



Route 1, Lafayette Rd. - P.O. Box 971
PORTSMOUTH, NH 03801
Phone: (603) 431-2822 Fax: (603) 430-3030
PORTFORDUCC.COM

BUYER'S ORDER

WHEN YOU COME TO PICK UP YOUR VEHICLE, YOU WILL NEED THE ITEMS CHECKED:

- ☐ BRING YOUR CO-SIGNER.
- ☐ BRING TITLE TO YOUR TRADE.
- ☐ BRING YOUR DOWNPAYMENT \$ _____
- ☐ BRING PROOF OF INCOME.
- ☐ BRING PROOF OF FIRE, THEFT AND COLLISION INSURANCE.
- ☐ _____
- ☐ _____

PURCHASER _____ DATE _____
CO-PURCHASER _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____ TEL. _____
DATE OF BIRTH _____ E-MAIL _____ STOCK
DATE OF BIRTH _____ SALESMAN _____ NUMBER _____

I hereby agree to purchase from you under terms and conditions specified below and on page 2 hereof, the following:

<input type="checkbox"/> NEW	YEAR	MAKE	MODEL	<input type="checkbox"/> 2 DOOR	<input type="checkbox"/> WAGON	VEHICLE IDENTIFICATION NUMBER
<input type="checkbox"/> USED	COLOR	INTERIOR	CYL.	<input type="checkbox"/> 4 DOOR	<input type="checkbox"/> TRUCK	
			TRANSMISSION <input type="checkbox"/> AUTO <input type="checkbox"/> STD	MILEAGE	APPROX. DEL. DATE - IF LEFT BLANK DEALER DOES NOT AGREE TO HOLD VEHICLE.	

NEW VEHICLE WARRANTY

- ☐ STANDARD NEW VEHICLE MANUFACTURER WARRANTY
- ☐ OTHER _____

BUYER'S DISCLOSURE (TRADE-IN):

USED CAR TRADED IN: YEAR _____ MAKE _____
MODEL _____ MILEAGE _____ TYPE _____
COLOR _____ VIN _____ CYL _____
PRINCIPLE USE OF VEHICLE _____
MECHANICAL DEFECTS KNOWN _____

Type of damage, if any known, including any that was repaired.

BALANCE OWED TO (LIENHOLDER) _____
LIENHOLDER'S ADDRESS _____
CUSTOMER'S ESTIMATE OF PAYOFF AMOUNT _____ \$ _____
USED VEHICLE ALLOWANCE _____ \$ _____
ACTUAL CASH VALUE _____ \$ _____
OVER ALLOWANCE _____ \$ _____

NOTICE TO PURCHASER: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. 2. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT. BUYER ACKNOWLEDGES RECEIPT OF COPY OF THIS CONTRACT. THIS ORDER IS NOT VALID UNTIL ACCEPTED BY THE DEALER. 3. CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "THE INFORMATION YOU SEE ON THE F.T.C. WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE."

IF VEHICLE IS FINANCED, PLEASE ARRANGE FOR FIRE, THEFT AND COLLISION INSURANCE BEFORE DELIVERY. I/we certify that I/we are of legal age to execute binding contracts in this state.

SECURITY INTEREST: Seller retains an interest in the motor vehicle described in this contract to secure payment and performance of the buyer's obligation under this contract.

I HAVE READ THE MATTER ON PAGE 2 HEREOF AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE. I/we, the purchaser(s), authorize you (seller) to check my/our credit and employment history and to answer questions about credit experience with me/us.

Purchaser's Signature _____ Date _____

Co-purchaser's Signature _____ Date _____

Accepted by **PORTSMOUTH FORD USED CAR CENTER** by: _____

Name and Title

ADDITIONAL TERMS AND CONDITIONS

1. As used in this Order the terms (a) "Seller" shall mean 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 Seller that Seller is in no respect the agent of Manufacturer, that Seller 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 Seller and Manufacturer with respect to new motor vehicles.

2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to 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 cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order.

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 motor vehicle. If such appraised value is lower than the original allowance therefor shown on Page 1 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 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 part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such 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 upon 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 of the motor vehicle specified on Page 1 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 ANY USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY, AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED; THEREFORE, WITH RESPECT TO THE SELLER, THE VEHICLE IS SOLD "AS IS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE VEHICLE IS WITH THE BUYER AND/OR MANUFACTURER, AND IF THE VEHICLE PROVES DEFECTIVE AFTER PURCHASE, THE BUYER AND/OR MANUFACTURER, NOT THE SELLER, SHALL ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR.

USED VEHICLE WHETHER OR NOT SUBJECT TO A MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY, MECHANICAL BREAKDOWN INSURANCE OR SERVICE CONTRACT IS FURNISHED BY SELLER 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 INCIDENTAL DAMAGES.

10. This contract is made under and governed by New Hampshire law and is the final, complete and exclusive statement of the parties agreement.

11. USED VEHICLES ONLY. The information you see on the window form for this vehicle is part of the contract. Information on the window form overrides any contrary provisions in the contract of sale.