

PROPRIETARY FORM ADDITIONAL TERMS AND CONDITIONS

Purchaser 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. Purchaser further agrees (continued from other side of Agreement)

1. **IF NOT A CASH TRANSACTION.** If Purchaser does not complete this purchase as a cash transaction, Purchaser 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 Purchaser's purchase.
2. **TITLE.** Title to the Unit purchased will remain in Retailer until the agreed upon purchase price is paid in full in cash, or Purchaser has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title passes to Purchaser even though the actual delivery of the Unit purchased may be made at a later date.
3. **TRADE-IN.** If Purchaser is trading in a used car, trailer, or other vehicle, Purchaser will give Retailer the original bill of sale or the title to the trade-in. Purchaser promises that any trade-in which Purchaser gives is owned by Purchaser and is free of any lien or other claim except as noted on the other side of this Agreement. Purchaser 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, Retailer may, at Retailer's option, either pay it and Purchaser will reimburse Retailer on demand, or Retailer may add that amount to this Agreement as if it had been originally included.
4. **REGISTRATION OR LICENSE OF TRADE-IN.** If Purchaser has a trade-in and it is registered or licensed in a state outside of the one where this Agreement is written, Buyer will immediately have the trade-in registered or licensed in the state Retailer indicates and Purchaser will pay any and all expenses and registration or licensing fees required. If Retailer handles the registration or licensing of the trade-in, Purchaser will reimburse Retailer for the expense on demand or Retailer may add that amount to this Agreement as if it had been originally included.
5. **REAPPRAISAL OF TRADE-IN.** If Purchaser is making a trade-in and it is not delivered to Retailer at the time of the original appraisal and if later, on delivery, it appears to Retailer that there have been material changes made in the furnishings or accessories, or in its general physical condition, Retailer may make a reappraisal. Purchaser agrees this later appraisal value will then determine the allowance to be made for the trade-in.
6. **FAILURE TO COMPLETE PURCHASE.** If Purchaser fails or refuses to complete this purchase within the time frame specified in this Agreement or as specified in the Uniform Commercial Code of the state in which Purchaser signs this Agreement, or within an agreed upon extension of time, for any reason (other than cancellation because of any increase in price), Retailer may keep that portion of Purchaser's cash deposit which will adequately compensate Retailer for Retailer's actual, consequential and incidental damages, and all other damages, expenses, or losses which Retailer incurs because Purchaser failed to complete Purchaser's purchase. If Purchaser has not given Retailer a cash deposit or it is inadequate and Purchaser has given Retailer a trade-in, Retailer may sell the trade-in at public or private sale, and deducted from the money received an amount that will adequately compensate Retailer for any all of the above mentioned damages, expenses, and losses incurred because Retailer failed to complete this purchase. Retention of any portion of the cash deposit or the application of sale proceeds shall be in addition to, and not to the exclusion of, any other remedies Retailer may have at law, and this Agreement shall not be interpreted as containing a liquidated damages provision. Purchaser understands that Purchaser shall have all the rights of a seller upon breach of contract under the Uniform Commercial Code, except the right to seek and collect "liquidated damages" under Section 2-718.
7. **CHANGES BY MANUFACTURER.** Purchaser 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 Retailer nor the manufacturer are obligated to make the same changes in the unit Purchaser is purchasing and covered by this Agreement, either before or after it is delivered to Buyer.
8. **DELAYS.** Purchaser will not hold Retailer liable for delays caused by the manufacturer, accidents, strikes, fires, or any other cause beyond Retailer's control.
9. **INSPECTION.** Purchaser has examined the product and finds it suitable for Purchaser's particular needs. Purchaser has relied upon Purchaser's own judgement and inspection in determining that it is of acceptable quality. On the Unit ordered, Purchaser has relied on Purchaser's inspection of the display model(s), the brochures and bulletins and/or the floor plan provided to Retailer by the Manufacturer, in making Purchaser's decision to purchase the Unit described on the reverse side of this Agreement.
10. **WARRANTIES AND EXCLUSIONS.** PURCHASER 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. RETAILER HAS GIVEN PURCHASER AND PURCHASER HAS READ AND UNDERSTOOD A STATEMENT OF THE TYPE OF WARRANTY COVERING THE UNIT PURCHASED AND/OR COMPONENT(S) AND/OR APPLIANCE(S) BEFORE PURCHASER 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 RETAILER EVEN IF THEY SAY RETAILER MADE THEM OR SAY RETAILER MADE SOME OTHER EXPRESS WARRANTY, AND (iii) RETAILER IS NOT AN AGENT OF THE MANUFACTURER(S) FOR WARRANTY PURPOSES EVEN IF RETAILER COMPLETES, OR ATTEMPTS TO COMPLETE REPAIRS FOR THE MANUFACTURER(S) EXCEPT IN WV, MS, WI OR WHERE OTHERWISE PROHIBITED BY LAW: (i) PURCHASER UNDERSTANDS THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, ARE EXCLUDED BY RETAILER FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE UNIT OR ANY COMPONENT OR ANY APPLIANCE CONTAINED THEREIN, (ii) PURCHASER UNDERSTANDS THAT RETAILER MAKES NO WARRANTIES WHATSOEVER REGARDING THIS UNIT OR ANY COMPONENT OR ANY APPLIANCE CONTAINED THEREIN, AND (iii) PURCHASER UNDERSTANDS THAT RETAILER 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, PURCHASER AGREES THAT IF PURCHASER IS ENTITLED TO ANY DAMAGES AGAINST RETAILER, PURCHASERS' 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. PURCHASER ALSO AGREES THAT ONCE PURCHASER HAS ACCEPTED THE UNIT, EVEN THOUGH THE MANUFACTURER(S)' WARRANTY DOES NOT ACCOMPLISH ITS PURPOSE, THAT PURCHASER CANNOT RETURN THE UNIT TO RETAILER AND SEEK A REFUND FOR ANY REASON.
12. **INSURANCE.** Purchaser understands that Purchaser is not covered by insurance on the Unit purchased until accepted by an insurance company, and Purchaser agrees to hold Retailer 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 Ohio is the law which is to be used in interpreting the terms of the agreement. Retailer and Purchaser 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 Retailer's principle office is located. If under state law a special dispute resolution procedure or complaint process is available, Purchaser agrees to the extent permitted by law that procedure shall be the only method of resolution and source of remedies available to Purchaser.
14. **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.