

MINITRUCK SALES AGREEMENT

This agreement is dated and executed on _____ [date] (the "Effective Date"), between RSM & Associates Co. a Michigan corporation, of Jackson, Michigan ("Seller"), and _____ [name of corporation], a _____ [type of corporation] corporation of _____ [city], _____ [state] ("Purchaser"), with reference to the following facts and circumstances:

- A. Seller is an authorized importer and the owner of a valid certificate of conformity required for importation of Kei class vehicles commonly referred to as minitrucks ("Minitruck"). These Minitrucks feature type K6A motors covered by such certificate of conformity issued to RSM & Associates Co. The certificate expressly covers trucks originally manufactured for the Japanese domestic market by Suzuki Motor Co and are now called Suzuki Super Stalker™
- B. Purchaser is a minitruck dealer who resells minitrucks to individuals, dealers, corporate or other buyers.
- C. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the right to purchase Kei class vehicles containing the approved K6A motor expressly through RSM & Associates Co.

The parties agree as follows:

PART A: Purchaser pays to Seller the sum of Three Thousand Five Hundred Dollars (\$3,500.00) as a Buyers Agreement Fee for the future right to purchase the above classified vehicles through RSM & Associates Co. Fee payment conveys the right to Purchaser to buy qualifying Suzuki trucks through RSM & Associates Co.

PART B: Purchaser pays to Seller the following per vehicle fees in addition to the acquisition, packaging, shipping and customs charges for each vehicle.

- \$275.00 Warranty fee. (30 months or 10,000km.)
- 117.00 Required allocation for statutory production testing.
- 398.00 RSM (Gung Ho) Emissions Label fee.
- 25.00 Owners manual (In English).
- 52.00 Refundable warranty start fee.
- 22.00 EPA Hang Tags express mailings and service translation charge.

Each vehicle purchase includes a limited emissions warranty covering 30 months or 10,000 kilometers, owner's manual (English version) required emission labels, required emission hang tags and manufacturers

certificate of origin (MSO) certificates. The limited emissions warranty statement is set forth in Exhibit "A" to this Sales Agreement.

Purchaser will receive a warranty coupon with each vehicle purchased. When the warranty is put into service the \$52.00 Warranty Start Fee is refunded to the Purchaser.

Purchase of Minitrucks for United States Market

Sale of Minitrucks. Subject to the terms and conditions of this agreement, Seller agrees to transfer to Purchaser and Purchaser agrees to acquire from Seller, minitrucks at the total cost to Purchaser in the full invoiced amount. Such cost will be determined by market acquisition cost, packaging, export, shipping; custom fees and RSM & Associates fee totals above. Price paid by Purchaser is primarily a market function plus fees. Purchaser will be shown inventory owned by RSM & Associates Co. and given the opportunity to purchase. Purchaser may also give explicit instructions to Seller detailing the inventory and price ranges desired.

Direct Import of Minitrucks by Importers

Sale of Minitrucks: Subject to the terms and conditions of this agreement, Seller agrees to transfer to Purchaser and Purchaser agrees to acquire from Seller, emission labels and other necessary paperwork needed to import the above referenced minitrucks. This is a fee only service for emission labels and other necessary paperwork to import directly into United States. Purchaser will use own selected shipping company and bares all risks associated with transport of eligible minitrucks. Purchaser is responsible for affixing labels on specified vehicles listed in shipment manifest. RSM & Associates Co. will assist in training and placement by demonstration or illustration showing where labels must be attached.

Purchaser will remit to RSM & Associates Co. a list of vehicles desired to be shipped in a single shipment or number of shipments. RSM & Associates Co. will then prepare the required labels, issue Manufacturer's Certificate of Origin statements and send prepared, required paperwork to Purchaser. Payment for required paperwork is due before releasing the required paperwork for entry.

Consideration

In consideration of the mutual promises and covenants contained in this contract, the parties agree as follows:

Payment of Purchase Price. The Purchaser shall pay the Seller the full invoiced amount prior to packaging and shipping of selected products to Purchaser.

After full payment of invoice is received, selected trucks will be packaged for shipment to the designated port of entry and then to their destination city.

Estimated time lines

Purchase and selection of minitrucks: 10-14 days

Loading and packaging: 5-7 days.

Shipping time: 13-15 days.

Rail time: 0-21 days.

Generally, your order should be delivered to your destination between six and eight weeks depending on your product specifications and shipping variables.

Your invoiced amount will include all expenses to your destination.

Effective Date

The effective date for all purposes under this contract is _____
[date] (the "Effective Date").

Termination. If the closing of this transaction ("payment") is not consummated on or before 72 hours following the Purchasers verbal commitment, this agreement shall, at the option of RSM & Associates Co., terminate and such selected vehicles may be sold to other buyers with no recourse to the initial Purchaser.

Closing Clause

Closing. The full payment of the purchase price for the minitrucks shall be completed by no more than 72 hours from the date verbal commitment is received by Seller or RSM & Associates Co.

Time Is of the Essence

Time Is of the Essence. Purchaser acknowledges that Seller is investing time and money into the purchase of the minitrucks after the execution of this Agreement and prior to closing the sale to Purchaser. In view of the foregoing, all of the provisions of this agreement regarding the time within which Purchaser must pay the Seller is of the essence, and failure to strictly comply with the payment provisions shall be considered a breach of the entire agreement.

Inspection

Inspection. Purchaser shall receive pictures of selected products prior to shipment. The right to inspect the trucks in Japan is reserved for Purchaser, but only rarely is such inspection cost effective. The inspection shall be conducted at Purchaser's sole expense, and any entry and inspection shall be at the sole risk of Purchaser.

Purchaser must give immediate notice to Seller of its dissatisfaction within one day of receipt of shipment containing selected vehicles. Suitable proof of damage must be electronically sent to Seller.

At Seller option, Seller may pay for repair or replacement of damaged part, inspect such vehicle, replace entire vehicle or negotiate other suitable remedies.

Best Efforts

Best Efforts. The parties agree to use their best efforts to fulfill or meet all conditions and contingencies of this agreement and to meet all of their performance obligations imposed under the terms of this contract.

Disclaimer of All Warranties

SELLER DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THE MINITRUCKS, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION DESCRIPTION, QUALITY, DESIGN, PERFORMANCE, SPECIFICATIONS, CONDITION, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

Disclaimer of Express Warranties

SELLER HAS MADE NO AFFIRMATION OF FACT AND HAS MADE NO PROMISE RELATING TO THE MINITRUCKS WHICH HAS BEEN PART OF THE BASIS OF THE BARGAIN MADE OR HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE MINITRUCKS WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE INCLUDING BUT NOT LIMITED TO THE FACT THE MINITRUCKS ARE NOT LICENSED FOR HIGHWAY OR ROAD USE.

Disclaimer of Implied Warranties

THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE GOODS ARE MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT PURCHASER IS NOT RELYING ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE GOODS CONTAINED IN THIS CONTRACT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

"As Is" Clause

THE MINITRUCKS COVERED BY THIS CONTRACT HAVE BEEN PURCHASED BY PURCHASER "AS IS" AND "WITH ALL FAULTS," AND PURCHASER ACKNOWLEDGES THAT NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE TO BE IMPLIED IN THIS TRANSACTION, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

Insurance Provision

Insurance Provision. At the time of delivery of the minitrucks, the Purchaser shall be responsible for any applicable insurance coverage on the minitrucks it so desires.

Delivery Cost and Risk of Loss on Seller

Delivery. Sale of all equipment is FOB destination. Seller assumes responsibility for all packing, crating, and delivery of the equipment, including transportation costs.

Risk of Loss

Risk of Loss. The risk of any loss, damage or destruction to any of the minitrucks from fire or other casualty will be borne by Seller at all times before the Date of delivery. After delivery, the Purchaser assumes the risk of loss.

Title to Assets

Title to Assets. Seller has good title to the minitrucks listed on the Invoice to Purchaser, free and clear of all liens, encumbrances, claims, contracts, or restrictions, except as otherwise described herein.

Default on Purchase by Seller

Seller's Default. If Seller for any reason does not perform the terms of this agreement, Purchaser may declare this agreement to be void, and be entitled to the return of the moneys deposited with Seller under the above paragraph of this Agreement.

Default on Purchase by Purchaser

Purchaser's Default. If Purchaser for any reason does not perform the terms of this agreement, Seller may, at its option, enforce specific performance of this Agreement, or terminate this agreement and retain as liquidated damages the sum deposited with Seller under the above paragraph of this Agreement.

Limitation of Damages

Limitation of Damages. The liability, if any, of Seller and its agents, servants, representatives, and employees with regard to the assets and/or this agreement for any claims, costs, damages, losses, and expenses for which they are or may be legally liable, whether arising in negligence or other tort, contract, or otherwise, shall not exceed in the aggregate the agreed-upon price for the minitruck(s). In no event shall Seller or its agents, servants, representatives, or employees be liable for indirect, special, or consequential damages.

Limitation of Remedies

Limitation of Remedies. Purchaser's exclusive remedies with respect to the goods to be provided under this contract shall be the repair of defective goods or in the event the goods cannot be repaired, the refund of the purchase price or replacement of the defective goods, whichever the Seller so chooses.

Mutual Indemnification

Mutual Indemnification. Each of the parties will indemnify and hold each other harmless against all losses, damages, costs, and expenses, including reasonable attorney fees, resulting from any breach of any warranty, representation, or covenant contained in this agreement.

General Provisions

Arbitration. Any controversy or dispute arising among the parties or under this agreement shall be resolved by arbitration conducted in Jackson County, Michigan, in accordance with the rules of the American Arbitration Association, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The determination of the arbitrator shall be binding on the parties, shall not be appealable, and judgment on the award rendered may be entered in any court having jurisdiction on the matter. Each party, whether they are the prevailing party or not, shall be responsible for their own costs and expenses including attorney fees named in enforcing its rights.

An action for breach of this Agreement cannot be brought more than one (1) year after the accrual of the cause of action.

Nonassignability Clause

Nonassignability. Neither this agreement nor any part of it shall be assigned by either party without the prior written consent of the other party. The consent shall not be unreasonably withheld.

Counterpart Execution. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all counterparts, when taken together, will constitute one and the same agreement.

Confidentiality and Return of Materials

Confidential Information. Seller and Purchaser agree that without express authorization from each other they will not directly or indirectly disclose to any other person, firm or corporation, any documents or information nor make available to others any documents, files, or other papers received from the other party or concerning the details of this transaction. In the event the transaction contemplated by this Agreement is not consummated, all such documents and information will be destroyed or returned to the disclosing party.

Remedies Cumulative. The remedies provided in this agreement are cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by the party of any other rights or the seeking of any other remedies.

Facsimile Execution. The parties agree that signatures on this Agreement, as well as any other documents to be executed under this agreement, may be delivered by facsimile in lieu of an original signature, and the parties agree to treat facsimile signatures as original signatures and agree to be bound by this provision.

Governing Law Clauses

Governing Law. This agreement shall be governed and controlled by the laws of the state of Michigan as to interpretation, enforcement, validity, construction, and effect and in all other respects.

Venue Clauses

Venue. The parties (a) irrevocably submit to the jurisdiction of any Michigan or federal court sitting in Jackson, Michigan, in any action arising out of this agreement, (b) agree that all claims in any action may be decided in either court, and (c) waive, to the fullest extent that they may effectively do so, the defense of an inconvenient forum. The parties also agree that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Waiver of Jury Clause

Waiver of Jury Trial. The parties, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this agreement or any of the transactions contemplated by this agreement. Neither party will seek to consolidate, by counterclaim nor otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Multiple Document Integration Clause

Entire Agreement; Amendments. This agreement and the attached exhibits contain the entire agreement and represent the understanding of the parties with respect to the subject matter contained in this agreement, and all prior agreements or understandings of the parties are revoked. This agreement may be amended or terminated only by a written instrument executed by Seller and Purchaser. There are no agreements, restrictions, promises, warranties, covenants, or other undertakings other than those expressly set forth in this agreement.

Notices. All notices and other communications required or permitted under this agreement shall be in writing and shall be deemed given when delivered personally or by registered or certified mail (return receipt requested), addressed as follows (or any other address that is specified in writing by either party):

If to Seller: RSM & Associates Co.
Transportation and Off-Road
Options
4107 W. Michigan Ave.
Jackson, MI 49202
(517) 750-9330

If to Purchaser: _____

Binding Effect Clause with Assignment Restriction

Binding Effect. This agreement is binding on and shall inure to the benefit of the parties to this agreement and their respective successors, but it may not be assigned by any party without the consent of the others.

No Third-Party Beneficiary Clause

The parties do not intend to confer any benefits on any person, firm, or corporation other than Seller or Purchaser.

Severability. If any provision in this agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this agreement.

Date: _____

_____ [name of purchaser]


By: _____

Its: _____

In the presence of the undersigned witnesses, the parties have executed this agreement on the Effective Date.

STATE OF _____)
_____ COUNTY)

The foregoing instrument was acknowledged before me on _____ [date], by _____ [name], the _____ [title] of _____ [name of corporation/company], a _____ [state] corporation/company, on behalf of the corporation/company.

/s/ _____ 

[Notary public's name, as it appears on application for commission]
Notary public, State of _____, County of _____ [county].
My commission expires _____ [date].