

## **VEHICLE SALES AGREEMENT**

THIS VEHICLE SALES AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among \_\_\_\_\_ of \_\_\_\_\_ (hereinafter known as "Seller") and \_\_\_\_\_, of \_\_\_\_\_ (hereinafter known as "Buyer"). Buyer and Seller shall collectively be known herein as "the Parties".

### **1. Interpretation**

In this agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (d) a reference to a clause is a reference to a clause in this agreement;
- (e) a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this document or any part of it;
- (h) references to dollars and "\$" are references to amounts in Fijian Dollars unless expressed otherwise; and
- (i) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.

### **2. WHEREBY IT IS AGREED as follows–**

- A. The Seller had sold the vehicle and transfer the ownership to the Buyer under auction guidelines this day by \_\_\_\_\_ ("Auction Firm").
- B. The Buyer is considered the highest bidder, and for and in consideration of the mutual promises set forth herein, together with other valuable consideration for the vehicle below:

### Description of the Acquired Vehicle.

Make	
Model	
Body Type	
Body Color	
Year	
Mileage	
Vehicle Identification Number	

- C. Buyer has made a deposit in the amount of \$\_\_\_\_\_ Dollars (the "Deposit") by cash/ bank cheque/ bank, transfer/other receipt of which is acknowledged below. The said Auction firm will place the deposit in the Ministry of Economy account within seven (7) business day of the execution of this Agreement.

### 3. Purchase Price

The total purchase price to be paid by Buyer to Seller for the acquired vehicle is \_\_\_\_\_ dollars (\$\_\_\_\_\_) (hereinafter "Purchase Price"). The "deposit" and "remaining balance" are to be made by Buyer to the Auctioneer in cash, by certified cheque, or through another instrument acceptable to the Auctioneer.

### 4. Delivery of Acquired Vehicle and Conveyance of Title

- a) Delivery of Acquired Vehicle.  
On the execution of this agreement, the Buyer shall take possession of same, at the Seller's premises (either in person or through a third party). The sold vehicle will be removed by the successful bidder(s) within 48 hours of depositing the full amount of the purchase price at their own expenses. No assistance/transportation will be provided by the Seller.
- b) Conveyance of Title.  
The Seller shall convey title to Buyer upon execution of this agreement. The Seller agrees and covenants to execute all documents presented by Buyer which are necessary to finalise transfer of title and registration upon the acquired vehicle to the Buyer.
- c) The Buyer will also be responsible for getting the transfer and other LTA required documents of the vehicle transferred in his/her name at their own cost expeditiously. The Seller will not be responsible for any lapse in this regard.

### 5. Representations and Warranties

- a) Warranty  
This vehicle is sold strictly on " AS IS WHERE IS BASIS" and no guarantee or certificate of its worthiness or quality will be provided by the Seller. The Seller does not in any way, expressly or impliedly, give any warranties to Buyer. The Seller expressly disclaims any implied warranties of merchantability or of fitness for a particular purpose.

b) Buyer Representation.

The individual signing this agreement on behalf of Buyer hereby represents to Seller that he or she has the power and authority to do so on behalf of Buyer.

**6. Severability**

In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

**7. Anti-bribery and corruption**

- a) The Buyer must comply at all times with all applicable laws including but not limited to applicable anti-corruption laws, in which the Supplier conducts business.
- b) The Buyer agrees that it has not, and covenants that it will not, in connection with the performance of this agreement, directly or indirectly, promise, authorise, ratify or offer to make or make any payments or provide anything of value to the Government or anyone for the improper purpose of influencing or inducing or as a reward for any act, omission or decision to secure an improper advantage or to improperly assist itself or the Government in obtaining or retaining business to any individual (or at the request of any individual) including a Government Official.
- c) The Buyer acknowledges that the Government may be entitled to terminate this agreement on notice to the Buyer if the Buyer fails to comply with its obligations with respect to anti-bribery and corruption set out above.

**8. Indemnity**

8.1 The Buyer indemnifies the Government against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the Government) that the Government may sustain or incur as a result, whether directly or indirectly, of:

- a) any matter or thing being other than as represented or warranted by the Buyer under clause 8.1;
- b) any breach of this agreement by the Buyer;
- c) any breach of an existing law by the Buyer; or
- d) any negligent act or omission or wilful misconduct of the Buyer or its officers, employees, agents or contractors.

**9. Governing law and jurisdiction**

This agreement is governed by the laws of the Republic of Fiji and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Republic of Fiji.

**EXECUTION PAGE**

SIGNED by the Parties on the \_\_\_\_\_ day of \_\_\_\_\_ 2020

Executed for and on behalf of the  
**MINISTRY OF** \_\_\_\_\_ by  
the Permanent Secretary for

\_\_\_\_\_   
in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Auctioneer

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation of Witness

\_\_\_\_\_  
Address of Witness

**Executed** for and on behalf of (Buyer)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature