



IDAHO FALLS PETERBILT, INC.

3982 W ANDCO DRIVE • IDAHO FALLS, ID 83402 • PHONE (208) 528-0004

STOCK #

DATE:

11/2/2024

VEHICLE BUYER'S ORDER AND PURCHASE AGREEMENT

PURCHASER'S NAME			RES OR BUS PHONE		CELL PHONE	
Teton County						
ADDRESS			CITY		STATE	
547 N Main St			Driggs		ID	
					83422	
NEW/USED	YEAR	MAKE	MODEL	VIN/Quote #		COLOR
New	2025	Peterbilt	567			RED
SALESMAN	Cody Hawkes		TRADE INFORMATION		RETAIL PRICE W/ OPTIONS	173,410.00
			YEAR		BODY	230,225.00
	Notes		MAKE		FET	
			MODEL		EXTENDED WARRANTY	
	Viking -Cives quote 172229 included		COLOR			
			MILEAGE		SUBTOTAL	403,635.00
			SLEEPER		STATE TIRE TAX	
			ENGINE		STATE SALES TAX	
\$5,000 savings on Peterbilt chassis if chassis portion of price is paid within 30 days of chassis arriving at Viking.					LICENSE & REGISTRATION	
			TRADE PAYOFF TO WHOM		DOC FEE	295.00
					TOTAL	403,930.00
Sourcewell Contract #060920					TRADE ALLOWANCE	
					PAYOFF	
			PHONE #		EQUITY	
			ACCT #		QUANTITY	1
			PAYOFF		DEPOSIT	
			GOOD UNTIL		DOWN PAYMENT	
					BALANCE DUE	403,930.00

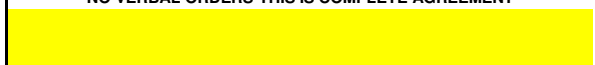
Purchaser agrees to be responsible for any manufacturing surcharges applied after the order date (see item 7 below)

ALL VEHICLES ARE SOLD "AS IS" UNLESS OTHERWISE INDICATED HERE X_____

Purchaser agrees that this agreement (the "Agreement", together with the reverse side hereof, is entered into between it and IDAHO FALLS PETERBILT, INC. ("DEALER"), that this Agreement cancels and supersedes any prior agreement between the forgoing parties, that as of the date hereof, comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR DEALER'S AUTHORIZED REPRESENTATIVE. Purchaser by execution of this agreement, acknowledges that Purchaser has received copy of the agreement, has read and understands the terms and conditions hereof, and has voluntarily entered into the same.

	\$ -
	\$ -
	\$ -
	\$ -
TOTAL WARRANTY	\$ -

NO VERBAL ORDERS-THIS IS COMPLETE AGREEMENT



PURCHASER'S SIGNATURE DATE

DEALER OR HIS AUTHORIZED REPRESENTATIVE

NOT VALID UNLESS ACCEPTED BY MANAGEMENT

NOT VALID UNLESS ACCEPTED BY MANAGEMENT

VERSION CONTROL: 5/26/2023

-General Terms and Conditions-

The Purchaser and Dealer further understand and agree that, coupled with terms and conditions provided on page 1, the following terms and conditions govern the subject matter of this Vehicle Buyer's Order and Purchase Agreement (hereinafter "Agreement"):

1. Purchaser agrees to purchase the vehicle(s) listed on the front page of this Agreement within five (5) days of signing this Agreement or in the case of special ordered vehicle(s) (defined in paragraph 2), within five(5) days of receipt of said vehicle(s) by Dealer. This Agreement is non-cancellable for any reason.
2. Any vehicle(s) not in the Dealer's inventory as of the date of this Agreement are defined herein as special ordered vehicles and are referred to herein as SOV(s). SOV(s) are non-cancelable for any reason. SOV(s) also include all hybrid and electric vehicle(s).
3. Purchaser shall deliver the original bill of sale and the title to any used vehicle traded herein along with the delivery of such vehicle in the same condition containing the same equipment as when appraised, reasonable wear and tear excepted, and the Purchaser warrants such vehicle to be his property free and clear of lien and encumbrances except as otherwise disclosed to Dealer on the front page hereof. If no trade is listed on the front page of this Agreement, then no trade will be accepted by Dealer.
4. The failure or refusal of the Purchaser to complete the purchase contemplated herein shall be a material breach of this Agreement and Dealer shall be entitled to all rights and remedies under the law, including, but not limited to, lost profits, damages, specific performance and its attorney fees and court costs. The Purchaser agrees, that in addition to any other legal remedy available to Dealer, any deposit provided to Dealer shall be retained and forfeited to Dealer, and/or in the event a used vehicle has been taken in trade, the Dealer may sell said used vehicle, and the Dealer shall be entitled to reimburse itself out of the proceeds of such sale, to cover its expense and losses incurred or suffered as the result of Purchaser's failure to complete said purchase.
5. The manufacturer has the right to make changes in the model or design of any accessories and part of any new motor vehicle at any time without creating an obligation on the part of either the Dealer or the manufacturer to make corresponding changes in the vehicle covered by this Agreement either before or subsequent to the delivery of such vehicle to the Purchaser. Purchaser agrees to accept the vehicle as manufactured and delivered, even if specific parts or components are not installed or not available at delivery.
6. In no event, shall Dealer be liable for delays or failure to deliver the vehicle on a specified day, including delays caused by the manufacturer, accidents, sureties, fires or other causes or acts beyond the control of the Dealer. Any delays caused by pandemics, war, shortages, civil unrest or similar circumstance are at Purchaser's risk.
7. From time-to-time manufacturer surcharges are added to the vehicle(s) listed on the front page of this Agreement. Purchaser agrees to be responsible for any such surcharges at the time of delivery. Surcharges amounts will be added to the final invoice and documentation supporting surcharges will be provided to the Purchaser.
8. NO WARRANTIES EXPRESSED OR IMPLIED, ARE MADE OR WILL BE DEEMED TO HAVE BEEN MADE BY EITHER THE DEALER OR THE MANUFACTURER OF A MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS PURCHASED HEREUNDER, vehicle on a specified day, including delays A COPY OF WHICH WILL BE DELIVERED TO PURCHASER. AT THE TIME OF DELIVERY OF A MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS, SUCH WARRANTY SHALL BE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE REMEDIES SET FORTH IN SUCH WARRANTY WILL BE THE ONLY REMEDIES AVAILABLE TO ANY PERSON WITH RESPECT TO SUCH MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS. NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY THE DEALER WITH RESPECT TO USED MOTOR VEHICLES OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER EXCEPT AS MAY BE EXPRESSED IN WRITING BY THE DEALER FOR SUCH USED MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS, WHICH WARRANTY, IF SO EXPRESSED IN WRITING.
9. In case the vehicle covered by this agreement is a used or demonstrator vehicle, no warranty or representation is made as to how such vehicle has been used, regardless of the mileage shown on the speedometer of said used vehicle.
10. In the event that it becomes necessary for the Dealer to enforce any of the terms and conditions of the agreement, Purchaser agrees to pay reasonable attorney's fees and court costs, including collections costs.
11. All past due amounts and payments due to Dealer hereunder shall bear interest at the rate of eighteen (18%) percent per annum.
12. This agreement is non-transferable by the Purchaser nor may any of Purchaser's rights or obligations hereunder be assigned. Dealer may assign all of its rights and obligations hereunder, including to its Affiliates, upon reasonable notice to Purchaser.
13. LIABILITY INSURANCE COVERAGE FOR BODILY AND DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS AGREEMENT.
14. PURCHASER REPRESENTS THAT he/she is 18 years of age or older at the time of the consummation of the purchase hereunder. Purchaser further represents that if it is ordering electric vehicle(s) it has the ability to charge said vehicle(s) and is not relying on Dealer to provide charging services.
15. Title/MSO to the vehicle shall remain with the Dealer until purchase price is paid in full; and, until such payment is paid in full, Purchaser hereby grants to Dealer a security interest in the subject vehicle for the purpose of securing payment therefore.
16. No agreement, verbal or otherwise, not contained in this agreement will be recognized.
17. In case of the vehicle covered by this agreement is a used vehicle, the information you see on the window form (Buyer's Guide) for this vehicle shall be made part of this Agreement. Provided, any terms or conditions on such window form which conflict with the terms and conditions of this Agreement, shall govern.
18. The parties agree the term "DEPOSIT" (as used herein) means any deposit paid by the Purchaser to secure, order, or hold Vehicle(s) from Dealer., or its Affiliates. Deposit made by Purchaser is **non-refundable**.
19. Federal Excise Tax will be remitted on the vehicle(s) listed on the front page of this agreement. Purchaser agrees any additions added to the vehicle(s) and not listed on the front page of this agreement which are subject to said tax will be reported to and paid directly by the Purchaser to the Internal Revenue Service.
20. Purchaser is solely responsible to conduct its own due diligence when determining engine size, torque ratings, tires and wheel size, and all other specifications necessary for the proper use of any motor vehicle. Purchaser is solely responsible to ensure any changes made by the manufacturer to the vehicle in the build process conforms to its uses, needs, and requirements. Dealer is not responsible for any changes between orders submitted to the manufacturer and vehicles delivered by the manufacturer.
21. Purchaser acknowledges, understands, and agrees that Dealer may commingle the deposit with Dealer's other funds, and that neither Dealer nor its Affiliates shall be required to place the deposit in a trust account or to pay Purchaser interest thereon.
22. For the purposes of this Agreement and all attendant documents, "Affiliates" shall mean any individual, joint venture, partnership, corporation, business entity, member or stockholder which controls, is controlled by, or is under common control with, or the management and operations of which are substantially influenced by, Dealer.
23. This Agreement is the exclusive agreement between the parties with respect to its subject matter and as of its reference date supersedes all prior agreements, negotiations, representations, and proposals, written or oral, related to its subject matter. Its terms cannot be modified, supplemented or rescinded except by an agreement in writing signed by an authorized representative of all parties. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement.
24. In the event that any portion of this Agreement shall be held to be unenforceable, the remaining portions of this Agreement shall remain in full force and effect.
25. Except as otherwise provided in this document, this Agreement may be modified, superseded, or voided only upon the written and signed agreement of the parties.
26. This Agreement and any disputes arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Utah except for that portion relating to conflicts of laws. Any matter involving interpretation or enforcement of this Agreement shall be brought in the state or federal courts in Salt Lake County, Utah. The parties hereby accept the jurisdiction of those courts.
27. The Dealer does not have control of additional surcharges added by the manufacturer after the order date. Any such surcharges will be passed on to the Purchaser, and documentation supporting those surcharges will be provided to the Purchaser.

VIN # _____

Teton County

Customer Company Name



Signature

Date

Make Checks Payable to IDAHO FALLS PETERBILT, INC.

Deposit Amount: \$ _____

IDAHO FALLS PETERBILT, INC.

Signature

Date