



# SYLC CORPORATION

1822 N. DIXIE HWY, Hollywood, Florida 33020  
 PHONE: 305-332-9761  
 FAX: 305-647-6533

## FACTURE

<b>Purchaser Name:</b> Americancarsisties <b>Address:</b> 17, avenue de Domremy <b>City/Province(State):</b> VAUCOULEURS Ph: 03 29 90 12 86 <b>Country:</b> FRANCE <b>Zip/Post Code:</b> 55140	<b>Date:</b> Aug 12 2013 <b>Proforma#</b> 200326 <b>Final Destination:</b> FRANCE
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Qty	Year	Description	Serial #	Color	Amount
1	1968	FORD MUSTANG coupe TRANSPORT	5f07c375934	silver	12,000.00 240.00
		SHIPPING (contenaire) prestation service			1,600.00 2,500.00
		FEDEX, DOC FEES, BANK FEES			0.00
<b>Banking Information</b> Sylc corporation 1822 N Dixie hwy Hollywood, FL 33020 Acc#898021718046 Aba/routing# 026009593 Swift# BOFAUS3N			C & F		

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full or pay a predetermined deposit prior to shipment of the goods by the Vendor. The goods have to be fully paid 3 days prior of arrival to destination. In the event that the full amount is not received, once the goods arrive, the Purchaser will pay 1.5% interest per day plus all the demurrage, storage, fees and other applicable fees. The Vendor is entitled to resale the goods if the Purchaser does not pay in full within 14 days upon arrival to the predetermined port. The deposit will then be forfeited.

Subtotal	16,340.00
GST (6%)	0.00
QST (7.5%)	0.00
<b>Total</b>	<b>16,340.00</b>
Deposit <b>0%</b>	<b>1,000.00</b>
<b>Balance</b>	<b>15,340.00</b>
	<b>USD</b>

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof. The Vendor shall not be liable for the nonperformance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure." The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

We Appreciate Your Business

## Terms and Conditions

1. Sylc Corporation is a licensed automotive dealer under the laws of the State of Florida ("SC"), and specializes in the purchase and sale of automobiles in the United States for the purpose of export.
2. The Purchaser named in the Purchaser Order on the reverse side of this document hereby gives to SC the exclusive right to purchase the automobile identified to the contract, or its reasonable equivalent (the "Automobile"), for a period of one year from the date hereof. The Purchaser understands, however, that this Purchaser Order does not guarantee that SC will be able to locate and purchase the exact Automobile so specified.
3. SC agrees to make diligent and continued efforts to locate and purchase the Automobile in accordance with the terms and conditions hereof.
4. The Purchaser agrees to immediately make payment in full to SC if and when SC locates the Automobile and advises the Purchaser of the price therefor. SC shall have the right, but not the obligation, to advance its own funds for the purchase of the Automobile. When SC acts as a transaction broker for the purchase of the Automobile, the Purchaser has the affirmative obligation of wire transferring to SC the full amount of all funds required to purchase the Automobile, plus all expenses, fees and/or commissions that are so specified by SC. If the Purchaser pays a deposit to SC prior to the purchase of the Automobile, and subsequently fails to pay the full amount of the purchase price specified by SC after SC has located the Automobile, then SC shall be entitled to retain ( ) fifty (50%) percent of the deposit; or ( ) the entire deposit [check one] as liquidated damages.
5. SC may, at its option, act as either a Broker or a Dealer with respect to the purchase and sale of an automobile on behalf of the Purchaser. If SC elects to act as a Broker, the Purchaser assents to SC acting as a transaction broker rather than strictly as a buyer's broker. As a transaction broker or as a dealer, SC shall facilitate the purchase and sale of the automobile on behalf of the Purchaser, but shall not have a fiduciary obligation to the Purchaser.
6. The Purchaser shall indemnify and hold harmless SC and its officers, directors, employees, advisors, attorneys and agents from losses, damages, costs and expenses of any nature, including attorneys' fees through all appeals, and from liability to any person that SC may incur. This clause shall survive SC's performance and transfer of title to the automobile to the Purchaser.
7. SC makes no warranties, express or implied, with respect to the Automobile, which shall be sold "as is" to the Purchaser. This Agreement will be construed under Florida law. All controversies, claims and other matters arising out of this Purchase Order will be settled by first attempting mediation under the rules of the American Mediation Association or other mediator selected by SC. Disputes not settled by mediation shall be resolved by neutral binding arbitration in Miami-Dade County, Florida in accordance with the rules of the American Arbitration Association. An arbitrator shall be selected by SC from the panel of independent Arbitrators in Miami-Dade County, Florida. Each party to the Arbitration shall pay its own fees and expenses, including attorneys' fees, and shall equally split the fees of the Arbitrator and administrative fees of the Arbitration.
8. Purchaser is solely responsible for inspection and verification of condition, authenticity, and completeness of any purchased vehicle, any and all statements, representations or warranties of any type of kind whatsoever made by SC employees or staff, including those printed in catalogs, brochures, signs, window cards, verbal statements, or those appearing on SC's website, represent only SC opinions. Further, purchaser acknowledges and agrees that he/she inspect or individual of choice inspect the purchased vehicle prior to purchase. Purchaser should disregard statements or representations concerning the authenticity or condition of the purchased vehicle, including that the vehicle is rust free. Purchaser agrees and acknowledges that SC and/or consignor of the vehicle disclaim all warranties, expressed or implied, concerning and in relation to merchantability or fitness, condition, originality, authenticity, origin or provenance, matching numbers, previous use or ownership, manufacturing or restoration processes, year or age, serial number, make, model, options, tools, components or mileage of any purchased vehicle.
9. In the event that the Purchaser requests SC to arrange for additional services on behalf of the Purchaser with respect to the Automobile (e.g. painting, reconditioning, mechanical repairs, body repairs, etc.), SC shall select certain third parties to perform such services (the "Additional Services"), but in no event shall SC be responsible for the Additional Services performed by such third parties, and the Purchaser shall be solely responsible for the payment of such Additional Services, which may either be billed directly to the Purchaser by such third parties, or billed to the Purchaser by SC as an accommodation to the Purchaser.
10. SC has attempted to determine the authenticity and factory production figures of the vehicle you are purchasing. Not with standing SC's efforts regarding documentation concerning the originality and/or authenticity of your vehicle, over the last several years many individuals with the benefit of modern technology have "fake(d)" documents supporting to authenticate vehicle originality, including, but not limited to : "Re stamping Engines", "Sales Invoices", "Bills of Sale", "Window Stickers", "Build Sheets", and/or Warranty Booklets and Materials. Because of the proliferation of re stamped engines and "fake(d)" documents SC is not responsible for authenticating data concerning the originality or authenticity of the vehicle you are purchasing.
11. The terms and conditions hereof are binding on the Purchaser, his/her heirs, successors and assigns. No prior or present agreements between SC and the Purchaser shall be binding unless included as an addendum to this Purchaser Order Agreement.