

# VEHICLE PURCHASE ORDER

STOCK NO. \_\_\_\_\_

PURCHASER'S NAME \_\_\_\_\_ DATE \_\_\_\_\_

PLEASE ENTER MY ORDER FOR ONE  NEW  USED  DEMO **AS FOLLOWS**

MAKE	MODEL	COLOR	TYPE	YEAR
VEHICLE IDENTIFICATION NUMBER		MILEAGE	TO BE DELIVERED ON OR ABOUT	
PRICE OF VEHICLE				
<b>TOTAL</b>				
TAX				
DEALER DOCUMENTARY FEE				
<b>(1) TOTAL CASH SALE PRICE</b>				
DOWN PAYMENT	CASH DEPOSIT SUBMITTED WITH ORDER			
	ALLOWANCE FOR USED VEHICLE TRADE-IN			
	LESS BALANCE OWING TO -			
<b>(2) TOTAL DOWN PAYMENT</b>				
DESCRIPTION OF TRADE		VIN		
YEAR	MAKE	MODEL	TYPE	<b>BALANCE DUE (1 less 2)</b>
MILEAGE	PLATE NO.	EXP. DATE		

Purchaser intends to use the vehicle primarily for  personal, family, or household purposes ("personal use")  business, agricultural or other non-personal uses ("commercial use"). Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. This Order is not binding until accepted by Seller and, if a time sale, (1) appropriate financing disclosures are made and (2) a retail installment sale contract and purchase money security agreement ("Contract") is executed. Until a time sale Order becomes binding, Purchaser may cancel it and recover any deposit made. The Contract and this Order shall be subject to cancellation by Seller unless and until approval of the Contract is given by a bank or finance company willing to purchase the Contract from Seller.

**LIMITATIONS/EXCLUSIONS OF PRODUCT WARRANTIES**

(a) For "new" vehicles: (1) If the vehicle is purchased for personal use, Seller makes no implied warranty of merchantability or of fitness for any particular purpose unless Seller also gives Purchaser a written warranty, on its own behalf, with respect to the Vehicle, or, at the time of the sale or within 90 days thereafter, Seller enters into a service contract with Purchaser which applies to the vehicle. In that event, any implied warranties arising from the sale of the vehicle shall be limited to duration of Seller's written warranty or service contract; (2) If the vehicle is purchased for commercial use, Seller makes no implied warranty of merchantability or of fitness for any particular purpose. The vehicle is sold to Purchaser AS IS, except for any express warranties made by Seller, on its own behalf, or by the manufacturer of the Vehicle or of any component parts. (3) In all cases, Seller shall not be liable for any consequential damages arising from any breach of any warranty, express or implied.

**(b) For "used" vehicles:**

**(1) Used Car Implied Warranty of Merchantability:**

**THE SELLER HEREBY WARRANTS THAT THE VEHICLE WILL BE FIT FOR THE ORDINARY PURPOSES FOR WHICH THE VEHICLE IS USED FOR 15 DAYS OR 500 MILES AFTER DELIVERY, WHICHEVER IS EARLIER, EXCEPT WITH REGARD TO PARTICULAR DEFECTS DISCLOSED ON THE FIRST PAGE OF THIS AGREEMENT. YOU (THE PURCHASER) WILL HAVE TO PAY UP TO \$25.00 FOR EACH OF THE FIRST TWO REPAIRS IF THE WARRANTY IS VIOLATED.**

**(2) Waiver of Used Car Implied Warranty of Merchantability:**

**ATTENTION PURCHASER: SIGN HERE ONLY IF THE DEALER TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEM(S) AND THAT YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:**

**ATENCION COMPRADOR: FIRME AQUI SOLAMENTE SI EL VENDEROR TO HADICHO QUE EL VEHÍCULO TIENE EL SIGUIENTE PROBLEMA(S) Y QUE USTED ESTA DE ACIERTO DE COMPRA EL VEHÍCULO BAJO ESTOS TÉRMINOS:**

1. \_\_\_\_\_ Buyer/Comprador \_\_\_\_\_
2. \_\_\_\_\_ Buyer/Comprador \_\_\_\_\_
3. \_\_\_\_\_

*(3) The vehicle is sold "AS IS - - NOT EXPRESSLY WARRANTED OR GUARANTEED" unless Seller gives Purchaser a separate written instrument showing the terms of any warranty or service contract given by Seller on its own behalf. If the vehicle is purchased for personal use, Seller makes no implied warranty of fitness for any particular purpose, and the implied warranty of merchantability is limited to 15 days or 500 miles after delivery, whichever is earlier, as set forth above, unless Seller also gives Purchaser a written warranty, on its own behalf, with respect to the Vehicle, or, at the time of the sale or within 90 days thereafter, Seller enters into a service contract with Purchaser which applies to the Vehicle. In that event, any implied warranties arising from the sale of the vehicle shall be limited to the duration of Seller's written warranty or service contract. If the vehicle is purchased for commercial use, Seller makes no implied warranty of fitness for any particular purpose, and the implied warranty of merchantability is limited to 15 days or 500 miles after delivery, whichever is earlier. In all cases, Seller shall not be liable for any consequential damages arising from any breach of any warranty, express or implied, except for a breach of the implied warranty of merchantability.*

Purchaser, by execution of this Order, represents that Purchaser is of legal age or older and acknowledges that Purchaser has read its terms and conditions and has received a true copy of this Order.

**NOTICE: WHERE THE DEALER ARRANGES FINANCING, THE DEALER MAY RECEIVE A PORTION OF THE "FINANCE CHARGE" FROM THE LENDER.**

\_\_\_\_\_  
SALESPERSON

Approved \_\_\_\_\_

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY SELLER.

By \_\_\_\_\_

Signed: \_\_\_\_\_ PURCHASER  
Signed: \_\_\_\_\_ PURCHASER  
Address: \_\_\_\_\_  
Phone (Res): \_\_\_\_\_ (Bus.) \_\_\_\_\_

## ADDITIONAL TERMS AND CONDITIONS

1. As used in this Order the terms (a) "Seller" shall mean the authorized dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the manufacturer of the vehicle or chassis, it being understood by Purchaser (i) that Seller is in no respect the agent of Manufacturer, (ii) that Seller and Purchaser are the sole parties to this Order and (iii) that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.

2. Manufacturer has reserved the right to change the price and/or design of any new motor vehicle, chassis, or accessory thereto at any time without notice. If Seller is unable to procure the vehicle order at its price existing at date of this order by reason of such change in price or design or for any other reason, such as factory unavailability, Seller or Purchaser shall have the option to cancel this order. In such event, the Purchaser shall not be entitled to recover from Seller any damages of any nature, including consequential or incidental damages, losses of use, time, profits, income or of any other nature.

3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle order hereunder is not to be delivered to Seller until delivery to Purchaser of such motor vehicle, Seller may reappraise the used motor vehicle at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefore shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order if such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Seller.

4. Purchaser agrees to deliver to Seller the original certificate of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder, or other evidence of title satisfactory to Seller, at the time of delivery of such used motor vehicle to Seller. Purchaser warrants any such used motor vehicle to be Purchaser's property free and clear of all liens and encumbrances except as otherwise noted herein.

5. Purchaser represents to Seller that the title certificate to the trade-in vehicle is not a "salvage title certificate" issued by any authority and that the trade-in vehicle has not been reconstructed or repaired by reason of collision or other damage. If the title certificate reflects any of the above conditions, the vehicle shall then be reappraised, and Purchaser agrees to pay the difference in value, if any, to Seller on demand, or Seller may cancel the entire transaction without liability of any nature to Purchaser. Purchaser agrees that the amount due on delivery may be adjusted, and that Purchaser shall pay to Seller on demand any additional monies due, if the balance owing to payoff a lien or encumbrance is different than the amount shown on the front of this agreement.

6. The price of the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include any Federal, State or local sales or use taxes unless expressly so stated. Purchaser assumes and agrees to pay any such sales or use taxes imposed on or applicable to the transaction covered by this Order regardless of which party may have the primary tax liability therefore.

**7. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

**LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.**

8. EXCEPT FOR LOSSES RESULTING FROM A BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY, IF APPLICABLE, PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

9. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order, shall execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.

10. If this Order is cancelled for any reason, Purchaser shall immediately return the vehicle to Seller in the same condition as when delivered to Purchaser, reasonable wear and tear excepted.