

Vehicle Offer and Sale Agreement

FOR A NEW OR USED MOTOR VEHICLE / MOTORCYCLE

Stock: N/A

Date: 21 May 2018

Tax Invoice

GST No. 18-087-986

TRADER INFORMATION

Name: PATRICK MOTORS LTD

Trading as: CARS R US

Address: 4 Millennium Street
Leafy Suburb, Arlanda

Trader Reg.: M665443

PURCHASER DETAILS

Name: Rangı Moore

On acc. of:

Email: rangı@twoa.govt.nz

Occupation: Sales Manager

Address: 15 Beaubank Road, Kelston, Auckland 0602

Phone (hm): (09) 889 8889

Phone (mo): (021) 000 778

Birth Date: 31 Jul 1989

Lic. no.: bw129131

Co inc. no.:

NZTA no.:

DESCRIPTION OF MOTOR VEHICLE / MOTORCYCLE BEING PURCHASED

Vehicle Year: 1995 Make/Model: HYSTER R1.6

Colour: YELLOW Reg. No.: KKD443

Odometer: 4367 km Engine Size: 1000 cc

VIN: KL3CD26GJ9B285610 WOF exp.: 05 Aug 2018

Licence exp.: 04 Apr 2019 Chassis no.: B435T02266X

Engine no.: 10HMCH080460307 First NZ reg.: 22 Feb 2017

DESCRIPTION OF TRADE-IN MOTOR VEHICLE / MOTORCYCLE

Vehicle Year: 2009 Vehicle: KSS445 NISSAN NOTE

Colour: SILVER Engine Size: 1490 cc

Odometer: km No. owners: 1

First NZ reg.: 26 Jul 2017 Chassis no.: E11-370595

TRADE-IN AGREEMENT (Refer to Terms & Conditions 5)

I offer to sell the Trader the vehicle described. I warrant that the trade-in information provided is correct, that all encumbrances are stated and that the odometer fairly represents the distance travelled.

Signed: _____

Only valid if signed by Purchaser

Total Vehicle Purchase Price (incl. GST)	\$4,500.00
Less Encumbrances to	\$1,000.00
NET TRADE-IN ALLOWANCE	\$3,500.00

The Motor Vehicle Trader acknowledges that in purchasing this vehicle the Trader accepts all responsibilities associated with the change of ownership of this vehicle.

INSURANCE INFORMATION

The Purchaser will arrange their own insurance as from time of delivery.

Company: State Insurance

Cover: \$20,000

Policy No.: ST92298-990

I acknowledge that the vehicle is at my risk until the insurer notifies me of its acceptance of the risk.

THE PURCHASER ACKNOWLEDGES AND CERTIFIES:

The goods to be supplied are being acquired for the purposes of the Purchaser's business and accordingly the parties agree that the provisions of the Consumer Guarantees Act 1993 will not apply.

Signed: _____

If clause applies, Purchaser must sign

TRANSACTION DETAILS

The Purchaser agrees to pay the following:

HYSTER R1.6 \$20,000.00

Roof Racks \$1,500.00

Transfer fees

Subtotal (incl. GST) \$21,500.00

Less Net Trade-in Allowance \$3,500.00

Net Price \$18,000.00

Deposit on Signing : (on 21 May 2018) \$2,000.00

Cash on Delivery : (on 21 May 2018)

Total cash \$2,000.00

BALANCE OUTSTANDING \$16,000.00

I wish to finance the balance outstanding, together with any associated charges, over a period of _____ months with

I UNDERSTAND AND AGREE THAT SHOULD I FAIL TO COMPLETE THIS PURCHASE MY DEPOSIT ON SIGNING WILL BE FORFEITED.

THE TERMS AND CONDITIONS OVERLEAF FORM PART OF THIS AGREEMENT.

PURCHASER'S OFFER AND AGREEMENT

Terms and Conditions

I acknowledge that I have read, understood, and agree to be bound by the Terms and Conditions printed overleaf.

Consumer Information Notice

I acknowledge that I have been provided with and have signed a copy of the Consumer Information Notice attached to the vehicle(s) being purchased and that I have read, understood, and accept the contents of the notice(s).

Odometer Reading

I acknowledge that the Motor Vehicle Trader has explained to me that odometer reading(s) of this vehicle(s) being purchased in accordance with the information stated on the Consumer Information Notice.

Sign Documents

I agree to complete all necessary acts and sign all necessary documents to give effects to this Agreement.

Retention of Title

I acknowledge that the Motor Vehicle Trader has explained to me the effects of Clause 3 of the Terms and Conditions overleaf and that I understand the effect of the clause.

Privacy Act

I authorise the Motor Vehicle Trader to use any information provided by me in this Agreement for the purposes referred to in clause 7 of the Terms and Conditions overleaf.

Consumer Guarantees Act 1993

The Consumer Guarantees Act 1993, applicable to this agreement provides the Purchaser with rights and remedies on the sale of new or used motor vehicles of a type ordinarily acquired for personal, domestic, or household use. I agree that if I am acquiring this vehicle for business purposes in terms of section 1 and 43 of the Consumer Guarantees Act 1993, that the provisions of the Act will not apply accordingly.

Disputes

If any dispute arises in relation to the application of the Motor Vehicle Sales Act 2003, the Sale of Goods Act 1908, the Fair Trading Act 1986, or the Consumer Guarantees Act 1993 to this Agreement, the Purchaser and the Trader will refer to the dispute to the Motor Vehicle Disputes Tribunal in accordance with the provisions of the Motor Vehicle Sales Act 2003.

Acceptance of Offer

The Purchaser acknowledges that this offer to purchase will not be binding unless and until it is accepted by an authorised officer of the Motor Vehicle Trader by signature in the space provided below.

Signed: _____
(Purchaser)

Offer Date: _____

TRADER'S ACCEPTANCE

Signed: _____
(Authorised Officer)

Date: _____

TERMS AND CONDITIONS

1. DEFINITIONS

"Motor Vehicle Trader" means the vendor Motor Vehicle Trader ("MVT") defined under the Motor Vehicle Sales Act 2003.

"Vehicle" means the vehicle purchased pursuant to this agreement.

"Purchaser" means the Purchaser of the Vehicle pursuant to this agreement.

"Trade In" means a Vehicle provided by the Purchaser in partial settlement of the purchase price of the Vehicle.

2. DELIVERY

2.1. Delivery of the Vehicle shall be made at the place indicated in the contract and will take place as soon as is reasonably practicable and shall be deemed complete when MVT has advised the buyer that the goods are available for collection.

2.2. MVT shall not be liable under any circumstances for any loss or damage (including consequential loss) for the late or non delivery of the vehicle.

3. RISK & OWNERSHIP

3.1. Risk of any loss, damage or deterioration of the Vehicle passes to the Purchaser on delivery.

3.2. Property and ownership in the Vehicle remains with MVT and does not pass to the Purchaser until the Purchaser has paid the purchase price in full and where there is a Trade In (if any) it is delivered to MVT together with the Certificate of Registration, Transfer of Ownership correctly executed and confirmation that the Trade In is free of all charges.

3.3. Where MVT has arranged insurance on behalf of the Purchaser, at the request of the Purchaser, MVT shall not be responsible for any loss arising from the insurance (or lack of insurance as the case may be) arranged by MVT and the Purchaser acknowledges that it shall be the Purchaser's responsibility to ensure that the insurance arranged by MVT is acceptable and correct in all respects to the Purchaser.

4. DEFAULT

4.1. MVT may, in addition to any other right of termination or remedy conferred on MVT under this Agreement or by law, terminate the Contract at any time and with immediate effect by written notice given by MVT to the Purchaser if:

- (a) the Purchaser (if the Purchaser is an individual) dies;
- (b) the Purchaser has committed a material breach of this agreement which is not reasonable capable of being remedied by the Purchaser within two business days.

4.2. If any of the events referred to in clause 4.1 occur MVT may then:

- (a) enter upon the premises where any Vehicle for which MVT has not been paid are situated and take possession of and remove the Vehicle without being responsible for any damage caused in so doing and resell the Vehicle; and
- (b) apply the proceeds towards the payment of all moneys owing to MVT by the Purchaser; and all costs incurred by MVT as a result of any such action shall be immediately payable by the Purchaser upon written demand from MVT.

4.3. Upon termination of this Contract for whatever reason:

- (a) such termination shall be without prejudice to the rights and remedies of either party in respect of any antecedent breach of this Agreement by the other party;
- (b) notwithstanding any contrary provision in this Agreement any amount payable by the Purchaser to MVT under this Agreement shall be deemed to have fallen due and become payable immediately prior to such termination occurring.

5. TRADE IN

5.1. MVT may, but is not obliged to, accept a Trade In on the Vehicle being purchased on the following terms:

- (a) MVT must receive clear title to the Trade In and;
- (b) MVT reserves the right to reject the Trade In if the condition of the Trade In is, in the sole opinion of MVT, a lesser condition than when it was first inspected by MVT and;
- (c) The Trade In has a warrant of fitness not less than 30 days old.

5.2. If for any reason MVT is of the view that any of the above conditions have been breached the full purchase price of the vehicle shall be payable by the Purchaser and no allowance shall be taken into account for the Trade In on the purchase price.

5.3. The Purchaser confirms to MVT that it has voluntarily and without any duress agreed to the terms of the trade in including the price of the Trade In vehicle.

6. DEPOSIT

6.1. The Purchaser shall pay the deposit to MVT immediately on execution of the contract by both parties or at such later date as is specified in the contract time being of the essence.

6.2. The Deposit shall be in part payment of the purchase price of the Vehicle.

6.3. If the contract is not settled for any reason other than the default of MVT the Deposit shall be immediately forfeited by the Purchaser.

7. PRIVACY ACT

7.1. The Purchaser irrevocably authorises and consents to MVT or any financier, credit reporting agency or any other person or entity required for the purpose of completing this contract requesting, obtaining and retaining any personal information about the Purchaser from any individual, company, state owned enterprise or government department in the public or private sector and the Purchaser irrevocably authorises and consents to any individual, company, state owned enterprise or government department in the public or private sector providing the employer with such personal information about the Purchaser as requested by MVT.

7.2. The Purchaser irrevocably authorises and consents to MVT or any financier, credit reporting agency or any other person or entity required for the purpose of completing this contract providing any personal information held by MVT about the Purchaser to any individual, company, state owned enterprise or government department in the public or private sector.

8. CONSUMER GUARANTEES ACT - SPECIAL NOTICE

8.1. If the Purchaser is acquiring or holding itself out as acquiring the Vehicle under this Agreement for business purposes, then the Consumer Guarantees Act 1993 will not apply.

8.2. Where the Consumer Guarantees Act 1993 of the Fair Trading Act 1986 does apply nothing in this agreement shall remove or modify your rights under either of these acts.

8.3. Nothing in this agreement shall limit or abrogate the Purchaser's rights and remedies under the Consumer Guarantees Act 1993 (where applicable) except to the extent that:

- (a) Contracting out is permitted under the Act; and
- (b) That Act is contracted out of this agreement.

8.4. If the Vehicle is purchased by way of auction and/or competitive tender the Purchaser confirms that they are acquiring the Vehicle at a price determined by them. They further acknowledge that there was no negotiation between the MVT and the Purchaser after the bid and/or tender was submitted and, accordingly, the provisions of the Consumer Guarantees Act 1993 do not apply to the sale.

9. LIMITATION OF LIABILITY

9.1. MVT shall not be liable for any loss of profits or any consequential, indirect or special loss, damage or injury of any kind suffered by the Purchaser arising directly or indirectly from:

- (a) a breach of any of MVT's obligations under or cancellation on the Agreement; and/or
- (b) negligence, misrepresentation or other act or omission on the part of MVT or its employees or agent.

9.2. Notwithstanding any other provision contained in the Contract the liability of MVT whether in Contract or pursuant to any cancellation of the Contract or in tort or otherwise in respect of all claims for loss, damage or injury, however arising shall not in aggregate exceed the Purchase Price of the Vehicle.

10. INCONSISTENCY

If there is any inconsistency between these terms and conditions and any other agreement between the parties (whether in writing, verbally or by electronic data interchange) or any other arrangement between the parties, these terms and conditions prevail unless otherwise agreed in writing by the parties.

11. BETTERMENT

Repair or replacement of damaged parts may put the Vehicle in a better condition than it was immediately before the repair, thereby increasing its value. The resulting improved condition of the Vehicle is known as betterment. The MVT reserves their right to request a contribution from the Purchaser towards the cost of the part(s) and/or labour, or to withhold such sum, in the event of betterment.

12. SPECIAL CONDITIONS

This agreement is subject to any special conditions listed on this Agreement in the Special Conditions section.

13. CONDITIONS RELATING TO NEW VEHICLES

13.1. Availability - MVT is only liable to supply a vehicle to the purchaser if MVT has the new vehicle in stock. If delivery is unable to be achieved for this reason then this contract shall be terminated and MVT shall refund to the purchaser any sum paid towards the purchase price of the vehicle.

13.2. Price - both parties acknowledge that the price of new vehicles may fluctuate from day to day. In the event that the price payable at the time of delivery is greater than the price recorded in this agreement the purchaser shall have the option on 48 hours of notice to:

- (a) Accept the purchase price; or
- (b) Reclaim a full refund of any funds paid together with terminating the agreement.

13.3. Specifications - should the manufacturer of the vehicle change the specifications of the vehicle following entry into this agreement either party may terminate this agreement, provided that the change in specification is of a significant nature.