

MOTOR VEHICLE SALE OR PURCHASE AGREEMENT (USED)



G.S.T. No.
Dealer Registration No. 40109

333 - 12th St., New Westminster, BC V3M 4H5
Ph: 604-549-8222 Fax: 604-549-8221

How did You Hear about us? _____

I/We _____
Address _____
Postal Code _____

(Hereinafter called the VENDOR)
Date _____ YR _____
Driver's License _____
Bus. Tel: _____ Cell: _____
Email: _____

Hereby offer to purchase from you one Used Motor Vehicle described and identified as follows:

Make	Year	Series & Model			Colour	Stock No.
V.I.N.		No. of Cyl.	Odometer	Km. Mil.		

(Hereinafter called the Motor Vehicle) and the optional equipment and accessories, if any, set out herein at the price stated and under the terms and conditions set forth below and on the back hereof.

DESCRIPTION OF TRADE-IN
Disclosures – Authorization to Transfer Title

Make	Year	Model	Serial No.	Colour
Odometer	Km. Mil.	Estimated Amount of Lien		Owing to _____ Address _____

The owner of the trade-in vehicle (descried herein as the "Purchaser") declares the following to be true to the best of his/her knowledge and belief.

1. (a) The trade-in vehicle has never been used as a taxi, police vehicle, emergency vehicle, leased vehicle, rental vehicle, or used in organized racing, except as disclosed herein: _____

(b) The trade-in vehicle has never sustained damage requiring repairs costing more than \$2000.00 except as disclosed herein: _____

(c) The trade-in vehicle has never been registered in any jurisdiction other than British Columbia, except as disclosed herein: _____

2. The Purchaser further declares that the odometer reading of the trade-in vehicle to be true to the best of his/her knowledge and belief, or _____

3. The Purchaser further declares the trade-in vehicle to be free of all liens and encumbrances, except as noted in this agreement.

4. Upon acceptance of this offer by the Vendor, the Purchaser hereby transfers all his/her right and title in the trade-in vehicle to the Vendor or his assigns, such transfer being as part payment and deposit on this contact, and hereby authorizes the Vendor or his assigns to dispose of the said trade-in vehicle.

5. Does vehicle have any outstanding notice and order for inspection Yes No

SIGNATURE OF PURCHASER(S) _____

DECLARATION

To the best of its knowledge and belief, the Vendor declares the following:

1. The motor vehicle has been used as a taxi, police or emergency vehicle or used in organized racing, except as disclosed here in : Yes No INT. _____

2. The motor vehicle has sustained damage requiring repairs costing more than \$2,000.00, except as disclosed herein: Yes No
Rebuilt: Yes No Signature: _____ Salvage: Yes No INT. _____ Estimated ICBC cost of repair: _____

3. The Motor Vehicle has been used as a lease or rental vehicle, except as disclosed herein : Yes No INT. _____

4. The motor vehicle has previously been registered in any jurisdictions other than British Columbia and has not been brought into the province specifically for the purpose of sale, except as disclosed herein: Yes No INT. _____

5. The odometer of the Motor Vehicle accurately records the true distance traveled by the Motor Vehicle, except as disclosed herein: Yes No INT. _____

6. The Motor Vehicle complies with the requirements of the Motor Vehicle act. : Yes No INT. _____

7. All sales are final, No refunds/returns on sold vehicles. : INT. _____

8. Customer is aware that this vehicle is an insurance write off and it has been rebuilt from Salvage. INT. _____

9. Customer has viewed and received copies of available carproof, pictures of damage and final inspection reports. INT. _____

WARRANTY: If the vehicle is suitable for transportation, the only warranty is as follows: _____ _____ If any repairs are to be effected, they are listed along with the additional cost, if any, as follows: _____ _____	SELLING PRICE OF VEHICLE	
	Additional Equipments, if any	
	TOTAL PRICE	
	Less allowance for Trade-in	
	PRICE DIFFERENCE	
	Documentation, Lien Search & Transfer Fee	
If vehicle is not suitable for transportation, it is mutually understood and agreed between the Purchaser and the Vendor that the Used Vehicle is NOT suitable for transportation and is sold for parts only or for the purpose other than transportation and that the purchaser agrees that there is no warranty expressed or implied.	SUB-TOTAL	
	ENVIRONMENT TAX	
	Provincial S.S. Tax (if exempt, show Dealer No. _____)	
	G.S.T. TAX	
	Extended Warranty	
	G.S.T. on Extended Warranty	

PURCHASER'S ACCEPTANCE

1. The Purchaser has read and understood the terms and conditions of this agreement including any warranty and hereby acknowledges receipt of a copy thereof.

2. The Purchaser understands that this agreement is not binding on the parties hereto until accepted and executed by a duly authorized official of the Vendor.

3. Purchaser declares that he/she is of the full age of majority unless otherwise disclosed herein: _____

SIGNATURE OF PURCHASER _____

SIGNATURE OF CO-PURCHASER _____

WITNESS _____

The Buyer CONSENTS TO (Tick all that apply):

The Seller receiving the information from my Driver's License for the purpose of this Agreement, Insurance purposes and advising the manufacturer.

The Seller using this information to contact me regarding this purchase and to provide me with information about vehicles, products and services of the Seller. The Buyer can withdraw consent at any time upon written notice to the Seller.

The Seller and the manufacturer sending me electronic messages regarding future products or services. I may revoke this consent at any time.

TOTAL DELIVERY PRICE	
Deposit	
Payout on Lien	
Down Payments	
TOTAL PAYMENTS	
Amount to be Financed	
Total Finance Charges (Annual % Rate _____)	
TOTAL BALANCE DUE	

Date: _____ Customer (Print): _____ Signature: _____

VENDOR'S ACCEPTANCE

ACCEPTED BY _____ TITLE _____

SALESPERSON'S NAME _____ Delivery Required : Yes No Date Delivered _____

The personal information received from individuals relating to this form is collected in accordance with the Privacy Policy Act. The collection of data is necessary to provide services directly required by you and is also necessary for the purchaser(s), sale(s), financing, lease, or service(s) of the vehicle(s). Please contact the organization's Privacy Officer if you have any questions. If, in the future, you wish to have the information you have provided withdrawn please notify us in writing

CONDITIONS

1. Delivery of the motor vehicle will be made as prior orders permit, and is subject to contingencies of transportation, fires, strikes or other causes beyond the control of the Dealer.

2. The term “motor vehicle” used herein includes the motor vehicle ordered herein together with all attachments and accessories thereto whether attached, affixed, or installed on the motor vehicle before or after the date hereof and all proceeds derived directly or indirectly from any dealing with the motor vehicle or the proceeds of the motor vehicle and such proceeds included, without limitation, other motor vehicles or another motor vehicle, money, a cheque or cheques, a deposit account or deposit accounts, a security or securities, chattel paper, a document of title or documents of title, a trailer or trailers, aircraft, any motorized vehicles of any kind or description, any proceeds of insurance, or any other identifiable or traceable personal property, fixtures or otherwise.

3. If any form of payment whatsoever (including without limitation any cheque, bill of exchange, credit card, funds to come from any financing source, value of trade-in vehicle after payment of all liens and encumbrances, or any other form of payment) tendered as payment of any amount due in whole or in part as set out on the reverse side hereof is dishonoured, refused or misrepresented, such tendered form of payment shall be deemed not to be payment and shall be null and void and of no effect. If such refused, dishonoured or misrepresented form of payment forms all or part of the amount due by the Purchaser to the Dealer, then:

- (a) the Purchaser agrees that the Dealer shall have immediate possession of the motor vehicle as if the Dealer had never parted with possession and the dealer may exercise all rights to possession
- (b) such refusal, dishonour or misrepresentation is breach of a fundamental term of this Agreement hereby immediately releasing the Dealer from any obligations under this Agreement.
- (c) the Purchaser hereby appoints the Dealer his lawful attorney to transfer title and ownership of the motor vehicle to or to the order of the Dealer and to execute all documents and instruments for and on behalf of the Purchaser to transfer such title and ownership.
- (d) the Purchaser shall immediately pay to the Dealer all costs, charges and expenses incurred by the Dealer arising out of or in any way related to such refusal or dishonour or misrepresentation including, without limitation, all costs of taking possession, any necessary repairs, storage charges, selling commission and lawyers' costs as between solicitor and own client.

4. The Purchaser agrees that he will not, without first obtaining the Dealer's permission, sell or transfer title or any interest in the motor vehicle or suffer or permit any charge, lien or encumbrance, whether possessory or otherwise, to exist against the motor vehicle until all amounts owed by the Purchaser to the Dealer by virtue of this Agreement are fully paid.

5. The Purchaser agrees to accept delivery of the motor vehicle and to comply with the terms of payment therefore within a reasonable time after notification to him that it is ready for delivery. If the Purchaser does not accept delivery and comply with the terms of payment within 7 days from the date of such notification, then the Dealer may charge his reasonable expenses (including loss of profit) to the Purchaser in connection with this Agreement and the Purchaser agrees to pay the same forthwith. In addition to any other remedy which the dealer may have against the Purchaser for such expenses, the Dealer may set off such expenses against any partial payment or any trade-in vehicle accepted as part payment or the proceeds there form if and when sold, and the Dealer shall be entitled to dispose of the motor vehicle without any liability whatsoever to the Purchaser.

6. If for any reason the Dealer is unable to deliver the motor vehicle within a reasonable time, this Agreement may be cancelled by either party hereto upon notification to the other, and in such event the Dealer shall return:

- (a) the partial payment, if any; and
- (b) any trade-in vehicle accepted as part payment or if such trade-in vehicle has been sold, the lesser of either:
 - (i) the net proceeds therefrom based on the actual selling price thereof less reasonable costs of repairs, parts, handling and storage expenses, and reasonable selling commission; or
 - (ii) the value of the trade-in vehicle as set out on the reverse side hereof.

The return of the partial payment and the trade-in vehicle, if any, or the net proceeds or the value thereof as set out above, shall be a full release of all claims whatsoever which the Purchaser may have or claim to have against the Dealer for or by reason of such non-delivery, without any further or other releases from the Purchaser.

7. The Purchaser grants to the Dealer a security interest in the motor vehicle as security for any obligation of the Purchaser to the Dealer. Subject to paragraph 3 of this Agreement, if the Purchaser defaults in the payment of any amount due hereby or defaults in the performance or observance of any other matter or thing required to be observed or performed by the Purchaser or if any proceedings is commenced by or against the Purchaser under the bankruptcy or insolvency laws, then:

- (a) the entire amount due by the Purchaser to the Dealer shall become immediately due and payable at the option of the Dealer.
- (b) If the motor vehicle has been acquired by the Purchaser as consumer goods as defined in the Personal Property Security Act (the “PPSA”), THE Dealer may take possession of the motor vehicle (unless at least two-thirds of the total amount of the obligation secured has been paid) or take such proceedings as are permitted by and within the limits of section 67 of the PPSA or any provisions amending or replacing this section.
- (c) if the motor vehicle has been acquired as equipment or as inventory as defined in the PPSA or other than as consumer goods, the dealer may take possession of the motor vehicle and take such other proceedings as permitted by part 5 of the PPSA as may be applicable in the sole discretion of the Dealer and if there is a deficiency between the amount due to the Dealer hereby (including without limitation the legal costs between solicitor and own client) and the amount actually realized upon disposition of the motor vehicle, the Purchaser shall continue to be liable to the Dealer for such deficiency

8. If the Dealer takes possession of the Motor vehicle pursuant to paragraph 7 of this Agreement:

- (a) he shall comply with sections 59, 60, 61 (if invoked by the Dealer), 62 and 63 of the PPSA as may be applicable generally relating to disposition of the motor vehicle, distribution of amounts realized, and rights of redemption and reinstatement;
- (b) he may dispose of the motor vehicle by sale or lease or for cash or credit or part cash and part credit or as provided by section 59 of the PPSA.

- (c) Until the motor vehicle is disposed of, the Dealer may use the same as he sees fit in his absolute discretion subject to the requirement to use reasonable care in the custody and preservation of the motor vehicle under section 17 of the PPSA

9. It is agreed that the Dealer may satisfy any lien, charge or encumbrance now existing or which may in future exist against the trade-in vehicle and the amounts so paid together with all reasonable costs, charges, and expenses of the Dealer in relation thereto, including without limitation lawyers' charges on the basis as between solicitor and own client, shall be forthwith repaid by the Purchaser to the Dealer, and failing such repayment, and in addition to any other rights and remedies which the Dealer may have against the Purchaser:

- (a) such amount shall be a claim against the motor vehicle or added to any claim the Dealer has or shall have against the motor vehicle for the unpaid purchase price or any amount owing hereby or otherwise; and
- (b) title to the motor vehicle shall not pass from the Dealer to the Purchaser until such amount or amounts have been paid in full by the Purchaser to the Dealer.

In addition, and without limiting the foregoing, the Purchaser agrees that if the Dealer suffers any loss or damage in respect of any lien, charge or encumbrance against the trade-in vehicle, whether or not such lien, charge or encumbrance is disclosed on the reverse side hereof, the Purchaser shall indemnify and save harmless the Dealer in respect of such loss or damage.

10. In the event of any misrepresentation by the Purchaser of any fact or matter relating to the trade-in vehicle, either:

- (a) The Dealer may rescind this purchase and sale upon notification to the Purchaser, and in such event:
 - (i) the Purchaser shall return to the Dealer the motor vehicle immediately (and falling such immediate return the Dealer may repossess the motor vehicle at the expense of the Purchaser), and forthwith pay to the Dealer all reasonable costs, charges and expenses:
 - (A) for the use, repair and reconditioning, if necessary, of the motor vehicle, and
 - (B) of the Dealer to recover possession of the motor vehicle and to restore, repair and recondition the trade-in vehicle; and
 - (C) for any other expenses of the Dealer arising out of the misrepresentation; and
 - (ii) upon receipt of the motor vehicle and the reasonable costs, charges and expenses referred to in subclause (i) immediately above (which costs, charges and expenses the Dealer may at this option set off against the partial payment), the Dealer shall return to the Purchaser;
 - (A) the balance of the partial payment, if any; and
 - (B) any trade-in vehicle accepted as part payment, or if such trade-in vehicle has been sold, the net proceeds therefrom based on the actual selling price thereof less reasonable costs, repairs handling and storage expenses and reasonable selling commissions; or
- (b) the Dealer may reappraise the trade-in vehicle and upon such reappraisal may notify the Purchaser of the difference between the value of the trade-in vehicle on the reverse side hereof and the value of the trade-in vehicle upon such appraisal and upon receipt of such notification the Purchaser shall forthwith pay to the Dealer the amount of such difference.

11. The Purchaser agrees that if the trade-in vehicle accepted as part payment is not delivered to the Dealer on or before the signing of this Agreement the Dealer may reappraise the same upon actual delivery of such trade-in vehicle so as to ensure that there is no material change in the condition of such trade-in vehicle either physically or economically between the date of the signing of this Agreement and the date of such actual delivery. If, in the sole opinion of the Dealer, there is such a material change, the amount allowed for the trade-in vehicle shall be its reappraised value and the Purchaser shall pay to the Dealer the difference between the amount for such trade-in vehicle stated on the reverse side hereof and the amount of such reappraised value. If the Purchaser is not satisfied with such reappraisal, then the Purchaser may cancel this Agreement and thereupon shall forthwith pay to the Dealer the Dealer's reasonable costs, charges and expenses of and incidental to this Agreement and failing such payment the Dealer may, in addition to any other rights and remedies the Dealer may have against the Purchaser, set off such reasonable costs, charges and expenses against any partial payment and against any other trade-in vehicle accepted as part payment.

12. The Purchaser hereby agrees that he shall transfer title to the trade-in vehicle (if any) at such time and to such person or persons as the Dealer shall specify.

13. If any amount due as stated on the reverse side hereof is to be financed by the Dealer or by any lender suggested by the Dealer, this purchase and sale is subject to the express approval of the Dealer and the lender, if any, of the credit worthiness of the Purchaser, and the Purchaser hereby authorizes the Dealer and such lender to obtain any information either of them may require from any sources to which either of them may apply.

14. Time is of the essence of this Agreement respecting any term or condition hereof required to be observed or performed by the Purchaser.

15. If there has been any error by the Dealer in any calculation or other matter on the reverse side hereof or in any way connected herewith (including without limitation an error in the pricing of the motor vehicle) the parties agree to correct the error forthwith, and if the correction requires any amount to be paid by one party to the other, such amount shall be paid forthwith.

16. The Purchaser acknowledges receipt of a copy of this Agreement, waives all rights to receive a copy of any financing statement, financing change statement or verification statement in respect hereof and authorizes the Dealer to provide to any person a copy of this Agreement and any information contained herein or arising herefrom.

17. This Agreement constitutes the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no agreement collateral hereto other than as expressly set forth or referred to herein.

18. This Agreement may not be assigned by the Purchaser without the prior written consent of the Dealer. This Agreement is binding upon the parties, the assigns of the Dealer, the permitted assigns of the Purchaser and the heirs, executors, administrators, and successors of the parties.

19. The Dealer may charge and the Purchaser or other owner of the motor vehicle shall pay all charges of the Dealer for storage and preservation of the motor vehicle and all expenses in any way related thereto.