Motor Vehicle Binding Order Agreement

Terms & Conditions

Documentation. Your Motor Vehicle Binding Order Agreement (the "Agreement") is made up of the following documents:

1. **Vehicle Configuration:** The Vehicle Configuration describes the vehicle that you configured and ordered or are hiring us to acquire from in dealer inventory.
2. **Final Price Sheet:** The Final Price Sheet will be provided to you within 24 hours It will include final pricing based on your final Vehicle Configuration and will include taxes and official or governmental fees.
3. **Terms & Conditions:** These Terms & Conditions are effective as of the date you place your order and make your Order Fee (the "Order Date").

Agreement to Purchase. You agree to purchase or lease the vehicle (the "Vehicle") described in your Vehicle Configuration from DSR Leasing or its affiliate ("we," "us" or "our"), pursuant to the terms and conditions of this binding Agreement. Your Vehicle is priced and configured based on features and options available at the time of order and you can confirm availability with a Team DSR representative.

Purchase Price, Taxes and Official Fees. The purchase price of the Vehicle is indicated in your Vehicle Configuration. This purchase price does not include taxes and official or government fees, which could amount to up to 10% or more of the Vehicle purchase price. Because these taxes and fees are constantly changing and will depend on many factors, such as where you register the Vehicle, they will be calculated closer to the time of delivery and indicated on your Final Price Sheet. You are responsible for paying these additional taxes and fees. If Team DSR is registering your Vehicle, this will be due when you pay the complete lease or finance contracts. If you are registering your Vehicle in a self-registration state, the sales tax and state-applicable registration fees may be due at time of registration. Any Sales Incentive listed on the Vehicle Configuration is specific to the Vehicle ordered and is subject to change or removal if you change your configuration or you do not take delivery of the Vehicle while the relevant promotion remains active. If you present a check for any payment, we may process the payment as a normal check transaction, or we may use information from your check to make a one-time electronic fund transfer from your account, in which case your bank account will reflect this transaction as an Electronic Fund Transfer.

Order Process; Cancellation; Changes. After you submit your completed order, we will begin the process of preparing and coordinating your Vehicle delivery. At this point, you agree that any paid Order Fee, Order Deposit and Transportation fee have been earned and are not refundable. If you cancel your order or breach this Agreement and we cancel your order prior to delivery of the Vehicle, you agree that we may retain as liquidated damages the Order Fee, Order Deposit and Transportation Fee, to the extent not otherwise prohibited by law. You acknowledge that the Order Fee, Order Deposit, Service Fee, Hold Deposit and Transportation Fee are a fair and reasonable estimate of the actual damages we have incurred or may incur in transporting, re-marketing, and reselling the Vehicle, costs which are otherwise impracticable or extremely difficult to determine. If you make changes to your order or you may be subject to potential price increases for any pricing adjustments made since your original Order Date, as well as changes to your estimated delivery timing. Any changes made by you to your Vehicle Configuration, including changes to the delivery location or estimated delivery date, will be reflected in a subsequent Vehicle Configuration that will form part of this Agreement. The Order Fee, Order Deposit, Service Fee, Hold Deposit and Transportation Fee and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.

Vehicle Origination. If you wish to obtain an in stock vehicle from a state outside of where you are registering, you agree that the final sale or lease is transacted in the selling dealerships state as listed in Lease or Retail sales contract. In such a case, the risk of delayed vehicle title & licensing to you by the selling dealer is increased. You are agreeing it is your preferred choice that delayed registration does not out weigh the benefit of obtaining this specific model or outweigh the value or savings obtained vs local higher prices or the lease start date occurring before vehicle arrives via transport carrier. You agree to make yourself available for a visit to a local tag office or local sheriff or police station to complete a VIN verification if required by your state and make yourself available for any notary or title service the dealer may hire to process your registration and perfect title for lender or lessor.

Vehicle Delivery. Scheduling to be confirmed within 24 to 48 hours ready for pickup or home delivery delivery. You agree to schedule and take delivery of your Vehicle within three (3) days of this date or, if earlier, the last day of the then current calendar quarter. If you do not respond to our notification or are unable to take delivery within the specified period, your Vehicle may be made available for sale to other customers. For new vehicles, if you do not take delivery within seven (7) days of our first attempt to notify you, DSR Leasing or its affiliate may cancel your order and keep your Deposit or Service Fee

Vehicles originating from outside of your region or state will require you to agree that this is a shipment contract under which DSR Leasing will coordinate the shipping of the Vehicle to you via a third-party common carrier or other mode of transport. Upon the transfer of your Vehicle to carrier, you agree it must be insured under your existing policy or must purchase a policy insuring vehicle before transport picks it up. Lessor or lender must by listed as the beneficiary of any claims for damage to the Vehicle or losses occurring while the Vehicle is in transit. To secure final payment and performance under the terms of this Agreement, lessor will retain a security interest in the Vehicle and all proceeds therefrom until your obligations have been fulfilled.

Privacy Policy; Payment Terms for Services; DSR Leasing's Customer Privacy Policy; Payment Terms for Services are incorporated into this Agreement and can be viewed at www.dsrleasing.com/privacy-policy

Warranty. You will receive access to the Manufacture's New Vehicle Limited Warranty, as applicable, at or prior to the time of Vehicle delivery or pickup. The warranty version applicable to your Vehicle is that which was in effect when the Vehicle was first delivered or picked up from DSR partner store.

Limitation of Liability. We are not liable for any incidental, special or consequential damages arising out of this Agreement. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of any deposit or service fees.

Governing Law. The parties hereby agree that this agreement was entered into the County of San Bernardino, State of California and that all services and obligations to be rendered by either party are to be provided in said County. This agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the rules of conflicts of the laws thereof. All parties hereby submit themselves to the personal jurisdiction of the State and Federal courts located in the State of California and further agree that the proper venue for any action arising from, related to or in connection with this Agreement shall be in the County of San Bernardino, California, USA.