



## AGREEMENT NOT TO EXPORT

Kundert Motors Inc. dba Kundert Volvo of Hasbrouck Heights and Kundert Volvo of Englewood are authorized franchised dealers of Volvo Cars N.A.. Volvo cars prohibits its authorized dealers from selling or leasing new Volvo vehicles to persons that acquire a vehicle for export outside the United States. Volvo Cars has a policy that will result in financial penalties and reductions of future allocations of inventory for each new Volvo an authorized dealer sells or leases that is subsequently exported from the U.S. within 1 year from the original delivery date. Therefore I represent, warrant and agree as follows:

1. I agree that this vehicle will not be exported outside the United States or transferred, directly or indirectly, to any other person for export outside the United States for a period of 1 year. INITIAL \_\_\_\_\_
2. I represent that I am acquiring this vehicle for my own personal and/or business use within the United States and that I have no intent to resell or transfer ownership to anyone. I am not acquiring this vehicle for any undisclosed third party. I have not been paid or promised payment by anyone to pose as a bona fide purchaser of this vehicle. The funds used to purchase this vehicle are my own and have not been transferred to my account or paid by any undisclosed third party. INITIAL \_\_\_\_\_
3. I agree that if this vehicle is exported outside the U.S. at any time during the first year I will be liable to pay dealer any damages resulting from said export. These damages may include but not be limited to any and all incentives paid by the manufacturer, loss of profit from penalized allocations and any other penalties instituted by Volvo Cars N.A.. These penalties could total as much as \$30,000.00 and I agree to pay dealer that amount. INITIAL \_\_\_\_\_
4. I acknowledge that dealer is relying on my representations, warranties and agreements in this Agreement in selling or leasing the vehicle to me and, absent these representations and agreements, dealer would not sell or lease this vehicle to me. INITIAL \_\_\_\_\_

5. If either party brings any action or lawsuit to enforce any provision or right under this agreement, the non- prevailing party shall pay the prevailing party all cost and expenses of such action including, but not limited to, reasonable attorney’s fees and court costs.

INITIAL \_\_\_\_\_

\_\_\_\_\_  
DATE OF AGREEMENT

\_\_\_\_\_  
SIGNED – PURCHASER OR LESSEE

\_\_\_\_\_  
VEHICLE YEAR, MAKE , MODEL

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
VEHICLE VIN

KUNDERT MOTORS INC.  
DBA Kundert Volvo of Hasbrouck Heights  
DBA Kundert Volvo of Englewood

BY \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_