



PMB,6 NAA ASIA RD, ACCRA

0302-962256

www.solartaxi.co

# THIS CAR SALE AGREEMENT (HIRE PURCHASE) IS BETWEEN

# **SOLARTAXI LIMITED**

For Electric Cars in Ghana.





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This Car Sale Agreement (the "Agreement") sets out the terms and conditions upon which			
Solartaxi ltd (the "Seller") who resides at No.6 Naa Asia Road, Laterbiokorshie, Accra, shall			
effect the sale of the Vehicle to (the "Buyer") who resides at			
, under the terms set out below			

WHEREAS: The Seller is the current registered owner of the Vehicle.

WHEREAS: The Seller is willing to sell the Vehicle to the Buyer on the terms that are set out in this Agreement and the Buyer for his part is willing to purchase the Vehicle from the Seller on said terms.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

#### 1. DEFINITIONS

In this Car Sale Agreement:

- 1.1 "Vehicle" and "Car" shall both mean the vehicle that is to be sold as set out in Clause 9.
- 1.2 "Parties" refers to the Buyer and Seller who have been named in this Contract.
- 1.3 "Price" refers to the total agreed price of the Vehicle explained in Clause 3.
- 1.4 "Payment Method" refers to the method of payment agreed by both Parties as set out in Clause 4.
- 1.5 The heading names in this Agreement are used as a reference only and do not form part of the Agreement.
- 1.6 This Agreement may be executed in English.
- 1.7 If either part of or the whole of a clause is deemed invalid or erroneous then only that clause shall be deemed void and the rest of the Agreement shall remain enforceable.
- 1.8 This Car Sale Agreement may be executed either in one original or in two counterparts.
- 1.9 The terms of this Agreement shall be deemed to be binding on both Parties based on their respective conduct notwithstanding any error or defect in the execution of this Car Sale Agreement.

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#### 2. OBLIGATIONS OF THE SELLER

It is agreed that:

- 2.1 The Seller warrants that all details provided are accurate.
- 2.2 The Seller provide a five (5) years [alternatively 100000kms] warranty for battery and 3 years for the whole car.
- 2.3 The Seller warrants that he is the true owner of the Vehicle and that the Vehicle has not to the best of the Seller's knowledge and belief been stolen and no other circumstances exist of which the Seller is aware which could reasonably affect the Seller's good title to the Vehicle.
- 2.4 The Seller is the full owner of the Vehicle and has sole authority to sell the Vehicle to the buyer.
- 2.5 There is no outstanding finance, residual, or debt of any kind attributed to the Vehicle.
- 2.6 The Vehicle has a full-service history and any/all accidents have been made fully known to the Buyer.
- 2.7 The Seller has made the Buyer fully aware of any current faults of which he is reasonably aware with the Vehicle and that there are no deliberately hidden faults on the Vehicle.
- 2.8 The Seller will provide the Buyer with all spare keys and the service manual.
- 2.9 The Seller will provide the Buyer with all necessary paperwork and documentation relating to ownership of the Vehicle upon payment of the Vehicle.
- 2.10 Once the Buyer has purchased the Vehicle and the payment has cleared the Seller is required to release the Vehicle into the Buyer's possession.
- 2.11 The Seller is not liable for subsequent faults, normal wear and tear, or defects of unless those defects were deliberately hidden or if a guarantee is offered by the Buyer to the Seller
- 2.12 The Seller provides no guarantee.

#### 3. OBLIGATIONS OF THE BUYER

It is agreed that:

- 3.1 The Buyer is to pay the agreed Price to the Seller.
- 3.1.1 The Buyer gets to choose a colour of car.





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- 3.1.2 The buyer has the option to opt for the seller to license and insure the car for the client at an extra cost depending on the rates given by DVLA and the insurance company.
- 3.2 The Buyer warrants that all details provided are accurate.
- 3.3 Payment of the Vehicle is to be made under the terms agreed and set out in Clause 4.
- 3.4 The Buyer warrants that he is fully aware of the Vehicle history and any current faults of the Vehicle.
- 3.5 The Buyer is responsible for paying the correct Price for the car as agreed between the parties
- 3.6 The Buyer has received all necessary paperwork and documentation relating to ownership of the Vehicle upon payment.
- 3.7 The Buyer has viewed the Vehicle at the Seller's address and accepts the Vehicle in its current state as seen at the viewing(s).
- 3.8 The Buyer warrants that he is buying a brand-new vehicle "as seen" with the sole exception of deliberate hidden faults assuming responsibility for the car in the condition it is received at the signing of this Agreement.

#### 4. PAYMENT OF THE VEHICLE

- 4.1 The Buyer is to pay the agreed Price to the Seller. Whereas the vehicle is quoted as follows:
  - I. BYD E6 GHc 120,000.00
- 4.1.1 It is agreed that a 50% upfront payment of the cost of the vehicle will be made.
- 4.1.2 The remaining balance of Ghc 60,000 will be paid with interest per the buyer's preference of months:

Months	Interest	Amount to be paid	Payment per	Choice
			month	
3 months	10%	GHc 66,000	GHc 22,000	
6 months	18%	GHc 70,800	GHc 11,800	
12 months	25%	GHc 75,000	GHc 6,250	

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#### 5. GENERAL

It is agreed that the Contract supersedes any prior discussions or propositions between both Parties.

#### 6. VARIATION

Any variation to this Car Sale Agreement shall be made in writing and signed by both Parties.

## 7. GOVERNING LAW, DISPUTES AND ARBITRATION

It is agreed that:

- 7.1 This Car Sale Agreement is subject to the sole jurisdiction of the laws of Ghana.
- 7.2 Disputes under this Car Sale Agreement shall be subject to the sole jurisdiction of the courts of Ghana.
- 7.3 Both Parties agree that in the event of a dispute following the signing of the Agreement that they shall enter into arbitration before the Chamber of Commerce, before an arbitrator whose judgement shall ultimately settle the dispute and be final.

#### 8. VEHICLE DETAILS

Upon the receipt of payment in full, the Seller agrees to transfer to the Buyer, ownership of the following vehicle:

[Type of Vehicle]:	BYD Electric Car			
[Make and Model of Vehicle]:	E6			
[Vehicle Registration Number]:				
[Year of Vehicle]:	2019			
[Colour of Vehicle]:	White			
[Vehicle Identification Number (VIN)]:				



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[Total Vehicle Mileage]: 100,000 Km

[Agreed Vehicle Sale Price]: GHc120,000 + Preferred months of payment with corresponding interest.

8. SIGNATURES	
I hereby accept the payment of GHS of the said vehicle.	from the Buyer for the purchase
Date:	
[Seller's name]	
I accept to pay full and final payment of GHSpurchase of the Vehicle in the manner set out in the	
Date:	
- <del></del>	
[Buyer's Name]	