

The Car Company Ltd

202 Rutherford Street, Nelson 7010, New Zealand

Tax Invoice

GST No. 013-689-806

Sale #50699

23/03/2023

VENDOR

The Car Company Ltd
202 Rutherford Street
Nelson 7010
New Zealand

PURCHASER

IBC Japan / *Key Alliance*
Nelson
New Zealand

SCHEDULE

Item Description

2014 Nissan X-Trail 20X Emergency Brake Package (#49673) - Blue

At cost

\$ 18,065.82

Reg No. | Engine No. MR20-609343B | VIN. 7AT0DH6LX22030513 | Odo. 106,081 km

Clean Car Fee

\$ 0.00

Clean Car fee does not apply

\$ 18,065.82

incl GST of \$ 2,356.41

TERMS AND CONDITIONS

1. The Purchaser warrants that they are a Licensed Motor Vehicle Dealer.
2. The Vendor will sell and the Purchaser will purchase the vehicles and other items described in the Schedule above.
3. The price of any vehicles are inclusive of GST and the total amount due is payable in full immediately upon execution of this Agreement by the Purchaser.
4. The risk in the vehicle passes to the Purchaser upon delivery but the equitable and beneficial ownership shall remain solely and absolutely with the vendor until such time as the Purchaser shall have paid to the Vendor the sale price and any other moneys due and owing by the Purchaser to the Vendor in respect of the same.
5. The Purchaser shall effect at all times and keep current a comprehensive insurance policy (including fire damage, theft and third party) to the full insurable value of the vehicle, including replacement of the vehicle or any part, such insurance to be effected in the name of the Vendor and the Purchaser for their respective rights and interests to take effect from the date of delivery of the vehicle from the Vendor to the Purchaser. The Purchaser agrees to indemnify the Vendor for any loss arising from damage suffered to the vehicle whilst in the possession of the Purchaser, its agents or employees.
6. If from any cause whatever any portion of the purchase price is not paid upon the due date for payment the Purchaser shall pay to the company interest on that portion of the purchase price so unpaid from the due date for payment until actual payment. This is without prejudice to any of the Vendor's other rights and remedies. The rate of interest to be charged shall be the Vendor's overdraft interest rate charged to the Vendor by its bank plus a margin of 2%.
7. If payment in respect of the vehicle is at any time in arrears or the Purchaser becomes bankrupt or enters into liquidation or a composition with its creditors or has a receiver appointed over any part of its assets or becomes insolvent, the Vendor shall be entitled without prejudice to any other of its rights and remedies to repossess the vehicle and according to enter any premises upon which such vehicles are believed to be without notice. The Purchaser will indemnify the Vendor from any liability or costs arising out of such repossession, including costs in respect of the transportation and storage of the vehicle pending resale by the Vendor.
8. If the Purchaser sells the vehicle to a third party, then the Purchaser shall hold all the proceeds of sale of the vehicle in trust for the Vendor and will account immediately to the Vendor in respect of such proceeds.
9. The Purchaser acknowledges that they purchase the vehicle unregistered, unlicensed and without a Warrant/Certificate of Fitness and undertake all liability and responsibility in respect of registering, licensing and obtaining a Warrant/Certificate of Fitness.
10. The Purchaser agrees to inform all buyers at or before the point of sale of the vehicle that the odometer reading may be inaccurate. The Purchaser indemnifies the Vendor against all liabilities or claims under the Consumer Guarantees Act if they do not notify buyers of the above clause.
11. If the Purchaser is acquiring or holding itself out as acquiring the Vehicle under this Agreement for business purposes, then the Consumer Guarantees Act 1993 will not apply.
12. The Purchaser acknowledges that the Vendor is not liable for any loss or damage arising out of any action taken to ensure that the vehicle complies with New Zealand Standards.

PAYMENT INSTRUCTIONS

Bank Account: 03-1354-0566815-000

Vendor Confirmation

Signed By:

S Richards

on behalf of The Car Company Ltd

Name:

S Richards

Date:

23 March 2023

Purchaser Confirmation

Signed By:

on behalf of IBC Japan

Name:

Date: