

ADDITIONAL TERMS AND CONDITIONS

In this contract the words I, me, and my refer to the Purchaser and Co-Purchaser signing this contract. The words you and your refer to the Retailer.

I understand 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.

I, further agree (continued from other side of Contract):

1. **IF NOT A CASH TRANSACTION.** If I do not complete this purchase as a cash transaction, I know before or at the time of delivery of the unit purchased, I will enter into a retail installment contract and sign a security agreement or other agreement as may be required to finance my purchase.
2. **TITLE.** Title to the unit purchased will remain in you until the agreed upon purchase price is paid in full in cash, or I have signed a retail installment contract and it has been accepted by a bank or finance company, at which time title passes to me even though the actual delivery of the unit purchased may be made at a later date.
3. **TRADE-IN.** If I am trading in a used car, manufactured home, trailer, or other vehicle, I will give you the original bill of sale or the title to the trade-in. I promise that any trade-in which I give is owned by me and is free of any lien or other claim except as noted on the other side of this contract. I promise 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, you may, at your option, either pay it and I will reimburse you on demand, or you may add that amount to this contract as if it had been originally included.
4. **REGISTRATION OR LICENSE OF TRADE-IN.** If I have a trade-in and it is registered or licensed in a state outside of the one where this order is written, I will immediately have the trade-in registered or licensed in the state you indicate and I will pay any and all expenses and registration or licensing fees required. If you handle the registration or licensing of the trade-in, I will reimburse you for the expense on demand or you may add that amount to this contract as if it had been originally included.
5. **REAPPRAISAL OF TRADE-IN.** If I am making a trade-in and it is not delivered to you at the time of the original appraisal and if later, on delivery, it appears to you that there have been material changes made in the furnishings or accessories, or in its general physical condition, you may make a reappraisal. This later appraisal value will then determine the allowance to be made for the trade-in.
6. **FAILURE TO COMPLETE PURCHASE.** If I fail or refuse to complete this purchase within the time frame specified in this contract or as specified in the Uniform Commercial Code of the state in which I sign this contract, or within an agreed upon extension of time, for any reason (other than cancellation because of any increase in price), you may keep that portion of my cash deposit which will adequately compensate you for your actual, consequential and incidental damages, and all other damages, expenses, or losses which you incur because I failed to complete my purchase. If I have not given you a cash deposit or it is inadequate and I have given you a trade-in, you may sell the trade-in at public or private sale, and deducted from the money received an amount that will adequately compensate you for any all of the above mentioned damages, expenses, and losses incurred because I 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 you may have at law, and this contract shall not be interpreted as containing a liquidated damages provision. I understand that you 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.** I understand 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 you nor the manufacturer are obligated to make the same changes in the unit I am purchasing and covered by this order, either before or after it is delivered to me.
8. **DELAYS.** I will not hold you liable for delays caused by the manufacturer, accidents, strikes, fires, or any other cause beyond your control.
9. **INSPECTION.** I have examined the product and find it suitable for my particular needs. I have relied upon my own judgement and inspection in determining that it is of acceptable quality. On the special unit ordered, I have relied on my inspection of the display model(s), the brochures and bulletins and/or the floor plan provided to you by the Manufacturer, in making my decision to purchase the unit described on the reverse side of this agreement.
10. **WARRANTIES AND EXCLUSIONS.** I UNDERSTAND 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. YOU HAVE GIVEN ME AND I HAVE READ AND UNDERSTOOD A STATEMENT OF THE TYPE OF WARRANTY COVERING THE UNIT PURCHASED AND/OR COMPONENT(S) AND/OR APPLIANCE(S) BEFORE I SIGNED THIS SALES CONTRACT. THERE IS NO EXPRESS WARRANTY ON USED UNITS. EXCEPT WHERE PROHIBITED BY LAW: (i) DELIVERY BY YOU TO ME OF THE WARRANTY BY THE MANUFACTURER OF THE UNIT PURCHASED, OR ANY COMPONENT(S), OR ANY APPLIANCE(S) DOES NOT MEAN YOU ADOPT THE WARRANTY(S) OF SUCH MANUFACTURER(S), (ii) I ACKNOWLEDGE THAT THESE EXPRESS WARRANTIES MADE BY THE MANUFACTURER(S) HAVE NOT BEEN MADE BY YOU EVEN IF THEY SAY YOU MADE THEM OR SAY YOU MADE SOME OTHER EXPRESS WARRANTY, AND (iii) YOU ARE NOT AN AGENT OF THE MANUFACTURER(S) FOR WARRANTY PURPOSES EVEN IF YOU COMPLETE, OR ATTEMPT TO COMPLETE REPAIRS FOR THE MANUFACTURER(S). EXCEPT IN WV, MS, WI OR WHERE OTHERWISE PROHIBITED BY LAW: (i) I UNDERSTAND THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED BY YOU FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE UNIT OR ANY COMPONENT OR ANY APPLIANCE CONTAINED THEREIN, (ii) I UNDERSTAND THAT YOU MAKE NO WARRANTIES WHATSOEVER REGARDING THIS UNIT OR ANY COMPONENT OR ANY APPLIANCE CONTAINED THEREIN, AND (iii) I UNDERSTAND THAT YOU DISCLAIM AND EXCLUDE 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, I AGREE THAT IF I AM ENTITLED TO ANY DAMAGES AGAINST YOU, MY 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. I ALSO AGREE THAT ONCE I HAVE ACCEPTED THE UNIT, EVEN THOUGH THE MANUFACTURER(S)' WARRANTY DOES NOT ACCOMPLISH ITS PURPOSE, THAT I CANNOT RETURN THE UNIT TO YOU AND SEEK A REFUND FOR ANY REASON.
12. **INSURANCE.** I understand that I am not covered by insurance on the unit purchased until accepted by an insurance company, and I agree to hold you 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, in which I sign this contract, is the law which is to be used in interpreting the terms of the contract. You and I 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 your principle offices are located. If under state law a special dispute resolution procedure or complaint process is available, I agree to the extent permitted by law that procedure shall be the only method of resolution and source of remedies available to me.
14. **IF PART INVALID REST OF CONTRACT SAVED.** You and I agree that each portion of this contract is independent and if any paragraph or provision violates the law and is unenforceable, the rest of the contract will be valid.

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