ANNEXURE TO VEHICLE PURCHASE AND SALE AGREEMENT

SPECIAL CONDITION: SELLER WARRANTIES, DISCLOSURE OF DEFECTS, AND INDEMNITY REGARDING UNDISCLOSED DEFECTS AND MILEAGE FRAUD

This Annexure forms an integral part of the Vehicle Purchase and Sale Agreement entered into by and between the Seller and the Purchaser (Consumer) for the vehicle described below:

Make & Model:	*[Insert Vehicle Make & Model]*
VIN / Chassis Number:	*[Insert VIN]*
Engine Number:	*[Insert Engine Number]*
Registration Number:	*[Insert Vehicle Registration Number]*

1. SELLER REPRESENTATIONS AND WARRANTIES

1.1. The Seller explicitly warrants and represents to the Purchaser that, prior to the execution of this agreement, the Vehicle:

(a) Has not been involved in any major structural or accident damage, save for any minor cosmetic repairs explicitly disclosed in writing prior to sale;[1]

(b) Has not had its odometer tampered with, altered, or reversed, and that the recorded mileage reflected on the odometer accurately represents the true cumulative distance traveled by the Vehicle;[1] and

(c) Is free from any pre-existing, undisclosed major mechanical, electrical, or structural defects.[2]

2. FINANCED VEHICLES (DEALERSHIP / COMMERCIALLY FINANCED SALES)

2.1. Where the Vehicle is purchased by way of a credit agreement or asset finance facility through a registered financial institution, the following conditions shall apply for the entire duration of the finance term:

(a) Should the Purchaser prove on a balance of probabilities (including, but not limited to, independent inspection reports, diagnostic assessments, or official vehicle history reports) that the Vehicle suffered undisclosed pre-existing accident damage, odometer manipulation, or pre-existing mechanical defects prior to the date of delivery;

(b) The Seller shall be held fully liable for all resulting financial losses, damages, legal costs, and outstanding liabilities owed to the financing institution;

(c) The Purchaser shall not be required to accept any offer of repair from the Seller, and the remedy options shall strictly be limited to full agreement cancellation, vehicle replacement, or total financial indemnification as provided in Clause 4 below.

3. PRIVATE SALES AND CASH TRANSACTIONS

3.1. In the event of a cash purchase, private sale, or direct payment (whether from a dealership or a private seller), the following warranty period applies for a period of twelve (12) consecutive calendar months from the date of vehicle delivery:

(a) If the Purchaser establishes without reasonable doubt or through verifiable independent technical evidence that the Vehicle contains undisclosed pre-existing accident damage, undisclosed pre-existing mechanical failure/defects,[2] or a reversed odometer;

(b) The Purchaser shall have the immediate right to cancel the agreement and demand either:

(i) A full refund of the total purchase price paid, along with ancillary transactional costs; or

(ii) A direct replacement of the Vehicle with a vehicle of equivalent value, age, and condition (free of defects), subject to the Purchaser's explicit consent.

4. EXCLUSION OF REPAIR REMEDY

4.1. The Parties expressly agree that where a breach of Clause 1 is proven under Clause 2 or Clause 3, the right or option of the Seller to repair the Vehicle is strictly excluded. The Purchaser is under no legal obligation to permit the Seller to attempt mechanical, cosmetic, or structural repairs to remedy undisclosed pre-existing misrepresentations or fraud.

5. SEVERABILITY AND GOVERNING LAW

5.1. This Annexure shall be governed by and construed in accordance with the laws of the Republic of South Africa, giving full consideration to applicable statutory protections including the Consumer Protection Act 68 of 2008 (where applicable) and common law principles of contract and misrepresentation.

FOOTNOTES & STATUTORY DISCLOSURES

[1] Disclosure of Patent Defects: Patent defects refer to apparent or visible flaws, damage, or wear (e.g., body scratches, cracked lenses, visible tire wear) that can be discovered through reasonable physical inspection. The Seller confirms that all patent defects known at the time of sale have been explicitly listed and disclosed to the Purchaser in writing prior to signing.

[2] Disclosure of Latent Defects: Latent defects refer to hidden, concealed, or non-obvious mechanical, structural, or electronic flaws (e.g., internal engine wear, hairline chassis cracks, faulty gearbox components, tampered odometers) that are not discoverable upon an ordinary visual inspection. The Seller warrants that all latent defects known or reasonably expected to exist have been fully disclosed, and confirms that no known latent defects were deliberately concealed from the Purchaser.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____

_____
SELLER (Signature)

Name: _____

ID/Reg No: _____

_____
PURCHASER (Signature)

Name: _____

ID No: _____