



Peach State Truck Centers

6535 Crescent Drive
Norcross GA 30071
Phone: (770) 449-5300

BUYERS ORDER

Date: 10/08/2024
Quote #: DE-26624
Type: Cash
Salesperson: Joshua Little
PO #:

Bill To: 63403
CITY OF DACULA
442 HARBINS ROAD
DACULA GA 30019
P:(770) 963-7451

Ship To:
CITY OF DACULA
442 HARBINS ROAD
DACULA, GA 30019

Stock#: 300805	VIN: 1FVHC5DV8SHVV2710	New 2025 FREIGHTLINER M2112	Price:	\$129,819.00
		32 YARD REAR LOADER		\$131,467.00
		1% STATE CONTRACT FEE		\$2,612.86
			Total Price	\$263,898.86
			Dealer Service Fee	\$200.00
			Total	\$264,098.86

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

Purchaser's Signature

Date

Sales Representative

Manager

ADDITIONAL CONDITIONS

The following "Additional Conditions" are an integral part of the Agreement and, together with the terms on the front hereof, constitute binding obligations of the parties hereto:

1. Whenever used in this Agreement: (i) "Seller" shall mean the dealer named as "Seller" on the front page hereof; (ii) "Purchaser" shall mean the party named as "Purchaser" on the front page hereof; (iii) "Purchased Vehicle" shall mean the motor vehicle (or vehicles) described on the front page hereof to be purchased from Seller pursuant to this Agreement; (iv) "Manufacturer" shall mean the corporation that manufactured the Purchased Vehicle [or chassis] purchased hereunder; (v) "Lien" shall mean any mortgage, pledge, deed to secure debt, title retention agreement, or other security interest or encumbrance of any kind; and (vi) "Trade-in Vehicle Expenses" shall mean and include (A) all costs that Seller has incurred to [store], insure, repair, condition or advertise any trade-in vehicle and (B) any Lien payoff made by Seller in connection with such trade-in vehicle.
2. Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller, the Purchased Vehicle for the price set forth on the front page hereof. Purchaser agrees to pay to Seller such purchase price in full in cash on or before the delivery date. Purchaser shall not acquire any right, title or interest in or to the Purchased Vehicle until either [(i)] Seller has received in cash the full purchase price of the Purchased Vehicle or [(ii) **Seller has received a signed deferred payment agreement fully satisfactory to Seller.**] If for any reason the Purchase Vehicle is delivered to Purchaser prior to receipt by Seller of such full cash payment, then Purchaser (a) hereby grants to Seller a security interest in the Purchased Vehicle to secure any unpaid portion of such purchase price and (b) authorizes Seller to take such actions and to execute such documents on behalf of Purchaser as may be necessary to enable Seller to obtain a perfected security interest in or Lien on the Purchased Vehicle, (c) appoints Seller as Purchaser's attorney-in-fact to execute, deliver and/or file such documents and (d) agrees that Seller shall have the rights of a secured party with a perfected security interest under the Uniform Commercial Code and/or any applicable state title perfection statute.
3. In the event the price to Seller of new motor vehicles of the series and body type ordered hereunder is increased by Manufacturer prior to delivery of the Purchased Vehicle to Purchaser, Seller reserves the right to increase the price of the Purchased Vehicle to be charged to Purchaser; provided, however, that if Purchaser objects to any such price increase, Purchaser may cancel this Agreement. In the event, of any such cancellation, Seller shall return to Purchaser (i) any cash deposit previously received and (ii) any trade-in vehicle previously delivered, provided that Seller may retain any Trade-in Vehicle Expenses previously incurred by Seller; and provided further that if such trade-in vehicle has previously been sold by Seller, Seller shall pay to Purchaser the proceeds of such sale less: (A) a selling commission of [15%] of such proceeds; and (B) any Trade-in Vehicle Expenses paid by Seller. No design change by Manufacturer of the Purchased Vehicle or any component thereof shall require Seller to make any modification to the Purchased Vehicle or any component thereof either before or after delivery of the Purchased Vehicle to Purchaser. Purchaser acknowledges (a) that Seller is not the agent of the Manufacturer and shall not be liable for any action or inaction of Manufacturer, and (b) Seller and Purchaser are the sole parties to this Agreement and Seller is unable to bind Manufacturer to any obligation.
4. If the a trade-in vehicle is not to be delivered to Seller until delivery to Purchaser of the Purchased Vehicle, then such trade-in vehicle shall be reappraised at the time of delivery and such reappraised value shall determine the gross trade-in allowance thereof; provided, however, that if such reappraised value is more than [15%] lower than the original gross-trade allowance shown on the front hereof, Purchaser may cancel this Agreement, provided that such cancellation right is exercised prior to the delivery of the Purchased Vehicle to Purchaser.
5. Purchaser warrants as to any trade-in vehicle delivered hereunder to Seller that (i) Purchaser has good title thereto and (ii) Purchaser will deliver to Seller at the time of delivery thereof to Seller the certificate of title to such vehicle free and clear of all Liens. If a Lien does exist on such vehicle, then, at Seller's option, either (a) Purchaser will pay off such Lien or (b) Seller will deduct the amount of such Lien from the trade-in value, thus increasing the purchase price of the Purchased Vehicle. If there is any difference between the actual Lien payoff of the trade-in vehicle and the "Amount Owning On Trade Vehicle" stated on the front hereof, Purchaser shall be solely responsible for any such difference and Purchaser shall promptly pay Seller any such difference that Seller is required to pay to the lienholder to secure clear title to the trade-in vehicle.
6. Unless this Agreement shall have been cancelled by Purchaser in accordance with either paragraph 3 or 4 above, Seller shall have the right, upon any failure or refusal of Purchaser to accept delivery of the Purchased Vehicle or upon any other breach of this Agreement, (i) to retain (A) any cash deposit previously made by Purchaser and (B) any trade-in vehicle previously traded-in as part of the consideration for the Purchased Vehicle, (ii) to apply any such cash and the proceeds of the sale by Seller of any such trade-in vehicle against the damages that Seller might suffer by reason of such failure, refusal or other breach, and (iii) to avail itself of any remedy available to Seller at law or in equity. In applying any such cash or proceeds, Seller may first deduct therefrom all Trade-in Vehicle Expenses and any other expenses (including attorneys' fees) that Seller may incur as a result of any such failure, refusal or other breach. In the event that Seller is required to have an attorney to enforce this Agreement or to collect sums due hereunder (including by arbitration), Purchaser agrees that Seller shall be entitled to recover, in addition to any sums due hereunder, all costs of collection, including reasonable attorney's fees in the amount of 15% of the sums due to Seller.
7. Seller shall not be liable for either (i) any delay in delivering the Purchased Vehicle or (ii) any failure to deliver the Purchased Vehicle, where such failure is due, in whole or in part, to any cause beyond the reasonable control of Seller.
8. The price of the Purchased Vehicle on the front hereof includes reimbursement for federal excise taxes, but does not include any federal, state or local sales, use or occupational taxes [based on sales volume], unless expressly so stated. Purchaser 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 Agreement, regardless of which party may have primary tax liability therefor.
9. **THE ONLY WARRANTIES APPLYING TO THE PURCHASED VEHICLE ARE THOSE, IF ANY, SUPPLIED BY THE MANUFACTURER. SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, UNLESS A SEPARATE WRITTEN WARRANTY IS PROVIDED TO PURCHASER BY SELLER. A USED VEHICLE SOLD HEREUNDER IS SOLD "AS IS" WITHOUT ANY WARRANTY.**
10. Purchaser warrants to Seller that at the time of delivery of the Purchased Vehicle, Purchaser will have insurance in force, which will provide full collision, theft, comprehensive and liability coverage for the Purchased Vehicle [and that it will maintain said insurance in force.] No loss, damage or destruction of the Purchased Vehicle shall release Purchaser from its obligations hereunder. In the event that financing of any deferred balance is not accepted by a finance company acceptable to Seller and said motor vehicle is involved in an accident prior to return of said vehicle to Seller, or in the event any checks which are given in payment for said motor vehicle are not honored by the bank upon which drawn and said motor vehicle shall be involved in an accident, Purchaser hereby assigns to Seller the right to receive proceeds payable to Purchaser under all insurance policies covering said accident and Purchaser hereby authorizes and directs the carriers of all such insurance policies to pay said proceeds directly to Seller alone. Purchaser hereby appoints Seller as Purchaser's attorney-in-fact to endorse Purchaser's name to any checks or drafts issued by such insurance carriers by reason of such accident. Any such proceeds received by Seller shall be applied toward payment of Purchaser's obligations hereunder; and any excess of such proceeds over said obligations shall be remitted to Purchaser.
11. **If Purchaser has delivered to Seller an application for credit, Purchaser represents that all statements made in such credit application are true and correct, and Purchaser acknowledges that Seller will be relying thereon. Any untrue or incorrect statement or any other misrepresentation of Purchaser in the credit application or in any other documents shall entitle Seller immediately to rescind and to repossess the Purchased Vehicle.]**
12. **In the event that any portion of the purchase price is to be financed, Purchaser shall be solely responsible to obtain such financing, even if Seller assists Purchaser to obtain such financing. In the event Seller so assists Purchaser, Seller shall not be deemed to have acted as Purchaser's agent; and Seller may retain or be paid by lender a portion of any finance charge imposed on Purchaser by any lender. In the event that Purchaser has obtained possession of the Purchased Vehicle but is unable within 10 days after so obtaining possession to obtain financing and pay off the balance of the purchase price owed to Seller, Purchaser agrees to return the motor vehicle to Seller immediately upon demand. In the alternative, Seller shall be entitled to immediately repossess the vehicle.]**
13. Purchaser agrees that it will execute and deliver such other agreements, documents or instruments as may be necessary to complete the sale contemplated hereby in accordance with the terms and conditions hereof.
14. This Agreement shall not be assigned by Purchaser without Seller's prior written consent. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no modification or waiver of any provision hereof shall be valid unless it is in writing and signed by each party hereto. If any provision of this Agreement shall be deemed invalid, illegal or unenforceable under applicable law, such invalidity, illegality or unenforceability shall not adversely affect the validity, legality or enforceability of the remainder of this Agreement. This Agreement shall be governed by the laws of the state in which the Seller is located as shown on the front of this Agreement. Whenever the context of this Agreement requires, all pronouns used herein shall refer to the masculine, feminine or neuter gender and the singular shall refer to the plural and vice versa, as the context may require.
15. Any dispute or controversy arising pursuant to this Agreement shall be resolved by final and binding arbitration in Gwinnett County, Georgia before a single arbitrator appointed and acting pursuant to JAMS' commercial arbitration rules. [NO CLASS WIDE ARBITRATION CLAIMS ARE ALLOWED.] [Seller and Purchaser shall each bear their own expenses for attorneys, experts, witness fees, regardless of which party prevails in the arbitration.] OR [The arbitrator may award costs and attorney's fees to the prevailing party.] [See Paragraph 6 above]