



financing for such purchases if purchaser so requests, pursuant to a separate finance contract on mutually acceptable terms, subject to normal credit qualifications. **The purchaser's signature**

**at the bottom of this paragraph acknowledges that the purchaser has requested the dealer to provide such financing.**

***Purchaser's Signature***

Purchaser has read all the of the provisions on the face of this Retail Purchase Order, including the reference to warranty, as printed on forms 220191 for tractors and equipment and 220084 for consumer products. Purchaser agrees that all such provisions are part of this order and that this order supersedes and is the complete and exclusive agreement on the subject matters covered by this order. Purchaser's signature hereto acknowledges that he has received and read a copy of the applicable warranty. *This order shall not be binding until accepted by the dealer's authorized representative. In the case of a time sale, the dealer shall not be obligated to sell until a finance source agrees to purchase retail installment contract between the purchaser and the dealer based on this order.* Purchaser certifies he is of majority age and has received a true copy of this Order.

***Purchasers Signature***

***Accepted by:***

**Conditions**

1. Dealer shall have the right to (a) refuse to accept this order, with or without cause, and return the cash down payment and/or the used equipment, if any, taken in exchange as part payment of the purchase price, or (b) rescind acceptance of this order if the purchasers statement or references are found to be inaccurate or unsatisfactory.
2. Notwithstanding the prices shown on the face of this order, which are subject to change without notice, the retail prices to be paid by purchaser shall be the applicable retail prices for the items listed, in effect on the date of thereof to purchaser, plus all the applicable transportation, sales, use, excise, floor, processing or similar taxes not included in the established purchase price. If the retail price of any item listed on this order is higher on date of delivery than that shown on the face of this order, purchaser shall have the privilege of accepting delivery at the increased price or cancelling this order prior to accepting delivery.
3. If this order is cancelled by purchaser, as permitted in paragraph 2, or acceptance of this order is rescinded by dealer as permitted in paragraph 1 dealer shall: (a) prompt return to purchaser any cash down payment and unsold used equipment taken by the dealer in exchange as part payment of the purchase price provided purchaser simultaneously pays dealer its cost of reconditioning such used equipment, if any, plus five percent (5%) of the allowance dealer made to purchaser for such used equipment on the purchase price, to cover dealers expense of handling and storage thereof; and (b) promptly pay to purchaser the sales price of any used equipment taken in exchange by dealer's cost of reconditioning same, if any, and less fifteen percent (15%) of the price at which dealer sold same, to cover commissions, handling, storage, and other expenses.
4. Dealer shall not be liable for failure to deliver or delays in delivery resulting from strikes or other labor troubles, material shortages, direct or indirect acts of government, priorities established by government, voluntary or compulsory curtailment of the manufacturer's production, fires, floods, work stoppages in transit, embargoes, acts of God and the ordered on this order, or any other cause beyond dealers control.
5. If purchaser fails satisfactorily to settle for the items ordered within five (5) days after purchaser has been notified that they are ready for delivery, dealer may cancel this order and retain the cash down payment and retain or sell the used equipment taken in exchange as part payment of the purchase price, if any, as and for dealer's liquidated damages.
6. If sale is for cash or unsecured note or notes, title to the items ordered shall vest in purchaser when the full purchase price is paid to dealer. If sale is on a time payment basis and deferred payments are to be secured, purchaser shall execute such documents as dealer may request, such as a conditional sales contract or chattel mortgage or other form of security satisfactory to dealer, and title shall vest in purchaser when and as therein provided.
7. Purchaser acknowledges that no warranties or representations of any kind either expressed or implied have been made to him with reference to the new items, hereby ordered, except as set forth in the applicable warranty

statement (220191 for tractors and equipment; 2to used equipment20084 for consumer products), or with reference to used equipment hereby ordered (which is purchased "as is" in its present condition, subject only to repairs, if any, noted on the face here of other than specified on the face hereof.

8. Purchaser agrees to accept the items ordered with such changes in design, materials, and/or specifications as the manufacturer may make therein, but dealer shall not be obligated to incorporate in the items ordered any changes in design, materials and or specifications made by the manufacturer in similar terms.

9. This order is not assignable by purchaser without dealer's prior written consent, no charge, alteration, interlineations, or verbal agreement or promise of any kind shall be effective to change, alter or amend the tractor and equipment warranties herein set forth.

10. It is understood that there is no relationship of principal and agent between the dealer and the manufacturer and that he 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.

Initial