



LEXUS OF EDISON

711 Route 1 South
Edison, NJ 08817
Telephone 732-579-5800

Retail Buyer's Order:

- ☐ CPO ☒ Pre-owned
☐ Retired Fleet

CLIENT <u>Makmal North America Co.</u>		DATE <u>7/14</u>	STOCK NO. <u>74010741</u>
ADDRESS <u>675 Cochran Dr. East Tower 6TH Maxham ON L3R0B8 Canada</u>		State <u>ON</u>	ZIP <u>M40 854</u>
RESIDENCE PHONE <u>416 834-9505</u>	BUSINESS PHONE <u>416 840 5849</u>	CELLULAR PHONE <u>416 854-1978</u>	
E-MAIL ADDRESS _____		SALES PERSON <u>DE G</u>	
PLEASE ENTER MY ORDER FOR ONE <u>2007 Toyota</u>		MODEL <u>Camry</u>	BODY TYPE <u>XLE</u>
COLOR <u>Blue</u>	INTERIOR TRIM COLOR <u>Ash</u>	MILES <u>113,955</u>	SERIAL NO. <u>4T1BE46K174010741</u>

TOTAL PRICE OF VEHICLE	<u>11,000.00</u>
Less Trade-in	
TOTAL TAXABLE AMOUNT	
N.J. Sales Tax	
N.J. M.V. Tire Fee _____ x \$1.50 =	
Estimated Registration Fee / Title Fee *	
Documentary Fee	
COMPUTER / MESSENGER FEE \$96.50	
CLERICAL FEE \$192.50	\$289.00
NET PAY-OFF ON TRADE-IN	
TOTAL	<u>11,289.00</u>
Deposit (Minimum Required 10%)	
BALANCE IN CASH, CERTIFIED CHECK, OR OTHER ACCEPTABLE FORM OF PAYMENT, DUE ON DELIVERY.	

The transaction above is conditioned upon tier 1 credit approval.

Purchaser's Initials: _____

IF USED VEHICLE SALE-CHECK APPROPRIATE BOX

☒ This vehicle is sold "as is" and the selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of the selling dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon the selling dealer's negligence, or otherwise), is expressly excluded and purchaser hereby assumes any such risks.

OR

☐ The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.

ALL USED VEHICLE SALES DEALER'S OBLIGATION

The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or return the full purchase price to the purchaser in the event a used vehicle sold and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the purchaser's own act. The undersigned, before entering into this contract to purchase, has been informed of dealer's obligation above and agrees to have the used vehicle inspected within 7 days from the date of delivery of such vehicle.

7/14/10 X
Date Purchaser's Signature
The undersigned, before entering into this contract to purchase, has read and understood the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval.

7/14/10 X
Date Purchaser's Signature

Purchaser agrees that this Order on the face and reverse side and any attachments to it includes all the terms and conditions of the sale. Purchaser further agrees that this Order cancels and supersedes any prior agreements and as of the date signed by Dealer or his authorized agent comprises the complete and exclusive statement of the terms of the agreement between Purchaser and Dealer. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of the Order. YOU HAVE THE RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC DOCUMENTARY AND PRE-DELIVERY SERVICE WHICH IS TO BE PERFORMED. THE AUTOMOTIVE DEALER MAY NOT CHARGE FOR PRE-DELIVERY SERVICES FOR WHICH THE AUTOMOTIVE DEALER IS REIMBURSED BY THE MANUFACTURER. I AM 18 YEARS OF AGE OR OLDER AND OF FULL LEGAL CAPACITY TO ENTER INTO THIS CONTRACT.

Accepted By: _____

Date X Dealer or His Authorized Representative

TRADE IN DESCRIPTION AND ALLOWANCE	
Year _____	Make _____ Model _____
Serial No. _____	Odometer Reading _____
Trade-In Value \$ _____	(as of <u>7/200</u>)
Less Balance Owed \$ _____	
Net Trade-In Allowance \$ _____	(If negative, Client is responsible for the amount owed) (Client Initials _____)
Balance Owed to: _____	
Address: _____	
Account No. _____	
Client certifies that 1) the frame on the trade-in vehicle has never sustained any damage or been repaired; 2) all airbags are of original equipment and have never been deployed; 3) the vehicle has never been in a flood; 4) the vehicle's emission control system has never been tampered or altered and 5) the odometer reading above is accurate as is the odometer reading stated on the separate federal odometer mileage statement.	
FOR THE CLIENT:	
By: _____	Signature
By: _____	Print Name (and Title/Position - If Applicable)
Date Signed: _____	

10. IMPORTANT - PLEASE READ! NOTICE TO ARBITRATE DISPUTES!!!! Any dispute or claim arising out of, relating to or in connection with the purchase or lease transaction between the Client and SOMERSET MOTOR PART, (SMP) (whether based on federal or state common law or statutory law, including, but not limited to, claims under the New Jersey Consumer Fraud Act, related administrative rules, New Jersey Lemon Law and truth in lending laws) is required to be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its "Supplementary Procedures for Consumer-Related Disputes." "Arbitration" is the referral of a dispute to one or more impartial persons (called an "Arbitrator") for a final and binding decision. Each party has the right (at his or her own expense) to be represented by a spokesperson of his or her own choosing during the arbitration process. Each party has the right to receive non-privileged relevant information from the other party subject to supervision by the Arbitrator. After a hearing is held (in person or by telephone) with the parties or written submissions are presented by the parties, the Arbitrator makes a written decision (called an "Award") which may order, except as noted below, such remedies as are authorized by law and that the Arbitrator considers just and appropriate under the circumstances of the arbitration proceeding. The Award is enforceable in court under state and federal statutes.

Forms to initiate arbitration can be obtained from AAA through correspondence directed to it at AAA - Customer Service Center, 335 Madison Avenue, Floor 10, New York, New York 10017-4805 or through the AAA Web site located at www.adr.org.

The Client's cost of arbitration will be as provided by AAA rules. SMP's reasonable good faith estimate of those costs are based upon AAA rules which provide (as of 12/03) that the following Arbitrator fees are to be paid for Consumer claims or counterclaims: not more than \$125 if the claim or counterclaim is \$10,000 or less; not more than \$375 if the claim or counterclaim is greater than \$10,000 but does not exceed \$75,000. All unused fees will be refunded. In addition, there may be Arbitrators who are willing to serve pro bono (without charging a fee) or at a reduced rate for a one day hearing in cases in which an individual might otherwise be financially unable to pursue his or her rights in arbitration. Inquiries should be made to AAA at the address and Web site noted above.

The arbitration hearing will take place in the State of New Jersey within 50 miles of SMP's business location unless AAA determines that, on balance, the locations of the parties, the locations of witnesses and documents, the location of sites or the place of materials, the relative costs to the parties, the place of performance of the contract, the laws applicable to the contract, the places of previous court actions, if any, the location of the most appropriate panel of arbitrators, or any other reasonable arguments that might affect the locale determination require that the arbitration hearing take place elsewhere.

This agreement to arbitrate disputes does not permit or authorize 1) class-wide relief or arbitration of class claims; 2) consolidation or joinder of parties; 3) punitive or other damages not measured by the prevailing party's actual damages except as may be authorized by law and the facts of the case; 4) injunctive relief, declaratory or other equitable relief except as may be authorized by law and the facts of the case. This agreement to arbitrate disputes does not permit or authorize the filing of a civil court action or a decision by a court or a jury except that the Client is not prohibited from seeking relief in a small claims court for disputes or claims within the scope of that court's jurisdiction (New Jersey - claims not greater than \$3,000), even in consumer arbitration cases filed by SMP.

READ, UNDERSTOOD AND AGREED:
FOR SOMERSET MOTOR PART, DBA
LEXUS OF EDISON

(By Its Authorized Agent):

FOR THE CLIENT:

By: _____
Signature

By: _____
Signature

By: _____
Print Name and Title/Position

By: _____
Print Name (and Title/Position If Applicable)

Date Signed: _____

Date Signed: 7/14/10

The usual charges and fees for Title and Registration payable to or collected on behalf of the Motor Vehicle Agency and necessary for the transfer of any interest in the Vehicle or for the use of the Vehicle are not known by, and are not available to SMP as of the date of this Order despite its reasonable efforts to obtain this information. These charges and fees will be provided to the Client when known by and available to SMP. At this time, SMP estimates, based on the best information reasonably available to it, that the charges are as follows: Title - \$ _____ Registration - \$ _____. If the actual charges are less than those disclosed in this Order, F/MCNJ will refund the excess to the Client. If the actual charges are more than those disclosed in this Order, the Client will pay SMP the amount still due, payable and owing.