



General Motors ("GM") -- GM Performance Parts

Description: Camaro Body-in-White Kit

GM Part Number: 19243374

This Bill of Sale and Agreement dated as of the date set forth below, must be signed by the buyer identified in the signature below ("Buyer"), and be retained along with a copy of the Invoice by the selling GM Performance Parts Chevrolet Dealer ("Dealer").

The Buyer hereby understands, acknowledges and agrees to the following:

1. The Camaro Body-in-White Kit ("the Kit") does not have a Vehicle Identification Number and no Certificate of Title can be obtained for it. In its current and/or final state, the Kit cannot be titled or licensed, and may not be driven on public roads or highways. The Kit is offered for track or off-highway/private roadway competitive or performance use only.
2. THE KIT IS SOLD "AS IS" BY GM. EXCEPT AS OTHERWISE PROVIDED BY LAW, NO WARRANTIES, EXPRESS OR IMPLIED, APPLY TO THE KIT. THERE ARE NO WARRANTIES OR LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE FOR LOSS OF PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF PURCHASE OR REPLACEMENT OF GOODS, OR CLAIMS OF CUSTOMERS OF BUYER, RELATED IN ANY WAY TO THE KIT. THIS PART IS NON-RETURNABLE.
3. GM neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with the kit.
4. Buyer acknowledges should the Kit prove defective following its purchase, Buyer and not GM or Dealer, shall assume the entire cost of all necessary servicing or repair. The entire risk as to the performance of the Kit is with Buyer.
5. Buyer expressly releases GM from any and all liability associated with the operation, use, repair, custody, control or possession of the Kit and any components thereof. In addition, Buyer agrees (1) to accept full and complete responsibility and liability for, and (2) to the extent allowed by state and local law, to indemnify and save GM, its officers, directors, employees, and agents, free and harmless of and from any and all claims, demands, obligations, losses, expenses (including attorney fees), costs (including litigation and settlement costs), damages, fines, judgments, liabilities or injuries, which may arise from or be asserted as a result of Buyer's conduct, the conduct of Buyer's employees, agents and representatives, as well as the conduct and actions of any other person in the operation, use, repair, possession, sale or other disposition of the Kit or its components whether or not such conduct or actions are proper, lawful or authorized by Buyer.
6. This Agreement shall be binding upon, and shall inure to the benefit of, GM and the parties hereto and their respective successors and assigns. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan.

IN WITNESS WHEREOF, Buyer and Dealer have caused this Agreement to be duly executed on this the _____ day of _____, 20____.

BUYER:

DEALER-GM Performance Parts Dealer

Company Name

Name

Representative

Representative

Printed Name of Representative

Printed Name of Representative

Title

Title