

GST # _____

DEALER # _____



Buyer Identification (the "Buyer") Tick this box if the Buyer is under 19 years of age

The Buyer declares that, if an individual, he/she resides at the address provided below, or if a corporation or other business entity, the chief executive office of the corporation or entity is located at the address provided for chief executive office.

Seller's Contract # _____

Names _____ DL # _____ Date _____

E-mail address _____

Address / Chief Executive Office Address _____

Bus. Tel _____ Res. Tel _____

Postal Code _____ Cell Tel _____ Fax _____

Description of Vehicle (the "Vehicle")
Year, Make, Series & Model, # of Cylinders
Odometer: Km/Mi, Colour - ext./int. (optional)
VIN #, Stock #
RV Coach VIN #, Year Coach, GVW/Camper Net Weight
Offer to Purchase: The Buyer offers to purchase the New/Used/Demonstrator Vehicle described and identified as follows and any additional equipment or services described in this Agreement on the following terms and subject to the following conditions:
Vehicle Declarations: The following statements are true to the best of knowledge and belief
1. Is the Vehicle suitable for transportation in compliance with the Motor Vehicle Act?
2. Has the Vehicle ever been used as any of the following (if yes, tick all that apply): taxi, police vehicle, emergency vehicle, organized racing, lease vehicle, rental vehicle
3. Has the Vehicle ever been registered outside British Columbia?
4. Has the Vehicle sustained damages requiring repairs totaling more than \$2000?
5. Does the odometer of the Vehicle accurately record the true distance travelled by the motor vehicle? If no, attach available details.

Description of Trade-in (the "Trade-in" or "Trade-in Vehicle")
Year, Make, Series & Model, # of Cylinders
Odometer, Stock #, Colour-ext./int.
VIN #, Coach Year
RV Coach VIN #, Coach Year
Estimated amount of lien, Owning to
Trade-in Declarations: The following statements are true to the best of knowledge and belief
1. Is the Trade-in suitable for transportation in compliance with the Motor Vehicle Act?
2. Has the Trade-in ever been used as any of the following (if yes, tick all that apply): taxi, police vehicle, emergency vehicle, organized racing, lease vehicle, rental vehicle
3. Has the Trade-in ever been registered outside British Columbia?
4. Has the Trade-in sustained damages requiring repairs totalling more than \$2000?
5. Does the odometer of the Trade-in accurately record the true distance travelled by the motor vehicle? If no, attach available details.

Trade-in Declarations: The following statements are true to the best of knowledge and belief
1. Is the Trade-in suitable for transportation in compliance with the Motor Vehicle Act?
2. Has the Trade-in ever been used as any of the following (if yes, tick all that apply): taxi, police vehicle, emergency vehicle, organized racing, lease vehicle, rental vehicle
3. Has the Trade-in ever been registered outside British Columbia?
4. Has the Trade-in sustained damages requiring repairs totalling more than \$2000?
5. Does the odometer of the Trade-in accurately record the true distance travelled by the motor vehicle? If no, attach available details.

Is there an addendum to this contract?

Confirmation of Offer to Purchase: THIS IS A LEGAL AND BINDING CONTRACT READ THE ENTIRE DOCUMENT BEFORE YOU SIGN.
The Seller agrees to and will give the Buyer a copy of this Agreement at the time it is accepted by the Seller.
1. The Buyer acknowledges that this Agreement does not become binding on the parties until accepted and signed by an authorized representative of the Seller, and that salespersons do not have the authority to accept an agreement on behalf of the Seller.
2. The Buyer declares that they have inspected the Vehicle and are satisfied with its mechanical and physical condition as of the date of this Agreement.
3. The Buyer acknowledges that the Seller will hold all right and title to the Vehicle until all amounts owing to the seller under this Agreement have been paid in full.
4. The Buyer declares that they are the owner of the Trade-in Vehicle or the duly authorized signatory of the owner.
5. The Buyer agrees to transfer title to the Trade-in Vehicle at such time and to such persons as specified by the seller.
6. The Buyer declares that they are purchasing the Vehicle primarily for (tick one) Personal Use / Business Use
7. The Buyer declares that they have read and understand the Terms of this Agreement, including paragraphs 1 to 23 (see reverse).
8. Effective October 1st, 2021, unless the Buyer is a motor dealer registered under the Motor Dealer Act, they may not use the resale exemption to claim a credit or refund of PST paid on the Vehicle, if purchased in BC.

Buyer's signature _____ Date _____
Buyer's signature _____ Date _____
Personal Information: The Buyer hereby consents to the collection, use and disclosure of the Buyer's personal information by the Seller and other persons for all purposes consistent with the transaction described in this Agreement, and for providing information about other products and services of the Seller and such other persons. The Buyer may withdraw consent or obtain information about the Seller's privacy policy by contacting the Seller's privacy officer.
The Buyer CONSENTS to (Tick all that apply):
The Seller receiving the information from my Driver's License for the purposes of this Agreement, insurance purposes and advising the manufacturer.
The Seller using this information to contact me regarding this purchase and to provide me with information about vehicles, products and services of the Seller. The Buyer can withdraw consent at any time upon written notice to the Seller.
The Seller and the manufacturer sending me electronic messages regarding future products or services. I may revoke this consent at any time.

Seller's Acceptance The Seller accepts the Buyer's offer to purchase the Vehicle on the terms and conditions described in this Agreement.
Seller's Authorized Representative;
Accepted by _____ Dealer
Signature _____ License # _____
Salesperson's Name _____ License # _____
RECEIPT OF AGREEMENT The Buyer acknowledges that they have received a copy of this Agreement which has been signed by the Seller. Buyer's initials. _____

PURCHASE PRICE CALCULATION
Price of Vehicle
Additional equipment, services or warranties
G.S.T. & P.S.T.
G.S.T. ONLY
NO TAX
VSA Levy Recovery
Extended Vehicle Warranty
Evap Credit Rebate

Administrative/Documentation fees
BC tire advance disposal fee
Propane equipment test
TOTAL VEHICLE PRICE
FEDERAL LUXURY TAX
TRADE-IN ALLOWANCE
PRICE DIFFERENCE
PURCHASE PRICE
GST on purchase price
PST on purchase price
Less manufacturer's rebate
Disability Insurance \ Critical Illness
Life Insurance
Buyer's GST number: _____ GST
Buyer's PST number: _____ PST
PURCHASE PRICE WITH GST/PST
Lien payout on Trade-in
TOTAL PURCHASE PRICE
Payments - These payments are non-refundable except as provided in paragraph 5 (see reverse)
Deposit

BALANCE OWING
PPSA fee
AMOUNT TO FINANCE

Financing Conditions (tick one) Weekly Bi-Weekly Monthly
Seller to arrange financing Not applicable
This Agreement is subject to the Seller arranging Buyer financing for the sum of \$ _____ at an interest rate not to exceed _____ % per year, with a term not to exceed _____ months, and a payment not to exceed \$ _____.
Where the Seller arranges financing for the Buyer that meets the terms above or on other terms acceptable to the Buyer, the Buyer will execute a financing agreement. Buyer to arrange financing

Further definition of the Vehicle

1. The Vehicle, as described in this Agreement, includes all accessories, and additional equipment attached or installed on the Vehicle before or after the date of this Agreement. It also includes any proceeds arising from any dealings in the Vehicle, including without limitation, all forms of personal property.

Rebate assignment as a payment

2. If the Buyer is entitled to a rebate that is credited as a payment from the Buyer to the Seller, the Buyer acknowledges that the Buyer has all rights to such a rebate and hereby assigns all rights to the rebate to the Seller.

Changes in tax payable

3. Should any change in taxes levied by any level of government between the date of this Agreement and the actual delivery date of the Vehicle have the effect of altering the purchase price of the Vehicle, then the Buyer and the Seller agree that the purchase price will be adjusted to reflect the change in tax.

Warranties

4. Where the manufacturer's new Vehicle warranties apply to the Vehicle or the Seller provides other warranties on the Vehicle, the Seller will provide the Buyer with the general terms of any warranties, in writing, on or before delivery of the Vehicle. The implied condition or warranty of fitness in the Sale of Goods Act applies to the Vehicle, except where

- the Buyer is buying the Vehicle for the purpose of resale;
- the Buyer intends to use the Vehicle primarily for business purposes;
- the Buyer is a corporation or an industrial or commercial enterprise; or
- the Seller has declared that the Vehicle is not suitable for transportation.

Where the Vehicle is not suitable for transportation, the Buyer and the Seller agree that the Vehicle is sold for parts only or for purposes other than transportation and that there is no express or implied warranty. The Buyer further agrees and understands that the Vehicle may not be operated on a roadway if the Vehicle is not suitable for transportation.

Purchase, delivery and other conditions

5. In addition to any other conditions regarding purchase and delivery of the Vehicle, the following conditions apply:

- The Buyer agrees to complete payment and accept delivery of the Vehicle within 7 days of the Seller notifying the Buyer that the Vehicle is available. If the Buyer fails to do so, the Seller is entitled to compensation as described in paragraph 7;
- If the Seller is unable to deliver the Vehicle within a reasonable time for any reason through no fault of the Seller, either the Buyer or the Seller may cancel this Agreement as described in paragraph 8; and
- Where the Vehicle must be ordered from the factory or other entity, delivery will be made as prior orders permit and is subject to contingencies of transportation or other events beyond the control of the Seller.

Where Vehicle is a trailer

6. Where the Vehicle is a trailer, the Buyer acknowledges that the Buyer has considered the requirements for towing the Vehicle and that the Motor Vehicle Buyer intends to use to tow the Vehicle is capable of safely towing the Vehicle in accordance with the Motor Vehicle Act.

Where Buyer fails to complete payment and accept delivery

7. If the Buyer fails to complete payment and accept delivery of the Vehicle as agreed, then:

- the Buyer will pay all of the Seller's reasonable expenses, including without limitation, loss of profit and expenses for storage and preservation of the Vehicle, resulting from the Buyer's failure to complete or accept delivery;
- in addition to any other action the Seller may take to recover these expenses, the Seller may recover the amount of the expenses from any partial payment, deposit or proceeds from the sale of the Trade-in Vehicle or other Vehicle accepted as part payment
- the Buyer agrees that the amounts described in subparagraph (a) may be retained by the Seller not as a penalty but as an agreed portion of liquidated damages payable towards any total damages the Seller has suffered.
- the Seller may dispose of the Vehicle without any further obligation or liability to the Buyer.

Where Seller is unable to deliver the Vehicle

8. If the Seller is unable to deliver the Vehicle within a reasonable time for any reason through no fault of the Seller, either the Buyer or the Seller may cancel this Agreement by giving notice to the other party. Where this Agreement is so cancelled:

- the Seller will return any partial payment or deposit;
- the Seller will return the Trade-in Vehicle or other Vehicle accepted as part payment, or if such Vehicle has been sold, the Seller will pay the Buyer either:
 - the net proceeds of the sale calculated as the actual selling cost less the reasonable cost of repairs, parts, lien payouts, handling and storage expenses, and a reasonable selling commission, or
 - the allowance for a Trade-in Vehicle or the value of a Vehicle accepted as part payment as indicated in this Agreement,whichever is the lesser amount;
- the Seller's compliance with the requirements in subparagraphs (a) and (b) above will be a full release of any claims that the Buyer may have or claim to have against the Seller resulting from such non-delivery, without any further or other releases from the Buyer.

No Refund, Return, Exchange or Cancellation Rights

9. Except as provided by law or as explicitly provided for herein the Seller does not provide refund, return, exchange or cancellation rights to the Buyer.

Failure of payment

10. If any form of payment for any whole or partial amount due under this Agreement is dishonoured, refused, or misrepresented, then such payment will be deemed to be unpaid. In this case, the Buyer and the Seller agree that:

- the unpaid payment is a breach of a fundamental term of this Agreement and the Seller is immediately released from any obligations under this Agreement;
- the Seller is entitled to immediate possession of the Vehicle as if the Seller had never parted with possession of the Vehicle, and the Seller may exercise all rights to possession;
- the Buyer appoints the Seller as the Buyer's lawful attorney to transfer title and ownership of the Vehicle to or to the order of the Seller, and to execute all documents on behalf of the Buyer to transfer title and ownership of the Vehicle; and
- the Buyer will immediately reimburse the Seller for all costs, charges, and expenses incurred by the Seller that arise out of such refusal, dishonour, or misrepresentation, including without limitation, all costs of taking possession, any reasonable cost of repairs, parts, lien payouts, handling and storage expenses, a reasonable selling commission and full indemnity for all legal costs.

Entire amount due if the Buyer defaults

11. Subject to paragraph 8, if

- the Buyer defaults in the payment of any amount due or fails to comply with any requirement in this Agreement, or
- any proceeding is commenced by or against the Buyer under bankruptcy or insolvency laws,

then the entire amount due from the Buyer to the Seller will become immediately due and payable at the option of the Seller.

Seller may take possession of Vehicle where Buyer defaults

12. Where the entire amount due from the Buyer to the Seller becomes due immediately under paragraph 10, the Seller or its assignee may take possession of the Vehicle and at the same time sue the Buyer for the unpaid balance, where permitted by law. Until the Seller disposes of the Vehicle, the Seller may use the Vehicle as the Seller sees fit. In doing so, the Seller will use reasonable care in the custody and preservation of the Vehicle.

Seller's permission required to sell or encumber the Vehicle

13. Until all amounts due to the Seller are paid, the Buyer agrees not to sell or transfer any interest in the Vehicle, nor allow any kind of lien, charge, or encumbrance against the Vehicle unless the Buyer first obtains the Seller's written permission.

Seller's security interest in the Vehicle

14. The Buyer grants the Seller a security interest in the Vehicle as security for any obligations of the Buyer to the Seller. The Buyer, if a corporation, waives the benefit of those provisions of the Personal Property Security Act that it is capable of waiving.

Waiver of right to financing statement

15. The Buyer waives all right to receive a copy of any financing statement, financing change statement, or verification statement provided for under the Personal Property Security Act regarding this Agreement.

Repayment of lien, charge or encumbrance on the Trade-in Vehicle

16. The Buyer agrees that the Seller may satisfy any lien, charge, or encumbrance against the Trade-in Vehicle that exists at the date of this Agreement or which may exist in the future, including without limitation, that arises from any work done to the Trade-in Vehicle. The Buyer will repay the Seller any amount so paid plus all reasonable costs, charges, and expenses of the Seller, including without limitation, full indemnity for all legal costs. If the Buyer does not repay the Seller, the amount will be a claim against the Vehicle or be added to any claim the Seller has or will have against the Vehicle or against the Buyer that arises from this Agreement.

Loss arising from a lien, charge or encumbrance on the Trade-in Vehicle

17. The Buyer agrees that if the Seller suffers any loss or damage in respect of any lien, charge, or encumbrance against the Trade-in Vehicle, whether or not it is disclosed in this Agreement, the Buyer will immediately indemnify and pay the Seller the amount of the loss or damage.

Misrepresentation by the Buyer regarding the Trade-in Vehicle

18. If the Buyer misrepresents any fact or matter about the Trade-in Vehicle, the Seller may either cancel this Agreement or reappraise the value of the Trade-in Vehicle.

Where the Seller chooses to so cancel this Agreement, the Buyer must return the Vehicle to the Seller immediately. If the Buyer does not return the Vehicle immediately, the Seller may repossess the Vehicle. The Buyer agrees to pay all of the Seller's expenses arising out of the misrepresentation, including without limitation, any costs for repossessing the Vehicle and for the use, repair and reconditioning of the Vehicle, the Trade-in Vehicle, or both. After the Buyer returns the Vehicle, the Seller will return any partial payment, deposit or Trade-in Vehicle, less the Seller's costs arising from such misrepresentation, any reasonable cost of repairs, parts, lien payouts, handling and storage expenses and a reasonable selling commission, and the Seller may set off any of these foregoing costs against such partial payment, deposit, or Trade-in Vehicle or any of them. If the Seller has already sold the Trade-in Vehicle, the Seller will pay the Buyer an amount equal to the actual selling price of the Trade-in Vehicle less the Seller's reasonable cost of repairs, parts, lien payouts, handling and storage expenses and a reasonable selling commission.

Where the Seller so chooses to reappraise the Trade-in Vehicle, the Buyer will pay the Seller the difference between the allowance for the Trade-in Vehicle as indicated in this Agreement and the reappraised value of the Trade-in Vehicle.

Delay in delivery of the Trade-in Vehicle

19. If the Trade-in Vehicle is not delivered to the Seller at the time this Agreement is signed by the Seller, the Seller may reappraise the value of the Trade-in Vehicle when it is delivered to take into account any change in the condition or value of the Trade-in Vehicle from the Seller's initial appraisal. If the reappraised value is less than the value of allowance for the Trade-in Vehicle as indicated in this Agreement, then the Buyer must either pay the difference in value to the Seller, or cancel this Agreement.

If the Buyer so cancels this Agreement, the Buyer must pay the Seller's reasonable costs, charges, and expenses arising from this Agreement without delay. If the Buyer does not pay this amount without delay, the Seller may set off this amount against any partial payment, deposit, or Trade-in Vehicle in this Agreement, or take other action to recover this amount.

Time is of the essence of this Agreement

20. Time is of the essence of this Agreement.

Error in this Agreement

21. If there is an error in the calculation of the purchase price or in any other matter documented in or connected with this Agreement, the Buyer and the Seller agree to amend the Agreement to correct the error. If the correction results in money being owed to the Buyer or the Seller, the Buyer and Seller agree that such money will be paid promptly.

Entire Agreement

22. This Agreement constitutes the entire agreement between the Buyer and the Seller and there are no representations, warranties or guarantees except as expressly set out in this Agreement.

Assignment of this Agreement

23. The Buyer may not assign this Agreement without the prior written consent of the Seller. The Seller may assign this Agreement without notice to the Buyer. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Buyer and Seller.

PST Refund Applications

24. Effective October 1, 2021, applications for refunds of PST paid on the Vehicle will not be accepted, if the Vehicle is resold by the Buyer within the period prescribed by applicable legislation, including in part the BC Provincial Sales Tax Act, as amended from time to time.