Purchase Contract

Seller's Right to Cancel

1. Seller agrees to deliver the vehicle to you on the date you contract to purchase it from Seller and you (You) understand that it is the date Seller and Buyer agree upon, which shall be within the contract. You agree that if Seller is unable to deliver the contract to any one of the Financial Institutions with whom Seller maintains direct business dealer an assignment arrangement or contract, Seller may cancel this contract.
2. Seller shall give you written notice of any other rejection in which and of notice is given to you within 10 days of the date this contract is signed. If Seller elects to cancel, then within 10 days of such notice, you must immediately return the vehicle to Seller in the same condition as when you reasonable used and kept reasonably. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
3. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you including reasonable attorney's fees.
4. Upon the vehicle is in your possession, all terms of the contract including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

ARBITRATION PROVISION

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. **EITHER YOU OR WE MAY CHOOSE TO MAKE ANY DISPUTE BETWEEN YOU AND 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 ARBITRATION 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 or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute) 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 Provision 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 plaintiff in a collective or representative action, or a class representative or member of a class in any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association (www.adr.org) or National Arbitration and Mediation (www.nam.adr.com) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. 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 of Vehicle is a party to the claim or dispute, in which case the hearing will be held in the federal district where the Vehicle was originated. We will pay the filing, administration, service or case management fee and the arbitrator or hearing fee up to a maximum of $5,000 unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over $5,000 in accordance with the rules and procedures of the chosen arbitration organization. The arbitrator may rule on the enforceability or validity of a claim by reference of the allegation of the arbitration finds that any of your claims or Provision 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 Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) and, to the extent 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 any related or unrelated claims by filing any action in small claims court, or by using self-help remedies such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, to foreclose on collateral, obtain injunctive relief, filing counterclaims or third party claims, joining third parties, or seeking provisional remedies in connection with any such filing or action. This Arbitration Provision shall survive any termination, payoff or transfer of the contract. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have to a jury or disputes to be resolved on a class basis in court or in arbitration. In a court or arbitration forum, that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

NOTICE: ANY AND ALL RISK OF THIS CONSUMER CREDIT CONTRACT OR SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OR ASSIGNEE OR SERVICER OBTAINED PURSUANT HEREETO OR WITH THE PROCEEDS HEREOF RECOVERY HOWEVER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This provision "NOTICE" applies only to sales or services obtained primarily for personal, family, or household use, or all other sales. Buyer will not assert right of any defense or Seller or assignee of this contract any claims or defenses the Buyer (debtor) may have, right to the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.