

# DRAGON MOTOR CARS, LLC.

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## CONTRACT AGREEMENT FOR THE PURCHASE OF A DRAGON SERIES-II REPLICAR KIT

Dragon Motor Cars, LLC [hereinafter "DMC"] has a limited production of approximately one Dragon Replicar Kit [hereinafter "Kit"] per month. In order to reserve a Kit for future delivery, Buyer must agree to the following terms:

Deposit: To order a Series II Dragon Roadster Kit A la Carte requires a three thousand dollar (\$3000.00) deposit. Upon receipt of deposit and specific selections as set forth in this contract, DMC will send Buyer an itemized bill for the full purchase price of selected items. The prices contained on the supplied list are for reference purposes only and the purchase price listed upon DMC's itemized bill to follow are the only prices that will be honored by DMC. The itemized bill will also contain the balance due and an estimated shipping date. Production can begin upon receipt of an additional four thousand dollar (\$4,000.00) payment towards the invoice balance due, which indicates your approval of the kit items you selected as part of your Dragon Performance Package.

### Identification of Buyer:

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Phone: \_\_\_\_\_

### Payment and Requested Delivery(delivery date subject to availability and transportation schedule):

Method of Payment: \_\_\_\_\_

Kit Delivery Destination: \_\_\_\_\_ (FOB Factory)

Requested Delivery Date: \_\_\_\_\_

Frame & Body \_\_\_\_\_ extra crating fees apply if shipped separately)

Delivery of Kit: DMC is the owner of all merchandise covered by this order until full payment has been received for said merchandise. When Buyer's order is complete, DMC will notify Buyer. Buyer must pay for the Kit in full within one year from the date of the payment of the Deposit or the order for a Kit will be considered abandoned by Buyer. Once DMC receives the balance due from Buyer, Buyer may pick up his/her Kit or have it shipped.

Crating and Shipment: Crating Charge for a Basic Kit is \$500.00. F.O.B. Factory. If Buyer chooses, DMC can install temporary wheels and axles to allow rolling onto a car hauler for a deposit fee of \$350.00, refundable after return of the roller parts to DMC. Freight charges, whether for delivery or returns, are solely the responsibility of the Buyer. All risk of loss passes to Buyer upon delivery of Kit to carrier. Buyer acknowledges that all items are inspected prior to shipping and that shipping containers are designed to adequately protect merchandise from normal handling during transport. Any claim for shipping damage must be made by Buyer to the carrier making delivery.

Breach of Contract: If Buyer fails to make full payment of the purchase price, as well as shipping and crating costs, or otherwise cancels his/her order, such will be considered a breach of contract. Upon Buyer's breach, DMC shall be entitled to keep any and all money received on account as liquidated damages. Buyer acknowledges that he will have no right or claim to the merchandise ordered if this contract is breached. In the event of non-payment, DMC shall have the right to dispose of the merchandise in such manner as it chooses, without any liability to the Buyer.

Delivery: Actual delivery date is subject to availability of product. DMC shall not be liable in any way for failure or delay in delivery of items on or by requested delivery date or on or by estimated delivery date.

Limited Warranty: DMC warrants all Kit components against defects in materials and workmanship for ninety (90) days from receipt of merchandise by Buyer. This warranty applies to the original Buyer only and shall not be assignable. This warranty shall not apply to any DMC product which is used for a purpose for which it was not designed nor which has not been subjected to any modification, misapplication, misuse, negligence or otherwise been damaged. To qualify for this warranty DMC must inspect the part or product. Buyer agrees to pay all freight charges from and to DMC in connection with any warranty claim, including shipment to DMC for inspection. Any part or product found to be defective by DMC after inspection will be either repaired or replaced by DMC at the sole and exclusive option of DMC. All parts or products delivered to DMC which are rejected for warranty repair or replacement will be shipped back to Buyer upon receipt of payment for freight shipment.

**OTHER THAN THE WARRANTIES CONTAINED DIRECTLY ABOVE, DMC MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. THE GOODS SUBJECT TO THIS CONTRACT ARE NOT WARRANTED AS SUITABLE FOR ANY PARTICULAR PURPOSE. THE SUITABILITY OF GOODS FOR ANY PARTICULAR PURPOSE TO BUYER IS FOR BUYER, IN BUYER'S SOLE JUDGMENT, TO DETERMINE. DMC ASSUMES NO RESPONSIBILITY FOR THE SELECTION OR FURNISHING OF GOODS FOR THE INDIVIDUAL NEEDS AND PURPOSES OF ANY PARTICULAR BUYER. BUYER ASSUMES ALL RISK AND LIABILITY RESULTING FROM THE USE OF THE GOODS, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER GOODS. DMC EXPRESSLY EXCLUDES AND ASSUMES NO RESPONSIBILITY FOR THE PAYMENT OF CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR THE BREACH OF ANY WARRANTY. DMC NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR DMC ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF GOODS SOLD, AND THERE ARE NO ORAL AGREEMENTS OR WARRANTIES COLLATERAL TO OR AFFECTING THIS AGREEMENT.**

Assembly by Buyer: BUYER UNDERSTANDS AND ACKNOWLEDGES that Buyer is purchasing only the components of our Kit, plus options, as indicated in the above order portion of this form. Buyer understands and acknowledges that certain other parts must be obtained by Buyer, at Buyer's cost, from independent sources (such as engine and transmission and suspension parts) before Buyer will be able to assemble a completed Dragon Replicar.

Buyer's Assumption of Risk: BUYER FURTHER UNDERSTANDS AND ACKNOWLEDGES that DMC is neither the manufacturer of a vehicle nor the seller of a finished vehicle. Buyer assumes all risk and liability with respect to the Kit during assembly or with respect to use after assembly.

Independent Contractors: BUYER FURTHER UNDERSTANDS AND ACKNOWLEDGES that DMC has no affiliations or connection with any assembler of Kits, sources for parts or other service providers. While DMC may provide Buyer with the name or names of assemblers, sources for parts or other service providers, said contacts are independent contractors whose name was suggested only for the convenience of Buyer. Buyer should satisfy himself as to the competence and ability of the independent contractor before hiring him to aid in sourcing, assembly, service or completion of the Kit.

Licensing and Registration: Since licensing and registration requirements are subject to jurisdictional variation, **DMC MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ASSEMBLED DMC PRODUCTS WILL BE APPROVED FOR ROAD USE IN ANY JURISDICTION.** It is the full responsibility of the Buyer to comply with applicable licensing requirements through his own efforts.

**Your Order for a Dragon SeriesII Performance Package will include:** (Please specify from the supplied list)

Dragon SeriesII Bare Steel Space Frame with all brackets and mounting points (for radiator, suspension, motor, transmission, steering rack, battery, seat-belts), for Corvette C-4 Front Suspension and C-4 Rear Suspension	<b>\$6,000.00</b>
Dragon SeriesII Nose & Fiberglass Body with no doors, in White gel-coat finish, temporarily mounted to frame, with Windshield Frame & windshield support brackets, Dashboard, trunk lid, external hinges, trunk latch, "fasteners package" for body mounting and hood pivots	<b>\$6,000.00</b>
Aluminum Interior & Tub & Trunk panels; Aluminum "Diamond Plate" Floor panels	<b>\$1,500.00</b>
Fiberglass Seat Bases	<b>\$175.00</b>
Custom Steering Shafts, U-Joints, Heim-joints, Q/R Hub	<b>\$350.00</b>
<b>Assembly requires 1988 - 1996 Corvette C-4 Suspension components and steering rack, Corvette-style Wheels, Brakes, Differential, Shifter, Chevy Small Block Engine, transmission, drive shaft, etc. (not included with kit)</b>	
<b>OPTIONS/UPGRADES:</b>	
Frame Powder Coating	<b>\$750.00</b>
Dragon Custom headers and side-pipes with mufflers ready for coating(specify engine)	<b>\$1050.00</b>
Jet Hot Ceramic Header Coating	<b>\$550.00</b>
Plexi Glass Headlight Covers	<b>\$125.00</b>
Full-width DOM Roll Bar	<b>\$250.00</b>
Trunk-lid Spoiler	<b>\$75.00</b>
<b>TOTAL:</b>	

Modification and Waiver: No waiver or modification of this contract shall be valid unless it is in writing and signed by DMC. Any waiver or modification, either in writing or by act or omission, by DMC shall be limited and have effect only to the specific instance, act or omission, and shall not be considered a complete waiver of any future breach of the terms of this contract.

Complete Understanding: This contract constitutes the entire agreement between the parties with respect to the subject matter hereof. This contract supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject matter hereof.

Jurisdiction and Governing Law: This contract shall be subject to, and governed by, the laws of the State of New Hampshire. Except where prohibited by law, New Hampshire's Sullivan County Superior Court shall have sole jurisdiction over any dispute arising out of the terms of this contract.

Limitation on Time Period for Bringing a Legal Claim: Any legal action or suit against DMC for breach of any warranty must be brought within one (1) year of the date of delivery of the original ordered products to the original purchaser.

Enforceability: In the event that any provision of this contract is found to be invalid or unenforceable, all remaining provisions shall remain in full force and effect.

Headings: The headings in this Agreement are inserted for convenience only and shall not be considered in interpreting the provisions hereof.

Buyer acknowledges that he/she has been advised and has had an opportunity to review this contract with counsel and by signing this contract Buyer agrees to be bound by the terms as set forth in this document.

\_\_\_\_\_  
Buyer's Signature (date)