



# AL-BARIK MOTORS LTD

*IMPORTER & EXPORTER OF JAPANESE USED VEHICLES*

Star Auto Paradise, Nakawa-Jinja Road Opp. UMA show ground. P.O Box 25919,  
Kampala - Uganda, Mob: +256772807060, +256751807060

## **THE REPUBLIC OF UGANDA TERMS OF SALE OF MOTOR VEHICLE**

- a) A non-refundable down payment of Ug Shs / USD (to be mentioned during first payment or installment)
- b) The balance shall be paid within agreed days / months from the date of this agreement;  
    The 1<sup>st</sup> Instalment:  
    The 2<sup>nd</sup> Instalment:  
    The 3<sup>rd</sup> Instalment:  
    The 4<sup>th</sup> Instalment:
- 2) All late payments attract a surcharge of 15% per month.
- 3) The original Registration Card will be surrendered to the Purchaser only after the seller has received the full sum of money due and transferred the log book into the name of the Purchaser or his/her/its nominee(s) at the Purchaser's costs.
- 4) The buyer shall not sell the motor vehicle to a 3rd party nor remove it out of Uganda before completion of the balance of the purchase payment except with the written consent of the seller.
- 5) The day's US Dollar rate will be used on the purchase date
- 6) Both Parties have agreed that the buyer will pay remaining balance according to the agreement time period then the buyer will pay UGX (shall be communicated then) but if the buyer breaks the agreement and fails to pay the balance in time then the buyer will have to pay the balance in US Dollars (to be communicated then) US\$ or the buyer can pay the remaining balance in UGX currency notes but according to the Dollar rate of that paying time.
- 7) If the purchaser fails to remit the balance in time, the seller shall be at liberty to impound the vehicle at any time after the default without going to court and a daily charge of Ug, Shs.10,000/= shall be levied against the purchaser to cover the security and storage charges.
- 8) Upon impounding the vehicle, the purchaser shall be given 14 days within which to pay up the balance of the purchase price together with the cost of impounding, storage and security for the vehicle.

- 9) All payments (except the cost incurred towards the recovery of the balance of the purchase price) shall under all circumstances be paid directly to the seller. Any payments made to auctioneers or any other party acting on behalf of the seller are the purchaser's own risk.

## OTHER TERMS OF THE SALE

- 10) For avoidance of doubt, it is hereby expressly agreed that time shall be of essence and that the acceptance by the seller of the purchase price or any part thereof or the grant of any forbearance or other concessions to the purchaser by the seller at any time after default has occurred shall not be constructed as a waiver of the breach or any breaches of any covenants, conditions and terms to be performed on the part of the purchaser nor shall it be constructed as a waiver of the seller's remedies stipulated here in above or any other remedies its by law prescribed.
- 11) If after the motor vehicle has been impounded and the purchaser fails to clear the outstanding payment within the aforesaid 14 day's grace period then the seller may in its absolute discretion and without first giving notice to the purchaser can sell the motor vehicle to a 3<sup>rd</sup> party by private treaty or public auction and the proceeds recovered from such a sale shall first be applied towards the payment of all the sums due to the seller and all CM/C115C5 incurred or incidental to the impounding, storage, security and the resale or prior attempted resale, [the residue, if any, shall be paid to the purchaser.
- 12) In case the purchaser makes any cheques in favor of the seller for the purchase price or any part thereof, the purchaser hereby expressly warrants that there will be sufficient funds on his/her/its/their account when the said cheque(s) is/are presented for payment and that in the case of the dishonor of the cheque(s) then the purchaser hereby undertakes to be liable on the said cheque(s) both in the civil and criminal liability.
- 13) Any offence and/or act committed under the Traffic and Road safety Act, 1970 or any statutory modification or replacement thereof) and any other liability Incurred hereafter in Connection with the possession and /or ownership of the motor vehicle shall be the entire responsibility of the purchaser.
- 14) Where the purchase is a firm, company or any other organization, authority or a government body or institution, then the individuals signing on behalf of such purchaser personally guarantee the due performance of this agreement and shall personally indemnify, the seller or its successor in title or assignee against all loss, expense damages claims and costs whatsoever arising out of the invalidity of this agreement or breach thereof or failure by the purchaser to perform this agreement and, accordingly it shall not be necessary for the seller to take legal action against the purchaser before taking proceedings under this guarantee.

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