

Your logo goes here

## Motorweb Cars

Registered trader: **Yes**  
 Trader registration no: **M654321**  
 2 Nuffield St  
 Newmarket, Auckland

Phone: 0800 MOTORWEB  
 Sales: 09 523 2510  
 Email: greg@motorweb.co.nz  
 Web: www.motorweb.co.nz

## Vehicle offer and Sale agreement

Invoice #:  
 Stock: **SAMPLE**

**MotorWeb**<sup>TM</sup>  
 Vehicle Information Authority

## 1990 Mitsubishi Pajero in Red - 4 NZ owners, x-rental

Registration	<b>APLATE</b>	VIN	Not recorded	Chassis No	<b>LO48G3098325</b>
Odometer	<b>200452 Km</b>	WOF Exp	<b>30-Jun-2004</b>	Engine No	<b>4035</b>
CC rating	<b>2300cc</b>	Licence exp	<b>24-Oct-2004</b>	First reg NZ	<b>28-Feb-1996</b>

I/we hereby offer to purchase the vehicle described above on the terms and conditions set out in this agreement

Name	<b>John A Smith</b>	Occupation	<b>Lion handler</b>	Email	<b>jasmith@lionsrus.co.nz</b>
Date of birth	<b>9-Jan-1965</b>	D/Lic No.	Not recorded	Phone	<b>09 555 6784</b>
Address	<b>321 RURU ST HOWICK, AUCKLAND</b>	Co Inc. No.	<b>AK12345678</b>	Mobile	<b>021 555 768</b>
Contact	<b>Jill B Smith on 021 555 987</b>	NZTA no.	<b>123456-789</b>	Fax	<b>09 555 876</b>

## I order the following accessories

Mats	\$	150
Tow bar	\$	325
Total accessories (Inclusive of GST)	\$	475

## Trade-in: 1992 Mazda Capella, AGB292

cc Rating	<b>1900cc</b>	Value (inc GST)	\$	3,000
Odometer	<b>156983 Km</b>	Less Encumbrances	\$	600
Owners	<b>2</b>	Less Other charges	\$	0
First Reg NZ	<b>21-Sep-2001</b>	Net allowable	\$	2,400
Chassis No	<b>GVER-105873</b>			
fs#: FS79G7829Z2K639D	DAMON JAMES MARIA		\$	600

I warrant that this trade-in information is correct and that all encumbrances are stated above

SIGNED: ..... (Purchaser)

## Insurance

Please arrange insurance at my cost as follows: Company **Protector** Amount **\$12995** Cover no. **x32456**

## No special conditions

## Consumers Guarantees Act 1993

It is a condition of sale that the Consumers Guarantees Act 1993 will not apply to any Goods or Services acquired for business purposes. To the extent permissible by law the provisions of the Consumers Guarantees Act 1993 do not apply to this Agreement. Any warranty is restricted to that warranty (if any) provided by the manufacturer of the vehicle.

## 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 appearing overleaf.

## Cancellation of uninvited direct sales

Under the Fair Trading Act 1986, the Purchaser has a right to cancel this Agreement in certain circumstances if it is an uninvited direct sales agreement. An uninvited direct sales agreement is one which falls under section 36K of the Act, including an agreement which is negotiated (without invitation by the Purchaser) in whole or part by phone or in the Purchaser's home or workplace and has a value of more than \$100. Cancellation may be made usually occur within 5 working days, unless the Trader has failed to disclose to the Purchaser their right to cancel, and such failure is not minor, in which case cancellation can occur at any time. I acknowledge that I have been informed about my rights to cancel. I believe that this was/was not (delete one) an uninvited direct sale.

## Consumer Information Notice (CIN)

A copy of the CIN which was attached to the vehicle has been provided to me and signed in acceptance by me.

## Used imports

Where the vehicle being purchased is a used import, I acknowledge that the Trader has explained to me that the odometer reading of the vehicle may be incorrect and that the Trader makes no warranty or representation as to the accuracy of the odometer reading.

## Retention of title

I understand that this purchase is subject to the retention of title clause overleaf.

## Privacy Act 1993

I authorise the Trader to obtain, retain and use information provided by or about me in the circumstances and for the purposes referred to in the Privacy Act clause overleaf.

## Declaration

I declare that I am authorised to sign this agreement and that the above details are true and correct. Furthermore, I agree to do all acts and sign all documents necessary to give effect to this agreement.

## Acceptance of offer

I understand that this offer is not accepted until signed by an authorised officer of the Trader.

## Trader's Acceptance

Signed: ..... Offer date: ...../...../.....  
 (Purchaser)

..... Date: ...../...../.....  
 (Authorised officer)

All prices include GST of 15%

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## Trader's Acceptance

Signed: ..... Offer date: ...../...../.....  
 (Purchaser)

..... Date: ...../...../.....  
 (Authorised officer)

All prices include GST of 15%

# Terms and conditions

## Trader

Wherever used the term "Trader" shall mean the vendor Motor Vehicle Trader registered under the Motor Vehicle Sales Act 2003.

## Payment of Purchase Price/Deposit

The Deposit shall be paid upon execution of this Agreement and the balance of the purchase price shall be payable contemporaneously with the delivery of the vehicle.

## Delivery

The Trader will deliver the vehicle to the Purchaser at the time on the day requested or as soon as is reasonably possible thereafter and the Purchaser will at the same time take delivery and pay the amount of cash on delivery. The Trader shall not be liable for any resultant direct or consequential loss or damage for non-delivery nor for delay in delivery of the vehicle.

## Risk

The vehicle shall be and remain at the Purchaser's risk in all respects as from the time when the Purchaser receives delivery of the same. The Purchaser may request that the Trader arranges insurance cover on behalf of the Purchaser but the Trader shall have no liability to the Purchaser as a result of any request being made to arrange insurance cover.

## Trade-in

If a trade-in is accepted as part payment of the purchase price of the vehicle, the Purchaser shall deliver the vehicle to be traded-in (the trade-in) with the same equipment and in as good condition as when appraised by the Trader. The Trader requires the trade-in to carry a warrant of fitness issued not more than 30 days prior to the date of the delivery to the Trader. The Trader's acceptance of the trade-in is conditional upon the Trader obtaining clear title to it at the time of delivery. The Purchaser acknowledges that the value placed on the trade-in is conditional upon the accuracy of any verbal representations made by him concerning the vehicle. The Purchaser acknowledges that the trade-in has been made freely and has not been demanded of the Purchaser as a condition of the sale. If the Purchaser fails to deliver the vehicle in accordance with the foregoing conditions, the Trader may nonetheless require the Purchaser to complete the purchase from the Trader in accordance with the terms set out in this agreement and the Purchaser shall in the absence of compliance with these terms be required to pay the full cash value of the vehicle being traded in.

## Special Conditions

This agreement shall be unconditional unless there is any condition specifically endorsed on the face hereof in which case this agreement shall become unconditional on fulfilment of the special condition provided that in the event the Purchaser does not give notice prior to the expiration of the time for the fulfilment of the special condition. This Agreement shall be deemed to be unconditional and the Purchaser shall be obligated to proceed with the Purchase of the motor vehicle unless advised in writing by the Trader that further performance of this Agreement is not required and/or is otherwise excused.

## Conditions relating to Vehicles

This Agreement is conditional on the Trader having the necessary stock available. The Trader shall not be bound to import into New Zealand and/or otherwise source vehicles within New Zealand in order to fulfil the Trader's obligations under this Agreement. If at the time for delivery the Trader has no or insufficient stocks in New Zealand the Trader shall be excused from performance of this agreement provided that the Trader may substitute a vehicle of a similar type and provide that vehicle for sale to the Purchaser.

## Alterations in Price

The Trader's prices for the provision of the vehicle and any component and/or part and/or product sold in relation to the vehicle are subject to change at any time and it is agreed that the purchase price for the vehicle shall be the purchase price in force at the time the vehicle is available for delivery provided that the Customer shall have the option to cancel this Agreement if the purchase price is more than 10% of the original price.

In the event of cancellation any cash deposit paid shall be forthwith returned to the Customer and any vehicle traded in shall be returned provided that at the sole option of the Trader the cash equivalent of the Trade-in Allowance may instead be paid to the Customer together with any cash deposit paid.

## Alteration in Specification

In the event of any alteration by the manufacturer or assembler in the design or specification of any model the Trader shall be entitled but not bound to deliver goods conforming to the altered design or specification in fulfilment of any order. In the event of such alteration the Trader may at its sole option cancel this Agreement and provide for the return of any cash deposit paid and/or any trade-in vehicle provided or at the sole option of the Trader the cash equivalent of the trade-in Allowance where the trade-in vehicle is not returned.

## Privacy Act

The Purchaser consents to the Trader, any financier and any credit-rating agency, making enquiries of, and/or obtaining and retaining any information about the financial standing and creditworthiness of the Purchaser from any person and/or source whatsoever, and supplying such information to any person considered to have a legitimate interest in such information. This consent shall continue as long as such persons have such a legitimate interest in such information.

The Purchaser consents to the Trader using information provided by or about the Purchaser and/or by a financier who is financing the balance due, for the purpose of advising the Purchase of any offers, goods or services available from the Trader.

The Purchaser has rights of access to, and correction of, personal information held by the Trader.

## Security Interest

Ownership in the vehicle and accessories supplied by the Trader shall not pass to the Purchaser until the Purchaser has delivered any trade-in to the Trader's premises and otherwise performed all obligations under this Agreement including but not being limited to making payment of the Purchase Price as required by the Agreement.

The Purchaser acknowledges and grants to the Trader a Purchaser Money Security Interest in the Vehicle and authorises the registration of such an interest on the Personal Property Securities Register.

As collateral security and to the extent the PMSI is not sufficient to cover the monies due pursuant to this Agreement the Purchaser grants a security interest on the same terms and conditions as outlined in the standard terms and conditions of General Security Agreements as published by the Auckland District Law Society from time to time. The Purchaser will do all acts and sign all documents necessary to perfect the security interest.

The Trader may register its security interest on the Personal Property Securities Register. The Purchaser shall pay all costs incurred in the registration and maintenance of the security interest.

If the Purchaser has not paid for any goods when due, the Trader may repossess and sell such goods and any products into which the goods are incorporated in order to satisfy any outstanding liability owed by the Purchaser, even if the Trader does not have priority over other persons having security interest in the goods and sections 108, 109, and 120 of the Personal Property Securities Act 1999 ("PPSA") shall not apply to the extent that they are inconsistent with this clause.

In the event of repossession, the Trader or its representative may enter premises where goods are stored in order to effect the repossession. The Trader shall not be liable for any costs or losses arising from this.

The Purchaser waives any right to receive a verification statement under the PPSA and to the extent permitted by law, sections 114(1)(a), 133 and 134 of the PPSA shall not apply to this agreement and the Purchaser will have none of the rights referred to in the following sections of the PPSA : 116, 117(1)(c), 119, 120(2), 125-127, 129, 131 and waives its rights to object under sections 121 and 132.

## **Identity of Contracting Party**

The Purchaser shall provide a copy of their driver's license (in the case of private individuals/partners/trustees) or certificate of incorporation (in the case of companies) or other legal document to verify their identity at the time this Agreement is executed. The Purchaser consents to the Trader verifying and validating such information with the NZ Transport Agency or any such other third party the Trader considers necessary.

## **Limitation of Liability**

This document constitutes the entire Agreement between the parties and the Purchaser acknowledges that the Purchaser has not relied upon any representation made by the Trader in entering into this Agreement having undertaken their own independent inquiries into the vehicle and in making the decision to purchase the vehicle.

Except as expressly provided in these Terms and Conditions, all representations or warranties (statutory, express or implied), except any which may not lawfully be excluded, are expressly excluded, including the implied warranties of merchantability and fitness for a particular purpose.

## **Disputes**

If the Purchaser is unable to obtain a response to his satisfaction, the Trader manager shall be personally informed before the Purchaser takes any further action. The Motor Vehicle Sales Act 2003 provides that the Motor Vehicle Disputes Tribunal can hear and determine applications or claims made against a motor vehicle trader under the Sale of Goods Act 1908, the Fair Trading Act 1986 and the Consumer Guarantees Act 1993. The Tribunal can hear claims of up to \$50,000. The parties agree that any claims in excess of \$50,000 are to be referred to Arbitration in accordance with the provisions of the Arbitration Act 1996.

## **Costs**

Any costs incurred in recovering any outstanding monies under this agreement (on a solicitor-client and/or indemnity costs basis) including all actual costs incurred with any debt collection agency and/or recovery of such amounts as well as interest at the rate of 15% per annum calculated daily on any outstanding amounts shall be recoverable from the Purchaser. The payment of any taxes associated with the vehicle and/or its purchase shall be the responsibility of the Purchaser.

## **Notices**

To the extent that any notices are required to be provided to the Purchaser these notices can be provided in writing and sent by mail to the last known address of the Purchaser and/or the Purchaser's address outlined on the Agreement and the sending of such notice in this manner and to such an address shall be deemed to be effective notice to the Purchaser.

## **Alterations to Terms and Conditions**

The Trader may alter these terms and conditions at any time.

## **Purchasers Inquiries**

The Trader has relied upon information from agencies and databases operated and maintained by the government of New Zealand through various agencies including but not limited to the NZ Transport Agency, Ministry of Economic Development and other government departments and/or agencies. The Trader nor any agency licensed to supply information from the government databases has verified the accuracy of the information contained within such databases nor does the government and its agencies, the Trader and/or any agency or entity providing information to the Trader warrant and/or certify that the information is accurately recorded or that the databases accurately reflect what the information contained on them purports to represent (whether as to any matter of fact or otherwise). The Purchaser has made their own inquiries into all matters contained on the register including but not limited to the description of the vehicle outlined in this Agreement for Sale and Purpose and/or any detail, specification and/or information concerning the vehicle (including but not limited to the year of first registration of the vehicle, its odometer reading and/or otherwise).

The reference to the year of the vehicle is the year of first registration in New Zealand and/or overseas where the vehicle is imported into New Zealand. It does not purport to warrant the year in which the vehicle was assembled nor the age of the vehicle in question.

The Trader has not undertaken sufficient investigation to warrant that the odometer reading accurately reflects the distance travelled in the vehicle. No warranty is given in respect of the distance travelled.

The Purchaser has made his or her own inquiries and has satisfied him or herself as to the information contained in this Agreement for Sale and Purchase and has not relied on any representation made by the Trader whether verbal and/or in writing.

## **Exclusion of Liability**

The Trader shall have no liability to the Purchaser whether arising through the wilful and deliberate acts and/or the negligence of its employees, agents, contractors and/or officers for any breach of the terms of this Agreement howsoever the claim arises and all liability shall be excluded (this exclusion extends to but is not limited to any indirect and/or consequential losses that may be said to be suffered by the Purchaser its successors and/or assigns). The Purchaser has not communicated any special circumstances to the Trader as to the use to which the vehicle is to be put. The Trader is not responsible for any delays in delivery of the vehicle whether beyond the Trader's control or not.