

**STANDARD BUYER'S ORDER**

DEAL#: 0402098  
CUST #: 289000

Date: 06/24/2023

Purchaser Name and Address	Co-Purchaser Name and Address	Dealer Name and Address
GURUPRASAD KOLISSETY 879 ATLANTIC AVE APT D HOFFMAN ESTATES, IL 60169		KUNES AUTO MALL SYCAMORE 1875 DEKALB AVE SYCAMORE, IL 60178
Email: Phone: 920-621-6744 Cell: 920-621-6744	Email: Phone: Cell:	Salesperson: OZAN OZDEMIR Deal Number: 0402098

THIS BUYER'S ORDER IS FOR THE FOLLOWING  NEW  USED  CAR  TRUCK  DEMO TO BE DELIVERED ON OR ABOUT 06/24/2023

Year	Make	Model	Type	Trim	Color	Mileage	Stock #
2019	HONDA	CR-V EXL	SUV		SILVER	38133	40T659A

DOCUMENTARY FEE. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2020, WAS \$300. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF \$300, WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

VIN 7 F A R W 2 H 8 7 K E 0 2 3 3 7 5

**FOR USED VEHICLES ONLY**

Illinois law requires that this vehicle will be free of a defect in a power train component for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this agreement. "Power train component" means the engine block, head, all internal engine parts, oil pan and gaskets, water pump, intake manifold, transmission, and all internal transmission parts, torque converter, drive shaft, universal joints, rear axle and all rear axle internal parts, and rear wheel bearings. You (the consumer) will have to pay up to \$100 for each of the first 2 repairs if the warranty is violated.

ATTENTION CONSUMER: SIGN HERE ONLY IF THE SELLER HAS TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEM OR PROBLEMS AND YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:

ATENCIÓN CONSUMIDOR: FIRME AQUÍ SOLAMENTE SI EL VENDEDOR LE HA DICHO QUE EL VEHÍCULO TIENE EL/LOS SIGUIENTE(S) PROBLEMA(S) Y USTED ESTÁ DE ACUERDO EN COMPRAR EL VEHÍCULO SEGÚN ESTOS TÉRMINOS:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

X Purchaser Signs \_\_\_\_\_ Date \_\_\_\_\_

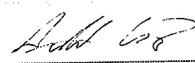
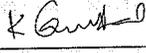
X Co-Purchaser Signs \_\_\_\_\_ Date \_\_\_\_\_

PRICE OF VEHICLE	28875	00
DEALER INSTALLED OPTIONS OR SERVICES	399	00
SELLING PRICE	29274	00
LESS: GROSS TRADE ALLOWANCE	3000	00
CASH DIFFERENCE	26274	00
DOCUMENTARY SERVICE FEE	347	26
OPTIONAL ERT FEE	35	00
TAXABLE TOTAL	26257	26
SALES TAX	1641	08
COUNTY TAX	NA	
IGNITION VSC	1200	00
STATE LICENSE AND TITLE <input type="checkbox"/> NEW TRANSFER <input type="checkbox"/>	180	00
SUB-TOTAL	29677	34
DEPOSIT / DOWNPAYMENT	NA	
CASH DUE OR AMOUNT FINANCED ON DELIVERY	15677	34
*ESTIMATED BALANCE OWED ON TRADE	NA	
BALANCE DUE DEALER	14000	00

**DEALER INSTALLED OPTIONS OR SERVICES**

THEFT DETERRENT	399.00

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

TRADE IN RECORD 1				TRADE IN RECORD 2			
YR.	MAKE	MODEL	TYPE	YR.	MAKE	MODEL	TYPE
2007	HONDA	ACCORD EX	SEDAN				
COLOR GREY		TRIM	MILEAGE 140698	COLOR		TRIM	MILEAGE
VIN 1HGCM66587A051081				VIN			
TITLE NO.		PLATE NO.	EXP. DATE	TITLE NO.		PLATE NO.	EXP. DATE
OWNER GURUPRASAD KOLISSETTY			LOAN #	OWNER			LOAN #
LIENHOLDER			PHONE	LIENHOLDER			PHONE
ADDRESS			SPOKE WITH	ADDRESS			SPOKE WITH
AMOUNT NA	GOOD TILL	VERIFIED BY		AMOUNT NA	GOOD TILL	VERIFIED BY	
COLLISION COVERAGE				*Purchaser certifies that the information about the trade-in is correct including odometer information and the year of the vehicle and that the trade-in is not now and never has had a "rebuilt" or "salvage" title. Purchaser further certifies that he/she will pay the difference in cash within three days of demand if the payoff information is incorrect, and all outstanding liens are satisfied.			
NAME OF AGENT PROGRESSIVE INSURANCE			PHONE 800-776-4737				
ADDRESS PO BOX 31260 TAMPA, FL 33631							
POLICY NUMBER 944781889		COLLISION DEDUCTIBLE 500.00					
INSURANCE CO. PROGRESSIVE			SPOKE WITH				
EFFECTIVE DATE 06/24/23	EXP. DATE 12/24/23	VERIFIED BY					
				k Gdh (customer initials)	MILEAGE: 38133 PURCHASE VEH.	MILEAGE: 140698 TRADE	
<b>CONSEQUENTIAL AND INCIDENTAL DAMAGES</b> - Purchaser shall not be entitled to receive from any consequential and incidental damages, including but not limited to damages to property, damages for loss of use, loss of profits or income or any other consequential or incidental damages whether liability is based on breach of warranty, contract or tort, strict liability or any other statutory or common law theory of liability.							
<b>WARRANTIES SELLER DISCLAIMS:</b> If the vehicle you purchased is a new vehicle, unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this agreement, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.							
If the vehicle you purchased is a used vehicle, unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this agreement, the Seller makes no express warranties on the vehicle, and there will be no implied warranties of fitness for a particular purpose. The vehicle is subject to an implied warranty of merchantability, but only to the extent required by Illinois law. The implied warranty of merchantability expires at midnight of the 15th calendar day after delivery of the vehicle or until the vehicle is driven 500 miles after delivery, whichever is earlier. This implied warranty of merchantability does not extend to damage that occurs after the sale that results from: (1) off-road use; (2) racing; (3) towing; (4) abuse; (5) misuse; (6) neglect; (7) failure to perform regular maintenance; and (8) failure to maintain adequate oil, coolant and other required fluids or lubricants. This provision does not affect any warranties covering the vehicle that the manufacturer may provide.							
NOTICE FOR PURCHASERS OF NEW PASSENGER VEHICLES							
If after a reasonable number of attempts, the authorized Dealer is unable to conform your new vehicle to any of its applicable express warranties, the manufacturer shall either provide you with a new vehicle of like model line, if available, or otherwise a comparable vehicle as a replacement, or accept the return of the vehicle from you and refund to you the full purchase price which you paid for the vehicle less a reasonable allowance for your use of the vehicle.							
A presumption that a reasonable number of attempts have been undertaken to conform a new passenger vehicle to its express warranties shall arise where, within 12 months or 12,000 miles after delivery to the original purchaser, whichever occurs first:							
<ol style="list-style-type: none"> <li>The same nonconformity has been subject to repair by authorized Dealers four or more times, and such nonconformity continues to exist; or</li> <li>The vehicle has been out of service by reason of repair of nonconformities for a total of 30 or more business days.</li> </ol>							
Normally, any problems with the sales transaction or the operation of your new vehicle will be resolved by your Dealer's Sales or Service Department. If you should experience any such problems, consult your <i>Warranty and Owner Assistance Information Booklet</i> for a description of the suggested procedures.							
Purchaser agrees that this order includes all of the terms and conditions on all pages of this Agreement hereof and that this Agreement cancels and supersedes any prior agreement including oral agreements.							
APPROVED BY 				PURCHASER'S SIGNATURE <u>X</u> 			
THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER				CO-PURCHASER'S SIGNATURE <u>X</u>			

If this box is checked the following language applies:

The retail buyer hereunder has been informed by the retail seller that his contract will be sold and assigned by the retail seller to, NA, (a licensed Sales Finance Agency) and that the said Sales Finance Agency has a substantial interest in the business of the retail seller and that pursuant to law the retail buyer may assert all defenses equally against the retail seller and said NA, Sales Finance Agency.

Purchaser agrees that this Agreement includes all of the terms and conditions on all pages of this Agreement hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement.

If Purchaser is buying the Vehicle for cash (this includes a Purchaser arranging his or her own financing from a party other than dealer), this Agreement is not binding upon either Dealer or Purchaser until signed by an authorized Dealer representative.

If Purchaser is buying the Vehicle in a credit sale transaction with Dealer evidenced by a signed retail installment sale contract, this Agreement is binding when the retail installment sale contract is signed, but will not remain binding if a third party finance source does not agree to purchase the retail installment sale contract executed by Purchaser and Dealer based on this Agreement. See paragraph 13 on page 4 of this Agreement.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this agreement, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X *[Signature]* Co-Buyer Signs X \_\_\_\_\_

**PURCHASER HAS READ ALL PAGES OF THIS AGREEMENT AND AGREES TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.**

PURCHASER SIGNS X *[Signature]* DATE 06/24/2023

CO-PURCHASER SIGNS X NA DATE NA

MANAGER'S APPROVAL *[Signature]* DATE 06/24/2023

(Must Be Accepted By An Authorized Representative of the Dealer)

**NO PUBLIC LIABILITY INSURANCE ISSUED WITH THIS TRANSACTION**

## ADDITIONAL TERMS AND CONDITIONS

1. These definitions apply to this Agreement.
  - "Agreement" means this Vehicle Buyer's Order.
  - "Dealer," "us," "our" and "we" mean or refer to the authorized Dealer named on page 1 of this Agreement and who becomes a party to this Agreement by accepting it.
  - "Manufacturer" means the corporation that manufactured the Vehicle.
  - "Purchaser" and "you" mean or refer to the party or parties executing this Agreement as Purchaser and Co-Purchaser.
  - "Trade-in" is the used vehicle that Purchaser intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Dealer.
  - "Vehicle" is the vehicle or chassis that is the subject of this Agreement.

We are not the Manufacturer's agent. You and we are the sole parties to this Agreement. References in this Agreement to Manufacturer are for the purpose of describing certain contractual relationships between the Manufacturer and us relating to new vehicles.

2. The Manufacturer may change our price of new vehicles without notice. If that happens with regard to new vehicles of the series and body type of the Vehicle before we deliver it to you, we may change the cash delivered price of the Vehicle to you accordingly. If we do, you may cancel this Agreement. If you cancel, we shall return any Trade-in to you, unless we have sold it. You agree to pay reasonable storage and repair charges. If we have sold the Trade-in, we shall pay you the sale price, less a sales commission of 15% and any expense in storing, insuring, conditioning or advertising it for sale.

3. If you don't deliver your Trade-in to us until we deliver the Vehicle to you, we will reappraise the Trade-in at that time, subject to applicable law. The reappraised value will be the allowance for the Trade-in. If the reappraised value is lower than the amount shown in this Agreement, you may cancel this Agreement. You must exercise your right to cancel before we deliver the Vehicle to you and you surrender the Trade-in to us.

4. You agree to give us satisfactory evidence of title to any Trade-in when you deliver it to us. You warrant any Trade-in to be your property. You warrant that the Trade-in is free and clear of all liens and encumbrances unless otherwise noted in this Agreement, and that the Trade-in has never had a salvage or "branded" title. You represent that the Trade-in's mileage shown in this Agreement is the actual mileage on the Trade-in unless you have noted other mileage on this Agreement. You authorize us to rely on this representation in entering into this transaction. If you provide false information, you will repurchase the related Trade-in from us for the full price allowed to you plus all costs we incur in resolving this matter including but not limited to reconditioning costs, legal fees, court and collection costs.

5. If you fail or refuse to accept delivery of the Vehicle or comply with this Agreement, we may keep as liquidated damages any cash deposit you made, to the extent not prohibited by law. We may reimburse ourselves for any expenses and losses we incur or suffer as a result of your failure or refusal. Such expenses and losses may include our reasonable attorneys' fees. This section doesn't apply if you cancel this Agreement under section 2 or 3.

6. The Manufacturer may change the design of any vehicle, chassis, accessories, or parts at any time without notice and without obligation. The Manufacturer may also make the same or any similar change upon any vehicle, chassis, accessories, or parts already bought by or shipped to us or being manufactured or sold in accordance with our orders. If the Manufacturer makes such a change, we have no obligation to you to make the same or any similar change in the Vehicle or its parts either before or after we deliver the Vehicle to you.

7. We aren't liable for failure to deliver or delay in delivering the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond our control or without our fault or negligence.

8. The Vehicle price doesn't include sales taxes, use taxes or

occupational taxes based on sales volume (federal, state or local), unless expressly so stated. You agree to pay, unless prohibited by law, any such taxes imposed on or that apply to the transaction reflected by this Agreement, regardless of who has primary liability for the tax.

9. If this Agreement shows a charge for Credit Insurance, this paragraph applies. The Credit Insurance provisions in any retail installment contract you later sign related to this Agreement will apply. If such insurance is wholly or partly unavailable under the designated policy, we will deduct the applicable part of the Credit Insurance charge shown in this Agreement and the related finance charge from the total amount you owe. If such insurance does not become effective, we will notify you of that fact. This Agreement and any related retail installment contract you sign shall otherwise remain fully effective, to the extent provided by applicable law.

10. You agree to sign such agreements or documents as we may require to effect the terms and conditions of payment shown in this Agreement.

11. Payoff information shown on pages 1 and 2 of this Agreement is provided by you and/or your lienholder. Should the actual payoff(s) be less, we will refund the difference to you. If the payoff(s) is more, you agree to remit the difference to us within three business days of notification of the difference.

12. This Agreement is an agreement to buy the Vehicle. If there is a Balance Due Dealer, your obligation to buy and our obligation to sell the Vehicle are expressly conditioned upon you obtaining financing for the Balance Due Dealer. You have two business days from the date of this Agreement to obtain such financing. If you pay us with a check that is dishonored or unpaid for any reason, we may, at our sole option, declare this Agreement null and void and retake the Vehicle, or make claims against you on the check. In addition, to the extent permitted by law, we will charge you a \$25 returned check charge.

13. If for any reason you and we do not complete the Vehicle sale and purchase, financing is not obtained, or this Agreement is declared void, this section applies. You will return the Vehicle to us. You will pay us on demand all reasonable charges and expenses for any damage to the Vehicle. We will comply with all laws and return the Trade-in and your down payment to you. If, through inadvertence, we have sold the Trade-in, we shall pay you the sale price. If you fail to return the Vehicle within 24 hours of notice, you agree that we may, solely at our option, cancel the sale and retake immediate possession of the Vehicle and, in addition to those charges specified above, you agree to pay us all reasonable expenses we incur in connection with retaking the Vehicle, including attorneys' fees and other expenses to the extent permitted by applicable law.

14. If this Agreement shows that any part of the transaction is to be financed, we may assist in submitting credit applications to third parties. Unless we have committed to do so in writing, we will not lend you money or finance this transaction regardless of any notation to the contrary on any other document. No agent, employee or manager of ours can change this policy.

15. In the event that any of the terms and conditions of this Agreement are inconsistent with the terms and conditions of any retail installment agreement between Purchaser and Seller, the terms of such retail installment agreement shall apply.

### 16. SERVICING AND COLLECTION CONTACTS

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information.

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

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

**ARBITRATION PROVISION**

**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

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

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this Agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Agreement) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association ([www.adr.org](http://www.adr.org)) or National Arbitration and Mediation ([www.namadr.com](http://www.namadr.com)) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

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