

Honda EasyOwn

Customer	Company Name:	_____
	Company Number:	_____
	Address:	_____
	Contact Person:	_____
	Email address:	_____
	Phone Number	_____
	GST Number:	_____

Vehicle

Year		VIN		
Make			Accessories	
Model				
Registration No.				

Key Details

Guaranteed Purchase Date		Guaranteed Purchase Price		including GST
Maximum Permitted Kilometres at Guaranteed Purchase Date		Excess Km Rate		including GST
Permitted Excess Km's				

1. AGREEMENT

- 1.1 Honda EasyOwn is only available together with a Finance Agreement.
- 1.2 Honda offers to purchase the Vehicle on the Guaranteed Purchase Date for the Guaranteed Purchase Price and otherwise on the terms and conditions set out in this Agreement.
- 1.3 The Offer in clause 1.2 is conditional upon Honda, in its absolute discretion, being satisfied that on the Guaranteed Purchase Date:
- (a) the Vehicle has passed an Inspection in the period which is 30 to 5 days before the Guaranteed Purchase Date (**Inspection Date**); and
 - (b) the amount, if any, secured over the Vehicle is less than the Guaranteed Purchase Price; and
 - (c) the Vehicle has travelled less than the total of the Maximum Permitted Kilometres at Guaranteed Purchase Date and the Permitted Excess Km's; and
 - (d) there has been no material change to the condition of the Vehicle between the Inspection Date and Guaranteed Purchase Date.
- 1.4 Subject to clause 4.1(d), on the Guaranteed Purchase Date:
- (a) if the Vehicle has travelled more than the Maximum Permitted Kilometres at Guaranteed Purchase Date (**P**) but less than the total of the Maximum Permitted Kilometres at Guaranteed Purchase Date plus the Permitted Excess Km's (**T**) the Guaranteed Purchase Price is reduced by an amount which is (actual Odometer reading of the Vehicle at the Guaranteed Purchase Date – P) x Excess Km Rate;

- (b) Honda will notify the Customer in writing whether:
 - (i) the conditions in clause 1.3 are satisfied and the Offer is able to be accepted; or
 - (ii) if the conditions are not satisfied and the failure to satisfy the conditions relates to any defect that can be cured by a repair, what Honda's estimate of the cost to repair remedy the defects (**Repair Estimate**) in which case Honda is deemed to have made a new offer on the same terms as the Offer except that the Guaranteed Purchase Price is reduced by the Repair Estimate and clause 1.4(c) applies.
- (c) if the Customer wishes to accept the Offer, the Customer must:
 - (i) complete and deliver the declaration attached to this Agreement to Honda; and
 - (ii) on or before the Guaranteed Purchase Date, deliver the Vehicle to an Authorised Dealer.

2. INSPECTION

2.1 To pass the Inspection the Vehicle must:

- (a) have been serviced and maintained by an Authorised Dealer in accordance with Vehicle manufacturers recommendation;
- (b) contain the Vehicle's service logbook and that logbook is maintained, complete, accurate and up to date;
- (c) be in a road worthy condition and up to warrant of fitness standard;
- (d) have no bodywork damage other than Fair Wear and Tear;
- (e) have tyres matching in all respects and without damage to treads or sidewalls;
- (f) not have any odour that cannot easily be removed;
- (g) have had any repairs carried out by an Authorised Repairer;
- (h) not require any remedial work to ready it for sale;
- (i) include all accessories or other options fitted to the Vehicle at the date of this Agreement and those accessories or options must be in good working order;
- (j) otherwise be of a standard and condition that could reasonably be expected for the same type of vehicle which has travelled a similar number of kilometres. As the Vehicle.

3. PAYMENT AND OWNERSHIP

3.1 Within 2 working days of the Guaranteed Purchase Date, Honda shall pay or satisfy its obligation to pay the Guaranteed Purchase Price as follows:

- (a) first, to any creditor having Security over the Vehicle;
- (b) the balance remaining (if any):
 - (i) to the Customer by electronic funds transfer to the Bank account specified by the Customer; or
 - (ii) if the customer is purchasing another Honda vehicle from an Authorised Dealer, the balance shall be paid by Honda to the Authorised Dealer as part payment of the purchase price of the vehicle and any surplus after that payment shall be paid to the Customer by electronic funds transfer to the Bank account specified by the Customer.

3.2 Ownership and risk in the Vehicle transfers to Honda on the Guaranteed Purchase Date.

4. TERMINATION OF THIS AGREEMENT

- 4.1 This Agreement is deemed to have terminated, without the need for any notice, if:
- (a) at any time before the Purchase Date the Finance Agreement has been varied including following an application for Hardship or at any time is bought to an end which for the avoidance of doubt includes where the Customer repays the Finance Agreement in full;
 - (b) except as provided in clause 1.4(b)(ii), any condition in clause 1.3 is not satisfied on the Guaranteed Purchase Date;
 - (c) at any time between the Inspection Date or Guaranteed Purchase Date any person is entitled to take possession or repossess the Vehicle;
 - (d) the Vehicle's odometer records the Vehicle has travelled more than the Guaranteed Purchase Date Odometer plus the Permitted Excess Km's;
 - (e) the Customer failed to comply with its obligations under clause 1.4(c), time being of the essence.

5. GENERAL

- 5.1 The Customer may not assign or novate this Agreement.
- 5.2 No amendment of this Agreement will be effective unless it is in writing and signed by Honda and the Customer.
- 5.3 Nothing in this Agreement affects the Customer's obligations or Honda's rights under the Finance Agreement.

6. DEFINITIONS

- 6.2 Capitalised terms under the headings Key Details and Vehicle have the meaning set out under those headings, but otherwise capitalised terms have the following meaning:

Agreement means this Honda EasyOwn agreement.

Authorised Dealer means an authorised Honda motor vehicle dealer.

Authorised Repairer means a body shop and or repairer authorised by Honda to carry out repairs.

Fair Wear and Tear has the meaning set out in the Schedule.

Finance Agreement means a credit agreement between Honda and the Customer where Honda provided finance to the Customer for the purpose of acquiring the Vehicle on the terms and conditions set out in a relevant promotion.

Honda means Honda New Zealand Limited.

Inspection means an inspection of the Vehicle carried out by an Authorised Dealer.

Offer means the offer described in clause 1.2.

Security means any interest, equity or other right of any other person (including any right to acquire, option or right of first refusal), mortgage, charge, pledge, lien, restriction, assignment, security interest, title retention, sale and buy back, sale and lease back or any other interest in property that legally or in substance secures any obligation of any person, or other arrangement of any nature having similar economic effect (and includes any "security interest" within the meaning of the Personal Property Securities Act 1999) and includes any agreement or arrangement to create any of the foregoing.

Signed for Honda New Zealand Ltd by:

Signature and Print Name

Date

Signed by or for the Customer by:

Signature and Print Name

Date

Honda EasyOwn**Declaration****Vehicle**

Year	
Make	
Model	
Registration No.	

VIN	
Accessories	

Inspection Date	
Pass / Fail	
Repair Estimate	
Excess Km's	
Excess Km Charge	

Defects

Words that are bold have the meaning set out above or are defined in the Honda EasyOwn agreement.

The Customer warrants and represents to Honda that:

- at the Guaranteed Purchase Date that the Customer is the legal and beneficial owner of the Vehicle and is authorised to accept the Offer; and
- the Customer has disclosed in writing to the Authorised Dealer carrying out the Inspection, any and all facts relating to the Vehicle that would or may impact on whether or not the Vehicle would pass the Inspection.

The Customer acknowledges that the Guaranteed Purchase Price is reduced by the amounts of the Repair Estimate and Excess Km Charge shown above, if applicable.

The Customer accepts the Offer and confirms and directs Honda New Zealand Ltd to pay the Guaranteed Purchase Price as set out in clause 3.1 of the Agreement. If there is any amount to be paid to the Customer, please pay that amount to the following bank account:

Bank Account Number:

Customer Signature

Customer Name

Schedule

Area of the Vehicle	Acceptable Fair Wear and Tear
Exterior - bodywork – all panels excluding bumpers and door moulding	<p>Areas of scratching and scuffing that are less than 100mm in length - provided there are no dents or cracks.</p> <p>Isolated dents under 15mm in length. Minor / Moderate stone chipping.</p>
Exterior – bumpers including door mouldings	<p>Areas of scratching and scuffing that are less than 150mm in length - provided there are no dents or cracks.</p> <p>Isolated dents under 20mm in length.</p>
Glass, lights & mirrors	<p>Light scratching and minor chipping to all glass and mirror surfaces.</p> <p>Ensure drivers line of sight is not affected and lights remain watertight.</p>
Signage	<p>Light fading or inconsistent paint finish to areas of paintwork that have been under business signage when such inconsistent finish can be remedied by a cut and polish / buffing.</p>
Wheels and tyres including the spare wheel and any tools	<p>Damage to offside wheel trims.</p> <p>Light damage, minor scratches to driver's side wheel trims.</p> <p>Light damage - scuffing / scraping to alloy wheels.</p>
Interior including seating, dashboard, fascia, trim, carpets, luggage areas	<p>Staining and dirt on carpets and fabrics - provided it can be removed by steam cleaning.</p> <p>Fading & Discolouring - provided it has been caused by exposure to sunlight and not through contact with inappropriate substances.</p> <p>Any wear due to aging or normal use.</p>
Keys and service books	<p>Any wear attributed to normal use.</p>