



FORCE BUYER'S ORDER FOR MOTOR VEHICLE

BUYER INFORMATION

CO-BUYER INFORMATION

VEHICLE INFORMATION

NAME _____	NAME _____
ADDRESS _____	ADDRESS _____
CITY _____	CITY _____
STATE _____ ZIP _____	STATE _____ ZIP _____
HOME PHONE _____	HOME PHONE _____
WORK PHONE _____	WORK PHONE _____
CELL PHONE _____	CELL PHONE _____
DATE OF BIRTH _____	DATE OF BIRTH _____
DRVR. LIC.# _____	DRVR. LIC.# _____
E-MAIL _____	E-MAIL _____

STOCK # _____	YEAR _____
DEAL # _____	MAKE _____
CUST. # _____	MODEL _____
BODY _____	COLOR _____
N/U/D _____	MILEAGE _____
VIN # _____	
SLS. #1 _____	
SLS. #2 _____	

TRADE # ONE	TRADE-IN INFORMATION	TRADE # TWO
YEAR _____ MILEAGE _____	YEAR _____ MILEAGE _____	YEAR _____ MILEAGE _____
MAKE _____ BODY _____	MAKE _____ BODY _____	MAKE _____ BODY _____
MODEL _____ COLOR _____	MODEL _____ COLOR _____	MODEL _____ COLOR _____
VIN # _____	VIN # _____	VIN # _____
PAYOFF _____	PAYOFF _____	PAYOFF _____
LIENHOLDER _____	LIENHOLDER _____	LIENHOLDER _____

TOTAL CASH PRICE

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DEALER INSTALLED OPTIONS

PRE-DELIVERY SERVICE* **1199.95**

TOTAL VEHICLE PRICE

LESS TRADE-IN ALLOWANCE

SUBTOTAL

OTHER AMOUNTS

PRIOR CREDIT OR LEASE BALANCE

FLORIDA NEW TIRE FEE

FLORIDA BATTERY FEE

ELECTRONIC FILING FEE

TAG/TITLE FEES

PRIVATE TAG AGENCY FEE**

M.V. WARRANTY TRUST FUND

NET CASH PRICE

STATE SALES TAX

COUNTY SALES TAX

PAYOFF BALANCE

REBATE

SUBTOTAL, NET CASH PRICE & OTHER AMOUNTS

Optional Vehicle Maintenance Contract

Optional Vehicle Service Contract

Optional Vehicle Protection Product

Optional Tire and Wheel Guarantee

Optional Paintless Dent Repair

Sales Tax on Above Optional Benefits

Optional GAP Waiver Addendum

TOTAL OTHER BENEFITS AND INSURANCE

Deposit

Cash Down

Documentary Stamps

VSI Fee

UNPAID BALANCE

The above payoff information is subject to verification at a later date. Any error or incorrect information received as to the title or payoff amount(s) will be the responsibility of the Buyer. Buyer hereby acknowledges that Buyer will pay on demand any higher difference from the above estimated payoff figure(s) which is/are due on the payoff(s) of Buyer's trade-in(s). Buyer hereby represents to Dealer that the trade-in vehicle(s) is/are not a salvaged, rebuilt, flood damaged, or frame damaged vehicle(s) and that the title to such trade-in vehicle(s) was/were not previously branded as such.

Buyer: _____

Co-Buyer: _____

IMPORTANT NOTICES

***PRE-DELIVERY SERVICE FEE:** This charge represents costs and profit to the seller / dealer for items such as inspecting, cleaning and adjusting new and used vehicles and preparing documents related to the sale, in accordance with Fla. Stat. §501.976(18) and is not included within any other listed or suggested pricing for the vehicle.

****PRIVATE TAG AGENCY FEE:** This fee represents a fee paid to a private tag agency for preparation of title work and also includes profit to the seller/dealer.

PLEASE CHECK NEW VEHICLE - The following applies to this NEW vehicle transaction (including NEW demonstrator vehicles) Important Notice - **Read Carefully Before Signing**
 AS-IS and WITH ALL FAULTS. The only warranties applying to this vehicle are those offered by the manufacturer or, if applicable, by the manufacturer of the non-factory installed equipment. The Dealer expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and implied warranty of fitness for a particular purpose and the Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Buyer shall not be entitled to recover from the Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any other incidental damages.

PLEASE CHECK USED VEHICLE - The following applies to this USED vehicle transaction
Contrary Language Disclosure - Read Carefully Before Signing
 The information you see on the Buyers Guide window form on this used vehicle being purchased is part of this Buyer's Order. Information on the window form overrides any contrary provisions in the contract for sale. Except as specifically identified on the window form provided to Buyer pursuant to this purchase transaction and except for Force Custom Automobile Mechanical Limited Warranty (if applicable), this vehicle is sold "AS-IS and WITH ALL FAULTS" and Dealer expressly DISCLAIMS any warranties except as expressly set forth on the Buyers Guide window form, including any implied warranty of merchantability and any implied warranty of fitness for a particular purpose. Buyer shall not be entitled to recover from the 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. Buyer acknowledges that Buyer has inspected the physical condition of the used vehicle being purchased and Buyer is satisfied with the vehicle's condition and Buyer accepts the vehicle as equipped, except as indicated on any "WE OWE" form executed in connection herewith by both Buyer and Dealer. Buyer further acknowledges that Buyer has test driven this vehicle to Buyer's satisfaction or has been offered an opportunity to do so.

Entire AGREEMENT LANGUAGE

Buyer acknowledges by Buyer's signature below that Buyer has read the front and back of this Buyer's order, understands the terms and agrees to the terms on the front and back of this Order. Unless stated in writing and signed by an authorized Dealer representative, the terms in this written document constitute the entire agreement, understanding and representations, express or implied, between Buyer and Dealer concerning (1) the terms and provisions of the vehicle purchase transaction and (2) the quality or nature of the vehicle purchased pursuant to this Buyer's order. This Buyer's order supercedes all oral communications between the parties. Buyer expressly acknowledges that Dealer representatives have not made any representations to the Buyer which have been relied upon by the Buyer, except as expressly listed in the space below, including verbal statements concerning the history or the use of the vehicle or concerning any prior damage to the vehicle or any prior repair work that may have been done to the vehicle being purchased pursuant to this Buyer's Order or as to the financing of the vehicle except as expressly set forth in writing. This Buyer's order may be modified or amended only by a written document signed by Buyer and an authorized representative of Dealer. I am not relying on any oral representations or promises by Dealer, except for those I have put in writing as follows:

ARBITRATION OF Disputes and Waiver of Jury Trial

It is understood and agreed between the parties that disputes between us will be resolved pursuant to the terms of the Arbitration provision in paragraph 21 on the reverse side of this Buyer's Order.

Buyer: _____ Co-Buyer: _____

Certain OPTIONS may not be products of the Vehicle Manufacturer or the Dealer. See paragraph 17 on the reverse side of this Buyer's order for important information about the warranties (if any) for such products.

Telecommunications

I acknowledge that, by providing my telephone numbers (including any wireless telephone number) and/or e-mail address, I affirmatively consent and agree to receive text messages, SMS messages, e-mails, telephone calls, and voice messages including those sent via technology using an automatic telephone dialing system or an artificial pre-recorded voice to the numbers and/or e-mail addresses provided regarding product, goods, and service offers for marketing purposes by or on behalf of FORCE and/or its agents. I understand that consent is not required to make a purchase of products, goods, or services. Message and Data rates may apply.

Buyer: _____ Co-Buyer: _____

Buyer Acknowledgments

On a cash transaction, this offer is not binding unless accepted in writing by an authorized Dealer representative in the space indicated below and the funds received clear the Dealer's bank. On a credit transaction, the Buyer's offer is not accepted and the transaction is not consummated until (a) accepted in writing by an authorized Dealer representative in the space indicated below, and (b) Buyer and Dealer have signed a retail installment sales contract. Buyer acknowledges that the name of a Lender as it appears on any vehicle transaction documents (including but not limited to the vehicle title transaction, the retail installment sales contract and the enrollment or registration forms for any insurance product or other benefit purchased in connection with the vehicle transaction), but no other term, may be unilaterally substituted by Dealer to reflect the name of the Lender who does accept assignment of the retail installment sales contract. Buyer certifies that Buyer is 18 years of age or older and Buyer hereby acknowledges receipt of a copy of this Buyer's Order.

Buyer acknowledges that title and tag fees are estimates and any excess will be refunded by Dealer when registration is delivered and any shortage must be paid by Buyer when registration is delivered. Any electronic filing service charge appearing on this Buyer's Order is optional and includes costs and profit to the Dealer.

Buyer acknowledges that Buyer has not been induced to sign this Buyer's Order by any oral representation involving the condition or performance of the vehicle (except as expressly set forth in the Entire Agreement Language section above) or any warranty relating to this vehicle or any representation contrary to the written terms of this Buyer's Order.

Buyer acknowledges that, if Buyer is financing the acquisition of the Selected Vehicle, Buyer may negotiate the Annual Percentage Rate (APR) with Dealer. Dealer intends to assign the retail installment sales contract and retain its right to receive a part of the finance charge or other compensation in exchange for such assignment and for assisting the Buyer in securing the financing. See paragraph 12 on the reverse side of this Buyer's Order for additional detail.

Buyer acknowledges acceptance of Dealer's right to cancel this transaction as defined in paragraph 7 on the reverse side of this Buyer's Order.

Buyer: _____ Co-Buyer: _____

Dealer Accepted by: _____ Date: _____

ADDITIONAL TERMS AND CONDITIONS

1. As used in this Buyer's Order, the following definitions shall apply: (a) "Dealer" shall mean the authorized dealer to whom this Buyer's Order is addressed and who shall become a party hereto by the Dealer's acceptance of this Buyer's Order as reflected on the front side, and shall include Dealer's officers, agents and/or employees and Dealer's surety bonding company, (b) "Buyer" shall mean the party or parties executing this Buyer's Order as Buyer and/or Co-Buyer on the front side hereof, (c) "Manufacturer" shall mean the company that manufactured the vehicle or chassis or other accessories, it being understood by Buyer and Dealer that Dealer is not the agent of the Manufacturer and that the Dealer and Buyer are the sole parties to this Buyer's Order, (d) "Selected Vehicle" shall mean the vehicle identified on the front side which Buyer has selected to purchase from Dealer, and Buyer has proposed purchase terms on this Buyer's Order for consideration and possible acceptance by Dealer, (e) "Demonstrator" or "Demo" shall mean any new motor vehicle which is carried on the records of the Dealer as a demonstrator and is being inspected or driven by the Dealer, his employees or agents or used by prospective customers for the purpose of demonstrating vehicle characteristics in the sale or display of motor vehicles sold by the Dealer, and (f) "Executive Vehicle" shall mean a vehicle purchased from the Manufacturer or a subsidiary of the Manufacturer and was used by the Manufacturer or its subsidiary or the Dealer for the commercial or personal use of their employees. Reference to "Manufacturer" herein is for purpose of explaining generally certain contractual relationships or obligations between Dealer and Manufacturer with respect to the Selected Vehicle.

2. Buyer assumes and agrees to pay, unless prohibited by law, any taxes imposed on or applicable to the transaction covered by this Buyer's Order regardless of which party may have primary tax liability therefor.

3. Dealer shall not be liable for failure to deliver or delay in delivering the Vehicle Ordered when 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.

4. If Buyer fails to take delivery of the Selected Vehicle and/or fails to make payment for the Selected Vehicle as referenced on the front side, Dealer may retain as liquidated damages Buyer's deposit, down payment and/or trade-in to offset the losses suffered by Dealer pursuant to Buyer's breach. Dealer may pursue other legal remedies in addition to retaining the deposit, down payment and trade-in, and nothing in this Section 4 shall be deemed to limit Dealer's rights to such other legal remedies.

5. Before or at the time of delivery or after delivery of the Selected Vehicle, Buyer agrees to execute such other forms of agreements or documents as may be required by the terms and conditions indicated on this Buyer's Order, including but not limited to documents to transfer title to Buyer's trade-in(s) as needed and/or to otherwise fully document the transaction contemplated hereby.

6. If Buyer furnishes Dealer with any faulty, inaccurate, or false information of any kind, or makes any misrepresentations or omissions related to this transaction, either verbally or written, or if any payment due from Buyer to Dealer is not made as agreed (including submission of any dishonored checks from Buyer to Dealer) Dealer may notify Buyer to immediately return the Vehicle to Dealer. If upon such notice Buyer fails to return the Selected Vehicle or pay the Dealer the purchase price of the Selected Vehicle plus any remaining unpaid balance within twenty-four (24) hours of notice by Dealer to Buyer, Buyer authorizes Dealer to take whatever action Dealer deems necessary to restore possession of the Selected Vehicle to Dealer, including repossession or other self-help course of action, and agrees to pay Dealer for all costs, expenses, losses and damages arising out of Buyer's possession of the vehicle, including but not limited to repossession company fees and reasonable attorney's fees and costs, including appellate fees and costs, whenever the services of an attorney are secured by Dealer to enforce these conditions. Buyer agrees to pay Dealer any costs, expenses or losses incurred by Dealer arising from a cancelled transaction as defined in Section 7. If a trade-in vehicle has been given by Buyer as part of this transaction and the trade-in has been sold by Dealer, Dealer shall reimburse to Buyer the actual cash value of the trade-in, using the average retail value reflected in the Kelly Blue Book as a guide, less any amounts reasonably incurred by Dealer to prepare the trade-in for sale (including, but not limited to, repair costs, cosmetic improvements, towing or transportation charges, and the costs expended by Dealer to satisfy any lien or encumbrance attributable to such trade-in); Dealer may also offset the value of the trade-in against any amounts owed to Dealer from Buyer. The reference to "trade-in allowance" on the front side means the amount allowed by Dealer regarding such trade-in to be credited against the purchase price of the Selected Vehicle and is arrived at based upon the complete negotiation process between Dealer and Buyer and is not necessarily equivalent to the "actual cash value" of the trade-in vehicle. Buyer acknowledges that the Kelly Blue Book value may differ substantially from trade-in allowance on the front side of this form.

7. Dealer and Buyer agree that in a finance transaction the Dealer has the right to cancel this agreement as discussed below:

a. Dealer agrees to deliver the vehicle to you on the date the Retail Installment Sales Contract (RISC) is signed by Dealer and you. You understand it may take a few days for Dealer to verify credit, locate financing for you on the exact terms shown on the front of the RISC, and assign the RISC to a financial institution. You agree that Dealer has 30 days to assign the RISC. You agree that if Dealer is unable to assign the RISC within this time period to any one of the financial institutions with whom Dealer reg-

ularly does business under an assignment acceptable to Dealer, Dealer may cancel this transaction.

b. If the Dealer elects to cancel per Paragraph a. above, Dealer will give you written notice (or in any other manner in which actual notice is given to you). In that event, you may have the option of negotiating and signing a new RISC with different financing terms (for example, a larger down payment, a higher annual percentage rate, a required cosigner, etc.) or you may pay with alternative funds arranged by you.

c. Upon receipt of such notice, you must immediately return the vehicle to Dealer in the same condition as when sold, reasonable wear and tear excepted. Dealer must give you back all consideration Dealer has received in accordance with the terms of this document.

d. If you do not immediately return the vehicle, Dealer may use any legal means to take it back (including repossession) and you will be liable for all expenses incurred by Dealer in taking the vehicle from you, including reasonable attorney's fees.

e. While the vehicle is in your possession, all terms of the RISC, including those relating to use of the vehicle and insurance for the vehicle, are in full force and you assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage done to the vehicle while the vehicle is in your possession.

f. The terms of this document shall survive Dealer's cancellation of the transaction.

g. Paragraphs a. – g. are incorporated by reference into the RISC.

Dealer is not a Lender for this transaction.

8. If the vehicle transaction identified on the front side is not consummated and/or cancelled pursuant to the provisions of either paragraph 6 or 7 above, and Dealer notifies Buyer to return the Selected Vehicle to Dealer, Dealer shall be entitled to recover from Buyer a rental charge of \$50 per day from Buyer for the use of the vehicle together with the costs of any excess wear and tear, damage and excess mileage incurred in excess of 50 miles per day after 3 days in addition to all other remedies permitted herein. Nothing in this Section 8 shall limit Dealer's rights and remedies contained elsewhere in this Buyer's Order.

9. Buyer agrees that notice to Buyer from Dealer shall be sufficient if provided by phone using a phone number for Buyer identified in the purchase documents or by regular U.S. Mail (providing three (3) days for delivery) to Buyer's address reflected on the purchase documents or by hand delivery left at Buyer's address as reflected on the purchase documents. If notice is provided to Buyer by telephone, notice shall be deemed to be sufficient if Dealer leaves a message on an answering machine at such telephone number.

10. Buyer grants to Dealer a security interest in the Selected Vehicle to secure payment in full of all amounts due Dealer regarding such transaction and to satisfy any losses of Dealer due to Buyer's breach arising from any trade-in or Selected Vehicle acquisition and to secure Buyer's warranty of title to any trade-in, including Buyer's representation that Buyer has clear title to such trade-in and Buyer will sign any necessary documents to perfect such security interest.

11. On a finance transaction, Buyer acknowledges that if a retail installment sales contract is presented to Buyer, including the federal Truth-in-Lending disclosures thereon, Buyer may take a copy of such contract with Buyer and need not execute such contract at that time. However, Buyer acknowledges that the lending institution may change its lending terms for such financing proposal and the terms then presented may not be available at a subsequent time, and that the Selected Vehicle may be sold to another customer in the interim.

12. Buyer understands and acknowledges that Buyer does not have to obtain a vehicle loan through Dealer for purchase of the Selected Vehicle. Buyer understands that there are other lenders, not identified at the dealership, which provide vehicle loans and may offer loans at lower rates than rates quoted at the Dealership. Buyer acknowledges that bank financing rates quoted by Dealer may be different from and/or greater than those rates quoted directly from the bank or lender to whom Buyer applies for credit and that Dealer owes Buyer no duty to offer a lower rate. Buyer acknowledges that Dealer may receive compensation related to Dealer's role in such financing. Buyer acknowledges that Dealer has facilitated the financing transaction and receives compensation for its role. Buyer acknowledges that Dealer's services in connection with facilitating the financing transaction have included the following: processing and submitting the Buyer's credit application; obtaining the credit bureau; gathering required income documentation to submit with the application; assisting potential Lenders in gathering additional information as requested by such Lenders; obtaining Lender approval; communicating with Buyer and Lender as to the status of the financing transaction; and preparing and supervising the execution of documents relating to the financing transaction.

13. Various incidental items, services or products (including but not limited to extended vehicle service contracts, vehicle maintenance contracts, vehicle anti-theft protection products, gap waiver addenda, tire and wheel/roadside protection plans, credit life insurance, and credit accidental death and disability insurance, among others) may be sold by Dealer to Buyer in conjunction with the sale of the Selected Vehicle. The amount charged to Buyer by Dealer may be greater than Dealer's costs for such items, services or products. Buyer acknowledges that his or her purchase of these items, services or products is optional, and the Selected Vehicle may be purchased without the purchase of any such item, service or product.

14. Applicable if the Vehicle Ordered is a New, Demonstrator or Executive Vehicle. Buyer acknowledges that sometimes new vehicles are delivered to Dealer from the Man-

manufacturer with some in-transit damage to the vehicle and acknowledges that sometimes new vehicles are damaged from being moved on or around the Dealer's property. Buyer acknowledges that Buyer may not be advised if such minor damage occurs to a new motor vehicle and is repaired.

15. Applicable if the Vehicle Ordered is a New, Demonstrator or Executive Vehicle. Buyer acknowledges that Buyer has inspected the physical condition of the Selected Vehicle and Buyer is satisfied with the Vehicle's condition and Buyer accepts the Selected Vehicle as equipped. Buyer further acknowledges that Buyer has test driven the Selected Vehicle to Buyer's satisfaction or has been offered an opportunity to do so.

16. Applicable if the Vehicle Ordered is a Used Vehicle. Buyer acknowledges that Buyer has had the used Selected Vehicle inspected by a vehicle mechanic of Buyer's choice (the expense of any such inspection to be borne entirely by the Buyer) or that Buyer had an opportunity to do so, but choose not to obtain an independent inspection. Buyer further acknowledges that Buyer has test driven the Selected Vehicle to Buyer's satisfaction or has been offered an opportunity to do so.

17. Certain equipment and/or accessories, including but not limited to audio/video equipment, air conditioning, window tinting, cruise control, truck bedliner, trailer hitches, tires/wheels and batteries, may not be products of the Manufacturer. In each such case, the applicable warranty for each of these items (if any) is not through the Manufacturer or the Dealer. You should contact the vendor of such products to determine the warranty, if any, for such items.

18. **TRADE-IN.** If the used motor vehicle which has been traded in as part of the consideration for the purchase of Selected Vehicle is not delivered to Dealer at the time this Buyer's Order is executed and the Dealer appraises the trade-in, then the trade-in shall be reappraised when delivered and such reappraised value shall determine the allowance made for such trade-in. If such reappraised value is lower than the original allowance shown on the front of this Buyer's Order, Buyer may, if dissatisfied therewith, pay to the Dealer the dollar amount of the initial trade allowance and retain the trade-in or deliver the trade-in and obtain payment credit for the reappraised value. Buyer hereby authorizes Dealer to sell the trade-in prior to the consummation of the sale or transfer of the Selected Vehicle to the Buyer. In the event that the purchase transaction for the Selected Vehicle is not consummated or cancelled and finalized and Dealer has sold the trade-in, Dealer shall reimburse to Buyer the "actual cash value" of the trade-in, using the average retail value reflected in the Kelly Blue Book as a guide, less any amounts reasonably incurred by Dealer to prepare the trade-in for sale (including, but not limited to, repair costs, cosmetic improvements, towing or transportation charges, and the costs expended by Dealer to satisfy any lien or encumbrance attributable to such trade-in); Dealer may also offset the value of the trade-in against any amounts owed to Dealer from Buyer. The reference to "trade-in allowance" on the front side means the amount allowed by Dealer regarding such trade-in to be credited against the purchase price of the Selected Vehicle and is arrived at based upon the complete negotiation process between Dealer and Buyer and is not necessarily equivalent to the "actual cash value" of the trade-in vehicle. Buyer acknowledges that the Kelly Blue Book value may differ substantially from trade-in allowance on the front side of this form.

Buyer agrees that if Dealer pays off any loan obligations on the trade-in vehicle ("trade-in payoff") and the purchase transaction for the Vehicle is not completed, including Final Approval, Buyer will pay to Dealer the full trade-in payoff amount.

19. Buyer agrees to deliver to Dealer satisfactory evidence of title to any vehicle traded-in as part of the consideration for the Selected Vehicle at the time of delivery of such trade-in to Dealer. Buyer warrants such trade-in to be Buyer's property free and clear of all liens and encumbrances except as specifically noted on this document. In the event that Buyer breaches this provision and/or breaches the warranty of title for the trade-in then Buyer agrees and herein permits Dealer to place a lien on the Selected Vehicle purchased from Dealer in the amount of the lien or encumbrance remaining on the trade-in. Buyer will cooperate and assist in the placement of the lien on the Selected Vehicle pursuant to this paragraph. Dealer may pursue any and all legal remedies for Buyer's breach of this paragraph. Buyer shall immediately satisfy any liens or encumbrances on the trade-in vehicle upon notice of such liens and encumbrances from Dealer.

20. If Buyer has traded in a vehicle as part of this transaction, Buyer acknowledges and agrees that in the event that Dealer discovers that the vehicle traded in has a mileage discrepancy and/or has suffered frame damage and/or is a salvaged or rebuilt vehicle and/or flood damaged and/or that the title to such vehicle was previously branded as such or if under the laws of the State of Florida, a vehicle would be branded as such and Buyer has not disclosed, in writing, this previous history of the vehicle to Dealer, then Buyer agrees to reimburse to Dealer the full amount of any trade allowance provided, within ten (10) days from any written demand by Dealer for such reimbursement. Dealer may recover all consequential and incidental damages suffered by Dealer arising from Buyer's failure to disclose the trade-in vehicle conditions identified in this paragraph including but not limited to attorneys' and paralegal fees.

21. ARBITRATION CLAUSE.

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.

2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE 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 AR-

BITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim, controversy, demand, dispute, counterclaim, or crossclaim, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Agreement, and the arbitrability of the claim, controversy, demand, dispute, counterclaim, or crossclaim), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Agreement shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$1,500 unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Agreement, then the provisions of this Arbitration Agreement shall control. Any arbitration under this Arbitration Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. Seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Agreement shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Agreement, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Agreement shall be unenforceable.

22. In any legal proceeding arising out of or related to this Buyer's Order, including arbitration and judicial proceedings, the prevailing party in such dispute shall be entitled to recover their attorneys' fees and costs, including appellate fees and costs, from the non-prevailing party.

23. In the event that a conflict arises from the transaction reflected on the front side, the parties agree that Florida law applies, regardless of the principles of conflicts of laws. Further, the parties agree to venue in the Florida city where Dealer's dealership is located.

24. If any provision in this Buyer's Order is determined to be unenforceable, violative of law or void, then such provision shall be separable and treated as if it was not contained in this Buyer's Order and the remaining provisions in this Buyer's Order shall continue in full force and effect.