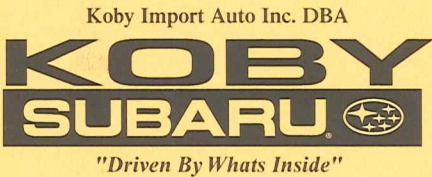


1431 East I-65 Service Road South
Mobile, AL 36606
Tel: 251-473-3203
Fax: 251-471-9987
DA # 02-00360-00



DATE 03/06/2021

PURCHASE ORDER/BILL OF SALE TERMS AND CONDITIONS

BUYER		DR LIC #	
MARK P MILLER		001002256	
CO-BUYER		DR LIC #	
ADDRESS	HOME PHONE #	BUS. PHONE #	CELL PHONE #
4500 SCARLET DR DR	2282189522		
CITY	STATE	ZIP	
GAUTIER	MS	39553	
hereby agrees to purchase from Koby Import Auto, Inc. hereinafter referred to as Seller, subject to all terms, and conditions and agreements contained herein, the following:			
YEAR	MAKE	MODEL	VIN
2018	SUBARU	CROSSBLEED LIMITED	1F26T0MC1H266971
STOCK #	COLOR	TYPE SALE	SALESMAN
311235	RED	<input type="checkbox"/> NEW <input type="checkbox"/> NEW DEMO <input type="checkbox"/> USED	MARY BARRAS

LIST PRICE	26091.00
DEALER INSTALLED ACCESSORIES	
TOTAL SALES PRICE	26091.00
TRADE IN 1	
TRADE IN 2	
CASH DIFFERENCE	26091.00
ADMINISTRATIVE FEE	699.00
SUB-TOTAL AMOUNT TAXABLE	26790.00
TAX (0.0000 %)	0.00
TAX (0.0000 %)	0.00
TAX (0.0000 %)	0.00
State of State Tax	1350.05
TITLE FEE	0.00
TAG	0.00
MECHANICAL PROTECTION	1598.00
AMOUNT OWING ON TRADE-IN 1	
AMOUNT OWING ON TRADE-IN 2	
TOTAL CASH BALANCE DUE	29747.05
CASH DOWN PAYMENTS	0.00
REBATE	0.00
TOTAL DOWN PAYMENTS (Cash & Rebate)	0.00
AMOUNT FINANCED (Balanced Due)	29747.05

LIENHOLDER JP MORGAN CHASE BANK, N.A.
ADDRESS P.O. BOX 901095 FORT WORTH, TX 76101-2095

REPRESENTATION AS TO AGE
Buyer warrants that he/she is over the age of nineteen.

PROPERTY INSURANCE
This contract does not provide liability, bodily injury or property damage insurance. If this vehicle is financed, Buyer must provide insurance against loss or damage to the vehicle, naming the financing agency as loss payee.

AFFIRMATION CONCERNING FINANCING APPROVAL
If the purchase of the vehicle is being financed, Buyer understands that the sale is contingent upon obtaining approval of the financing by the financing agency. In the event that the vehicle has been delivered to Buyer but financing approval is not obtained, Buyer agrees to immediately return the vehicle to the Dealer.

DISCLOSURE CONCERNING POTENTIAL PROFITS FROM SALE TRANSACTION
All aspects of this transaction, including but not necessarily limited to, the vehicle sale, financing, credit insurance and extended service contracts are a potential source of profit for Seller.

ADMINISTRATIVE FEE
This fee includes administrative and secretarial service, notary service courier services and fuel. This charge represents cost and/or profit to the seller/dealer for such items as preparation of documents related to the sale. This fee does not represent any payment toward the purchase price of the vehicle.

USED VEHICLE BILL OF SALE FOR TRADE IN
As part of the purchase price, the purchaser does hereby grant, bargain, sell and convey the above described automobile to Seller. Purchaser warrants title to and possession of said automobile to be in his name, and that same is free from encumbrances, and all debts, except the pay-off amount stated above. Purchaser further warrants his good right to sell and deliver the above described automobile.

I warrant that the said trade vehicle(s) ☐ HAS ☐ HAS NOT been wrecked, damaged, flooded, reconstructed, rebuilt and does not have a salvaged, reconstructed or branded title.

It is mutually agreed that no refund will be made to the customer where the transaction involves a car "in trade" or where a car is held on a cash deposit. Said cash deposit on car will be forfeited as liquidated damages if the above mentioned customer does not take possession of the before mentioned vehicle on the terms outlined above. All trades are subject to reappraisal. It is mutually agreed that in the event Koby Import Auto Inc. cannot deliver the above ordered vehicle within 90 days of date, this entire agreement is null and void and all liability on both the part of Koby Import Auto Inc. and the customer is terminated.

DESCRIPTION OF TRADE-INS					
TRADE IN 1	YEAR	MAKE	MODEL	TYPE	COLOR
	VIN.				MILEAGE
TRADE IN 2	YEAR	MAKE	MODEL	TYPE	COLOR
	VIN.				MILEAGE

TRADE-IN LIEN HOLDER

EXCLUSIVITY OF AGREEMENT
I warrant that the balance owed on my trade-in is correct as stated herein. If the actual amount is greater I will reimburse the difference to Koby Import Auto, Inc. I understand that if balance is less, Koby Import Auto, Inc. will refund the difference to me.

STATEMENT CONCERNING PRIOR USE
Dealer may have previously arranged for the sale of the vehicle but accepted a return of the vehicle Dealer makes no representation as to the specific prior use of the vehicle.

DISCLAIMER OF DAMAGES ON USED VEHICLES
The purchaser understands and agrees that this vehicle is being purchased "AS IS" and that most used vehicles have suffered some type of damage due to accident or collision prior to the dealer taking possession and control of this vehicle. With this understanding, the purchaser agrees that there are no representations or warranties that this vehicle has not been damaged and repaired and the purchaser takes the vehicle subject to any damage and repair. Purchaser is free to have the vehicle examined for any damages and/or operation capacity.

LIMITATION OF REMEDIES PROVISION FOR CONSEQUENTIAL DAMAGES
Purchaser shall not be entitled to recover from Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any other incidental damages.

STATEMENT CONCERNING OBLIGATION TO PROVIDE TRANSPORTATION
I understand Koby Import Auto, Inc. is not obligated to furnish transportation while my vehicle is being serviced.

ARBITRATION AGREEMENT
BUYER/LESSEE AND DEALER AGREE THAT ALL CLAIMS, DEMANDS, DISPUTES OR CONTROVERSIES OF EVERY KIND OR NATURE BETWEEN THEM ARISING FROM, CONCERNING OR RELATING TO ANY OF THE NEGOTIATIONS INVOLVED IN THE SALE, LEASE, OR FINANCING OF THE VEHICLE, THE TERMS AND PROVISIONS OF THE SALE, LEASE, OR FINANCING AGREEMENTS, THE ARRANGEMENTS FOR FINANCING, THE PURCHASE OF INSURANCE, EXTENDED WARRANTIES, SERVICE CONTRACTS OR OTHER PRODUCTS PURCHASED AS AN INCIDENT TO THE SALE, LEASE OR FINANCING OF THE VEHICLE, THE PERFORMANCE OR CONDITION OF THE VEHICLE, OR ANY OTHER ASPECTS OF THE VEHICLE AND ITS SALE, LEASE, OR FINANCING SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE PROCEDURE SET FORTH ON SEPARATE ARBITRATION AGREEMENT FORM.

DISCLAIMER OF WARRANTIES
☐ NEW VEHICLE:
ALL WARRANTIES ON THIS NEW VEHICLE ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE. THIS DISCLAIMER BY THE SELLER IN NO WAY AFFECTS THE TERMS OF THE MANUFACTURER'S WARRANTY. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

☐ USED VEHICLE:
In the event that the vehicle being purchased is a used vehicle, Purchaser hereby acknowledges that the above disclaimer will also apply to said used vehicle, Except as may be expressed completely in writing by the Seller on separate instrument delivered to the Purchaser. all used vehicles are sold "As Is - with no warranty". If you are purchasing a used vehicle (as defined in the Federal Trade Commission Used Car Rule, 16 Code of Federal Regulations Part 455), then the information you see on the window form displayed on the vehicle being purchased is part of this Agreement. Information on the Federal Trade Commission required window sticker of the vehicle overrides any contrary provisions in this Agreement. If the window sticker does not disclose warranty, the vehicle is sold as is with no warranty. Purchaser hereby acknowledges that Seller has made available to him and Purchaser has read any limited warranty delivered to him by separate instrument and that said limited warranty constitutes all of the warranties with respect to the sale of this used vehicle and that any implied warranty that may not be waived by law is limited to the duration of said limited warranty. Purchaser understands that any new or remaining Manufacturer's warranties on used vehicles are not the responsibility of Seller.

STATEMENT CONCERNING WARRANTIES ON DEALER-INSTALLED EQUIPMENT
This vehicle may contain Dealer-Installed equipment which was not produced by the manufacturer of the vehicle. Any warranties issued in connection with such equipment are those of the manufacturer of the equipment and not the Dealer or manufacturer of the vehicle.

Purchaser hereby acknowledges that he has read and understands the above and that Seller has made available to him prior to the purchase the factory warranty which Purchaser understands constitutes all of the warranties with respect to the sale of this new vehicle.

EXCLUSIVITY OF AGREEMENT
Purchaser agrees that this Order includes all of the terms and conditions, that this Order cancels and supersedes any prior agreement and as of the date hereof comprise the complete and exclusive statement of the terms of the agreement relating to the subject matters covered herein and that 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 this Order.

- CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT. -

Signature _____ (Date) 03/06/2021

This is to certify that this is a true and correct BILL OF SALE