**Tires Sales Agreement**

|  |  |  |  |
| --- | --- | --- | --- |
| ***Seller*** | | | |
| Name (Full) |  | Date of Birth |  |
| Address |  | | |
| Phone Number |  | | |
| ***Buyer*** | | | |
| Name (Full) |  | Date of Birth |  |
| Address |  | | |
| Phone number |  | | |
| Driver License Number  and validity date |  | | |

BE IT KNOWN, that for payment in the sum of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned Seller sells and transfers to Buyer the quantity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tires described as follows

|  |  |
| --- | --- |
| Tire Type |  |
| Tire Width |  |
| Aspect Ratio |  |
| Construction Type |  |
| Wheel Diameter (in or cm ) |  |
| Load index |  |
| Speed Rating |  |

This Sales Agreement is subject to the following conditions and representations:

**1 Payment**: For the sum upon agreed both parties state that the payment will be made as follows (mark the option): Cash (\_\_) Credit Card (\_\_) Debit Card (\_\_). If the option “Cash” was selected, Seller acknowledges hereby receipt of the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in down payment for the Tire/s as full payment. If any of the options Credit Card or Debit Card was selected, the following information is provided in order to complete payment (Card Number, Card holder, expiration date):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2 Warrants:** Seller has no knowledge of any hidden defects in and to the Tire/s, and believes to the best of the Seller's knowledge that the Tire/s being sold is/are in good condition. Said Tire/s is/are otherwise sold in “as is” condition. Seller swears to the best of his knowledge that Tire/s has/have never being used beyond the reasonable and expected limits of a regular driver, and that it/they have never have any outstanding repair. In case that an outstanding repair was performed or a use which exceeds the reasonable and expected limits of a regular driver has been performed, Buyer is hereby informed as follows, accepting this condition and any risk that it may possess to the Buyer or other people or third party’s property: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller warrants to Buyer that Seller has good and marketable title to said property, full authority to sell and transfer said property, and that said property is sold free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever.

**3 Taxes**: it is upon agreed that any tax which may apply to this sale will be afforded by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**4 Delivery of Goods**: (mark what is correct) 1. (\_\_\_) Buyer acquire and accepts the Tire/s purchased and assumes at his own cost the delivery by the Seller or taking them away by himself or by any other person authorized by Buyer on the following day and time\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from the Seller’s address or from this location \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2. (\_\_\_) Seller will deliver the Tire/s at his own cost on this day and time:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to the Buyer’s address abode described or to the following address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**5 Installation:** (mark what is correct) The Tire/s will be fitted by Seller (\_\_\_) Buyer (\_\_\_\_\_) at the following cost: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**6 Legal disputes**: If a dispute arises out of this agreement, and the dispute cannot be resolved by negotiations between the parties, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, litigation or some other dispute resolution procedure. The laws of Ontario and the laws of Canada applicable in that province govern this agreement. The parties agree that the courts of Ontario will have exclusive jurisdiction to hear and decide any litigation which may arise out of or relates to this agreement.

**7 Liability:** Both Buyer and Seller agree that neither the owners of Tyres on Rent (The Company) nor its officers, directors, employees, or agents are parties to this Agreement and shall not be liable for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from errors, mistakes, accidents caused by the nature, condition, fitness, technical suitability or not meeting technical/legal requirement of the Tire/s hereby purchased or in case of inexistence, false/mislead identity, lack of technical suitability/knowledge of the parties, or any harmful / illegal event that parties may experience in person or property during the execution of this contract, indemnifying the company harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of breach of any contract or the quality or technical suitability / meeting of legal requirements of the tires offered.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature Date