

NORCAL KENWORTH-BAY AREA
1755 ADAMS AVE. - SAN LEANDRO, CA 94577
TELEPHONE: (510)836-6100 FAX: (510)836-2270



PURCHASE ORDER

NORCAL KENWORTH-SACRAMENTO
707 DISPLAY WAY - SACRAMENTO CA 95838
TELEPHONE: (916)371-3372 FAX: (916)371-0737

NORCAL KENWORTH-MORGAN HILL
16715 CONDIT RD. - MORGAN HILL, CA 95037
PH: (408)842-5383 FAX: (408)843-9699

NORCAL KENWORTH-ANDERSON
20769 INDUSTRY RD. - ANDERSON, CA 96007
PH:(530)222-1212 FAX:(530)722-0934

NAME _____

DATE _____

ADDRESS _____

TELEPHONE _____

PLEASE ENTER MY ORDER AS FOLLOWS:

QUANTITY	NEW USED	YEAR	MAKE	MODEL	# OF AXLES	COLOR	USED TRK #	SALESPERSON
MILEAGE	WEIGHT		LICENSE #	EXPIRATION	DELIVERY DATE		SERIAL NUMBER	
BODY DESCRIPTION:					COUNTY:			
REMARKS					SALES PRICE (PER UNIT)			
LEGAL OWNER:								
PHYSICAL DAMAGE <input type="checkbox"/> YES <input type="checkbox"/> NO CREDIT LIFE <input type="checkbox"/> YES <input type="checkbox"/> NO UNLESS THE MANUFACTURER OR THE DEALER HAS ISSUED SPECIFIC WARRANTY ON THIS VEHICLE SEE THE DISCLAIMER OF WARRANTY ON THE BACK OF THIS CONTRACT.					SUBTOTAL			
					FEDERAL EXCISE TAX			
					SALES TAX			
					DMV FEES @			
					DOC FEES			
					TIRES			
					OUT OF STATE FEE			
					TOTAL PRICE (PER UNIT)			
DEPOSIT <input type="checkbox"/> CHECK <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> CASH CHECK NUMBER								
TRADE INFORMATION								
YEAR	MAKE	MODEL	# OF AXLES	SERIAL NUMBER	MILEAGE	WEIGHT		
BODY						APPRAISAL DATE		
TRADE ALLOWANCE AS APPRAISED			TRADE PAYOFF					

Your signature and subsequent acceptance by the Branch Manager creates a potential sale of this vehicle subject to your providing verifiable financing in place within 7 working days hereof.

PURCHASERS CERTIFICATION

1. I hereby certify that this order includes all of the terms and conditions on both the face and reverse side hereof, that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement on the terms of the agreement relating to the subject matters covered hereby, and

2. I have reviewed this order and fully understand that my new unit will be equipped only with the optional equipment specifically listed on the face of this order plus all standard equipment as designated by the manufacturer at time of delivery; and

3. I certify that I am of legal age to execute binding contracts in these state. I have read the printed matter on the front and back hereof, and agree to it as a part of this order the same as if it were printed above my signature.

THIS ORDER NO VALID UNLESS SIGNED AND ACCEPTED BY THE DEALER OR AN AUTHORIZED MANAGER

APPROVED _____
Dealer or Authorized Representative

Signed _____ Purchaser
Purchaser's Name
Street
Address
City, State and Zip
Business Phone _____
County

CONTINUATION OF TERMS AND CONDITION CONSTITUTING A PART OF PURCHASE ORDER

Provisions Applicable On Sale Of New Vehicles

1. **PRICE REVISION:** In the event the price to Dealer of the series and body type order by Purchaser is changed by the manufacturer prior to delivery to purchase, Dealer has the right to accordingly change the cash delivered price to Purchaser, provided that if Purchaser does not agree with such price change, Purchaser may cancel Purchase Order, in which event if a used vehicle has been traded-in as a part of the consideration for the vehicle purchased by Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer the amount received therefore less a selling commission of 15% and any expense (for storage, insuring, conditioning, or advertising) shall be returned to Purchaser.
2. It is understood that there is no relationship of principal and agent between the dealer and manufacturer and that the dealer is not authorized to act, or attempt to act, or represent himself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer.
3. There are NO WARRANTIES, express or implied, made by the Selling Dealer or the Manufacturer on the new vehicle or chassis described on the front of this order, except the most recent printed manufacturers warranty or warranties applicable to such new vehicle or chassis which are made a part of this order as of here set forth in full. A copy of such manufacturer's warranty or warranties will be furnished to the purchaser upon delivery of vehicle or chassis, and they shall be expressly, IN LIEU OF any other express or implied warranty, condition or guarantee on the new vehicle, chassis, or any part therefore, including any implied WARRANTY of MERCHANTABILITY or FITNESS and of any other obligation on the part of the manufacturer or the Selling Dealer.
4. NO WARRANTIES, express or implied, of MERCHANTABILITY or FITNESS or otherwise, are made by the Selling Dealer or the manufacturer with respect to any used vehicle or chassis described on the front of this order except such warranty, if any, as may be expressed completely in writing by the Selling Dealer or the manufacturer on this order or separate instrument delivered to the purchaser. The applicability of any such warranty shall be subject to all the terms and conditions thereon stated.

Provisions Applicable On Sale Of Either A New Or Used Vehicle

1. **DISCLAIMER OF WARRANTY ON NEW OR USED VEHICLE:** The dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or 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 the vehicle.
 - 1A. **NOTIFY SELLER WITHIN 20 DAYS:** Purchaser shall give notice to seller of any breach of contract or breach or express or implied warranty applicable to the goods within twenty (20) days of the time he/she discovers or should have discovered the said breach or the purchaser shall be barred from any remedy for the breach. Purchaser shall thereafter return the goods to the seller, or anyone designated by the seller, within twenty (20) days after the notice of breach to allow the seller the opportunity to cure the said breach or the purchaser shall be barred from any remedy for the breach.
2. **USED TRUCK "AS IS" DISCLOSURE:** This Unit is being sold "AS IS". This means that if there is anything wrong with this vehicle after you accept delivery of it you, not Pacific Holding Company, are responsible for any repair. Again you are buying this unit "AS IS". No warranty is expressed or implied, nor is Pacific Holding Company or its representatives saying that this unit is suitable for any function or task. We specifically do not warrant, guarantee, or promise that it is free of any defects whether they are known or unknown to us or apparent to you.

By signing this document you are assuring us that you have done the following:

1. Inspected the truck and found it to be as we represented it to you. All repairs that we told you we would do have been done.
2. No one in the dealership has made any promises to you that have not been met.
3. You understand this document and agree to its terms.
3. **REAPPRAISAL OF THE TRADED-IN VEHICLE:** If as vehicle has been traded in as a part of the consideration for the vehicle ordered by purchaser hereunder and such vehicle is not delivered to Dealer until delivery to purchaser of the vehicle purchased by purchaser, such traded-in vehicle shall be reappraised at that time and such reappraisal value shall determine the allowance made for such vehicle. In no event will the vehicle fail to comply with dealer's trade package agreement without reappraisal. If such reappraisal value is lower than the original allowance therefore shown on the face of the Purchase Order. Purchaser may, if dissatisfied therewith, cancel this Purchase Order, provided, however, that such right to cancel is exercised prior to delivery of the vehicle ordered hereunder to the purchaser and surrender of the traded-in vehicle to Dealer.
4. **PURCHASER'S WARRANTY OR TITLE:** Purchaser Warrants that the traded-in vehicle is his/hers property free and clear of all liens and encumbrances except as otherwise noted on the title and he/she will deliver a certificate thereto promptly.
5. **FAILURE OR REFUSAL TO ACCEPT DELIVERY:** Unless this Purchase Order shall have been cancelled by Purchaser under and in accordance with the provision of paragraphs "1" or "1A" above, Dealer shall have the right, upon failure or refusal of purchaser to accept delivery of the vehicle ordered to comply with the terms of this Purchase Order, to retain as liquidated damages any cash deposit made by Purchaser, and, in the event a vehicle has been traded-in as a part of the consideration for the vehicle ordered by Purchaser hereunder to sell such traded-in vehicle and reimburse himself with the proceeds of such sale for the expense specified in paragraph "1" above and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Purchaser thereof covered by the Purchase Order where such failure to deliver or delay is due, in whole or in part, to any cause other than the negligence of Dealer

Signature _____ Date _____