

# RETAIL ORDER FOR A MOTOR VEHICLE

March 27, 2014

Date

**Kansas City Freightliner**

Dealer's Name

**7800 NE 38th Street**

Street Address

**Kansas City**

**MO 64161**

City

State/ZIP

**Ryan Huff**



**City of Lawrence**

Customer's Name

**6 East Sixth Street**

Street Address

**Lawrence**

**KS/66044**

City

State/ZIP

Fax

Phone

PLEASE ENTER MY ORDER FOR THE FOLLOWING

NEW  USED  OTHER

YEAR 2015 MAKE Freightliner MODEL 108SD BODY TYPE Conv. COLOR White TRIM Gray

VIN TBD STOCK TBD TO BE DELIVERED ON OR ABOUT ASAP

COST OF VEHICLE	\$84,718.06	EACH	USED VEHICLE TRADE-IN AND/OR OTHER CREDITS
FET EXEMPT	\$0.00		MAKE OF TRADE-IN
	\$84,718.06		YEAR
X	1		MODEL
			BODY
			VIN
<b>Total</b>	<b>\$84,718.06</b>		BALANCE OWED TO
			0
			ADDRESS
VIN Specific Parts Manual	\$200.00		USED TRADE-IN ALLOWANCE
			\$ -
			BALANCE OWED ON TRADE-IN
			\$ -
American Equipment Quote 032514/12RK	\$53,113.00		NET ALLOWANCE ON USED TRADE-IN
			\$ -
			DEPOSIT OR CREDIT BALANCE
			DOWN PAYMENT (Transfer to Left Column)
			\$ -
CASH SALE PRICE OF DESCRIBED MOTOR VEHICLE(S)	\$0.00		
STATE AND LOCAL TAXES			
LICENSE, LICENSE TRANSFER, TITLE, REGISTRATION FEE			
<b>1. TOTAL PRICE OF UNIT(S)</b>	<b>\$138,031.06</b>		
<b>2. DOWN PAYMENT:</b>			
consisting of \$ - in cash			
and/or net trade-in			
allowance on trade-in; see statement in right hand column for details.			
<b>3. UNPAID CASH BALANCE DUE ON DELIVERY</b>			
(difference between Items 1 and 2)	<b>\$138,031.06</b>		
			<b>No Dealer Warranty, Expressed or Implied</b>
			<b>Sold in "AS IS" Condition, True Mileage Unknown</b>
			<b>Payment Due Upon Delivery</b>
			<b>Subject to management and financial approval</b>
			<b>Trade Terms</b>

**Attention Used Car Buyers:** If you are buying a used vehicle with this contract, federal regulations may require a special buyers guide to be displayed on the window of the vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT THE DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTE

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been ex

PURCHASER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_  
DEALER OR HIS AUTHORIZED REPRESENTATIVE

## ADDITIONAL TERMS AND CONDITIONS

1. As used in this Order the terms (a) "Dealer" 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 Corporation that manufactured the vehicle or chassis, it being understood by the Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships, existing between Dealer and Manufacturer with respect to new motor vehicles.
2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order.
3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised 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, provided, however, that 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 Dealer.
4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.
5. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.
6. Dealer shall not be liable for failure or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.
7. The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State, or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefore.
8. **FACTORY WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**  
**USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
9. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
10. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.

\_\_\_\_\_  
Purchaser's Initials