

Buyer Name and Address	Co-Buyer Name and Address	Seller Name and Address
MANVEEN KAUR 583 BATTERY STREET UNIT 1701N SEATTLE WA 98109 County: Email: manveen.kaur25@gmail.com Phone: (412) 519-2637 Cell: (346) 397-0023	N/A County: N/A Email: N/A Phone: N/A Cell: N/A	SWICKARD TOYOTA 21300 HIGHWAY 99 EDMONDS WA 98026 Salesperson:

Title Brands/Comments (if applicable): _____ REBUILT _____ JUNK _____ SALVAGE/REBUILT _____ DESTROYED

New/Used/Demo	Year	Make	Mileage	Model	Stock #	Vin #
NEW	2023	TOYOTA	5	HYB CORO	V010817	7MUFBABG7PV010817

LICENSE NO. WA: 48702883	TAB:	EXP: 11/21/23
ODOMETER READING	5	

The owner of a vehicle may be required to spend up to \$150 for repairs if the vehicle does not meet the vehicle emission standards under chapter 70.120 RCW. Unless expressly warranted by the motor vehicle seller, the seller is not warranting that this vehicle will pass any emission tests required by federal or state law.

X _____
 SIGNATURE (DO NOT INITIAL)

"NOTICE TO BUYER REGARDING THE AIRBAGS ON THIS VEHICLE:
 _____ an "on/off switch" has been installed on the airbag(s)
 _____ the airbag(s) have been deactivated"

(A) USED VEHICLE TRADE-IN		
YEAR N/A	MAKE N/A	MODEL N/A
MILEAGE N/A	VIN# N/A	
BALANCE OWED TO N/A	LIENHOLDER'S ADDRESS	
N/A		
(B) SECOND VEHICLE TRADE-IN		
YEAR N/A	MAKE N/A	MODEL N/A
MILEAGE N/A	VIN# N/A	
BALANCE OWED TO N/A	LIENHOLDER'S ADDRESS	
N/A		
(1) Gross trade-in allowance for (A)	\$	N/A
Less estimated bal. owed on (A)	\$	N/A
(2) Gross trade-in allowance for (B)	\$	N/A
Less estimated bal. owed on (B)	\$	N/A
(3)* ESTIMATED NET ALLOWANCE ON TRADE-IN(S):	\$	N/A
		(carry over to line 7)
(4) Total Gross Trade-In Allowance (Line 1 above + Line 2 above)	\$	N/A
		(carry over to line 9)
* Buyer acknowledges that the payoff and/or lien balance on the trade-in vehicle as described above is only an estimated figure, subject to verification and confirmation from the lienholder as to the exact dollar amount. In the event the payoff/lien balance exceeds the above-stated amount, such additional amount shall be added to the total cash price of the vehicle and shall be paid to the seller on request or added to the amount being financed.		
X N/A SIGNATURE (DO NOT INITIAL)		

1. BASE PRICE OF VEHICLE	33089.00
2. Seller Added Or Deleted Options: EXECUTIVE SHIELD MAX SHIELD	590.00 590.00
3. BASE PRICE OF VEHICLE AND OPTIONS (LINE 1 +/- LINE 2)	34269.00
4. ESTIMATED Vehicle Excise Tax, License, Title, and Registration Fees (including a \$3.00 Arbitration fee for new motor vehicles registered in Washington and a \$2.50 emergency medical service fee)	560.00
5. Bank Title Lien Release	N/A
6. DOWN PAYMENT	9000.00
(A) CASH	9000.00
(B) REBATE	N/A
7. ESTIMATED Net Trade-In Allowance	N/A
8. TOTAL CREDITS (6 + 7)	9000.00
9. Sales Tax [Calculated on the sum of Base Price of the Vehicle and Options (Line 3 above) - Total Gross Trade-In Allowance \$ N/A]	3637.33
10. Seller Documentary Service Fee* THE DOCUMENTARY SERVICE FEE IS A NEGOTIABLE FEE. Documentary service fees are not required by the State of Washington.	200.00
11. Service Contract	N/A
12. Maintenance Contract	N/A
13. Sales Tax (For Service Contract and/or Maintenance Contract)	61.95
14. Insurance (Life, Disability, etc.)	N/A
15. Other Charges ADMIN FEE	2.50
16. TOTAL CASH PRICE OF VEHICLE (3 + 4 + 5 + 9 + 10 + 11 + 12 + 13 + 14 + 15)	38730.78
17. UNPAID BALANCE OF CASH PRICE DUE ON DELIVERY (16 - 8)	N/A
18. UNPAID BALANCE (AMOUNT FINANCED) (16 - 8)	29730.78

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON PAGE 1 HEREOF. BUYER HAS INSPECTED THE VEHICLE AS FULLY AS HE OR SHE DESIRES PRIOR TO ENTERING INTO THIS CONTRACT. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS OR SERVICES. BUYER AGREES THAT SELLER SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

UNLESS SELLER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY MADE BY SELLER ON ITS OWN BEHALF OR BUYER PURCHASES AN EXTENDED SERVICE WARRANTY FROM SELLER WITHIN 90 DAYS OF PURCHASING THE VEHICLE, SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON ALL GOODS AND SERVICES SOLD BY SELLER. A SEPARATE "AS IS" SELLER WARRANTY DISCLAIMER IS INCLUDED AS PART OF THIS TRANSACTION AND IS INCORPORATED HEREIN BY THIS REFERENCE.

Buyer agrees that this Agreement includes all of the terms and conditions on all pages of this Agreement hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, 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. Buyer, by signing this Agreement, acknowledges that Buyer has read its terms and has received a true copy of this Agreement.

If Buyer is buying the Vehicle for cash (this includes a Buyer arranging Buyer's own financing from a party other than seller), this Agreement is not binding upon either Seller or Buyer until signed by an authorized Seller representative.

If Buyer is buying the Vehicle in a credit sale transaction with Seller 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 Buyer and Seller based on this Agreement. See paragraph 12 on page 3 of this Agreement.

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

Buyer Signs X _____ Co-Buyer Signs X N/A _____

BUYER HAS READ ALL PAGES OF THIS AGREEMENT AND AGREES TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

BUYER SIGNS X _____ DATE 10/20/2023 _____

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

If checked, the following statement applies to this transaction.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

MANAGER'S APPROVAL _____ DATE 10/20/2023 _____

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

ADDITIONAL TERMS AND CONDITIONS

- These definitions apply to this Agreement.
 - "Agreement" means this Vehicle Buyer's Order.
 - "Buyer" and "you" mean or refer to the party executing this Agreement as such.
 - "Seller" "us" "our" and "we" mean or refer to the authorized Seller 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.
 - "Trade-in" is the used vehicle that Buyer intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Seller.
 - "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, unless prohibited by law. If we have sold the Trade-in, we shall pay you the sales price, less a sales commission of 15% and any expense in storing, insuring, conditioning or advertising it for sale, unless prohibited by law.

3. 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.

4. 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.

5. 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.

6. 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.

7. The Vehicle price includes reimbursement for Federal Excise taxes. 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.

8. 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 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.

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

10. Payoff information shown on page 1 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.

11. This Agreement is an agreement to buy the Vehicle. If there is an Unpaid Balance, your obligation to buy and our obligation to sell the Vehicle are expressly conditioned upon you obtaining financing for the Unpaid Balance. You have four calendar days, exclusive of Saturdays, Sundays and legal holidays, after the date you sign the contingent contract 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, unless prohibited by applicable law, or make claims against you on the check. In addition, to the extent permitted by law, we will charge you a \$30.00 returned check charge, or the maximum amount allowed by law, whichever amount is greater.

12. 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 12 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. Unless prohibited by applicable law, you will pay us the greater of \$.30 per mile or \$20 per day for your use of the Vehicle. You further agree that, at the option of Seller, any down payments or other sums deposited by you may be applied to pay Seller for any such charges. When you have paid us the amounts you owe under this Agreement, we will return the Trade-in to you, together with any down payments or deposits (less the aforesaid charges). 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.

13. 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.

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

15. IT IS BUYER'S RESPONSIBILITY TO OBTAIN INSURANCE ON THE VEHICLE. Seller may request insurance information from Buyer in order to register the Vehicle with the Department of Licensing (DOL) or for verifying insurance coverage. Seller's request for insurance information does not constitute an agreement to transfer or obtain insurance coverage on the Vehicle. By signing this agreement Buyer covenants and agrees that Buyer has obtained, or will obtain, before the Vehicle is driven by anyone, insurance on the Vehicle.

16. EACH PARTY HERETO HEREBY IRREVOCABLY, AND UNCONDITIONALLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND ANY OTHER DOCUMENT RELATED HERETO.

17. 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.

18. You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

19. To secure the punctual payment and performance of Buyer's obligations under this or any other agreement with Seller, Buyer hereby grants to Seller or its assigns a security interest in the Vehicle and the Trade-in together with all proceeds and products thereof.

20. Buyer agrees to immediately reimburse, indemnify, defend, and hold Seller harmless from any loss, claim, or damage resulting from Buyer's registration or failure to register the Vehicle in the appropriate state or Buyer's failure to obtain property and liability insurance on the Vehicle. Buyer hereby authorizes Seller to require Buyer's insurance company to name Seller or its assigns as loss payee on all insurance policies covering the Vehicle.

21. This Agreement contains the entire agreement of the parties and may not be amended orally. Washington law shall govern the interpretation and enforcement of this Agreement. This Agreement may not be assigned by Buyer without Seller's prior written consent.

22. In any litigation regarding this Agreement, Buyer shall reimburse Seller for all reasonable attorney fees and court costs should Seller prevail. Should Buyer prevail, Buyer waives any consequential, punitive, or incidental damages, damage to property, or any loss of time, profits, or income. Buyer's damages are limited to the return of the total purchase price indicated in this Agreement.

23. **Miscellaneous Issues:** Seller shall maintain a security interest in the Vehicle and Buyer grants Seller a security interest in the Trade-in(s) until the total amount due has been paid to Seller. Buyer may not assign this Agreement without the written consent of Seller. Buyer acknowledges that this transaction occurred in the state of Washington and Washington law will control any disputes regarding this Agreement. Buyer agrees that he/she will not export this Vehicle and that it is intended for use in the United States.

ARBITRATION PROVISION
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

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

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

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

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