

Appendix

FORM A

CONTRACT FOR THE SALE OF A NEW FARM IMPLEMENT

Dealer's Name:		Purchaser's Name:	
Address:	Postal Code:	Address:	Postal Code:
Licence Number:		Date:	
Distributor's Name:		Address:	Postal Code:

1 The dealer and the purchaser agree to the terms and conditions of this contract covering the purchase of the new implement(s) and extra equipment [extra equipment includes all attachments or accessories to the implement(s)] described at the price set forth in this contract or in the attached schedule that is initialled by both parties and that forms part of this contract. Delivery date of the implement(s) and extra equipment is to be made not later than the _____ day of _____ 20____ (referred to in this contract as the delivery date)
 F.O.B. _____.

2 DESCRIPTION AND PRICE OF IMPLEMENT(S)

Implement Type	Make	Model	Size	Serial No.	Model Year	List Price
Extra Equipment						

3 DESCRIPTION AND VALUE OF TRADE-IN

Implement Type	Make	Model	Size	Serial No.	Market Value	Trade-in Value
Extra Equipment						

4 Add: Transportation Costs \$
 Other Charges \$
 Delivered List Price \$

5 Deduct Discount (if any) \$

6 Total Cash Price \$

7 Add: Property Insurance Fees \$

Credit Life Insurance Fees \$
 Other Fees \$

Specify
Total Fees \$

8 Total Cash Price-inc. fees \$

9 Deduct Net Trade-in \$
 Cash Payment \$

Other Credit \$
Total Payment \$

10 Unpaid balance \$

Total Trade-in Allowance \$
 Less Owing to \$
 Net Trade-in (to clause 9) \$

The purchaser certifies that the trade-in is free of all liens and encumbrances except as shown above.

11 Cost of borrowing \$

12 Time balance (10 and 11) \$

13 Cost of borrowing _____ per cent per annum on the unpaid balance from time to time

14 Cost of borrowing begins

15 The above implement(s) are purchased on the following terms (check one):

- Cash
- Security Agreement
- Promissory Note(s) bearing interest at _____ per cent per annum before maturity and at _____ per cent per annum after maturity.

The purchaser shall pay the unpaid balance, if not paid in cash, as per terms of the Security Agreement or Promissory Note(s) or true copy that is attached and that forms part of this contract.

16 The dealer and distributor warrant that the implement(s) is capable of developing _____ power at:

power take off; drawbar; or _____ (check one) if properly maintained and operated under suitable conditions.

17 The above implement(s) will perform well the work or functions for which it was intended and that principally includes:

18 The trial period under this contract must be the earlier of:

- (i) the first 10 days of use by the purchaser during the season of use; and
- (ii) the first 50 hours of use by the purchaser during the season of use.

19 If the implement(s) is not delivered to the purchaser on or before the delivery date stated in this contract or any extension of this contract mutually agreed on in writing, the purchaser may terminate this contract by giving notice in writing to the dealer. On termination of the contract the dealer shall return to the purchaser any moneys paid, discharge any security interest taken, and return in the same condition the implement(s) traded in as listed above, but if the trade-in cannot be returned in the same condition as received, the dealer shall pay to the purchaser the sum indicated as **market value** above. Time is of the essence.

20 This contract is made pursuant to and subject to *The Agricultural Implements Act* (Saskatchewan) and is deemed to be made and is to be interpreted and enforced according to the laws of the Province of Saskatchewan.

21 The purchaser certifies that the implement(s) will be used exclusively for agricultural purposes. The farmstead of the purchaser is located on Sec. _____; T. _____; R. _____; W. _____.

Dealer or Authorized Agent's Signature

Purchaser's Signature(s)

BACK OF FORM A

The Agricultural Implements Act provides the following statutory warranties:

Warranties re sale of new implement

36(1) Every contract for the sale of a new implement is deemed to include the express joint and several warranties on the part of the dealer and the distributor that are mentioned in this section.

- (2) The warranties mentioned in this section are to apply for the longer of:
 - (a) one year from the date of first use of the new implement; and
 - (b) any longer period that is provided by this Act or is set out in the sales contract.
- (3) Every contract for the sale of a new implement is deemed to include a warranty that the new implement is well-made and of good materials.
- (4) Every contract for the sale of a new implement is deemed to include a warranty that, if the new implement is properly used and operated, it will perform well the work for which it is intended.
- (5) Every contract for the sale of a new implement is deemed to include a warranty that the purchaser may do the things mentioned in subsection (6) if:
 - (a) the new implement does not perform well the work for which it is intended within a period that is the earlier of:
 - (i) the first 10 days of use by the purchaser during the season of use; and
 - (ii) the first 50 hours of use by the purchaser during the season of use;
 - (b) within the period mentioned in clause (a), the purchaser gives written notice to the dealer at the address given for the dealer in the sales contract, or to the distributor, that the implement does not work well; and
 - (c) within a period of seven days following receipt of the written notice mentioned in clause (b), the dealer or the distributor does not make the implement perform well the work for which it is intended.
- (6) In the circumstances mentioned in subsection (5):
 - (a) the purchaser may, by giving written notice to the dealer or the distributor within the three days immediately following the seven-day period mentioned in clause (5)(c), reject the implement; and
 - (b) if the purchaser rejects the implement in accordance with clause (a):
 - (i) the sales contract is ended;
 - (ii) the purchaser is entitled to a return of any moneys paid or notes given by the purchaser for the purchase of the implement and of the freight charges paid by the purchaser; and

- (iii) if any goods have been taken in trade by the dealer, the dealer shall:
 - (A) return those goods to the purchaser; or
 - (B) if the goods cannot be returned in the same condition or have been sold to a third party, pay to the purchaser the amount of the fair market value of those goods.
- (7) Notwithstanding subsections (5) and (6), the purchaser is deemed to forfeit the purchaser's right to reject an implement if the purchaser fails to give either of the written notices within the period mentioned in those subsections, unless the dealer or distributor either before or after the expiration of the period does any act or engages in any conduct that leads the purchaser to believe that the written notices are not required to be given or had been given.
- (8) If the dealer is required pursuant to subsection (6) to return any goods given in trade by the purchaser but has, before the termination of the sale contract, incurred costs or performed work in repairing or reconditioning those goods, the dealer may refuse to return those goods until:
 - (a) the purchaser has paid for the reasonable costs of the repairs or reconditioning, including labour costs that must be determined using:
 - (i) the usual rate charged by that dealer at the time; and
 - (ii) a reasonable time charged for doing the work; or
 - (b) arrangements satisfactory to the dealer have been made for the payment of those costs.
- (9) Every contract for the sale of a new implement is deemed to include a provision that if, within the seven-day period mentioned in clause (5)(c), the dealer or distributor makes the new implement perform well the work for which it is intended and if the purchaser's failure to make the implement perform well was due to the purchaser's own improper management or want of skill in operating the implement, the purchaser shall pay the expenses incurred by the dealer or distributor in making the implement work well.
- (10) Every contract for the sale of a new implement is deemed to include a warranty that:
 - (a) the new implement will be durable if used under fit and suitable conditions and kept with proper care;
 - (b) parts proving defective will be replaced free of charge on return of the defective parts to the dealer's place of business or to the distributor;
 - (c) if the purchaser returns the new implement to the dealer's place of business, the dealer will install the new parts without charge; and
 - (d) all parts replaced within the warranty period are durable for the duration of the original warranty period mentioned in subsection (2) or for 90 days from the date of installation, whichever is longer.

(11) Every contract for the sale of a new implement is deemed to include a warranty that, for a period of 10 years from the date of sale indicated on the sales contract:

- (a) all necessary parts for the implement will be kept by the distributor in Saskatchewan; and
- (b) the purchaser will be able to obtain all necessary parts within a reasonable time at the distributor's place of business.

The Agricultural Implements Act provides the following regarding emergency repair service and parts:

Provisions respecting emergency repair service and parts

33(1) Where, within 10 years of the date of its sale as a new implement, an implement breaks down during the season of use and cannot be operated to perform, with reasonable efficiency, the intended functions set out in the contract of purchase, the dealer and the distributor shall provide to the purchaser emergency parts service for the implement.

(2) Where parts are required for emergency repairs, the purchaser shall, when ordering the parts, notify the dealer that the parts are required for emergency repairs and the dealer shall identify the order as an emergency order and indicate thereon the date and time the order was placed and provide the purchaser with a copy of the order.

(3) Where the purchaser has, under subsection (2), notified the dealer that parts are required for emergency repairs, the dealer shall notify the distributor to that effect.

(4) If a purchaser orders parts for emergency repairs, the dealer and the distributor shall ensure that those parts are available at the dealer's place of business within 72 hours from the time the order was made, not including holidays, unless delivery of the parts cannot be made within that period because of strikes or other conditions beyond the control of the dealer and the distributor.

(5) Repealed.

(6) Any extra costs in excess of the current list price charged to a purchaser for obtaining parts shall be shown separately on the invoice or bill to the purchaser and no such extra cost shall be included as part of the price of the parts.

(7) Where a dealer or distributor from whom a purchaser orders parts fails to obtain those parts within the time specified in subsection (4), the dealer and distributor are jointly and severally liable, except where delivery of the parts cannot be made because of conditions beyond the control of the dealer and the distributor, to pay to the purchaser an amount equal to one-half of the normal rental rate applicable for the implement from the date of the expiry of the time limit for delivery to the date on which those parts are made available to the purchaser at the dealer's place of business.

(8) The payment under subsection (7) shall be made only for the time during which the implement would normally have been used.

(9) In lieu of making payments as set out in subsections (7) and (8), the dealer and distributor may:

(a) supply the purchaser with another implement that is suitable and capable of functioning properly; and

(b) if the dealer and distributor supply the purchaser with another implement pursuant to clause (a), charge the purchaser rental for that implement, to a maximum of one-half of the normal rental rate for that implement.

(9.1) The dealer and distributor are jointly responsible for supplying the replacement equipment and are to bear equally the cost imposed on them pursuant to subsection (9) of supplying the replacement equipment.

(9.2) Replacement equipment may be supplied:

(a) by the dealer or distributor; or

(b) if the dealer or distributor chooses not to supply the replacement equipment, by another supplier at the expense of the dealer and distributor.

(9.3) In subsections (9.1) and (9.2), **“replacement equipment”** means an implement supplied pursuant to subsection (9).

(10) The normal rental rates mentioned in this section shall be those established by the board.