

Date: 12/27/2023



VEHICLE BUYER'S ORDER

Table with 3 columns: Buyer Name and Address, Co-Buyer Name and Address, Seller Name and Address. Includes contact information for Chander Suram and Beaver Toyota of Cumming.

THIS BUYER'S ORDER IS FOR THE FOLLOWING  NEW  USED  CAR  TRUCK  DEMONSTRATION TO BE DELIVERED ON OR ABOUT 12/27/2023

Table with 8 columns: Year, Make, Model, Type, Trim, Color, Mileage, Stock #. Row 1: 2024, TOYOTA, RAV4 HYBRID, 4DR AWD HYB, ASH FABRIC, ICE CAP, 4, 120414

TRADE IN RECORD 1

Table with 4 columns: YR., MAKE, MODEL, TYPE. Includes details for Toyota RAV4 Hybrid (Year: 2024, Mileage: 1846).

TRADE IN RECORD 2

Table with 4 columns: YR., MAKE, MODEL, TYPE. All fields are marked as N/A.

COLLISION COVERAGE

Table with 3 columns: NAME OF AGENT, ADDRESS, POLICY NUMBER. Includes Progressive Insurance info (Tampa, FL).

DEALER ADMINISTRATIVE FEE

The Dealer Administrative Fee represents Dealer costs such as administrative services, notary services, courier expense and cleaning, inspecting and adjusting new and used vehicle inventories as well as additional Dealer profit. It is not a government fee.



Handwritten signature of the customer.

Customer Initials \_\_\_\_\_ Co-Customer Initials N/A

Table with 2 columns: Item Description, Amount. Lists various fees and totals including VIN (4T3RWRV3RU120414), Price of Vehicle (\$37106.96), Dealer Accessories, Road Hazard, Electronic Filing Fee, Gap Insurance, Total Delivered Price, and Balance Due (\$51367.04).

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.

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. THE VEHICLE SOLD WITHOUT WARRANTIES IS SOLD AS IS.

You will receive the following type of certificate of title for the Vehicle:

- "original" title
- insurance loss dated title
- title with a theft or flood damage notation
- rebuilt, salvage or junk title

By signing below, you understand and accept that you will receive the type of title disclosed above.

BUYER X [Signature]

BUYER X N/A

I certify that I took delivery of this Vehicle on 12/27/2023

Customer initials: [Signature]

TERMS OF PAYMENT OF BALANCE DUE ON DELIVERY:

- CASH \$ N/A
- CONSUMER CREDIT FINANCING BY OR THROUGH US

**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 for cash (this includes a Buyer arranging Buyer's own financing from a party other than dealer), this Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative.**

**If Buyer is buying the Vehicle in a credit sale transaction evidenced by a retail installment sale contract, this Agreement is binding when the retail installment contract is signed, but will not remain binding if a third party finance source does not agree to purchase the retail installment contract executed by Buyer and Dealer 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 or lease the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement.**

**BUYER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION.**

**Buyer, by signing this Agreement, certifies he or she is at least 18 years of age and has read and agrees to its terms and has received a true copy of this Agreement.**

BUYER SIGNS X [Signature] DATE 12/27/2023

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

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

X [Signature] DATE 12/27/2023

Customer Initials [Signature] Co-Customer Initials N/A

ADDITIONAL TERMS AND CONDITIONS

1. These definitions apply to this Agreement:

"Buyer" means the party or parties executing this Agreement as such.
"Dealer" means the authorized Dealer named on page 1 of this Agreement.
"Manufacturer" means the manufacturer of the Vehicle.
"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.
"Vehicle" is the vehicle or chassis that is the subject of this Agreement.

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. Buyer shall give Dealer satisfactory evidence of title to any Trade-in upon delivery to Dealer. Buyer warrants any Trade-in to be Buyer's property, free and clear of all liens and encumbrances unless otherwise noted in this Agreement, and that the Trade-in has never had a salvage or "branded" title, been reconstructed, rebuilt, flooded or had major mechanical damage that caused the reconstruction of the Trade-in. Buyer represents that the Trade-in's mileage shown in this Agreement is the actual mileage on the Trade-in. Buyer authorizes Dealer to rely on this representation in entering into this Agreement. If Buyer provides false information related to the Trade-in Buyer agrees to repurchase the Trade-in for the full allowance given to Buyer plus all costs incurred by Dealer in resolving the matter including but not limited to reconditioning costs, legal fees, court and collection costs. Buyer authorizes Dealer to sell the Trade-in without regard to whether the financing contingencies are satisfied as described below. Should the actual payoff(s) amount be less, Dealer will refund the difference to Buyer. If the payoff(s) is more, Buyer agrees to remit the difference to Dealer within three business days of notification of the difference.

5. Except as permitted under Sections 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.

6. 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.

7. If this Agreement shows a charge for credit insurance, this paragraph applies. The credit insurance provisions in any retail installment contract 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 Buyer may sign shall otherwise remain fully effective, to the extent provided by applicable law.

8. Buyer agrees to sign such agreements or documents as Dealer may reasonably require to effect the terms and conditions of payment shown in this Agreement and to otherwise carry out the intent of this Agreement.

9. 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, Buyer will pay Dealer a \$30 returned check charge to the extent permitted by law. We may charge you an additional fee that is equivalent to the amount we were charged from the financial institution or bank for the dishonored check.

10. This paragraph applies if Buyer is buying the Vehicle from dealer under the terms of a retail installment contract. 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 assign the retail installment contract. Buyer agrees that if Dealer is unable to assign the retail installment contract to any one of the third party finance sources with which Dealer regularly does business on the terms as submitted, Dealer may cancel this Agreement and the retail installment contract. Dealer shall give Buyer written notice (or in any other manner in which actual notice is given to Buyer) within a reasonable period of time of the date this Agreement is signed if Dealer elects to cancel. Upon receipt of such notice, Buyer must immediately return the Vehicle to Dealer in the same condition as when sold, reasonable wear and tear excepted. Dealer must give back to Buyer all consideration received by Dealer, including any trade-in vehicle. If Buyer does not immediately return the Vehicle, Buyer shall be liable for all expenses incurred by Dealer in taking the Vehicle from Buyer, including reasonable attorney's fees. While the Vehicle is in Buyer's possession, all terms of this Agreement and the retail installment contract, including those relating to use of the Vehicle, shall be in full force, except that liability, collision, and comprehensive insurance on the Vehicle shall be provided by Dealer's insurance policy until this Agreement and the retail installment contract 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.

11. 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 unless noted to the contrary on another document(s). No agent, employee or manager of Dealer may change this policy.

12. 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 contract between Buyer and Dealer, the terms of such retail installment 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.

13. 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.

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.

14. 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 Motor Vehicle Division of the Department of Revenue 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.

15. 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.



Customer Initials [Signature] Co-Customer Initials N/A

**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](http://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.

Customer Initials              Co-Customer Initials              **N/A**