

SCHEDULE

[Regulation 9]

FIFTH SCHEDULE

[Regulation 12]

**THE CONSUMER PROTECTION (IMPORTATION
AND SALE OF SECOND-HAND MOTOR VEHICLES)
REGULATIONS 2004**

Sale Agreement

1. Declaration and Agreement

Sale Agreement made in duplicate this day of
..... two thousand and

Between

M/s, whose business premises is
situated at (hereinafter called the
“authorised dealer”) and Mr./Mrs./Ms.* of
..... (hereinafter called the “purchaser”).

Whereby

(1) The authorised dealer agrees to sell and deliver an imported
second-hand motor vehicle to the purchaser with the following
particulars –

- (a) type of vehicle
- (b) make
- (c) model
- (d) year
- (e) colour
- (f) chassis no.

(2) The purchaser confirms that he has been allowed by the authorised dealer to effect a test-drive of the above-mentioned vehicle and agrees to purchase the vehicle for a total selling price of rupees, excluding/including insurance*, to be paid as follows* –

- (a) payment in cash of the total selling price of rupees; or
- (b) deposit of rupees, balance of rupees payable in total on or in instalments of rupees on

(3) The purchaser has taken cognisance of the pre-shipment inspection certificate issued in the exporting country in respect of the above-mentioned vehicle.

2. Warranty

It has been further agreed between the authorised dealer and the purchaser as follows –

- (a) the authorised dealer shall guarantee the vehicle and parts for a warranty period** of from the date of this agreement;
- (b) the warranty covers the repairing or replacement free of charge, including labour costs, of any part that is faulty and supply of materials needed to carry out the repairs under warranty;
- (c) the authorised dealer shall guarantee that he owns, or is affiliated to, a garage through a written agreement to provide for repairs and after sales service, especially during the warranty period.

The warranty shall not cover any defect which is due to lack of care, improper use, or is the result of an accident.

..... <i>Signature of purchaser</i> <i>Signature of authorised dealer</i>
Name	Name
Address	Address
.....
Tel. no.	Tel. no.
Date	Date

**Delete as appropriate*

***The warranty period shall be for a minimum of one year*
