

**MERCEDES-BENZ OF MUSIC CITY**  
**3/30 GUARANTEE**  
**RIGHT TO RETURN AGREEMENT**

This Agreement is between BIJ Motors TN, LLC d/b/a Mercedes-Benz of Music City (the “Dealership”) and the undersigned buyer (“you”) and is an addendum to the Buyer’s Order with deal number \_\_\_\_\_ (the “Buyer’s Order”) in which you agreed to purchase a pre-owned motor vehicle (the “Vehicle”) from the Dealership. This Agreement also supplements any retail installment sales contract you executed in connection with the purchase of the Vehicle. All returns under this Agreement must be accompanied by all issued keys and other accessories previously delivered to you. **THIS AGREEMENT DOES NOT APPLY TO ANY LEASE TRANSACTION AND, AS SUCH, YOU HAVE NO RIGHT TO RETURN A LEASED VEHICLE.**

**3 Day Return Policy**

For three (3) days after you take delivery of your Vehicle, you may return the Vehicle to the Dealership for a full refund of the purchase price, subject to the provisions below. In order to return the vehicle for a refund, you must return the vehicle:

- (1) by close of business on the third (3<sup>rd</sup>) calendar day following the delivery date;
- (2) in the same condition in which you received it;
- (3) with no more than 150 miles having been driven since your purchase; and
- (4) with no damage or defect other than those existing immediately prior to your purchase, as determined by the Dealership in its reasonable discretion.

Upon return, you and the Dealership will rescind the Buyer’s Order and any retail installment sales contract that you signed. In addition, upon your return of the vehicle, you shall irrevocably be deemed to have waived and released the Dealership from any claims you may otherwise have related to the original purchase transaction and/or the vehicle and, in connection therewith, shall execute any waiver or release document required by the Dealership.

Upon returning your purchased vehicle as permitted above, the Dealership will, as determined in its sole discretion, either: (A) retain ownership of any such trade-in and pay you an amount equal to the trade-in value stated on the Buyer’s Order, less any amount required to pay-off existing loans on the vehicle or otherwise release any applicable liens; OR (B) return your trade-in vehicle to you. In addition, the Dealership will refund any amounts you paid toward the purchase of the returned vehicle. The foregoing payments will be made within seven (7) days of the return or later if necessary to verify receipt of funds paid by you. A check for such payment will be mailed to your address as shown on the Buyer’s Order. The Dealership will not refund any payments you made to third parties or other costs you incurred as a result of the original purchase of the Vehicle.

**30 Day Return Policy**

For thirty (30) days after you take delivery of a purchased Vehicle, you may return the Vehicle to the Dealership for a credit towards the purchase from the Dealership of a different vehicle of equal or greater value; provided no return was previously made pursuant to the 3 day return provisions above. The amount of the credit will be the Vehicle’s purchase price less any sales tax and fees. You must deliver the Vehicle to the Dealership by close of business on the 30<sup>th</sup> calendar day following the delivery date in the same condition in which you received it and the Vehicle must not have been driven for more than 1,000 miles. You may not return the Vehicle if it has been damaged or has been driven for more than 1,000 miles, as determined by the Dealership in its commercially reasonable discretion. The Dealership will treat the return of the Vehicle as a trade-in towards the purchase of a different vehicle from the Dealership. If the Dealership is not open for business on either the 3<sup>rd</sup> or 30<sup>th</sup> calendar day following delivery, you may return the vehicle on the next day the Dealership is open for business. Any trade-in of your prior vehicle shall not be affected by return of your purchased vehicle. The Dealership will retain ownership of any such trade-in.

By signing this document, you and the Dealership agree to the foregoing terms.

BUYER

DEALERSHIP

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(signature)

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(date)

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(signature)

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(date)

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