

Notice to purchaser: Sale excluding statutory warranties

PRESCRIBED WARNING

This warning is to be read to the purchaser by an officer authorised by the Commissioner, or member of the Northern Territory Police Force who is witnessing this contract in accordance with the [Consumer Affairs and Fair Trading Act 1990](#) and the [Consumer Affairs and Fair Trading \(Motor Vehicle Dealers\) Regulations 1992](#).

"This is to warn you that you are signing away many of your consumer rights and entitlements to warranty repairs to this vehicle and, should you experience a breakdown or require a repair that under the law the dealer is required to repair or see to, you may have to cover these costs yourself.

However, you can still expect the vehicle you are purchasing (the subject of this form) to be fit for its intended purpose, which for example requires the vehicle to be safe and remain registrable under Northern Territory law for a reasonable time after you purchase it. If you experience difficulties with this vehicle or it breaks down after purchase, contact the dealer immediately.

Keep this form safe and if you have any further queries regarding this, you are advised to contact Consumer Affairs."

Note: In this contract the name of the dealer will be referred to as "the dealer", the name of the purchaser is "the purchaser and the V.I.N is called "the vehicle".

See the [motor vehicle dealer licences](#) webpage for further information.

AGREEMENT made on (insert date):			
Between (dealer name):			
Trading name:			
And (name of purchaser):			
WHEREAS			
The dealer and the purchaser have entered into a contract for the sale and purchase of a			
Vehicle make:		Vehicle model:	
Registration no:		Engine no:	
Chassis no:			
AND			
Section 168 of the <i>Consumer Affairs and Fair Trading Act 1990</i> deems the obligation of the dealer to repair and make good, or cause to be repaired and made good, defects in the vehicle to be an express term of the contract.			
AND			
Section 169(1)(c) of the Act states that the statutory warranty deemed to be a term of the contract by section 168 may be excluded by a contract which complies with the requirements of section 169(4).			
IT IS AGREED:			
<ol style="list-style-type: none">1. THAT the term implied by section 168 of the Act is excluded from the contract of sale and purchase of the vehicle made between the dealer and the purchaser.*2. THAT the purchaser will not take any action to enforce against the dealer any obligation to repair and make good, or cause to be repaired and make good, certain defects in the vehicle which is deemed to be a term of the contract by section 168 of the Act.			

Signed by:			
Dealer name:		Dealer signature:	
Purchaser name:		Purchaser signature:	
I have read the prescribed warning to the purchaser and am satisfied that the purchaser understands the effect of the exclusion.			
Witnessed by:			
Signature of authorised officer or police officer:			
<p>NOTE:</p> <p>This contract is not valid unless witnessed by an officer authorised by the Commissioner or a member of the Northern Territory Police Force who has read to the purchaser the prescribed warning and is satisfied the purchaser understands the effects of the exclusion.</p> <p>* This contract does not restrict or otherwise affect any rights or remedies of the purchaser other than his right to take action under section 168 of the Act.</p>			