

COMPANY NAME

ADDRESS
ADDRESS
ADDRESS

**VEHICLE SALES ORDER
BILL OF SALE**

CUSTOMER NAME					DATE (Month Day Year)					ACCOUNT No.					
ADDRESS					TELEPHONE					SALES REP..					
POSTAL CODE					Day Evening Res: _____										
					Bus: _____										
<input type="checkbox"/> NEW	Stock No.	Year	Make	Model	Type	Serial No.					Odometer				
<input type="checkbox"/> DEMO					<input type="checkbox"/> Car						<input type="checkbox"/> Kms				
<input type="checkbox"/> USED					<input type="checkbox"/> Truck						<input type="checkbox"/> Miles				
TRADE IN					<input type="checkbox"/> Car						<input type="checkbox"/> Kms				
					<input type="checkbox"/> Truck						<input type="checkbox"/> Miles				
<input type="checkbox"/> OPTIONS AND ACCESSORIES AS PER VEHICLE INFORMATION SHEET										PRICE: \$					
<input type="checkbox"/> ADDITIONS, LOCALLY INSTALLED OPTIONS, ITEMS, ADJUSTMENTS, NOTATIONS, SUBJECT TO ETC.:										ADDITIONS:					
										SUBTOTAL:					
										LESS TRADE-IN ALLOWANCE:					
										TOTAL DELIVERED PRICE:					
										TOTAL NET PRICE:					
										Premium + G.S.T.					
										Extended Service +					
IF "SOLD AS IS", CUSTOMER'S INITIAL: _____										CRS +					
DELIVERY DATE: Requested: _____ Actual: _____										+					
PAY OUT LIEN ON TRADE-IN TO: (Name & Address)															
ACCOUNT NO.										CHEQUE NO. DATE					
FINANCED WITH:										TOTAL BALANCE DUE: \$					
Receipt No.	Date (Mo Day Yr)	\$.												
_____	_____	\$.												
_____	_____	\$.												
_____	_____	\$.												
_____	_____	\$.												
Subject to the terms, specifications and conditions herein and on the reverse side of this Vehicle Sales Order/Bill of Sale.										Purchaser's Signature _____ Month Day Year					
APPROVED AND ACCEPTED BY COMPANY NAME										Sales Manager _____ Month Day Year					

PROOF

G.S.T. ON TRADE-IN INCLUDED IN ALLOWANCE/PURCHASE PRICE

LIEN CHECK
WHOLESALE PAID

COMPANY NAME is not authorized under its agreement with the vehicle manufacturer to sell vehicles for resale or primary use outside of Canada. Accordingly, the purchaser hereby represents that it is purchasing this vehicle for personal use or business use in Canada and not for resale or primary use outside Canada.

CONDITIONS OF SALE
THE PARTIES AGREE THAT:

1. The Motor Vehicle

The motor vehicle described herein includes the motor vehicle as described on the front side of this agreement, together with all attachments, accessories, options and additions thereto whether attached, affixed or installed on the motor vehicle before or after the date of this Agreement, and all proceeds directly or indirectly derived from any dealing with the motor vehicle or the proceeds of the motor vehicle, and such proceeds include, without limitation other motor vehicles, money, cheques, deposit accounts, securities, chattel paper, documents of title, or instruments, boats, mobile homes, trailers, aircraft, any authorized vehicle of any kind or description, any proceeds of insurance, or any other identifiable or traceable personal property fixtures or otherwise.

2. Condition of Motor Vehicle

The Dealer does not warrant or guarantee as to year, model, mileage odometer reading or otherwise with respect to any used motor vehicle sold herein unless an express written representation is made to the contrary.

3. Warranties

The motor vehicle will be covered, in the case of a new vehicle by the manufacturers new Vehicle Warranty delivered to the Purchaser with the motor vehicle, and in the case of a used vehicle, the warranty, if any, delivered to the Purchaser in writing with the used motor vehicle. Subject to the above, there are no other warranties, guarantees or representations, expressed or implied with respect to the motor vehicle. If the motor vehicle is being sold pursuant to this Agreement as a used motor vehicle, the Purchaser specifically waives the provisions of the Sales of Goods Act, R.S.A. 1980 c. S-2 and amendments thereto, with respect to any warranties, conditions, and representations whether expressed or implied or otherwise and warrants that no representation to the contrary has been made by the Dealer, its servants or employees with respect to the motor vehicle to induce the Purchaser to enter into this Agreement. The Purchaser further acknowledges that he has inspected the motor vehicle and it is satisfactory in every respect and hereby accepts the motor vehicle on an "as is" basis without warranty or guarantee except as provided by the Dealer to the Purchaser in writing.

4. Title

Right, title and ownership to the motor vehicle shall not pass to the Purchaser until the Purchaser has paid in full the "Total Balance Due" as described on the front of this Agreement. In addition to the Dealer's title rights under this Agreement, the purchaser also hereby assigns and conveys to the Dealer and acknowledges that the Dealer shall have and retain a security interest in the motor vehicle and the proceeds thereof in accordance with applicable law until the Total Balance Due is paid in full.

5. Default

If the Purchaser defaults in the payment of any amount due hereunder, defaults in the performance of any obligations hereunder, or if a proceeding in bankruptcy, a receivership or insolvency is instituted by or against the Purchaser, or a receiver is appointed, or a proceeding is otherwise affecting the Purchaser or the Purchaser's property, or such other event as the Dealer deems it; self-insecure

- a. any unpaid balance of the Total Balance Due shall immediately come due and payable;
- b. the Dealer may take possession of the motor vehicle and resell the motor vehicle in accordance with and subject to the applicable legislation without further notice; and
- c. the Dealer may retain any payments that it has received prior to the repossession and resale as liquidated damages and not as a penalty.

6. Cancellation of Agreement

If this agreement is cancelled by the mutual consent of the parties or if the Dealer is unable to deliver the motor vehicle within a reasonable time after the date of this Agreement, this Agreement may be cancelled by either party hereto upon notification to the other, and in such event the Dealer shall return to the Purchaser:

- a. the partial payment made, if any; and
- b. any trade-in vehicle accepted as part of payment, or if such trade-in vehicle has been sold, the lesser of either:
 - i. the net proceeds therefrom based on the actual selling price of the trade-in less reasonable costs of repairs, parts, handling, storage expenses and reasonable selling commission; or
 - ii. the value of the trade-in vehicle as set out on the reverse side hereof.

The return of the partial payment and/or the trade-in vehicle, if any, or the net proceeds or the value thereof as set out above, shall be a release of all claims whatsoever which the Purchaser may have or claim to have against the Dealer for or by reason of such non-delivery, without any further or other releases from the Purchaser.

7. Acceptance by the Purchaser

The Purchaser agrees to accept delivery of the motor vehicle and to comply with the terms of payment thereof within seven days after notification to him that the motor vehicle is ready for delivery. If the Purchaser does not accept delivery and comply with the terms of payment within seven days of such notification then the Dealer may charge his reasonable expenses (including loss of profits) to the Purchaser in connection with this Agreement and the Purchaser agrees to pay such amounts forthwith. In addition to any other remedy which the Dealer may have against the Purchaser for such expenses, the Dealer may setoff such expenses against any partial payment or trade-in vehicle accepted as part payment or the proceeds therefrom if and when sold, and the Dealer shall be entitled to dispose of the motor vehicle without any liability whatsoever of the Dealer to the Purchaser.

8. Trade-In Motor Vehicle

The Purchaser represents and warrants that the Purchaser is the owner and has title to any trade-in vehicle used as part of the payment of the Total Cash Sale Price, free and clear of all liens, charges and encumbrances, except as specifically set out on the front of this Agreement. The Purchaser agrees that if the trade-in vehicle accepted as part of the payment is not delivered to the Dealer on or before the signing of this Agreement, the Dealer may reappraise the trade-in vehicle upon actual delivery so as to ensure that there are no material changes in the condition of the trade-in vehicle, either physically or economically, from the date of this Agreement and the date of delivery of the trade-in vehicle. If in the sole discretion of the Dealer, there is a material change with respect to the trade-in motor vehicle, the amount allowed for the trade-in vehicle shall be its reappraised value and the Purchaser shall pay to the Dealer the difference amount of such trade-in vehicle stated on the reverse side of and the amount of such reappraised value. If the Purchaser is not satisfied with such reappraisal then the Purchaser may cause an appraisal and the appraisal shall be paid to the Dealer the Dealer's reasonable costs, charges and expenses, and incidental to this Agreement, including such appraisal by the Dealer, in addition to any other rights and remedies the Dealer may have against the Purchaser setoff such reasonable costs, charges and expenses against the partial payments and against any other trade-in vehicle accepted as part of payment.

9. Insurance

The Purchaser agrees to insure the motor vehicle by collision and comprehensive insurance and maintain such insurance in an amount of the Total Balance Due as owing to the Dealer. The Purchaser shall furnish the Dealer with satisfactory evidence of such insurance upon request of the Dealer.

10. If the Purchaser is unable for any reason to finance the contract or considers himself unable or insecure so far as the security of this Agreement is concerned, of which contingency the Dealer shall be the sole judge, or in case of default in the performance of any of the covenants by the Purchaser in this Agreement, the whole of the balance then outstanding of the Total Balance Due shall immediately become due and payable without notice to the Purchaser and it shall be lawful for the Dealer by himself, his servant or agent at any time to enter in and upon any lands, tenements, houses and premises wheresoever the goods may be for the purpose of taking possession of and removing the said goods; and after taking possession of such goods it shall be lawful for the Dealer to sell the goods at public auction or by private sale. From the proceeds of such sale the Dealer shall in the first place reimburse himself for any sum due pursuant to this agreement and all costs and expenses (including the costs, if any, of the solicitor of the Dealer) incurred by the Dealer by virtue hereof or in consequence of any default in the performance of any of the covenants herein, and in the next place to pay the Purchaser such surplus as may thereafter remain.

11. Future Delivery Conditions

If, between the date of this Agreement and the actual date of delivery of the motor vehicle there is a change:

- a. in taxes imposed by the appropriate taxing authorities with respect to the sale of motor vehicles; or
- b. in the price of the motor vehicle charged by the manufacturer;

then the Total Cash Sale Price" as described on the front of this Agreement shall be adjusted by a corresponding amount.

12. Errors

If there has been an error by the Dealer in any calculation or any other matter on the front side hereof or in connection with the sale of the motor vehicle described herein, the Purchaser agrees to allow the Dealer to correct the error forthwith and if the correction requires any amount to be paid by one party to the other, such amount shall be paid immediately.

13. Copy of Agreement

The Purchaser acknowledges receipt of a copy of this Agreement, waives rights to receive a copy of any financing statement, financing change statement or verification statement in respect of the motor vehicle and authorizes the Dealer to provide any person with a copy of this Agreement and any information contained herein or arising herefrom.

14. Agreement Binding

This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

