

NEW/USED  
VEHICLE  
ORDER

DCH BRUNSWICK  
TOYOTA SCION

Deal #25107, Stock #BT11921AA

1504 US Route 1  
North Brunswick, NJ 08902  
Sales (800) 869-4987  
www.dchbrunswickscion.net

DCH AUTO GROUP

Customer MAKVAL NORTH AMERICA CO

Address 675 COCHRANE DR. E TOWER 6 FL., EXPANDED FROM SALE, ON L3R 0B

Date 08/15/2011

Home Phone (416) 840-5849 Cell Work

E-Mail dmitrii@makvalauto.com

Enter Order For

Sales Representative HOUSE DEAL

Stock Number BT11921AA Year 2002 Make LEXUS Model RX300

Body Type Color SILVER Miles 141,500 Transmission A VIN JTHF10U020262224

Interior Trim Color

IF A NEW VEHICLE SALE

TO BE DELIVERED ON OR ABOUT

Price of Unit 7615.00

Additional Equipment (optional)

SECURED ETCH (optional)

None

The only warranties applying to this vehicle are those offered by the manufacturer. Dealer sells/leases this vehicle "as is" and hereby disclaims all warranties, either expressed or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of 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 dealer's negligence or otherwise), is expressly excluded and customer hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by dealer.

IF A USED VEHICLE SALE - CHECK APPROPRIATE BOX

☐ This vehicle is sold "as is" and dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of 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 dealer's negligence, or otherwise) is expressly excluded and customer 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 customer in the event a used vehicle sold/leased 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 customer's own act. The undersigned, before entering into this contract, has been informed of dealer's obligation above and agrees to have the used vehicle inspected within 14 days from the issuance of the permanent registration for such vehicle.

Signature

Date

WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE)

The undersigned 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, unless the cause for the vehicle's rejection is an item which is "covered" by New Jersey's Used Car Lemon/Warranty Law (PL 1995 Chapter 373)

Signature

Date

TRADE-IN DESCRIPTION AND ALLOWANCE

Year Make Model Mileage  
Serial # None  
Trade-In Value None  
As of Date Less Balance Owed None  
Trade-In Allowance None  
Balance Owed to  
Address:  
Account #  
Info from: Good Thru:

Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are original equipment and have never been deployed. Also, the vehicle has never been in a flood or had the emission control system tampered with or altered. Customer certifies that the above mileage of the trade-in vehicle is accurate.

Signature

Date

\*Registration / Title Fees may be estimated. The Dealership will refund any overcharge to customers in the ordinary course of business.

\*\*These Documentary charges are established by the Dealership in amounts that cover costs and reflect the value of the benefit of the service. In some cases the charge includes some optional services that may be performed by the consumer.

"AGREEMENT TO ARBITRATE ANY CLAIMS AND TO WAIVE THE RIGHT TO CLASS ACTIONS, READ THE FOLLOWING PROVISION CAREFULLY. IT LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO BRING AN ACTION IN COURT, HAVE A JURY TRIAL, OR MAINTAIN A CLASS ACTION."

The parties to this agreement agree to arbitrate any claim, dispute or controversy, including all statutory claims and any state or federal claims that may arise out of or relating to the purchase or lease identified in this Motor Vehicle Retail Order and the financing thereof. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their dispute.

New Jersey Consumer Fraud Act, Used Car Lemon Law, and Truth-In-Lending claims are just three examples of the various types of claims subject to arbitration under this agreement. The parties also agree to waive any right to pursue any such claims including statutory, state or federal claims as a class action. There are no limitations on the type of Claims that must be arbitrated, except for New Car Lemon Law and Magnuson-Moss Warranty Act claims which are excluded from arbitration under this agreement. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association before a single arbitrator. The costs included in the arbitration process shall be shared as provided by the Association's rules. The arbitration shall take place in New Jersey at the address of the dealership listed on the Retail Order Form. The decision of the arbitrator shall be binding on the parties. Any further relief sought by either party will be subject to the decision of the arbitrator. THIS ARBITRATION PROVISION LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION AND HAVE A JURY TRIAL. PLEASE READ IT CAREFULLY PRIOR TO SIGNING.

Accepted by:

Dealer or Authorized Representative

Date

Customer

Date

Customer agrees that this order on the face and on the reverse side, and any attachments to it includes all the terms and conditions, if a sale. Customer further agrees this order cancels and supersedes any prior agreements, and as of the date signed by Dealer or authorized agent, comprises the complete and exclusive statement of the terms of the agreement between Customer and Dealer. If Customer, prior to delivery elects to lease the vehicle described above Customer and Dealer agree to execute a lease contract which shall contain full disclosure of all lease information. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Customer by execution of this order acknowledges that they have read the terms and conditions and have read the terms and conditions and have received a true copy of the order. YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC PRE-DELIVERY SERVICES FOR WHICH THE AUTOMOTIVE DEALER IS REIMBURSED BY THE MANUFACTURER. YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC DOCUMENTARY SERVICE WHICH IS TO BE PERFORMED. I am 18 years of age or older and of full legal capacity to enter into this contract.

Accepted by:

Dealer or Authorized Representative

Date

Customer

Date

THIS ORDER NOT SUBJECT TO CANCELLATION

IMPORTANT READ THE TERMS AND CONDITIONS ON THE BACK OF THE ORDER BEFORE SIGNING

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