

AGREEMENT FOR SALE OF NEW VEHICLES

I/We the Customer have read and understood the **IMPORTANT FOOTNOTE** herein and the Terms & Conditions printed overleaf, all of which form part of this Agreement.

Signed for and on behalf of
COMPANY PTE LTD

.....
Customer 's Signature / Date

.....
Authorised Signature

- Important:
- (1) This Agreement is not transferable and only the name mentioned in this agreement is recognized for the registration of the said vehicle on order.
 - (2) The above price is subject to change without notice and only price ruling on date of registration will apply.
 - (3) Package price subject to Certificate of Entitlement (COE) Bidding Agreement (where applicable).
 - (4) Minimum deposit as is stated in the COE Bidding Agreement is required for COE Bidding.
 - (5) Full payment must be made before registration.
 - (6) Price sold are subject to In-house Finance/ In-house Finance Arrangement & Insurance.
 - (7) This Agreement is not binding on Vendor unless accepted and duly signed by the Company.
 - (8) Unless stated, no claim or refund of Tax Rebates (if any) is to arise.

FOR NON-GUARANTEED PACKAGE, DEPOSIT WILL BE REFUNDED AFTER () UNSUCCESSFUL BIDS. AS FOR ALL COE BIDDING PACKAGE OR ARRANGEMENT, THE COE BIDDING AGREEMENT APPLIES
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PLEASE SEE REVERSE FOR CONDITIONS OF SALE

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 Sale 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 standards 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 Sale 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 “**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. ENTIRE AGREEMENT:

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, these conditions which supersede any earlier sets of conditions appearing in the Company’s catalogues or elsewhere shall override any terms and conditions stipulated incorporated or referred to by the Customer whether in the order or in any negotiations and all guarantees, warranties or conditions (including any conditions as to quality or fitness for any particular purpose) whether expressed or implied by statute common law or otherwise are excluded and hereby negated .

3. DEPOSIT:

3.1 Unless as otherwise expressly provided in this Agreement, Deposits are not refundable in the event of cancellation of this Agreement and shall be forfeited to the Company without prejudice to the Company’s rights to claim or recover from the Customer any damage or loss which the Company may have suffered.

3.2 If the Customer should repudiate /cancel this Agreement and such repudiation / cancellation is accepted by the Company, the Deposits shall be forfeited without prejudice to the Company’s rights to claim or recover from the

Customer any damage or loss which the Company may suffer or incur by reason of the said repudiation.

3.3 The Company shall not be liable to pay and the Customer shall not be entitled to any interest on the Deposits.

4. PAYMENTS:

4.1 All payments must be made when due, direct to the Company only and in exchange for the Company's official receipt. Payment by cheque, postal or money order must be crossed "A/C PAYEE ONLY" and made payable to **(COMPANY PTE LTD)**. Interest on late payment will be charged at 12% p.a. on a daily basis from the due date until payment in full is received by the Company.

4.2 The Company will be entitled to suspend registration or delivery of the Vehicle or to allocate the Vehicle to another customer upon the Customer's default in payment of any monies.

5. PRICE:

Prior to the transfer of ownership or delivery of the Vehicle as the Company may stipulate, the Customer will pay in full the price quoted in the Agreement and all increases in such price due to any increase in Government tax, increase in transfer fee, levies, increase in costs of transportation, sales tax, increase in rate of freight or alteration of duties (the "Increased Costs") as the Company may notify the Customer prior to actual delivery of the Vehicle.

6. DELIVERY:

6.1 Any date named by the Company for delivery is an estimate only and unless agreed to and stated in this Agreement, the Company will not be liable for any loss or damage whether arising directly or indirectly from any delay in delivery or during transit.

6.2 The Customer will take delivery of the Vehicle at the Company's premises on the Delivery Date. 'Delivery Date' means such date including any extension thereto as may be notified by the Company. Delivery at any other location as may be agreed is at the Customer's risk as regards loss or damage in transit or otherwise.

6.3 Risk of loss or destruction or damage to the Vehicle shall pass to the Customer from the Delivery Date whether or not the Customer has taken delivery.

6.4 If for any reasons the Customer fails to take delivery on the Delivery Date or to pay any monies due hereunder whereby Delivery is suspended, or if the Delivery Date is (at the Customer's discretion) extended at the Customer's request, the transportation handling and storage of and insurance for the Vehicle

from the Delivery Date until actual delivery of the Vehicle to the Customer will be at the Customer's costs and risk.

7. INSPECTION:

The Customer shall inspect the Vehicle immediately upon notification that the Vehicle is due and ready for delivery and shall within **three (3) days** from such inspection give notice in writing to the Company of any matter or thing by reason whereof he alleges that the Vehicle is not in accordance with this Agreement. If the Customer shall fail to give such notice within the time specified the Vehicle shall be deemed to be in all respects in accordance with this Agreement and the Customer shall be bound to accept and (if payment has prior thereto not been made) pay for the same accordingly.

8. CERTIFICATE OF ENTITLEMENT ("COE."):

1. Unless expressly provided in this Agreement, the price quoted does not include the costs of any Certificate of Entitlement required for the Vehicle. At the Customer's request, the Company may (but is not obliged to) and subject to the Customer and the Company entering into a COE Bidding Agreement at the Company's standard terms from time to time in force, bid for COE. on the Customer's behalf.

2. If the Company is to bid for the Certificate of Entitlement on the Customer's behalf, the Customer and the Company shall enter into a Certificate of Entitlement Bidding Agreement for the bidding of a Certificate of Entitlement and the Customer shall not make a bid on his own but if he does so, the Company shall be entitled to forfeit the Customer's deposits in both the Certificate of Entitlement Bidding Agreement and this Agreement shall be deemed as null and void and parties shall be discharged from their respective obligations thereafter.

3. The Company shall have the right to cancel this Agreement if the Customer or the Company fails to secure a Certificate of Entitlement after _____ () days from the date of this Agreement or the period or number of attempts as provided in the Certificate of Entitlement Bidding Agreement, whichever is the earlier and the Company shall have the right to charge the Customer a minimum administrative fee of _____ or the amount as provided for in the Certificate of Entitlement Bidding Agreement, whichever is the higher.

9. REGISTRATION:

9.1 The Company has the sole discretion in deciding the particular Vehicle to be allocated to the Customer hereunder provided that the Vehicle is of the model and colour the Customer agreed to buy. The Customer shall not have any right or interest whatsoever in any particular Vehicle by virtue of the same having been

allocated to him unless and until registration is effected as the Company reserves the rights to re-allocate or sell the particular Vehicle to another person. The Customer must accept the computer assigned Vehicle number provided by the Land Transport Authority (LTA).

9.2 The Customer shall submit all relevant documents including identity card/passport, insurance cover note and COE, if not inclusive hereunder to the Company within **seven (7) days** from the date of the notification that: (a) a COE is successfully bidded; or (b) the Vehicle is ready for registration; whichever is earlier.

9.3 The Company shall be entitled to a grace period of fourteen (14) days from the date the Customer paid all outstanding sums hereunder and or submitted all the relevant documents whichever is later, to prepare for registration and delivery of the Vehicle. PROVIDED ALWAYS that the Company shall not be bound to register the Vehicle until the Customer has paid all outstanding sums hereunder.

9.4 The Company is entitled and duly authorized to procure and utilize PARF certificate(s) whether in the Customer's name or otherwise for the purpose of paying or offsetting the PARF for the Vehicle. As such the Customer undertakes to assist the Company in any manner requested and unless stated otherwise, agrees to waive his rights to submit his own PARF certificate(s) for the said purposes in payment or reduction of the Agreed Price. For avoidance of doubt, the Agreed Price shall remain the same and unaffected if the Company exercises its rights hereunder.

10. PARF & COE RESIDUAL PAPER:

Unless stated otherwise, the Company reserves the right to utilize its PARF & COE residual papers in the cause of registering the Vehicle and in the event that the Customer's PARF and or COE rebates will be used, they will be treated as overtrade discount and as such the Customer undertakes to assist the Company in any manner requested to effect the transfer, sale, registration or claim for refund(s).

11. VEHICLE SPECIFICATIONS:

The Vehicle is supplied in accordance with the printed catalogues of the **Company** or the **Manufacturer** or **Third Party** as the case may be subject to such modifications or changes thereto without notice. Upon accepting delivery of the Vehicle, the Customer will be deemed to have accepted the Vehicle in good condition and order in accordance with the contractual specifications.

12. FORCE MAJEURE:

Notwithstanding anything herein, the Company will not be liable for any loss or damages suffered by the Customer in consequence of any delay or failure in performance of the Company's obligations hereunder by reason of any force

majeure cause or any other cause beyond the Company's control. The Company may at any time upon the occurrence of such cause forthwith by written notice determine this Agreement and the Customer will have no claim whatsoever against the Company under or in connection with this Agreement.

13. HIRE PURCHASE FINANCING:

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.

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.

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.

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.

14. DEFAULT:

It is hereby agreed that if the Customer should on his part fail to observe or comply with any of the stipulations herein contained, the said Deposit shall be forfeited to the Company by way of liquidated damages and the Company shall be at liberty (on his own account) to sell or otherwise deal with or dispose of the Vehicle in such manner as it may deem fit. And any deficiency in price which may result in and all expenses attending to a resale or attempted resale shall be made good and paid for by the Customer and recoverable by the Company as liquidated damages (the buyer receiving credit for the deposit). Any increase of price on a resale shall belong to the Company.

15. LIEN:

In addition to any right of lien to which the Company may in law be entitled, the Company shall be entitled to a general lien on all goods of the Customer in the Company's possession (regardless of such goods or some/part of them may have

been paid for) for the unpaid price of any other goods sold and delivered to the Customer by the Company under the same or any other contract.

16. RETENTION OF TITLE:

Until the Agreed Price of the Vehicle and all sums owing by the Customer to the Company shall have been paid in full, the legal and beneficial ownership of the Vehicle shall not be transferred to the Customer but shall remain in the Company. No alienation, sale, pledge or transfer of ownership of the Vehicle is permitted as long as the Company remains the legal and beneficial owner of the Vehicle. In the event that the Vehicle is sold by the Customer, the Customer shall hold the whole of the proceeds of sale on trust for the Company and shall place the same in separate account so as to be identifiable as being in the beneficial ownership of the Company.

17. WARRANTY:

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.

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.

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.

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.

18. TERMINATION OF AGREEMENT BY THE COMPANY:

If the Customer fails to take delivery on the Delivery Date or to pay monies due hereunder or otherwise breach this Agreement or if the Customer suffers any distress or execution to be levied upon its assets or makes any assignment for the benefit of or composition with its creditors or being a company goes into liquidation either compulsory or voluntary (except for the purpose of amalgamation or reconstruction) or being a person commits any act of bankruptcy or becomes bankrupt or if a receiver is appointed in respect of the whole or any part of its assets, the Company will be entitled forthwith by written notice to terminate this Agreement without prejudice to any right of action for damages against the Customer.

19. NOTICE:

Any notice or communication under this Agreement to either party shall be in writing and sent by post to the last known address of such party and shall be deemed to have been received by such party **three (3) days** after the same has been put into post.

20. OTHER TRANSACTIONS:

The Company shall not be privy to, nor shall it be in any way liable to the Customer in respect of, any transaction between the Customer and the Company's sales representative for the sale or trade-in of the Customer's existing Vehicle or the sale trade-in or installation of any car accessories save where such transaction(s) are expressly set out in the Agreement.

21. TRADE-IN OF VEHICLE:

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

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

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. 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.
22. GOVERNING LAW:
This Agreement shall be governed by the laws of Singapore.