

Emad Hanna

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**From:** Jeevacation [jeevacation@gmail.com]  
**Sent:** Wednesday, August 18, 2010 11:44 AM  
**To:** Emad Hanna  
**Subject:** Re: LSJ ATV'S

Yes

Sent from my iPhone

On Aug 18, 2010, at 9:35 AM, "Emad Hanna" <[REDACTED]> wrote:

Jeffrey,

Just wanted to confirm before we purchased the ATV's that we will get two black Kawasaki 2010 750's at the estimated price of \$ 18,919 delivered to LSJ.

Thank you

Emad Hanna  
Project Controller  
HBRK Associates  
PO Box 400  
New York, NY 10150  
Ph (646) 862-4815  
Fax (646) 350-0221  
[REDACTED]

LSJ#399













# BUYERS GUIDE

**IMPORTANT:** Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

MACK	RD688S	1999	1M2P267C7XM039744
VEHICLE MAKE	MODEL	YEAR	VIN NUMBER
39744			
DEALER STOCK NUMBER (Optional)			

## WARRANTIES FOR THIS VEHICLE:



## AS IS - NO WARRANTY

YOU WILL PAY ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.



## WARRANTY



FULL



**LIMITED WARRANTY.** The dealer will pay N/A % of the labor and N/A % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

SYSTEMS COVERED:

DURATION:



**SERVICE CONTRACT.** A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

**PRE PURCHASE INSPECTION:** ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.





Parties are waiving their right to a jury trial and their right to bring or participate in any class action in court or through arbitration (this is referred to below as "the Class Action Waiver").

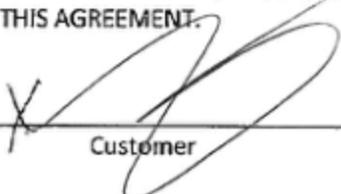
The arbitrators shall be attorneys or retired judges and shall be selected in accordance with the applicable rules. The arbitration award shall be in writing, but without a supporting opinion unless such an opinion is requested by one of the Parties. If you elect arbitration first, you will pay one half of any arbitration filing fee. We will pay the rest of the filing fee, and the whole filing fee if we elect arbitration first or if the arbitrator determines that applicable law requires us to do so or that you are unable to do so. We will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours. **We will also pay any fees and charges that the arbitrator determines that we must pay in order to assure that this Agreement is enforceable.** The arbitrator shall decide who shall pay any additional costs and fees. The arbitrator shall have the authority to award fees, costs, injunctive or equitable relief in accordance with this Agreement and applicable law.

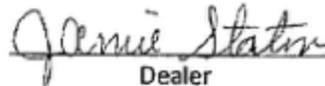
If a Party fails to arbitrate as required under this Agreement, the Party electing arbitration shall, unless prohibited by applicable law, be entitled to recover its/their attorneys' fees and costs incurred in compelling the other Party to arbitrate the Claim.

If any term of this Agreement conflicts with the terms of any other document or agreement between the Parties or the rules of the Arbitration Organization, the terms of this Agreement shall prevail. If any part of this Agreement other than the Class Action Waiver shall be deemed or found unenforceable for any reason, the remainder of the Agreement shall remain enforceable. If the Class Action Waiver shall be deemed or found unenforceable for any reason, the remainder of the Agreement shall be unenforceable.

You and we agree that the mutual promises in this Agreement constitute the consideration necessary to make this Agreement enforceable even if we do not enter into any further agreements concerning the Vehicle. This Agreement shall survive the termination, rescission or payment in full of any other sale, financing or lease agreement between Parties.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND AGREE TO THE TERMS OF THIS AGREEMENT.

X   
\_\_\_\_\_  
Customer  
  
\_\_\_\_\_  
Customer

  
\_\_\_\_\_  
Dealer  
APEX EQUIPMENT SALES, INC