

AUTOS DIRECT ONLINE

Dir #: UD017432

4371 PEARL RD
Cleveland OH 44109
(440)600-0123

RETAIL PURCHASE AGREEMENT (BUYERS ORDER)

Deal Number: **3222578**

Purchaser's Name(s): **ADEYINKA BADEWA**

Date: **09/22/2014**

Address: **11022 SWEETWATER PATH WOODBURY MN 55129** County: **Washington**

Home Telephone: **(612)423-5825** Work Telephone: _____ DOB: **03/06/1965**

E-mail Address: **ABADEWAS@YAHOO.COM** D.L./State I.D.#: _____ Issuing State: _____ Exp. Date: _____

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2007	MAKE Cadillac	MODEL Escalade EXT	COLOR Black Raven	STOCK NO. NO D4519P
SERIAL NO. 3GYFK62887G204135		ODOMETER READING <input type="checkbox"/> Not Accurate 108320	SALESPERSON JEFF PAYNE	
THE VEHICLE IS: <input type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		
We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services. <u>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</u> 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. TRADUCCIÓN ESPAÑOLA: VEA EL DORSO.				CASH PRICE OF VEHICLE \$19,200.00
<input type="checkbox"/> Used Vehicle Limited Warranty Applies. We are providing the attached Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.				Traceable ID \$0.00
Year: _____ Make: _____ Model: _____ Color: _____				SERVICE CONTRACT \$1,495.00
Serial No: _____ Odometer Reading: <input type="checkbox"/> Not Accurate				CREDIT LIFE/DISABILITY and PROPERTY INS. \$0.00
Trade-In (1) Allowance: \$ 0.00 Balance Owed & Lienholder: \$ 0.00 Negative Equity*: \$ 0.00				GAP \$0.00
Year: _____ Make: _____ Model: _____ Color: _____				VSI \$0.00
Serial No: _____ Odometer Reading: <input type="checkbox"/> Not Accurate				DOCUMENT FEE \$248.50
Trade-In (1) Allowance: \$ 0 Balance Owed & Lienholder: \$ 0 Negative Equity*: \$ 0				SHIPPING \$0.00
Year: _____ Make: _____ Model: _____ Color: _____				SUB-TOTAL \$20,943.50
Serial No: _____ Odometer Reading: <input type="checkbox"/> Not Accurate				State Tax Rate 6.00% County Tax Rate 0.00% \$1,256.61
Trade-In (1) Allowance: \$ 0 Balance Owed & Lienholder: \$ 0 Negative Equity*: \$ 0				LESS: TRADE-IN ALLOWANCE \$0.00
<input type="checkbox"/> DEPOSIT/ <input checked="" type="checkbox"/> PARTIAL PAYMENT: The sum of \$ 11,000.00 was received from you as a Deposit/Partial Payment. It is not refundable, except as set forth in this Agreement. In the case of a Deposit, we will refrain from selling the vehicle for _____ days.				PLUS: BALANCE OWED ON TRADE-IN \$0.00
<input checked="" type="checkbox"/> *NEGATIVE EQUITY: You are aware that the Balance Owed on your Trade-In/Lease Turn-In Vehicle exceeds the Trade-In Allowance from us and, as a result, you have requested that the Total Due be increased by the difference (known as the "Negative Equity" amount).				FILING FEES \$0.00
X				TITLE / LICENSE / REG FEES \$33.50
<input type="checkbox"/> IF MARKED, PLEASE SEE ATTACHED DELIVERY CONFIRMATION				INSPECTION FEE \$0.00
<input type="checkbox"/> IF MARKED, PLEASE SEE ATTACHED SPOT DELIVERY AGREEMENT-LIMITED RIGHT TO CANCEL				TOTAL DUE \$22,233.61
<input type="checkbox"/> IF MARKED, PLEASE SEE ATTACHED ARBITRATION AGREEMENT - FEX-144 Formerly 8181999-14462				INITIAL CASH DOWN PAYMENT \$11,000.00
Lienholder: JPMORGAN CHASE BANK, NA				TOTAL DEFERRED DOWN \$0.00
PO BOX 901098 Fort Worth TX 76101				CASH BACK (to customer) \$0.00
				UNPAID BALANCE \$11,233.61

Waiver of Jury Trial: The Dealership and Purchaser knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in any litigation based upon or arising out of this Agreement, any document related to this transaction, or any course of conduct, dealing, statements (whether oral or written), or any act of Dealership or Purchaser.

The front and back of this Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement (Buyers Order) and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read the terms and conditions of this Agreement, including the terms and conditions that appear on the reverse side, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser **ADEYINKA BADEWA**

Accepted by Authorized Dealership Representative

Purchaser

ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

Terms Used In This Agreement: This Retail Purchase Agreement (Buyers Order) contains the following words and phrases that appear throughout this Agreement and have particular meanings:

- **Agreement** - Means this Retail Purchase Agreement (Buyers Order) together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or in the document itself.
- **You, Your** - Means the Purchaser(s) identified on the front side of this Agreement.
- **We, Us, Our** - Means the Dealership that is identified on the front side of this Agreement and its Authorized Representatives.
- **Manufacturer** - Means the company that manufactured the Vehicle.
- **Vehicle** - Means the Vehicle that you are purchasing from us as described on the front of this Agreement.
- **Trade-in Vehicle** - Means the Vehicle you are delivering to us as part of this transaction as identified on the front side of this Agreement.

Our Right to Increase the Price: We may increase the price of the Vehicle after we accept this Agreement if the Trade-in Vehicle is reappraised, new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Partial Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.

Manufacturer's Design Changes: In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after your order for the Vehicle has been entered by us, you will not have any claim or right against us if the Vehicle does not contain such changes or modifications, nor shall we be required to effect such changes or modifications to the Vehicle.

New Vehicle Not Purchased for Resale or Export: Purchaser represents, warrants and affirms to the Dealership that Purchaser is not purchasing a new Vehicle for resale or export within the period beginning on the date the Vehicle title is issued to Purchaser and ending on the date one (1) year thereafter. Purchaser confirms that the Dealership is relying on this representation and agrees that the Dealership would not sell the Vehicle to Purchaser without this representation. If the Dealership is required by the Vehicle manufacturer to forfeit or repay any manufacturer incentives, allowance and/or special pricing, or if the Dealership suffers any loss or harm as a result of Purchaser's breach of this provision, Purchaser agrees to indemnify and hold the Dealership harmless from any such cost, loss or harm suffered as a result of or arising because of Purchaser's breach.

Remedies Upon Cancellation for Our Failure to Deliver: You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle in accordance with this Agreement if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Partial Payment) if the Vehicle is not delivered to you as specified on the front side of this Agreement. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Deposit/Partial Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Partial Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Partial Payment, we will pay the difference to you.

Your Representations Regarding the Trade-In Vehicle: Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a salvage, junk, rebuilt, flood, or lemon buyback Vehicle; that you have the right to sell or otherwise convey such Vehicle; that such Vehicle is free and clear of liens or encumbrances, except as may be noted on the front side of this Agreement; that all air pollution control equipment is on the Vehicle and appears properly connected and undamaged; and, unless you have told us otherwise, that you have not removed equipment from the Vehicle subsequent to our appraisal and that the odometer reading shown is accurate.

Trade-In Vehicle Payoff: If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.

Our Appraisal of Your Trade-In Vehicle: If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Partial Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.

Your Failure to Perform Obligations: In the event of any failure by you to perform your obligations under this Agreement, including but not limited to, any failure to take delivery of or to pay the agreed upon price for the Vehicle, we shall be permitted to retain an amount equal to any actual damages we incur due to your default. If you have delivered a Trade-In Vehicle to us as part of this transaction, we will return the Trade-In Vehicle to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. We may keep any portion of the amount you have paid to us as a Deposit/Partial Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Partial Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Partial Payment, we will pay the difference to you.

Other Products and Lending Sources: The Dealership offers its customers goods and services from various suppliers. The amounts charged to customers for such goods or services may be greater than the Dealership's cost, and/or the Dealership may receive a commission or other payment in connection with such sale. You are not required to purchase any other goods or services from us, nor are you required to finance the Unpaid Balance Due under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the lender.

Dealer Assisted Financing: If we assist you to obtain financing for this transaction, the Annual Percentage Rate may be negotiated with us and we may receive a fee, commission or other compensation from the Lender.

Spot Deliveries: If you have entered into a Spot Delivery Agreement-Limited Right to Cancel, the sale of the Vehicle is conditioned on final approval of financing by, or assignment of the Retail Installment Sale Contract to a lender. If final financing approval is not obtained and/or the Contract cannot be assigned, you or the Dealership may cancel the Contract in accordance with this Agreement, the Spot Delivery Agreement-Limited Right to Cancel, and the Retail Installment Sale Contract.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) 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 contenida en el contrato de venta.

GOVERNING LAW: THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO.

LIMIT ON DAMAGES: PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

Entire Agreement and Signing Other Documents: The front and back of this Agreement and any documents which are part of this transaction or incorporated herein comprise the entire Agreement affecting this transaction. No other Agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.