE CAR OR REFUND YOUR PURCHASE PRICE IF THE PROBLEM DOES NOT SUBSTANTIALLY IMPAIR THE VALUE OF YOUR CAR.
- (7) IF A MANUFACTURER HAS ESTABLISHED AN ARBITRATION PROCEDURE, THE MANUFACTURER MAY REFUSE TO EXCHANGE A COMPARABLE CAR OR REFUND YOUR PURCHASE PRICE UNTIL YOU FIRST RESORT TO THE PROCEDURE.
- (8) IF THE MANUFACTURER DOES NOT HAVE AN ARBITRATION PROCEDURE, YOU MAY RESORT TO ANY REMEDY BY LAW AND MAY BE ENTITLED TO YOUR ATTORNEY'S FEES IF YOU PREVAIL.
- (9) NO CONTRACT OR AGREEMENT CAN VOID ANY OF THESE RIGHTS.
- (10) AS AN ALTERNATIVE TO THE ARBITRATION PROCEDURE MADE AVAILABLE THROUGH THE MANUFACTURER, YOU MAY INSTEAD CHOOSE TO SUBMIT YOUR CLAIM TO AN INDEPENDENT ARBITRATOR, APPROVED BY THE ATTORNEY GENERAL. YOU MAY HAVE TO PAY A FEE FOR SUCH AN ARBITRATION. CONTACT YOUR LOCAL CONSUMER OFFICE OR ATTORNEY GENERAL'S OFFICE TO FIND OUT HOW TO ARRANGE FOR INDEPENDENT ARBITRATION.

## >DISCLOSURE NOTICE FOR OHIO

IMPORTANT: IF THIS VEHICLE IS DEFECTIVE, YOU MAY BE ENTITLED UNDER STATE LAW, TO A REPLACEMENT OR TO COMPENSATION.

## >DISCLOSURE NOTICE FOR PENNSYLVANIA

### PENNSYLVANIA AUTOMOBILE LEMON LAW RIGHTS

If the new motor vehicle you have purchased does not conform to the manufacturer's express warranty, the Pennsylvania Automobile Lemon Law provides that the manufacturer may have to replace it or pay you a refund, at your option.

If you discover a defect that substantially impairs the use, value or safety of this vehicle, contact the manufacturer or its authorized service and repair facility immediately.

Your Lemon Law rights only cover defects which occur within one year after delivery, 12,000 miles of use, or the term of the express warranty, whichever comes first.

The Law states that it is reasonable for the smart center, manufacturer or its agent to make up three separate attempts to correct the same defect.

After three unsuccessful repair attempts, or after a total of 30 days in which the vehicle is out of service for repair, you may be entitled to a comparable replacement vehicle or a refund of the purchase price less an allowance for your actual use.

If a dispute arises concerning a defect, you must first resort to any informal dispute settlement procedure established by the manufacturer to assert your Lemon Law rights.

The manufacturer or smart center must provide you with an itemized statement of all repair work performed when your vehicle is returned from service. Keep those records for future reference.

For more information, contact the office of Attorney General, Bureau of Consumer Protection, Strawberry Square, 14th Floor, Harrisburg, Pennsylvania, 17120.

smart USA  
Customer Relations  
1765 Telegraph Road  
Bloomfield Hills, MI 48302  
Tel: 1-800-762-7887

Please use the detachable Notice to smart USA Customer Relations form at the front of this booklet to assist you.

## >DISCLOSURE NOTICE FOR TEXAS

NOTICE TO BUYER  
TEXAS LEMON LAW  
CHAPTER 2301, SUBCHAPTER M OF THE TEXAS OCCUPATIONS CODE

The Texas "LEMON LAW" provides simple and inexpensive help for consumers who own defective new vehicles. Owners or lessees of new vehicles, including towable recreational vehicles (TRVs), who have repeated warranty repairs on their vehicles may file a complaint with the Motor Vehicle Division if the vehicle is less than 30 months old and is within certain time and mileage limits. To qualify for relief, the vehicle must be presented for repairs, in most cases, at least 2 times during the first 12 months or 12,000 miles after delivery and 2 more times during the next 12 months or 12,000 miles, whichever occurs first. In general, mileage limitations do not apply to TRVs. If the defects cannot be corrected, owners or lessees of "LEMONS" are entitled to have their vehicles repurchased or replaced by the manufacturer.

In general, a "LEMON" is a vehicle that continues to have uncorrected defects after having been subject to repair a reasonable number of times, and the defects seriously affect the use, value, or safety of the vehicle. Complaints under the lemon law must be filed with the Motor Vehicle Division within certain time limits. A filing fee is required, but will be reimbursed if the vehicle is found to be a "LEMON." Because the filing deadline and other requirements of the "Lemon Law" are very specific, call the Motor Vehicle Division for more information or for assistance concerning warranty repair problems at (512) 416-4800 or 1-800-622-8682.

(Texas Occupations Code, §2301.613 requires this notice to be conspicuously posted in the cashier area of the franchised dealer's service department.)

## >DISCLOSURE NOTICE FOR VERMONT

MANUFACTURERS ARE REQUIRED TO SUPPLY THIS NOTICE WITH DELIVERY OF A NEW MOTOR VEHICLE SOLD WITHIN THE STATE OF VERMONT 9 V.S.A. § 4180. NOTICE TO CONSUMER STATE OF VERMONT MOTOR VEHICLE ARBITRATION BOARD

The Vermont Lemon Law applies to new motor vehicles sold or leased (for two or more years) and registered in the State of Vermont. A new motor vehicle is defined as a passenger vehicle or truck with a gross vehicle weight of 10,000 pounds or less.

If, during the express warranty period, you discover a defect which substantially impairs the use, market value or safety of this vehicle, and it has not been successfully repaired after three repair attempts by an authorized smart center, or it has been out of service for repair for a cumulative total of 30 calendar days, you may be entitled to apply for a comparable replacement or refund of purchase price less certain allowances.

In order for a repair attempt to qualify, you must obtain a written repair order.

The vehicle is deemed to be out of service if it is in for repair for a majority of the day.

You cannot use the Lemon Law if you elect to use the manufacturer's dispute settlement mechanism.

You may not use the Lemon Law if you have stopped making payments on any financing agreement because of the vehicle's condition.

The Vermont Motor Vehicle Arbitration Program includes other eligibility requirement which you must meet to qualify.

Forms for the Vermont Motor Vehicle Arbitration Board should be included with your new vehicle on delivery.

For information as to your rights under the Lemon Law or forms, contact the Vermont Motor Vehicle Arbitration Board, 118 State Street, Montpelier, Vermont 05602, telephone (802) 828-2669, or your smart center.

## >DISCLOSURE NOTICE FOR WASHINGTON

Notice of Consumer Rights are provided by the Attorney General's Office, Lemon Law Administration (available at <https://fortress.wa.gov/atg/formhandler/ago/dealerorderform.aspx>). You can order a supply of Notice of Rights by completing and submitting this form, by returning the reorder card included with your last order by calling 1-800-541-8898 (for staff assistance: press 1 at the prompt).

## >DISCLOSURE NOTICE FOR PUERTO RICO

THIS NOTICE MUST BE SUPPLIED WITH DELIVERY OF NEW SMART USA CORPORATION VEHICLES SOLD WITHIN THE COMMONWEALTH OF PUERTO RICO

Although the smart USA Warranty applicable to your vehicle is broader than the minimum statutory warranty established under Puerto Rico law, your new car, if purchased and registered in Puerto Rico, is subject to rights and remedies not expressly provided for nor implied in smart USA Warranty.

For example, in every case in which the repair of a new motor vehicle exceeds five working days, except in cases where the vehicle is engaged in public transportation or commercial exploitation or the repair delay is caused by an Act of God or unforeseen circumstances, smart USA and its smart centers are obligated to provide the consumer with a motor vehicle similar in physical conditions and transmission, to the one left for repair. This obligation is only available within the terms of the basic statutory warranty of two years or 24,000 miles.

You may also be entitled, under certain circumstances involving certain types of defects, to request from the pertinent judicial or administrative authority the resolution of the sales contract or reimbursement of a portion of the sales price, provided adequate opportunity to repair such defect has been provided to the authorized smart center and such defect has not been corrected or repaired. For complete information regarding your rights and remedies under state law contact the Department of Consumer Affairs of the Commonwealth of Puerto Rico, Box 41059, Minillas Station, Santurce, Puerto Rico 00940-1059 Telephone: 722-7555

## >NOTIFICACION DE AVISO PARA PUERTO RICO

ESTA NOTIFICACION SERA SUMINISTRADA AL MOMENTO DE ENTREGAR LOS VEHICULOS SMART USA CORPORATION NUEVOS VENDIDOS EN EL ESTADO LIBRE ASOCIADO DE PUERTO RICO.

A pesar de que la Garantía de Fábrica de smart USA Corporation aplicable a su vehículo es más amplia que la garantía estatutaria mínima establecida bajo la ley de Puerto Rico, su auto nuevo, comprado y registrado en Puerto Rico, está sujeto a derechos y remedios no provistos en la Garantía de Fábrica de smart USA Corporation.

Por ejemplo, en el caso de la reparación de un vehículo de motor nuevo, que exceda 5 días laborables, excepto en los casos donde el vehículo se dedica a la transportación pública o explotación comercial o el atraso en la reparación resulte de un acto fortuito o de circunstancias imprevistas, smart USA y sus distribuidores están obligados a proveer al consumidor con un vehículo de motor de similar condición física y de transmisión, al dejado en reparación. Esta obligación sólo estará disponible dentro de los términos de la garantía estatutaria de 2 años o 24,000 millas.

Usted también podrá tener derecho, bajo ciertas circunstancias y en relación con ciertos tipos de defectos, a solicitar de la autoridad judicial o administrativa pertinente, la resolución del contrato de compraventa o el reembolso de una porción del precio

de venta, siempre y cuando se le haya dado al representante autorizado de servicio oportunidad adecuada para reparar dicho defecto y tal defecto no haya sido corregido o reparado.

Para información completa en relación con sus derechos y remedios bajo las leyes y reglamentos estatales, comuníquese con el Departamento de Asuntos al Consumidor del Estado Libre Asociado de Puerto Rico, Apartado 41059, Minillas Stations, Santurce, Puerto Rico 00940-1059, Teléfono: 722-7555.

### **>SPECIAL ADJUSTMENT PROGRAM NOTICE FOR CONNECTICUT, VIRGINIA & WISCONSIN**

**IMPORTANT:** Sometimes smart USA offers a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the warranty. Check with your smart center to determine whether any adjustment program is applicable to your motor vehicle.





