

GA-102 10/10/2015

## Retail Installment Contract and Security Agreement

<b>Seller Name and Address</b> CARVANA, LLC 166 16th St NW Atlanta, GA 30363-1068	<b>Buyer(s) Name(s) and Address(es)</b> Surender Goud Aithagoni 4240 Tobiano Trl Cumming GA 30040-1345	<b>Summary</b> No. 2001149152 Date 11/27/2021
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 Business, commercial or agricultural purpose Contract.**Truth-In-Lending Disclosure**

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase on credit, including your down payment of
6.898 %	\$ 7,428.93	\$ 34,725.31	\$ 42,154.24	\$ 5,253.00 \$ 47,407.24

**Payment Schedule.** Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due
68	\$ 612.00	Monthly Beginning 12/28/21
1	\$ 538.24	08/28/27
N/A	\$ N/A	N/A

**Security.** You are giving us a security interest in the Property purchased.**Late Charge.** If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of the lesser of 5% of the unpaid amount of the payment due or \$50.00.**Prepayment.** If you pay off this Contract early, you  may  will not have to pay a Minimum Finance Charge.**Contract Provisions.** You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.**Description of Property**

Year 2019	Make Honda	Model Odyssey	Style Minivan	Vehicle Identification Number 5FNRL6H73KB016846	Odometer Mileage 18696
Other:					
N/A					

**Description of Trade-In**

2014 Honda CR-V (2HKRM4H72EH687299)

N/A

**Conditional Delivery**

**Conditional Delivery.** If checked, you agree that the following agreement regarding securing financing ("Agreement") applies: \_\_\_\_\_ N/A

\_\_\_\_\_. The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

**Sales Agreement**

**Payment.** You promise to pay us the principal amount of \$ 34,725.31 plus finance charges accruing on the unpaid balance at the rate of 6.898 % per year from the date of this Contract

until maturity. After maturity, or after you default and we demand payment, we will charge finance charges on the unpaid balance at 6.898 % per year. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the *Truth-In-Lending Disclosure*. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

**Down Payment.** You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the *Itemization of Amount Financed*.

You agree to make deferred down payments as set forth in your Payment Schedule.

**Additional Charge.** You agree to pay an additional charge of \$ N/A that will be  paid in cash.  financed over the term of the Contract.

**Minimum Finance Charge.** You agree to pay a minimum finance charge of \$ N/A if you pay this Contract in full before we have earned that much in finance charges.

**Itemization of Amount Financed**

a. <b>Cash Price</b> of Vehicle, etc. (incl. tax of \$ <u>1,320.07</u> )	\$	<u>39,910.07</u>
b. Trade-in allowance	\$	<u>18,589.00</u>
c. Less: Amount owing, paid to (includes k): Digital federal credit union	\$	<u>13,336.57</u>
d. Net trade-in (b-c; if negative, enter \$0 here and enter the amount on line k)	\$	<u>5,252.43</u>
e. Cash payment	\$	<u>0.57</u>
f. Manufacturer's rebate	\$	<u>0.00</u>
g. Deferred down payment	\$	<u>0.00</u>
h. Other down payment (describe) N/A	\$	<u>N/A</u>
i. <b>Down Payment</b> (d+e+f+g+h)	\$	<u>5,253.00</u>
j. <b>Unpaid balance of Cash Price</b> (a-i)	\$	<u>34,657.07</u>
k. Financed trade-in balance (see line d)	\$	<u>0.00</u>
l. Paid to public officials, including filing fees	\$	<u>68.24</u>
m. Insurance premiums paid to insurance company(ies)	\$	<u>0.00</u>
n. Service Contract, paid to: N/A	\$	<u>N/A</u>
o. To: N/A	\$	<u>N/A</u>
p. To: N/A	\$	<u>N/A</u>
q. To: N/A	\$	<u>N/A</u>
r. To: N/A	\$	<u>N/A</u>
s. To: N/A	\$	<u>N/A</u>
t. To: N/A	\$	<u>N/A</u>
u. To: N/A	\$	<u>N/A</u>
v. To: N/A	\$	<u>N/A</u>
w. To: N/A	\$	<u>N/A</u>
x. To: N/A	\$	<u>N/A</u>
y. <b>Total Other Charges/Amts Paid</b> (k thru x)	\$	<u>68.24</u>
z. <b>Prepaid Finance Charge</b>	\$	<u>0.00</u>
aa. <b>Amount Financed</b> (j+y-z)	\$	<u>34,725.31</u>

We may retain or receive a portion of any amounts paid to others.

*[This area intentionally left blank.]*

**Insurance Disclosures**

**Credit Insurance.** Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below **only** the coverages you have chosen to purchase.

**Credit Life**

Single  Joint  None  
 Premium \$ N/A Term N/A  
 Insured N/A

**Credit Disability**

Single  Joint  None  
 Premium \$ N/A Term N/A  
 Insured N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

N/A N/A  
 By: \_\_\_\_\_ **DOB**

N/A N/A  
 By: \_\_\_\_\_ **DOB**

N/A N/A  
 By: \_\_\_\_\_ **DOB**

**Property Insurance.** You must insure the Property. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ 1,000.00. If you get insurance from or through us you will pay \$ N/A for N/A of coverage.

This premium is calculated as follows:

- \$ N/A Deductible, Collision Cov. \$ N/A
- \$ N/A Deductible, Comprehensive \$ N/A
- Fire-Theft and Combined Additional Cov. \$ N/A
- N/A \$ N/A

**Liability insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated.**

**Single-Interest Insurance.** You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ N/A for N/A of coverage.

**Additional Protections**

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

 **Service Contract**

Term	_____	N/A
Price	\$ _____	N/A
Coverage	_____	N/A

 **Gap Waiver or Gap Coverage**

Term	_____	N/A
Price	\$ _____	N/A
Coverage	_____	N/A

 **Cosmetic Protection**

Term	_____	N/A
Price	\$ _____	N/A
Coverage	_____	N/A

Sunder Goud Aithagani

11/27/2021

By: Sunder Goud Aithagani Date

N/A

N/A

By: Date

N/A

N/A

By: Date

**Additional Terms of the Sales Agreement**

**Definitions.** "Contract" refers to this Retail Installment Contract and Security Agreement. The pronouns "you" and "your" refer to each Buyer signing this Contract, and any guarantors, jointly and individually. The pronouns "we", "us" and "our" refer to the Seller and any entity to which it may transfer this Contract. "Vehicle" means each motor vehicle described in the *Description of Property* section. "Property" means the Vehicle and all other property described in the *Description of Property* and *Additional Protections* sections.

**Purchase of Property.** You agree to purchase the Property from Seller, subject to the terms and conditions of this Contract. You also agree that the purchase of the Property on credit takes place at the Seller's licensed location identified at the top of page 1 of this Contract. Seller will not make any repairs or additions to the Vehicle except as noted in the *Description of Property* section.

You have been given the opportunity to purchase the Property and described services for the Cash Price or the Total Sale Price. The "Total Sale Price" is the total price of the Property if you buy it over time.

**General Terms.** The Total Sale Price shown in the *Truth-In-Lending Disclosure* assumes that all payments will be made as scheduled. The actual amount you will pay will be more if you pay late and less if you pay early.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that exceeds that maximum amount, we will first apply the excess amount to reduce the principal balance and, when the principal has been paid in full, refund any remaining amount to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

You agree that the Property will not be used as a dwelling.

**Prepayment.** You may prepay this Contract in full or in part at any time. See *Minimum Finance Charge* section. Any partial prepayment will not excuse any later scheduled payments. If we get a refund of any unearned insurance premiums that you paid, you agree that we may subtract the refund from the amount you owe, unless otherwise provided by law.

**Returned Payment Charge.** If you make any payment required by this Contract that is returned or dishonored, you agree to pay a fee of \$30.00 or 5% of the face amount of the instrument, whichever is greater, plus the amount of any fees charged to the holder of the instrument by a bank or financial institution as a result of the instrument not being honored, after we provide any demand or notice required by law.

**Governing Law and Interpretation.** This Contract is governed by the law of Georgia and applicable federal law and regulations.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. You authorize us to correct any clerical error or omissions in this Contract or in any related document.

**Name and Location.** Your name and address set forth in this Contract are your exact legal name and your principal residence. You will provide us with at least 30 days notice before you change your name or principal residence.

**Telephone Monitoring and Calling.** You agree that we may from time to time monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

**Default.** You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- ◆ You fail to perform any obligation that you have undertaken in this Contract.
- ◆ We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract.

If you default, you agree to pay our costs for collecting amounts owing, including court costs and fees for repossession, repair, storage and sale of the Property securing this Contract. You also agree to pay reasonable attorneys' fees after default and referral to an attorney not a salaried employee of ours. The maximum attorneys' fees you will pay will be 15% of the amount you owe.

If an event of default occurs as to any of you, we may exercise our remedies against any or all of you.

**Remedies.** If you are in default on this Contract, we have all of the remedies provided by law and this Contract. Those remedies include:

- ◆ We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
- ◆ We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. You will repay us that amount immediately. That amount will earn finance charges from the date we pay it at the post-maturity rate described in the *Payment* section until paid in full.
- ◆ We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- ◆ We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises.
- ◆ We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward what you owe us.
- ◆ Except when prohibited by law and after we provide any required notices, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not give up our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above. You may have a right to recover that property, and we will give you any notice(s) required by law before we dispose of the property.

If the Property has an electronic tracking device, you agree that we may use the device to find the vehicle.

**Obligations Independent.** Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- ◆ You must pay this Contract even if someone else has also signed it.
- ◆ We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- ◆ We may release any security and you will still be obligated to pay this Contract.
- ◆ If we give up any of our rights, it will not affect your duty to pay this Contract.
- ◆ If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

**Warranty.** Warranty information is provided to you separately.

**Security Agreement**

**Security.** To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle and in all other Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

**Duties Toward Property.** By giving us a security interest in the Property, you represent and agree to the following:

- ◆ You will defend our interests in the Property against claims made by anyone else. You will keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- ◆ You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- ◆ You agree not to remove the Property from the U.S. without our prior written consent.
- ◆ You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- ◆ You will pay all taxes and assessments on the Property as they become due.
- ◆ You will notify us with reasonable promptness of any loss or damage to the Property.
- ◆ You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

**Agreement to Provide Insurance.** You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the *Insurance Disclosures* section, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as loss payee, we may obtain insurance to protect our interest in the Property. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This amount will earn finance charges from the date paid at the post-maturity rate described in the *Payment* section until paid in full.

**Gap Waiver or Gap Coverage.** In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You have the option of purchasing Gap Waiver or Gap Coverage to cover the gap liability, subject to any conditions and exclusions in the Gap Waiver or Gap Coverage agreements.

**Notices**

**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.**

If you are buying a used vehicle: 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.

**Sí compra un vehículo usado: La información que ve adherida en la ventanilla forma parte de éste contrato. La información contenida en el formulario de la ventanilla prevalece por sobre toda otra disposición en contrario incluida en el contrato de compraventa.**

**Third Party Agreement**

(This section applies ONLY to a person who will have an ownership interest in the Property but is NOT a Buyer obligated to pay this Contract ("Third Party Owner".)

In this section only, "you" means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the *Description of Property* section. You also agree to the terms of this Contract except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend or change this Contract, or release any party or Property without releasing you from this Contract. We may take these steps without notice or demand upon you.

**You acknowledge receipt of a completed copy of this Contract.**

N/A

N/A

**By:**

**Date**

Signature of Third Party Owner (NOT the Buyer)

*[This area intentionally left blank.]*

**Electronic Signature Acknowledgment.** You agree that (i) you viewed and read this entire Contract before signing it, (ii) you signed this Contract with one or more electronic signatures, (iii) you intend to enter into this Contract and your electronic signature has the same effect as your written ink signature, (iv) you received a paper copy of this Contract after it was signed, and (v) the authoritative copy of this Contract shall reside in a document management system held by Seller in the ordinary course of business. You understand that Seller may transfer this Contract to another company in the electronic form or as a paper version of that electronic form which would then become the authoritative copy. Seller or that other company may enforce this Contract in the electronic form or as a paper version of that electronic form. You may enforce the paper version of the Contract copy that you received.

**Notice to Buyer. 1. Do not sign this Contract before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the Contract you sign.**

**By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.**

**Buyer**

*Surender Goud Aithagoni*

11/27/2021

**By:** Surender Goud Aithagoni **Date**

N/A

N/A

**By:** **Date**

N/A

N/A

**By:** **Date**

**Seller**

*Paul J...*

11/27/2021

**By:** CARVANA, LLC **Date**

**Assignment.** This Contract and Security Agreement is assigned to  
N/A  
the Assignee, phone N/A. This assignment is made under the terms of a separate agreement made between the Seller and Assignee.  
 This Assignment is made with recourse.  
**Seller**  
N/A **Date**  
N/A **Date**

**Signature Notices**

*The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.*

**Signatures**

**Entire Agreement.** Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

*Surender Goud Aithagoni*

11/27/2021

**By:** Surender Goud Aithagoni **Date**

N/A

N/A

**By:** **Date**

*Paul J...*

11/27/2021

**By:** CARVANA, LLC **Date**

COPY

*[This area intentionally left blank.]*

# BUYERS GUIDE

**IMPORTANT:** Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

Honda	Odyssey	2019	5FNRL6H73KB016846
VEHICLE MAKE	MODEL	YEAR	VEHICLE IDENTIFICATION NUMBER (VIN)

## WARRANTIES FOR THIS VEHICLE:

### AS IS - NO DEALER WARRANTY

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.

### DEALER WARRANTY

- FULL WARRANTY.
- LIMITED WARRANTY. The dealer will pay 100 % of the labor and 100 % of the parts for the covered systems that fail during the warranty period.\* Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

#### SYSTEMS COVERED:

Gasoline Engine

Transaxle

Driveaxle

Air Conditioning

#### DURATION:

100 days or 4,189 miles whichever comes first

100 days or 4,189 miles whichever comes first

100 days or 4,189 miles whichever comes first

100 days or 4,189 miles whichever comes first

\* A \$50 deductible will apply for each out-of-network repair visit.

In-network repair visits do not require a deductible.

## NON-DEALER WARRANTIES FOR THIS VEHICLE:

- MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.
- MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.
- OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

- SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

## ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

**OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS.** For information on how to obtain a vehicle history report, visit [ftc.gov/usedcars](http://ftc.gov/usedcars). To check for open safety recalls, visit [safercar.gov](http://safercar.gov). You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

**SEE OTHER SIDE** for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

SGI

Here is a list of some major defects that may occur in used vehicles.

**Frame & Body**

Frame-cracks, corrective welds, or rusted through  
Dog tracks—bent or twisted frame

**Engine**

Oil leakage, excluding normal seepage  
Cracked block or head  
Belts missing or inoperable  
Knocks or misses related to camshaft lifters and push rods  
Abnormal exhaust discharge

**Transmission & Drive Shaft**

Improper fluid level or leakage, excluding normal seepage  
Cracked or damaged case which is visible  
Abnormal noise or vibration caused by faulty transmission or drive shaft  
Improper shifting or functioning in any gear  
Manual clutch slips or chatters

**Differential**

Improper fluid level or leakage, excluding normal seepage  
Cracked or damaged housing which is visible  
Abnormal noise or vibration caused by faulty differential

**Cooling System**

Leakage including radiator  
Improperly functioning water pump

**Electrical System**

Battery leakage  
Improperly functioning alternator, generator, battery, or starter

**Fuel System**

Visible leakage

**Inoperable Accessories**

Gauges or warning devices  
Air conditioner  
Heater & Defroster

**Brake System**

Failure warning light broken  
Pedal not firm under pressure (DOT spec.)  
Not enough pedal reserve (DOT spec.)  
Does not stop vehicle in straight line (DOT spec.)  
Hoses damaged  
Drum or rotor too thin (Mfgr. Specs)  
Lining or pad thickness less than 1/32 inch  
Power unit not operating or leaking  
Structural or mechanical parts damaged

**Air Bags**

**Steering System**

Too much free play at steering wheel (DOT specs.)  
Free play in linkage more than 1/4 inch  
Steering gear binds or jams  
Front wheels aligned improperly (DOT specs.)  
Power unit belts cracked or slipping  
Power unit fluid level improper

**Suspension System**

Ball joint seals damaged  
Structural parts bent or damaged  
Stabilizer bar disconnected  
Spring broken  
Shock absorber mounting loose  
Rubber bushings damaged or missing  
Radius rod damaged or missing  
Shock absorber leaking or functioning improperly

**Tires**

Tread depth less than 2/32 inch  
Sizes mismatched  
Visible damage

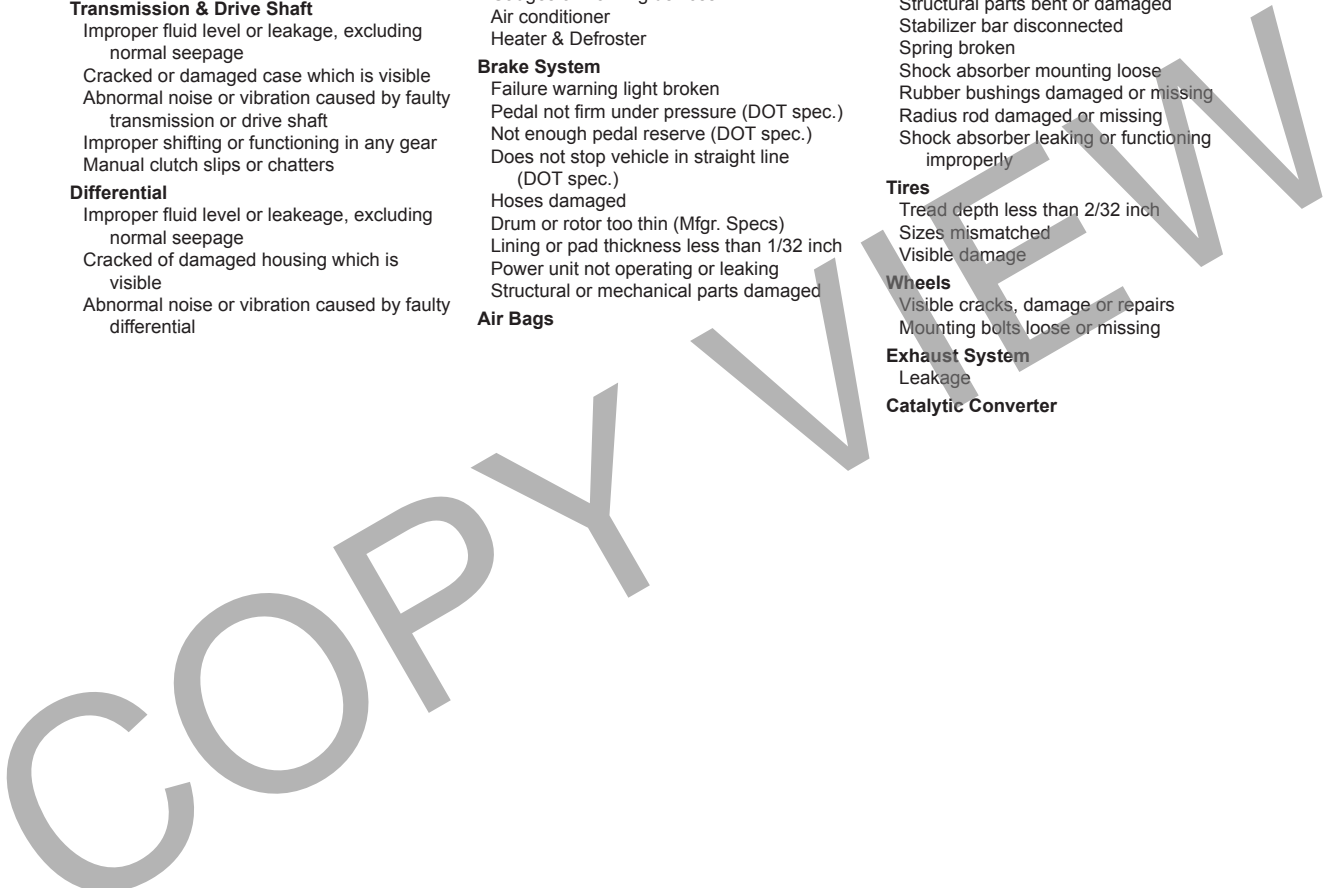
**Wheels**

Visible cracks, damage or repairs  
Mounting bolts loose or missing

**Exhaust System**

Leakage

**Catalytic Converter**



DEALER NAME

CARVANA, LLC

ADDRESS

166 16th St NW

Atlanta, GA 30363-1068

TELEPHONE

1-800-333-4554

EMAIL

DL-CarvanaPhoenixAdvocate@carvana.com

FOR COMPLAINTS AFTER SALE, CONTACT:

Carvana Customer Advocates at: 1.800.333.4554 or  
1930 W Rio Salado Pkwy, Tempe, AZ 85281

**IMPORTANT:** The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).

SGH



# Carvana™ Limited Warranty


**THIS IS A COPY**  
This is a copy view of the Authoritative Copy held  
by the dealer. LIMITED WARRANTY NUMBER


CVLW 17350727

PLEASE KEEP A COPY OF THIS LIMITED WARRANTY IN YOUR VEHICLE


CONTRACT HOLDER					
CUSTOMER'S NAME Surender Goud Aithagoni			CO-CUSTOMER'S NAME N/A		
ADDRESS 4240 Tobiano Trl		CITY Cumming	STATE GA	ZIP 30040-1345	
PHONE NUMBER 4048255634		EMAIL ADDRESS surendergoud21985@gmail.com			
VEHICLE INFORMATION					
YEAR 2019	MAKE Honda	MODEL Odyssey			
VIN 5FNRL6H73KB016846	CURRENT ODOMETER 18696	VEHICLE PURCHASE DATE 11/27/2021	VEHICLE PURCHASE PRICE 38,590.00	CONTRACT TERM 100 DAYS/4,189 MILES	
DEALERSHIP					
DEALERSHIP NAME CARVANA, LLC		PHONE NUMBER 1-800-333-4554	DEALERSHIP NUMBER 30202		
ADDRESS 166 16th St NW		CITY Atlanta	STATE GA	ZIP 30363-1068	

I have read and understand this Limited Warranty ("Limited Warranty"):

  
 Signature of Customer

  
 Signature of Co-Customer

11/27/2021  
 Effective Date

  
 Signature of Dealer Representative

## COVERAGE: 100 DAY/4,189 MILE LIMITED WARRANTY

- Coverage Term - This portion of the Coverage ends with either of the following, whichever occurs first: (i) 100 days from Vehicle Purchase Date or (ii) when Your Vehicle has been driven 4,189 miles measured from the Current Odometer reading (indicated above).
- Covered Parts – Repairs on all assemblies and parts are covered on Your Vehicle under the 100 Day/4,189 Mile Limited Warranty except the following items or conditions, which are excluded and not covered unless otherwise required by state law:
  - Interior or Exterior Cosmetic Imperfections
  - Replaceable/Wearable Parts
  - Recommended Maintenance
  - Aftermarket Accessories
- In-Network Deductible - \$0; Out-of-Network Deductible - \$50

## DEFINITIONS

- "Administrator" means SilverRock Automotive Inc, PO Box 29087, Phoenix, AZ 85038-9087, Toll Free: (866) 628-3905.
- "Breakdown" means that event caused by the total failure of any Covered Part to work as it was designed to work in normal service due to defects in material or workmanship; provided, however, such meaning is specifically limited by those certain conditions under which a failure of a Covered Part is not deemed a Breakdown as identified in the section captioned "Exclusions".
- "Coverage" means the 100 Day/4,189 Mile Limited Warranty as described herein, subject to these terms and conditions.
- "Covered Part" means an item listed as a Covered Part in the applicable "Coverage" sections above.
- "Customer", "Co-Customer", "You", and "Your" mean the individual(s) identified in this Limited Warranty.
- "Dealership", "We", "Us" and "Our" mean Carvana, LLC. This Limited Warranty is provided to You by Us.
- "Interior or Exterior Cosmetic Imperfections" means any physical defects on your vehicle that do not affect the drivability or safety of the vehicle.
- "Recommended Maintenance": means any normal or scheduled maintenance – the parts and services that all vehicles routinely need. This includes, lubrication, engine tune-ups, replacing filters of any kind, coolant, spark plugs, bulbs or fuses (unless those costs result from a covered repair) and cleaning and polishing.
- "Replaceable/Wearable Parts" means any part that is designed to wear down or be replaced with general maintenance of the vehicle. Wearable components include but not limited to your drive belt, tires, brake pads, brake rotors, clutch material (in manual transmissions), wiper blades and fluids.
- "Repair Visit" means a visit to a repair facility to perform a diagnosis, teardown, or a covered repair.
- "Your Vehicle" means the Customer's vehicle identified in this Limited Warranty.



You may contact the Administrator during normal business hours at the following number or address:

P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905





# Carvana™ Limited Warranty

**THIS IS A COPY**  
This is a copy view of the Authoritative Copy held by the LIMITED WARRANTY NUMBER

CVLW 17350727

## YOUR OBLIGATIONS

- (1) In order for this Limited Warranty to remain in force, You must properly operate, care for and maintain Your Vehicle as recommended by Your Vehicle's manufacturer.
- (2) Either You or Your licensed repair facility must obtain the Administrator's authorization number prior to beginning any covered repair.
- (3) You are responsible for paying the Deductible indicated for each Repair Visit.
- (4) You are responsible for authorizing and paying for any teardown or diagnosis time needed to determine if Your Vehicle has a covered Breakdown. In the event the vehicle requires teardown for diagnosis, the repair facility will need to contact the Administrator prior to beginning teardown. If it is subsequently determined that the repair is needed due to a covered Breakdown then We will pay for this part of the repair. If the failure is not a covered Breakdown then You are responsible for this charge.

## OUR OBLIGATIONS

- (1) If a covered Breakdown of Your Vehicle occurs during the term of this Limited Warranty, We will:
  - (a) Repair or replace, as the Administrator deems appropriate, the Covered Part(s) which caused the Breakdown if You have met Your obligations and if the Breakdown is not excluded under the Exclusions section. Replacement parts may be of like kind and quality, subject to Administrator's discretion. This may include the use of new, remanufactured or used parts as determined by the Administrator.
  - (b) Reimburse You for a rental car at the rate of up to \$40.00 per day for a maximum of \$400 per Breakdown or series of Breakdowns related in time or cause. The rental car reimbursement benefit is calculated using the total labor time required to repair the Breakdown(s), such that every (8) labor hours (or additional portion thereof) qualifies You for one (1) day of rental car reimbursement. Required labor time is determined from the national repair manual in use by the repair facility. To receive rental benefits you must supply Administrator with Your receipt from a licensed rental agency within ninety (90) days. Administrator is not responsible for rental costs incurred due to delays in the repair process caused by the repair facility.

## FOR EMERGENCY ROADSIDE ASSISTANCE – CALL TOLL FREE (888) 300-8607

- Towing. Limit of [\$75] per incident or failure related in time or cause.
- Gasoline and fluids. An emergency supply will be provided when an immediate need arises. Limit of [\$75] per occurrence. You are responsible for cost of fluids delivered.
- Flat tire assistance. Removal and replacement with Your provided spare. Limit of [\$75] per occurrence.
- Lock-out assistance. Service will provide for a locksmith to gain entry to Your Vehicle if the keys are locked inside. Limit of [\$75] per occurrence.
- Battery jump start. A jump start will be provided when an immediate need arises due to a drained battery. Limit of [\$75] per occurrence.

## WHAT TO DO IF YOU HAVE A BREAKDOWN

- (1) In the event of a Breakdown, follow this step by step procedure:
  - (a) Use all reasonable means to protect Your Vehicle from further damage. This may require You to stop Your Vehicle in a safe place, turn off the engine, and have Your Vehicle towed.
  - (b) Instruct Your repair facility to contact the Administrator at Toll Free (866) 628-3905 for instructions before any repairs are started on Your Vehicle. All repair work must be performed by a licensed repair facility.
  - (c) Furnish the repair facility or Administrator with such information as this Limited Warranty may reasonably require. This includes receipts for towing and signed repair orders (indicating dates and mileage).
- (2) If Your Vehicle requires an emergency repair outside of the Administrator's normal business hours, then You must fulfill Your Obligations and retain any replaced parts for the Administrator's inspection. You must contact the Administrator the next business day for instructions on submitting the claim. For an emergency repair to a Covered Part Your claim will not be denied solely for lack of prior authorization. "Emergency repair" means only repair outside of Administrator's normal business hours.
- (3) Absent prior written approval by Administrator, all claim documentation must be received by Administrator within ninety (90) days of claim authorization date.

## COVERAGE EXCLUSIONS

- (1) All parts or services not specifically listed as Covered Parts under the applicable Covered Parts section of this Limited Warranty are not covered.
- (2) This Limited Warranty provides no benefits or coverage and We have no obligation under this Limited Warranty for:
  - (a) A Breakdown caused by lack of customary, proper, or manufacturer's specified maintenance.
  - (b) A Breakdown caused by contamination of or lack of proper fuels, fluids, coolants or lubricants, including a Breakdown caused by a failure to replace seals or gaskets in a timely manner.
  - (c) A Breakdown caused by towing a trailer, another vehicle or any other object unless Your Vehicle is equipped for this use as recommended by the manufacturer.
  - (d) Repair of any parts during a covered repair which are not necessary to the completion of the covered repair or were not damaged by the failure of a Covered Part. Such replacement is considered betterment and is not covered.
  - (e) A Breakdown caused by or involving modifications or additions to Your Vehicle or Covered Parts unless those modifications or additions were performed or recommended by the manufacturer.
  - (f) A Breakdown caused by or involving off-roading, misuse, abuse, lift kits, lowering kits, oversize or undersize tires, racing components, racing or any form of competition.



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P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905

SGH



## Carvana™ Limited Warranty

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CVLW 17350727

- (g) Any repair which would normally be provided by Your Vehicle manufacturer, a repair shop or part supplier under their respective warranty(s).
- (h) Costs or other damages caused by the failure of a part not listed under Covered Parts.
- (i) Damage to Your Vehicle caused by continued vehicle operation after the failure of a Covered Part.
- (j) Any liability, cost or damages You incur or may incur to any third parties other than for Administrator approved repair or replacement of Covered Parts which caused a Breakdown.
- (k) A Breakdown caused by overheating, rust, corrosion, or physical damage.
- (l) A Breakdown or damage to Your Vehicle caused by collision, fire, electrical fire or meltdown, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood or acts of the public enemy or any government authority, or for any hazard insurable under standard physical damage insurance policies whether or not such insurance is in force respecting Your Vehicle.
- (m) A Breakdown not occurring in the United States or Canada.
- (n) Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss, or other incidental or consequential damages or loss that results from a Breakdown.
- (o) Liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance, or use of Your Vehicle whether or not related to a Breakdown.
- (p) Any cost or other benefit for which the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins.
- (q) Any part not covered by, or excluded by Your Vehicle's manufacturer's warranty.
- (r) Adjustments of or to, repair or replacement of any Covered Part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer.
- (s) A Breakdown if your odometer fails, or for any reason does not record the actual mileage of Your Vehicle after purchase date and You do not have it repaired and the mileage certified within thirty (30) days of failure date.
- (t) A Breakdown if Your Vehicle is used for business, deliveries, construction, or commercial hauling; Your Vehicle is used as a postal vehicle, taxi, police car or other emergency vehicle; You rent Your Vehicle to someone else; Your Vehicle is equipped with a snow plow or used to plow snow; You are using or have used or modified Your Vehicle in a manner which is not recommended by the Vehicle manufacturer.
- (u) Exclusion of Airbags: We disclaim any knowledge of, and make no representation or warranty as to the condition or operability of the airbag(s) on the Vehicle unless otherwise disclosed to you on the AutoCheck Vehicle History Report. You acknowledge that We have not made any representations, oral or in writing, as to the condition or operability of the airbag(s), and You accept the Vehicle without representation or warranty from us. You further acknowledge that You had the opportunity to have the airbag(s) checked by someone of your choice prior to the completion of the sale.

### LIMITATION OF LIABILITY

Our total liability for any amounts paid or payable by Us to You under this Limited Warranty shall not exceed the Vehicle Purchase Price as listed in the Vehicle Information Section on Page 1 (excluding tax, title, and license fees), unless otherwise prohibited by law.

### OTHER IMPORTANT PROVISIONS

- (1) This Limited Warranty will terminate when You sell Your Vehicle, when Your Vehicle reaches the time or mileage limitation, or You reach the Limit of Liability, whichever occurs first.
- (2) This Limited Warranty and its benefits are not transferable to any other vehicle owner and apply only to the Customer named above.
- (3) All implied warranties which may arise under state law, including all implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of this Limited Warranty. Some states do not allow limitations on how long an implied warranty lasts so the above limitations or exclusions may not apply to you.
- (4) This Limited Warranty does not cover any incidental, consequential, punitive, or other special damages. Some states do not allow the limitation or exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- (5) This Limited Warranty gives You specific legal rights, and you may also have other rights which vary from State to State.



You may contact the Administrator during normal business hours at the following number or address:

P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905

SGA



## VEHICLE PURCHASE AGREEMENT

### SELLER INFORMATION

Seller Name: Surender Goud Aithagoni  
Co-Seller Name: \_\_\_\_\_  
Address: 4240 Tobiano Trl Cumming GA 30040-1345  
Phone: 4048255634

### PURCHASER INFORMATION

Purchaser Name: Carvana, LLC  
Address: 166 16th St NW Atlanta, GA 30363-1068  
Phone: 1-800-333-4554

### VEHICLE INFORMATION

Year: 2014 Make: Honda  
Model: CR-V  
Body Type: \_\_\_\_\_  
VIN: 2HKRM4H72EH687299  
Odometer: 87834

### THE NUMBERS

Selling Price: \$ 18,589.00  
(This is the amount the vehicle is worth)  
Lien Payoff Amount (if any): \$ 13,336.57  
(This is the amount still owed on the vehicle to any lienholder)  
**Total Payment Amount: \$ 5,252.43**  
(This is the Selling Price minus the Lien Payoff Amount)

### THE SELLER AGREES AND ACKNOWLEDGES:

- The Seller ("You") are the legal owner of the vehicle described above ("the Vehicle") and have full right and authority to sell and transfer the Vehicle. You are providing a valid and negotiable title to the Purchaser ("Carvana") and there are no other titles, including duplicates.
- You provided to Carvana a current and valid registration in Your name on the title for the Vehicle.
- The Vehicle has not been reconstructed. Reconstructed means the Vehicle was materially altered from original construction due to removal, addition or substitution of new or used essential parts; and includes glider kits and custom assembled vehicles.
- The Vehicle has not been damaged by collision or other occurrence to the extent that damages exceed 25% of its value at the time of the collision or other occurrence.
- The Vehicle does not have any salvage history, theft recovery, frame or flood damage, or title branding issues.
- The Vehicle does not have liens of any type, assessments or unpaid governmental charges applicable to it other than those listed above.
- If for any reason a lienholder changes or otherwise requires a higher loan payoff than what is listed in this Agreement in order to remove the lien from the Vehicle, You may be required to fund the difference. You should continue to make any scheduled payments until the lien payoff is processed per Your agreement with the lienholder. Any overpayment will be refunded back to You by the lienholder.



CARVANA

VEHICLE PURCHASE AGREEMENT

- You are not providing any warranties or making any representations to Carvana other than what is specifically listed in this Agreement.
- You will sign any additional documents Carvana reasonably requests in order to complete the transfer of ownership of the Vehicle to Carvana.
- You have provided to Carvana all keys and remotes that You have which belong to the Vehicle.
- You have removed all personal items and license plates (where applicable) from the Vehicle including, but not limited to: garage door remotes, sunglasses, and E-Z passes.\*  
Please note: the Vehicle will be cleaned out same day. All remaining items will be removed and thrown away. Carvana is not responsible for any items left in the Vehicle once it leaves Your possession.
- The check You receive from Carvana for the Total Payment Amount for this sale must be deposited into an active bank account.
- You will inform the relevant authorities, such as the Department of Motor Vehicles (DMV), that You have sold the Vehicle and surrender Your license plate(s), if applicable. Carvana is not responsible for any fees, fines, or other charges that may be incurred as a result of Your failure to inform the relevant authorities.

COPY VIEW

SIGNATURES

Date: 11/27/2021

Surender Goud Lithagani (Seller)

\_\_\_\_\_ (Co-Seller)

Acknowledged by Carvana

(Purchaser)



## VEHICLE PURCHASE AGREEMENT

Federal and State Law required that the Seller state the Mileage upon transfer of ownership. Failure to complete or providing an inaccurate or untruthful statement may result in fines and/or imprisonment.

### Odometer Disclosure Statement

I, Surender Goud Aithagoni (the 'Seller'), **STATE AND DECLARE** that the following vehicle's (the 'Vehicle') odometer reads as follows:

Year: 2014 Make: Honda  
Model: CR-V  
Body Type: \_\_\_\_\_  
VIN: 2HKRM4H72EH687299  
Odometer: 87834

I CERTIFY that the odometer of the Vehicle was not altered, set back, or disconnected while in my possession, and I have no knowledge of anyone else doing so. I CERTIFY that to the best of my knowledge the odometer reading as stated above reflects the actual mileage of the Vehicle UNLESS one of the following statements is checked.

(Only check, if applicable)

- Odometer reading is not the actual mileage
- Mileage exceeds the odometer mechanical limits

### SIGNATURES

Date: 11/27/2021

Surender Goud Aithagoni (Seller)

\_\_\_\_\_  
(Co-Seller)

Acknowledged by Carvana

(Purchaser)



## VEHICLE PURCHASE AGREEMENT CUSTOMER COPY

### SELLER INFORMATION

Seller Name: Surender Goud Aithagoni  
Co-Seller Name: \_\_\_\_\_  
Address: 4240 Tobiano Trl Cumming GA 30040-1345  
Phone: 4048255634

### PURCHASER INFORMATION

Purchaser Name: Carvana, LLC  
Address: 166 16th St NW Atlanta, GA 30363-1068  
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### VEHICLE INFORMATION

Year: 2014 Make: Honda  
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Body Type: \_\_\_\_\_  
VIN: 2HKRM4H72EH687299  
Odometer: 87834

### THE NUMBERS

Selling Price: \$ 18,589.00  
(This is the amount the vehicle is worth)  
Lien Payoff Amount (if any): \$ 13,336.57  
(This is the amount still owed on the vehicle to any lienholder)  
**Total Payment Amount: \$ 5,252.43**  
(This is the Selling Price minus the Lien Payoff Amount)

### THE SELLER AGREES AND ACKNOWLEDGES:

- The Seller ("You") are the legal owner of the vehicle described above ("the Vehicle") and have full right and authority to sell and transfer the Vehicle. You are providing a valid and negotiable title to the Purchaser ("Carvana") and there are no other titles, including duplicates.
- You provided to Carvana a current and valid registration in Your name on the title for the Vehicle.
- The Vehicle has not been reconstructed. Reconstructed means the Vehicle was materially altered from original construction due to removal, addition or substitution of new or used essential parts; and includes glider kits and custom assembled vehicles.
- The Vehicle has not been damaged by collision or other occurrence to the extent that damages exceed 25% of its value at the time of the collision or other occurrence.
- The Vehicle does not have any salvage history, theft recovery, frame or flood damage, or title branding issues.
- The Vehicle does not have liens of any type, assessments or unpaid governmental charges applicable to it other than those listed above.
- If for any reason a lienholder changes or otherwise requires a higher loan payoff than what is listed in this Agreement in order to remove the lien from the Vehicle, You may be required to fund the difference. You should continue to make any scheduled payments until the lien payoff is processed per Your agreement with the lienholder. Any overpayment will be refunded back to You by the lienholder.



## VEHICLE PURCHASE AGREEMENT

- You are not providing any warranties or making any representations to Carvana other than what is specifically listed in this Agreement.
- You will sign any additional documents Carvana reasonably requests in order to complete the transfer of ownership of the Vehicle to Carvana.
- You have provided to Carvana all keys and remotes that You have which belong to the Vehicle.
- You have removed all personal items and license plates (where applicable) from the Vehicle including, but not limited to: garage door remotes, sunglasses, and E-Z passes.\*  
*Please note: the Vehicle will be cleaned out same day. All remaining items will be removed and thrown away. Carvana is not responsible for any items left in the Vehicle once it leaves Your possession.*
- The check You receive from Carvana for the Total Payment Amount for this sale must be deposited into an active bank account.
- You will inform the relevant authorities, such as the Department of Motor Vehicles (DMV), that You have sold the Vehicle and surrender Your license plate(s), if applicable. Carvana is not responsible for any fees, fines, or other charges that may be incurred as a result of Your failure to inform the relevant authorities.

COPY VIEW

### CUSTOMER COPY

SIGNATURES

Date: \_\_\_\_\_

Acknowledged by Carvana \_\_\_\_\_ (Purchaser)

# GUÍA DEL COMPRADOR

**IMPORTANTE:** Las promesas verbales son difíciles de hacer cumplir. Solicite al concesionario que ponga todas las promesas por escrito. Conserve este formulario.

Honda	Odyssey	2019	5FNRL6H73KB016846
MARCA DEL VEHÍCULO	MODELO	AÑO	NÚMERO DE IDENTIFICACIÓN DEL VEHICULO (VIN)

## GARANTÍAS PARA ESTE VEHÍCULO:

**COMO ESTÁ - SIN GARANTÍA DEL CONCESIONARIO**

EL CONCESIONARIO NO PAGARÁ NINGUNA REPARACIÓN. El concesionario no provee una garantía para reparaciones hechas después del momento de la venta.

**GARANTÍA DEL CONCESIONARIO**

GARANTÍA COMPLETA.

GARANTÍA LIMITADA. El concesionario pagará el 100 % de la mano de obra y el 100 % de las partes de los sistemas cubiertos que fallen durante el periodo de garantía. Pídale al concesionario una copia de la garantía y de cualquier documento que le explique la cobertura, las exclusiones y las obligaciones de reparación del concesionario. Las *garantías implícitas*, según las leyes de su estado, podrían darle derechos adicionales.

### SISTEMAS CUBIERTOS:

### DURACIÓN:

Motor de Gasolina	100 días o 4189 millas, lo que ocurra primero
Transeje	100 días o 4189 millas, lo que ocurra primero
Eje motriz	100 días o 4189 millas, lo que ocurra primero
Aire acondicionado	100 días o 4189 millas, lo que ocurra primero

Se aplicará un deducible de \$100 por reparación. El concesionario no pagará los costos de transporte, alquiler de vehículo o alquiler de herramientas. El concesionario no pagará los costos de mano de obra o partes de repuesto que no estén cubiertos por esta garantía.

## GARANTÍAS QUE NO PERTENECEN AL CONCESIONARIO:

LA GARANTÍA DEL FABRICANTE TODAVÍA APLICA. La garantía original del fabricante no ha expirado para algunos de los componentes del vehículo.

SE APLICA LA GARANTÍA DEL FABRICANTE PARA VEHÍCULOS USADOS.

SE APLICA OTRA GARANTÍA PARA VEHÍCULOS USADOS.

Pídale al concesionario una copia del documento de garantía y una explicación de la cobertura, las exclusiones y las obligaciones de reparación.

CONTRATO DE MANTENIMIENTO. Con un cargo adicional, puede obtener un contrato de mantenimiento para este vehículo. Pregunte acerca de los detalles de la cobertura, los deducibles, el precio y las exclusiones. Si compra un contrato de mantenimiento dentro de los 90 días desde el momento en que compró el vehículo, las *garantías implícitas* según las leyes de su estado podrían darle derechos adicionales.

**PREGÚNTELE AL CONCESIONARIO SI SU MECÁNICO PUEDE INSPECCIONAR EL VEHÍCULO DENTRO O FUERA DEL CONCESIONARIO.**

**OBTENGA UN INFORME DEL HISTORIAL DEL VEHÍCULO Y VERIFIQUE SI EXISTEN RETIROS POR DEFECTOS DE SEGURIDAD PENDIENTES.** Para información sobre cómo obtener un Informe del Historial del Vehículo, visite el sitio [ftc.gov/carrosusados](http://ftc.gov/carrosusados). Para verificar si existen retiros por defectos de seguridad pendientes, visite [safercar.gov](http://safercar.gov). Para aprovechar al máximo los recursos de estos sitios necesitará el número de identificación de vehículo (VIN) mostrado anteriormente.

**CONSULTE EL DORSO para obtener más información, incluyendo una lista de defectos importantes que pueden ocurrir en vehículos de motor usados.**



# GUÍA DEL COMPRADOR

**IMPORTANTE:** Las promesas verbales son difíciles de hacer cumplir. Solicite al concesionario que ponga todas las promesas por escrito. Conserve este formulario.

Honda	Odyssey	2019	5FNRL6H73KB016846
MARCA DEL VEHÍCULO	MODELO	AÑO	NÚMERO DE IDENTIFICACIÓN DEL VEHÍCULO (VIN)

## GARANTÍAS PARA ESTE VEHÍCULO:

### SOLO GARANTÍAS IMPLÍCITAS

El concesionario no hace ninguna promesa de reparar lo que sea necesario cuando compre el vehículo o posteriormente. Sin embargo, las *garantías implícitas* según las leyes estatales podrían darle algunos derechos para hacer que el concesionario se encargue de ciertos problemas que no fueran evidentes cuando compró el vehículo.

### GARANTÍA DEL CONCESIONARIO

- GARANTÍA COMPLETA.
- GARANTÍA LIMITADA. El concesionario pagará el 100% de la mano de obra y el 100% de las partes de los sistemas cubiertos que fallen durante el período de garantía. Pídale al concesionario una copia de la garantía y de cualquier documento que le explique la cobertura, las exclusiones y las obligaciones de reparación del concesionario. Las *garantías implícitas*, según las leyes de su estado, podrían darle derechos adicionales.

#### SISTEMAS CUBIERTOS:

SISTEMAS CUBIERTOS:	DURACIÓN:
Motor de Gasolina	100 días o 4189 millas, lo que ocurra primero
Transeje	100 días o 4189 millas, lo que ocurra primero
Eje motriz	100 días o 4189 millas, lo que ocurra primero
Aire acondicionado	100 días o 4189 millas, lo que ocurra primero

Se aplicará un deducible de \$50 por cada visita de reparación fuera de la red de proveedores.

Visitas de reparación dentro de la red de proveedores no requieren un deducible.

## GARANTÍAS QUE NO PERTENECEN AL CONCESIONARIO:

- LA GARANTÍA DEL FABRICANTE TODAVÍA APLICA. La garantía original del fabricante no ha expirado para algunos de los componentes del vehículo.
- SE APLICA LA GARANTÍA DEL FABRICANTE PARA VEHÍCULOS USADOS.
- SE APLICA OTRA GARANTÍA PARA VEHÍCULOS USADOS.

Pídale al concesionario una copia del documento de garantía y una explicación de la cobertura, las exclusiones y las obligaciones de reparación.

- CONTRATO DE MANTENIMIENTO. Con un cargo adicional, puede obtener un contrato de mantenimiento para este vehículo. Pregunte acerca de los detalles de la cobertura, los deducibles, el precio y las exclusiones. Si compra un contrato de mantenimiento dentro de los 90 días desde el momento en que compró el vehículo, las *garantías implícitas* según las leyes de su estado podrían darle derechos adicionales.

**PREGÚNTELE AL CONCESIONARIO SI SU MECÁNICO PUEDE INSPECCIONAR EL VEHÍCULO DENTRO O FUERA DEL CONCESIONARIO.**

**OBTENGA UN INFORME DEL HISTORIAL DEL VEHÍCULO Y VERIFIQUE SI EXISTEN RETIROS POR DEFECTOS DE SEGURIDAD PENDIENTES.** Para información sobre cómo obtener un Informe del Historial del Vehículo, visite el sitio [ftc.gov/carrosusados](http://ftc.gov/carrosusados). Para verificar si existen retiros por defectos de seguridad pendientes, visite [safercar.gov](http://safercar.gov). Para aprovechar al máximo los recursos de estos sitios necesitará el número de identificación de vehículo (VIN) mostrado anteriormente.

**CONSULTE EL DORSO para obtener más información, incluyendo una lista de defectos importantes que pueden ocurrir en vehículos de motor usados.**

A continuación podrá encontrar una lista de los defectos principales que podrían ocurrir en vehículos usados.

**Chasis y carrocería**

Grietas en el chasis, soldaduras correctivas u oxidadas  
 Descuadrado: chasis doblado o torcido

**Motor**

Pérdidas de aceite, excepto las filtraciones normales  
 Bloque o cárter con grietas  
 Correas ausentes o fuera de servicio  
 Golpes o fallas relacionados con levantadores de levas o bielas  
 Descarga del escape fuera de lo normal

**Transmisión y eje motor**

Nivel inadecuado de fluido o pérdidas excepto filtraciones normales  
 Grietas o daños visibles en la caja.  
 Ruidos o vibraciones fuera de lo normal ocasionadas por la transmisión o el eje motor  
 Cambios o funcionamiento inadecuados en cualquier velocidad  
 Patinados o vibraciones del embrague manual

**Diferencial**

Nivel inadecuado de fluido o pérdidas excepto filtraciones normales  
 Grietas o daños visibles en el cárter del diferencial  
 Ruidos o vibraciones fuera de lo normal ocasionadas por fallas en el diferencial.

**Sistema de enfriamiento**

Pérdidas, incluidas las del radiador  
 Funcionamiento inadecuado de la bomba de agua

**Sistema eléctrico**

Pérdidas en la batería  
 Funcionamiento inadecuado del alternador, generador, batería o arrancador

**Sistema de combustible**

Pérdidas visibles

**Accesorios fuera de servicio**

Indicadores o dispositivos de advertencia  
 Aire acondicionado  
 Calefacción y Desempañador

**Sistema de frenos**

Luz de advertencia de fallas rota  
 Falta de firmeza cuando se presiona el pedal (según especificaciones del Departamento de Transporte [DOT])  
 Distancia insuficiente del pedal (según especificaciones del DOT)  
 El vehículo no se detiene en línea recta (según especificaciones del DOT)  
 Mangueras dañadas  
 Tambor o rotor muy delgados (según especificaciones del fabricante)  
 Grosor de la placa o del revestimiento inferior que 1/32 pulgadas.  
 Unidad de potencia fuera de servicio o con pérdidas  
 Partes estructurales o mecánicas dañadas

**Bolsas de aire**

**Sistema de dirección**

Demasiado juego en el volante (según especificaciones del DOT)  
 Juego mayor a 1/4 de pulgada en el varillaje.  
 El mecanismo de dirección se traba  
 Alineación inadecuada de las ruedas frontales (según especificaciones del DOT)  
 Grietas o deslizamientos en las correas de la unidad de potencia  
 Nivel inadecuado de fluidos de la unidad de potencia

**Sistema de suspensión**

Juntas de rótula dañadas  
 Partes estructurales dobladas o dañadas  
 Barra estabilizadora desconectada  
 Resorte roto  
 Cojinete del amortiguador suelto  
 Cojinetes de caucho dañados o ausentes  
 Biela dañada o ausente  
 Amortiguador con pérdidas o con funcionamiento inadecuado

**Neumáticos**

Profundidad de las ranuras menor que 2/32 de pulgada  
 Tamaños que no corresponden  
 Daños visibles

**Ruedas**

Grietas, daños o reparaciones visibles  
 Tornillos de sujeción sueltos o ausentes

**Sistema de escape**

Pérdidas  
 Convertidor catalítico

NOMBRE DEL CONCESIONARIO

CARVANA, LLC

DIRECCIÓN DEL CONCESIONARIO

166 16th St NW

Atlanta, GA 30363-1068

TELÉFONO

1-800-333-4554


CORREO ELECTRÓNICO

DL-CarvanaPhoenixAdvocate@carvana.com

PARA QUEJAS DESPUÉS DE LA VENTA COMUNÍQUESE CON:

**IMPORTANTE:** La información de este formulario es parte de cualquier contrato para comprar este vehículo. Quitar esta etiqueta antes de la compra del consumidor (excepto a los fines de realizar una prueba de conducción) es una infracción a la ley federal (16 C. F. R. 455).

## Retail Purchase Agreement - Georgia -

<b>BUYER</b>		Surender Goud Aithagoni		
ADDRESS LINE 1		4240 TOBIANO TRL		
ADDRESS LINE 2				
CITY, STATE, ZIP		CUMMING GA 30040-1345		
PHONE(S)	RES. 4048255634	BUS.		
VEHICLE BEING PURCHASED				
Year 2019	Make Honda	Model Odyssey	Body Minivan	
Lic. Plate #	License Tab #	Expires	Mileage 18696	Color Gray
VIN # 5FNRL6H73KB016846				
<p>Dealership provides an express limited warranty. Buyer has a copy of the limited warranty agreement. No other express or implied warranties are made by the Dealership and there will be no implied warranties of merchantability or fitness for a particular purpose unless required by applicable law. Seller does not have to make any repairs on this vehicle, except as required under the limited warranty and applicable state law. Buyer(s) may also have other rights that vary from state to state.</p> <p>Buyer(s) ("you") and Dealership ("we") agree that this Retail Purchase Agreement (this "Agreement") is governed by federal law and the law of the state of the Dealership Address listed above. We are agreeing to sell to you and you are agreeing to buy from us the Vehicle at our licensed dealership location shown above, subject to the terms and conditions of this Agreement. We agree to transfer to you and you agree to accept title and ownership of the Vehicle in the state of the Dealership Address listed above. When we transfer title and ownership of the Vehicle to you, you may take delivery of the Vehicle from us at our licensed dealership location shown above or you may make arrangements with us to have the Vehicle transported to another mutually agreed-upon location for your pick-up.</p>				
TRADE IN VEHICLE #1				
Year 2014	Make Honda	Model CR-V	Body	
Lic. Plate #	License Tab #	Expires	Mileage 87834	Color BROWN
VIN # 2HKRM4H72EH687299				
TRADE IN VEHICLE #2				
Year N/A	Make N/A	Model N/A	Body	
Lic. Plate # N/A	License Tab #	Expires	Mileage N/A	Color N/A
VIN # N/A				
 Buyer's Initials				

Date 11/27/2021 Phone 1-800-333-4554Dealership CARVANA, LLCAddress 166 16th St NWCity, State, Zip Atlanta, GA 30363-1068Stock Number 2001149152

**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.**

**LA INFORMACION QUE VE ADHERIDA EN LA VENTANILLA FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN ELLA PREVALECE POR SOBRE TODA OTRA DISPOSICION INCLUIDA EN EL CONTRATO DE COMPRAVENTA.**

1	Selling price	\$38,590.00
1a	GA Registration Fee	\$20.00
1b	Title Fee	\$18.00
1c	Mail Fee	\$5.00
1d	ETR Processing Fee	\$5.00
1e	OLRS Fee	\$12.00
1f	Temporary Permit Fee	\$8.24
2	<b>Sales Tax</b> <small>(Selling Price + Delivery Fee + Fees + Taxes)</small>	<b>\$1,320.07</b>
2a	GEORGIA State Tax	\$1,320.07
3	Subtotal <small>(Selling Price + Delivery Fee + Fees + Taxes)</small>	\$39,978.31
4	Trade-in Allowance	\$18,589.00
5	Estimated Pay-off	\$13,336.57
6	Net Trade Allowance <small>(Allowance - Payoff)</small> <small>(If negative, enter \$0 here and enter amount on Trade-In Balance Line)</small>	\$5,252.43
7	Trade-In Balance <small>(If applicable, this is the negative equity amount from your trade-in)</small>	\$0.00
8	Cash Down Payment	\$0.57
9	Total Down Payment <small>(Cash Down Payment + Net Trade Allowance)</small>	\$5,253.00
10	Balance Due <small>(Subtotal - Total Down Payment)</small>	\$34,725.31
<b>TOTAL BALANCE DUE</b> <small>(BALANCE DUE + TRADE-IN BALANCE)</small>		<b>\$34,725.31</b>

**FINANCE CHARGE**

The dollar amount the credit will cost you

\$ 7,428.93

If financed, interest charged on the principal amount. See Retail Installment Contract for more information.

**NOTICE TO THE BUYER(S):** THE PAYOFF BALANCE REFERRED TO IN ESTIMATED PAY-OFF AND THE FEES REFERRED TO IN THE ABOVE LINE ITEMS ARE ESTIMATES, AT THE TIME THE BALANCES AND FEES ARE VERIFIED AND CONTRACT DETERMINED, APPROPRIATE ADJUSTMENTS, IF NECESSARY, WILL BE MADE. ANY DIFFERENCE IN THE PAYOFF AMOUNT IS THE RESPONSIBILITY OF THE BUYER(S).

### Carvana Vehicle Return Program

We will give you the ability to return the Vehicle to Carvana and terminate this retail purchase agreement and any retail installment contract executed in connection herewith so long as:

1. You have not returned, exchanged, or swapped more than two (2) prior Vehicles to Carvana in connection with any Retail Purchase Agreements or Retail Installment Contracts associated with this transaction.
  - i. If you have returned, exchanged, or swapped two (2) prior Vehicles in connection with this transaction, you will be given a one-time opportunity to decline or accept the third and final Vehicle either during the delivery or pick-up appointment unless otherwise approved by Carvana.
2. You alert Carvana by phone, text, email, or chat prior to 8pm EST on the 7th calendar day after you take delivery of the Vehicle. The day your Vehicle is delivered, regardless of delivery time, will count as the first day of your seven (7) day test own;
3. You return the Vehicle in one of two ways:
  - i. Within a Carvana service area: you make the Vehicle available for pick up by a Carvana representative at a predetermined time and location the following business day. Cost of pickup will be paid by Carvana. Service area is designated by zip code and subject to change without prior notice.
  - ii. Outside of a Carvana service area: Carvana will arrange for transport of the Vehicle. The cost will be paid by you. Service area is designated by zip code and subject to change without prior notice.
4. The Vehicle is free of all liens and encumbrances other than the lien created in your favor by any applicable retail installment contract executed between you and Carvana;
5. The Vehicle is in the same condition you received it except for reasonable wear and tear (evidence of smoking in the Vehicle during the 7 Day Test Own is not considered reasonable wear and tear) and any mechanical problem that becomes evident after delivery that was not caused by you;
6. You have not driven it more than 400 miles;
7. The Vehicle is without damage or having been in an accident that occurred after you took delivery of the Vehicle;
8. If the Vehicle is driven more than 400 miles, at Carvana's election you will pay \$1.00 per mile for each mile the Vehicle was driven over 400 miles. If you return your Vehicle and had traded in a vehicle to us, we will return your trade to you only after you have paid all fees required for the return of the Vehicle. Required fees may not be paid by personal check. Required fees will be deducted from your down payment refund. If you paid your down payment via ACH transaction, we will pay you and/ or return your trade in by the earlier of (a) when you provide evidence that the ACH transaction was cleared, or (b) 15 business days after your purchase of the Vehicle. So long as you meet all conditions for return of the Vehicle outlined above, Carvana will not report this account to the credit bureaus.
9. Any Trade-In vehicles with current liens which are involved in this transaction will be paid off once sale is complete and after the test own period ends. You should continue to make payments on liens if payment is due within your test own period. The lien holder of the Trade-In vehicle will reimburse you for any over-payment after the transaction is complete.

**Trade in Representation and Warranty:** You represent and warrant that the trade-in described in the Buyer's order/Purchase Agreement, if any, has not been misrepresented and air pollution equipment is on the trade-in and is working, you will provide to us a Certificate of Title (or documents that allow us to obtain it), free of any lien(s) or encumbrance(s), (i.e. titling issues, child support or amounts due to government titling or registration agency,) and you have the right to sell the trade-in.

**General:** At time of delivery, or at any time during your 7 Day Test Own period, you may reject your vehicle and terminate your vehicle financing and purchase for any reason.

In certain states, dealers may not place any insignia that advertises the dealer's name on a vehicle unless the Buyer consents thereto in the purchase contract for such vehicle. Unless Buyer notifies dealer otherwise in writing, Buyer hereby expressly consents to the placement of Carvana's name on the vehicle's license plate cover. Buyer expressly waives any compensation for the placement of dealer's name on the vehicle.

**Default:** You will be in default if any of the following occurs (except as may be prohibited by law): 1. You gave us false or misleading information on carvana.com or on the telephone, via email or text message, in person, or any other communication medium in connection with the purchase of the Vehicle relating to this Agreement; 2. If we cannot verify any information that you have provided us; 3. If we discover a material adverse change in any information you provided us during our review process; 4. If you do not cooperate in the verification and review process described below; 5. You fail to keep any other agreement or promise you made in this Agreement and/or any retail installment contract executed in connection herewith.

**Assignment:** You may not assign your rights under this Agreement and/or any retail installment contract executed in connection herewith without our permission.

**After-sale Review and Verification Process:** The Vehicle sold to you is subject to an after-sale review and verification of the information you have provided to us. You agree to cooperate with the after-sale review and verification process.

**Limitation on Damages:** Unless prohibited by law, you shall not be entitled to recover from us any consequential, incidental or punitive damages, damages to property or damages for loss of use, loss of time, loss of profits, or income or any other similar damages. We are not liable for any failure or delay in delivering the vehicle to you if it is beyond our control, not our fault or we are not negligent.

**References:** To the extent you are financing your purchase with us, we may contact your employer or your references to verify the information you provided to us in connection with this Agreement.

**Odometer (mileage):** Each of your and our representations regarding odometer readings are subject to information provided by others, including government agencies. We each understand that this information is not always accurate. As permitted by applicable law, neither us is responsible for any inaccuracies in this information to the extent it is not the party's fault.

**Disclosure on Airbags:** We disclaim any knowledge of, and make no representation or warranty as to the condition or operability of the airbag(s) on the vehicle unless otherwise disclosed to you on the Carfax Vehicle History Report. You acknowledge that we have not made any representations, oral or in writing, as to the condition or operability of the airbag(s), and you accept the vehicle without representation or warranty from us. You further acknowledge that you had the opportunity to have the airbag(s) checked by someone of your choice prior to the expiration of your 7 Day Test Own Period.

**Liability Insurance:** You understand that state law requires you to purchase and maintain liability insurance. We do not provide liability insurance for you and it is not included in your Agreement. Your choice of insurance providers will not affect our decision to sell you the vehicle.

**Record Retention:** You agree that we may maintain documents and records related to the vehicle and the Agreement electronically, including, but not limited to, documents and record images, and that we may dispose of original documents. You agree that a copy of any such electronic records may be used and shall be deemed to be the same as an original in any arbitration, judicial, or non-judicial or regulatory proceeding related to the vehicle.

**Arbitration Agreement:** The arbitration agreement entered into between you and Dealer is incorporated by reference into and is part of this Agreement.

**NOTICE:** Carvana, LLC allows you to finance applicable sales/use taxes assessed on ancillary products (vehicle service contract, GPS, GAP Coverage). Whether you finance your vehicle purchase or pay cash, if your vehicle is registered in the state where you purchased your vehicle, Carvana will remit the applicable sales/use tax on ancillary products to that state on your behalf. Unless required by state law, if your vehicle is registered in a state that is not the state where you purchased the vehicle, Carvana will not collect or remit to the state of vehicle registration any applicable sales/use tax on ancillary products on your behalf unless you live in Kansas, Louisiana, or Pennsylvania.

**Buyer acknowledges receipt of a copy of this Agreement. This agreement supersedes any oral agreements or understandings. The agreement cannot be modified except by a written agreement signed by all of the parties. This agreement is not binding until accepted by an authorized representative of Carvana.**

Buyer

*Surender Goud Aithagoni*

Surender Goud Aithagoni

Accepted By

*[Signature]*

Carvana



I certify that:

- I am not in the process of filing a Bankruptcy nor am I in an active Bankruptcy
- **OR**
- I have provided Carvana with appropriate documentation regarding a Bankruptcy filing to proceed with the transaction

x *Surender Goud Aithagoni*

\_\_\_\_\_  
Surender Goud Aithagoni

COPY VIEW

□

## CREDIT REPORTING NOTICE

Thank you for being a Carvana customer. We know you have other choices and we appreciate you choosing us to assist you.

We report all information, positive and negative. "Negative information" means information concerning delinquencies, late payments, missed payments, or any form of default. If you believe any information we have reported is inaccurate please notify us immediately in writing at the address below.

If you have any questions about any of our programs or your credit reporting, Please feel free to call us at 877-235-9900 or write us at 1930 W Rio Salado Pkwy, Tempe, AZ 85281, Attn: Credit Bureau Disputes

Have a great day!

*Surender Goud Athlagoni*

COPY VIEW

# ODOMETER DISCLOSURE STATEMENT (Retail)

DATE OF STATEMENT 11/27/2021

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, CARVANA, LLC. state that the odometer now reads

18696 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked:

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

(2) I hereby certify that the odometer reading is NOT the actual mileage.  
WARNING -- ODOMETER DISCREPANCY

YEAR 2019 MAKE Honda MODEL Odyssey

BODY TYPE Minivan VEHICLE ID NO. 5FNRL6H73KB016846

TRANSFEROR'S NAME CARVANA, LLC.  
(PRINTED NAME)

TRANSFEROR'S ADDRESS 166 16th St NW  
(STREET)

Atlanta GA 30363-1068  
(CITY) (STATE) (ZIP)

TRANSFEROR'S NAME  *Paul Breaux*  
(SIGNATURE) Paul Breaux

TRANSFeree'S NAME Surender Goud Aithagoni  
(PRINTED NAME)

TRANSFeree'S ADDRESS 4240 Tobiano Trl  
(STREET)

Cumming GA 30040-1345  
(CITY) (STATE) (ZIP)

TRANSFeree'S NAME  *Surender Goud Aithagoni*  
(SIGNATURE) Surender Goud Aithagoni



## ARBITRATION AGREEMENT

### NOTICE OF ARBITRATION AGREEMENT

We both agree that if we have a dispute, either of us can decide to resolve it by using arbitration. Arbitration is a formal process for resolving disputes without going to court. If you want to learn more about arbitration, please navigate to the following links in your browser:

- <http://info.adr.org/consumer-arbitration/>
- <https://www.jamsadr.com/adr-arbitration>

If you wish, **you can decide to opt out and reject this arbitration agreement** but to reject this arbitration agreement you will need to follow the instructions under the heading "Your Right to Reject this Agreement". You will need to act in the next 30 days or you lose your right to reject this arbitration agreement. It is your choice.

By choosing arbitration, we are both giving up our right to go to court (except small claims court) to resolve our dispute. In arbitration a neutral person, called an arbitrator, listens to both of us and decides how our dispute is resolved. Arbitrator decisions are enforceable, just like a court order. Unlike court orders, these decisions are subject to very limited review by a court. Once a decision is made it is final, except in very limited circumstances.

In arbitration, we both give up our right to a judge or jury, and, as a result, there is no jury trial. However, if either of us elects to use small claims court to resolve the dispute, the dispute will be resolved in small claims court rather than arbitration.

If you or we choose arbitration, only our individual claims will be arbitrated. Claims by groups of individuals or "Class" arbitrations, are not allowed. By choosing to arbitrate, you will be giving up your right to participate in a class action or a private attorney general action in court or in arbitration with respect to the dispute.

Arbitration rules are generally simpler and more limited than court rules. If you want to learn more about the rules and how they work, navigate to the following link in your browser:

- [https://www.adr.org/sites/default/files/Consumer\\_Rules\\_Web.pdf](https://www.adr.org/sites/default/files/Consumer_Rules_Web.pdf)
- <https://www.jamsadr.com/rules-streamlined-arbitration/>

The Arbitration Agreement also explains what the fees and costs for the arbitration will be, and who will pay them.

This is only a summary. As with all legal agreements, please read the entire agreement carefully before you sign. **Unless you opt out of the Arbitration Agreement, it will substantially affect your rights in the event of a dispute between you and us.**

"Us/We/Our" means Carvana, any purchaser, assignee or servicer of the Contract, all of their parent companies, and all subsidiaries, affiliates, predecessors and successors, and all officers, directors and employees of any of the foregoing. "Us/We/Our" also means any third party providing any product or service in connection with or incidental to the Contract, the sale of the vehicle and/or other goods or services covered by the Contract and/or related to the vehicle, if such third party is named as a co-defendant with us in a Claim you assert. "Us/We/Our" have these meanings only for this Agreement. This Agreement is part of, and is hereby incorporated into, the Contract. However, whenever in this Agreement the term "Contract" is used, it does not include this Agreement.

"You/Your" means you and/or any of your heirs or personal representatives.

"Contract" means the Retail Purchase Agreement (in Texas, the Buyer's Order) and/or the related Retail Installment Contract and Security Agreement (in California, Conditional Sales Contract and Security Agreement) you signed with us in connection with this purchase, and any prior Retail Purchase Agreement (in Texas, Buyer's Order) and/or Retail Installment Contract and Security Agreement (in California, Conditional Sales Contract and Security Agreement) that you previously had with us.

"Agreement" means this Arbitration Agreement.

"Including" and "includes" means "including but not limited to."

This Agreement describes how a Claim may be arbitrated instead of litigated in court.

"Claim" means any claim, dispute or controversy between you and us arising from or related to one or more of the following:

- (a) The Contract.
- (b) The vehicle or the sale of the vehicle.
- (c) The provision or sale of any goods and services like warranties, insurance and extended service contracts covered by the Contract or related to the vehicle.
- (d) The relationships resulting from the Contract.
- (e) Advertisements, promotions or oral or written statements related to the Contract.
- (f) The financing terms.
- (g) Your credit applications.
- (h) The origination and servicing of the Contract.
- (i) The collection of amounts you owe us.
- (j) Any repossession, or replevin, of the vehicle.
- (k) Your personal information.
- (l) The rescission or termination of the Contract.

"Claim" has the broadest reasonable meaning. It includes claims of every kind of nature. This includes initial claims, counterclaims, cross-claims, third-party claims, statutory claims, contract claims, negligence and tort claims (including claims of fraud and other intentional torts). However, notwithstanding any language in this Agreement to the contrary, a "Claim" does not include a dispute about validity, enforceability, coverage or scope of this Agreement (including, without limitation, the paragraph below captioned "No Class Actions or Private Attorney General Actions," the final sentence under the paragraph below captioned "Miscellaneous" and/or this sentence); any such dispute is for a court, and not an arbitrator to decide. This exclusion from the definition of a "Claim" does not apply to any dispute or argument that concerns the validity or enforceability of the Contract as a whole; any such dispute or argument is for the arbitrator, not a court, to decide.

Even if you and we elect to litigate a Claim in court, you or we may elect to arbitrate any other Claim, including a new Claim in that lawsuit or any other lawsuit. Nothing in that litigation waives any rights in this Agreement.

However, notwithstanding any language in this Agreement to the contrary, the term "Claim" does not include (i) any self-help remedy, such as repossession or sale of any collateral given by you to us as security for repayment of amounts owed by you under the Contract; or (ii) any individual action in court by one party that is limited to preventing the other party from using such self-help remedy and that does not involve a request for damages or monetary relief of any kind. Also, we will not require arbitration of any individual Claim you make in small claims court or your state's equivalent court, if any. If, however, you or we transfer or appeal the Claim to a different court, we reserve our right to elect arbitration.

**Your Right to Reject this Agreement** You have the right to reject this Agreement, in which event neither you nor we will have the right to require arbitration of any Claims. Rejection of this Agreement will not affect any other aspect of your Contract. In order for you to reject this Agreement, we must receive a notice in writing ("Rejection Notice") from you within 30 days of the day you enter into the Contract, stating that you reject the Agreement. Any notice received after 30 days from the Contract date will not be accepted. The Rejection Notice must include your name, address and Vehicle Identification Number (VIN). You may email the notice to [arbitrationoptout@carvana.com](mailto:arbitrationoptout@carvana.com) or you may mail it to us at: Attn: Carvana Legal, 1930 W Rio Salado Pkwy, Tempe, AZ 85281. Emailed notices must be received by 11:59pm, Arizona time, on the 30th day from the contract date. If mailed, it must be sent via certified mail, return receipt requested. Upon receipt of your Rejection Notice, we will refund your postage cost up to \$6.70. We will not refund postage cost for late notices. If the Rejection Notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the Rejection Notice on your behalf. If you reject this Agreement, that will not constitute a rejection of any prior arbitration between you and us.

Selection of Arbitration Administrator. Unless prohibited by applicable laws, any Claim shall be resolved, on your election or ours, by arbitration under this Agreement.

You may select as the administrator either of the organizations listed at the end of this Agreement. If we want to arbitrate, we will tell you in writing. That may include a motion to compel arbitration that we file in court. You will have 20 (twenty) days to select the administrator (or, if you dispute our right to require arbitration of the Claim, 20 (twenty) days after that dispute is finally resolved). If you do not choose an administrator within the 20-day period, we will do so.

If for any reason the administrator is unable, unwilling, or ceases to be the administrator, you will have 20 (twenty) days to choose the other organization listed at the end of this Agreement. If you do not select a new administrator within that period, we will do so. If neither organization is willing or able to be the administrator, then the administrator will be selected by the court. Notwithstanding any language in this Agreement to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any administrator that has in place a formal or informal policy that is inconsistent with the paragraph below captioned "No Class Action or Private Attorney General Action."

If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to commence the arbitration proceeding.

Location of Hearing. Any arbitration hearing you attend shall be in the federal judicial district of your residence.

No Class Action or Private Attorney General Action Notwithstanding any language herein to the contrary, if you or we elect to arbitrate a Claim, neither you nor we will have the right to: (1) participate in a class action in court or in arbitration, either as a class representative, class member or class opponent; (2) act as a private attorney general in court or in arbitration, or (3) join or consolidate your Claim(s) with claims of any other person, and the arbitrator shall have no authority to conduct any such class, private attorney general or multiple-party proceeding. This paragraph does not apply to any lawsuit filed against us in court by a state or federal government agency even when such agency is seeking relief on behalf of a class of buyers/borrowers including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.

Notice and Cure: Special Payment Prior to initiating a Claim, you may give us a written Claim Notice describing the basis of your Claim and the amount you would accept in resolution of the Claim, and a reasonable opportunity, not less than 30 days, to resolve the Claim. If (i) you submit a Claim Notice in accordance with this Paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request; and (iv) the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled).

Fees and Expenses. An arbitration administrator and arbitrator may waive or reduce its fees for financial hardship. If you ask in writing, we will pay all administrator and arbitrator fees up to \$2,500 that the administrator will not waive for any Claims you assert in good faith.

We will consider in good faith your request to pay all or part of any administrator or arbitrator fees over \$2,500 ("additional fees"). To the extent we do not approve your request, if the arbitrator issues an award to you, we will still pay you for additional fees you must pay the administrator and/or arbitrator as follows:

- (1) In the case of additional fees based on the amount of your Claim or the value of the relief you sought, we will pay you an amount equal to the fees you would have paid if the amount of your Claim or the value of the relief you sought had been the amount or value of the award to you.
- (2) In the case of other additional fees not based on the amount of your Claim or the value of the relief you sought, we will pay you for the amount of such additional fees.
- (3) If we are required to pay any greater sums under applicable law or in order for this Agreement to be enforced, we will pay such amounts.

We will bear the administrator and arbitrator fees we are normally required to pay and will also bear the expense of our attorneys, experts and witnesses, except where applicable law and the Contract allow us to recover attorneys' fees and/or court costs in a collection action we bring. You will bear the expense of your attorneys, experts and witnesses if we prevail in an arbitration. However, in an arbitration you commence, we will pay your reasonable fees if you prevail or if we must bear such fees in order for this Agreement to be enforced. Also, we will bear any fees if applicable law requires us to.

Applicable Law, Award of Arbitrator and Right to Appeal. Because the Contract involves a transaction in interstate commerce, the Federal Arbitration Act ("FAA") governs this Agreement. The arbitrator shall apply applicable substantive law consistent with the FAA. The arbitrator shall apply applicable statutes of limitations. The arbitrator is authorized and given the power to award all remedies that would apply if the action were brought in court. Either party may make a timely request for a brief written explanation of the basis for the award. The arbitrator shall not apply federal or state rules of civil procedure or evidence.

Judgment on the arbitrator's award may be entered in any court with jurisdiction. Otherwise, the award shall be kept confidential.

The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can appeal the award to a three-arbitrator panel administered by the administrator, which panel shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Agreement to "The arbitrator" shall mean the panel of arbitrators if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph captioned "Fees and Expenses" above.

Miscellaneous. This Agreement survives payment of all amounts you owe, if any, under the Contract. It also survives your bankruptcy and any sale by us of your Contract.

If there is a conflict or inconsistency between the administrator's rules and this Agreement, this Agreement governs. If there is a conflict or inconsistency between this Agreement and the Contract, this Agreement governs. If a court or arbitrator deems any part of this Agreement invalid or unenforceable under any law or statute consistent with the FAA, the remaining parts of this Agreement shall be enforceable despite such invalidity. However, if a court limits or voids any part of the above paragraph captioned "No Class Actions or Private Attorney General Actions" in any proceeding, then this entire Agreement (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal such limitation or voiding.

This Agreement (if you do not reject) will supersede any prior arbitration agreement between you and us with respect to any Claim.

**BY SIGNING BELOW, YOU EXPRESSLY AGREE TO THE ABOVE AGREEMENT. THE AGREEMENT MAY SUBSTANTIALLY LIMIT YOUR RIGHTS IN THE EVENT OF A DISPUTE. YOU ALSO ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS AGREEMENT.**

*Sunder Goud lithagani*

Customer Signature

Customer Signature

*[Handwritten Signature]*

By: \_\_\_\_\_  
Authorized Signature

Date: 11/27/2021

**COPY VIEW**

**ARBITRATION ADMINISTRATORS**

If you have a question about the administrator mentioned in this Agreement or if you would like to obtain a copy of their arbitration rules or fee schedules, you can contact them as follows:

American Arbitration Association (AAA)  
13455 Noel Road, Suit 1750  
Dallas, TX 75240-6620  
www.adr.org

J.A.M.S./Endispute  
700 11<sup>th</sup> Street, NW, Suite 450  
Washington, DC 20001  
www.jamsadr.com/arbitration  
(800) 352-5267