



AGREEMENT FOR SALE AND PURCHASE

dated	25 Apr 2020 15:57
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and made between

Car Owner	Name	Identification	Address
	Phayu Owner	INDIVIDUAL TEST002	529291Thai Rd.78965632

and

"Dealer"	Siam Dealer Co Ltd.
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for the sale of by the Seller and the purchase by the Dealer of

"Vehicle"	<table><tr><td>Vehicle ID</td><td>Car.08-23042020</td></tr><tr><td>Chassis No.</td><td>C.0651651</td></tr><tr><td>Make & Model</td><td>ThialandNissan, Juke</td></tr><tr><td>Registration Date</td><td>07 May 2020</td></tr></table>	Vehicle ID	Car.08-23042020	Chassis No.	C.0651651	Make & Model	ThialandNissan, Juke	Registration Date	07 May 2020
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Chassis No.	C.0651651								
Make & Model	ThialandNissan, Juke								
Registration Date	07 May 2020								

as

"the Sale Price"	<p>85000.00 :</p> <p>(1) *inclusive / *exclusive of GST *To delete if not applicable.</p> <p>(2) inclusive of the sum of payable by the Dealer to the Seller on or before the date of this Agreement</p>
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"the Delivery Time and Date"	for delivery of the Vehicle by the Seller to the Dealer at
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- The Seller agrees to sell and the Dealer agrees to purchase the Vehicle, free from all encumbrances of whatsoever nature, at the Sale Price as described above and upon these terms and conditions. Any deletion of, addition to or other variation of such description or these terms and conditions are not applicable unless accepted in writing by the Dealer.

No variation
- The Dealer shall not be liable under any circumstances whatsoever to pay to the Seller more than the Sale Price for the purchase of the Vehicle.

Not more than Sale Price

3	<p>The Seller declares, represent and warrants that as at the date of this Agreement and until completion of the sale of the Vehicle:</p> <p>(1) the Seller is the only legal and beneficial of the Vehicle and that it has full legal capacity and power to transfer and vest the full legal and beneficial ownership and title of the Vehicle to the Dealer;</p> <p>(2) the Seller has provided the Dealer with complete and correct information relating to the Seller and the Vehicle which may affect the Dealer's decision on whether to purchase the Vehicle or on the price or terms and conditions of purchase of the Vehicle; (3) all representations made by the Seller orally or in writing or in any other form in relation to the Vehicle are true and accurate;</p> <p>(4) the Vehicle is of merchantable quality and free from any defects latent or otherwise; and</p> <p>(5) all additions or modifications (if any) of the Vehicle were done with proper skill and care and with all necessary approvals of the relevant authorities.</p>	<i>Seller's declarations, representations and warranties</i>
4	<p>The Delivery Time and Date is of the essence of this Agreement. At the Delivery Time and Date, the Seller shall deliver the Vehicle to the Dealer in the same condition as the Vehicle was in at the date of signing of this Agreement.</p>	<i>Delivery condition and time and date.</i>
5	<p>If:</p> <p>(1) any of such declarations, representations or warranties is found not to be true and/or accurate; or</p> <p>(2) the Dealer is of the opinion that the Vehicle is not in such same condition</p> <p>the Dealer shall be entitled to rescind this Agreement and to recover all monies paid by the Dealer under or in relation to this Agreement, without prejudice to any other remedies which the Dealer may have against the Seller</p>	<i>Rescission and recovery of monies by Dealer</i>
6	<p>If the Dealer chooses to take delivery of the Vehicle notwithstanding delay caused or contributed by the Seller, the Seller shall pay to the Dealer the sum computed at the rate of % of the Sale Price per day or part thereof as and by way of liquidated damages.</p>	<i>Liquidated damages</i>
7	<p>On or before delivery of the Vehicle by the Seller to the Dealer, the Seller shall apply to the Land Transport Authority of Singapore to irrevocably register and authorise only the Dealer as the electronic service agent of the Seller, as the Dealer may consider necessary or desirable, within the meaning and for the purposes of the Land Transport Authority (Electronic Service System) Rules 2019 (as may be modified, re-enacted or otherwise replaced from time to time).</p>	<i>Electronic Service Agent</i>
8	<p>In the event of any breach by the Seller of any term or condition of this Agreement, the Dealer shall be entitled to recover from the Seller all losses, damages, costs (including legal costs) and expenses on a full indemnity basis suffered or incurred by the Dealer due to or arising from such breach.</p>	<i>Recovery of Dealer's losses, damages, costs and expenses</i>
9	<p>Notwithstanding anything herein, the Dealer shall not be liable for any loss or damage of property or economic losses or personal injury or death:</p> <p>(1) suffered by the Seller arising from any delay or failure of the Dealer to perform its obligations under this Agreement due to any reason beyond the reasonable control of the Dealer or its employees, agents or contractors; or</p> <p>(2) which are the subject of any claim by any third party against the Dealer arising from any failure of the Seller to perform and observe its obligations under this Agreement or from any reason beyond the reasonable control of the Dealer or its employees, agents or contractors</p> <p>and the Seller shall fully indemnify the Dealer and its employees, agents and contractors against such loss, damage, injury death, claim and costs (including legal costs) and expenses on a full indemnity basis suffered or incurred by the Dealer due to or arising from such delay or failure or claim.</p>	<i>Liability and indemnity</i>
10	<p>The Dealer may terminate this Agreement if the Dealer considers that the Seller has failed to observe and perform its obligations under this Agreement or may or has contravened any applicable law, without prejudice to the Dealer's rights and remedies in relation to any antecedent failure or contravention.</p>	<i>Termination</i>
11	<p>The Seller may not, without the prior written approval of the Dealer, reproduce or disclose to any third party nor use for the benefit of any third party, any information provided by the Dealer or its employees, agents or contractors which is not lawfully in the public domain.</p>	<i>Confidential</i>

12	<p>The Seller shall at all times provide and procure all necessary consents in writing to provide the Dealer with up to date data about the Seller that the Dealer may require for the purposes of this Agreement, including the Seller's name, identification document, nationality, address, telephone number, credit or debit card details, race, gender, date of birth, email address and any other information about the Seller ("Personal Data"), and the Seller hereby:</p> <p>(1) agrees and consents to the Dealer and its employees, agents, contractors and financiers collecting, processing and using Personal Data for the purposes of this Agreement and for the business and activities of the Dealer and its partners, sponsors (including for marketing, business or any other purposes) and financiers and to fulfil any legal obligation of the Dealer, as well as for the following purposes -</p> <p>(a) to exercise the Dealer's rights and to perform the Dealer's obligations under this Agreement;</p> <p>(b) to develop, operate and enhance the services and facilities provided by the Dealer;</p> <p>(c) to notify, invite and/or consider the participation of the Seller in any event, promotion, activity, focus group, research study, contest, promotion, poll, survey or any production and to communicate with the Seller regarding its attendance thereat; and</p> <p>(2) agrees and acknowledges that the Dealer and its employ</p>	Personal data
13	The Dealer and the Company shall comply with their obligations under all applicable laws.	Applicable law
14	<p>The Seller acknowledges that the Dealer has received or may receive advances from a third party ("the Financier") in relation to the Dealer's purchase of the Vehicle, and accordingly, the Seller hereby irrevocably consents to the Dealer's novation, assignment or other form of transfer of the Dealer's rights and obligations under this Agreement to the Financier pursuant to the terms and conditions of the agreement between the Dealer and the Financier. In event of such novation, assignment or other form of transfer, the expression "the Dealer" used in this Agreement shall then refer to the Financier. The Seller shall not but the Dealer may novate, assign or otherwise transfer any of its rights or obligations arising under this Agreement without the prior consent of the Seller. Save as provided above, a person who is not a party to these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act (Chap 53B) to enforce any provision of the Act.</p>	Assignment and third parties
15	<p>If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unlawful, void or unenforceable, such provision shall to the extent required to be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect the validity or enforceability of this Agreement.</p>	Severability
16	<p>Any delay or failure of the Dealer to enforce any term or condition of this Agreement shall not constitute a waiver of such term or condition.</p>	Waiver
17	<p>All matters related to or arising from these terms and conditions will be interpreted and governed by Singapore law and subject to the exclusive jurisdiction of the courts of Singapore.</p>	Law and jurisdiction
18	<p>The Seller and the Dealer shall endeavour to resolve any dispute between them arising out of or in connection with this Agreement and/or any related agreements through friendly consultation. If no mutually satisfactory resolution can be reached within reasonable time, the Dealer may choose to refer the dispute on an exclusive basis for mediation in the Singapore Mediation Centre or for final resolution by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference into this provision.</p>	Dispute resolution

Signed

Signed

by Phayu Owner
as the Seller

by Siam Dealer Co Ltd.
for and on behalf of