

INVOICE

RWC INTERNATIONAL LTD.

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 2202 S. Central Ave. · Phoenix, AZ 85004 · (602) 254-9241
 2802 N. Flowing Wells Rd. · Tucson, AZ 85705 · (520) 622-6767

CUSTOMER P.O. NUMBER	DATE	REFERENCE NO.
	06/29/2017	16834
26765D		
JRN'L	<input checked="" type="checkbox"/>	SALESMAN
		Mary Wilson
		SALESMAN

SOLD TO CITY OF MARICOPA
ADDRESS 45145 W MADISON AVE
CITY - STATE MARICOPA AZ **ZIP 85139-6600**

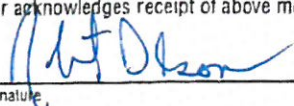
CONTROL NUMBER	QTY	DESCRIPTION (YEAR, MAKE, MODEL, ETC.)	SERIAL NUMBER	TOTAL PRICE					
U299807	1	2013 INTERNATIONAL 4300 FLATBED	3HAMMAAL2DL299807	56000.00					
LESS ALLOWANCE FOR TRADE-INS									
CONTROL NUMBER	PG	YEAR	MAKE	MODEL	SERIAL NO.	MIL/HRS	DESCRIPTION	SALES TAX	1098.00
U609292		2012	INTL		1HTJTSKN2CH609292				
								ALLOWANCE ON TRADE-IN	38000.00
TOTAL AMOUNT DUE →								19098.00	

TRADE IN BUYER ACKNOWLEDGES THAT THE PAYOFF AND/OR LIEN BALANCE ON THE TRADE-IN VEHICLE AS DESCRIBED ABOVE IS ONLY AN ESTIMATED FIGURE, SUBJECT TO VERIFICATION, AND CONFIRMATION FROM THE LIENHOLDER AS TO THE EXACT DOLLAR AMOUNT. IN THE EVENT THE PAYOFF/LIEN BALANCE EXCEEDS THE ABOVE-STATED AMOUNT, SUCH ADDITIONAL AMOUNT SHALL, AT THE OPTION OF THE DEALER, BE ADDED TO THE TOTAL CASH PRICE OF THE VEHICLE AND SHALL BE PAID TO THE DEALER ON REQUEST OR ADDED TO THE AMOUNT BEING FINANCED.

FINANCING CONDITION IF A RETAIL INSTALLMENT CONTRACT OR NOTE AND SECURITY AGREEMENT IS SIGNED IN CONJUNCTION WITH THIS BUYER'S ORDER (COLLECTIVELY, THE "AGREEMENT"), THE AGREEMENT IS BINDING UPON EXECUTION, PROVIDED HOWEVER, THAT THE DEALER WILL HEREAFTER ASSESS THE BUYER'S CREDITWORTHINESS AND IF THE DEALER DOES NOT HEREAFTER APPROVE FINANCING ON ACCOUNT OF THE BUYER'S CREDITWORTHINESS AND SUBSEQUENTLY NOTIFIES BUYER OF SUCH DISAPPROVAL, THIS AGREEMENT IS VOID, EXCEPT AS PROVIDED IN PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

BUYER AGREES THAT THIS AGREEMENT INCLUDES ALL OF THE TERMS AND CONDITIONS ON THE FRONT AND BACK SIDE HEREOF, THAT THIS AGREEMENT CANCELS AND SUPERSEDES ANY PRIOR AGREEMENT INCLUDING ORAL AGREEMENTS AND, AS OF THE DATE BELOW, COMPRISES, WITH ANY RETAIL INSTALLMENT CONTRACT, SERVICE CONTRACT, INSURANCE CONTRACT, AND OTHER AGREEMENTS AND ACKNOWLEDGMENTS SIGNED CONTEMPORANEOUS HEREWITH, THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT RELATING TO THE SUBJECT MATTERS COVERED BY THIS AGREEMENT. BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT BUYER HAS READ ITS TERMS AND HAS RECEIVED A TRUE COPY OF THIS AGREEMENT.

Customer acknowledges receipt of above merchandise

X		06/29/2017	X	
	Buyer's Signature	Date		Dealer or Dealer's Authorized Representative
X				
	Co-Buyer's Signature	Date		Salesperson's Name

ADDITIONAL TERMS, CONDITIONS AND DISCLOSURES

It is further understood and agreed that the order on the reverse side hereof is subject to the following terms and conditions which have been mutually agreed upon:

1. **BUYER'S WARRANTIES. BUYER MAKES THE FOLLOWING WARRANTIES CONCERNING THE TRADE-IN VEHICLE(S) LISTED ON THE FRONT SIDE OF THIS DOCUMENT;**
 - A. That the vehicle has not been involved in any collision resulting in any body or chassis damage and does not contain any hidden mechanical defects or hidden defects in the body or chassis;
 - B. That other than the creditor lien for the stated payoff balance, the title to the trade-in vehicle is free and clear of any other liens or encumbrances, and that Buyer is the registered owner of said vehicle and agrees to deliver to Dealer satisfactory evidence of title to said vehicle;
 - C. That the certificate of title for said vehicle does not contain any brand or comment; including but not limited to "REBUILT," "SALVAGE," "RECONSTRUCTED," "JUNK," "DESTROYED," "NON-CONFORMING," "LEMON," or "FLOOD;"
 - D. That the trade-in vehicle has not been determined to have an uncorrected non-conformity or serious safety defect as the result of any final determination, adjudication or settlement in Washington or any other state;
 - E. That the vehicle's emission control equipment is intact, standard to the vehicle, and that no part of the system has been removed or altered;
 - F. That the vehicle has never sustained flood or water damage;
 - G. That the odometer on the vehicle has not been rolled back or otherwise tampered with, and that the mileage reflected on the odometer is the actual mileage on the vehicle

Buyer acknowledges that Dealer is relying on the foregoing warranties and that without such warranties, Dealer would not be purchasing the trade-in vehicle(s). Buyer further acknowledges that a breach of any of the foregoing warranties entitles Dealer to rescind this Buyer's Order and/or to recover from Buyer any damages sustained by Dealer resulting from said breach, including attorney's fees and costs.

The dollar amount specified as the trade-in allowance may be renegotiated and adjusted in the event that (1) The Buyer fails to disclose that the certificate of ownership or certificate of title for the trade-in vehicle has been branded for any reason, including but not limited to: its status as a "Rebuilt," "Salvage," or "Lemon Law Repurchase" vehicle; or (2) The trade-in vehicle has substantial physical damage or a latent mechanical defect which occurred before the dealer took possession of the vehicle and which could not have been reasonably discoverable at the time the order, offer or contract was made; or (3) There are excessive additional miles on the trade-in vehicle(s) or there is a discrepancy in the mileage as defined in RCW 49.70.1180(4)(b); provided, however, that such does not preclude either party from asserting any other claims or defenses available to them.

2. **DELAYS IN DELIVERY.** Dealer shall not be liable for failure to deliver or delay in delivering the vehicle covered by this order where such failure or delay is due to or caused, in whole or in part, by the manufacturer, accidents, strikes, fires or other causes beyond the control of the Dealer.
3. **FACTORY WARRANTY.** If any new or used vehicle is subject to an existing manufacturer's warranty, that warranty is made by the manufacturer only and runs directly from the manufacturer to Buyer.
4. **DENIAL OF FINANCING APPROVAL.** If for any reason financing approval is not given, or this Agreement is declared void, this section applies. You will return the vehicle to us. You will pay us on demand all reasonable charges and expenses for any damage to the Vehicle. If you fail to return the Vehicle within 24 hours of our request, you acknowledge that we may retake immediate possession of the Vehicle and you agree to pay us (i) all reasonable expenses we incur in connection with retaking the Vehicle, (ii) the greater of \$.30 per mile or \$30 per day for your use of the Vehicle from the date of your possession of it, and (iii) properly damage claims, attorney fees, and other sums to the extent permitted by applicable law.
5. **LIMITATION ON WARRANTIES.** On used motor vehicles, Dealer makes no express warranties except as may be set forth in any written limited warranty granted to Buyer. As to the implied warranties of merchantability and fitness, the same shall be modified, disclaimed or excluded as provided in a separate writing furnished to Buyer by Dealer in the form of a Limited Warranty or a Disclaimer of Warranties. The terms of such Limited Warranty or Disclaimer of Warranties shall control and thereby affect any implied warranties, and such terms and conditions are hereby made a part of this order and are incorporated herein by reference. Further, the applicability of any existing manufacturer's warranty on the used motor vehicle, if any, shall be determined solely by the terms of such warranty.
6. **BUYER'S OBLIGATIONS.** Buyer shall execute an odometer disclosure statement pertaining to Buyer's trade-in vehicle(s) as required by law. Buyer agrees and acknowledges that any misrepresentation on said odometer statement will constitute a breach of this agreement by Buyer and entitles Dealer to pursue all remedies allowed by law or, at Dealer's option, to cancel this agreement. Further, in the event the vehicle purchase referred to in this order is to be financed, Buyer herein, before or at the time of delivery of the vehicle ordered, and in accordance with the terms and conditions of payment indicated on the front side of this order, agrees to execute a retail installment contract or security agreement for the purchase of such vehicle. Buyer agrees that any misrepresentation on any credit application provided by Buyer with respect hereto shall constitute a breach of this Agreement.
7. **SECURITY INTEREST.** Buyer hereby grants to Dealer a security interest in the subject vehicle and in all additions, accessories, and all proceeds of insurance covering its loss, damage, or destruction, and in all service contracts and mechanical breakdown policies pertaining thereto. The security interest created hereby secures the payment of all debt Buyer owes to Dealer pursuant to and/or arising under this order, including but not limited to the purchase price of the subject vehicle. Seller retains this security interest provided for in this Buyer's Order notwithstanding assignment of any retail installment contract or other financing agreement (including the separate security interest provided for, and in addition to, that therein) to a third party.
8. **ATTORNEY'S FEES.** In the event either Buyer or Dealer shall seek the services of an attorney as a result of the breach of this agreement by the other party, the prevailing party in any legal action or arbitration shall be entitled to reimbursement of attorney's fees and costs incurred as a result of the other party's breach. Further, in the event Buyer files for bankruptcy, Dealer shall be entitled to collect any and all attorney's fees incurred by Dealer with respect to such bankruptcy proceeding, including but not limited to seeking relief from stay or seeking reaffirmation of the debt.
9. **CONTROLLING LAW/VENUE.** This agreement shall be construed in accordance with the laws of the State of Arizona. In any suit, action, or other proceeding arising out of this agreement, the parties agree that the venue for any such suit, action or proceeding shall be the county in which the Dealer's principal place of business is located.
10. **DOCUMENTARY SERVICE FEE.** The Documentary Service Fee is a non-refundable fee.

TRUCK AND CHASSIS DEPOSITS

It is agreed and understood by the buyer/co-buyer that this deposit will be held by RWC International, Ltd., and will be applied toward the cash purchase price, cash down payment, or initial lease-purchase payments, whichever shall apply at time of delivery. It is further agreed that if the buyer cancels this order, the deposit provided will be held on any factory ordered chassis/trucks, chassis/trucks transferred from another dealer to RWC International, Ltd. and on any stock units that have undergone modifications. The deposit, at RWC International, Ltd.'s sole discretion, shall be utilized to compensate the seller for any lost revenues associated with the cancellation. The buyer is also liable for any additional costs associated with the cancellation of the chassis/truck order. Should there be a remaining balance due to the buyer after all dealer costs associated with the cancellation, the balance will be remitted to the customer within thirty (30) days thereafter.