



CV515 SFA

Sales Proposal For:
CITY OF SAINT PAUL

Presented By:
RWC INTERNATIONAL, LTD.

Prepared For:
CITY OF SAINT PAUL
Phil Zavadil
PO Box 901
Saint Paul Island, AK 99660-0901
(907)546 - 3174
Reference ID: 4X4 REAR REFUSE

Presented By:
RWC INTERNATIONAL, LTD.
Greg Martin
7880 SANDLEWOOD PLACE
ANCHORAGE AK 99507 -
(907)279-9591

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2024 CV515 SFA (CV515)

AXLE CONFIG:	4X4
APPLICATION:	Flat Dump
MISSION:	Requested GVWR: 22500. Calc. GVWR: 22500. Calc. GCWR: 37500 Calc. Start / Grade Ability: 37.52% / 3.03% @ 55 MPH Calc. Geared Speed: 103.2 MPH
DIMENSION:	Wheelbase: 189.00, CA: 107.80, Axle to Frame: 49.00
ENGINE, DIESEL:	{International 6.6} EPA 2024, 350HP @ 2500 RPM, 750 lb-ft Torque @ 1400 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 2750 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 23,500-lb GVW and 37,500-lb GCW Max, On/Off Highway
AXLE, FRONT DRIVING:	{Dana Spicer 60-256} Single Reduction, 7,500-lb Capacity, with Hub Piloted Wheel Mounting
AXLE, REAR, SINGLE:	{Dana Spicer S16-130} Single Reduction, 15,500-lb Capacity, 190 Wheel Ends Gear Ratio: 4.30
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 225/70R19.5 Load Range G R02 PROFUEL DRIVE (PIRELLI), 643 rev/mile, 87 MPH, Drive
TIRE, REAR:	(4) 225/70R19.5 Load Range G R02 PROFUEL DRIVE (PIRELLI), 643 rev/mile, 87 MPH, Drive
SUSPENSION, REAR, SINGLE:	15,500-lb Capacity, Vari-Rate Springs
PAINT:	Cab schematic 100CX Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A

Electronic Parameters Data is Not Available.

<u>Code</u>	<u>Description</u>
CV51500	Base Chassis, Model CV515 SFA with 189.00 Wheelbase, 107.80 CA, and 49.00 Axle to Frame.

AXLE CONFIGURATION

1ANB	AXLE CONFIGURATION {Navistar} 4x4
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ENGINE

12GAJ	ENGINE, DIESEL {International 6.6} EPA 2024, 350HP @ 2500 RPM, 750 lb-ft Torque @ 1400 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)
12VJW	EMISSION, CALENDAR YEAR {International 6.6} EPA, OBD and GHG Certified for Calendar Year 2024
12XCU	CARB EMISSION WARR COMPLIANCE for International 6.6 Engines
12WZB	CARB IDLE COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
10UAG	VEHICLE REGISTRATION IDENTITY ID for Other State
12XZD	RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 730 SqIn Louvered, with 578 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler
12TTM	FAN DRIVE Viscous Type, Screw On, Rear Tether, Electronically Controlled
12VGC	AIR CLEANER Single Element, with Water Separator
12XBL	BLOCK HEATER, ENGINE 120V/800W
12WUX	GOVERNOR Electronic Road Speed Type; with 79 MPH Default
12VEG	REMOTE START Key Fob for Engine, Includes Theft Deterrent System
12WGG	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic Controlled, On/Off Switch Mounted on Dash, with Steering Wheel Button Control

TRANSMISSION

13BCH	TRANSMISSION, AUTOMATIC {Allison 2750 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 23,500-lb GVW and 37,500-lb GCW Max, On/Off Highway
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13XAK	PTO LOCATION Customer Intends to Install PTO at Right Side of Transmission
13WYY	SHIFT CONTROL PARAMETERS {Allison} 1000 or 2000 Series Transmissions, Performance Programming
13TLP	TRANSFER CASE {Meritor MTC-3203} 2-Speed, Gear Drive, 3,000 lb-ft Torque Rating, Less PTO Provision, Electric Shift Control

REAR AXLES, SUSPENSIONS

14AJE	AXLE, REAR, SINGLE {Dana Spicer S16-130} Single Reduction, 15,500-lb Capacity, 190 Wheel Ends . Gear Ratio: 4.30
14SAE	SUSPENSION, REAR, SINGLE 15,500-lb Capacity, Vari-Rate Springs
14WMN	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 1 thru 29.99 Pints
14897	DIFFERENTIAL, LOCKING {Dana Spicer Trac-Lok} Torque Proportioning Limited Slip
14WAP	SHOCK ABSORBERS, REAR (2)

<u>Code</u>	<u>Description</u>
FRONT AXLES	
2EWA	AXLE, FRONT DRIVING {Dana Spicer 60-256} Single Reduction, 7,500-lb Capacity, with Hub Piloted Wheel Mounting
2WLC	AXLE, FRONT DRIVING, LUBE {EmGard FE-75W-90} Synthetic Oil; 1 thru 29.99 Pints
FRONT SUSPENSIONS	
3AJN	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 7,500-lb Capacity, with Shock Absorbers
3WAP	STABILIZER BAR, FRONT
CABS, COWLS, BODIES	
16030	CAB Conventional, Day Cab
16XUC	ACCESS, CAB Bright Aluminum, Driver & Passenger Sides, One Step per Door, for use with Day Cab
16XCP	AIR BAG, FRONT, DRIVER SIDE
16XCR	AIR BAG, FRONT, PASSENGER SIDE
16XDE	AIR BAG, SIDE, DRIVER Seat Mounted, Outboard Side-Impact Airbag
16XDG	AIR BAG, SIDE, PASSENGER Seat Mounted, Outboard Side-Impact Airbag
16XDH	AIR BAG, SIDE CURTAIN Roof Mounted, for Front and Rear Outboard Seating Positions for Driver and Passenger Sides
16XZA	AIR CONDITIONER with Heater, Single Zone
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab
16CEM	COLOR, INTERIOR Dark Ash
16BAN	DOOR HANDLE, EXTERIOR Bright Finish
16HLY	GAUGE CLUSTER English Speedometer, Includes English Odometer; Includes 4.2" Color Display with Personalization, Warning Messages and Vehicle Information
16BBA	GLASS, ALL WINDOWS Solar Absorbing, Tint
16XAL	KEYLESS ENTRY SYSTEM REMOTE with Panic Alarm and Horn Beep Lock Confirmation, Includes Two Key Fob Transmitters
16ACC	MIRROR, INSIDE REAR VIEW with Automatic Dimming
16STB	MIRRORS (2) Manual Folding, Power Adjust, Heated, Black Heads and Arms, for 102" Load Width
16KVU	SEAT, DRIVER High Back with Integral Headrest, 10-Way Power Adjustable, Cloth, Power Lumbar
16LVP	SEAT, TWO-MAN PASSENGER High Back with Integral Headrest in Outboard Position, Center Fold-Down Armrest with Storage, Cloth, with Recline
16XCS	SUN VISOR, INTERIOR with Illuminated Mirror for Driver and Passenger Sides
16WAK	WINDOW, POWER (2) in Left and Right Doors
FRAMES	
1CGH	FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield), Straight Top Flange with Contoured Bottom, Height Transitions from 7.375" (187.325mm) to 9.125" (231.775mm) to 7.625" (193.675mm); Width: 3.079" (78.21mm); Thickness: 0.3125" (7.94mm); 383.3" (9735.8mm) Max OAL

<u>Code</u>	<u>Description</u>
1LNZ	BUMPER, FRONT Contoured, Steel, Chrome Plated, for CV and RE Bus
1AMM	SKID PLATE Steel, Frame Mounted, Protects the Transfer Case from the Ground
1570	TOW HOOK, FRONT (2) Frame Mounted
1LEG	LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper
1WEC	WHEELBASE RANGE 185" (470cm) Through and Including 236" (600cm)

BRAKES

4240	BRAKE SYSTEM, HYDRAULIC {Bosch} Split System, with Four Channel ABS, Traction Control, Electronic Stability Control, Hydromax Brake Booster with High Speed Master Cylinder and Trailer Sway Control
4GBJ	BRAKE, PARKING {Bosch} DSSA Type, 12" x 3"; for Hydraulic Brake Chassis; Foot Operated in Cab; Differential Mounted
4XCU	BRAKES, FRONT {Meritor Quadraulic} Hydraulic Disc Type, with Four 64mm Diameter Pistons, 8,000-lb Capacity
4EVD	DUST SHIELDS, FRONT BRAKE for Hydraulic Brakes
4XCV	BRAKES, REAR {Meritor Quadraulic} Hydraulic Disc Type, with Four 64mm Diameter Pistons, 15,500-lb Capacity per Axle
4EVE	DUST SHIELDS, REAR BRAKE for Hydraulic Brakes

STEERING

5PSS	STEERING GEAR {Bosch S2 8014 Plus} Power
5708	STEERING COLUMN Tilting
5CBH	STEERING WHEEL 4-Spoke; 15" Dia., Black, Leather Wrapped

DRIVELINES

6DHD	DRIVELINE SYSTEM {Dana Spicer} SPL100 Main Driveline, Direct Mount Transfer Case to Transmission, SPL70 Driveline to Front Axle, for 4x4
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EXHAUST SYSTEMS

7BMV	EXHAUST SYSTEM Horizontal Dual Aftertreatment System, Frame Mounted Under Right Rail, for Single Horizontal Tail Pipe
7SDS	ENGINE EXHAUST BRAKE for International 6.6 Engine
7XAA	MANUAL REGEN Capability

ELECTRICAL SYSTEMS

8002	ELECTRICAL SYSTEM 12-Volt for CV Model
8GJB	ALTERNATOR {Denso SC6} Brush Type, 12 Volt, 220 Amp Capacity
8THB	BACK-UP ALARM Electric, 102 dBA
8VVB	BATTERY BOX Steel, with Plastic Cover, 2 Battery Capacity, Parallel to Rail, 28" Wide, Mounted Left Side Under Cab
8MWA	BATTERY SYSTEM {VARTA} Maintenance-Free, (2) 12-Volt 1300CCA Total, Top Threaded Stud

<u>Code</u>	<u>Description</u>
8HXV	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Crew Cab at Left Frame; Includes One Sealed Connector for Separate Ground/Backup/Left and Right Hand Turn, Left and Right Hand Tail/Stop/Accessory Power and Combined for Left and Right Hand Stop/Turn
8RNY	CAMERA SYSTEM, REAR VIEW Includes Camera, Mounting, Wiring and Interface to the Monitor, for the Back-up Camera System
8XJV	CLEARANCE/MARKER LIGHTS (5) Amber LED Lights, Flush Mounted on Cab
8RNS	COMPACT DISC PLAYER with MP3
8XJG	FOG LIGHTS (2) Clear Lens, Halogen, Rectangular, with White Light Source
8XJM	HEADLIGHTS Halogen, Composite Aero Design, Chrome Trim Bezel, with Daytime Running Lights
8540	HORN, ELECTRIC (2) Trumpet Style
8WBW	JUMP START STUD Remote Mounted
8RNW	RADIO AM/FM/Bluetooth/USB Input/Auxiliary Input/SD Card Slot, with 8" Color Touch Panel Display, Voice Activated Technology
8RNU	SPEAKERS (6)
8XJW	STARTING MOTOR 12 Volt
8TUL	STOP, TURN, TAIL & B/U LIGHTS Multi-Function, Sealed, Incandescent Stop, Turn and Tail Lights, Backup Lights with Rear Reflex Reflector, Includes License Plate Light
8XJP	SWITCH, AUXILIARY 1 to 4 Latching Switches with 30-Amp Fuses

FRONT END

9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction
9WAC	BUG SCREEN Mounted Behind Grille
9WBN	FENDER EXTENSIONS Painted
9HCG	GRILLE Chrome, with Chrome Headlight Bezels
9AAB	LOGOS EXTERIOR Model Badges
9HCU	RADIATOR STONE GUARD Mounted to Front Bumper

SPEEDOMETER, TOOLS, MISC

10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10XAX	GVWR WEIGHT CLASSIFICATION Class 6 (19,501-26,000 lbs)

FUEL TANKS

15SZP	FUEL TANK Top Draw, Plastic, Rectangular, 17" Tank Depth, 25 US Gal (95L), Includes Auxiliary Draw Port and Fuel Filler Assembly, Mounted Between Frame Rails and Forward of Rear Axle
15WDZ	DEF TANK 6.75 US Gal (26L) Capacity, Frame Mounted Outside Right Rail, Under Cab

WHEELS, TIRES - FRONT

Code	Description
27DVT	WHEELS, FRONT {Alcoa 76543} DISC; 19.5x6.75 Rims, Mirror Polish Aluminum, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7779445511	(2) TIRE, FRONT 225/70R19.5 Load Range G R02 PROFUEL DRIVE (PIRELLI), 643 rev/mile, 87 MPH, Drive

WHEELS, TIRES - REAR

28DVT	WHEELS, REAR {Alcoa 76543} DUAL DISC; 19.5" Mirror Polish Aluminum Outer Wheel and Steel Inner Wheel, 8-Stud (275MM BC) Hub Piloted, Flanged Nut, Metric Mount, 6.75 Rims; with Steel Hubs
7779445511	(4) TIRE, REAR 225/70R19.5 Load Range G R02 PROFUEL DRIVE (PIRELLI), 643 rev/mile, 87 MPH, Drive

WHEELS MISC OPTIONS

29PBZ	COATING IDENTITY, FRONT WHEELS {Alcoa Dura-Bright XBR/EVO} Disc Front Wheels, Aluminum, with Vendor Applied Treatment, Not for Wide Base
29PBY	COATING IDENTITY, REAR WHEELS {Alcoa Dura-Bright XBR/EVO} Disc Rear Wheels, Aluminum, with Vendor Applied Treatment, Not for Super Single/Wide Base

Services Section:**WARRANTY**

40131	WARRANTY Standard for CV515, Effective with Vehicles Built December 3, 2018 or Later, CTS-3000A
40YDZ	SRV CONTRACT, EXT ENGINE {Navistar} To 84-Month/75,000 Miles (120,000 km), Engine and Chassis Coverage for International 6.6 Powered Unit

Code

1

Description

BODY SPECS

QUANTUM 8YD REAR LOADER
 BODY CONTROLS: CURBTENDER IN-CAB CONTROL BOX
 CP01-QT Pump, PTO, Hotshift
 RT02-QT Kick Bar
 RT05-QT 4,000 lbs Winch
 RT10-QT Lip & Latch (Bolt-On)
 RT14-QT Center Mount Tipper Prep
 RT20-QT Perkins D6405 Rotary Tipper (Single)
 RT27-QT Tap-in-Kit, Single Spool Valve
 RT31-QT No Aftermarket Prep
 CH06-QT Hyd Tank Heater (110V)
 CH14-QT Pump/PTO Hour Meter
 RB01-QT Rear Riding Steps (Std)
 RB07-QT Protective Cover, Top of Body (Hose & Wiring)
 CL01-QT LED Stop/Tail/Turn/Reverse Lighting (Std)
 RL04-QT LED Tailgate Step Work Lights w/ Switch Activation
 RL05-QT LED Rear Reverse Flood Lights
 RL07-QT LED Reverse Mid Body Flood Lights
 RL11-QT LED Rear Strobe, Single, High Profile Center Mount
 CL03-QT LED Dual Rear Oval Alternating
 CS03-QT Fire Extinguisher 10 lb in Cab
 RS02-QT Access Door Interlock, Streetside (Std)
 RS03-QT Dual PTO Shut off (Std)
 RS04-QT Driver Alert, Curbside (Std)
 CS12-QT Curbtender Camera System W/ 5" Monitor
 RS07-QT Rear Back-up Camera
 RS08-QT No Secondary Camera
 CA01-QT Body Protective Under Coating
 CA03-QT Zinc Prime Upgrade
 CA05-QT Custom Non-Metallic
 RW01-QT Base Warranty, Body, 12 Months
 RW05-QT Base Warranty, Cylinders, 12 Months

COMMODITY SURCHARGES, MY 2024 - G797H

(US DOLLAR)

Description

Price

Net Sales Price:

\$206,877.00

Proposal is valid for 30 Days. Price does not include fees for title and registration. Price is FOB Anchorage, Alaska with Freight to St. Paul Island included. Final Sale Price may include additional Factory Surcharges, Commodity Surcharges, Body Company Surcharges, and/or additional Freight Charges.

Thank you for the opportunity to provide this proposal. Please contact me at (907)727-4775 or gmartin@RWCgroup.com with any questions.

Kind Regards,

Greg Martin

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

RWC INTERNATIONAL, LTD.
7880 SANDLEWOOD PLACE
ANCHORAGE AK 99507 -
(907)279-9591

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Thursday, November 16, 2023

TRUCK SALES ORDER AND PURCHASE AGREEMENT

SELLER:
RWC INTERNATIONAL, LTD.
7880 Sandlewood Place
Anchorage, AK 99507

BUYER:
CITY OF SAINT PAUL
PO Box 901
Saint Paul Island, AK 99660-0901 USA

By the execution of this Agreement Buyer agrees to purchase the Product(s) described in the previous pages, subject to the acceptance of this Agreement by Seller, pursuant to the terms and conditions in the previous pages and these Additional Terms and Conditions. Buyer acknowledges that Buyer has received and read both all previous pages of this Agreement and all of the Additional Terms and Conditions on the subsequent five (5) pages.

This Agreement cancels and supersedes any prior understanding or agreements for Buyer's purchase of the Product(s) and, as of the date hereof, comprises the complete and exclusive statement of the terms of the agreement between the parties relating to the Products.

If any representations, specifications, terms or other arrangements are to be relied upon by Buyer, they must be in writing and specifically identified and referenced in this Agreement; otherwise, they will not be binding on or enforceable against Seller. There are no unwritten, oral agreements between the parties.

Buyer: CITY OF SAINT PAUL

Buyer Signature

Date

Seller: RWC INTERNATIONAL, LTD.

Seller Signature

Date

ADDITIONAL TERMS AND CONDITIONS

Buyer and Seller further understand and agree that the Sales Order / Sales Invoice is subject to the following terms and conditions, which have been mutually agreed upon:

1. PARTIES TO AGREEMENT; DEFINITIONS. Seller and Buyer agree that this Agreement is made in, and will be performed in, the state of Seller's location designated at the top of the first page of this Agreement. As used in this Sales Order / Sales Invoice, the terms: (a) Agreement means Seller's agreement to sell and Buyer's agreement to purchase the Product(s); (b) Buyer means Buyer as identified on the first page of this Agreement; (c) Seller means the RWC Group company identified at the top of the first page of this Agreement; (d) Manufacturer(s) means the entity or entities that manufacture the Product(s), its components, accessories or products, which are being purchased by Buyer, as set forth in this Agreement; (e) Product(s) means the new and/or used vehicle(s) and any other components, accessories, products or services that are being purchased by Buyer, as set forth in this Agreement; (f) Trade-In Vehicle means each vehicle that Buyer agrees to sell to Seller in exchange for credit toward the purchase price of the Product(s) Buyer is purchasing, if any such vehicle is set forth in this Agreement. This credit, as exchanged in U.S. Dollars, is defined as Net Trade-In Allowance; and (g) Total Purchase Price means the amount in U.S. Dollars that Seller agrees to sell Product(s) to Buyer including any applicable taxes. Seller is not an agent of the Manufacturer(s).

2. BUYER'S WARRANTIES - BUYER MAKES THE FOLLOWING WARRANTIES CONCERNING EACH TRADE-IN VEHICLE LISTED ON THE FRONT SIDE OF THIS AGREEMENT:

A. The Trade-In Vehicle has not been involved in any collision resulting in any body or chassis damage and does not contain any hidden or latent mechanical defects or hidden or latent defects in the body, chassis or drivetrain. Buyer otherwise shall deliver to Seller a signed written disclosure of such condition, including the Trade-In-Vehicle's accident and repair history;

B. Other than the creditor lien for the stated payoff balance, if any is set forth on the front side of this Agreement, the certificate of title to the Trade-In Vehicle is free and clear of any claims, liens, encumbrances, security interests, options to buy, and rights of co-owners and Buyer is the sole registered owner of the Trade-In Vehicle. If the actual creditor lien payoff is less than on the front side of this Agreement, Seller agrees to credit the difference to the amount owed by Buyer. If the actual creditor lien payoff is more than on the front side of this Agreement, Buyer agrees to pay the difference to Seller on demand and, if not paid within forty-eight (48) hours, Buyer consents to Seller placing a lien on Buyer's title for such amount. Buyer agrees to deliver to Seller evidence of title satisfactory to Seller or a certificate of title to the Trade-In Vehicle on or before taking possession of any of the Product(s);

C. The certificate of title for the Trade-In Vehicle does not contain any brand or comment, including but not limited to "REBUILT," "SALVAGE," "RECONSTRUCTED," "JUNK," "DESTROYED," "NON-CONFORMING," "LEMON," "LEMON LAW REPURCHASE" or "FLOOD," or any other designation that would indicate any previous damage to the Trade-In Vehicle;

D. The Trade-In Vehicle has not been determined to have an uncorrected non-conformity or a serious or material safety defect as the result of any final determination, adjudication or settlement in any state;

E. The Trade-In Vehicle's emission control equipment is intact, standard to the Trade-In Vehicle, and no part of the system has been removed, altered or replaced;

F. The Trade-In Vehicle has never sustained hail, flood or water damage;

G. The odometer or hour meter on the Trade-In Vehicle, equipment and/or accessories are functional and have not been replaced, disconnected, turned back, turned forward, reset or otherwise tampered with, and the mileage or hours reflected on such odometer or hour meter is the actual mileage or hours on the Trade-In Vehicle, equipment and/or accessories;

H. The vehicle identification number plate has not been altered or removed;

I. Buyer acknowledges that Seller is relying on the foregoing warranties and that, without such warranties, Seller would not be purchasing the Trade-In Vehicle. Buyer further acknowledges that a breach of any of the foregoing warranties entitles Seller to rescind this Agreement and/or to recover from Buyer any damages sustained by Seller resulting from such breach, including attorney's fees and costs.

J. The dollar amount specified as the Trade-In Allowance on the front side of this Agreement may be adjusted in the event that: (1) Buyer fails to disclose that the certificate of title for the Trade-In Vehicle has been branded for any reason, including but not limited to its status as "Rebuilt," "Salvage," "Reconstructed," "Junk," "Destroyed," "Non-Conforming," "Lemon," "Lemon Law Repurchase," or "Flood" or any other designation that would indicate previous damage to the Trade-In Vehicle; or (2) the Trade-In Vehicle has substantial physical damage or a latent mechanical defect which occurred before Seller took possession of the Trade-In Vehicle and which could not have been reasonably discoverable at the time this Agreement was made; or (3) there are excessive additional miles (i.e., 500 miles or more) on the Trade-In Vehicle or there is a discrepancy in the mileage on the odometer and either the signed odometer statement; provided, however, that such remedy does not preclude either party from asserting any other claims or defenses available to such party.

K. Buyer shall execute and deliver to Seller an odometer disclosure statement pertaining to Buyer's Trade-In Vehicle(s) if and as required by law. Buyer agrees that any misrepresentation on the odometer statement will constitute a breach of this Agreement by Buyer and will entitle Seller to pursue all remedies allowed in equity or at law or, at Seller's option, to cancel this

Agreement.

3. DESIGN CHANGES. Manufacturers reserve the right to change the design of any new motor vehicle, equipment, accessory or part at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, equipment, accessory or part covered by this Agreement, either before or subsequent to delivery thereof to Buyer. Buyer agrees to accept any such changes made by the Manufacturer.

4. DELIVERY. All vehicles purchased by Buyer shall be delivered to Buyer, and any Trade-In Vehicle purchased by Seller shall be delivered to Seller, at Seller's location designated at the top of the front side of this Agreement or such other location as is designated in this Agreement. Unless otherwise provided, delivery shall be made via carriers and routes designated by the Manufacturer with freight charges to be included in the Total Purchase Price. Consistent with usual and customary logistical practices and due to the method of transport of Products offered by Seller, new vehicles may have substantial miles on the odometer at delivery. Seller shall not be liable for additional maintenance, normal wear and tear, or depreciation of new vehicles with substantial mileage due to the transport of the vehicle to Seller or to Buyer, and such substantial mileage shall not give Buyer any right to rescind or cancel this Agreement. Seller shall not be liable for a failure to deliver, or a delay in delivering, the Product(s) being sold pursuant to this Agreement where such failure or delay is due to or caused, in whole or in part, by the Manufacturer(s), wars or similar military actions, riots, civil protests, accidents, product shortages, strikes or other labor conditions, fires, storms, floods or other natural disasters, epidemics or pandemics (including by way of illustration Covid-19), governmental regulations or orders, or any other causes beyond the control of Seller or without the gross negligence or willful misconduct of Seller.

5. BUYER DEPOSIT - DEPOSITS MAY BE ACCEPTED AS LISTED ON THE FRONT SIDE OF THIS AGREEMENT.

A. Buyer understands and agrees that the deposit, whether by cash, check (whether personal, company, certified or registered), wire transfer or ACH will be held by Seller and will be applied toward the cash portion of the Total Purchase Price, cash down payment, or initial lease-purchase payments, whichever shall apply at time of delivery.

B. Credit cards are not an approved form of deposit, but a credit card payment may be used to reserve a vehicle until an acceptable deposit is received by Seller.

C. If this Agreement is cancelled by Seller at no cost, expense, loss or inconvenience to Seller, the deposit will be returned to Buyer within ten (10) days after written request from Buyer.

D. It is further agreed that, if Buyer breaches this Agreement at any time after: (1) the Product(s) reach a non-cancelable point at the Manufacturer, (2) the Product(s) are purchased by Seller from another distributor or source, (3) modifications are made to this Agreement at Seller's expense, or (4) Seller has incurred any expenses whatsoever related to the sale of the Product(s), then Seller may, in its discretion, hold the deposit until Seller effects a satisfactory sale or other disposition of the Product(s), in which event Seller will be allowed to retain from the deposit (a) all costs and charges Seller may incur, including flooring charges, until the Product(s) is sold, and (b) damages Seller has suffered by reason of such cancellation or delay; provided, however, in the event the costs and charges incurred and the damages suffered by Seller exceed the deposit, Buyer agrees to pay to Seller the amount of such excess and, in the event there is a balance after such retention of costs and charges and damages, the balance will be remitted to Buyer.

E. In addition, if Buyer has delivered a Trade-In Vehicle to Seller and Seller has sold the Trade-In Vehicle, and if Seller cancels this Agreement or this Agreement is terminated or declared void for any reason, this section applies. If the Net Allowance (defined below) is less than zero, Buyer agrees to pay to Seller the amount of such deficit within ten (10) days of demand therefore. If the Net Allowance is greater than zero, Seller agrees to pay this amount to Buyer. The "Net Allowance" equals (1) the Net Received (defined below) multiplied by 85% minus (2) the creditor lien payoff. The Net Received equals (i) the sale price received by Seller for the Trade-In Vehicle minus (ii) the sum of Seller's costs of repairs and upgrades to the Trade-In Vehicle plus the amount of any taxes paid by Seller.

F. The foregoing provisions shall not, however, be interpreted to give Buyer any right to cancel this Agreement, but merely set forth the rights to the use or disposition of the deposit in the event this Agreement is cancelled without the consent of Seller.

6. LIMITATION ON WARRANTIES.

A. NEW PRODUCTS MANUFACTURER'S WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Agreement are limited solely and only to the published Manufacturer's warranties, if any. Except for any such warranties made by Manufacturer(s), the new Product(s) are sold without any other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose, each which is expressly disclaimed.

B. USED PRODUCTS - NO WARRANTIES (If the location of Seller is in the State of Arizona, see instead Section 20). Seller makes no warranties, express or implied (including any implied warranties of merchantability or fitness for a particular purpose, each which is expressly disclaimed) on any used Product(s) sold under this Agreement, all of which are sold "as is," except as may be set forth in any written limited warranty that is granted to Buyer by Seller in Seller's sole discretion. Further, the applicability of an existing Manufacturer's warranty on used Product(s), if any, shall be determined solely by the terms of such warranty and Seller shall have no responsibility or liability thereunder.

C. LIMITED WARRANTY ON SERVICES. Seller warrants that all services performed by Seller for Buyer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services (Services), will be performed in a good and workmanlike manner (Services Warranty). The Services Warranty is valid for a period of ninety (90) days from the date of delivery of the Product(s) to Buyer. Buyer s sole and exclusive remedy, and Seller s entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. Seller provides no other warranties, whether express or implied or whether from course of dealing or usage of trade, for Services. The Services Warranty is strictly limited to services performed by Seller for Buyer. Seller does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any such warranties are solely those that are provided by the third-party service provider.

D. NO OTHER WARRANTIES. Except as set forth above in this Section 6, Seller expressly disclaims all warranties of any kind or nature. There are no warranties beyond those specifically set forth on the face of this Agreement.

7. DENIAL OF FINANCING APPROVAL (If the location of Seller is in the State of Washington, see instead Section 21). If for any reason financing approval is not received by Buyer, or this Agreement is terminated or declared void for any reason, this section applies. Buyer will promptly return the Product(s) to Seller. Buyer will pay to Seller, on demand, all reasonable charges and expenses for any damage to or use of the Product(s). If Buyer fails to return the Product(s) within 24 hours of Seller's request, Buyer agrees that (a) Seller may immediately retake possession of the Product(s) by any lawful means and (b) Buyer agrees to pay to Seller, on demand, (i) all costs and expenses paid or incurred by Seller in connection with retaking the Product(s), (ii) the greater of \$1.50 per mile or \$500 per day for Buyer's use of each vehicle from the date of Buyer's possession of the vehicle to the date the vehicle is in the possession of Seller, and (iii) property damage, losses, claims, liabilities, costs and expenses (including attorneys' fees and costs), and other sums to the extent permitted by applicable law. In addition, if Buyer delivers a Trade-In Vehicle to Seller and Seller has sold the Trade-In Vehicle, the provisions of Section 5.E above shall also apply.

8. BUYER S OBLIGATIONS. In the event the Product(s) referred to in this Agreement are to be financed by Buyer, then Buyer shall, before or at the time of delivery of the Product(s) and in accordance with the terms and conditions of payment indicated on the front side of this Agreement, execute and deliver to Seller a retail installment contract, security agreement or finance lease agreement for the purchase of such Product(s) and documents required by a lender or lessor. Buyer agrees that any misrepresentation on any credit application provided by Buyer with respect to this Agreement shall constitute a breach of this Agreement by Buyer and will entitle Seller to pursue all remedies allowed in equity or at law or, at Seller's option, to cancel this Agreement.

9. SECURITY INTEREST. Buyer hereby grants to Seller a security interest in (a) all of the Product(s), (b) all additions and accessories thereof and all proceeds thereof, including but not limited to insurance proceeds covering loss, damage, or destruction, and (c) all service contracts and mechanical breakdown policies pertaining thereto. The security interest created hereby secures the payment of all amounts Buyer owes to Seller pursuant to and/or arising under this Agreement, including but not limited to the Total Purchase Price. Seller shall have the benefit of, and retain, the security interest granted herein notwithstanding any assignment of any retail installment contract or other financing agreement to a third party.

10. RISK OF LOSS; INSURANCE. Buyer shall assume all risk of loss of or to the Product(s) at the earlier of (a) delivery of the Product(s) to Buyer or (b) Buyer's receipt of title to the Product(s). Buyer shall obtain and have in effect insurance covering the Product(s) at the time Buyer assumes the risk of loss as provided above. Seller shall have no responsibility or liability for the Product(s) after the earlier of such times.

11. GOVERNING LAW; VENUE; TIME TO COMMENCE ACTION. Except to the extent that the laws of the United States apply or otherwise control, this Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Seller is located as identified at the top of the front side of this Agreement, without regard to conflict of law principles that would require or permit the application of the laws of any other jurisdiction. Buyer hereby submits to the jurisdiction of the federal and state courts sitting in the county in which Seller is located as identified at the top of the front side of this Agreement. The mandatory venue for any claim, litigation, or other legal or administrative proceeding ("Action") and for any arbitration involving any claim, dispute or controversy involving the parties to this Agreement shall be in the county in which Seller is located as identified at the top of the front side of this Agreement. Buyer has one (1) year from the date of delivery of the particular Product(s) to commence an Action against Seller, after which such claim or cause of action shall be forever barred.

12. LIMITATION OF LIABILITY. Buyer agrees that Seller shall have no liability to Buyer for incidental, indirect, special, consequential, or punitive damages or for any loss of income, profits, or anticipated profits, down time or business interruption.

13. FEES AND EXPENSES. In the event either Buyer or Seller engages the services of an attorney as a result of the breach of this Agreement by the other party, the prevailing party in any legal action or arbitration shall be entitled to reimbursement of its

fees and costs of attorneys and experts and court or arbitration costs paid or incurred as a result of the other party's breach. Further, in the event Buyer files for bankruptcy or the appointment of a receiver, or any creditor files for Buyer's bankruptcy and such proceeding is not dismissed within ninety (90) days, Seller shall be entitled to recover all of its attorneys' fees and costs and court costs paid or incurred by Seller with respect to such bankruptcy proceeding, including but not limited to seeking relief from a stay or seeking reaffirmation of Buyer's obligations under this Agreement.

14. EXECUTION AND DELIVERY BY ELECTRONIC TRANSMISSION. If this Agreement or any document or instrument is executed in connection with this Agreement is delivered by facsimile or email pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document or instrument. Additionally, the signature of or on behalf of any party on this Agreement transmitted by way of a facsimile or email shall be considered for all purposes as an original signature. Any such faxed or emailed document or instrument shall be considered to be valid and have the same binding legal effect as an original document or instrument. At the request of Seller, any document or instrument of Buyer that is executed or delivered by facsimile or email shall be re-executed and delivered by Buyer in an original or "wet" form.

15. WAIVER; SEVERABILITY. No waiver or consent by Seller relating to this Agreement shall be valid or binding unless it is in writing and signed by Seller's authorized officer. If any provision of this Agreement, or the application of such provision to any person or circumstance, is held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall continue in full force without being impaired or invalidated.

16. NO BROKER; MANUFACTURER INCENTIVES. Certain Manufacturer's incentives are intended to be used for retail customers at Buyer's location designated at the top of the front side of this Agreement. If at any time Seller determines that Buyer intends to engage in the resale or export of any of the Product(s) that is not in conjunction with further manufacturing or that is not first approved by Seller in writing, Seller shall have the right to cancel this Agreement by notice to Buyer and without any liability to Seller. Buyer represents that Buyer is not purchasing any of the Product(s) with the intent to resell or export the Product (s), except where such resale or export is in conjunction with further manufacturing. If at any time Seller determines that any of the foregoing representations are not true, Buyer shall pay to Seller any Manufacturer's incentives that are charged back to Seller.

17. COMMUNICATION CONSENT. Seller and any other owner or servicer of this Agreement may (a) use any information Buyer provides to Seller, including but not limited to contact names, location and mailing addresses, email addresses, cellphone numbers, and landline numbers, to contact Buyer for any purposes related to this Agreement, including debt collection and marketing purposes. In addition, Buyer expressly consents to any such contact being made by the most efficient means or technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Buyer is charged for the contact.

18. CONSTRUCTION OF AGREEMENT. This Agreement is the result of negotiations between the parties, and the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings. The captions in this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. The parties waive the application of any rule of law otherwise applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions should be interpreted or construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft thereof.

Section 19 applies only if Buyer is purchasing a vehicle from a location of Seller in the State of Washington:

19. DOCUMENTARY SERVICE FEE. The documentary service fee or documentation fee shown on the front side of this Agreement is negotiable. The amount of such fee as shown has been agreed upon by Buyer and Seller.

Section 20 applies only if Buyer is purchasing a used vehicle from a location of Seller in the State of Arizona and it modifies Section 6.B above:

20. USED VEHICLE LIMITED WARRANTY IN ARIZONA: Seller hereby warrants that this vehicle will be fit for the ordinary purposes for which the vehicle is used for 15 days or 500 miles, whichever is earlier, except with regard to particular defects disclosed on the first page of this Agreement. Buyer will have to pay \$25.00 for each of the first two repairs if this warranty is violated. This is the only warranty provided by Seller for the used vehicle.

Section 21 applies only if Buyer is purchasing the vehicle from a location of Seller in the State of Alaska and it replaces Section 7 above:

21. DENIAL OF FINANCING APPROVAL. If Buyer's final financing is not approved and, as a result, the transaction is not completed, and if Seller has delivered the vehicle to Buyer, then (a) Buyer shall, at Buyer's cost, deliver the vehicle to Seller at

the location identified at the top of the front side of this Agreement, (b) Seller shall return Buyer's entire down payment minus any amount owed by Buyer under subsections (d) below, (c) Buyer's trade-in, if any, shall be returned to Buyer at Seller's location identified at the top of the front side of this Agreement in the same condition as received and with no more than 100 miles accumulated on the odometer, (d) except if Buyer made an intentional misrepresentation on Buyer's credit application or financial statement, then (i) Buyer shall reimburse Seller for Buyer's use of the vehicle in excess of such 100 miles at a rate equal to the greater of \$0.45 per mile or the business mileage rate applied by the IRS at the time the vehicle is returned to Seller, and (ii) Buyer shall be responsible for damages to the vehicle that occurred while the vehicle was in Buyer's possession and for parking tickets, towing fees, storage fees, impound fees and other similar charges incurred by Buyer while the vehicle was in Buyer's possession.

22. COUNTERPART SIGNATURES. This Agreement may be executed by the parties in counterparts, each of which shall be an original and both of which together shall constitute one and the same Agreement.

23. ARBITRATION CLAUSE - TO BUYER ("YOU" OR "YOUR"): THIS ARBITRATION CLAUSE SIGNIFICANTLY AFFECTS YOUR RIGHTS IN ANY CLAIM, DISPUTE OR CONTROVERSY (A "DISPUTE") WITH SELLER ("WE"). YOU SHOULD READ THIS ARBITRATION CLAUSE CAREFULLY BEFORE SIGNING THIS AGREEMENT.

A. SUBJECT TO THE TERMS HEREOF, IN THE EVENT THERE IS ANY DISPUTE BETWEEN US, IT WILL BE DECIDED BY ARBITRATION AND NOT IN COURT BY A JUDGE OR JURY. YOU EXPRESSLY WAIVE ANY RIGHT TO A JURY TRIAL.

B. IF A DISPUTE IS ARBITRATED, YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US, INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

C. DISCOVERY AND RIGHTS TO APPEAL IN AN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND SELLER WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE INFORMATION THAT YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.

D. All disputes between us (individually a "party" and collectively the "parties"), whether in contract, tort or otherwise, and including the interpretation and scope of this clause, and the arbitrability of the dispute, between you and us or our employees, agents, successors or assigns, which arises out of or relates to this Agreement or any resulting matters, shall, at your or our election, be resolved by neutral, binding arbitration in a manner consistent with the laws of the state in which Seller is located as designated at the top of the front side of this Agreement. Any dispute shall be arbitrated on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. If the parties are not able to agree upon a single arbitrator within ten (10) days following demand therefore, then the arbitrator will be appointed by Judicial Arbitration and Mediations Services. The parties recognize, acknowledge and agree that the designated arbitrator will be an independent individual, not affiliated or related to either of the parties, and that any dispute between the parties will not be heard and decided by a judge or jury.

E. Each party shall pay one-half of the arbitrator's fees and costs, unless one party is determined by the arbitrator to be the prevailing party, in which case the arbitrator, subsequent to the arbitration itself, may award to the prevailing party its share of the arbitrator's fees and costs, and award to the prevailing party the reasonable fees and costs of its attorneys and experts. The arbitrator's decision and/or award shall be final and binding on the parties and may be entered as a judgment and enforced in any court of competent jurisdiction.

F. You and we retain the right to self-help remedies, such as repossession. You and we retain the right to seek remedies in bankruptcy court for disputes within its jurisdiction, unless such action is transferred, removed or appealed to a different court or is arbitrated. This Section 20 shall survive any termination or assignment of this Agreement. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.

By setting forth his or her initials, Buyer acknowledges that this Agreement contains the above arbitration provision, and agrees that he or she has read and agrees to the same:

BUYER S INITIALS _____