

This Buyer's Offer is subject to the terms and conditions of a contract between the vehicle Manufacturer and Headquarters, Army and Air Force Exchange, and Navy Exchange Service Command. The seller, Overseas Military Sales Corporation (OMSC), d/b/a Exchange New Car Sales (ENCS), is the distributor for the vehicle Manufacturer to the U.S. Armed Forces, and is the authorized subcontractor for the AAFES/NEXCOM New Car Sales Program.

I. THE PURCHASE ORDER DOCUMENT CONSISTS OF:

A. Buyer's Offer: This is your (the purchaser's) offer to buy the motor vehicle and optional equipment listed from Exchange New Car Sales (ENCS). It becomes a binding contract upon the mailing of a written acceptance ("Order Acceptance"). OMSC is not obligated by this offer until an Order Acceptance is mailed.

B. Order Acceptance: Your Order Acceptance will be mailed to you within thirty (30) days after our sales representative receives your offer and deposit or within ninety (90) days of your delivery date, whichever is later. Acceptance of stock orders will be contingent on the availability of the vehicle. We will promptly notify you if the selected vehicle is available and an Order Acceptance will be mailed to you after your vehicle has been reserved. Our Order Acceptance will list the motor vehicle model, color, optional equipment, price, the place and date of delivery. If it is not in compliance with your offer as to price, specifications, or delivery date, you must advise us, in writing, within ten (10) days of receipt with any objections. If the objections cannot be resolved, you will receive a full refund of your deposit.

C. Pricing: Your offer will be priced and accepted according to OMSC's Privileged Milquote Price. If your offer is accepted at a price that exceeds the offer price by more than \$100 and you object to this increase in writing within ten (10) days of the Order Acceptance, then you have the right to cancel and receive a full refund.

D. Price Protection: 1. The final price (after discounts and rebates) as shown on your Order Acceptance is the maximum price you will pay (unless factory specifications change making optional equipment mandatory, thereby increasing both content and price). Note: Some rebates are conditional upon the purchaser accepting Manufacturer Financing or other stipulations, such as special equipment requirements, etc. These rebates are not covered by this policy unless the purchaser meets all rebate conditions. 2. OMSC will allow you to rewrite for higher OMSC rebate offers (submit a new buyer's offer) only after both the Privileged Milquote Price for the vehicle and OMSC discount offers have been applied to those prices in effect at the time of the rewrite.

II. PAYMENT

A. All money due must be paid to us before delivery to you or to the military or commercial port for shipment overseas. Payment must be in U.S. funds, drawn on banks located in the United States and should be in the form of money order, certified check or financial institution funds. OMSC cannot accept drafts or checks from internet loan sources.

B. Non-Payment: Purchaser authorizes OMSC to contact employer with respect to dishonored checks and/or indebtedness resulting from non-payment. Purchaser acknowledges that OMSC has the right to employ the services of a collection agency or vehicle recovery agency in order to obtain funds or seize the vehicle if indebtedness is not resolved.

III. SHIPMENT AND DELIVERY

A. United States Delivery: If your motor vehicle is delivered through a U.S. franchised dealer, OMSC's responsibility is completed upon its actual delivery to you or your agent.

B. Overseas Delivery: 1. **MTMC:** If your motor vehicle is delivered to a military port in the United States for MTMC shipment overseas, OMSC's responsibility will be completed when the motor vehicle is accepted by MTMC at the U.S. port. This is a stateside delivery, and therefore, delivery to the MTMC constitutes delivery to you thereby activating your vehicle warranty. Actual delivery overseas is dependent on MTMC shipping schedules, please see your transportation office for details. 2. **Commercial:** If a motor vehicle is for delivery overseas by commercial shipment, OMSC's responsibility for overseas shipment and risk of loss will be completed upon actual delivery to you or your agent.

C. WARRANTY and SERVICE:

1. OMSC expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and OMSC neither assumes, nor authorizes any other person to assume for it, any liability in connection with the sale of the vehicle. The only warranty shall be that furnished by the manufacturer, which will be provided to you in writing, and to which you will have sole recourse.

2. In the continental United States, warranty repairs must be performed by a **franchised dealer of the Manufacturer**. In overseas areas, the vehicle Manufacturer will honor warranty repairs and adjustment claims provided they are accomplished at the vehicle Manufacturers' authorized dealer or garage. Where an authorized warranty repair facility is not readily accessible, OMSC will only honor receipted bills paid by you for warranty work performed **with prior approval of OMSC**. Such repair shall not void the vehicle Manufacturer's warranty.

D. Hours of Delivery: Delivery will be made Monday through Friday each week but not on a legal holiday. Delivery hours are 9AM to 4PM.

E. Obligation to Delivery: OMSC is responsible to deliver your motor vehicle in accordance with the Order Acceptance. OMSC is not responsible if it cannot deliver your motor vehicle because of strikes & other labor troubles, fires, floods, material or labor shortages, embargoes, stoppage in transit, regulations or orders of government, allocation of vehicles and other products among customers to satisfy bona fide priority requirements, war, terrorism, sabotage, acts of God or the public enemy or any other causes beyond the control of OMSC. When failure to meet stated delivery date on the Order Acceptance is the **direct result of OMSC's failure, you will be reimbursed for actual expenses incurred (lodging & meals) for up to five (5) days, not to exceed the per diem rate published by AAFES/NEXCOM for the location where you are**

scheduled to take delivery, directly attributable to the delay in delivery. OMSC reserves the right to provide lodging, transportation or other compensation in lieu of these reimbursements.

IV. CANCELLATION OF ORDERS – You may cancel this order **only by written notice** addressed to Military Car Sales Inc., Attn: Cancellations, 100 Crossways Park West, Woodbury, N.Y. 11797-2084, or such other place OMSC may designate.

A. Cancellation by Purchaser:

1. You may cancel and receive full refund of money when:
 - a. Notice is sent within three (3) days after placing the order.
 - b. Your order is cancelled before we issue the Order Acceptance.
 - c. You do not qualify for the financing you require and you provide us with the notice within 10 days after signing the buyer's offer.
 - d. Cancellation is due to our failure to comply with the purchase order as to price, specifications or delivery date and you notify us of this failure within ten (10) days of receipt of the Order Acceptance.
 - e. The motor vehicle is produced with specifications other than those contained in the Order Acceptance and upon receipt of our notice, you advise us of your intention to cancel within ten (10) days.
 - f. Notice is received by us prior to scheduled delivery and cancellation is due to military necessity beyond your control such as a change of PCS orders. Notice must be sent within seven (7) days after the unforeseen circumstances arise and be confirmed in writing by your commanding officer.
 - g. **At the time of delivery, you are dissatisfied with the vehicle and OMSC cannot immediately correct the cause of your dissatisfaction. This guarantee expires upon acceptance of your vehicle.**
2. You may cancel and receive full refund of deposit, less one percent (1%) of the purchase price, when:
 - a. Cancellation notice is received by us before a stock motor vehicle is actually shipped from a stock location.
 - b. Cancellation notice is received by us after the Order Acceptance is issued by us but in sufficient time to stop factory production of the motor vehicle.
3. When cancellation is for your convenience or for reasons other than (1) or (2) above you will be subject to financial liability not to exceed \$550 when the price of the vehicle is below \$20,000; or \$550 plus 1% of the purchase price when the price of the vehicle is over \$20,000; or the amount of your total deposits, whichever is less.

B. Cancellation by OMSC: We may cancel the contract and retain the appropriate amount set forth in A-3 above if you fail to pay the money balance due within fifteen (15) days after the delivery date on our Order Acceptance or if you fail to take delivery within 60 days of your scheduled delivery date and your account is paid in full.

C. Unless otherwise specified, the above provisions. A. and B. may not be invoked after delivery is completed as defined in III. SHIPMENT AND DELIVERY.

V. REFUNDS: Should you cancel this order in accordance with Section IV Paragraph A-2 above, one percent (1%) of the purchase price will be deducted from your deposit to cover our administrative cost in processing the order. Should you cancel this order in accordance with Section IV Paragraph A-3 or should we cancel this order in accordance with Section IV Paragraph B above, we will retain from your deposit up to \$550 plus one percent (1%) of purchase price and the balance will be refunded.

VI. GENERAL

A. Delivery Questions: All questions should be directed to Military Car Sales Inc., Attn: Sales & Service Dept., 100 Crossways Park West, Woodbury, N.Y. 11797-2084 Tel: (800) 669-1867 or (516) 921-2800.

B. Unresolved Differences: Differences which have not been resolved by OMSC should be directed to Public Affairs Hqs. Army & Air Force Exchange Service, PO Box 660202, Dallas, TX 75266-0202 Tel. 1 (800) 527-6790 ext.3119. AUTOVON 967-3119, or Navy Exchange Service Command, 3280 Virginia Beach Blvd., Virginia Beach, VA 23452-5724, Tel. (757) 463-6200 Fax (757) 631-3579.

C. Entire Agreement: Your Buyer's Offer and our Order Acceptance shall constitute the entire contract. Any oral representations made by sales agent is not binding on OMSC.

D. Sales Tax: Sales or Use Taxes are not included in this transaction. If there is a sales or use tax in the state where you register or take delivery, you are responsible to obtain the proper information on such taxes as well as for payment of tax. If you take delivery overseas, you may be responsible for sales or usage tax upon return to the United States at the time of registration of your vehicle. Please contact your state of residence and the state to which you are being reassigned and inquire regarding tax requirements.

E. Vehicle Insurance: Vehicle insurance is not included in this transaction nor is OMSC responsible for any representation made by sales agent regarding insurance. It is your obligation to determine the insurance requirements in the state where you take delivery and/or register your vehicle and make sure you are properly insured before you take delivery. Failure to comply with state law may result in your inability to take delivery.

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