

ADDITIONAL TERMS AND CONDITIONS

The below terms shall apply to this transaction to the fullest extent permitted by law:

1. **DEFINITIONS.** As used in this agreement the terms (A) "Dealer" shall mean 1st Gear Auto, Inc. d/b/a North Coast Auto. (B) "Purchaser" shall mean the party initiating this agreement as stated on the face of the agreement. (C) "Manufacturer" shall mean the corporation that manufactured the vehicle or chassis, it being understood, by the Purchaser and Dealer that the Dealer is in no respect the agent of the Manufacturer, that the Dealer and Purchaser are the sole parties to this agreement and that reference to the Manufacturer is for the purpose of explaining generally certain contractual relationships existing between the Dealer and Manufacturer.
2. **TRADE-IN VEHICLES.** If the Purchaser is delivering a used motor vehicle as part of the purchase price and the delivery will not be made until delivery of the Purchaser's ordered vehicle, the Dealer shall have the right to reappraise the Purchaser's used vehicle at the time of delivery of the purchased vehicle. The reappraised amount shall be the amount allowed for the used vehicle in this transaction. If the Purchaser is dissatisfied with the reappraisal, the Purchaser may cancel this agreement provided that the cancellation occurs prior to the delivery of the new vehicle.
3. **TITLE TO THE USED VEHICLE.** Any used vehicle delivered by the Purchaser to the Dealer, in connection with this transaction, shall be accompanied by title documents sufficient to enable the Dealer to obtain a title to the vehicle in accordance with applicable state law. The Purchaser warrants that any used vehicle delivered to the Dealer is properly titled to the Purchaser and that the Purchaser has the right to sell or otherwise convey such vehicle and that such vehicle is free and clear of liens or encumbrances except as may be noted on the reverse side of this agreement. Purchaser warrants also that the used car title is free of the salvage/rebuilt designation. Purchaser certifies the miles on the trade vehicle are accurate or has notified Dealer in writing that the odometer is not correct.
4. **PURCHASER'S REFUSAL TO PURCHASE.** In the event of any failure by the Purchaser to perform the Purchaser's obligations, including but not limited to, any failure to take delivery of or to pay the agreed purchase price for the ordered motor vehicle, the Dealer shall be permitted to retain any amount previously paid by the Purchaser as liquidated damages for the Purchaser's default. If the Purchaser has delivered a used motor vehicle to the Dealer as part or all of the purchase price, the Dealer may sell the used vehicle and retain the proceeds. Purchaser acknowledges that the aforesaid amounts represent a reasonable estimate of damages that Dealer will suffer and that the aforementioned charges should be construed as liquidated damages for Purchaser's breach and not a penalty.
5. **TAX LIABILITY.** The Purchaser shall be liable for all sales, use or other taxes relating to the transaction unless such payment otherwise is prohibited by law, provided that the Purchaser shall in no event be liable for any taxes calculated on the Dealer's income.
6. **FORCE MAJEUR.** The Purchaser understands that the Dealer shall not be liable for any damages resulting causes beyond the Dealer's exclusive control, including, but not limited to, fire, flood, explosion, act of terrorism, accident, war, strike, embargo, governmental requirement, civil or military authority or Act of God, inability to secure materials not in such party's possession, acts or omission of common carriers, or any other causes beyond their reasonable control ("Force Majeure").
7. **FACTORY WARRANTY.** Unless a separate written document showing the terms of any dealer warranty or service contract is signed by the Dealer and furnished to the Purchaser, any warranty on any new vehicle or used vehicle still subject to the Manufacturer's warranty is that made by the Manufacturer only. THE DEALER HEREBY DISCLAIMS TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ALL WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. **USED VEHICLE – WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY. UNLESS A SEPARATE WRITTEN DOCUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS SIGNED BY THE DEALER AND FURNISHED TO THE PURCHASER, THIS VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIR OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE USED VEHICLE.**
9. **GOVERNING LAW.** The Agreement, the relationship of the parties and the purchase of this motor vehicle shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio. The parties acknowledge that this transaction bears a reasonable relation to said state.
10. **NOTICE OF DISPUTE, CURE PERIOD.** The party alleging the breach must provide the other party with written notice setting forth the facts of the breach in detail, and neither party will have the right to commence any mediation or arbitration hearing until such written notice is given. The party alleged to have breached this Agreement will have sixty days from receipt of the written notice to correct the alleged breach. If the alleged breach is not corrected within the sixty day period, then either party will have the right to request mediation and arbitration as provided herein to determine their rights under this Agreement.
11. **MEDIATION AND ARBITRATION OF DISPUTES.**
 - (a) Whether or not requested by either party, no litigation of any dispute, claim or controversy arising out of or relating to this Agreement, the relationship of the parties or the purchase of a vehicle from Dealer may be commenced until the matter has been submitted to JAMS for mediation. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration, litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence arbitration with respect to the matters submitted to mediation until after the completion of mediation, or ninety (90) days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of arbitration, if the parties so desire. The parties agree that their attorneys' fees incurred during mediation shall not be included in any subsequent measure of damages, it being understood that such fees shall be incurred equally by the parties in order to resolve their dispute. Mediation shall occur in a face-to-face meeting in Cleveland, Ohio, in which the parties and their representatives shall personally appear.
 - (b) Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including any allegations of fraud, misrepresentation, or violation of any federal, state, or local law or regulation, the determination of the scope or applicability of this agreement to arbitrate, or relating to the relationship of the parties or the purchase of a vehicle from Dealer, shall be determined by arbitration in Cleveland, Ohio, before three arbitrator(s). The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
 - (c) The enforceability and validity of the arbitration provisions in this Agreement shall be governed by and interpreted under the Federal Arbitration Act, 9 U.S.C. Sections 1-16. The provisions of this Section may be enforced by any Court of competent jurisdiction, and notwithstanding anything to the contrary herein, the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is sought.
12. **POWERS OF ARBITRATOR.** The authority of the Arbitrator will be limited to making a finding, judgment, decision, and award relating to the interpretation of or adherence to the written provisions of this Agreement, as well as determining whether the dispute itself is arbitrable. The Federal Rules of Evidence (the "Rules") will apply to all Arbitration hearings. The introduction of all evidence, testimony, records, affidavits, documents, and memoranda in any Arbitration hearing must comply in all respects with the Rules and the legal precedents interpreting the Rules. Both parties will have the absolute right to cross-examine any person who testifies against them or in favor of the other party. The Arbitrator will have no authority to add to, delete from, or modify the terms and provisions of this Agreement. All findings, judgments, decisions, and awards of the arbitrator will be limited to the dispute or controversy set forth in the written demand for Arbitration and the issue of the arbitrability of the claims, and the Arbitrator will have no authority to decide any other issues. The Arbitrator will not have the right or authority to award damages except as set forth below. All findings, judgments, decisions, and awards by the Arbitrator will be in writing, will be made within ninety days after the Arbitration hearing has been completed, and will be final and binding on the parties. Notwithstanding any term set forth herein, the written decision of the Arbitrator will be deemed to be an order, judgment, and decree and may be entered as such in any Court of competent jurisdiction by either party in any jurisdiction.
13. **WAIVER OF CLAIMS.** The Purchaser must give the Dealer immediate written notice of any alleged breach of this Agreement by the Dealer. If the Purchaser does not give the Dealer written notice of an alleged breach within one year from the date that the Purchaser has knowledge of circumstances reasonably indicating that the Purchaser may have a claim for a breach of this Agreement by the Dealer, then the alleged breach will be deemed to be waived by the Purchaser in all respects and the Purchaser will be barred from commencing any legal or other action against the Dealer for that alleged breach. Under no circumstances shall Dealer be required to cure, mediate, litigate or otherwise respond to a demand for performance or for damages beyond the aforesaid time period.
14. **NO COLLATERAL ESTOPPEL OR CLASS ACTIONS.** The Arbitrator's findings and awards may not be used to collaterally stop (prevent) the Purchaser, the Dealer, or any other party from raising any like or similar issue, claim, or defense in any other or subsequent Arbitration, litigation, court hearing or other proceeding involving third parties. No party except the Dealer and the Purchaser and their officers, Directors, shareholders, and personal guarantors (as applicable) will have the right to join in or become a party to any Arbitration proceeding arising under this Agreement, and therefore, the Arbitrator will not be authorized to permit class actions (as defined in the Federal Rules of Civil Procedure) or to permit any person or entity that is not a party to this Agreement to be involved in or to participate in any Arbitration hearings conducted pursuant to this Agreement.
15. **LIMITATION OF DAMAGES.** Each of the parties hereby waives, to the fullest extent permitted by law, any right to or claim for punitive, exemplary, incidental, indirect, special, or consequential damages, including, without limitation, loss of future profits and attorneys fees (except as set forth herein), arising out of any cause whatsoever, whether based on contract tort or strict liability, and agrees that, in the event of a dispute, the recovery of either party will be limited to the recovery of any actual damages sustained by it.
16. **INSPECTION.** The purchaser acknowledges that (1) he has had an adequate and full opportunity to inspect the motor vehicle that is the subject of this transaction, including without limitation the opportunity to have a third party or mechanic or appraiser of his choice inspect the vehicle; (2) he has had an adequate and full opportunity to request from the seller all information pertinent and material to this transaction; (3) Dealer has directed purchaser to, and provided him with information sufficient to obtain reports from, third party motor vehicle history companies such as Carfax and Autocheck; (4) such inspections, companies, reports and appraisals may disclose the presence of prior vehicle history, including the existence of prior damage to the vehicle or its frame, and (5) Dealer has furnished all such information that the purchaser has reasonably requested, that the purchaser has reviewed and/or considered all such information, and that the purchaser is satisfied with all such information.
17. **AS A RESULT OF THE ABOVE RIGHT OF INSPECTION AND THE PROVISION AND/OR AVAILABILITY OF THE ABOVE INFORMATION BY DEALER OR BY THE ABOVE THIRD-PARTIES, PURCHASER ACKNOWLEDGES THAT SUCH INFORMATION IS EQUALLY AVAILABLE TO BOTH DEALER AND PURCHASER. PURCHASER THEREFORE REPRESENTS AND WARRANTS THAT, FOLLOWING HIS INSPECTION OF (OR OPPORTUNITY TO INSPECT) THE VEHICLE AND THE ABOVE REPORTS, HE HAS BEEN FULLY-INFORMED OF ANY AND ALL OF THE VEHICLE'S DEFECTS AND DAMAGE (INCLUDING POSSIBLE FRAME DAMAGE, IF ANY), WHETHER HIDDEN OR NOT HIDDEN, KNOWN OR UNKNOWN, SEEN OR UNSEEN.**
18. **WAIVER OF JURY TRIALS.** Except where specifically prohibited by state law, if any dispute is not subject to Arbitration under this Agreement, then each of the parties agrees that the trial of any legal action arising under this Agreement or the relationship of the parties will be heard and determined by a judge who will sit without a jury. Either party may file an original or copy of this Agreement with any Court as written evidence of the consent by the parties to the waiver of their right to trial by jury.
19. **VENUE AND JURISDICTION.** All Arbitration hearings must and will take place exclusively in Cleveland, Ohio. All court hearings, mediation hearings or other hearings initiated by either party against the other party must and will be venued exclusively in Cleveland, Ohio. The parties hereby agree and submit to personal jurisdiction in Cuyahoga County, Ohio, in connection with any Arbitration hearings, court hearings, or other hearings, including any lawsuit challenging the arbitration provisions of this Agreement or the decision of the Arbitrator, and do hereby waive any rights to contest venue and jurisdiction in Cuyahoga County, Ohio and any claims that venue and jurisdiction are invalid. Notwithstanding this Section, any actions brought by either party to enforce the decision of the Arbitrator may be venued in any court of competent jurisdiction.
20. **SEVERABILITY.** It is the desire and intent of the parties to this Agreement that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policy applied in each jurisdiction in which enforcement is sought. Accordingly, if any part of this Agreement is adjudicated to be invalid or unenforceable, then this Agreement will be deemed amended to delete that portion thus adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of this Agreement in the particular dispute in which the adjudication is made. Further, to the extent any provision of this Agreement is deemed unenforceable by virtue of its scope, the parties to this Agreement agree that the same will, nevertheless be enforceable to the fullest extent permissible under the laws and public policies applied in such jurisdiction where enforcement is sought, and the scope in such a case will be determined by Arbitration as provided herein.