

4802 W. Colonial Drive Orlando, FL 32808

Phone: (407) 219-3820 Fax: (407) 374-1797

PURCHASER'S

Table Central Ave., Lake Wales, Fl 33853 PLEASE ENTER MY ORDER FOR: 321-729-9922 XI NEW USED DEMO AS FOLLOWS: YEAR MAKE CHASSIS MODEL OR SERIES BODY TYPE COLOR TRIM 2024 Thomas TBB C-2 C-2 Yellow School V.I.N. TBD STOCK NO. TO BE DELIVERED ON OR ABOUT 6/30/2023(varies) FACH 10 Saf-T-Liner C-2 -77 pass with A/C- \$133,785.00 \$1,33 6" Betitine Lettering Included = Lake Wales Charles School 4-Bus#s of 4 locations \$5 \$ 14 units ordered on LOI \$5 \$ \$5 \$ CUSTOMER ACKNOWLEDGMENT: YES This is a School Bus/MF3AB approved for the transport of students per U.S. Code 49-Transportation, Subtitle VI Part A. Chapter 301,5ubchapte II. Section 30125 O This is not a School Bus/MF3AB and should not be used to transport per-primary, primary, or secondary school students to or from School or a School related event U.S. Code 49-Transportation, Subtitle VI Part A. Chapter 301,5ubchapte II. Section 30125 O This is not a School Bus/MF3AB and should not be used to transport per-primary, primary, or secondary school students to or from School or a School related event U.S. Code 49-Transportation, Subtitle VI Part A. Chapter 301,5ubchapte II. Section 30125 O This bus vehicle is a new bus and has been utilized as a Demo/Loaner. This unit has current mileage of and all unlimited mileage warranties begin at in service date which is the date of delivery. ALLOWANCE FOR TRADE-IN AS APPRAISED METHOD OF PAYMENT: C,O,D, FINANCED-yes INSTITUTION: ?? SUBTOTAL \$ 1,3 TAX TAX TAX TAX TAX TAX TAX TA	IN ALAM P.	Lake Males Ch	artar C	chool			DATE:	Tuesday, Jo	anuary	3, 2023
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4802 W. Colonial Drive Orlando, FL 32808

Phone: (407) 219-3820 Fax: (407) 374-1797

ADDITIONAL TERMS AND CONDITIONS

- 1. As used in this Order the terms (a) "Dealer" shall mean Matthews Bus Alliance, Inc., the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.
- 2. Manufacturer has reserved the right to change the specifications to Dealer of new motor vehicles without notice. In the event the specifications to the Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserves the right to change the specifications delivered of such motor vehicles to Purchaser accordingly.
- 3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefor shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.
- 4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer, Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.
- 5. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.
- 6. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.
- 7. The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) 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 Order, regardless of which party may have primary tax liability therefor.
- 8. FACTORY WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBLET TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

USED VEHICLE WHETHER OR NOT SUBLET TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, THIS VEHICLE IS SOLD"AS IS – NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 9. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
- 10. THE PURCHASER, BEFORE OR AT THE TIME OF DELIVERY OF THE MOTOR VECHILE COVERED BY THIS Order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.

Matthews Bus Alliance, Inc.	Date	Buyer:	Date
		Purchaser:	
			Page 2 of 2