

SALE AGREEMENT
(Used Vehicle)

BETWEEN

.....

.....

O1 (hereinafter referred to as the "Seller")

AND

.....

.....

(hereinafter referred to as the "Buyer")

(the Buyer and the Seller hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Seller wishes to sell the used vehicle hereinafter described;

WHEREAS the Buyer wishes to buy the said used vehicle from the Seller under the terms and conditions hereinafter mentioned;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00 OBJECT

O2 2.01 Vehicle Description

Subject to the price, terms and conditions stated hereinafter, the Seller sells to the Buyer, who buys, a used vehicle (hereinafter referred to as the "Vehicle") described as follows:

Mark:

Model:

Year:

Cylinders:

Color(s):

Mileage (as indicated): kilometers (or: miles)

Mileage (actual): kilometers (or: miles)

Seller	Buyer

1420

Serial no:

.....

License plate no:

.....

03 2.02 Accessories

The following accessories are an integral part of the Vehicle and included in the sale price:

.....

3.00 CONSIDERATION

04 3.01 Sale Price

The Vehicle sale price is dollars (\$.....) plus applicable taxes, for a total of dollars (\$.....).

05 3.02 Terms and Conditions of Payment

The said sale price is payable as follows:

a) Initial Deposit

The Buyer has already remitted a cheque payable to the Seller in the amount of dollars (\$.....), as initial deposit, the Seller acknowledging receipt of this amount and giving therefore a release to the Buyer for so much.

b) Cash Payment

The Buyer shall pay the sum of dollars (\$.....) by certified cheque payable to the Seller, the latter acknowledging receipt of this amount and giving therefore a release to the Buyer for so much.

4.00 SPECIAL PROVISIONS

4.01 Representations and Guarantees of the Seller

The Seller represents and guarantees the following to the Buyer. Moreover, the Seller acknowledges that each and every one of the said representations and guarantees are conditions without which the Buyer would have not contracted.

- a) The Seller is the sole owner of the Vehicle;
- b) The Seller has the right and the capacity to own the Vehicle and can freely dispose of it;
- c) The Seller is not involved in any agreement which could affect his rights on the Vehicle;
- d) The Vehicle is free and clear of any mortgages, claims, sureties, assignments, seizures or other whatsoever obligations, which could affect it;
- e) The Vehicle is in good condition and can be properly used or operated;
- f) The sale of the Vehicle is not to be construed as a sale of an enterprise as defined by the law, i.e. the sale of all or a substantial part of the Seller's enterprise which is made outside the ordinary course of business;
- g) The Seller is a resident as defined by the law;
- h) The Seller has used the Vehicle in the course of his business;
- i) The Vehicle was purchased as a new vehicle from on

.....
OR

Seller	Buyer

1420