

AGREEMENT FOR SALE OF USED VEHICLES

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE THAT THE SALE OF THE VEHICLE BY COMPANY PTE LTD TO YOU IS GOVERNED BY THE TERMS OF THIS SALES AGREEMENT AND THE STANDARD TERMS AND CONDITIONS OF SALE OVERLEAF.

Executed by the Parties on the above date.

**Signed for and on behalf of
Company Pte Ltd**

**Signed by / for and on behalf of*
the Customer**

Authorised Signature / Date

Purchaser's Signature / Date

**please delete accordingly*

STANDARD TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

1.1 In these Conditions “**Agreement**” means the agreement between the Company and the Customer for the purchase and sale of the Vehicle, evidenced by and on the terms of the Sales Agreement and these Conditions; “**Authorised Representative**” means a person nominated by the Company to be its authorized representative; “**Company**” means **COMPANY PTE LTD**; “**these Conditions**” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and an Authorised Representative; “**Customer**” means the person named in the Sales Agreement; “**Deposit**” means the deposit referred to overleaf; “**Agreed Price**” means the price of the vehicle as stated overleaf; “**Party**” means either the Company or the Customer and “**Parties**” means the both of them; and the “**Vehicle**” means the vehicle described overleaf.

1.2 In these Conditions: (a) Clause headings are inserted for convenience of reference only and shall not affect the interpretation of this Agreement; (b) Words importing the plural shall, except where the context otherwise requires, include the singular and vice versa; (c) Any reference to a statute or statutory provision shall be deemed to include any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and any orders, regulations, instruments or other subsidiary legislation made thereunder.

2. BASIS OF THE SALE

2.1 The Company shall sell and the Customer shall purchase the Vehicle at the Agreed Price, subject to these Conditions, which shall govern this Agreement.

2.2 The Company shall sell and the Customer shall purchase the Vehicle on an “**as is where is**” basis. Unless otherwise agreed in writing by the Company and to the extent as permitted by law, including the Consumer Protection (Fair Trading) Act Chapter 52A, the Company’s employees or agents are not authorized to make any representations concerning the Vehicle and in entering into the Agreement the Customer acknowledges that he does not rely on, and waives any claim for breach of, any such representations.

2.3 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage application or use of the Vehicle, is followed or acted upon entirely at the Customer’s own risk and accordingly the Company shall not be liable for any such advice or recommendation.

2.4 Any typographical, clerical or other error or omission in the Agreement, any sales literature, quotation, price list, acceptance of offer, invoice or other documents or information issued by the Company may be corrected without any liability on the part of the Company.

3. PRICE OF THE VEHICLE

3.1 The price of the Vehicle shall be the Agreed Price.

3.2 The Company reserves the right by giving notice to the Customer at any time before delivery of the Vehicle to the Customer, to increase the price of the Vehicle to reflect any change in the market conditions as allowed under the law or any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation any increase in goods and services tax, vehicle registration fees, or any other taxes, levies or duties) or any delay caused by any instructions of the Customer or failure of the Customer to give the Customer adequate information or instructions, and the Customer shall pay such increase in price in addition to the Agreed Price.

4. TERMS OF PAYMENT

4.1 The Deposit is payable in full by the Customer on the signing of this Agreement and is not transferable.

4.2 In the event of cancellation of the Agreement by the Customer, the Deposit is not refundable unless agreed upon.

4.3 The Customer shall pay the Agreed Price in full before the transfer of the Vehicle. The time of payment of the Agreed Price shall be the essence of the Agreement. The Vehicle will not be transferred to the Customer until such payment has been received.

4.4 If the Customer fails to make payment in full on or before the time specified in clause 4.3, then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to (a) Charge the Customer interest (both before and after any judgment) on the amount unpaid at the rate of 12% per annum or at such other rate(s) as may be agreed between parties at the time of contract or (b) Forfeit the Deposit.

5. TRADE-IN VEHICLE

In the case where the trade-in vehicle is collateral to the Agreement:

5.1 The Customer hereby warrants that the trade-in vehicle (if any) described herein is the Customer's property, free of all liens and/or encumbrances except as set out herein.

5.2 Title to the said trade-in vehicle shall not pass to the Company until delivery of the vehicle to the Company.

5.3 If the said trade-in vehicle is not delivered to the Company by the time and date as provided of in this Agreement or a separate Sale and Purchase Agreement entered into by parties (whichever is applicable and for the avoidance of doubt, the later set of time and date of delivery shall prevail) then any allowance, set-off or price of the trade-in vehicle

may be revised by the Company at the time the said trade-in vehicle is actually received by the Company.

5.4 If for any reason, purchase of the vehicle under this Agreement is not carried through and if the said trade-in vehicle has been delivered to the Company and sold by the Company prior to the cancellation of this Agreement, it shall be accounted for by the Company at the price sold, less retail price of all material and labour expended in re-conditioning the said trade-in vehicle in addition to an amount equivalent to ___ () percent of the gross sale price or a sum of \$500.00 (whichever shall be higher) to defray handling and selling costs.

5.5 If for any reason, purchase of the vehicle under this Agreement is not carried through and if the trade-in vehicle is delivered to the Company and not sold, the Company may return it to the Customer and thereupon any credit for the said trade-in vehicle shall be cancelled and title therein shall pass to the Customer and the Customer shall pay the usual charges of ___ per day for any storage, all reasonable costs incurred by the Company and re-conditioning of the said trade-in vehicle while in the Company's possession.

6. DELIVERY

6.1 Delivery of the Vehicle shall be made by way of the Customer collecting the Vehicle at the Company's premises during office hours within 3 days of the notification from the Company that the Vehicle is ready for collection.

6.2 Any date quoted for delivery of the Vehicle is an estimate only and the Company shall not be liable for any damage or loss whether arising directly or indirectly out of any delay in delivery.

6.3 If the Customer fails to take delivery of the Vehicle within the period stated in clause 6.1 or fails to give the Company adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled at its option to: (a) Forfeit the Deposit by way of liquidated damages; or (b) Sell the Vehicle on its own account at such price and upon such terms as it may deem fit, and charge the Customer for any shortfall below the Agreed Price under the Agreement (the Customer receiving credit for the Deposit) as well as any storage and selling expenses incurred, by way of liquidated damages. The Company shall be entitled to any increase in price over the Agreed Price upon such sale of the Vehicle; or (c) Store the Vehicle until actual delivery and charge the Customer for the costs (including insurance) of storage.

7. RISK AND PROPERTY

7.1 Risk of damaged to or loss of the Vehicle shall pass to the Customer at the time when the Customer takes delivery of the Vehicle pursuant to clause 6 above.

7.2 Notwithstanding delivery and the passing of risk to the Vehicle or any other provision of these Conditions, the property in the Vehicle shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the Agreed Price and of all other goods agreed to be sold by the Company to the Customer for which payment is then due.

8. WARRANTIES AND LIABILITY

8.1 The Customer warrants to the Company that it has full capacity, power and authority to be registered as the owner of the Vehicle, to enter into this Agreement and to enter into hire-purchase arrangements with the Company.

8.2 The Customer acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, guarantee, warranty or other provision, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law, except as may be expressly provided in this Agreement.

8.3 To the fullest extent permitted by law, the Company shall not be liable for any indirect, incidental, special or consequential damages including but not limited to damages for loss of profits or goodwill (even if the Company has been informed of the possibility of such damages) arising from the sale of the Vehicle or a breach of its obligations under this Agreement.

8.4 The Company shall not be liable to the Customer or be deemed to be in breach of the Agreement by reason of any delay in performing or any failure to perform, any of the Company's obligations in relation to the Vehicle of the delay or failure was due to any cause beyond the Company's reasonable control "Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Company's reasonable control: (a) Act of God, explosion, flood, tempest, fire or accident; or (b) War or threat of war, sabotage, insurrection, civil disturbance or requisition; or (c) Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any relevant authority; or (d) import or export regulations or embargoes; or (e) Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party); or (f) Difficulties in obtaining raw materials, labour, fuel parts or machinery; or (g) Power failure or breakdown in machinery.

9. THIRD-PARTY WARRANTY:

9.1 The Company shall not be responsible for any damage loss, cost or expenses of every description to persons or property arising as a result of use of the vehicle or otherwise relating to the vehicle.

9.2 The Customer acknowledge and agree that the Company make no warranty condition or representation with respect to the CNG conversion, installation or any parts associated with CNG, including but not limited to the concession of taxes granted by LTA or any Authorities concerned and that the risk of any loss or damage to or deterioration of the vehicle shall be borne by the Customer from the date of delivery of the vehicle and the Customer shall have not have any claim against the Company in respect thereof including and not limited to any loss or damage.

9.3 In the case of warranty being provided by the Company, unless otherwise expressly stated as a special condition herein or in the Company's service and warranty booklet, no warranty condition or representation by the Company is given or implied by the Agreement nor is any warranty condition or representation to be taken to have been given by the Company or implied from anything said or written in the negotiations between the parties or their representatives prior to the Agreement and any statutory or other warranty condition or representation express or implied as to the stated quality or fitness of the vehicle and goods subject to this Agreement is hereby expressly excluded.

9.4 In the case of warranty being provided by **Third Party** and not the Company, unless otherwise expressly stated as a special condition herein, no warranty condition or representation by the Company is given or implied by the Agreement nor is any warranty condition or representation to be taken to have been given by the Company or implied from anything said or written in the negotiations between the parties or their representatives prior to the Agreement and any statutory or other warranty condition or representation express or implied as to the stated quality or fitness of the vehicle and goods subject to this Agreement is hereby expressly excluded.

10. HIRE-PURCHASE FINANCING :

10.1 At the Customer's request and subject to a payment of abortive handling fee of _____ the Company may (but is not obliged) assist the Customer in applying / obtaining financing for the purchase of the vehicle.

10.2 If the financial institution accepts the offer and the Company receives from the financial institution the Letter of Release or full payment thereunder then (but not otherwise), the Company may offer to sell the vehicle to a finance institution of its choice at the price and further proceed to transfer the registered ownership of the vehicle to the Customer as required by the financial institution and upon these conditions for the purpose of enabling such financial institution to let the vehicle on hire purchase terms to the Customer, but in all other respects, the provisions in this Agreement shall survive and continue to apply as if the Customer had purchase the vehicle from the Company pursuant hereto.

10.3 Any failure whether on the part of the Company or the Customer to obtain the necessary financing will not affect the Customer's obligations hereunder.

10.4 The Company hereby reserves the right in not disclosing to the Customer any reason for the rejection of the finance application by the financial institution(s) and/or variation of any terms of offer made or stipulation by the financial institution.

11. GENERAL

11.1 Any notice or communication under or in connection with these Conditions shall be in writing and shall be delivered personally, or by post or facsimile to such address as the recipient may have notified to the other Party. Proof of posting or dispatch of any notice or communication to a Party shall be deemed to be proof of receipt: (a) in the case of a letter posted in Singapore on the third working day after posting; (b) in the case of facsimile, when confirmed by an activity report indicating that the correct number of pages was sent to the correct facsimile number and that such facsimile message was well-received.

11.2 No variation, modification or waiver of any provision of this Agreement nor consent to any departure by any Party therefrom, shall in any event be of any force or effect unless the same shall be confirmed in writing, signed by that Party, and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.

11.3 The waiver by either Party of a breach or default of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either Party to exercise or avail itself of any right or power or privilege that it has or may have under this Agreement operate as a waiver or any breach or default by the other Party.

11.4 This Agreement supersedes all prior agreements, arrangements and understandings between the Parties and shall constitute the entire agreement between the Parties relating to the subject matter of this Agreement.

11.5 Each provision of this Agreement shall be constituted separately and notwithstanding that the whole or any part of any such provision may prove to be illegal or unenforceable, the other provisions of this Agreement and the remainder of the provision in question shall continue in full force and effect.

11.6 This Agreement shall be binding upon and enure for the benefit of the successors in title of the Parties.

11.7 The Customer shall not without the written consent of the Company assign, mortgage or otherwise dispose of any of its rights or sub-contract or otherwise delegate any of its obligations, under this Agreement. The Company may freely assign this Agreement and its rights and obligations.

11.8 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) (Cap.53B) to enforce any of its terms.

11.9 This Agreement is governed by and shall be construed in accordance with the laws of Singapore. The Parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.