

Vehicle Sale & Purchase Agreement

Terms and Conditions

1) **Delivery**

The Dealer will deliver the Chattels, plus any Extras (collectively "Chattels") to the Purchaser at the dealer's premises, time and date noted on the front of this agreement or so soon thereafter as is reasonably possible, at which time, the Purchaser will immediately take and accept Delivery of the Chattels.

2) **Liability**

1) The Dealer shall not be liable for any damage or loss to the Purchaser, whether direct or consequential, if that damage or loss arises out of:

- a) Non-delivery; and/or
- b) Delay in delivery of the Chattels by or on behalf of the Dealer;

2) Under no circumstances shall the Dealer be liable to any person for any consequential damage or loss suffered by that person, insofar as that consequential damage or loss exceeds 1% of the Total Price.

3) **Passing of Title**

Risk, Title, ownership, possession and the right to possession of the Chattels shall only pass to the Purchaser:

1) In the case of a cash purchase, when the Purchaser has:

- a) Delivered any Trade-in to the Dealer (see clause 5 of this Agreement); and
- b) Paid any balance to be paid in full, to the Dealer by bank cheque; or

2) In the case of a purchase on Hire Purchase terms, when the Purchaser has:

- a) Executed all Hire Purchase documents required by the Dealer to be executed; and
- b) Made payment to the Dealer in full.

4) **Trade-In**

1) If the Dealer accepts goods by way of trade-in ("Trade-in") as part payment of the Total Price of the Chattel, the Purchaser shall deliver the Trade-in to the Dealer with the same equipment and in the same condition as when earlier appraised by the Dealer.

2) The Purchaser represents and warrants that subject only to liability for the amount noted as Owing on the Trade-in on the face of this agreement:

- a) The Purchaser has title to the Trade-in; and
- b) The Trade-in is unencumbered; and
- c) The Trade-in is at the Purchaser's sole disposal;

3) The Purchaser acknowledges that the Dealer accepts the value of the Trade-in as noted on this agreement:

- a) On the basis of the accuracy of any verbal representations made by the Purchaser, concerning the Trade-in; and
- b) Subject to the condition in which the Trade-in is delivered to the Dealer in accordance with subclause (1) of this Clause.

4) If the condition of the Trade-in upon delivery to the Dealer fails to comply with either:

- a) The Dealer's earlier appraisal of the Trade-in; or
- b) The Purchaser's description of the Trade-in to the Dealer;

the Purchaser acknowledges that the Dealer may, at the Dealer's sole discretion, amend the Value and Equity of the Trade-in, as noted on the face of this agreement, so as to reasonably and fairly comply with the condition of the Trade-in upon its delivery to the Dealer;

5) Subject to the terms and conditions of this clause, title to any Trade-in shall pass to the Dealer following delivery of the Trade-in to the Dealer. The Trade-in shall be at the risk of the Dealer following delivery.

5) **Balance to be Paid**

1) Notwithstanding the Purchaser's obligation to pay any Balance to be paid, in full, in cash or by bank cheque, the Dealer may, at the Dealer's sole discretion, accept in payment of the Balance (in part or in full) any suitable cheque or negotiable instrument;

2) Title to the Chattels shall, under no circumstances pass to the Purchaser, and the Balance shall not be deemed to have been paid to the Dealer until any cheque or negotiable instrument, referred to in subclause 1 of this clause, has been honoured, and any Balance to be paid is fully satisfied.

6) **Consumer Guarantees Act**

Nothing in this Agreement shall limit the Purchaser's rights under the Consumer Guarantees Act ("Act"). If any provision of this Agreement is inconsistent with the Act's provisions, then to the extent of that inconsistency only, the Act shall prevail. Otherwise, the terms of this Agreement shall determine all rights and duties of the parties in respect of this Agreement.

7) **Warranty**

The Purchaser shall be entitled to any standard manufacturer's warranty on the boat, motor, trailer and chattels (subject to the terms of that warranty)

Kev & Ian's Marine warrants to the Purchaser that during these warranty periods, at its option, will repair, replace, or adjust free of charge at the premises: 71 Druces Road, Wiri during normal working hours any part of the vessel which it finds to be defective in factory materials or workmanship under normal use and operation: Provided that:

(a) the part has not become defective as a result or consequence of the owner's failure:

- (i) to properly use or operate the vessel in accordance with the manufacturers recommendations.
- (ii) to have the vessel maintained as per the manufactures recommendations or annually, whichever occurs first.

(b) the vessel is delivered to 71 Druces Road, Wiri. (the expenses of transporting Product to and from Kev & Ian's Marine for warranty service are to be borne by the owner).

7a) **Warranty Exclusions**

Expenses related to haul-out, launch, towing, storage, rental, inconvenience, slip fees, insurance coverage, loan payments, loss of time, compensation, loss of income or any other type of incidental or consequential damages.

Damage to products caused by misuse, neglect, fire, theft, normal wear and tear and water ingestion.

Damage resulting from rust or corrosion.

Cosmetic or paint changes due to the exposure to the elements and or salt water.

8) **Deposit, Cancellation, Settlement**

1) If the Purchaser fails to pay the deposit by the deposit date, the Dealer may, at the Dealer's absolute discretion, and at any stage after the deposit date, cancel this agreement.

2) This agreement becomes unconditional either upon signing of this Agreement, or in the event any conditions are listed on the front, when those conditions are satisfied. The Purchaser may only cancel this agreement prior to the unconditional date, whether or not a deposit has been paid, in the event the conditions are not satisfied for any reason.

3) If either party cancels this agreement in accordance with this clause, the Dealer shall return to the Purchaser without deduction any deposit paid by or on behalf of the Purchaser.

4) Payment of the balance of the purchase price becomes due on settlement date.