



# RECEIPT

**Buyer Details:****OTTSI 2020 Inventory #6**

, USA

Original Quote Date: September 4, 2019

Production Date: December 23, 2019

**Invoice Number:** 2020 Inventory #6\_4121**Sales Rep:** Rodney Lomax

Currency Type: USD

**Invoice Total: \$68,866.00****2020 Oliver Legacy Elite II Standard Floor Plan  
Travel Trailer**

VIN: 1Z9BC2324LH305026 Hull # 595

Description	Total
Legacy Elite II Standard Floor Plan	\$55,900.00
Cushions & Bedding <ul style="list-style-type: none"><li>Cushion/Bedding Option: Standard Foam Cushions</li></ul>	\$0.00
Upholstery <ul style="list-style-type: none"><li>Upholstery Option: Mink</li></ul>	\$0.00
Hypervent <ul style="list-style-type: none"><li>Hypervent Option: No Hypervent Condensation Prevention Matting</li></ul>	\$0.00
A/C System <ul style="list-style-type: none"><li>AC Option: Dometic Penguin II 11K BTU High Efficiency with Micro-Air Easy Start</li></ul>	\$399.00
Satellite/TV Antenna <ul style="list-style-type: none"><li>Antenna Option: Omni-Directional Antenna</li></ul>	\$299.00
Awning <ul style="list-style-type: none"><li>Awning Option: Powered Curb Side Awning</li><li>Awning Color Option: Onyx</li></ul>	\$599.00
Battery <ul style="list-style-type: none"><li>Battery Option: (4) 6V AGM Batteries for Legacy Elite II</li></ul>	\$1,199.00
Cabinet Door Face Styles <ul style="list-style-type: none"><li>Cabinet Option: Frosted Upper Cabinet Doors with Mirrored Doors on Rear Center of Cabin &amp; in Bathroom</li></ul>	\$0.00
Countertops, Tables & Accents <ul style="list-style-type: none"><li>Countertops Option: Fiber-Granite on all Countertops, Accents &amp; Tables</li><li>Fiber-Granite Color: Alpine (Brown)</li></ul>	\$1,799.00

Description	Total
Flooring • Flooring Option: Step Up Knox 890	\$0.00
Microwave • Microwave Option: Convection Microwave	\$449.00
Propane Tanks • LP Tanks Option: Two 20LB Tanks	\$0.00
Propane Quick Connects • LP Quick Connects Option: Front & Rear Propane Quick Connects	\$299.00
Toilet • Toilet Option: Standard Porcelain Low Profile Toilet	\$0.00
Water Heater • Water Heater Option: Truma AquaGo® Comfort Tankless Water Heater	\$1,299.00
Solar Package • Solar Package Option: 340 Watt Solar Package	\$2,799.00
Inverter • Inverter Option: 2000W Inverter	\$1,299.00
30 AMP Convenience Connection • 30 AMP Convenience Connection Option: No 30 Amp Convenience Connection	\$0.00
Cell Phone Booster • Cell Phone Booster Option: 4G Cell Phone Booster	\$629.00
WiFi Booster • WiFi Booster Option: Wi-Fi Booster	\$699.00
Backup Camera • Backup Camera Option: Backup Camera with wireless LCD display	\$799.00
Door Handle • Door Handle Option: Door Handle/Lock with Electronic Keypad	\$399.00
Hitch • Hitch Option: Standard Hitch	\$0.00
Storage Basket • Storage Basket Option: No Storage Basket	\$0.00
Rear Bumper Receiver • Rear Bumper Receiver Option: No Rear Bumper Receiver	\$0.00
Basement Access Door • Basement Access Door Option: No Basement Access Door	\$0.00

Description	Total
Auto Drain • Auto Drain Option: No Auto Drain	\$0.00
Shower Rod/Track • Shower Track Package Option: No Shower Curtain or Track	\$0.00
Graphics • Side Stripes: No Side Stripe Graphics • Front Logo Graphic: No Front Graphic • Rear Graphic (Tire Cover): No Rear Oliver Logo • Rear Name or Hull Number Graphic: No Name or Hull Number • Primary Graphics Color: None • Secondary Graphics Color: None	\$0.00
	Subtotal \$68,866.00
	<b>Total \$68,866.00</b>

**Notes:** 1) 2020 inventory trailer #6.

## OLIVER TRAVEL TRAILER SALES, INC.

### TERMS AND CONDITIONS OF SALE

1. Offer, Governing Provision, and Cancellation. This writing constitutes an offer to purchase by that party designated as Buyer and identified above to purchase those products described herein in accordance with the following terms and conditions. This writing is not an acceptance by Oliver Travel Trailer Sales, Inc. (hereinafter "Oliver") of any offer made and acceptance by Oliver of this offer made by Buyer is expressly conditioned upon Buyer's assent to these terms and conditions. Buyer will be deemed to have assented to these terms and conditions when Buyer signs and delivers this purchase order form, along with an initial deposit of \$5,000.00 to Oliver. Buyer shall be given a seven-day (7-day) grace period to cancel the order and receive a full refund. Cancellation after the seventh day shall result in a cancellation fee of \$1,500.00 being retained by Oliver, which cancellation fee shall be deducted from the amount of the deposit returned to the Buyer. A separate cancellation fee as detailed below will be applied if the Buyer cancels the order after the order has begun production.

No additional or different terms or conditions will be binding upon Oliver unless specifically agreed in writing by an executive officer of Oliver. No other representative of Oliver, including any non-executive officer employee, has any authority whatsoever to waive, alter, vary, modify, or add to the terms hereof. Oliver hereby expressly objects to any such additional or different provisions contained in any purchase order or other communication heretofore or hereafter received from Buyer.

This contract and these terms and conditions shall constitute the entire agreement between Oliver and Buyer with respect to this specific sale and shall be governed by and shall be construed according to the laws of the State of Tennessee.

No order may be cancelled or altered by the Buyer except upon terms and conditions acceptable to Oliver as evidenced by Oliver's written consent.

2. Prices. Prices shall be those prices as published in the current Oliver price list as of the date of the order.

Oliver reserves the right to change prices of any items at any time without notice. All prices listed are payable in U.S. dollars.

Only standard prices shall be allowed. No representative of Oliver, other than an executive officer of Oliver, has any authority whatsoever to waive, alter, vary, discount, add to, or in any fashion modify the current list prices.

When Oliver notifies Buyer that construction of the unit has commenced, Buyer shall pay Oliver a second deposit that, when aggregated with the initial deposit, shall amount to 50% of the unit purchase price. Upon commencement of construction of the unit, it is expressly agreed to by Buyer that an amount of the deposits equal to 15% of the total unit purchase price shall be converted into an advance payment for construction of the unit, and such advance payment shall not be refundable to Buyer under any circumstance except where Oliver is unable, for any reason, to deliver the unit in question under this agreement.

Depending upon the specifics of the order and at the agreement of Oliver and the Buyer, an additional advance payment may be required at the time the order is submitted to Oliver as an advance upon customization or other specific work required in order for Oliver to fill the order. Under no circumstances will this advance be refundable to Buyer upon cancellation or termination of the order to the extent such funds have been expended in the performance of the customization or other specific work requested. It is expressly agreed to by Buyer that such advances are not deposits for the purpose of securing an order but rather represent payment in advance for work to be performed by Oliver at Buyer's specific request.

Final payment is due upon delivery unless other terms have been approved by Oliver.

3. Taxes and Other Charges. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection, or testing fee or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Oliver and Buyer shall be paid by Buyer in addition to the prices listed herein. In the event that Oliver is required to pay any such tax, fee, or charge, Buyer shall reimburse Oliver therefore or, in lieu of such payment, Buyer shall provide Oliver at the time the order is submitted with an exemption certificate or other document acceptable to the taxing authority imposing the same.

4. Delivery, Claims, and Delays. Shipping terms for all products sold hereunder are FOB Oliver's facility in Hohenwald, Tennessee. Delivery of products to a carrier at Oliver's facility or other loading point shall constitute delivery to Buyer. Regardless of shipping terms or freight payment, all risk of loss or damage in transit shall be borne by Buyer. Oliver reserves the right to make delivery of multiple units in installments unless otherwise expressly so stipulated herein. Payment for each installment is due on delivery without regard to subsequent deliveries. All deliveries not in dispute shall be paid for regardless of other controversies relating to other delivered or undelivered products. Delay and delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Method and route of shipment shall be at the discretion of Oliver unless Buyer shall specify otherwise and such specification agreed to by Oliver; any additional expense of the method or route of shipment specified by Buyer shall be borne entirely by Buyer.

Claims for shortages or other errors in delivery must be made in writing to Oliver within ten (10) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance of all shipments made prior to Oliver's receipt of Buyer's notice of claim and shall constitute a waiver of all such claims by Buyer.

Claims by Buyer for lost or damaged products in transit shall be made to the carrier and not to Oliver. All delivery dates are approximate. Oliver shall not be liable for any damages as a result of any delay or failure to timely deliver due to any reason whatsoever. In the event of any such delay, Buyer's exclusive remedy for any such delay or for Oliver's inability to deliver for any reason shall be rescission of this agreement.

#### 5. Warranties - WHAT IS COVERED

Oliver Travel Trailers Inc. (Oliver) provides the following limited warranties with its recreational vehicle ("RV") which sets forth what Oliver will cover and what Oliver will do if a defect exists. Neither limited warranty is a guarantee about the RV for any time period. Please read them closely prior to your purchase of the RV.

Oliver Travel Trailers are manufactured for recreational purposes only, and are not intended for commercial, residential or rental purposes. Use for these purposes will void your warranty. Oliver Travel Trailers are built in accordance with manufacturer's specifications and any modifications not performed by Oliver will potentially

void your warranty.

These warranties only extend to the original retail purchaser, are not transferable, and begin on the date of original retail delivery.

**LIFETIME LIMITED BODY WARRANTY** - A Lifetime Limited Body Warranty covers manufacturer's defects in material and workmanship on the fiberglass body when the RV is used solely for its intended purposes of recreational travel.

In addition, since it is reasonable to expect that the RV will need some service during the warranty period, this Lifetime Limited Body Warranty does not extend to future performance. It only sets forth repairs Oliver will make if a defect exists and does not guarantee the RV's performance for any time period. Oliver is not responsible for any undertaking, representation, service agreement, or warranty beyond what is expressly set forth in this Lifetime Limited Body Warranty.

**LIMITATIONS AND DISCLAIMERS: THE LIFETIME LIMITED BODY WARRANTY IS PROVIDED EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF OLIVER. IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IF ANY, GIVEN BY LAW, WILL BE LIMITED TO AND NOT EXTEND BEYOND THE SCOPE OF COVERAGE AND BEYOND THE DURATION OF THE ABOVE LIFETIME LIMITED BODY WARRANTY.**

**OLIVER WILL NOT BE RESPONSIBLE OR LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE THAT RESULT FROM ANY DEFECT IN THE RECREATIONAL VEHICLE. THE DISCLAIMER OF CONSEQUENTIAL DAMAGES IS NOT DEPENDENT UPON THE LIFETIME LIMITED BODY WARRANTY FULFILLING ITS ESSENTIAL PURPOSE.**

**SOME STATES DO NOT ALLOW LIMITATIONS OF HOW LONG AN IMPLIED WARRANTY LASTS, OR ALLOW THE EXCLUSION OF LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU.**

**FIVE-YEAR LIMITED ALUMINUM CHASSIS UNDERCARRIAGE WARRANTY** - The Limited Aluminum Chassis

Undercarriage Warranty covers this RV for a period of five (5) years from the date of purchase by the original retail purchaser. The Limited Aluminum Chassis Undercarriage Warranty covers defects in material and workmanship on the aluminum chassis undercarriage when the RV is used solely for its intended purposes of recreational travel. Attached components such as tires, wheels, axles, springs, jacks, and hitches have their own specified manufacturer's warranty.

In addition, since it is reasonable to expect that the RV will need some service during the warranty period, this Limited Aluminum Chassis Undercarriage Warranty does not extend to future performance. It only sets forth repairs Oliver will make if a defect exists and does not guarantee anything about the RV for any time period. Oliver is not responsible for any undertaking, representation, service agreement, or warranty beyond what is expressly set forth in this Limited Aluminum Chassis Undercarriage Warranty.

**PLEASE NOTE: The Five-Year Limited Aluminum Chassis Undercarriage Warranty is not part of the separate Lifetime Limited Body Warranty or Two-Year Limited Body Warranty provided with the RV. The Five-Year Limited Aluminum Chassis Undercarriage Warranty will expire on the fifth-year anniversary date from the date of the first retail purchase.**

**LIMITATIONS AND DISCLAIMERS: THE FIVE-YEAR LIMITED ALUMINUM CHASSIS UNDERCARRIAGE WARRANTY IS PROVIDED EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF OLIVER. IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IF ANY, GIVEN BY LAW, WILL BE LIMITED TO AND NOT EXTEND BEYOND THE SCOPE OF COVERAGE AND BEYOND THE DURATION OF THE ABOVE FIVE-YEAR LIMITED ALUMINUM CHASSIS UNDERCARRIAGE WARRANTY.**

OLIVER WILL NOT BE RESPONSIBLE OR LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE THAT RESULT FROM ANY DEFECT IN THE RECREATIONAL VEHICLE. THE DISCLAIMER OF CONSEQUENTIAL DAMAGES IS NOT DEPENDENT UPON THE FIVE-YEAR LIMITED ALUMINUM CHASSIS UNDERCARRIAGE WARRANTY FULFILLING ITS ESSENTIAL PURPOSE.

SOME STATES DO NOT ALLOW LIMITATIONS OF HOW LONG AN IMPLIED WARRANTY LASTS, OR ALLOW THE EXCLUSION OF LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU.

**TWO-YEAR LIMITED PARTS WARRANTY** - The Limited Parts Warranty covers this RV for a period of two (2) years from the date of purchase by the original retail purchaser. The Limited Travel Trailer Warranty covers manufacturer's defects in material and workmanship on Parts manufactured and installed by Oliver when the RV is used solely for its intended purposes of recreational travel and under normal use. Parts shall include attachment points, furniture, plumbing, heating and electrical systems, LP gas lines, doors, cabinet doors, windows and related hardware.

In addition, since it is reasonable to expect that the RV will need some service during the warranty period, this Limited Parts Warranty does not extend to future performance. It only sets forth repairs Oliver will make if a defect exists and does not guarantee anything about the RV for any time period. Oliver is not responsible for any undertaking, representation, service agreement, or warranty beyond what is expressly set forth in this Limited Parts Warranty.

**PLEASE NOTE:** The Two-Year Limited Parts Warranty is not part of the separate Lifetime Limited Body Warranty or Five-Year Limited Aluminum Chassis Undercarriage Warranty provided with the RV. The Two-Year Limited Parts Warranty will expire on the second-year anniversary date from the date of the first retail purchase.

**LIMITATIONS AND DISCLAIMERS:** THE TWO-YEAR LIMITED PARTS WARRANTY IS PROVIDED EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF OLIVER. IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IF ANY, GIVEN BY LAW, WILL BE LIMITED TO AND NOT EXTEND BEYOND THE SCOPE OF COVERAGE AND BEYOND THE DURATION OF THE ABOVE TWO-YEAR LIMITED PARTS WARRANTY.

OLIVER WILL NOT BE RESPONSIBLE OR LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE THAT RESULT FROM ANY DEFECT IN THE RECREATIONAL VEHICLE. THE DISCLAIMER OF CONSEQUENTIAL DAMAGES IS NOT DEPENDENT UPON THE TWO-YEAR LIMITED PARTS WARRANTY FULFILLING ITS ESSENTIAL PURPOSE.

SOME STATES DO NOT ALLOW LIMITATIONS OF HOW LONG AN IMPLIED WARRANTY LASTS, OR ALLOW THE EXCLUSION OF LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU.

**HOW TO OBTAIN SERVICE** - In order to obtain warranty service under this Limited Warranty, the original purchaser must contact the Oliver Service Department for repairs. Oliver may recommend a local Service Center, or may request that you bring your RV to the Oliver factory for repairs. Repairs made without prior authorization may be subject to denial or only partial reimbursement.

Oliver does not control the scheduling of repairs at Service Centers it recommends, and repairs at the Oliver factory may not be immediately available. Therefore, you may encounter delays in scheduling repairs and/or completion of repairs. All costs associated with transporting the RV for any warranty service shall be the sole responsibility of the owner.

**NON-OLIVER PART** - Any part, appliance, or component of the RV that was not manufactured or installed by Oliver (Non-Oliver Part) carries its own warranty. Please refer to the warranties of Non-Oliver Part manufacturers for terms and conditions of coverage. These warranties only apply to the original purchaser and are not transferable. Oliver is not authorized nor obligated to repair any Non-Oliver Part. However, Oliver may assist the original purchaser with repairing any Non-Oliver Part through communicating with the vendor within the part

warranty period and may replace any damaged or defective Non-Oliver Part if authorized by the vendor. Please contact Oliver Service Department if you encounter any issues with Non-Oliver Part. Our staff will assist you with making arrangements for repairs.

**WHAT IS NOT COVERED BY THIS LIMITED WARRANTY** - This Limited Warranty does not provide coverage for any of the following:

- Normal deterioration due to wear or exposure, including but not limited to rust, corrosion, oxidation, and cosmetic blemishes.
- Normal maintenance and service items, including but not limited to light bulbs, fuses, and lubricants.
- Manufacturers defects in components and parts not manufactured by Oliver.
- After-market equipment or accessories installed on the RV after completion of manufacture by Oliver, or any defects or damage caused by such items.
- RV not purchased through an authorized dealer of Oliver, and RV purchased directly or indirectly through auction, salvage, repossession, or other non-customary sale means;
- Defects or damage caused by, in whole or in part, or in any way related to:
  - Accidents, misuse (including off-road use), or negligence.
  - Failure to comply with the instructions set forth in any owner's manual provided with the RV.
  - Alteration or modification of the RV except such alterations or modifications approved by Oliver.
  - Acts of God or other environmental conditions, such as lightning, hail, salt, or other chemicals in the atmosphere.
  - De-icing agents or other chemicals applied to the RV.
  - Failure to properly maintain or service the RV, including but not limited to the maintenance of lubricants, sealants, and seals.
  - Condensation and the results of condensation including water damage and the growth of mold or mildew. Mold and mildew are natural growths given certain environmental conditions and are not covered by the terms of this Limited Warranty.
  - The addition of weight to the RV that causes the RV's total weight to exceed applicable RV weight ratings, or addition of weight causing improper distribution of the weight of the RV.
  - Failure to seek and obtain repairs in a timely manner.
  - Failure to use reasonable efforts to mitigate damage caused by defects.
  - Failure to properly ventilate the RV.
  - Improper electric power supply or improper vehicle hookup to other.
  - Acts or omissions of any person or entity other than Oliver.

**DEALER REPRESENTATIONS EXCLUDED** - The entire Limited Warranty provided by Oliver is set forth herein.

Oliver will not be responsible for any additional representations or warranties made by any person or entity other than Oliver, and Oliver's obligations are solely as set forth in the terms and conditions of this Limited Warranty.

6. Exclusion of Consequential Damages and Disclaimer of Liability. Oliver's liability with respect to products sold hereunder shall be limited as provided in section 5 and with respect to other performance shall be limited to the contract price of the portion of the goods on which such liability is based.

**OLIVER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, OR OTHER THEORIES OF LAW, WITH RESPECT TO GOODS OR SERVICES FURNISHED BY IT OR WITH RESPECT TO ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATED THERETO.**

Without limiting the generality of the foregoing, Oliver expressly disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits, loss of use of equipment, cost of capital, cost of substitute products, facilities, or services, or any other type of economic loss or claim.

**OLIVER SPECIFICALLY DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER.**

7. Indemnification by Buyer. Buyer shall indemnify and hold Oliver, its officers, agents, employees, successors,

and assigns harmless from and against any and all losses, damages, or expenses of whatever form or nature (including attorneys' fees and other costs of defending any action) which they or any of them may incur as a result of any claim by Buyer or others arising out of or in connection with the products sold to Buyer and not proven to have been caused solely by a breach by Oliver of its express warranties in section 5, above, or caused solely by Oliver's negligence.

8. Changes and Improvements. Oliver may furnish suitable substitutes for materials or goods unobtainable because of priorities or regulations established by governmental authority or the unavailability of material or goods from suppliers. Oliver has no obligation to furnish Buyer with changes in the design or construction of goods previously shipped despite incorporation of such changes in current shipments. If the particular model of goods ordered by Buyer has been replaced by a new model, Oliver may at its option ship the new model of such goods.

9. Severability. The provisions set forth hereunder are severable and if any provision is invalid, void, or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall remain in full force and effect.

10. Non-Waiver. Oliver's failure or refusal to insist upon strict performance of any provisions set forth hereunder shall not be deemed a waiver of Oliver's rights or remedies or a waiver by Oliver of any subsequent default by Buyer in the performance of or compliance with these terms and conditions of sale.

11. Captions. The captions herein are included for convenience and general reference only and shall not be construed to describe, define, or limit the scope or intent of the provisions of these terms and conditions of sale.

12. Entire Agreement. This instrument constitutes the entire agreement and understanding of the parties and supersedes all prior agreements and understanding relating to the subject matter hereof. No agreements, understanding, restrictions, warranties, or representations exist between or among the parties other than those expressly set forth herein.

Once fully executed below, this is a legally binding contract which shall be binding on all parties, consistent with the terms and conditions of sale listed above and which Terms and Conditions are incorporated herein in their entirety.

BUYER

OLIVER REPRESENTATIVE

Name (Buyer1):

Name:

Name (Buyer2):

Title : Sales

Date:

Date: