

		Rev5.16L 05.31.23 <b>QUOTE</b>	
CO - Rocky Mountain FWC 800 East 64th Ave, Unit 12 Denver CO, 80229		<b>Appliances:</b>	
		Furnace	Furnace_W/_Thermostat \$ 850.00
		Sink\Stove	Flush_Mount_Sink\Stove \$ 675.00
		Fridge	2-Way Refrigerator/Freezer - 130 liter \$ 525.00
Order #:		Water System	Water Heater w/ Outside Shower \$ 1,225.00
Date of Estimate: 8/21/23		<b>Power:</b>	
Salesperson: Chris Janeway		Batteries:	2x 12V Li Batteries w/ Manager30 \$ 5,250.00
Date of Purchase:		Solar and Wiring:	160W Roof Mounted Panel For Manager30 \$ 1,025.00
<b>Customer Information:</b>		<b>Options:</b>	
First Name:	Showroom	Bed Size	King Bed Slide \$ 575.00
Last Name:	Hawk FD	Fan\Vent Over Kitchen	Fan \$ -
Additional First:		Fan\Vent Over Bed	Fan \$ 395.00
Additional Last:		Portable Toilets	Porta Potti \$ 160.00
Address:			
City State Zip:		Jacks	Mechanical Jacks \$ 950.00
Home Phone:		Awnings	8' Side Awning w/ Awning Light \$ 1,575.00
Cell Phone:		Jack Extension Plates	No Camper Extensions \$ -
Email:		Flood Light	Rear Floodlights - LED \$ 350.00
<b>Truck Information:</b>		LED Package	Exterior LED Lighting \$ 350.00
Camper Build:	Build For Showroom	Entry Steps	No Steps \$ -
Vehicle Make:	Please Select	Rear Wall Steps	Rear Wall Steps \$ 350.00
Vehicle Model:	Please Select	Roof Racks	Yakima "Tracks Only" Installed on Roof \$ 525.00
Vehicle Bed Size:	Please Select	Side Rack	No Side Rack \$ -
Vehicle Cab Style:	Please Select	Expedition Kit	No Axe-Shovel Expedition Kit \$ -
Vehicle Year:	Please Select		
<b>Camper Info:</b>		Thermal Pack	Thermal Pack \$ 825.00
		Carpet Kit	Carpet Kit (to cover linoleum flooring) \$ 275.00
Model	Hawk		
Camper\Shell	Camper	Ready To Go Anywhere	No Ready To Go Anywhere Package \$ -
Floor Plan:	Front_Dinette		
Packages:	Silver_Spur_Interior		
Seat Fabric	Gatlinburg_Mesa*		
Bed Fabric	Abbingtion_Black		
Wood Color	Silver Spur	External Propane Port	No External Propane Port \$ -
Siding Color	Metallic Charcoal Smooth	Front Gas Strut LBS	Whatever is Recommended
Base Price	\$25,625.00	Rear Gas Strut LBS	Whatever is Recommended
<b>Package and Upgrade Pricing:</b>			
Seating	\$ 2,250.00		
Packages	\$ 850.00		
Fabric	\$ 425.00		
Siding	\$ -		
<b>Pricing:</b>			
Options Total:	\$19,405.00		
Base Price:	\$25,625.00		
Camper With Options Total:	\$45,030.00		
Doc Fee:	\$110.00		
Sub-Total:	\$45,140.00		
Sales Tax:	\$2,144.15		
Destination Charge	\$1,295.00		
<b>Install w/Tie Downs/Wiring Standard</b>			
Installation Fee:	\$795.00	Notes:	
Delivery Location:	Denver, CO		
<b>Total:</b>			
Grand Total:	\$49,374.15	CUSTOMER SIGNATURE X:	DATE:
15% Deposit Rounded Up to the Nearest Hundred	\$7,500.00		
Balance due after deposit:	\$41,874.15		

This quote is good for 7 days from the estimate date above, or until any price increase, whichever timeframe is shorter. Deposit is non-refundable. Final Payment due upon delivery of camper and MUST be in the form of a cashiers check. This quote is subject to, and incorporates by reference, the terms of the Authorized Dealer Agreement between Dealer and FWC. Delivery fees may change from those stated above based on market conditions at the time the order is delivered.

## Four Wheel Campers Purchase Agreement

This Purchase Agreement is a legal agreement between you ("Customer" or "you") and Rocky Mountain Four Wheel Campers, LLC ("FWC") and provides the terms under which you agree to purchase, and FWC agrees to sell, the pop-up truck camper (the "Camper") that is the subject of your order. If you do not agree to the terms of this Purchase Agreement, you will not be allowed to purchase a Camper from FWC. If you purchase a Camper from FWC, then you agree to be bound by the terms of this Purchase Agreement, and you have the following rights, obligations and responsibilities:

### Preparations:

You must remove the tailgate, bed liner, topper, etc. from your truck prior to the installation of the Camper. FWC may refuse to install the Camper if such items are not removed and/or charge you for such removal at FWC's then current hourly rates. FWC will not be responsible for damage to such items removed by FWC. You must also make your truck available to FWC on the time and date requested.

### Payments:

a. You must make payment of the required deposit stated on your order form within five (5) days of the date of your order. FWC will not begin manufacturing your Camper until such time as your deposit is received. Once your deposit is received, FWC will begin manufacturing your Camper. **If you fail to complete the purchase of your Camper for any reason other than as authorized in this Purchase Agreement, then you forfeit your deposit and acknowledge and agree that FWC may retain your deposit in its entirety.**

b. **Final payment must be made in the form of a cashier's check made out to Rocky Mountain Four Wheel Campers** (unless FWC has agreed in writing to accept another form of payment).

You agree to pay any sales tax or other taxes or governmental fees in connection with the purchase of your Camper, without reducing the amounts owed by you to FWC under this Purchase Agreement. If you claim tax exempt status, you agree to provide any certificate evidencing such status to FWC.

c. **Final payment is due within seven (7) days of the date your camper arrives to the dealership in Colorado.** FWC will not release any Camper until such time as it has been paid for in full.

i. If your camper is being installed within seven (7) days of the date your camper arrives, you're welcome to make final payment on the day of installation.

ii. Otherwise if your camper is not being installed within seven (7) days of the date your camper arrives, you must arrange final payment in advance of the day of installation.

d. **In the event you fail to make final payment within seven (7) days of the date your camper arrives in Colorado, your Camper will become available for purchase by other available parties.**

e. FWC may terminate any order, at any time and for any reason. If FWC terminates an order without cause, FWC's sole obligation and responsibility to you will be to return your deposit. Termination of an order for cause (i.e., for example, the failure to make any payment required under this Purchase Agreement), will result in the forfeiture of your deposit, as described above.

### Changes:

a. Any changes, additions, or deletions of options in connection to your initial order (a "Change Order") must be approved by FWC in advance, and will incur a fee of **\$500.00 per Change Order**. Be advised that depending on the requested changes, this may result in increased charges for your Camper, and you agree to pay any such increased charges. **No Changes will be allowed within 90 Days** of your scheduled production date, and you will be obligated to complete the purchase of your Camper without the requested changes, additions or deletions of options.

b. FWC reserves the right to make changes to the colors, materials, equipment and specifications to the Camper without notice to you. FWC will use commercially reasonable efforts to communicate material changes to you. For any material changes, you will be provided the opportunity to cancel your order and receive a refund of your deposit; however, you must communicate such cancellation to FWC within 2 days of FWC's notice. If you do not cancel your order, you will be obligated to complete the purchase of your Camper notwithstanding the changes.

### Delivery:

a. You agree to pick-up your Camper at FWC's designated facility on the designated delivery date specified by FWC. FWC will inform you of the designated delivery date in writing using the contact information that you have provided to FWC as part of your order. If you cannot pick-up your Camper on the designated delivery date, then you must make alternative arrangements to pick up your camper from FWC on that date. Be advised that **Campers not picked up on the originally scheduled install date will incur a \$50.00 per day storage fee**, and you will be required to sign FWC's Release and Waiver of Liability as a condition for storage. Delivery dates are based on FWC's anticipated time for completion and are estimates only, and FWC may make changes to any delivery date(s) so as to accommodate any changes or delays in FWC's manufacturing/installation schedule. FWC will not be liable to you in connection with any such delays.

b. You will be required to inspect your Camper at the time you pick-up your Camper at FWC's designated facility on the designated delivery date, and to sign a written statement that your Camper is free of damage or defects. Unless you identify any damage or defects in the Camper in writing at the time of delivery, then the Camper will be deemed irrevocably accepted by you, except as otherwise required by applicable law.

### Accuracy:

All Camper information, graphics, and photography ("Promotional Information") included in or as part of FWC's marketing materials, including on its website, are informational in nature only. While FWC uses commercially reasonable efforts to ensure that such Promotional Information is accurate as of the date such Promotional Information was created and/or posted by FWC, the actual Camper delivered to you may differ from such Promotional Information. You acknowledge and agree that all weights, fuel and liquid capacities included in any Promotional Information are approximations only. Promotional Information may further include optional equipment, which you acknowledge and agree may not be included with your actual Camper. FWC may further add, modify or discontinue models or product lines at any time, in its sole and absolute discretion. From time to time, there may be some cosmetic blemishes on some of the materials used to build your camper. Rest assured that these are cosmetic in nature and should not affect the structural integrity of your camper.

### Safety and Intended Use:

FWC has designed its Campers to provide a variety of potential uses, but you know best the specific use that you will make of your Camper. Accordingly, it is your obligation and responsibility to select the proper FWC model and equipment that is appropriate to your intended use, including without limitation, ensuring that your selected Camper is appropriate for your truck without exceeding safe and weight operating capacities.

### Limited Warranty.

FWC's sale of the Camper is subject to FWC's Limited Warranty, which is provided to you with this Agreement and incorporated by this reference herein. A copy of FWC's limited warranty is also posted on FWC's website at the following link: <http://www.fourwh.com/Four-Wheel-Campers-Limited-Warranty-04-2017.pdf> FWC shall have no liability for damages or defects caused by modifications made to the Camper.

OTHER THAN FWC'S LIMITED WARRANTY, FWC DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND IN CONNECTION WITH THE CAMPER AND THE INSTALLATION SERVICES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FWC MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE SAFETY, PERFORMANCE, OR RELIABILITY OF YOUR TRUCK WITH ANY FWC CAMPER. ANY AND ALL RISK ASSOCIATED WITH THE USE OF ANY FWC CAMPER IS SOLELY WITH YOU.

### Disputes:

This Purchase Agreement is governed by the laws of the United States and the State of Colorado, without reference to conflict of laws principles. Except where prohibited, you agree that all disputes, claims and legal proceedings in any way arising out of or relating to the Camper or this Purchase Agreement shall be resolved individually, without resort to any form of class action, and exclusively in the state or federal courts located in Jefferson County, Colorado. You waive all defenses of lack of personal jurisdiction, improper venue, "forum non conveniens" and the like with respect to such courts. TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS PURCHASE AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

### General:

This Purchase Agreement and any other agreements referenced herein constitute the entirety of the agreement between you and FWC. Except as set forth in this Purchase Agreement or in any other agreements referenced herein, there are no other agreements between the parties, including without limitation, any representations, warranties, guarantees, or undertakings on the part of FWC, its employees, agents and representatives. If any term or provision of this Purchase Agreement is determined to be unenforceable in any respect, the enforceability of the term or provision in any other respect and of the remaining provisions of this Purchase Agreement will not be impaired. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver and a party's waiver of a breach of a provision of this Purchase Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

CUSTOMER SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_

ROCKY MOUNTAIN FOUR WHEEL CAMPERS, LLC

BY: \_\_\_\_\_

DATE: \_\_\_\_\_