

## TERMS AND CONDITIONS

1. **DEALER.** Wherever used the term 'Dealer' shall mean the vendor.
2. The term 'vehicle' shall include tractors, trailers, implements, boats, appliances, chattels, and all kinds of plant, machinery or other goods generally.
3. **DELIVERY.** The dealer will deliver the vehicle to the Purchaser at the time on the day requested or so soon thereafter as is reasonably possible and the Purchaser will take delivery thereof forthwith upon it becoming available. The Dealer shall not be liable for non-delivery nor for delay in delivery on the part of the Dealer from whatever cause nor for any direct or consequential loss or damage arising therefrom.
4. **TITLE AND POSSESSION.** Neither title nor possession nor the right to possession shall pass to the Purchaser until (i) all Payments have been made, including payment of any cheque on presentation and (ii) the Trade-in (if any) has been delivered to the Dealer together with the Certificate of Registration and Transfer of Ownership correctly executed, and (iii) the Dealer has obtained unencumbered title to the Trade-in (if any), and (iv) all documents in respect of any Balance Outstanding are executed by the Purchaser.
5. **a TRADE-IN.** Subject to the provisions of this Clause the Dealer's willingness to accept the vehicle described as the Trade-in is conditional upon the Dealer obtaining unencumbered title to it and upon the Trade-in being delivered to the Dealer in at least the same or better condition as when last inspected by the Dealer and carrying a warrant of fitness issued not more than 30 days prior to the date of its delivery to the Dealer. If the Purchaser fails to deliver the Trade-in in accordance with the foregoing conditions the Dealer may nonetheless require him to complete the purchase from the Dealer in accordance with the terms set out in this Agreement save that the Purchaser shall pay the Net Allowance for Trade-in cash except insofar as the Dealer may agree to finance the same as additional Balance Outstanding. If the Purchaser fails to complete the purchase from the Dealer, the Dealer shall be entitled either to cancel this contract entirely or to require the Purchaser to sell the Trade-in to him for a price equivalent to the Net Allowance and otherwise on the conditions hereinbefore set out.
5. **b** The Purchaser warrants that in respect of any Trade-in accepted by the Vendor for the purposes of this Agreement that such Trade-in is the property of the Purchaser and will upon delivery to the Vendor be unencumbered and not subject to any charge or encumbrance to any other party whatsoever to the intent that the Vendor will obtain clear title in respect of such Trade-in agreed to be purchased in terms of this Sales Agreement.
6. **RISK.** The goods shall be and remain at the Purchaser's risk in all respects as from the time when the Purchaser receives delivery of the same.
7. **PURCHASER'S ACKNOWLEDGEMENT.** The Purchaser acknowledges that the Trade-in had been made freely and has not been demanded of the Purchaser as a condition of the sale.
8. **TITLE.** Title to any Trade-in shall not pass to the Dealer until delivery thereof to the Dealer.
9. **DEPOSIT ON SIGNING.** The amount shown as the Deposit on signing is the consideration binding the parties to this Agreement. The amount shall be applied against the purchase price. In the event that the Agreement becomes unconditional and the Purchaser does not complete the transaction, the deposit shall be forfeited to the Dealer.
10. **SPECIAL CONDITIONS.** This Agreement shall be conditional only on any condition specifically endorsed on the face of this Agreement as a Special Condition. On the fulfilment of the Special Conditions, and in the absence of any Special Conditions this Agreement is unconditional.

## CONDITIONS RELATING TO NEW VEHICLES:

11. **AVAILABILITY OF STOCKS.** The Dealer shall not be bound to import goods to fulfil this contract. If at the time for delivery the Dealer has no or insufficient stocks in New Zealand the Dealer shall be excused from performance.
12. **ALTERATIONS IN PRICES.** The Dealer's prices may be altered at any time and all goods, components and parts therefor, and other products are sold subject to the prices ruling at the time of delivery. In the event of the total gross cost on the date of delivery being greater than that shown on the face hereof this Order shall be construed as if the total gross cost at the date of delivery was substituted for the total gross cost shown on the face hereof. In any such event the Purchaser shall have the option within 24 hours of receiving notification of such price increase of cancelling the order and having the cash deposit refunded and the Trade-in (if any) returned, provided that where the Trade-in has been sold or otherwise disposed of, the Purchaser shall be entitled only to the amount set out on the face hereof as the allowance on the Trade-in in lieu of its return.
13. **ALTERATIONS IN SPECIFICATION.** In the event of any alteration by the manufacturer or assembler in the design or specification of any model the Dealer shall be entitled but not bound to deliver goods conforming to the altered design or specification in fulfilment of any order.
14. **WARRANTIES AND CONDITIONS.** It is expressly agreed that no representation condition warranty or promise, expressed or implied, applies to this Agreement or the sale to be effected pursuant to it other than the manufacturer's written warranty (if any) given to the Purchaser upon delivery.