

BMW Financial Services NA, LLC

Motor Vehicle Retail Installment Contract - Texas

1. PARTIES

BUYER(S) Name RAJU BALASUBRAMANIAN Address (include County and Zip Code) 1217 CASSIOPEIA WAY AUSTIN TX 78732 TRAVIS Billing Address (if different) N/A	SELLER Name BMW OF AUSTIN Address 7011 MCNEIL DRIVE AUSTIN TX 78729-7687
DATE OF CONTRACT 09/15/2021	

The Buyer is referred to as "I" or "me." The Seller is referred to as "you" or "your." This Motor Vehicle Retail Installment Contract ("Contract") may be transferred by the Seller.

PROMISE TO PAY. The credit price is shown below as the "Total Sale Price." The "Cash Price" is also shown below. By signing this Contract, I choose to purchase the Vehicle on credit according to the terms of this Contract. I agree to pay you the Amount Financed, Finance Charge, and any other charges in this Contract and other legally permitted charges. I agree to make payments according to the Payment Schedule in this Contract. If more than one person signs as a Buyer, I agree to keep all the promises in this Contract even if the others do not.

I have thoroughly inspected, accepted, and approved the Vehicle in all respects.

2. VEHICLE

<input checked="" type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Demonstrator <input type="checkbox"/> Factory Official/Executive	Stock No. 8B88572X2021	Year 2021	Make BMW	Model 3 SERIES	Vehicle Identification Number 3MW5P7J04M8B88572	Odometer Reading 3440	<input checked="" type="checkbox"/> Personal Use <input type="checkbox"/> Business Use
<input type="checkbox"/> CD Player <input type="checkbox"/> N/A (specify)		<input type="checkbox"/> N/A (specify)		<input type="checkbox"/> N/A (specify)		<input type="checkbox"/> N/A (specify)	
Trade-In: Year N/A		Make N/A		Model N/A		VIN N/A	
						License No. N/A	

3. CREDIT DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.	The total cost of my purchase on credit, including my down payment of
1.90 %	\$ 1928.76 e	\$ 38667.24	\$ 40596.00 e	\$ 14000.00
				\$ 54596.00 e

PAYMENT SCHEDULE

Number of Payments	Amount of Payments	When Payments Are Due
60	676.60	Monthly, beginning 10/30/2021
1 Balloon Payment (if applicable)	N/A	N/A

SECURITY. You will have a security interest in the Vehicle I am purchasing.
LATE CHARGE. If you do not receive my entire payment within 15 days after it is due, I will pay a late charge of 5% of the scheduled payment.
PREPAYMENT. If I pay off early, I will not have to pay a penalty.
ADDITIONAL INFORMATION. I will refer to this document for information about nonpayment, default, security interests, any required repayment in full before the scheduled date, and prepayment refunds.

4. BALLOON PAYMENT

BALLOON PAYMENT. If a Balloon Payment is noted in Section 3, I understand that the last scheduled payment of this Contract is a Balloon Payment and is substantially larger than each of the other scheduled payments. The due date and amount of this Balloon Payment are shown in the Payment Schedule in Section 3 above. If I choose the Return (Sale) Option in Section 10 of this Contract, I agree that I may incur the following fees: (A) a Disposition Fee of \$ **N/A**; (B) Excess Mileage Fees of **N/A** ¢ for each mile driven in excess of **N/A** miles per year; and (C) the Excess Wear and Use Charge as explained in Section 10.



5. ITEMIZATION OF THE AMOUNT FINANCED

1. CASH PRICE

(A) Cash Price of Vehicle and Accessories \$ 43097.00
 (B) Sales Tax \$ 2549.69
 (C) Other (Describe) _____ \$ N/A
 (D) Other (Describe) _____ \$ N/A
 (E) Other (Describe) _____ \$ N/A
 (F) Other (Describe) _____ \$ N/A
 Total Cash Price = \$ 45646.69(1)

H. Government license and/or registration fees \$ 136.25
 I. Government certificate of title fee \$ 33.00
 J. Government vehicle inspection fees \$ 23.75
 to state \$ 16.75 to inspection station \$ 7.00
 K. Deputy service fee paid to Seller \$ 10.00

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law.

Un cargo documental no es un cargo oficial. La ley no exige que se imponga un cargo documental. Pero este podría cobrarse a los compradores por el manejo de la documentación en relación con la venta. Un cargo documental no puede exceder una cantidad razonable acordada por las partes. Esta notificación se exige por ley.

2. TOTAL DOWN PAYMENT (If (2) is negative enter "0" and see line 4.A. below)

Gross trade-in \$ N/A - payoff by Seller of \$ N/A
 = net trade-in \$ N/A
 + Cash Down Payment \$ 10000.00
 + Manufacturer's Rebate Assigned to Seller \$ 4000.00
 + Other (Describe) N/A \$ N/A
 Total Downpayment \$ 14000.00 (2)

L. Documentary Fee (Cargo Documental) \$ 150.00

3. UNPAID BALANCE OF CASH PRICE (1 minus 2) \$ 31646.69 (3)

M. Other charges (Seller must identify who is paid and describe purpose)
 to N/A for N/A \$ N/A
 to N/A for N/A \$ N/A
 to CPA INC. for ESC \$ 4890.00
 to N/A for N/A \$ N/A
 to N/A for N/A \$ N/A
 to ECP for INT & EXT PR \$ 699.00
 to ECP for WINDSHIELD P \$ 999.00
 to N/A for N/A \$ N/A

4. OTHER CHARGES INCLUDING AMOUNTS PAID TO OTHERS

(Seller may keep part of these amounts):

A. Net trade-in payoff to N/A \$ N/A
 B. Cost of optional credit insurance paid to insurance company or companies
 Life \$ N/A
 Disability \$ N/A
 C. Other insurance paid to insurance companies \$ N/A
 D. Official fees paid to government agencies \$ N/A
 E. Debt cancellation agreement fee paid to Seller \$ N/A
 F. Dealer's inventory tax paid to Seller \$ 79.55
 G. Other taxes (if not included in cash price) \$ N/A

Total other charges and amounts paid to others on my behalf \$ 7020.55(4)

5. AMOUNT FINANCED (3 + 4) \$ 38667.24(5)

Seller will pay taxes, title fee, license and registration fees, and part of the inspection fee to government agencies. Seller will retain the documentary fee and the deputy service fee. Seller may also retain part or all of the inspection fee, insurance, service contracts, and other charges.

6. SERVICE CONTRACT

A service contract is not required to obtain credit and will not be provided unless I sign and agree to pay the cost. The service contract issued by the Provider will describe the terms and conditions in further detail. By signing below, I agree to purchase the service contract for the term and cost indicated.

Provider: N/A Cost: \$ N/A Term: N/A months or N/A miles, whichever occurs first.
 Provider: N/A Cost: \$ N/A Term: N/A months or N/A miles, whichever occurs first.
 Provider: CPA INC. Cost: \$ 4890.00 Term: 84 months or 75000 miles, whichever occurs first.
 Provider: N/A Cost: \$ N/A Term: N/A months or N/A miles, whichever occurs first.
 Provider: N/A Cost: \$ N/A Term: N/A months or N/A miles, whichever occurs first.

X R. Buhl
 Buyer's Signature

X N/A
 Buyer's Signature

7. OPTIONAL CREDIT INSURANCE

Optional credit life or credit accident and health insurance. Credit Life Insurance and Credit Accident and Health Insurance are not required to obtain credit and will not be provided unless I sign and agree to pay the premium. My decision to obtain (or not obtain) credit insurance is not a factor in granting credit and does not affect your credit decision. I may also use alternative coverage or buy insurance elsewhere.

Credit Life, one buyer \$ N/A Credit Life, both buyers \$ N/A Term N/A
 Credit Accident and Health, one buyer \$ N/A Credit Accident and Health, both buyers \$ N/A Term N/A

The insurance application, notice of proposed insurance, policies or certificates issued by the insurer (as applicable) will describe the terms and conditions of any optional Credit Life and/or Credit Accident and Health Insurance.

If the term is 121 months or longer, the premium is not fixed or approved by the Texas Insurance Commissioner.

If this box is marked, the premium for the insurance coverage(s) included above is not fixed or approved by the Texas Insurance Commissioner.

I want the insurance indicated above.

Buyer's Signature: N/A Date: N/A Buyer's Signature: N/A Date: N/A

8. OPTIONAL GAP INSURANCE; OPTIONAL DEBT CANCELLATION AGREEMENT

Optional GAP insurance coverage; Optional debt cancellation agreement. Neither GAP Insurance nor a Debt Cancellation Agreement is required to obtain credit. If I want GAP Insurance, I can obtain it from an insurance agent and company of my choice. Unless I sign and agree to pay the extra cost below, GAP insurance coverage and a debt cancellation agreement are not provided.

Table with 3 columns: Coverage, Term in Months, Premium or Fee. Rows for GAP* and Debt Cancellation Agreement**.

*If I purchase GAP Insurance and the Vehicle is determined to be a total loss, the GAP Insurance will pay you the difference between the proceeds of my basic collision policy and the amount I owe on this Contract, minus my deductible. I can cancel that insurance without charge for 10 days from the date of this Contract.

**IF I PURCHASE THE DEBT CANCELLATION AGREEMENT YOU WILL CANCEL CERTAIN AMOUNTS I OWE UNDER THIS CONTRACT IN THE CASE OF A TOTAL LOSS OR THEFT OF THE VEHICLE AS STATED IN THE DEBT CANCELLATION AGREEMENT. I can cancel the debt cancellation agreement without charge for a period of 30 days from the date of this Contract, or for the period stated in the debt cancellation agreement, whichever period ends later.

If the box next to the premium for GAP insurance above is marked, that premium is not fixed or approved by the Texas Insurance Commissioner. A debt cancellation agreement is not insurance and is regulated by the Office of Consumer Credit Commissioner.

For the premium or fee included above, I want the optional GAP insurance coverage or debt cancellation agreement for which a charge is indicated above.

Buyer's Signature: N/A Buyer's Signature: N/A Date: N/A

9. INSURANCE DISCLOSURE AND VERIFICATION

PROPERTY INSURANCE. I must keep the Vehicle insured against damage or loss in the amount I owe. I must keep this insurance until I have paid all that I owe under this Contract. I may obtain property insurance from anyone I want or provide proof of insurance I already have. The insurer must be authorized to do business in Texas. The maximum permitted deductible is \$1000. I agree to give you proof of property insurance. I must name you as the person to be paid under the policy in the event of damage or loss.

I agree to maintain the physical damage insurance coverage described in Section 12. I affirm that such insurance is in force on the date of this Contract. I authorize Seller and its assignees to speak to my insurance agent or company, and any future insurance agents or companies, about my coverage for the Vehicle.

Table with 4 columns: Insurance Company, Policy No., Coverage Verified (Center Employee's Initials), Agent Name, Address, Phone No. Includes handwritten signature and values like N/A, BX11466421, (888) 404-5365.

All matters regarding insurance should be sent by e-mail to insuranceinfo@bmwfs.com; or faxed to 888-725-8456.

THIS CONTRACT DOES NOT INCLUDE INSURANCE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

10. BALLOON PAYMENT OPTIONS

BALLOON PAYMENT OPTIONS. This section applies if a Balloon Payment is shown in the Payment Schedule in Section 3 of this Contract. A Balloon Payment is a scheduled payment more than twice the amount of the average of my scheduled payments, other than the down payment, that are due before the Balloon Payment. I can choose any of the three options below to satisfy the Balloon Payment when it is due.

- 1. Payment Option. I can pay all I owe when the Balloon Payment is due and keep my Vehicle.
2. Refinance Option. I can enter into a new agreement to refinance my last installment if I am not in default. I can refinance at an annual percentage rate up to 5 percentage points greater than the Annual Percentage Rate shown in Section 3 of this Contract.
3. Return (Sale) Option. I can satisfy the Balloon Payment by returning (selling) the Vehicle to you under the following agreement.

Excess Wear & Use. I agree to pay you the costs of all repairs to the Vehicle that are not the result of normal wear and use, whether or not you actually repair the Vehicle. Excess Wear and Use includes, but is not limited to: (a) inoperative electrical or mechanical parts;

- (b) dented, scratched, chipped, rusted, pitted, broken or mismatched body parts, paint, vehicle identification items, trim or grill work;
(c) non-functioning, scratched, cracked, pitted or broken glass or lights;
(d) missing equipment, parts, accessories or adornments;
(e) torn, damaged, burned or stained interior;
(f) any damage that makes the Vehicle unlawful or unsafe to drive;
(g) damage due to installation or removal of non-manufacturer, after-market or replacement parts;
(h) damage (including damage to the engine) due to failure to maintain the Vehicle in accordance with Section 13.B; or
(i) tires with tread of less than 1/8" remaining at the shallowest point, or tires not all of the same grade, quantity and quality as those delivered with the Vehicle.

11. PAYMENTS AND SECURITY INTEREST

A. FINANCE CHARGE. You figure the Finance Charge using the true daily earnings method as defined by the Texas Finance Code. Under the true daily earnings method, the Finance Charge will be figured by applying the daily rate to the unpaid portion of the Amount Financed for the number of days the unpaid portion of the Amount Financed is outstanding. The daily rate is 1/365th of the Annual Percentage Rate. The unpaid portion of the Amount Financed does not include late charges or returned payment fees.

B. APPLICATION OF PAYMENTS. You will apply my payments in the following order:
1. Earned but unpaid Finance Charge and late charges; and
2. To anything else I owe under this Contract.

C. HOW YOU FIGURE VARIOUS AMOUNTS; FINAL PAYMENT. You based the Finance Charge, Total of Payments, and Total Sale Price as if all payments were made as scheduled. If I do not timely make all my payments in at least the correct amount, I will have to pay more Finance Charge and my last payment will be more than my final scheduled payment. If I make scheduled payments early, my Finance Charge will be reduced (less). If I make my scheduled payments late, my Finance Charge will increase. I promise to pay all that I lawfully owe on the day the final payment is due, even if that amount is different from the final payment shown in the Payment Schedule. However, if a Balloon Payment is noted in Section 3, I can satisfy the amount I owe for the



last scheduled payment by using any of my three Balloon Payment Options set forth in Section 10.

D. LATE CHARGE AND RETURN PAYMENT FEE. I agree to pay you a late charge as shown in Section 3 of in this Contract when it accrues. I agree to pay you a returned payment fee of up to \$30 for a returned check, item, paper or electronic payment. You can add the returned payment fee to the amount I owe or collect it separately.

E. SECURITY INTEREST. To secure all I owe on this Contract and all my promises in it, I give you a security interest in:

- the Vehicle including all accessories and parts now or later attached and any other goods financed in this Contract;
- all insurance proceeds and other proceeds received for the Vehicle;
- any insurance policy, service contract or other contract financed by you and any proceeds of those contracts; and
- any refunds of charges included in this Contract for insurance, or service contracts.

This security interest also secures any extension or modification of this Contract. The certificate of title must show your security interest in the Vehicle.

I agree to fully cooperate with you to perfect your security interest in the Vehicle, including, but not limited to, paying applicable titling and registration fees, obtaining a smog and/or safety inspection from an authorized inspection station, obtaining applicable inspections of the vehicle identification number from the appropriate law enforcement or other government official(s), and providing you with inspection certificates and other documents necessary to perfect your security interest.

12. VEHICLE INSURANCE

A. AGREEMENT TO KEEP VEHICLE INSURED. I agree to have physical damage insurance covering loss or damage to the Vehicle for the term of this Contract. The insurance must cover your interest in the Vehicle. The insurance must include collision coverage and either comprehensive or fire, theft, and combined additional coverage. The insurance must be in an amount not less than the unpaid amount from time to time owed under this Contract, or the insurable value of the Vehicle, whichever is less. The insurance may have normal and reasonable deductibles (not to exceed \$1000).

B. PHYSICAL DAMAGE INSURANCE PROCEEDS. I must use physical damage insurance proceeds to repair the Vehicle, unless you agree otherwise in writing. However, if the Vehicle is a total loss, I must use the insurance proceeds to pay what I owe you. I agree that you can use any proceeds from insurance to repair the Vehicle, or you may reduce what I owe under this Contract. If the unpaid amount owed on this Contract has been lawfully declared due at the time you are holding the insurance proceeds, you may, at your option, instead apply the insurance proceeds to reduce what I owe under this Contract.

C. INSURANCE OR OTHER CHARGES RETURNED. I agree that if you receive any refund on any optional insurance, maintenance, service, or any other contracts or products financed under this Contract, you may use the refund to reduce the amount I owe on this Contract. If the unpaid amount owed on this Contract has been lawfully declared due at the time you are holding the insurance proceeds, you may, at your option, instead apply the insurance proceeds to reduce what I owe under this Contract.

D. APPLICATION OF PROCEEDS AND REFUNDS. If you apply insurance proceeds or refunds to the amount I owe, they will be applied to my required payments, including payments already due and future payments, in reverse order of when they become due under this Contract. If my insurance on the Vehicle, credit insurance, GAP insurance or debt cancellation agreement doesn't pay all I owe (such as, for example, my insurance deductible or other amounts not covered or paid by my insurance or debt cancellation), I must pay what is still owed. I must pay all I owe even if the Vehicle is lost, damaged or destroyed (other than because of fault in the Vehicle or your fault). Once all amounts owed under this Contract are paid, any remaining proceeds or refunds totaling a \$1 or more will be paid to me.

13. WARRANTIES AND VEHICLE USE

A. WARRANTIES.

1. NO WARRANTIES BY SELLER. THE SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE VEHICLE. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE VEHICLE.

2. EXCEPTIONS TO ABOVE. SECTION 13. A.1 ABOVE DOES NOT APPLY IF THE SELLER MAKES A WRITTEN WARRANTY, OR ENTERS INTO A SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT. ALSO, IF THE VEHICLE IS A USED OR DEMONSTRATOR VEHICLE, ANYTHING ON THE WINDOW FORM ON THE VEHICLE PREVAILS OVER SECTION 13. A.1.

3. NO EFFECT ON MANUFACTURER WARRANTY, IF ANY. SECTION 13. A.1 ABOVE DOES NOT AFFECT ANY WARRANTIES COVERING THE VEHICLE THAT THE MANUFACTURER OR DISTRIBUTOR OF THE VEHICLE MAY PROVIDE, IF ANY.

B. USE OF VEHICLE AND ANY RELATED AGREEMENTS. I agree:

- (1) not to remove the Vehicle from the U.S., or to sell, rent, lease, or transfer any interest in the Vehicle or this Contract without your written permission;
- (2) to notify you within 30 days of any change of my address or the address where I keep the Vehicle;
- (3) not to allow the Vehicle to be misused;
- (4) to prevent the Vehicle from being subject to or threatened by seizure, confiscation, levy, or other involuntary transfer by governmental, administrative or legal process;
- (5) to allow you to inspect the Vehicle at reasonable times;
- (6) not to use the Vehicle improperly or as a taxi without your written permission;
- (7) I will not allow the Vehicle to be seized or placed in jeopardy or use it illegally;
- (8) to maintain the Vehicle in good condition and have the Vehicle serviced and maintained in accordance with the manufacturer's recommendations and specifications, so long as I have obligations under this Contract;
- (9) not to make significant changes to the Vehicle without your consent;
- (10) to timely pay all taxes, fines or charges pertaining to the Vehicle; (If not I will repay you any amount you pay for taxes, fines, or charges on the Vehicle, with interest at the Annual Percentage Rate shown in Section 3 of this Contract, from the date you pay the charge until I repay you. I also agree to pay you those amounts when you ask me to but in no event later than the time my final payment is due under the Payment Schedule.)
- (11) to timely pay all I owe even if the Vehicle is lost, damaged or destroyed;
- (12) to keep the Vehicle free from all liens, and claims except those that secure this Contract; and
- (13) that if a third party takes a lien or claim against or possession of the Vehicle, you may pay the third party any cost required to free the Vehicle from all liens or claims. You may immediately demand that I pay you the amount paid to the third party for the Vehicle. If I do not pay this amount, you may repossess the Vehicle and add that amount to the amount I owe. If you do not repossess the Vehicle, you may still demand that I pay you, but you cannot compute a finance charge on this amount.

14. DEFAULT

A. DEFAULT; REQUIRED REPAYMENT IN FULL. I will be in default if:

- I do not pay any amount when it is due;
- I give you false credit information;
- I break any of my promises in this Contract;
- I allow a judgment to be entered against me or the Vehicle; or
- I file bankruptcy, bankruptcy is filed against me, or the Vehicle becomes involved in a bankruptcy.

If I default, you can exercise your rights under this Contract and your other rights under the law. If I default, or you believe in good faith that I am not going to keep any of my promises, you can demand that I immediately pay all that I owe. You don't have to give me notice that you are demanding or intend to demand immediate payment of all that I owe.

If the Vehicle has an electronic tracking device, I agree that you may use the device to find the Vehicle.

B. REPOSSESSION. If I default, you may repossess the Vehicle from me if you do so without breaching the peace. Any accessories, equipment or replacement parts will stay with the Vehicle. If any personal items are in the Vehicle, you may store them for me and give me written notice at my last address shown on your records within 15 days of discovering that you have such items. If I do not ask for these items back within 31 days from the notice, you may dispose of them as the law allows.

C. MY RIGHT TO REDEEM. If you repossess the Vehicle, you will tell me how much I have to pay to get it back (redeem). If I do not pay you to get the Vehicle back, you can sell it or take other action allowed by law. My right to

redeem ends when the Vehicle is sold or you have entered into a contract for sale or accepted the Vehicle as full or partial satisfaction of this Contract.

D. COLLECTION COSTS. If you hire an attorney who is not your salaried employee to enforce this Contract, I will pay any reasonable attorney's fees and court costs as the law allows.

E. SALE OF THE VEHICLE. If I don't pay you to get the Vehicle back, you can sell it or take other action allowed by law. If you sell the Vehicle in a public or private sale, you will send me notice at least 10 days before you sell it. You can use the money you get from selling it to pay allowed expenses and to reduce the amount I owe. Allowed expenses are expenses you pay as a direct result of taking the Vehicle, holding it, preparing it for sale, and selling it. If any money is left, you will pay it to me unless you must pay it to someone else. If the money from the sale is not enough to pay all I owe, I must pay the rest of what I owe you plus interest. If you take or sell the Vehicle, I will give you the certificate of title and any other document required by state law to record transfer of title.

F. CANCELLATION OF OPTIONAL INSURANCE AND SERVICE CONTRACTS. This Contract may contain charges for insurance or service contracts or for services included in the Cash Price. If I default, I agree that you can claim benefits under these contracts to the extent allowable, and terminate them to obtain refunds of unearned charges to reduce what I owe.

15. POWER OF ATTORNEY

I appoint you, to the extent permitted by law, through your officer or employee, as my attorney-in-fact. My grant of this power of attorney is coupled with an interest, and is irrevocable until all obligations I owe under this Contract are paid in full. As my attorney-in-fact, you can sign on my behalf all Certificates of Ownership, Registration Cards, applications, affidavits, or any other documents required to register and properly perfect your security interest in the Vehicle; act on my behalf in insurance matters relating to the Vehicle, including, but not limited to, the power to endorse insurance proceeds checks or drafts on my behalf; and cancel any Credit Life, Credit Accident and Health, Guaranteed Automotive Protection Coverage, or any other optional insurance, or any Extended Warranty, service contract, maintenance contract, or any other contract or service financed under this Contract, and apply the refunded premium or cost to my outstanding balance if I am in default. Should an original power of attorney be necessary to accomplish any of the preceding, I agree to execute a separate identical power of attorney document and promptly provide you with the same.

16. ADDITIONAL TERMS

A. MY CREDIT INFORMATION. I have given true and correct information in my credit application. I understand that you have relied upon the correctness of that information in entering into this Contract. I have given you a true payoff amount on any vehicle traded in. I promise that if it is not correct and is greater than the amount shown in this Contract, I will pay the excess to you when you ask me to.

B. OTHER AGREEMENTS. (1) I agree that you may delay or refrain from enforcing any of your rights under this Contract without losing them. (2) This Contract contains the entire agreement between us about the sale and financing of the Vehicle. Any change to this Contract must be in writing, and you and I must sign it. No oral changes to this Contract are binding. (3) If any part of this Contract is not valid, all other parts stay valid. (4) Unless the law or another part of this Contract requires something different, I agree that you can give any notice to me by hand or by mailing it in the U.S. Postal Service addressed to my last address shown by your records, unless I notify you in writing of a different address. (5) Federal law and Texas law apply to this Contract.

C. IMPORTANT LIMITATIONS ON YOUR RIGHTS. All of your rights will be used only in a lawful way and without breaching the peace. I do not have to pay any amount more than what the law allows. If any amount under this Contract (or under any document or communication) would be more than the amount the law allows, the amount will be automatically reduced to the maximum amount the law allows. If you ever receive any amount that is more than the law allows, you will promptly refund the excess to me. You agree that this Contract does not result in my giving up any claims for any illegal act in collecting any payments or in any repossession. This section controls all other parts of this Contract and all other documents except (if the Vehicle is a used or demonstrator vehicle), the window form and the notice about the window form in this Contract.

D. SERVICING AND COLLECTION CONTACT. You may try to contact me at any mailing address, e-mail address, or phone number I give you, as the law allows. You may try to contact me in writing (including mail, e-mail, and text messages) and by phone (including prerecorded or artificial voice messages and automatic telephone dialing systems).

17. FTC NOTICES

In this section only, the word "you" refers to the Buyer.

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 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.

The following notice does not apply if the Vehicle is purchased for business use:

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

18. ARBITRATION CLAUSE

PLEASE REVIEW - IMPORTANT - AFFECTS OUR LEGAL RIGHTS

NOTICE: Either you or I may choose to have any dispute between us decided by arbitration and not in a court or by jury trial. If a dispute is arbitrated, I will give up my right to participate as a class representative or class member on any Claim I may have. This includes giving up any right to class arbitration or any consolidation of individual arbitrations. Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. Other rights you and I would have in court may not be available in arbitration. In this [Section 18](#), "you" and "your" includes Seller and any other owner or holder of this Contract.

"Claim" broadly means any claim, dispute or controversy that arises out of or relates to my credit application, the sale, purchase, lease, or the condition of the Vehicle, this Contract, or any resulting transaction or relationship (including a relationship with third parties who do not sign this Contract). "Claim" includes any claims in contract, tort, statute or otherwise, whether they now exist or arise in the future. "Claim" includes claims against you or me or any of your or my employees, officers, directors, affiliates, successors or assigns. "Claim" also includes claims against any third parties in connection with a Claim between us. Any Claim shall, at your or my election, be resolved by neutral, binding arbitration and not by a court action.

"Claim" does not include any dispute or controversy about the validity, enforceability, coverage or scope of all or any part of this Arbitration Clause (including, without limitation, the Class Action Waiver below and this sentence); those disputes or controversies are for a court and not an arbitrator to decide. But any dispute or controversy that concerns the validity or enforceability of the Contract as a whole is for the arbitrator, not a court, to decide. "Claim" also does not include an individual action I bring in small claims court or my state's equivalent court, unless it is transferred, removed or appealed to a different court. "Claim" does not include the exercise of any self-help remedy. "Claim" does not include an individual court action seeking only to prevent the exercise of a self-help remedy, and not requesting damages or monetary relief of any kind. "Claim" does not include a request for replevin of the Vehicle.



This Arbitration Clause will not apply to any Claims that are the subject of: (a) a suit filed and pending in court on the effective date of this Arbitration Clause seeking a class action in which I am alleged to be a member of the putative class, or (b) a motion to compel arbitration filed by you against me before the effective date of this Arbitration Clause under a prior arbitration clause. However, in each of those situations, you and I will be bound by any prior arbitration clause.

Class Action Waiver. This paragraph controls over any other provision of this Contract or Arbitration Clause. If either you or I elect to arbitrate a Claim, neither you nor I will have the right: (a) to participate in a class action, mass action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. No arbitrator has authority to conduct an arbitration in violation of this provision. The Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against you by a state or federal government agency, even if the agency seeks relief on behalf of a class that includes me. You will not have the right to compel arbitration of any claim brought by such an agency. The Class Action Waiver is material, essential to the arbitration of any Claims and nonseverable from this Arbitration Clause. If the Class Action Waiver is limited, voided or found unenforceable, then this Arbitration Clause (except for this sentence) shall be invalid with respect to that proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. You and I agree that under no circumstances will a class action be arbitrated.

If you or I choose to have a Claim decided by arbitration, the Claim will be arbitrated by a single arbitrator. The party commencing arbitration may choose the American Arbitration Association (“AAA”), 120 Broadway, New York, NY 10271, www.adr.org, 1-800-778-7879 or JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, 1-800-352-5267 to administer the arbitration. The rules and forms of the AAA and JAMS may be obtained on those websites or by writing to them at those addresses. Either you or I may request an expedited hearing under the applicable rules. If the AAA and JAMS are unable or unwilling to serve as administrator, or we mutually agree not to utilize them, we may agree upon another arbitration administrator. If we are unable to agree, a court shall determine the administrator. No company may serve as administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this Arbitration Clause. This Arbitration Clause controls over any arbitration administrator’s rules, any other part of this Contract, or any other arbitration provision relating to this Contract. If a party files a lawsuit asserting any Claim and the other party files a motion to compel arbitration that the court grants, it is the responsibility of the party bringing the Claim to select an arbitration administrator and commence the arbitration, in accordance with this paragraph and the administrator’s rules and procedures.

Arbitrators shall be attorneys with at least ten years of experience or retired judges and shall be selected pursuant to the applicable rules. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court or by state or local laws that relate to arbitration proceedings. The arbitrator will honor statutes of limitation and claims of privilege recognized under applicable law. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”) that would apply if the matter were in court. Punitive damages shall be governed by applicable law, including Constitutional standards used by the courts. Subject to the Class Action Waiver, the arbitrator may award damages or other relief or remedies permitted by applicable law including equitable, temporary and provisional remedies. The arbitrator shall write a brief explanation of the grounds for the decision. Any arbitration hearing that I attend in person shall be at a place reasonably convenient to where I reside. Any court having jurisdiction may enter judgment on the arbitrator’s award.

In any arbitration that I commence against you, if the total amount of my Claim(s) is less than \$25,000, you will pay: (a) the fees and costs of the arbitration administrator and arbitrator if I make written request that you do so; and (b) my reasonable attorneys’ and expert witness fees and costs if and to the extent I prevail in the arbitration, in an amount determined by the arbitrator. Except as provided above, we will each pay fees and costs of the arbitration administrator and the arbitrator as provided by the applicable rules of the arbitration administrator, including those for consumer arbitrations if applicable. Except as provided above, you and I are each responsible for our own attorneys’ and expert witness fees, unless they are awarded in arbitration by the arbitrator under applicable state or federal law.

The arbitrator’s award shall be final and binding on all parties, except for any right of appeal provided by the FAA and as follows. If the amount of the Claim exceeds \$100,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to any party exceeding \$100,000, any party can, within 30 days after entry of the arbitrator’s award, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall consider anew any aspect of the award requested by an appealing party. The decision of the panel shall be by majority vote. References in this Arbitration Clause to “the arbitrator” mean the panel if an appeal of the arbitrator’s decision is taken. The appealing party is responsible for the filing fee and arbitrators’ fees for the appeal panel, which fee and costs may be reimbursed by decision of the appeal panel at its discretion. Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

You and I retain any rights to self-help remedies, such as repossession. Neither the exercise of any self-help remedies nor any individual action in court by one party solely to prevent the other party from using a self-help remedy and not claiming damages or other monetary or equitable relief is subject to arbitration. Neither you nor I waive the right to arbitrate by using self-help remedies.

This Arbitration Clause shall survive any termination, payoff, or transfer of this Contract. It also survives any bankruptcy, to the extent consistent with applicable bankruptcy law. If any part of this Arbitration Clause, other than the Class Action Waiver, is determined to be unenforceable for any reason, the remainder remains enforceable. This Contract involves interstate commerce. This Arbitration Clause and any arbitration under it are governed by the FAA and not by any state law concerning arbitration. However, the governing law for substantive issues shall be the law of the state of the Seller’s place of business shown in [Section 1](#) of this Contract and applicable federal law.

Any arbitration Claim or other notice will be given to you at the following address: If my Claim is against Seller, to the address specified in [Section 1](#) of this Contract. If my Claim is against the Assignee (designated in [Section 21](#) of this Contract), notice of my Claim will be given at 5550 Britton Parkway, Hilliard, OH 43026. If my Claim is against both the Seller and the Assignee, I agree that both the Seller and the Assignee will each be notified of my Claim at its address.

19. OTHER NOTICES

For questions or complaints about this Contract, contact BMW Financial Services NA, LLC, servicer for BMW Bank of North America, at 1-800-578-5000. The Office of Consumer Credit Commissioner (OCCC) is a state agency, and it enforces certain laws that apply to this Contract. If a complaint or question cannot be resolved by contacting the creditor, consumers can contact the OCCC to file a complaint or ask a general credit-related question. OCCC address: 2601 N. Lamar Blvd., Austin, Texas 78705. Phone: (800) 538-1579. Fax: (512) 936-7610. Website: www.occc.texas.gov. E-mail: consumer.complaints@occc.texas.gov.

20. BUYER NOTICES AND CONTRACT SIGNATURES

IMPORTANT: READ THE ADDITIONAL TERMS ON ALL PAGES BEFORE SIGNING BELOW.

NOTICE TO THE BUYER - I WILL NOT SIGN THIS CONTRACT BEFORE I READ IT OR IF IT CONTAINS ANY BLANK SPACES. I AM ENTITLED TO A COPY OF THE CONTRACT I SIGN. UNDER THE LAW, I HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT I OWE AND UNDER CERTAIN CONDITIONS MAY SAVE A PORTION OF THE FINANCE CHARGE. I WILL KEEP THIS CONTRACT TO PROTECT MY LEGAL RIGHTS.

THE ANNUAL PERCENTAGE RATE MAY BE NEGOTIATED WITH THE SELLER. THE SELLER MAY ASSIGN THIS CONTRACT AND RETAIN ITS RIGHT TO RECEIVE A PART OF THE FINANCE CHARGE.

Any changes to this Contract must be in writing. Both you and I must sign it. No oral changes to this Contract are enforceable.

I AGREE TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. I CONFIRM THAT BEFORE I SIGNED THIS CONTRACT, YOU GAVE IT TO ME, AND I WAS FREE TO TAKE IT AND REVIEW IT.

Buyer's Signature: 

Buyer's Signature: **N/A**

THIS CONTRACT IS NOT VALID UNTIL YOU AND I SIGN IT.

21. SELLER SIGNATURE

By signing below, the Seller: (1) acknowledges that no representations or warranties beyond those stated in this Contract have been made; (2) confirms that no written or oral representations have been made by or to the Buyer that can be used as a defense to this Contract; (3) accepts the terms and conditions of this Contract; (4) represents that the insurance coverage required by this Contract has been verified with the Buyer's insurance agent; (5) assigns this Contract to BMW Bank of North America, a wholly owned subsidiary of BMW Financial Services NA, LLC (collectively "Assignee"), 5550 Britton Parkway, Hilliard, Ohio 43026; and (6) acknowledges that the Dealer Agreement in place with Assignee governs this transaction. The Seller shall not be an agent of Assignee for any purpose.

Authorized Signature: 

Title: **BUSINESS MANAGER**

