

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller Name and Address
ANEESH KAKUMANI 10320 DEVONSHIRE CIRCLE APT 22 MINNEAPOLIS MN 55431 HENNEPIN	N/A	MOTORWERKS BMW 1300 AMERICAN BLVD WEST BLOOMINGTON MN 55420
Email: aneesh.kakumani@gmail.com Phone: (269)359-6855 Cell: (515)329-5790	Email: N/A Phone: N/A Cell: N/A	Salesperson: Deal Number: 137255

THIS BUYER'S ORDER IS NEW USED CAR TRUCK DEMO TO BE DELIVERED ON OR ABOUT 08/21/2021
FOR THE FOLLOWING: PERSONAL, FAMILY OR HOUSEHOLD AGRICULTURAL BUSINESS

Year	Make	Model	Type	Trim	Color	Mileage	Stock #	
2022	BMW	SAV X3 30i	X3 xDR 30i	X3 xDR 30i	TNZ BL II M	10	BJ09438	
TRADE IN RECORD 1								
YR.	MAKE	MODEL	TYPE	VIN 5UX53DP09N9J09438				
N/A	N/A	N/A	N/A	Price of Vehicle	\$ 51745.00			
COLOR	TRIM	MILEAGE	Freight					N/A
N/A	N/A	N/A	LESS: Rebates/Manufacturer Incentive					
VIN				GRAD				1000.00
DOES YOUR TRADE-IN HAVE A BRANDED TITLE OR INSURANCE SALVAGE HISTORY?				N/A				N/A
YES <input type="checkbox"/> NO <input type="checkbox"/>				N/A				N/A
TITLE NO.	PLATE NO.	EXP. DATE	N/A					N/A
N/A	N/A	N/A	N/A					N/A
OWNER	LOAN #	N/A						
N/A	N/A	N/A						
LIENHOLDER	PHONE	N/A						
N/A	N/A	N/A						
ADDRESS	SPOKE WITH	N/A						
N/A	N/A	N/A						
AMOUNT	GOOD TILL	VERIFIED BY	N/A					
N/A	N/A	N/A	N/A					
TRADE IN RECORD 2								
YR.	MAKE	MODEL	TYPE	LESS: Trade-In Allowance/Discount				
N/A	N/A	N/A	N/A	Trade Difference				50745.00
COLOR	TRIM	MILEAGE	N/A					N/A
N/A	N/A	N/A	N/A					N/A
VIN				Total Taxable Sale				\$ 50745.00
DOES YOUR TRADE-IN HAVE A BRANDED TITLE OR INSURANCE SALVAGE HISTORY?				N/A				N/A
YES <input type="checkbox"/> NO <input type="checkbox"/>				N/A				N/A
TITLE NO.	PLATE NO.	EXP. DATE	N/A					N/A
N/A	N/A	N/A	N/A					N/A
OWNER	LOAN #	N/A						
N/A	N/A	N/A						
LIENHOLDER	PHONE	N/A						
N/A	N/A	N/A						
ADDRESS	SPOKE WITH	N/A						
N/A	N/A	N/A						
AMOUNT	GOOD TILL	VERIFIED BY	N/A					
N/A	N/A	N/A	N/A					
COLLISION COVERAGE								
NAME OF AGENT			PHONE					
GENERAL AGENT			(800) 841-3000					
ADDRESS 1 GEICO CENTER								
MACON GA 31201								
POLICY NUMBER			COLLISION DEDUCTIBLE					
6076408845								
INSURANCE CO.			SPOKE WITH					
GEICO								
EFFECTIVE DATE		EXP DATE	VERIFIED BY					
08/12/2021		02/12/2022						
DOCUMENT ADMINISTRATIVE FEE								
The Document Administrative Fee represents Seller costs such as administrative services, notary services, courier expense and adjusting new and used vehicle inventories. It is not a government fee.								
NEGATIVE EQUITY								
Buyer is aware the balance owed on Buyer's trade-in exceeds the trade-in allowance/discount offered by Seller. Accordingly, Buyer understands that N/A will be paid off on Buyer's behalf to N/A and this amount is included when computing the Balance Due on Delivery.								
Subtotal							\$ 58332.93	
LESS: Down Payment/Deposit							5000.00	
N/A							N/A	
Balance Due on Delivery							\$ 53332.93	

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S. ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ANY PRODUCTS.

UNLESS SELLER MAKES A WRITTEN WARRANTY ON ITS OWN BEHALF, OR ENTERS INTO A SERVICE CONTRACT WITH BUYER WITHIN 90 DAYS FROM THE DATE OF THIS AGREEMENT, THE VEHICLE IS SOLD AS-IS AND SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE ENTIRE RISK OF QUALITY AND PERFORMANCE OF THE VEHICLE IS WITH THE BUYER. THIS PROVISION DOES NOT AFFECT ANY WARRANTIES COVERING THE VEHICLE THAT THE MANUFACTURER OR SUPPLIER MAY PROVIDE.

**DEALER'S POLLUTION CONTROL SYSTEM DISCLOSURE
(VEHICLE BEING SOLD)**

To the best of the Seller's knowledge, the pollution control systems on the vehicle being sold, including the restricted gasoline fill pipe, has not been removed, altered, or rendered inoperative.

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this Agreement. After you sign this Agreement, you may only cancel it if the Seller agrees or for legal cause. You cannot cancel this Agreement simply because you change your mind. This notice does not apply to home solicitation sales.

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

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

If Buyer is buying this Vehicle in a credit sale transaction evidenced by a retail installment sale contract, this Agreement is binding when the retail installment sale contract is signed, but will not remain binding if a third party finance source does not agree to purchase the retail installment sale contract executed by Buyer and Seller based on this Agreement on the terms as submitted. See paragraph 10 on page 3 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 all pages of this Agreement 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 the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 4 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X [Signature] Co-Buyer Signs X N/A

BUYER SIGNS X [Signature] DATE 08/21/2021

CO-BUYER SIGNS X N/A DATE N/A

MANAGER'S APPROVAL (Must Be Accepted By An Authorized Representative of the Seller)

X [Signature] DATE 08/21/2021



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ADDITIONAL TERMS AND CONDITIONS

The Vehicle Buyer's Order ("Agreement") is between the Seller ("Dealer") and the Buyer and Co-Buyer identified on page 1 (collectively referred to as "Customer"). Dealer is not the Manufacturer's agent and the Manufacturer is not a party to this Agreement.

- 1. Purpose.** By signing this Agreement, Customer agrees to buy the motor vehicle from Dealer. If the motor vehicle is not in Dealer's Inventory, Dealer agrees to order it from the Manufacturer or obtain it from another dealership and deliver it to Customer.
 - 2. Taxes.** The price of the motor vehicle shown on page 1 does not include federal, state or local luxury tax, sales tax, excise tax, use tax or governmental fees unless stated on page 1. Customer agrees to pay Dealer the amount of taxes and fees required by law regardless of who has primary liability for the tax or fee.
 - 3. Manufacturer Design Changes.** The Manufacturer may change the design of any motor vehicle, chassis, accessories or parts at any time without notice. The Manufacturer may also make changes to any motor vehicle, chassis, accessories or parts already bought by, manufactured for, or shipped to, Dealer in accordance with the Dealer's purchase orders. If the Manufacturer makes any such change, Dealer has no obligation other than to deliver the motor vehicle to Customer as made or changed by the Manufacturer and Customer agrees to fully perform under this Agreement.
 - 4. Manufacturer Delays in Delivery.** Dealer is not responsible for any delays in delivery arising out of Manufacturer's acts or omissions or any cause beyond Dealer's control.
 - 5. Manufacturer Price Changes.** The Manufacturer may increase the price of new motor vehicles at any time without notice. If the Manufacturer increases the price of the motor vehicle before it is delivered to Customer, Dealer may increase the price of the motor vehicle by the same amount. If Dealer changes the price of the motor vehicle, Customer may cancel this Agreement. Customer's rights upon cancellation are described in Paragraph 9.
 - 6. Trade-in Vehicle.** If Customer is using a trade-in in connection with the purchase of the motor vehicle:
 - A. Trade-in Inspection and Allowance.** Customer may deliver the trade-in to Dealer at the time this Agreement is signed or at any time prior to the delivery of the motor vehicle. Customer acknowledges the "trade-in allowance/discount" shown on page 1 may include a Dealer discount from the retail sales price of the motor vehicle in addition to the Dealer's valuation of the trade-in and does not reflect the fair market value of the trade-in. If the trade-in is not delivered to Dealer when this Agreement is signed, Dealer may re-inspect the trade-in and lower the trade-in allowance/ discount stated on page 1. If Dealer lowers the trade-in allowance, Customer may cancel this Agreement. Customer's rights upon cancellation are described in Paragraph 9.
 - B. Trade-in Vehicle Condition.** Customer represents that, to the best of Customer's knowledge, the trade-in has never had a salvage or branded title, been reconstructed, rebuilt or flooded or had major mechanical or frame damage. If Customer provides untrue information, Customer agrees to repurchase the trade-in for the trade-in allowance/discount shown on page 1.
 - C. Trade-in Vehicle Mileage.** Customer represents that, to the best of Customer's knowledge, the mileage shown for the trade-in is the actual mileage of the trade-in. If Customer provides untrue information, Customer agrees to repurchase the trade-in for the trade-in allowance/discount shown on page 1.
 - D. Trade-in Vehicle Pollution Control System.** Customer represents that, to the best of Customer's knowledge, the pollution control systems of the trade-in and gasoline fill pipe, have not been removed, altered or rendered inoperative. If Customer provides untrue information, Customer agrees to repurchase the trade-in for the trade-in allowance/discount shown on page 1.
 - E. Trade-in Ownership and Certificate of Title.** Customer warrants the trade-in to be solely owned by Customer and shall give Dealer a Certificate of Title to the trade-in evidencing such ownership.
 - F. Trade-in Liens and Payoff Agreement.** Customer warrants the trade-in to be free and clear of all liens and encumbrances (or that Customer will immediately satisfy any such liens and encumbrances at the sole cost of Customer). The amount shown on page 1 for "Estimated Pay-off on Trade Vehicle(s)", if any, is an estimated pay-off amount. Customer authorizes Dealer to contact the lienholder(s) to confirm the pay-off amount and obtain other related information. If the pay-off amount is underestimated, Customer agrees to immediately pay the increased payoff difference in cash upon notice by Dealer. If the pay-off amount is overestimated, Dealer agrees to credit the difference to Customer.
 - G. Trade-in Vehicle Sale.** Customer agrees that Dealer may sell the trade-in at any time after it has been delivered to Dealer at any price Dealer deems appropriate.
 - 7. Check Pledge.** Customer warrants that any check given to Dealer will be paid and not dishonored for any reason. If Dealer is unable to negotiate the check, Customer agrees to immediately pay the full amount in cash or by other secured funds acceptable to Dealer. If Customer does not immediately make payment in full, any outstanding amount shall bear interest at the rate of 8% per annum.
 - 8. Dealer Arranged Financing-Conditional Delivery.** Dealer does not extend financing to customers for the purchase of motor vehicles. No employee, manager or agent of Dealer may change this policy. If Customer requested that Dealer arrange financing through a financial institution and Dealer notifies Customer that it has been unsuccessful in arranging financing or assigning its interest to a financial institution, Customer may cancel this Contract. Customer's rights upon cancellation are described in Paragraph 9.
 - 9. Cancellation of Agreement by Customer.** If Customer cancels this Agreement pursuant to Paragraph 5, 6A, or 8:
 - A.** Dealer will return any consideration paid by Customer and the trade-in, if any, less any costs Dealer incurred in storing, insuring, repairing, reconditioning and advertising the trade-in. If the trade-in has been sold, Dealer will pay Customer the selling price of the trade-in less: (i) a sales commission of 15%; (ii) any lien(s) satisfied by Dealer; and (iii) any costs Dealer incurred in storing, insuring, repairing, reconditioning and advertising the trade-in.
 - B.** If Customer took delivery of the motor vehicle, Customer must immediately return it and pay Dealer (i) the reasonable use of the motor vehicle; (ii) any costs Dealer incurred to repair and restore the motor vehicle (reasonable wear and tear excluded) to its pre-transaction condition; and (iii) any costs Dealer incurred in regaining possession of the motor vehicle including, without limitation, court costs and reasonable attorney's fees.
 - 10. Customer's Failure to Take Delivery of Motor Vehicle.** If Customer fails to take delivery of the motor vehicle, Customer shall be liable for all damages and costs incurred by Dealer as a result of the breach including, without limitation, court costs and reasonable attorney's fees. Dealer may retain any consideration paid by Customer plus twenty percent (20%) of the selling price of the trade-in, if any, to offset Dealer's damages and the costs Dealer incurred in paying salesperson commissions and in storing, insuring, repairing, reconditioning and advertising the trade-in.
 - 11. Customer's Breach of Warranties or Representations.** If Customer breaches any of the warranties or representations of this Agreement, or otherwise fails to perform, Customer shall be liable for all damages and costs incurred by Dealer as a result of the breach or failure to perform including, without limitation, court costs and reasonable attorney's fees.
 - 12. Customer Must Insure Motor Vehicle.** Dealer may request insurance information from Customer to verify insurance coverage or register the motor vehicle with the Department of Public Safety. Dealer's request for insurance information does not constitute an agreement to transfer or obtain insurance coverage on the motor vehicle. Customer warrants that Customer has obtained insurance, or will obtain insurance, on the motor vehicle before it is used or operated.
 - 13. New Vehicle Disclaimer of Warranties.** IF THIS AGREEMENT IS FOR A NEW MOTOR VEHICLE, THE MOTOR VEHICLE WILL COME WITH A MANUFACTURER'S WARRANTY AND DEALER DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
 - 14. Used Vehicle Disclaimer of Warranties.** IF THIS AGREEMENT IS FOR A USED MOTOR VEHICLE, DEALER DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS MAY BE STATED ON THE BUYER'S GUIDE WINDOW FORM. Notwithstanding the foregoing, if the motor vehicle is offered for sale as a "certified motor vehicle," Dealer may not disclaim the implied warranty of merchantability.
 - 15. Dealer Limited Warranty or Service Contract.** IF THIS AGREEMENT IS FOR A USED MOTOR VEHICLE AND DEALER PROVIDED A LIMITED WARRANTY, ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE SAME DURATION AS THE LIMITED WARRANTY OR SERVICE CONTRACT.
 - 16. Used Car Buyers Guide.** IF THIS AGREEMENT IS FOR A USED MOTOR VEHICLE, THE INFORMATION SHOWN ON THE BUYER'S GUIDE WINDOW FORM IS A PART OF THIS AGREEMENT AND OVERRIDES ANY CONTRARY PROVISIONS IN THIS AGREEMENT.
- Spanish Translation: Guía para compradores de vehículos usados. La Información que ve en el formulario de la ventanilla para este vehículo 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.
- 17. Exclusion of Consequential and Incidental Damages.** DEALER DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS, LOSS OF INCOME, LOSS OF TIME OR LOSS OF USE.

ARBITRATION PROVISION

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

- 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
- 2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
- 3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.



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