

PROPRIETARY FORM
REPRODUCTION PROHIBITED

ADDITIONAL TERMS AND CONDITIONS

Buyer understands that the term "Unit" used in this Agreement describes the recreational vehicle or any item or combination of items as described on the front of this Agreement. Buyer further agrees (continued from other side of Agreement).

- 1. IF NOT A CASH TRANSACTION.** If Buyer does not complete this purchase as a cash transaction, Buyer knows before or at the time of delivery of the Unit purchased, Buyer will enter into a retail installment contract and sign a security agreement or another agreement as may be required to finance Buyer's purchase.
- 2. TITLE.** Title to the Unit purchased will remain in Dealer until the agreed upon purchase price is paid in full in cash, or Buyer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title passes to Buyer even though the actual delivery of the Unit purchased may be made at a later date.
- 3. TRADE-IN.** If Buyer is trading in a used car, trailer, or other vehicle, Buyer will give Dealer the original bill of sale or the title to the trade-in. Buyer promises that any trade-in which Buyer gives is owned by Buyer and is free of any lien or other claim except as noted on the other side of this Agreement. Buyer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Buyer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included.
- 4. REGISTRATION OR LICENSE OF TRADE-IN.** If Buyer has a trade-in and it is registered or licensed in a state outside of the one where this order is written, Buyer will immediately have the trade-in registered or licensed in the state Dealer indicates and Buyer will pay any and all expenses and registration or licensing fees required. If Dealer handles the registration or licensing of the trade-in, Buyer will reimburse Dealer for the expense on demand or Dealer may add that amount to this Agreement as if it had been originally included.
- 5. REAPPRAISAL OF TRADE-IN.** If Buyer is making a trade-in and it is not delivered to Dealer at the time of the original appraisal and if later, on delivery, it appears to Dealer that there have been material changes made in the furnishings or accessories, or in its general physical condition, Dealer may make a reappraisal. This later appraisal value will then determine the allowance to be made for the trade-in.
- 6. FAILURE TO COMPLETE A PURCHASE.** If Buyer fails to complete this purchase within the time frame specified by the agreed upon terms of this Agreement or as specified in the Uniform Commercial Code of the State of Florida or within an agreed upon extension of time, for any reason (other than cancellation because of an increase in price), Dealer may keep, as liquidated damages, the greater of the amount entered in the Liquidated Damages box on page one of this Agreement, or 10% of the cash price. Buyer agrees that said amount is reasonable in light of the anticipated or actual harm caused by the breach, the difficulties of proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy. In addition to such liquidated damage amount, in the event legal action is brought by the Dealer for the enforcement of the terms of this Agreement or that the Purchase Agreement shall be referred to attorney who takes action in any manner to enforce set agreement, Buyer agrees to pay reasonable attorneys' fees and court costs incurred by the Dealer.
- 7. CHANGES BY MANUFACTURER.** Buyer understands that the manufacturer may make any changes in the model, or designs, or any accessories and parts from time to time, and at any time, if the manufacturer does make changes, neither the Dealer nor the manufacturer are obligated to make the same changes in the Unit Buyer is purchasing and covered by this order, either before or after it is delivered to Buyer.
- 8. DELAYS.** Buyer will not hold Dealer liable for delays caused by the manufacturer, accidents, strikes, fires or any other cause beyond Dealer's control.
- 9. INSPECTION.** Buyer has examined the product and finds it suitable for Buyer's particular needs. Buyer has relied upon Buyer's own judgment and inspection in determining that it is of acceptable quality. On the Unit order, Buyer has relied on Buyer's inspection of the display model(s), the brochures and bulletins and/or the floor plan provided to Dealer by the Manufacturer, in making Buyer's decision to purchase the Unit described on the reverse side of this Agreement.
- 10. WARRANTIES AND EXCLUSIONS.** BUYER UNDERSTANDS THAT THERE MAY BE WRITTEN WARRANTIES COVERING THE UNIT PURCHASED, OR ANY COMPONENT(S), OR ANY APPLIANCE(S) WHICH HAVE BEEN PROVIDED BY THE MANUFACTURERS. DEALER HAS GIVEN BUYER AND BUYER HAS READ AND UNDERSTOOD A STATEMENT OF THE TYPE OF WARRANTY COVERING THE UNIT PURCHASED AND/OR COMPONENT(S) AND/OR APPLIANCE(S) BEFORE BUYER SIGNED THIS SALES AGREEMENT THERE IS NO EXPRESS WARRANTY ON USED UNITS. EXCEPT WHERE PROHIBITED BY LAW: (i) DELIVERY BY DEALER TO BUYER OF THE WARRANTY BY THE MANUFACTURER OF THE UNIT PURCHASED, OR ANY COMPONENT(S), OR ANY APPLIANCE(S) DOES NOT MEAN DEALER ADOPTS THE WARRANTY(S) OF SUCH MANUFACTURER(S), (ii) BUYER ACKNOWLEDGES THAT THESE EXPRESS WARRANTIES MADE BY THE MANUFACTURER(S) HAVE NOT BEEN MADE BY DEALER EVEN IF THEY SAY DEALER MADE THEM OR SAY DEALER MADE SOME OTHER EXPRESS WARRANTY, AND (iii) DEALER IS NOT AN AGENT OF THE MANUFACTURER(S) FOR WARRANTY PURPOSES EVEN IF DEALER COMPLETES, OR ATTEMPTS TO COMPLETE REPAIRS FOR THE MANUFACTURER(S). EXCEPT IN WV, MS, WI OR WHERE OTHERWISE PROHIBITED BY LAW: (i) BUYER UNDERSTANDS THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED BY DEALER FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE UNIT OR ANY COMPONENT OR ANY APPLIANCE CONTAINED THEREIN, (ii) BUYER UNDERSTANDS THAT DEALER MAKES NO WARRANTIES WHATSOEVER REGARDING THIS UNIT OR ANY COMPONENT OR ANY APPLIANCE CONTAINED THEREIN, AND (iii) BUYER UNDERSTANDS THAT DEALER DISCLAIMS AND EXCLUDES FROM THIS TRANSACTION ALL WARRANTY OBLIGATIONS WHICH EXCEED OR EXIST OVER AND ABOVE THE LEGAL WARRANTIES REQUIRED BY APPLICABLE STATE LAW.
- 11. LIMITATION OF DAMAGES.** EXCEPT IN WV AND ANY OTHER STATE WHICH DOES NOT ALLOW THE LIMITATION OF INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES, THE FOLLOWING LIMITATION OF DAMAGES SHALL APPLY. IF ANY WARRANTY FAILS BECAUSE OF ATTEMPTS AT REPAIR ARE NOT COMPLETED WITHIN A REASONABLE TIME, OR ANY REASON ATTRIBUTED TO THE MANUFACTURER, INCLUDING MANUFACTURERS WHO HAVE GONE OUT OF BUSINESS, BUYER AGREES THAT IF BUYER IS ENTITLED TO ANY DAMAGES AGAINST DEALER, BUYER'S DAMAGES ARE LIMITED TO THE LESSER OF EITHER THE COST OF NEEDED REPAIRS OR REDUCTION IN THE MARKET VALUE OF THE UNIT CAUSED BY THE LACK OF REPAIRS. BUYER ALSO AGREES THAT ONCE BUYER HAS ACCEPTED THE UNIT, EVEN THOUGH THE MANUFACTURER(S)' WARRANTY DOES NOT ACCOMPLISH ITS PURPOSE, THAT BUYER CANNOT RETURN THE UNIT TO DEALER AND SEEK A REFUND FOR ANY REASON.
- 12. INSURANCE.** Buyer understands that Buyer is not covered by insurance on the unit purchased until accepted by an insurance company, and Buyer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to acceptance of insurance coverage by an insurance company.
- 13. CONTROLLING LAW AND PLACE OF SUIT.** The law of the State of Florida is the law which is to be used in interpreting the terms of the Agreement. Dealer and Buyer agree that if any dispute between us is submitted to a court for resolution, such legal proceeding shall take place in the county in which Dealer's principle office is located. If under state law a special dispute resolution procedure or complaint process is available, Buyer agrees to the extent permitted by law that procedure shall be the only method of resolution and source of remedies available to Buyer.
- 14. ONE-YEAR PERIOD OF LIMITATION.** Buyer understands and agrees that - if either of us should breach this Agreement - the other of us shall have only one year, after the occurrence of that breach, in which to commence an action for a breach of contract.
- 15. IF PART INVALID REST OF AGREEMENT SAVED.** Every provision of this Agreement is intended to be severable, and, if any term or provision is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.