

MAILING ADDRESS:

DAMEROW FORD
P.O. BOX 667
BEAVERTON, OR 97075

DAMEROW FORD
12325 SW CANYON ROAD
BEAVERTON, OR 97005

MOTOR VEHICLE PURCHASE AGREEMENT

(INCLUDES TERMS ON BACK OF PAGE)

104295 5220584 130

EXPECTED DELIVERY DATE

DATE 07/06/2022

BUYER'S NAME: VENKATESH PODILI
STREET ADDRESS: 2431 NE WESSEX WAY
CITY: HILLSBORO
STATE: OR
ZIP CODE: 97124
RES: BUS (845)518-5222
STOCK NO.: 5220584

Subject to the terms and conditions set forth below and on reverse side, Buyer agrees to purchase from Dealer the vehicle described below (the Vehicle). Delivery is to be made on the expected delivery date shown above or as soon thereafter as possible. HOWEVER, BUYER AGREES THAT NEITHER THE DEALER NOR THE MANUFACTURER WILL BE LIABLE FOR FAILURE TO EFFECT DELIVERY.

NEW OR USED: NEW
YEAR: 2022
CYL:
MAKE: FORD
TYPE: MP
MODEL: MUSTANG
VIN: 3FMTK2SU2NMA24058
COLOR: SPACE WHITE
MILEAGE: 22
LICENSE:
SALESPERSON: MCDANIEL SAMUEL

ALL DEPOSITS TAKEN ON NEW VEHICLE ORDERS ARE NON-REFUNDABLE EARNEST MONIES

TRADE-IN RECORD table with columns: YEAR, MAKE, TYPE, MODEL, VIN

ITEMIZATION OF PURCHASE table with rows: Cash Price of Vehicle \$53645.00, PRIVILEGE TAX 268.23, OR CORP ACTIVITY TAX \$214.58

WARRANTY INFORMATION
UNLESS DEALER MAKES A WRITTEN WARRANTY ON ITS OWN BEHALF, OR ENTERS INTO A SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS AGREEMENT, DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ON THE VEHICLE, AND THERE WILL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Table with rows: Total Price \$54127.81, Other Charges (License/Registration Fee \$776.50, Title Fee \$192.00, etc.)

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S. ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES.

Table with rows: Downpayment: a. Cash Downpayment \$10000.00, b. One deferred downpayment, c. Trade In: \$N/A, Total Down (a + b + c) \$10000.00

BINDING ARBITRATION
Dealer and Buyer agree that any controversy, claim, suit, demand, counterclaim, cross claim, or third party complaint, arising out of, or relating to this Agreement, shall be resolved in binding arbitration as set forth in paragraph 13 on the reverse side of this Agreement.

OPTIONAL ELECTRONIC FILING FEE
For a fee of \$35.00, paid by you to the Dealer, this dealership will electronically file your vehicle title application, vehicle registration and other Oregon DMV documentation required to transfer ownership of the vehicle identified in this Buyers Order.

TRADE-IN ALLOWANCE AND PAYOFF BALANCE
Buyer agrees to deliver to Dealer the title(s) to the Trade-in and warrants that Buyer holds title to the Trade-in free and clear of all liens and encumbrances except as noted below.

ACCEPTS VP (INITIAL) DECLINES X (INITIAL)

USED CAR BUYER'S GUIDE
THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

PAYOFF OWED TO

BUYER HAS READ ALL THE PROVISIONS PRINTED ON THE FRONT SIDE AND BACK SIDE OF THIS PAGE AND AGREES THAT THEY FORM A PART OF THIS CONTRACT.

BUYER SIGNATURE: [Signature]
DEALER: DAMEROW FORD

CO-BUYER SIGNATURE: [Signature]
MANAGER APPROVAL: [Signature]

For your protection, request a receipt for all payments you make. This Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative. If buyer is buying this Vehicle in a credit sale transaction evidenced by a retail installment sale contract or is leasing this Vehicle, this Agreement is binding when the retail installment contract or lease is signed...

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(INCLUDES TERMS ON BACK OF PAGE)

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EXPECTED DELIVERY DATE

DATE 07/06/2022

BUYER'S NAME VENKATESH PODILI		PHONE RES BUS (845)518-5222		STOCK NO. 5220584	
STREET ADDRESS 2431 NE WESSEX WAY		CITY HILLSBORO	STATE OR	ZIP CODE 97124	

Subject to the terms and conditions set forth below and on reverse side, Buyer agrees to purchase from Dealer the vehicle described below (the Vehicle). Delivery is to be made on the expected delivery date shown above or as soon thereafter as possible. HOWEVER, BUYER AGREES THAT NEITHER THE DEALER NOR THE MANUFACTURER WILL BE LIABLE FOR FAILURE TO EFFECT DELIVERY.

NEW OR USED NEW	YEAR 2022	# CYL. 	MAKE FORD	TYPE MP	MODEL MUSTANG	VIN 3FMTK2SU2NMA24058
COLOR SPACE WHITE		MILEAGE 22	LICENSE 			SALESPERSON MCDANIEL, SAMUEL

ALL DEPOSITS TAKEN ON NEW VEHICLE ORDERS ARE NON-REFUNDABLE EARNEST MONIES

TRADE-IN RECORD

YEAR	MAKE	TYPE	MODEL
VIN			

WARRANTY INFORMATION

UNLESS DEALER MAKES A WRITTEN WARRANTY ON ITS OWN BEHALF, OR ENTERS INTO A SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS AGREEMENT, DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ON THE VEHICLE, AND THERE WILL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PROVISION DOES NOT AFFECT ANY WARRANTIES COVERING THE VEHICLE THAT THE MANUFACTURER OR SUPPLIER MAY PROVIDE.

LIMITATION OF DAMAGES: DEALER SHALL NOT BE LIABLE TO BUYER FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF INCOME OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR PUNITIVE DAMAGES. DEALER SHALL NOT BE RESPONSIBLE FOR THE LOSS OF OR DAMAGE TO BUYER'S PERSONAL PROPERTY LEFT IN THE VEHICLE OR IN BUYER'S TRADE-IN.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S. ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ANY PRODUCTS. ALL USED VEHICLES ARE SOLD "AS IS."

BINDING ARBITRATION

Dealer and Buyer agree that any controversy, claim, suit, demand, counterclaim, cross claim, or third party complaint, arising out of, or relating to this Agreement, shall be resolved in binding arbitration as set forth in paragraph 13 on the reverse side of this Agreement. Buyer has read and understands paragraph 13. Both parties waive their right to a jury trial.

OPTIONAL ELECTRONIC FILING FEE

For a fee of \$ 35.00, paid by you to the Dealer, this dealership will electronically file your vehicle title application, vehicle registration and other Oregon DMV documentation required to transfer ownership of the vehicle identified in this Buyers Order. The receipt of non-customized Oregon license plates may be expedited if you opt for the dealer to apply electronically. This is an optional service that you can decline.

ACCEPTS VP (INITIAL) DECLINES (INITIAL)

USED CAR BUYERS GUIDE

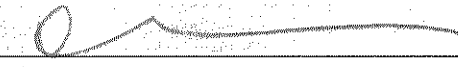
THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

GUÍA PARA COMPRADORES DE VEHICULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHICULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

Buyer acknowledges receipt of Buyers Guide.

BUYER X

BUYER HAS READ ALL THE PROVISIONS PRINTED ON THE FRONT SIDE AND BACK SIDE OF THIS PAGE AND AGREES THAT THEY FORM A PART OF THIS CONTRACT.

BUYER SIGNATURE 

CO-BUYER SIGNATURE _____

DEALER **DAMEROW FORD**

MANAGER APPROVAL 

For your protection, request a receipt for all payments you make.

This Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative.

If buyer is buying this Vehicle in a credit sale transaction evidenced by a retail installment sale contract or is leasing this Vehicle, this Agreement is binding when the retail installment contract or lease is signed, but will not remain binding if a third party finance source does not agree to purchase the retail installment contract or lease executed by Buyer and Dealer based on this Agreement on the terms as submitted. See paragraph 10 on the other side of this Agreement, which shall survive the termination of this agreement for any reason.

Buyer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises; together with any retail installment sale contract or lease the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that Buyer has read and agrees to its terms and has received a true copy of this Agreement.

BUYER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENTS CONTAINS A HOLD CHECK AGREEMENT.

Insert terms and conditions of Hold Check Agreement below (For dealer use only):

ITEMIZATION OF PURCHASE

Cash Price of Vehicle	\$ 53645.00
PRIVILEGE TAX	268.23
OR CORP ACTIVITY TAX	4214.58
1. Total Price	\$ 54127.81
2. Other Charges	
a. License/Registration Fee	\$ 776.50
b. Title Fee	\$ 192.00
c. DEQ Certification Fee	\$ N/A
d. Electronic Filing Fee	\$ 35.00
e. Title & Registration Processing Fee	\$ 115.00
f. Service Contract Fee	\$ N/A
g. _____	\$ N/A
h. _____	\$ N/A
Total Other Charges (Add 2a through 2h)	\$ 1118.50
3. Downpayment:	
a. Cash Downpayment	\$ 10000.00
b. One deferred downpayment (pickup pymt) due _____	\$ _____
c. Trade In: \$ <u>N/A</u>	
Less Payoff \$ _____ Net \$ _____	
Total Down (a + b + c)	\$ 10000.00
4. Unpaid balance of cash	
sale price (1 + 2 minus 3)	\$ 45246.31
To be paid _____	

TRADE-IN ALLOWANCE AND PAYOFF BALANCE

Buyer agrees to deliver to Dealer the title(s) to the Trade-in and warrants that Buyer holds title to the Trade-in free and clear of all liens and encumbrances except as noted below. Buyer agrees to pay any lost title replacement fees. Subject to the terms set forth on the back of this Agreement, the Trade-in allowance shown on line 3c above is the amount Dealer agrees to credit to Buyer's account, providing Buyer accepts delivery of the Vehicle and completes the transaction in accordance with this Agreement. If the value of the Trade-in exceeds the amount owing on the Trade-in, the excess shall be included in Buyer's down payment. If the payoff balance (amount owing) exceeds the amount shown on line 3c above, Buyer shall pay the deficiency in cash on demand.

PAYOFF OWED TO _____

ADDITIONAL TERMS AND CONDITIONS

1. These definitions apply to this Agreement:

"**Agreement**" means this Vehicle Buyer's Order.

"**Dealer**" means the authorized Dealer named on the face of this Agreement.

"**Buyer**" means the party or parties executing this Agreement as such.

"**Manufacturer**" means the manufacturer of the Vehicle.

"**Vehicle**" is the vehicle or chassis that is the subject of this Agreement.

"**Trade-In**" is the used vehicle that Buyer intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Dealer.

2. The Manufacturer may change the design of any vehicle, chassis, accessories, or parts at any time without notice. The manufacturer may also make the same or any similar change upon any vehicle, chassis, accessories, or parts already bought by or shipped to Dealer or being manufactured or sold in accordance with Dealer orders. If the Manufacturer makes such a change, Dealer has no obligation to Buyer to notify Buyer or make the same or any similar change in the Vehicle or its parts either before or after Dealer delivers the Vehicle to Buyer. The Manufacturer may change the price of new vehicles without notice. If the Manufacturer changes the price of the new vehicle of the series and body type of the Vehicle before Dealer delivers it to Buyer, Dealer may change the price of the Vehicle to Buyer accordingly. If Dealer changes the price of the Vehicle, Buyer may cancel this Agreement and Dealer shall return the Trade-in to Buyer if the Trade-in remains available. Buyer agrees to pay Dealer reasonable storage and repair charges. If the Trade-in is unavailable, Dealer shall pay Buyer the Trade-in allowance less a sales commission of 15% and any expense in storing, insuring, conditioning or advertising the Trade-in for sale unless prohibited by law.
3. The Trade-in shall be appraised or re-appraised at the time it is delivered to Dealer. The appraised value will be the allowance for the Trade-in. If the reappraised value is lower than the amount shown in this Agreement, Buyer may cancel this Agreement. Buyer must exercise Buyer's right to cancel upon a change in the appraised value before Dealer delivers the Vehicle to Buyer and Buyer surrenders the Trade-in to Dealer.
4. Except as permitted under Section 2 or 3 above, if Buyer fails or refuses to accept delivery of the Vehicle or comply with this Agreement, without limiting any other rights Dealer may have, Dealer may keep as liquidated damages any deposit made by Buyer, to the extent not prohibited by law. Dealer may also reimburse itself for any expenses and losses it incurs or suffers as a result of Buyer's failure or refusal to comply with this Agreement, including, without limitation, reasonable attorney's fees. Dealer isn't liable for failure to deliver or delay in delivering the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond Dealer's control or without Dealer's fault or negligence.
5. The Vehicle price doesn't include sales taxes, use taxes or occupational taxes (federal, state or local) unless expressly so stated. Buyer agrees to pay, unless prohibited by law, any such taxes imposed on or that apply to the transaction reflected by this Agreement, regardless of who has primary liability for the tax.
6. If this Agreement shows a charge for credit insurance, this paragraph applies. The credit insurance provisions in any retail installment contract or lease Buyer may sign related to this Agreement will apply. If such credit insurance is wholly or partially unavailable under the designated policy, Dealer will deduct the applicable part of the credit insurance charge shown in this Agreement and the related finance charge from the total time balance. If such credit insurance does not become effective, Dealer will notify Buyer. This Agreement and any related retail installment contract or lease Buyer may sign shall otherwise remain fully effective, to the extent provided by applicable law.
7. Buyer agrees to sign such agreements or documents as Dealer may reasonably require to effect the terms and condition of payment shown in this Agreement and to otherwise carry out the intent of this Agreement.
8. This Agreement is an agreement to buy the Vehicle. If there is a balance due, Buyer's obligation to buy and Dealer's obligation to sell the Vehicle are expressly conditioned upon Buyer obtaining financing for the balance due. Buyer has two business days from the date of this Agreement to obtain such financing. If Buyer pays Dealer with a check that is dishonored or unpaid for any reason, Dealer may, in its sole discretion, declare this Agreement null and void and retake the Vehicle and/or make claims against Buyer on the check. In addition, to the extent permitted by law, Buyer will pay Dealer a \$35 returned check charge to the extent permitted by law.
9. This paragraph applies if Buyer is buying the Vehicle from Dealer under the terms of a retail installment contract or if Buyer is leasing the Vehicle from Dealer. Dealer agrees to deliver the Vehicle to Buyer on the date this Agreement is signed by Dealer and Buyer. Buyer understands that it may take a few days for Dealer to verify Buyer's credit and to obtain financing directly from the third party lender whose loan documents Dealer has had Buyer sign (the "Lender") or, if Buyer signed a retail installment sale contract with Dealer, to assign the retail installment contract to a third party financial institution. Buyer agrees that Dealer has 14 days after the date on which Buyer takes possession of the Vehicle to obtain financing from the Lender or to assign the retail installment sale contract. If Dealer is unable to obtain financing from the Lender, or to assign the retail installment sale contract to any one of the financial institutions with whom the Dealer regularly does business, within this period of time, Buyer or Dealer may cancel the sale of the Vehicle. If the sale is canceled, the Lender's loan documents or the retail installment sale contract Buyer has signed will be null and void and no effect. This limited right to cancel will end at the earlier of (i) the date Dealer obtains financing from the Lender or assign the retail installment sale contract and (ii) 14 days after the date on which Buyer takes possession of the Vehicle. If Dealer does not obtain financing from the Lender or assign the retail installment sale contract within the time described above, and Buyer or Dealer cancel the sale as provided above, Buyer must return the Vehicle to Dealer immediately in the same condition as when sold, reasonable wear and tear excepted.

Buyer agrees to pay Dealer the fair market value of damage to, excessive wear and tear on or loss of the Vehicle occurring between the date Buyer takes possession of the Vehicle and the date Buyer returns the Vehicle to Dealer custody and to hold Dealer harmless from any expenses, costs and fees arising out of any act pertaining to the operation of the Vehicle while it is in Buyer's possession. If the Vehicle is immobilized or impounded while in Buyer's possession, Buyer agrees to do whatever is necessary to ensure the Vehicle's return to Dealer. If Buyer does not return the Vehicle immediately, Buyer will be liable for all expenses incurred by Dealer in taking the Vehicle from Buyer. If Buyer fails to return the Vehicle, Dealer may use legal means to take it back. If, within 14 days of the date Buyer takes possession of the Vehicle, Dealer sends notice to Buyer by first class mail that financing is unavailable, Buyer is liable to Dealer for a reasonable charge per mile for the use of the Vehicle. If Buyer returns the Vehicle within five days of the mailing of the notice, Dealer may charge Buyer for miles driven during the first 14 days that Buyer had possession of the Vehicle. If Buyer does not return the Vehicle within five days of the mailing of the notice, Dealer may charge Buyer for all miles driven while Buyer has possession of the Vehicle. While the Vehicle is in Buyer's possession, all terms of this Agreement and the retail installment contract or lease, including those relating to use of the Vehicle, shall be in full force, except the liability, collision, and comprehensive insurance on the Vehicle shall be provided by Dealer's insurance policy until this Agreement and the retail installment contract or lease are no longer subject to rescission under this paragraph. Afterward, the Vehicle shall be covered by the Buyer's insurance policy. To the extent not prohibited by law, Buyer must pay all reasonable costs for repair of any damage to the Vehicle not covered by Dealer's insurance until the Vehicle is returned to Dealer.

10. Buyer may arrange financing through Dealer or a finance source of Buyer's choosing. Buyer may be able to obtain more favorable financing from a third party. Buyer understands the annual percentage rate (APR) quoted by Dealer may be negotiable. If this Agreement shows that any part of the transaction is to be financed, Dealer may assist in submitting credit applications to third parties, for which Buyer grants permission. Dealer will not lend Buyer money or finance this transaction regardless of any notation to the contrary on any document. No agent, employee or manager of Dealer may change this policy.
11. In the event that any of the terms and conditions of this Agreement other than those of paragraph 10, above, are inconsistent with the terms and conditions of any retail installment sales or lease contract between Buyer and Dealer, the terms of such retail installment sales or lease contract shall apply. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any provision hereof.
12. **IT IS BUYER'S RESPONSIBILITY TO OBTAIN INSURANCE ON THE VEHICLE.** Dealer may request insurance information from Buyer in order to register the Vehicle with the Division of Motor Vehicles (DMV) or for verifying insurance coverage. Dealer's request for insurance information does not constitute an agreement to transfer or obtain insurance coverage on the Vehicle. By signing this agreement, except as otherwise provided in paragraph 10 above, Buyer covenants and agrees that Buyer has obtained, or will obtain, before the Vehicle is driven by anyone, insurance on the Vehicle.
13. **EACH PARTY HERETO HEREBY IRREVOCABLY, AND UNCONDITIONALLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND ANY OTHER DOCUMENT RELATED HERETO.**
14. You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.
15. To secure the punctual payment and performance of purchaser's obligations under this or any other Agreement with dealer, purchaser hereby grants to dealer or its assigns a security interest in the vehicle and the trade-in Together with all proceeds and products thereof.
16. Buyer agrees to immediately reimburse, indemnify, defend and hold Dealer harmless from any loss, claim or damage resulting from Buyer's Registration of or failure to register the vehicle in the appropriate state of buyers failure to obtain property and liability insurance on the vehicle. Buyer hereby authorizes Dealer to require buyer's insurance company to name dealer or its assigns as loss payee on all insurance policies covering the vehicle.
17. This order contains the entire agreement of the parties and my not be amended orally. Oregon law shall govern the interpretation and enforcement of this order. This order may not be assigned by buyer without dealer's prior written consent.
18. In any litigation regarding this buyer's order, buyer will reimburse dealer for all reasonable attorneys' fees and court costs should dealer prevail. Should buyer prevail buyer waives any consequential, punitive, or incidental damages, damage to property, or any loss of time, profits, or income. Buyer's damages are limited to the return of the total purchase indicated in this buyer's order.
19. **Miscellaneous issues:** * the agreed upon trade-in allowance(s) indicated in this buyer's order may not necessarily represent the actual cash value. * seller will maintain a security interest in the vehicle being sold and the buyer grants dealer a security interest in the trade-in(s) until the total amount due has been paid to dealer. * buyer may not assign this buyer's order without the written consent of dealer. * buyer acknowledges that this transaction occurred in the state of Oregon and Oregon law will control in any disputes regarding this buyer's order. * buyer agrees that he will not export this vehicle and that it is intended for use in the United States.