YOUR SIGNATURE(S)

AUTHORIZED SIGNATURE

ACCEPTED BY DEALER OR AUTHORIZED AGENT

Rev. 6/2014 800-236-7672 WATDASI

A.M.

TIME

TIME

SIGNED

SIGNED

SIGNED

DATE

IT IS FURTHER UNDERSTOOD AND AGREED

This Purchase Contract is subject to the following terms and conditions which have been mutually agreed upon.

- Customer acknowledges and agrees that time is of the essence and to execute any actions and all forms of agreement or documents legally necessary as reasonably required by the dealer to complete the transaction included herein.
- If the Manufacturer makes any changes in the model or design of any accessories and/or parts of any new motor vehicles at any time, it does not create any obligation on the part of the Dealer to make corresponding changes in the vehicle covered by this order either before or subsequent to the delivery of such vehicle to You.

ORDER OUT VEHICLE NOT PRICE PROTECTED

Dealer - Transfer amounts to all plies of the Contract.

- A. □ Current model year price known. If the manufacturer's suggested retail price increases before vehicle delivery, the final cash price shall be the current contract cash price (line 1) plus the increase in the manufacturer's suggested retail price adjusted by _____% discount or ____ markup of said increase.
- B.

 Price of newly introduced model currently unknown. The final cash price shall be the total of the manufacturer's suggested retail price upon delivery, plus the price of any dealer installed options set forth in the contract with _____% discount subtracted from or _____ markup added to the total.

However, if the final cash price of either A or B exceeds \$____, the purchaser may cancel the contract without penalty. Also the dealer is not obligated to deliver unless the purchaser agrees to pay the final cash price.

- 3. CONTINGENT AGREEMENTS. If this purchase offer is for a vehicle for which the motor vehicle dealer has already executed a purchase contract, this contract shall clearly state that the purchase offer is contingent on the prior executed purchase contract not being completed. Such a contingent purchase offer shall also provide that the you may rescind the offer at any time prior to being notified by the dealer that the prior executed purchase contract was not completed and that the contingency has been removed from your contingent purchase offer. If the purchase contract is rescinded or the prior executed purchase contract completed, any down payment or trade-in shall be returned to you within one business day.
- 4. ESTIMATED TRADE-IN LIEN PAYOFF AMOUNTS. When the payoff for a trade-in vehicle is unknown, the dealer may estimate the payoff in the itemization of vehicle price. Where such an estimate is used, you may rescind the purchase contract if the actual amount needed to pay off all extensions of credit secured by the motor vehicle exceeds the estimated payoff amount used in the itemized calculation of vehicle price by more than 1 payment on the note secured by the trade-in vehicle. The actual difference between the estimated payoff and actual payoff shall be disclosed to the purchaser in writing. Your refusal to accept delivery of a vehicle or agree in writing to waive the payoff difference within 7 days of notification by the dealer that contract contingencies have been met and disclosure of the payoff difference shall rescind the purchase contract. Adjusting the contract price to reflect an actual loan payoff amount is not bushing if you choose to reform this contract to reflect the actual payoff.
- 5. VEHICLE REBATES. If, for any reason, you do not qualify for a rebate referenced on the face of this contract you may rescind this contract unless the dealer discounts the purchase price of the vehicle by the amount of the rebate. If you do not qualify for a rebate and the dealer will not provide a discount in the amount of the rebate, the dealer shall notify you in writing of
 - a. the fact that you do not qualify for the rebate
- b. that the contract shall be rescinded unless you, within 7 days, sign a new purchase contract for the vehicle for the new, higher contract price.

If you refuse, within 7 days of receiving written notification, to execute a new purchase contract this contract will be rescinded. If you execute a new contract after being notified that you do not qualify for a rebate, you waive your objections related to the rebate.

- 6. Any increase in price, after having accepted an order of purchase or a contract from a retail buyer, is prohibited except that (a) a trade-in vehicle may be reappraised if it subsequently suffered damage, or parts and/or accessories have been removed or replaced (b) mileage/kilometers exceed a limit as stated on the contract, or (c) as permitted by Trans. 139.05, Wis. Adm. Code.
- 7. The Dealer shall have the right to reappraise the motor vehicle to be traded-in and modify accordingly the delivery price of the motor vehicle purchased herein, if the said trade-in vehicle is subsequently damaged or parts and/or accessories have been removed or replaced, or if it exceeds any mileage/kilometer limitation stated on the face of this contract.
- 8. TITLE INFORMATION: This transaction is voidable at the option of the dealer or you if the certificate of title to the trade-in vehicle, or to the purchased vehicle, respectively, contains information, which materially affects the value of such vehicle and which is not disclosed on the face of this contract, and provided that written notice exercising such option is mailed or personally delivered to the other party within two business days of the date the appropriate certificate of title has first been made available to dealer or you for inspection.
- The dealer's obligation to deliver the ordered vehicle to the purchaser is expressly conditioned upon the manufacturer delivering the vehicle to the dealer unless such nondelivery results from Dealer's acts or omissions.
- 10. NOTICE TO CONSUMER REGARDING INELIGIBILITY FOR FINANCING. If this contract is contingent upon the dealer providing financing as disclosed to you on a separate form (box A of the financing section) the dealer has 14 days to notify you if they are unable to obtain the financing. If you are not notified that financing is unavailable within 14 days, or if the vehicle is delivered at the disclosed finance terms, the dealer must finance the vehicle according to the disclosed finance terms.

If this contract is contingent upon the dealer providing financing acceptable to you (box B of the financing section) the dealer may at any time prior to delivery provide you with the required financing disclosures. If you accept delivery of the vehicle or accept the proposed financing the contract is enforceable as written. If you fail to respond or reject the disclosures, the contract is rescinded.

If this contract is contingent upon you arranging financing you must provide evidence to the dealer that financing has been arranged by the agreed upon date, or delivery, or the contract is rescinded.

If this contract is a cash transaction you are bound to the terms of the contract.

If you have taken delivery of the vehicle this contract is final.

- 11. THE DEALER SHALL NOT BE LIABLE TO THE BUYER FOR ANY CON-SEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES ARISING OUT OF THE SALE OR USE OF THE PURCHASED VEHICLE.
- 12. New Vehicle Sales only: By signing this contract you agree that you are not purchasing this vehicle for export. If the vehicle is exported within six (6) months of delivery, you understand that you are liable for any and all manufacturer penalties imposed upon the dealer. The penalties will not apply if the vehicle was sold by you and privately titled prior to export. Dealers, importers, manufacturers, wholesalers and businesses purchasing the vehicle with an intention to export are not considered privately titled for purposes of this exclusion.

Contact the selling motor vehicle dealer to discuss any questions or problems about your vehicle or this contract. If you are unable to resolve any disputes with the dealer, you may contact:

Division of Motor Vehicles, Dealer & Agent Partnership Unit Wisconsin Department of Transportation P.O. Box 7909 Madison, WI 53707-7909

The Dealer Section licenses motor vehicle dealers and administers the administrative regulations governing consumer protection in vehicle sale transactions, Ch. Trans 139, Wis. Admin. Code.

Owned Versus Leased Trade-In

The term "trade-in" refers to an owned or leased vehicle. For the purposes of this document, the value of an owned "trade-in" is the "trade-in allowance". The value of a leased "trade-in" is the "gross allowance".

The sales tax treatment differs depending on whether the "trade-in" is owned or leased:

Owned Vehicle Trade-In

Excerpted from Wisconsin Dept. of Revenue's *Publication 202* (2/97) II.B.1.a.

"If the sale of a motor vehicle and the (owned) trade-in are one transaction, gross receipts and sales price subject to Wisconsin sales or use tax do not include the amount of the (owned) trade-in. Therefore, if a motor vehicle is traded for a motor vehicle of greater value, the amount subject to tax is only that amount representing the difference between the full purchase price and the amount allowed for the (owned) motor vehicle trade-in."

Leased Vehicle Trade-In

Because the lessee only pays sales/use tax on a leased vehicle as he or she uses that vehicle, the lessee does not get a sales tax credit for the gross allowance, only for the amount of positive leased trade-in allowance. Leased trade-in allowance is determined by subtracting the payoff and any amount refunded to the customer from the gross allowance. Positive leased trade-in allowance reduces the amount subject to sales tax. Negative leased trade-in allowance, or being "upside down", increases the amount subject to sales tax.

Leased Trade-In Calculation:

Gross Allowance - Estimated Lease Payoff = Net Lease Equity Negative equity is added to the cash price. WATDASI Forms 800-236-7672 www.watdasi.com #1 LAZ Rev. 6/2014 copyright 2014 WI Auto & Truck Dealers