

ADDITIONAL TERMS AND CONDITIONS

Buyer, further agrees (continued from other side of Agreement):

- IF NOT A CASH TRANSACTION.** If Buyer does not complete this purchase as a cash transaction, Buyer knows before or at the time of delivery of the unit purchased, Buyer will enter into a retail installment contract and sign a security agreement or other agreement as may be required to finance Buyer's purchase.
- TITLE.** Title to the Unit purchased will remain in Dealer until the agreed upon purchase price is paid in full in cash, or Buyer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title passes to Buyer even though the actual delivery of the unit purchased may be made at a later date.
- TRADE-IN.** If Buyer is trading in a used car, manufactured home, trailer, or other vehicle, Buyer will give Dealer the original bill of sale or the title to the trade-in. Buyer promises that any trade-in which Buyer gives is owned by Buyer and is free of any lien or other claim except as noted on the other side of this Agreement. Buyer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Buyer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included.
- REGISTRATION OR LICENSE OF TRADE-IN.** If Buyer has a trade-in and it is registered or licensed in a state outside of the one where this order is written, Buyer will immediately have the trade-in registered or licensed in the state Dealer indicates and Buyer will pay any and all expenses and registration or licensing fees required. If Dealer handles the registration or licensing of the trade-in, Buyer will reimburse Dealer for the expense on demand or Dealer may add that amount to this Agreement as if it had been originally included.
- REAPPRAISAL OF TRADE-IN.** If Buyer is making a trade-in and it is not delivered to Dealer at the time of the original appraisal and if later, on delivery, it appears to Dealer that there have been material changes made in the furnishings or accessories, or in its general physical condition, Dealer may make a reappraisal. This later appraisal value will then determine the allowance to be made for the trade in.
- FAILURE TO COMPLETE PURCHASE.** The Buyer has no legal right to rescind this Agreement absent delinquent delivery of the Unit, an increase in price, or the existence of a specific right of rescision set forth in the Agreement. If Buyer fails or refuses to complete this purchase within the time frame specified in this contract or as specified in the Uniform Commercial Code of the State in which Buyer signs this Agreement, or within an agreed upon extension of time for any reason, (other than those expressed herein), Dealer may keep that portion of Buyer's down payment which will adequately compensate Dealer for consequential damages, and all other damages, expenses or losses incurred by Dealer because Buyer fails to complete this purchase. Buyer agrees, however, that this Agreement shall not be interpreted as containing a "liquidated damages" provision. If Buyer has not given Dealer a down payment or it is inadequate and Buyer has given Dealer a trade-in, the trade-in may be sold at a public or private sale, and the money received from the sale deducted in an amount that will adequately compensate Dealer for any and all of the above mentioned damages, expenses, and losses incurred because of Buyer's failure to complete this purchase. Buyer understands that Dealer shall have all the rights of a seller upon breach of contract under the Uniform Commercial Code, except the right to seek and collect "liquidated damages" under Section 2-718. If Dealer prevails in any legal action which Dealer brings against Buyer which Buyer brings against Dealer, concerning this Agreement, Buyer agrees to reimburse Dealer for Dealer's reasonable attorneys' fees, court costs and expenses which Dealer incurs in prosecuting or defending against that legal action.
- CHANGES BY MANUFACTURER.** Buyer understands that the manufacturer may make any changes in model, or designs, or any accessories and parts from time to time, and at any time, if the manufacturer does make changes, neither Dealer nor the manufacturer are obligated to make the same changes in the unit Buyer is purchasing and covered by this order, either before or after it is delivered to Buyer.
- DELAYS.** The delivery date indicated on the Agreement is the date certain for delivery of the Unit. If no delivery date is indicated, a list of delivery preconditions is set forth in the Agreement or attached hereto. If delivery of the Unit is delayed by more than sixty (60) days after the delivery date specified in the Agreement, or by more than sixty (60) days after the delivery preconditions set forth in the Agreement have been met if no date certain for delivery has been set, then the Dealer will either refund the down payment or provide a reasonable per diem living expense to the Buyer for the days between the delivery date specified in the Agreement and the sixty-first (61) day after the delivery preconditions set forth in the Agreement have been met, whichever is applicable, and the actual date of delivery, unless the delay in delivery is attributable or caused by the Buyer.
- INSPECTION.** Buyer has examined the product and finds it suitable for Buyer's particular needs. Buyer has relied upon Buyer's own judgement and inspection in determining that it is of acceptable quality. On the Unit ordered, Buyer has relied on Buyer's inspection of the display model(s), brochures and bulletins and/or the floor plan provided to Dealer by the Manufacturer, in making Buyer's decision to purchase the Unit described on the reverse side of this Agreement.
- EXCLUSION OF WARRANTIES.** BUYER UNDERSTANDS THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED ARE EXCLUDED BY DEALER FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE GOODS SOLD. BUYER UNDERSTANDS THAT DEALER MAKES NO WARRANTIES WHATSOEVER REGARDING THE UNIT OR ANY APPLIANCE OR COMPONENT CONTAINED THEREIN, EXCEPT THAT AS MAY BE REQUIRED UNDER APPLICABLE STATE LAW.
- MANUFACTURERS WARRANTIES.** BUYER UNDERSTANDS THAT THERE MAY BE WRITTEN WARRANTIES COVERING THE UNIT PURCHASED, OR ANY APPLIANCE(S) OR COMPONENT(S), WHICH HAVE BEEN PROVIDED BY THE MANUFACTURER OF THE UNIT OR MANUFACTURER OF THE APPLIANCE(S) OR COMPONENT(S). DEALER WILL GIVE BUYER COPIES OF ANY AND ALL WRITTEN WARRANTIES SUPPLIED BY THE MANUFACTURERS. DELIVERY BY DEALER TO BUYER OF THE WARRANTY BY THE MANUFACTURER OF THE UNIT PURCHASED, OR ANY APPLIANCE(S) OR COMPONENT(S) DOES NOT MEAN DEALER ADOPTS THE WARRANTY(S) OF SUCH MANUFACTURER(S). BUYER ACKNOWLEDGES THAT THESE EXPRESS WARRANTIES MADE BY THE MANUFACTURER(S) HAVE NOT BEEN MADE BY DEALER EVEN IF THEY SAY DEALER MADE THEM OR SAY DEALER MADE SOME OTHER EXPRESS WARRANTY. DEALER IS NOT AN AGENT OF THE MANUFACTURER(S) FOR WARRANTY PURPOSES EVEN IF DEALER COMPLETES REPAIRS FOR THE MANUFACTURER(S).
- LIMITATION OF DAMAGES.** IF THE MANUFACTURER(S)' WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT AND SUCH WARRANTY FAILS BECAUSE OF ATTEMPT AT REPAIR ARE NOT COMPLETED WITHIN A REASONABLE TIME OR THE MANUFACTURER(S) HAVE GONE OUT OF BUSINESS, BUYER AGREES, THAT IF BUYER IS ENTITLED TO AN AMOUNT AT ALL AGAINST DEALER, BUYER'S DAMAGES ARE LIMITED TO THE LESSER OF EITHER THE COST OF NEEDED REPAIRS OR REDUCTION IN THE MARKET VALUE OF THE UNIT CAUSED BY THE LACK OF REPAIRS. IN ANY CASE, DEALER WILL NOT BE REQUIRED TO PAY BUYER ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. BUYER ALSO AGREES THAT ONCE BUYER HAS ACCEPTED THE UNIT, EVEN THOUGH THE MANUFACTURER(S)' WARRANTY DOES NOT ACCOMPLISH IT'S PURPOSE, THAT BUYER CANNOT RETURN THE UNIT TO DEALER AND SEEK A REFUND FOR ANY REASON.
- INSURANCE.** Buyer understands that Buyer is not covered by insurance on the Unit purchased until accepted by an insurance company, and Buyer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to acceptance of insurance coverage by an insurance company.
- CONTROLLING LAW AND PLACE OF SUIT.** The law of the State of Colorado is the law which is to be used in interpreting the terms of the Agreement. Dealer and Buyer agree that if any dispute between us is submitted to a court for resolution, such legal proceeding shall take place in the county in which Dealer's principle office is located. If under state law a special dispute resolution procedure or complaint process is available, Buyer agrees to the extent permitted by law that procedure shall be the only method of resolution and source of remedies available to Buyer.
- ONE-YEAR PERIOD OF LIMITATION.** Buyer understands and agrees - that if either of us should breach this Agreement - the other of us shall have only one year, after the occurrence of that breach, in which to commence an action for a breach of contract.
- IF PART INVALID REST OF AGREEMENT SAVED.** Dealer and Buyer agree that every provision of this Agreement is intended to be severable, and, if any term or provision is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.
- DELIVERY AND PLACEMENT.** If Dealer has included delivery of the Unit purchased in the purchase price, or if Dealer quotes a charge for delivery to Buyer's destination, Dealer's agreement to transport the Unit purchased, as well as the price quotation made, is based upon Buyer's assurance that travel is along acceptable all-weather surfaced roads, fully open and accessible, from point of origin to point of delivery, during the period required for transportation. Buyer assumes all responsibility for the proper preparation of Buyer's property to both receive and locate the Unit purchased. If Dealer must hire extra labor and/or equipment in order to deliver and place the Unit purchased because of something not previously disclosed to Dealer, Buyer will pay for all those additional costs. Buyer understands that Dealer does not guarantee proper placement unless a concrete pier, running below the frost line, has first been prepared. Buyer will pay for all labor and material costs to re-set the Unit when caused by future settling or sinking resulting from failure to provide a foundation approved by the State or Local Code in which the Unit is sited. Buyer understands that the sewer must be stubbed out of the ground, the waterline must be capped and the electric line connected to a meter pole with a proper receptacle within 20 feet of the electric box inside of the Unit. Buyer understands that unless otherwise provided on the other side of this Agreement, the Unit purchased is sold by Dealer F.O.B. Dealer's lot and Buyer is responsible for transporting it.
- CONNECTIONS, PERMITS AND CHANGES.** Buyer understands that Dealer is not permitted to make plumbing or electrical connections or connection of certain natural gas or propane appliances where state or local ordinance require a licensed plumber or electrician to do the work. Buyer understands that Dealer is not responsible for obtaining health or sanitary permits, nor for any local, county, or state permits required because of restrictive zoning. Buyer understands that Dealer is not responsible for making changes to plumbing, electrical or construction changes required by special building ordinances or laws. Buyer will pay the costs of any changes needed for compliance with local, county or state laws or zoning requirements.
- NOTICE OF WIDTH LIMITATIONS.** Buyer has been informed of the length and width limitations, as of the date of this Agreement, now enforced in the several states, or provinces of Canada, as they may apply to the movement of manufactured homes over the public highways, and the fact that special permits are required. Buyer understands that some states, or the provinces of Canada, may not grant the required permits where the size exceeds the statutory maximum. Buyer releases Dealer and its assigns, and the manufacturer and its assigns, from any and all demands, suits or counterclaims, based on the size of the Unit purchased, if it exceeds the limitations which are now, or may later be, imposed by any state or province.
- DOWN PAYMENTS.** Buyer understands that Dealer has a separate fiduciary account for the escrow of down payments made by the Buyer and a letter of credit, certificate of deposit, or surety bond filed with the division of housing for the repayment of down payments pending delivery of the Unit. If Buyer feels that Dealer has wrongfully withheld Buyer's down payment, Buyer may file a complaint for a refund of a down payment held in escrow with the Attorney General or with the District Attorney for the district in which the sale occurs. In addition, Buyer may bring a civil action pursuant to the provisions of the "Colorado Consumer Protection Act," Article 1, part 6.