

Date

APRIL

19

52

Dealer's Name

SECURITY MOTORS

Address

660 ST
SECURITY ONT.

Please enter my order for the following to be delivered on or about.....

MAY 10, 1952.

according to the following terms and specifications:

Quantity

(New or Used)

Make

Model

Equipped with extra accessories.....

and including the General Motors Owner Service Policy.

For the sum of \$.....and my (our) Used Car(s)
described as follows:—

Year Make Model Serial Number

Liens if any.....Payable to.....Contract No.....

TERMS OF PAYMENT:—

Deposit with Order \$

Cash on Delivery

Balance owing \$

Payable in.....Monthly Instalments of.....Each

1. I have carefully examined the motor vehicle herein above described and I declare that it is in good order and satisfactory in every respect.

2. I have read the matter on the back hereof and agree to it as part of this Order the same as if it were printed above my signature.

3. The front and back of this order comprise the entire agreement effecting this purchase and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized.

4. It is expressly agreed that there are no Conditions, no Warranties (either legal or conventional or contractual, including the legal Warranty for latent defects, the Warranty printed on the back hereof being hereby expressly accepted in lieu of all other Warranties) or Representations, express or implied, statutory or otherwise, made by the Dealer or the Manufacturer, its Officers or Agents, on the Motor Vehicle, Chassis or Part furnished hereunder, nor shall any Agreement collateral hereto be binding upon the Dealer unless endorsed hereon in writing.

This Order is not Binding and does not constitute an Agreement on the part of the Dealer until it is Accepted in Writing by the Dealer or Sales Manager.

I hereby acknowledge receipt of a copy of this order.

Purchaser's Signature

Address

Salesman

Approved and Accepted

Dealer.

The Purchaser represents and guarantees that the title to the motor vehicle, which is being taken from him in exchange, is clear and free from all liens or encumbrances; but it is agreed that the Dealer may satisfy any charge now or hereafter existing or to arise or to be claimed upon the said motor vehicle, and the amount so paid shall be a claim against the motor vehicle herein ordered, or added to any claim the Dealer has for unpaid purchase price or otherwise against the said motor vehicle, and the title to this motor vehicle shall not pass until such amount or amounts has (have) been paid in full by the Purchaser to the Dealer, failing which the Dealer shall be at liberty to exercise in respect of these amounts the rights and remedies referred to in the sales contract covering the sale of the motor vehicle and applying to any unpaid balance therefor.

2. The Purchaser agrees that if the used motor vehicle being taken in exchange as part payment is not delivered to the Dealer on or before the signing hereof, the Dealer may appraise the said used motor vehicle upon delivery, and the amount of such last appraisal shall be the amount allowed for the used motor vehicle, and the Purchaser will pay the difference, if any, between such last appraisal and the amount of the allowance as stated above.

3. In consideration of the acceptance of this order the Purchaser agrees, if the motor vehicle order thereby is shipped or delivered before payment for the same is made in full by the Purchaser, that the right and title to the same shall remain in the DEALER until the price thereof and any cheque, bill or note given therefor or any renewal thereof or any part thereof is paid in full, and that in case of failure to make any payment as and when the same becomes due, or if the DEALER does not consider himself sufficiently protected or upon the DEALER being unable for any reason to finance the GMAC contract with the General Motors Acceptance Corporation, the whole of the balance then outstanding shall immediately become due and payable notwithstanding any delays given for payment, and the DEALER will have the right to retake possession of such motor vehicle with or without process of law (all payments made therefor to be forfeited to the Dealer as rental and liquidated damages and not as a penalty), and the DEALER may sell forthwith the said vehicle at public auction or private sale with or without notice to the Purchaser, after effecting such repairs and changes as the Dealer may consider necessary to put the same in saleable condition, the net proceeds of such sale, after allowing for costs of repairs and changes and selling expenses, including a reasonable amount for overhead and storage, to be credited on account of any balance then outstanding, for which the Purchaser shall still remain liable. Any surplus shall be paid to the Purchaser.

4. It is further agreed, if for any reason the DEALER is unable to deliver the said motor vehicle within a reasonable time, this order may be cancelled by either party hereto, and in this case the DEALER shall be obliged to return the deposit to the Purchaser, and upon the same being so returned it shall operate as a full release of all claims which the Purchaser may have or claim he has against the DEALER by reason of said non-delivery without any further or other releases from the Purchaser.

5. The Purchaser further agrees that if he does not accept delivery of the motor vehicle in accordance with the terms hereof this Order may be cancelled by the DEALER and all monies paid as a deposit, including any vehicle taken in exchange, may be retained by the DEALER as liquidated damages and not as a penalty.

6. It is expressly agreed, in the event of this Order being cancelled, any used motor vehicle which may have been taken in exchange as part payment of purchase price and sold by the DEALER previous to such cancellation, shall be accounted for by the DEALER at the price sold (selling price, less repairs and all handling and selling expenses, including a reasonable amount for overhead and storage) and not at the price which the DEALER may have agreed to allow for the said used motor vehicle if the motor vehicle ordered herein had been delivered to and accepted by the Purchaser.

7. It is expressly agreed that the DEALER does not guarantee the year model of any used vehicle sold hereby.

8. It is mutually understood and agreed between the Purchaser and the DEALER that while the DEALER may agree to give reasonable assistance in teaching the Purchaser, or his representative, to operate the said motor vehicle, the Purchaser assumes all liability for damages while being taught to operate the same.

9. This Order is understood to be subject to contingencies of transportation, fires, strikes or other causes beyond the control of the DEALER.

WARRANTY

The MANUFACTURER warrants each new vehicle (including original equipment placed thereon by the MANUFACTURER, except tires) chassis or parts manufactured by it, to be free from defects in material or workmanship under normal use and service, its obligations under this Warranty being limited to making good, at its factory, any part or parts thereof which shall within ninety (90) days after delivery of such vehicle to the original purchaser, or before such vehicle has been driven four thousand (4000) miles, whichever event shall first occur, be returned to it, with transportation charges prepaid, and which its examination shall disclose to its satisfaction to have been thus defective; and the Purchaser expressly accepts this Warranty as being in lieu of all other warranties or conditions, express or implied, legal or contractual and all other obligations or liabilities on the MANUFACTURER'S part, and the MANUFACTURER neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale of its vehicles. This Warranty shall not apply to any vehicle which shall have been repaired or altered outside of an authorized Service Station in any way so as in the judgment of the MANUFACTURER to affect its stability and reliability, nor which has been subject to misuse, negligence or accident.

The DEALER agrees to install any part or parts furnished under the Manufacturer's Warranty above on the vehicle covered in this Order without charge to the owner of such vehicle.

This warranty shall not apply to items of special Equipment, such as Dump Bodies, Hoists, Snow Plows, Graders, Third Axle installations; (trailing or driving, etc.) supplied for installation on Chevrolet or General Motors Truck units by outside Manufacturer, Distributors or other source of supply—and all or any service claims or complaints must be regarded as the responsibility of such Manufacturer, Distributor or source of supply.

The MANUFACTURER reserves the right to make changes in design or add any improvements on motor vehicles and chassis at any time without incurring any obligation to install same on motor vehicles and chassis previously purchased.

It is mutually understood that the Warranty, as printed above, applies only to new motor vehicles manufactured by General Motors of Canada, Limited, and does not apply in any way to any used motor vehicle, or new motor vehicle of any other make.