

THIS IS A SPECIMEN

MINISTRY OF TRADE AND INDUSTRY

**USED RIGHT HAND DRIVE VEHICLE DEALERSHIP
SALES AGREEMENT**

BE IT KNOWN, that for good consideration, and in payment of the sum of

_____ (\$ _____) the undersigned _____
_____ of _____

_____ (hereinafter called "the Dealer") hereby sells and transfers to _____
_____ of _____

_____ (hereinafter called "the Purchaser"), the receipt and sufficiency of which is hereby
acknowledged, the following described used motor vehicle (hereinafter called "the
vehicle"):

Make _____
Model _____
Colour _____
Year _____
Chassis # _____
Engine # _____
VIN _____

The sale is subject to the following conditions and representations.

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USED CAR WARRANTY AGREEMENT

This WARRANTY AGREEMENT is made the ____ day of [insert month], [insert year]

BETWEEN

Business Name _____
_____ of

Address (Registered) _____

AND

Purchaser _____
_____ of

Address _____

Section 1: Used Car Identification

- a. Vehicle Make: _____
- b. Model: _____
- c. Colour: _____
- d. Year of Manufacture: _____
- e. VIN No. or Chassis No. : _____
- f. Engine No.: _____

This car was subject to pre-purchase inspection by the Purchaser Yes No

Section 2: General provisions

1. This warranty agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of the Republic of Trinidad and Tobago.
2. Amendments and additions to the agreement must be in writing.
3. Where any single provision of the contract is or becomes ineffective, this shall not affect the effectiveness of the remainder of the agreement.
4. This Warranty Agreement shall provide coverage for a three- month period after the date of purchase.

Section 3: Warranties for this Car

1. The Dealer agrees to allow the Purchaser to have the car inspected by a mechanic **before** transfer of title and agrees to cancel the sale if the car is not fit for the purpose for which it was purchased.
2. The Dealer warrants to the Purchaser that it has good and marketable title to the car, full authority to sell and transfer the car, and that the car is sold free of all liens, encumbrances, liabilities and adverse claims of every nature and description whatsoever. In this regard, the Dealer shall provide the Purchaser with a translated copy of the certificate of cancellation issued by the Transport Authority in the country of origin.
3. The Dealer warrants that the car being sold is in good operating condition and warrants the car against defects, except for defects resulting from ordinary wear and tear and/or caused by the intentional or negligent acts of the Purchaser for a period of three (3) months or 3,000 kilometres (whichever comes first) immediately following the transfer thereof (hereinafter called 'the warranty period').
4. During the warranty period, the systems covered in this warranty must not be modified in any way that will cause deterioration to the parts or components of the car, without written approval from the Dealer. Any modification or addition to any of the systems without the written permission of the dealer will void the warranty on those systems.
5. The Purchaser must not take the car for repair to any other mechanic during the warranty period, without the written permission of the dealer or the warranty will be voided.
6. The Dealer agrees to refund the Purchaser the full purchase price of the car, inclusive of all taxes if the dealer has been unsuccessful at fixing a material defect in a system or related component covered under this warranty agreement after at least three attempts or if the car has been out of service for twenty cumulative days while the Dealer is attempting to fix it.
7. The Dealer warrants that the odometer reading of the car is _____ kilometres and that this reading reflects the actual number of kilometres driven by the car. Further the Dealer warrants that the car's odometer was not altered, set back, or disconnected while in the Dealer's possession.
8. The Dealer agrees to give the purchaser a manufacturer's manual or chart, which must be in English or have an English language translation.

9. Additional Warranties

[optional] _____

Section 4: Coverage

1. This warranty agreement provides coverage of the following systems during the warranty period:
 - **Frame and Body**
 - **Engine and related components**
 - **Transmission, Drive Shaft and related components**
 - **Differential**
 - **Cooling System**
 - **Electrical System**
 - **Fuel System**
 - **Brake System**
 - **Steering System**
 - **Suspension System**
 - **Exhaust System**
 - **Air Conditioning Unit**

2. The Dealer warrants paying **100%** of the cost of labour and **100%** of the cost of parts for the repair or replacement of the covered systems that fails during the warranty period.

3. No liability will be accepted for damage caused by:
 - **negligence, abuse or wilful damage (including continuing to drive the car when it is not mechanically sound);**
 - **damage to systems not covered by this Agreement or any subsequent costs or damage;**
 - **the use of a grade of fuel not recommended by the manufacturers of the car;**
 - **subjecting the car to a weight greater than that permitted by law or the manufacturer's recommendations;**
 - **fire, self-ignition, lightning, earthquake, explosion, storm, tempest, flood, water damage, theft or attempted theft, or any extreme cause.**

IN WITNESS OF THIS WARRANTY AGREEMENT, the Parties have caused this Agreement to be signed in their respective names as of the day and year first above written.

.....
Authorized Signature (Dealer)

.....
Purchaser's Signature

.....
Date

.....
Date

.....
Witness

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Witness

.....
Witness Signature

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Witness Signature