



MOTOR VEHICLE PURCHASE CONTRACT

120 DRAPER AVE
N ATTLEBOROUGH, MA 02760

In this Motor Vehicle Purchase Contract ("Contract"), the words "you" and "your" means anyone signing this Contract as a Buyer or Co-Buyer. The words "CarMax," "we," "us," and "our" means the Seller, CarMax Auto Superstores, Inc.

Buyer SEAN E KANE

Name Address Zip Code
Co-Buyer N/A N/A N/A

Name Address Zip Code

You are purchasing the following used vehicle (the "Vehicle"):

Year: 2012 Make: JEEP
Model: GRAND CHEROKEE Body Style: 4D SPORT UTILITY
Stock No.: 12815801 Mileage: 1220
VIN: 1C4RJFAG2CC341888

NO LIABILITY INSURANCE INCLUDED

Liability insurance is not included in this Contract. You attest that you currently maintain or have arranged for at least the minimum motor vehicle liability insurance required by state law with the insurance company identified by you below:

Insurance Co. Policy No. Eff. Date 11/30/2015
Agent Name Phone Address
City/State/Zip

A Trade-In Credit is being credited for the following vehicles ("Trade-In"):

Year: N/A Make: N/A Body Style: N/A
Model: N/A Mileage: N/A
Year: N/A Make: N/A Body Style: N/A
Model: N/A Mileage: N/A
VIN: N/A

Warranty Information: This vehicle carries an express warranty. You may obtain a written copy of such warranty from the dealer upon request.

Limited 90-Day Warranty: The Vehicle is covered by CarMax's Limited 90-Day Warranty ("Limited Warranty"). The CarMax Limited Warranty Brochure, by this reference, is made part of this Contract. Please read it in its entirety because it contains the details of the Limited Warranty.

Limitation of Warranties: CARMAX MAKES NO EXPRESS WARRANTIES OTHER THAN THE EXPRESS WARRANTY CONTAINED HEREIN AND THE LIMITED WARRANTY IN THE CARMAX LIMITED WARRANTY BROCHURE. TO THE EXTENT PERMITTED BY LAW, ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, APPLICABLE TO THE VEHICLE AND PRODUCTS SOLD HEREUNDER ARE LIMITED TO THE DURATION OF THE LIMITED WARRANTY GIVEN BY CARMAX, IF ANY. To the extent permitted by law, CarMax shall not be liable for any damages relating to the loss of use of the Vehicle or products, loss of time, inconvenience or commercial loss, or any other incidental or consequential damages. Any and all warranties are extended only to the original purchaser(s). SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

RECALLS: CARMAX URGES BUYER TO MAKE INQUIRY PRIOR TO PURCHASE TO THE MANUFACTURER REGARDING PENDING SAFETY RECALLS AND TO HAVE ANY RECALL WORK DONE IMMEDIATELY FOLLOWING PURCHASE. CARMAX ASSUMES NO RESPONSIBILITY TO INVESTIGATE, DISCLOSE OR IMPLEMENT RECALLS.

You acknowledge that you have reviewed a vehicle history report for the Vehicle. You also acknowledge that the Vehicle has the following prior uses, as reasonably known at the time of delivery, as: N/A

This Contract is not binding upon either the dealer or the purchaser until the following conditions are met:

- (1) The Contract is signed by an authorized representative of the dealer.
(2) Other: N/A

PURCHASER MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND AT ANY TIME UNTIL S/HE RECEIVES A COPY OF THIS CONTRACT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE. PURCHASER MUST GIVE WRITTEN NOTICE OF CANCELLATION TO THE DEALER.

By executing this Contract, Buyer (and Co-Buyer, if applicable) acknowledges reading the entire Contract (three pages), including the Arbitration Provision. Buyer (and Co-Buyer, if applicable) agrees to be bound by all of this Contract's terms and conditions. Buyer (and Co-Buyer, if applicable) certifies to being 18 years of age or older and to receiving a fully completed copy of this Contract.

BUYER SIGNATURE DATE 11/30/2015

CA MAX AUT ORIZE REP. NAME

Order Number: 123440
MA BO Revision Date 10/14



CO-BUYER SIGNATURE DATE

CARMAX AUTHORIZED REP. SIGNATURE DATE 11/30/2015

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Legal CAA

ITEMIZATION OF PURCHASE

Table with 2 columns: Description and Amount. Rows include Base Price of Vehicle (\$27,998.00), Accessories (\$0.00), Additional Charges (Total \$1,887.69), Total Contract Price (\$29,885.69), Trade-In Allowance (Total \$0.00), Payments Made Toward Purchase (Total \$29,885.69), and Net Balance Due from the Buyer (\$0.00).

Cash X Financed N/A Finance Co. N/A

ATTENTION PURCHASER: All vehicles are WARRANTED as a matter of state law. They must be fit to be driven safely on the roads and must remain in good running condition for a reasonable period of time. If you have significant problems with this vehicle or if it will not pass a Massachusetts inspection, you should notify the dealer immediately. He may be required to fix the car or refund your money. THIS WARRANTY IS IN ADDITION TO ANY OTHER WARRANTY GIVEN BY THE DEALER.

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5-DAY RETURN POLICY: You may return the Vehicle to CarMax for a refund within five (5) days assuming the condition of the Vehicle does not change. If you return the Vehicle, CarMax will refund any money paid to CarMax as reflected on this Contract, but will not refund any costs or charges not reflected in this Contract, including, but not limited to, finance company charges.

ODOMETER: Unless otherwise indicated, the odometer mileage listed on the Odometer Disclosure Statement on the title (or separate Odometer Disclosure Statement) to the Vehicle is based on the best knowledge and belief of CarMax. You agree that CarMax shall have no liability to you under the Contract or otherwise if the odometer is determined to be inaccurate for reasons beyond the control of CarMax and without CarMax's actual knowledge. This paragraph does not limit the applicability of CarMax's Clean Title Guarantee, which is included as part of this Contract, or any remedies afforded you thereunder.

PAYMENTS MADE TOWARD PURCHASE OF THE VEHICLE: If you do not meet your contract obligations, you may lose the Vehicle you purchased from us. If any payment made by you toward the purchase of the Vehicle (for example, the down payment or a voucher or a CarMax draft) is returned or voided, you agree that you will pay CarMax the amount of that payment within 24 hours of receiving notice. Notice may be written or oral. Payments must be in cash or certified funds. You will be required to pay the amount of the returned check, voided voucher, and/or voided draft plus the maximum NSF fee (if applicable). Alternatively, CarMax may, at its sole discretion, permit you to return the vehicle within 24 hours of giving you written or oral notice. In either event, if return or payment does not occur within 24 hours of written or oral notice to you, you agree that CarMax may choose to exercise one of two options: (1) CarMax may hold you immediately liable for the full unpaid amount or (2) CarMax may cancel this Contract, immediately retake possession of the Vehicle, and collect from you any and all reasonable costs and expenses incurred by CarMax in retaking the Vehicle. Upon return or retaking the Vehicle, you agree to pay for any damage to the Vehicle that occurred while it was in your possession or control. You also agree to pay a use fee of \$0.20 per mile based on the difference between the mileage on the Vehicle as stated on the first page of this Contract and the mileage shown on the Vehicle at the time of return or retaking.

AUTHORIZATION TO COPY DRIVER'S LICENSE: You consent to CarMax making and retaining a copy of your driver's license by photocopier, electronic scanner, or otherwise.

CARMAX LOGOS AND INSIGNIAS: By signing this Contract, you consent to CarMax's placement of a CarMax insignia, logo, license plate frame, and/or plate on the Vehicle. If you do not consent, please inform a CarMax representative and any and all insignias, logos, license plate frames, and/or plates will be removed and the Vehicle will be restored to its original appearance at no cost to you.

COMMUNICATIONS: You agree that we may monitor and record telephone calls between you and CarMax. You expressly consent that we may contact you (by calls, emails, text messages, or other electronic messages) by any means, including but not limited to the use of prerecorded/artificial voice messages or automatic telephone dialing devices. Your express consent applies to any email addresses or telephone numbers we obtain or you provide in any manner and at any time, including email addresses, residential or cellular telephone numbers for which you may incur voice, data, or other charges.

USED CAR BUYERS GUIDE. 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.

SPANISH TRANSLATION: 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.

ARBITRATION PROVISION: This Arbitration Provision describes when and how a Claim (defined below) shall be arbitrated. Arbitration is a way of resolving disputes before one or more neutral persons, instead of having a trial in court before a judge and/or jury. By signing this Contract, you and we agree to be bound by the terms of this Arbitration Provision.

For purposes of this Arbitration Provision, references to "we," "us" and "our" mean the Seller, including its respective subsidiaries, affiliates, agents, employees and officers, or anyone to whom the Seller transfers its rights under the Contract.

IF YOU OR WE CHOOSE ARBITRATION, THEN ARBITRATION SHALL BE MANDATORY, AND:

- ANY CLAIM WILL BE DECIDED BY ARBITRATION AND NOT IN COURT OR BY A JURY TRIAL.
- DISCOVERY AND RIGHTS TO APPEAL ARE LIMITED BY THE ARBITRATION RULES OF THE ARBITRATION ADMINISTRATOR.
- YOU GIVE UP YOUR RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF A CLASS IN A CLASS ACTION ("CLASS ACTION WAIVER").
- OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

a. What Claims are Covered. A "Claim" is any claim, dispute or controversy between you and us that in any way arises from or relates to this sale and/or this Contract or the Vehicle and related goods and services that are the subject of the purchase and this Contract or the collection or servicing of this Contract, including but not limited to:

- Initial claims, counterclaims, cross-claims and third-party claims;
- Disputes based on contract, tort, consumer rights, fraud and other intentional torts (at law or in equity, including any claim for injunctive or declaratory relief);
- Disputes based on constitutional grounds or on laws, regulations, ordinances or similar provisions; and
- Disputes about the validity, enforceability, arbitrability or scope of this Arbitration Provision or this Contract, subject to paragraph (f) of this Arbitration Provision.

b. Commencing Arbitration. Either you or we may require any Claim to be arbitrated by first sending to the other party, by certified mail, a written notice of dispute ("Notice"). This Notice shall (1) describe the nature and basis of the Claim and (2) set forth the specific relief sought. If we do not reach an agreement to resolve the Claim within 30 days after the Notice is received, you or we may commence an arbitration proceeding.

Arbitration of a Claim must comply with this Arbitration Provision and the applicable rules and procedures of the arbitration Administrator. Arbitration is not mandatory for an individual Claim that you or we may choose to bring in small claims court or the state's equivalent court, if any. If that Claim is transferred, removed or appealed to a different court, you or we then may choose arbitration.

c. Choosing the Administrator. If you initiate the arbitration proceeding, you may choose either of the following arbitration Administrators: (1) American Arbitration Association, 120 Broadway, New York, NY 10271, www.adr.org, (800) 778-7879 or (2) JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, (800) 352-5267. The Administrator you choose will have rules that apply to the proceeding. Important information regarding the arbitration process and more complete information regarding arbitration procedures may be found at either Administrator's website. If the Administrator you choose is unable or unwilling or ceases to serve as

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the Administrator, you or we may choose the other Administrator. If both Administrators are unable or unwilling or cease to serve as the Administrator, you or we may choose another Administrator, subject to the other's approval. In all cases, any arbitrator must be a lawyer or a retired judge with at least 10 years of legal experience. If we initiate the arbitration proceeding, we will give you 20 days to choose the Administrator. If you do not choose the Administrator within that time, we will choose one for you. No matter which Administrator is chosen, you shall have the right to be represented by an attorney of your own choosing, subject to any limitations in the Administrator's rules.

d. Choosing the Location. Any arbitration hearing that you attend must take place at a location reasonably convenient to your residence.

e. Paying for Arbitration. Each Administrator charges fees to administer an arbitration proceeding. This may include fees not charged by a court. When you choose an Administrator, you should carefully review the fees charged by the Administrator. The fees and costs of any arbitration, including any initial filing fees, shall be paid in accordance with the rules and procedures of the Administrator. Each party must pay the expense of that party's attorneys, experts, and witnesses, regardless of which party prevails in the arbitration, unless applicable law or the Administrator's rules, procedures or standards provide otherwise.

f. Class Action Waiver. You give up your right to participate in a class action. This means that you may not be a representative or member of any class of claimants or act as a private attorney general in court or in arbitration with respect to any Claim. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's Claim or Claims. Notwithstanding any other part of this Arbitration Provision, the validity and effect of the Class Action Waiver must be determined only by a court and not by an arbitrator. If a court limits or voids the Class Action Waiver, then this entire Arbitration Provision (except for this paragraph) will be null and void.

g. Right to Discovery. The parties shall have the right to discovery of non-privileged information and documents relevant to the Claim, subject to the rules and procedures of the Administrator.

h. Arbitration Result and Right of Appeal. Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. In response to a timely request from either party, the arbitrator must provide a brief written explanation of the basis for any award. The arbitrator's decision is final and binding, except for any right of appeal provided by the Federal Arbitration Act. Any party can appeal the award to a three-arbitrator panel administered by the Administrator, which must reconsider any aspect of the initial award requested by the appealing party. Reference in this Arbitration Provision to the "arbitrator" means the panel of arbitrators if an appeal of the arbitrator's decision has been taken. Subject to applicable law, costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal, unless applicable law or the Administrator's rules provide otherwise. However, we will consider any good faith, reasonable request for us to pay all or any part of those fees if you are the appealing party.

i. Governing Law. This Arbitration Provision is governed by the Federal Arbitration Act and not by any state arbitration law. The arbitrator must apply applicable statutes of limitations and claims of privilege recognized at law, and applicable substantive law consistent with the Federal Arbitration Act. The arbitrator is authorized to award all individual remedies permitted by the substantive law that would apply if the action were pending in court.

j. Rules of Interpretation. This Arbitration Provision survives the repayment of all amounts owed to us, the transfer of the Contract, and any bankruptcy by you, to the extent not inconsistent with applicable bankruptcy law. Except as provided in paragraph (f), if any part of this Arbitration Provision is determined to be invalid or unenforceable, this Arbitration Provision and the Contract will remain enforceable. In the event of a conflict or inconsistency between this Arbitration Provision and the applicable arbitration rules or the other provisions of this Contract or any other contract between you and us, this Arbitration Provision will govern. However, in the event that you finance this purchase with or through us, the Arbitration Provision in your Retail Installment Contract is controlling and supersedes the terms of this Arbitration Provision.

ENTIRE AGREEMENT: This Contract along with any Vehicle Purchase Agreement and/or Retail Installment Contract contains the entire agreement between you and CarMax relating to this Contract. Any other change to this Contract must be in a writing signed by CarMax. No oral modifications to this Contract are binding. Prior written or oral statements, negotiations, communications, or representations about the Vehicle or other products you purchased with this Contract are merged into or superseded by this Contract. Prior written or oral statements, negotiations, communications, or representations about the Vehicle or other products you purchased with this Contract are not binding, unless they are included in this Contract. You acknowledge that CarMax, including its officers, employees, and agents acting on its behalf, has made no promises or representations concerning this Contract other than those that are written in this Contract.

APPLICABLE LAW: The Federal Arbitration Act governs the Arbitration Provision of this Contract. Federal law and the law of the Commonwealth of Massachusetts apply to the rest of this Contract. Except as provided in the Arbitration Provision, if any provision of this Contract is held invalid, such invalidity shall not invalidate the entire contract.

CarMax Store #: 7262

END OF CONTRACT

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