

ITEMIZATION OF AMOUNT FINANCED

Table with 2 columns: Description and Amount. Includes items like Cash Price (1573.82), Total Downpayment, Predelivery Service Fees, and Amount Financed (59709.83).

OPTION: You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year N/A, SELLER'S INITIALS N/A

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. Term N/A Mcs. Name of Gap Contract. Buyer Signs X N/A

Table for Other Optional Insurance with 4 columns: Type of Insurance, Term, Premium \$, and Ins. Co. Name & Address. Includes a section for liability insurance coverage.

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. If any insurance is included in this contract, policies or certificates from the named insurance companies will describe the terms and conditions.

Optional Credit Insurance section. Includes checkboxes for Credit Life, Credit Disability, and Insurance Company Name. Premium: Credit Life \$ N/A, Credit Disability \$ N/A.

If the box above is checked to indicate that you want credit life insurance, please read and sign the following acknowledgments: 1. You understand that you have the option of assigning any other policy or policies you own or may procure for the purpose of covering this extension of credit...

X N/A N/A Buyer Date. X N/A N/A Co-Buyer Date.

2. You understand that the credit life coverage may be deferred if, at the time of application, you are unable to engage in employment or unable to perform normal activities of a person of like age and sex. (You need not sign this acknowledgement if the proposed credit life insurance policy does not contain this restriction.)

X N/A N/A Buyer Date. X N/A N/A Co-Buyer Date.

3. You understand that the benefits under the policy will terminate when you reach a certain age and affirm that your age is accurately represented on the application or policy.

X N/A N/A Buyer Date. X N/A N/A Co-Buyer Date.

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will treat any Prepaid Finance Charge as fully earned on the date of this contract. We will figure the rest of the finance charge on a daily basis at the Base Rate on the unpaid part of your Principal Balance. Your Principal Balance is the sum of the Amount Financed and the Prepaid Finance Charge, if any.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of your Principal Balance and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of your Principal Balance at any time. If the contract is paid in full within six months after the date you sign it, we may impose an acquisition charge, not exceeding \$75, for services performed on your behalf for processing this contract. If you prepay, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. **You may ask for a payment extension.** You may ask us for a deferral of the scheduled due date of all or any part of a payment (extension). If we agree to your request, we may charge you a \$15 extension fee. You must maintain the physical damage insurance required by this contract (see below) during any extension. If you do not have this insurance, we may buy it and charge you for it as this contract says. You may extend the term of any optional insurance you bought with this contract to cover the extension if the insurance company or your insurance contract permits it, and you pay the charge for extending this insurance.
- If you get a payment extension, you will pay additional finance charges at the Base Rate on the amount extended during the extension. You will also pay any additional insurance charges resulting from the extension, and the \$15 extension fee if we charge you this fee.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**

You give us a security interest in:

- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

- d. **Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge at the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

If you pay late, we may also take the steps described below.

- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
- You do not pay any payment on time;
 - You give false, incomplete, or misleading information during credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.

The amount you will owe will be the unpaid part of your Principal Balance plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay the attorney's fee and court costs as the law allows. This includes any attorneys' fees we incur as a result of any bankruptcy proceeding brought by or against you under federal law.
- c. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, 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.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. OPTIONAL SERVICE CONTRACTS

You are not required to buy a service contract to obtain credit. Your choice of service contract providers for any service contracts you buy will not affect our decision to sell or extend credit to you.

7. REJECTION OR REVOCATION

If you are permitted under Florida's Uniform Commercial Code to reject or revoke acceptance of the vehicle and you claim a security interest in the vehicle because of this, you must either: (a) post a bond in the amount of the disputed balance; or (b) deposit all installment payments as they become due into the registry of a court of competent jurisdiction.

8. APPLICABLE LAW

Federal law and the law of the state of Florida apply to this contract.

9. NEGATIVE CREDIT REPORT NOTICE

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Agreement
dispute b
Buyer Si

pursuant to the Arbitration Provision on
on. See the Arbitration Provision for addit
Co-Buyer Signs X

we may elect to resolve any
agreement to arbitrate.

SELLER'S RIGHT TO CANCEL - If Buyer and Co-buyer sign here, the provisions of the Seller's Right to Cancel below, which gives the Seller the right to cancel if Seller is unable to assign this contract within 30 days, will apply. If you fail to return the vehicle within 50.00 per day from the date of repossession.

Seller's Right to Cancel

- a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit, locate financing for you on the exact terms shown on page 1 of this contract, and assign this contract to a financial institution. You agree that Seller has the number of days stated above to assign this contract. You agree that if Seller is unable to assign this contract within this time period to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel this contract. Seller's right to cancel this contract ends upon assignment of this contract.
- b. If Seller elects to cancel per Paragraph a above, Seller will give you written notice (or in any other manner in which actual notice is given to you). In that event, you may have the option of negotiating and signing a new contract with different financing terms (for example, a larger down payment, a higher annual percentage rate, a required cosigner, etc.) or you may pay with alternate funds arranged by you.
- c. Upon receipt of the notice of cancellation, you must return the vehicle to Seller within 48 hours in the same condition as when sold other than reasonable wear for the time you had it. If Seller has already sold the Trade-in, the Seller will pay you the proceeds of the sale less any reasonable expenses incurred in connection with holding, preparing, reconditioning and selling the Trade-in and any prior credit or lease balance paid by Seller to a prior lienholder or lessor on your behalf.
- d. If you do not return the vehicle within 48 hours after receipt of the notice of cancellation, you agree that Seller may use any lawful means to take it back (including repossession if done peacefully) and you will be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees. If you fail to return the vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay Seller the charge shown in the Seller's Right to Cancel provision above for each day you do not return the vehicle after receipt of the notice of cancellation.
- e. While the vehicle is in your possession, all terms of this contract, including those relating to use of the vehicle and insurance for the vehicle, are in full force and you assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage done to the vehicle while the vehicle is in your possession. Seller may deduct from any consideration due to you under paragraph c. above Seller's reasonable costs to repair the vehicle and any daily charges you incur if you fail to return the vehicle within 48 hours after receipt of the notice of cancellation. If Seller cancels this contract, the terms of this Seller's Right to Cancel provision (including those above) remain in effect even after you no longer have possession of the vehicle.

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.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

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 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 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) or National Arbitration and Mediation (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-Creditor 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 contract. 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.

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.

HOW THIS CONTRACT CAN BE CHANGED. This contract can only be changed by a written agreement signed by you and us. No oral changes are binding. Buyer [redacted] and we [redacted] must sign it. Co-Buyer Signs [redacted] we may [redacted] If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract to extend the time for making some payments without extending the time for making others. See the rest of this contract for other important agreements.

NOTICE TO THE BUYER: a) Do not sign this contract before you read it or if it contains any blank spaces. b) You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract we gave it to you, and you were free to take it and review it. You have read all pages of this contract, including the Arbitration Provision and the Finance Charge section above, before signing below. You copy [redacted] filled-in copy when you signed it.

Buyer Signs [redacted] Date 12/20/2024 Co-Buyer Signs [redacted] Date 12/20/2024

If the "business" use [redacted] purchased: Print Name N/A
Co-Buyers and Other [redacted] responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here N/A Address N/A

Seller Signs MERCEDES BENZ OF FT. PIERCE Date 12/20/2024 By [redacted] Title [redacted]

Seller assigns its interest in this contract to WELLS FARGO AUTO

Assigned with recourse Assigned without recourse Assigned with limited recourse

Seller MERCEDES BENZ OF FT. PIERCE By [redacted]



Mercedes-Benz

Date: 12/20/2024

F&I MGR:
STOCK#
12/20/2024
03:55 pm

Deal #:

Buyer's Order, Agreement
& Vehicle Information Form

Customer #:

Table with 3 columns: Buyer Name and Address, Co-Buyer Name and Address, Seller Name and Address. Seller: MERCEDES BENZ OF FT. PIERCE, 4500 S US HWY 1, FT PIERCE, FL 34982, 772-577-2694. Salesperson: ANDRES SIERRA.

In this Buyer's Order, Agreement and Vehicle Information Form ("Order and Agreement"), "you" means the buyer, and any co-buyer. "We," "us" and "our" means the Seller. You agree to purchase the vehicle from us according to the terms of this Order and Agreement.

Main table with columns: Vehicle Description, Purchase Information (e) means an estimate. Rows include: Year/Make/Model/Mileage (2021 CADILLAC ESCALADE ESV 38239), Vehicle Purchase Price (65500.00), Accessories (N/A), New/Used/Demo/Executive Color Body (USED WHI/White Utility), Vehicle Identification Number, Disclosures, and Total Sale Price (63209.83).

Buyer Initial: Co-Buyer Initials X

Trade-in Vehicle				Trade-in Vehicle			
Year	2021	Make	CHEVROLET	Model	Suburban	Year	N/A
						Make	N/A
						Model	N/A
				age	63720	VIN	N/A
						Mileage	N/A
Lienholder						Lienholder	N/A
Payoff Amount	35933.86	Good Thru:				Payoff Amount	N/A
Lienholder	N/A					Lienholder	N/A
Payoff Amount	N/A	Good Thru:	N/A			Payoff Amount	N/A
<p>You assign us all of your rights, title and interest in such Trade-in vehicle(s). You represent that you are the sole owner of the vehicle and have the right to sell or otherwise transfer ownership of the Vehicle(s). You further acknowledge the representations and responsibilities on all pages of this Order and on the Authorization to Release Payoff Information executed with this Order, if any relating to Trade-in Vehicles.</p> <p>Payoff Agreement - We relied on information from you and/or the lienholder(s) or lessor(s) of your Trade-in vehicle(s) to arrive at the payoff amount(s) shown above. You understand that the amount(s) quoted is/are an estimate. We agree to pay the payoff amount(s) shown above to the identified lienholder(s) or lessor(s) of the Trade-in vehicle(s), or a designee. If the actual payoff amount(s) is/are more than the amount(s) shown above, you must pay us the excess on demand. If the actual payoff amount(s) is less than the amount(s) shown above, we will refund to you any overage we receive from your prior lienholder(s).</p> <p>Negative Equity - If your payoff for your Trade-in(s) exceeds the Trade-in Allowance, the difference will be added to balance due.</p> <p>Buyer Initials: [REDACTED] Co-Buyer Initials: [REDACTED]</p> <p>You have thoroughly inspected, accepted, and approved the vehicle described on pages 1 and 2 in all respects. You may obtain an independent third party inspection of the vehicle on your own. The Dealership has not independently verified any information contained on any third party vehicle history report and does not represent or warrant the accuracy of any third party vehicle history report.</p> <p>SELLER'S RIGHT TO CANCEL - If Buyer and Co-buyer sign here, the provisions of the Seller's Right to Cancel section on page 3, which gives the Seller the right to cancel if Seller is unable to assign a Retail Installment Sale Contract signed with this Order and Agreement within 30 days, will apply. If you fail to return the vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay \$_____ per day from the date of cancellation until the vehicle is returned or repossessed.</p> <p>[REDACTED] X [REDACTED] Co-Buyer Signature</p> <p>We may be able to assist you in obtaining financing from a third party lender or you may secure financing through any financing entity you choose. The financing terms you get could be more favorable.</p>							

Additional Terms and Conditions

Definitions. These definitions apply to this Order.

- "Buyer" and "you" mean or refer to the party executing this Order as such.
- "Consideration" means the amount of the down payment paid in cash plus the trade-in, or if sold, the wholesale fair market value of the trade-in.
- "Dealer," "Seller," "us," "our," and "we" mean the authorized Dealer named on this Order who becomes a party to this Order by accepting it.
- "Manufacturer" means the corporation that manufactured the Vehicle or its designated distributor. We are not the Manufacturer's agent. You and we are the sole parties to this Order. References in this Order to Manufacturer are for the purpose of describing certain contractual relationships between the Manufacturer and us relating to new vehicles.
- "Retail Installment Sale Contract" means any contract you sign to finance the Vehicle over time.
- "Trade-in" is the used Vehicle that Buyer intends to use as part of the downpayment 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 Order.

Modifications or Cancellation Due to the Manufacturer or Other Events: If the Manufacturer modifies, discontinues, or fails to deliver the Vehicle or changes the price, or if we cannot deliver the Vehicle due to accident, fire, act of nature, or cause beyond our control, then either you or we may terminate this Order without liability to the other party, and Dealer shall refund your deposits and return your Trade-in, if applicable.

Trade-in Vehicle Title, Appraisal and Return upon Cancellation for Any Reason: You will immediately provide Certificate of Title to the Trade-in. If you cannot, then you agree to reimburse the Dealer for all costs incurred for duplicate title. If there is a lien or other encumbrance, you agree to take all necessary steps to enable us to obtain a Certificate of Title in accordance with applicable state law. You agree to cooperate immediately to provide all documents necessary to accomplish this.

If you have not yet delivered your Trade-in to us, we will reappraise it at the time it is delivered to us. The reappraised value will be the allowance for the Trade-in. If the reappraised value is lower than the amount shown on this Order, you may cancel this Order. You must exercise your right to cancel before we deliver the Vehicle to you and you surrender the Trade-in to us.

In the event this transaction is cancelled for any reason, and we have paid some or all of the balance owed to the lienholder on the Trade-in, you shall immediately reimburse us for the amount paid to the lienholder. Otherwise, we may place a lien on the Trade-in without any further action or agreement by you. If we have sold the Trade-in prior to cancellation of this Buyer's Order, we will pay you the agreed upon Trade-in Allowance and you will reimburse us for any amount we paid to the lienholder on the Trade-in.

Taxes. The Vehicle price does not include sales taxes, use taxes, ad valorem or property, or occupational taxes based on sales volume, (federal, state or local) unless expressly so stated. If the amount of taxes owed exceeds the amount reflected in this Order, you agree to pay, unless prohibited by law, any taxes imposed on or that apply to the transaction reflected by this Order, regardless of who has primary liability for the tax.

Dishonored Payment Instruments. If you pay us with a check or other payment instrument that is dishonored or unpaid for any reason, we may, at our sole option, declare this Order null and void and retake the Vehicle, or make claims against you on the check. In addition, and subject to any notice requirements under applicable law, if any check or other payment instrument you give us is dishonored or any electronic payment you make is returned unpaid, you will pay a charge of \$25 if the payment amount is \$50 or less; \$30 if the payment amount is over \$50 but not more than \$300; \$40 if the payment amount is over \$300; or such amount as permitted by law.

Servicing and Collection Contacts. 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.

Other Products. The Dealer offers products and services from various suppliers. The amounts charged to customers for such products or services may be greater than our cost, and/or we may receive commission or other payment in connection with such sale. You are not required to purchase any other goods or services from us.

Miscellaneous. Federal and Florida law apply to this Order. You agree to sign such agreements or documents as we may require to effect the terms and conditions of payment shown in this Order. This Order survives the execution of a Retail Installment Sale Contract. In the event that any terms and conditions of this Order are inconsistent with the terms and conditions of any Retail Installment Sale Contract between Buyer and Dealer, the terms of such Retail Installment Sale Contract apply.

The Pre-delivery Service Charge shown on this Order is the Seller's charge and is not the same charge as any similarly worded charge of the Manufacturer itemized on the Monroney label (a/k/a Manufacturer sticker).

Notice Regarding Legal Documents: Certain documents in this transaction will affect your legal rights and impose certain obligations. IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THESE DOCUMENTS OR ABOUT ANY LEGAL MATTERS, YOU ARE STRONGLY URGED TO CONSULT WITH AN ATTORNEY OF YOUR CHOOSING PRIOR TO SIGNING ANY DOCUMENT OR COMPLETING THIS TRANSACTION. No fiduciary duty or other similar duty or confidential relationship exists between you and the Dealer. The Pre-delivery Service Charge does not include payment for the preparation of legal documents.

Your Representations to Us: (a) New vehicles only; you are not purchasing the Vehicle for resale or export within the next 12 months from the date of this Buyer's Lease Order; (b) the Cash Down, and any other amounts due to us have been paid in full, any payment given to us will be promptly honored by the institution upon which it was drawn or you, and you have not borrowed any part of the Cash Down; (c) all statements made by you in this transaction are true and correct; and (d) you are who you have represented yourself to be. If you have purchased the Vehicle for anyone other than yourself, you must disclose this to us in writing.

Buyer's Default and Dealer's Remedies: In the event of any failure by you to perform your obligations under this Order or any breach by you of a representation or warranty made by you to us, we shall be permitted, at our sole discretion, to choose any or all of the following remedies: (1) cancel this Order; (2) repossess the Vehicle without notice; (3) rescind the transaction; (4) seek collection for amounts due; (5) cancel any ancillary products you have purchased; and/or (6) retain some or all of any consideration paid by you including but not limited to all deposits, down payments and/or Trade-in Vehicles. You shall be responsible for paying to us the balance owed on the Trade-in Vehicle if we have already paid the Lienholder. Any remedies in this Paragraph shall be in addition to, and not in lieu of, any other remedies available under this Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not continuing waiver.

Security Agreement: In the event that we are not paid in full, this document grants the Dealer a security interest in the Vehicle being purchased. This security interest is separate and apart from, but subordinate to, any interest granted to a third party lender if the vehicle is being purchased on credit.

Additional Terms and Conditions

Vehicle Data Collection and Privacy: Vehicles collect and use different types of information for a wide range of purposes. If you have any questions or concerns, familiarize yourself with the data collection and opt out procedures of the vehicle manufacturer, and any third party applications with access to your vehicle's data, prior to buying, leasing or trading a vehicle. Some of our vehicles are installed with

a mobile tracking device installed by us which may be activated by you. Consult our privacy policy located on our website for more information.

DAMAGES LIMITATION: YOU ARE NOT ENTITLED TO RECOVER FROM THE DEALER ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

Seller's Right to Cancel

- a. Seller agrees to deliver the Vehicle to you on the date the Retail Installment Sale Contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit, locate financing for you on the exact terms shown on the Retail Installment Sale Contract, and assign the Retail Installment Sale Contract to a financial institution. You agree that Seller has the number of days stated on the Retail Installment Sale Contract to assign the Retail Installment Sale Contract. You agree that if Seller is unable to assign the Retail Installment Sale Contract within this time period to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the Retail Installment Sale Contract. Seller's right to cancel the Retail Installment Sale Contract ends upon assignment of the Retail Installment Sale Contract.
- b. If Seller elects to cancel per Paragraph a. above, Seller will give you written notice (or in any other manner in which actual notice is given to you). In that event, you may have the option of negotiating and signing a new Retail Installment Sale Contract with different financing terms (for example, a larger down payment, a higher annual percentage rate, a required cosigner, etc.) or you may pay with alternate funds arranged by you.
- c. Upon receipt of the notice of cancellation, you must return the Vehicle to Seller within 48 hours in the same condition as when sold other than reasonable wear for the time you had it. Except as described below, Seller must give you back all consideration Seller has received from you in connection with the Retail Installment Sale Contract.
- d. If you do not return the Vehicle within 48 hours after receipt of the notice of cancellation, you agree that Seller may use any lawful means to take it back (including repossession if done peacefully) and you will be liable for all expenses incurred by Seller in taking the Vehicle from you, including reasonable attorney's fees. If you fail to return the Vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay Seller the charge shown in the Seller's Right to Cancel provision on page 1 of this Order and Agreement and as may be provided in the Retail Installment Sale Contract for each day you do not return the Vehicle after receipt of the notice of cancellation.
- e. While the Vehicle is in your possession, all terms of the Retail Installment Sale Contract, including those relating to use of the Vehicle and insurance for the Vehicle, are in full force and you assume all risk of loss or damage to the Vehicle. You must pay all reasonable costs for repair of any damage done to the Vehicle while the Vehicle is in your possession. Seller may deduct from any consideration due to you under paragraph c. above Seller's reasonable costs to repair the Vehicle and any daily charges you incur if you fail to return the Vehicle within 48 hours after the receipt of the notice of cancellation. If Seller cancels the Retail Installment Sale Contract, the terms of this Seller's Right to Cancel provision (including those on page 1 of this Order and Agreement and as provided in the Retail Installment Sale Contract) remain in effect even after you no longer have possession of the Vehicle.

Jury Trial Waiver - By entering this Order, you and we agree to waive the right to a jury trial in the event that a dispute is not arbitrated for any reason.

**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 Order and Agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Order and 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 on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), 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 the Dealer is located. 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.

Nothing in this Agreement limits or precludes the arbitrator(s) from awarding monetary damages or other relief provided by law.

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 Order and Agreement. 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.

The Annual Percentage Rate in a Retail Installment Sale Contract may be negotiable with the Seller. The Seller may assign any Retail Installment Sale Contract to a finance source, and we may receive a fee, commission or other compensation from the Finance Source.

Section 501.98, Florida Statutes, requires that, at least 30 days before bringing any claim against a motor vehicle dealer for an unfair or deceptive trade practice, a consumer must provide the dealer with a written demand letter stating the name, address, and telephone number of the consumer; the name and address of the dealer; a description of the facts that serve as the basis for the claim; the amount of damages; and copies of any documents in the possession of the consumer which return receipt requested, to the address the dealer regularly conducts business.

[Redacted signature area]

This Order and Agreement represents the final agreement between you and the dealer for the vehicle and may not be contingent on other agreements between you and the dealer.

Buyer Signs: _____
You have read and understand the terms of this Order and Agreement and agree to its terms. You have received a copy of this Order and Agreement.

Buyer Signs: X _____
Accepted by Seller: _____