

ADDITIONAL TERMS AND CONDITIONS

1. **DEFINITIONS.** "Selling Dealer" and "Dealer" mean the authorized Dealer to whom this Order is addressed, and who shall become a party on its acceptance. "Customer" means the party executing this Order as such on the face hereof. "Manufacturer" means the Division or Corporation that manufactured the vehicle or chassis, it being understood by Customer that Dealer is in no respect the agent of Manufacturer.
2. **RELATIONSHIP OF PARTIES TO AGREEMENT.** Dealer and Customer are the sole parties to this order.
3. **TRADE-IN AND APPRAISAL.** Where Customer wishes to trade in a used motor vehicle ("trade-in") as part of the consideration for the motor vehicle ordered, Dealer may appraise the trade-in at the time of the execution of this Order by Customer. Dealer also reserves the right to reappraise the trade-in at the time of delivery. The Dealer shall not alter a trade-in appraisal from the time of the initial appraisal until the time of delivery unless:
 - (1) intervening factors indicate an apparent decrease in the value of the trade-in over and above ordinary wear and tear; and/or
 - (2) a change occurs in the mechanical performance of the vehicle.
 If such reappraised value is lower than the original allowance as shown on the front of this Order, Customer may, if dissatisfied, cancel this Order. Such right of cancellation must be exercised prior to actual delivery to the Customer of the motor vehicle ordered and the surrender of the used motor vehicle to Dealer. Customer certifies that the engine block is not cracked, the vehicle has not been flooded, there is no significant vehicle defect or damage, the vehicle has not been involved in any accident, and the emission control equipment, including catalytic converter has never been altered or removed.
4. **DELIVERY OF TITLE TO DEALER.** Customer agrees to deliver to Dealer satisfactory evidence of title to any trade-in vehicle used as part of the consideration for the motor vehicle ordered at the time of delivery of such used motor vehicle to Dealer. Customer warrants any trade-in vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted on this Order.
5. **NON-REFUNDABLE DEPOSIT.** Unless this Order is cancelled by Customer in accordance with Paragraphs 3 above, Dealer shall have the right upon failure or refusal of Customer to accept delivery of the ordered vehicle or to comply with the terms of this Order, to retain as liquidated damages any cash deposit. In addition, where Customer has traded a used motor vehicle as part of the consideration for the vehicle ordered, Dealer shall have the right to sell such trade-in and reimburse himself out of the proceeds of such sale for the expenses specified in Paragraphs 3 above and for such other expenses and losses as Dealer may incur or suffer as a result of the Customer's failure or refusal to comply with the provisions of this Order.
6. **DELAYS IN DELIVERY.** Dealer shall not be liable for failure to deliver or for any 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. **PAYMENT OF SALES AND USE TAXES.** The price for the motor vehicle specified on the face of this Order includes reimbursement for certain Federal Excise taxes but does not include sales taxes and use taxes (Federal, State or Local) or other taxes, unless expressly stated. Customer 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.
8. **EXECUTION OF OTHER DOCUMENTS.** The Customer, before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions of payment in accordance with Customer's election to purchase for cash, purchase and finance or to lease the vehicle covered by this Order.
9. **PAYMENT OF BALANCE DUE AND ACCEPTANCE BY CUSTOMER.** The Customer agrees to advise Dealer of his election to purchase for cash, purchase and finance or to lease the vehicle covered by this Order and to pay the balance due on the terms specified and to accept delivery of the ordered vehicle within 48 hours after notification that the vehicle is ready for delivery. In the event Customer fails to take delivery of the vehicle, Customer's deposit may be retained by Dealer as liquidated damages for Dealer's expense and efforts in the matter. In addition, Dealer may dispose of or sell such ordered vehicle as Dealer deems reasonable.
10. **SALES OF DEMONSTRATORS AND USED VEHICLES ONLY:** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provision in the contract of sale.
11. **ASSIGNMENT OF ORDER PROHIBITED:** Customer and Dealer agree that this Order cannot be assigned to any third party, without the written consent of both Customer and Dealer.
12. **TITLE AND REGISTRATION FEES:** These are fees charged by the State of New Jersey for the title, and registration for your vehicle, any additional paperwork necessary to process your title and registration, and where applicable, for transferring the title of your trade-in. These fees may be estimated. In the event the actual fees charged by the State are different, Dealer will refund any overcharge to the Customer in the ordinary course of business. In the event of an undercharge, Customer agrees to pay any underestimate to Dealer.
13. **DOCUMENTARY FEE:** Is a fee charged by the dealer in an amount that covers costs and reflects the value of the benefit provided by the service. In some cases, the fee includes some services that may be optional or may be performed by the Customer.