

TO THE CONSUMER
IMPORTANT NOTE ABOUT TRADE-IN ALLOWANCES:

When you purchased or leased the car or truck which is now the subject of your Lemon Law claim, did you trade in another vehicle toward that purchase or lease? If you did, PLEASE READ the information below. **IT IS VERY IMPORTANT!** If you did not trade in another vehicle to purchase or lease your current vehicle, then, you do not need to read the rest of this Notice.

If you receive a Lemon Law refund either through a pre-hearing settlement with the Manufacturer or at your arbitration hearing, included in the amount of your refund will be the amount of the "Net Trade-in Allowance" on the vehicle you traded in to purchase your current vehicle. This means the **net** trade-in allowance in the purchase or lease agreement, if this is acceptable to **both you and the Manufacturer**. If this amount is not acceptable to you **OR** to the Manufacturer, then, the amount of the net trade-in allowance will be 100% of the **retail** value of the trade-in vehicle as depicted in the NADA Official Used Car Guide (Southeastern Edition) in effect at the time of the trade-in. The Manufacturer must produce the applicable NADA guide.

If you traded in a vehicle on which there was minimal, or no debt remaining, and the net trade-in allowance given by the selling dealer was less than the retail value in the NADA guide, use of the NADA retail value may increase the amount of money awarded to you. Some research on this issue before entering into settlement negotiations with the Manufacturer, or before your arbitration hearing, might assist you in making an informed election with regard to your trade-in allowance. You should inquire of your local public library whether they have the correct edition of the NADA Guide. You may also request the Manufacturer to produce a copy of the page(s) of the guide applicable to your trade-in vehicle by completing the attached Trade-In Allowance form and sending it to the Office of the Attorney General with the Request for Arbitration form. If your claim is eligible for arbitration, the Attorney General's office will send the Trade-in Allowance form to the Manufacturer with a copy of your claim.

If you owed money on your trade-in vehicle, the dealer may have "inflated" or increased the allowance for your trade-in to account for this debt. If so, the Manufacturer may not accept the net trade-in allowance on your purchase or lease agreement. In this event, the Arbitration Board will look to the retail value of the trade-in vehicle, as reflected in the NADA Official Used Car Guide (Southeastern Edition) which was in effect at the time of your trade-in, and that figure will be reduced by the amount of debt you owed on your trade-in vehicle when you traded it in. This amount may be further reduced if your trade-in vehicle had high mileage. If the NADA Guide provides for increasing the retail value for such things as low mileage, and specified accessories, and your trade-in vehicle had these items, the Board may utilize the higher retail value. Use of the NADA Guide in these circumstances could result in your trade-in allowance being a negative amount, which may further reduce the amount of money awarded to you.

CONSUMER'S TRADE-IN ALLOWANCE FORM

(Send the original of this form with the Request for Arbitration to the address on the Request for Arbitration and keep a copy for yourself. DO NOT fill out this form if you did not contribute a trade-in vehicle toward the purchase or lease of the vehicle which is the subject of this claim.)

CONSUMER NAME(S): _____

VEHICLE IDENTIFICATION NUMBER: _____

Please check One:

_____ The net trade-in allowance as reflected in my purchase or lease agreement is **ACCEPTABLE** to me.

_____ The net trade-in allowance as reflected in my purchase or lease agreement is **NOT ACCEPTABLE** to me and I request that the Manufacturer send to me a copy of the applicable page(s) of the NADA Official Used Car Guide (Southeastern Edition) in effect at the time of my trade-in.

PLEASE NOTE: The Consumer's representations on this form are not binding and the Consumer can change their election at or before the arbitration hearing, should the Consumer so desire.