

VEHICLE PURCHASE DISCLOSURE AND WAIVER OF LIABILITY

Duncan Automotive, Inc., (hereinafter the “Dealership”) has notified _____
(hereinafter the “Customer”) that the purchase of the _____
(hereinafter the “Motor Vehicle”) with VIN# _____ on _____
is an “AS-IS” purchase with the Dealership waiving any and all warranties and representations regarding such purchased
motor vehicle. Further, Customer acknowledges and agrees with the following information in regards to the purchase of
the Motor Vehicle:

Customer agrees:

1. That Customer has been fully advised by the Dealership that this purchase will be governed by the laws of the Commonwealth of Virginia regarding the sale of a motor vehicle. It is the Customer’s responsibility to research and know the laws of their own state in which the vehicle will be garaged or operated. The Dealership makes no claims or guarantees to the ability or legality to register, inspect, or operate the vehicle outside of the Commonwealth of Virginia.
2. That the Customer understands that the vehicle is being sold “AS-IS”, and with all faults.
3. Customer further agrees that the odometer of the vehicle displays a 5 digit KILOMETER reading, which cannot be verified as accurate. The mileage on the Virginia title has been converted from KILOMETERS and may not reflect the true previous distance driven during use.
4. That the Motor Vehicle is a used vehicle which Purchaser has been afforded the opportunity to inspect and independently determine is in satisfactory operating condition. Customer waives and releases Dealership from any and all claims and liability for Customer’s use and operation of the Motor Vehicle.

Low Speed Acknowledgement

5. Customer acknowledges they are purchasing the vehicle with the understanding that it is a “Low Speed Vehicle” and has been altered in Japan prior to the Dealership having possession. The Customer acknowledges that removing or altering the vehicle to exceed 25 MPH is a Federal offense and could bring serious legal consequences.

Antique Vehicle Acknowledgement

6. Purchaser acknowledges that an antique vehicle under Virginia law, Section 46.2-100, is a vehicle that is at least 25 years old, and the vehicle acquired by Customer, is, therefore, an “Antique Vehicle”. Customer further acknowledges that the Antique Vehicle is being purchased “AS-IS”, and that there are no warranties expressed or implied given to the Customer by the Dealership. Customer recognizes that under Virginia law, Section 46.2-730, a Vehicle Safety Inspection is not required for an Antique Vehicle, and that the Motor Vehicle, therefore, has not received a Vehicle Safety Inspection. Customer acknowledges that, because an Antique Vehicle is not required to receive a Vehicle Safety Inspection, the Motor Vehicle may not, and most likely does not, meet current Virginia vehicle inspection requirements or even U.S. motor vehicle standards and requirements. Customer is responsible for and must complete its own self-inspection of the Motor Vehicle and has been provided with the opportunity to do so. Customer is satisfied that the Motor Vehicle is in safe operating condition. Customer is responsible for completing an Antique License Plate Certification Form, which is a requirement in Virginia for operating an antique vehicle. Customer assumes entire responsibility of the Motor Vehicle.

After being advised of the above information, _____, Customer, has voluntarily elected to purchase the Motor Vehicle listed above.

Printed Name

Date: _____

Signature

Dealership Representative Name

Dealership Representative Signature

Sworn to and subscribed in my presence this _____ day of _____, 20____.