

**US CAR EXPORT LTD  
LUCIE E MYERS  
28220 COUNTY ROAD  
LITTLE TORCH KEY  
FLORIDA 33042 USA**

**Email: [uscarexport@aol.com](mailto:uscarexport@aol.com)  
[WWW.USCAREEXPORT.COM](http://WWW.USCAREEXPORT.COM)**

**Tel: + 305-872-1462 Florida  
+ 631-749-0908 New York  
Fax: + 305-872-9645**

## **BINDING ORDER OF A NEW EXPORT VEHICLE**

DATE:

Purchasers' Name :

Address:

Telephone number:

Fax number:

Email:

The above named party ("Purchaser") agrees to purchase the following vehicle from US CAR EXPORT LTD ("Seller") according to the conditions listed below:

Vehicle Year/Type/Make/Model:

Options, Equipment:

**Terms of Payment and Export Shipment:**

The Automobile will be exported to : \_\_\_\_\_  
by Seller, upon receipt of payment via SWIFT wire transfer.  
All shipments must be prepaid in full prior to export.  
Delivery time : About one month from arrival of funds in  
US CAR EXPORT LTD bank account.  
Delivery address:  
please indicate for documents \_\_\_\_\_

**Purchase Price:** USD \$

**Total Amount Due:** USD \$

**Please use the following data when transferring money:**

**SWIFT Code: CITIUS33 (SWIFT send via Citibank New York)**

**Wires can also be sent via Deutsche Bank,  
Chase New York or Wachovia New York**

**For further credit to:**

**Bank: First State Bank of the Florida Keys  
1202 Simonton St.  
Key West Florida 33040 USA**

**ABA Routing Code: 067000438**

**Account number: 0700007069**

**Account holder: US CAR EXPORT LTD  
28220 County Rd.  
Little Torch Key, FL 33042**

**Terms and Conditions:**

Until full payment has been received the vehicle remains the property of Seller, who shall bear the risk of loss until full payment is received. This order is not binding upon Seller until accepted in writing by Seller. Seller shall have fulfilled the agreement upon the delivery of the specified vehicle to Purchaser. If Seller cannot fulfill this contract for any reason, Seller may refund Purchaser or supply vehicle of equal value and be relieved of any further obligations to Purchaser.

The additional terms and conditions on the reverse side are included in the terms of this Agreement.

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Signature of the Purchaser

\_\_\_\_\_ Date

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Signature of Seller,US CAR EXPORT LTD

\_\_\_\_\_ Date

**TERMS AND CONDITIONS**

1. PAYMENT & CREDIT. In case any amount shall not be paid when due or upon Purchaser's breach or default in any term or condition of this contract with Seller, all sums owing under this contract shall at the option of Seller, at once become due irrespective of the terms of sale.

2. WARRANTIES. Purchaser agrees that the Seller makes no warranty in fact or in law that the vehicle which is the subject of this sale is suitable for any particular use or purpose and that the suitability of the merchandise for any use is the sole responsibility of the Buyer. Purchaser acknowledges that Seller makes no warranty of any kind and that Purchaser shall look solely to the manufacturer of the vehicle with respect to any warranty or product liability claims.

3. ENTIRE AGREEMENT; AMENDMENT. This Agreement contains the entire agreement of the parties hereto relating to the subject matter hereof, and there are no written or oral terms or representations made by either party other than those described herein. No amendment or modification of this Agreement shall be valid or binding unless made in writing and duly executed by each of the parties hereto. There are no options, warranties or conditions, express or implied, statutory or otherwise, except those herein specifically contained.

4. NOTICES. All communications provided for hereunder shall be in writing, and if to Seller, mailed or delivered to Seller at the address stated on the face of this contract or to such other address as Seller or its agent may hereafter designate, or if to Purchaser, mailed or delivered to Purchaser at its address designated on the face of this contract or at such other address as Purchaser may hereafter designate.

5. JURISDICTION. The parties consent to the exclusive jurisdiction of the State of Florida for purposes of resolving any disputes in any way related to the terms of this Agreement. The parties consent that any process or notice of motion or other application to either of said courts, and any paper in connection with such proceedings may be served within or outside of the State of Florida by certified mail or registered mail or by personal service or any such other manner as may be permissible under the rules of the applicable court.

6. FORCE MAJEURE. In the event of the occurrence of conditions beyond the reasonable control of Seller, including without limitation, war, fire, explosion, flood, strike, labor disputes, accident, breakdown, emergency repair or maintenance, riot, act of governmental authority, acts of God or any other event interfering with the production, supply, transportation or consumption of the vehicle sold hereunder, or with the supply or consumption of any raw material used in connection therewith, the obligations of the parties to perform hereunder shall be suspended until the cessation of such conditions, at which time the obligations of the parties hereunder which shall have been so suspended shall be promptly reinstated.

7. MISCELLANEOUS. The validity, construction, effect, performance, and enforcement of this Agreement and the rights and obligations of the parties hereunder shall be governed in all respects by the laws of the State of Florida, without reference to its conflict of laws provisions. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement. Section and subsection headings herein are for convenience only and shall not be considered in interpreting this Agreement. No delay or failure by Seller in exercising any of its rights, remedies, powers, or privileges hereunder, at law or in equity, and no course of dealing between Seller and Purchaser or any other person shall be deemed a waiver by Seller of any such rights, remedies, powers, or privileges, even if such delay or failure is continuous or repeated, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise thereof by Seller or the exercise of any other right, remedy, power, or privilege by Seller. Every portion of this Agreement is intended to be severable. Whenever possible, each such provision shall be interpreted in such manner as to be valid and enforceable under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be unenforceable to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.