

ADDITIONAL TERMS AND CONDITIONS OF SALE

It is further understood and agreed between Dealer and Buyer (and co-buyer, if applicable) (referred to as "You") that the agreement on the reverse side hereof is subject to the following terms and conditions:

- New Vehicle Sales** - If the manufacturer/distributor changes the suggested retail price of equipment or ordered vehicle, Dealer may change the price accordingly. If the price is increased by Dealer, You may, if dissatisfied therewith, cancel this contract in which event if a used motor vehicle has been traded in as part of the consideration for such new motor vehicle, such used motor vehicle shall be returned to You upon payment of a reasonable charge for storage, repairs and reconditioning (if any), or, if such used motor vehicle has been previously sold by Dealer, the amount received therefor, less a selling commission of 15% and any expense incurred in storing, insuring, conditioning or advertising said vehicle for sale, shall be returned to You. If the manufacturer/distributor substantially modifies the ordered vehicle design/equipment or does not manufacture or distribute an ordered vehicle, this agreement is voidable by either party upon ten (10) days notice. Dealer shall only be obligated to return the deposit without interest, trade-in vehicle or the cash price of the trade-in vehicle as set forth above at Dealer's discretion.
- Trade-In Vehicles** - If the used motor vehicle which has been traded in as part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery of such motor vehicle, the used motor vehicle may be reappraised at that time by Dealer and such reappraised value shall determine the allowance made for such used motor vehicle. Trade-in vehicle shall be delivered in same condition as appraised with same equipment. You guarantee to deliver title free and clear of liens or encumbrances within five (5) days of signing this agreement. If pay-off on Your trade-in is more than estimated herein, You shall immediately pay said difference and, if lower, Dealer will return said amount. If a trade-in, title or equipment is not delivered as agreed, Dealer may cancel this sales contract and upon demand receive from You payment of a pay-off on trade-in and/or seek remedies as set forth in Paragraph 3 herein. At Dealer's discretion, You assume risk of loss to trade-in vehicle until the title is reassigned.
- Default - New & Used Vehicle** - In the event of default, which includes, but is not limited to (1) Your check is returned without payment; (2) promissory note not timely paid; (3) trade-in vehicle not delivered to dealer; (4) trade-in title not delivered unencumbered; (5) failure to cooperate and sign documents; and/or (6) Your failure or refusal to accept delivery of the motor vehicle ordered hereunder, Dealer shall be entitled, at its discretion, to the choice of remedies in this Agreement, which may be used separately or together, including (1) cancel sales contract; (2) repossess vehicle without notice; (3) rescind the sales transaction; (4) seek collection for amounts due; and/or (5) retain as liquidated damages any cash down payment made by You, and in the event a used motor vehicle has been traded in as part of the consideration for the motor vehicle ordered hereunder, to sell such used motor vehicle and reimburse itself out of the proceeds of such sale for any actual damages suffered by Dealer as a result of such default. Dealer shall be entitled to recover from You, for an event of default, costs for repossession/collection, reasonable interest plus reasonable attorney's fees. Any waiver of all or part of a remedy is not a continuing waiver.
- Dealer's Right To Terminate Agreement - New & Used Vehicles** - Dealer may cancel this sales contract if: (1) on event of default as defined above; (2) any statement or representation by You is not accurate or truthful; or (3) Dealer cannot deliver vehicle for any reason set forth in Paragraph 1. Dealer's only obligation or liability shall be as stated in Paragraph 1.
- Condition Beyond Dealer's Control** - Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this contract where such failure or delay is due, in whole or part, to any cause beyond the control or without the fault or negligence of Dealer.
- Taxes** - Unless otherwise expressly provided, the Total Delivered Price for the ordered vehicle specified on the reverse side hereof does not include any taxes imposed by any governmental authority with respect to such vehicle prior to or at the time of delivery of such vehicle to You. You assume and agree to pay any and all such taxes, and any and all other taxes except Dealer's income taxes, imposed on or incidental to the transaction covered by this contract, regardless of who may have the primary tax liability.
- Documents** - You agree to cooperate and execute all documents required by Dealer to complete the sale/lease of a vehicle. The default provisions of Paragraph 3 apply for failure. In the event the Vehicle Sales Contract must be retyped or changed, You agree to execute a new Vehicle Sales Contract so long as there is not a material change in the terms agreed to.
- Cash Transaction** - In the case of a cash transaction, title to the ordered vehicle shall not pass to You until the Dealer shall have received, in cash, the full amount of the Unpaid Balance. However, the Dealer may, at its discretion, pass the title to the ordered vehicle prior to receipt of the full amount of the Unpaid Balance. The passing of title prior to receipt of the full cash amount of Unpaid Balance shall not relieve Your obligation to pay, in full, the Unpaid Balance as shown on the reverse side hereof. In the event that the transaction covered by the order is not a cash transaction, You agree to execute, before or at the time of delivery of the ordered vehicle, such conditional sales contracts and other instruments as may be required by Dealer.
- Security Agreement** - You hereby grant Dealer, its successors and assigns, a security interest in the motor vehicle, equipment and accessories to be purchased pursuant to this agreement and such security interest shall remain in effect until all sums due hereunder have been paid in full.
- Manufacturer's Warranties** - You agree that You have been given the opportunity to read the owner's manual, including the manufacturer's warranty and rustproofing information. The Dealer is not a party to the manufacturer's warranty. In the case of a new motor vehicle or chassis, the printed new manufacturer's new vehicle warranty delivered to You with such vehicle or chassis shall apply. In the case of a used motor vehicle or chassis, the applicability of an existing manufacturer's warranty shall be determined by the terms of such warranty.
- Notice Pursuant to the Automotive Warranty Enforcement Act** - Under certain circumstances, the Maryland Automotive Warranty Enforcement Act grants to consumers the right to have a manufacturer or factory branch replace a motor vehicle or refund the purchase price during the warranty period, which under the Automotive Warranty Enforcement Act, is the earlier of 18,000 miles of operation or 24 months following delivery to the consumer. The Automotive Warranty Enforcement Act requires that if a new motor vehicle does not conform to all applicable warranties during the warranty period, the consumer shall, during such period, report the non-conformity, defect or condition by giving written notice to the manufacturer or factory branch by Certified Mail, Return Receipt Requested.
- Estimates** - Any amount marked as an "estimate" on this agreement is based on the best information available to the Dealer and is subject to change when the true amount is determined.
- Used Vehicle Disclosure** - CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.
- If the vehicle manufacturer prohibits the exportation of this vehicle outside of the United States, the Dealership cannot sell the vehicle to any person or entity who plans to export the vehicle for resale, or who plans to sell the vehicle to any person or entity for resale outside of the United States. If the vehicle is exported and/or resold for exportation outside of the United States any time within two years of the contract date on the front of this document, the Purchaser agrees to pay the Dealership Ten Thousand Dollars (\$10,000.00) in Liquidated Damages. This is not a penalty, but reasonable damages that will be incurred by the Dealership in protecting its contract with the Manufacturer. Upon payment of the Ten Thousand Dollars (\$10,000.00) the Dealership will release the Purchaser from any further liability.
- This sales contract shall be governed by the laws of the State of Maryland. Buyer(s) agrees that the negotiation and acceptance of this sales contract has taken place in the State of Maryland and by entering into this sales contract, Buyer(s) hereby consents to the jurisdiction of any federal or state court located in the State of Maryland for all actions arising out of this sales contract. The provisions of this clause are not exclusive and do not prohibit the Dealer from commencing any necessary legal action or instituting any appropriate proceeding in any court of competent jurisdiction or venue to the extent permitted by law for purposes of a Service. Dealer shall serve any and all legal papers necessary to institute such proceeding by mail, return receipt requested, to the address identified by the Buyer(s) on this agreement, and service shall be deemed completed upon the mailing of such process.
- Buyer or Dealer may choose to have any dispute which arises out of this transaction, whether in contract, tort, statute or otherwise (including the interpretation and scope of this arbitration provision), decided by arbitration and not in a trial or by jury trial. If arbitration is elected by either Buyer or Dealer, Buyer will give up the right to participate as a class representative or class member on any class action claim Buyer may have against Dealer, including any right to class arbitration or any consolidation of individual arbitrations. Buyer understands that discovery and rights to appeal and other rights in arbitration are generally more limited than a lawsuit in court. Buyer or Dealer may choose the following arbitration organization: National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 or any other recognized national arbitration organization. The arbitration hearing shall be conducted in the federal district in which the Dealer is located and shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. Seq.), however, the governing law as to the substantive issues of contract, tort, vehicle and other law shall be Maryland. The arbitrator's award shall be final and binding on all parties, except that in the event the award for a party is \$0 or against a party in excess of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. Dealer and Buyer may retain any rights to self-help remedies such as repossession. Neither party waives the right to arbitration by using self-help remedies or filing suit.



NOTICE

Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant thereto or with the proceeds hereof.