

SAMES LAREDO CHEVROLET INC
3701 EAST SAUNDERS STREET
LAREDO TX 78041
956-727-1192

RETAIL PURCHASE AGREEMENT

CUST#: 1150594

Deal Number: 402110

Purchaser's Name(s): WALLER COUNTY

Date: 08/05/2024

Address(es): 425 FM 1488 HEMPHSTEAD TX 77445

County: N/A

Telephone (1): 979-826-7740

Telephone (2): N/A

Email (1): NONE@NONE.COM

Email (2): N/A

The Odometer Reading for the Vehicle You are purchasing is accurate unless indicated otherwise. Please refer to the Odometer Mileage Statement for full disclosure.

YEAR	MAKE	MODEL	COLOR	STOCKNO.
2024	CHEVROLET	SILVERADO 2500	WHITE GAZ	LRC4406321
VIN	("Vehicle")		ODOMETER READING	SALESPERSON
1GB4YLE7XRF406321			☐ Not Accurate 10	DAVID LOWRY
THE VEHICLE IS:	PRIOR USE DISCLOSURE:			
☒ NEW ☐ USED	☐ DEMONSTRATOR ☐ PREVIOUSLY LEASED ☐ EXECUTIVE VEHICLE ☐ RENTAL ☐ OTHER			
WARRANTY STATEMENT			CASH PRICE OF VEHICLE	50476.25
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. All warranties, if any, 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 related goods and services. 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. <u>Traducción española:</u> 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 contrario contenida en el contrato de venta. ☐ Used Vehicle Limited Warranty Applies: We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.			N/A	N/A
			N/A	N/A
			N/A	N/A
			N/A	N/A
			N/A	N/A
			N/A	N/A
			N/A	N/A
			N/A	N/A
			N/A	N/A
			N/A	N/A
TRADE VEHICLE INFORMATION			N/A	N/A
Lienholder Name:			N/A	N/A
Lienholder Address:			N/A	N/A
Year:	Make:	Model:	Color:	
N/A	N/A	N/A	N/A	N/A
VIN:	("Trade Vehicle 1")		Odometer Reading:	
N/A			☐ Not Accurate N/A	N/A
Trade Allowance:	Balance Owed & Lienholder:		N/A	N/A
N/A	N/A		N/A	N/A
Lienholder Name:			N/A	N/A
Lienholder Address:			N/A	N/A
Year:	Make:	Model:	Color:	
N/A	N/A	N/A	N/A	N/A
VIN:	("Trade Vehicle 2")		Odometer Reading:	
N/A			☐ Not Accurate N/A	N/A
Trade Allowance:	Balance Owed & Lienholder:		N/A	N/A
N/A	N/A		N/A	N/A
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS			N/A	N/A
☐ PLEASE SEE THE DELIVERY CONFIRMATION			N/A	N/A
☐ PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT			N/A	N/A
			N/A	N/A
			N/A	N/A
			STATE INSPECTION	23.75
			N/A	N/A
			N/A	N/A
Prospective Lienholder: CASH			N/A	N/A
Dealer's Inventory Tax: 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 is not required to be charged by the Dealer to the consumer.			N/A	N/A
			N/A	N/A
			N/A	N/A
			N/A	N/A
			DEPOSIT/DOWN PAYMENT	N/A
*Documentary Fee: A documentary fee is not an official 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. <u>Traducción española: Vea Párrafo 13.</u>			N/A	N/A
			N/A	N/A
			LESS CASH DUE AT DELIVERY	N/A
			AMOUNT TO BE FINANCED	50500.00

IMPORTANT TERMS AND CONDITIONS FOLLOW

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DealerCAP

CATALOG #0605171

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1. **Terms Used In This Agreement:** This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:
 - **Agreement** - Means all of the pages of this Retail Purchase Agreement 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 in this Agreement.
 - **We, Us, Our** - Means the Dealership that is identified in 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 in this Agreement.
 - **Trade Vehicle(s)** - Means the vehicle(s) You are delivering to Us as part of this transaction as identified in this Agreement.
2. **Our Right to Increase the Price:** We may increase the price of the Vehicle after We accept this Agreement if the Trade Vehicle(s) 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/down payment, provided that the cancellation occurs prior to You taking delivery of the purchased Vehicle.
3. **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.
4. **Your Representations and Warranties:** You represent, warrant and affirm to Us that (a) You are not purchasing a new Vehicle for resale or export within the period beginning on the date the Vehicle title is issued to You and ending on the date one (1) year thereafter. You confirm that We are relying on this representation and agree that We would not sell the Vehicle to You without this representation. If We are required by the Manufacturer to forfeit or repay any manufacturer incentives, allowance and/or special pricing, or if We suffer any loss or harm as a result of Your breach of this provision, You agree to indemnify and hold Us harmless from any such cost, loss or harm suffered as a result of or arising because of Your breach; (b) the deposit/down payment and any amounts due to Us have been paid in full, any check given to Us will be honored by Your Bank, and that no part of the deposit/down payment has been loaned to You by Us or any third-party; (c) all statements made by You in this Agreement and any other documents completed in connection with this transaction are true and correct; and (d) You are who You have represented Yourself to be and You have purchased the Vehicle for Your own use and not on behalf of another person, unless You have disclosed otherwise to Us.
5. **Your Representations Regarding the Trade Vehicle(s):** Any Trade Vehicle(s) 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 Vehicle(s) in accordance with applicable state law. You warrant that the Trade Vehicle(s) delivered to Us is properly titled to You, has never been titled as or declared a total loss, salvage, junk, reconstructed, rebuilt, flood, lemon buyback vehicle, or any other title brand; that You have the right to sell or otherwise convey the Trade Vehicle(s); that such Trade Vehicle(s) is free and clear of liens or encumbrances, except as may be noted in this Agreement; that all emission control equipment is on the Trade Vehicle(s) and appears properly connected and undamaged; that You have accurately disclosed any information known to You regarding prior use of the vehicle, prior damage, paint work, modifications and any mechanical defects; and, unless You have told Us otherwise, that You have not removed equipment from the Trade Vehicle(s) subsequent to Our appraisal, that the odometer reading shown is accurate, and all airbags in the vehicle are original equipment and have never been deployed or disconnected.
6. **Trade Vehicle(s) Payoff:** If You are delivering a Trade Vehicle(s) in connection with this transaction and the actual amount of the Balance Owed on the Trade Vehicle(s) 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.
7. **Our Appraisal of Your Trade Vehicle(s):** If You are delivering a Trade Vehicle(s) 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 Vehicle(s) at the time of delivery. The reappraised amount shall be the amount allowed for the Trade Vehicle(s) in this transaction. If You are dissatisfied with the reappraisal, You may cancel this Agreement with full refund of any deposit/down payment, provided that the cancellation occurs prior to You taking delivery of the purchased Vehicle.
8. **Remedies Upon Cancellation:** You agree that We are not liable for any damages resulting from Our failure to deliver the Vehicle 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/down payment) if the Vehicle is not delivered to You on the date specified or pursuant to Paragraphs 2 or 7. If You have delivered a Trade Vehicle(s) to Us, the Trade Vehicle(s) will be returned to You. You shall be responsible for paying to Us the Balance Owed on the Trade Vehicle(s) 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/down payment and any Trade 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/down payment, You agree to pay the difference to Us. If the actual amount You owe is less than the amount of the deposit/down payment, We will pay the difference to You. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of Your use, possession and control of the Vehicle.
9. **Purchaser's Default and Dealership's Remedies:** In the event You have agreed to pay the Amount to be Financed in cash or financing is being obtained by You through a credit source of Your choice and We do not receive the Amount to be Financed from You at the time of delivery of the Vehicle or on the date promised in this Agreement, You fail to perform any of Your other obligations under this Agreement, or You breach any representation or warranty made by You to Us, We shall be permitted, at Our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together, including: (a) cancel this Retail Purchase Agreement; (b) repossess the Vehicle without notice (if permitted by law); (c) rescind the sales transaction; (d) seek collection for amounts due; (e) retain any cash down payment made by You; and/or (f) in the event that You have delivered a Trade Vehicle(s) as part of the consideration for Your purchase of the Vehicle from Us, to sell such Trade Vehicle(s) and reimburse the Dealership out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade Vehicle(s) for sale and any actual damages suffered by Us as a result of Your default. Regardless of whether We return the Trade Vehicle(s) or have already sold it, You shall be responsible for paying to Us the Balance Owed on the Trade Vehicle(s) if We have paid the Balance Owed to the Lienholder and for any reasonable expenses incurred by Us in connection with preparing or reconditioning the Trade Vehicle(s) for sale. Any remedies in this Paragraph 9 shall be in addition to, and not in lieu of, any other remedies available under the Retail Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount You owe to Us is greater than the amount of the down payment and/or proceeds from the sale of Your Trade Vehicle(s), You agree to pay the difference to Us upon demand and if the actual amount You owe is less, then We will pay the difference to You.
10. **Security Agreement:** Purchaser hereby grants the Dealership, its successors and assigns, a security interest in the Vehicle, equipment and accessories to be purchased pursuant to this Agreement, and such security interest shall remain in effect until all sums due hereunder have been paid in full.
11. **Other Products and Services:** 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 Amount to be Financed under this Agreement with a particular finance 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 entity to which any Retail Installment Sale Contract related to this transaction is assigned ("Finance Source").
12. **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 Finance Source. We do not make any representations or warranties regarding whether You obtained the best rate or could have obtained a better rate from Us or a third-party.
13. **Documentary Fee:** A documentary fee is not an official 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. SPANISH TRANSLATION: Un honorario de documentación no es un honorario oficial. Un honorario de documentación no es requerido por la ley, pero puede ser cargada al comprador como gastos de manejo de documentos relacionados con una venta. Un honorario de documentación no puede exceder una cantidad razonable acordada por las partes. Esta notificación es requerida por la ley.
14. **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 TEXAS.
15. **LIMIT ON DAMAGES:** TO THE EXTENT PERMITTED BY TEXAS LAW, PURCHASER EXPRESSLY WAIVES AND 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.
16. **CONDITIONAL DELIVERY AGREEMENT:** You may secure financing for this transaction through Us or a financial institution of Your choice. If You have elected to secure financing through Us, the provisions of the Conditional Delivery Agreement will apply. We may cancel this Agreement if: (a) You provide false or incomplete information regarding Your creditworthiness; (b) Your credit application is not approved by a financing source; or (c) Your purchase is subject to the Conditional Delivery Agreement and the Retail Installment Sale Contract is not accepted or approved by a financing source on terms acceptable to Us.