



Established 1926

3211 North Navarro
P.O. Box 2509
Victoria, Texas 77902
(361) 578-0181

MOTOR VEHICLE DEAL NO: 108562 **PURCHASE ORDER CUST NO: 44406**

SALESMAN **JEREMY ARNOLD** DATE **12/27/2018**
BUYER **EMILIO CHAVEZ ORTIZ JR.**
GLORIA HERNANDEZ ORTIZ RES. PHONE **(361) 575-8531**

CELL PHONE _____ EMAIL ADDRESS _____
ADDRESS **554 DAVIS LN** CITY **VICTORIA** STATE **TX** ZIP **779055705**

I hereby offer to purchase from you under the terms and conditions specified, the following: Delivery is to be made **DECEMBER 27th**, 20 **18**
or as soon thereafter as possible. It is agreed, however, that neither you nor the Manufacturer will be liable for failure to effect delivery.

DELIVERY OF SALE UNIT				VEHICLE SELLING PRICE		23500.00			
Stock No. 9135940P	<input type="checkbox"/> New <input checked="" type="checkbox"/> Used	Quantity	Year 2018	Make CHEVROLET	DEALER INSTALLED ASSY				
Cyl. 6	Serial No. 2G1125S34J9135940			Loyalty Advantage			299.00		
Body Style 4DR SDN PREMI	Color BLACK			AFAS THEFT			299.00		
Odometer Reading 31352	Series Make IMPALA						N/A		
USED CAR TRADE-IN								N/A	
Year	Make	Body Style	Model		SUBTOTAL			24098.00	
Serial No.					MANUFACTURER REBATE				
Cyl.	Odometer Reading			License No.		TOTAL TRADE IN ALLOWANCE			
Title Attached	<input type="checkbox"/> Yes <input type="checkbox"/> No	License Receipt Attached			<input type="checkbox"/> Yes <input type="checkbox"/> No		TAXABLE DIFFERENCE	24098.00	
PAYOFF					% SALES TAX			1506.13	
Balance Owed \$	Quoted By:			Expires		DOCUMENTARY FEE*		150.00	
To	LICENSE FEE							63.00	
Address	TITLE FEE							33.00	
City	State	Zip	TEMPORARY TAG					5.00	
IF PAID BY DRAFT			Draft Amount \$		INSPECTION FEE			14.50	
Bank or Lien Holder GM FINANCIAL			Attention of		DEALER'S INVENTORY TAX**			50.44	
Address PO BOX 182673					BALANCE OWED ON TRADE			N/A	
City ARLINGTON TX 76096					TOTAL			25920.07	
DISCLAIMER OF WARRANTIES					CASH DOWN PAYMENT			DEPOSIT	
The above described vehicle sold by Seller is sold as is, without either express or implied warranties of any kind by Seller, including warranties of merchantability or fitness, and buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a written warranty by, or service contract with Seller covering the described vehicle is delivered to Buyer in conjunction with or within 90 days following the time of sale, but such vehicle or any of its component parts may be subject to warranty by the manufacturer thereof.					CASH ON DELIVERY			2000.00	2000.00
					UNPAID BALANCE			23920.07	
					SERVICE CONTRACT			2626.00	
					GAP INSURANCE			795.00	
					CREDIT LIFE PREMIUM				
					DISABILITY PREMIUM				
					TOTAL UNPAID BALANCE OR AMOUNT FINANCED			27341.07	

***A DOCUMENTARY FEE IS NOT AN OFFICAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW. UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ÉSTE PODRÍA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACIÓN EN RELACIÓN CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.**

****The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and it is not required to be charged by the dealer to the consumer.**

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement.
THIS ORDER IS A NOT BINDING CONTRACT.

I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, and hereby acknowledge receipt of a copy of this order.

Buyer Signature *[Signature]* Date **12/27/2018**

Buyer Signature *[Signature]* Date **12/27/2018**

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

Seller Signature

Date **12/27/2018**

ADDITIONAL TERMS AND CONDITIONS

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS NOT EXPRESSLY WARRANTED OR GUARANTEED".

1. As used in this Order the terms (a) "Seller" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties of this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.

2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order.

3. If the used motor vehicle which has been traded in as part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine that allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance thereof or shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.

4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.

5. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change my Manufacturer, Dealer shall leave no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.

6. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

7. The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, due or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.

8. If a charge for Creditor Life Insurance is included in this Order the provisions on Creditor Life Insurance in any retail installment contract form subsequently executed between the parties hereto in conjunction with this Order shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Creditor Life Insurance specified herein, and the finance charge thereon, may be deducted from the Total Time Balance and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Order and any retail installment contract executed in conjunction therewith shall otherwise remain fully effective.

9. FACTORY WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED" AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES. EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

11. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.