

FORM B
 CONTRACT FOR SALE OF A SECOND HAND OR USED 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 second hand or used 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 \$

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

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** \$

- 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 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.

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WARRANTY	
To be completed per warranty agreed on. If warranty does not apply check "No Warranty".	
NO WARRANTY	<input type="checkbox"/>
WARRANTY	_____

18 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.

19 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 B

EMERGENCY REPAIR PARTS SERVICE

The Agricultural Implements Act in respect of emergency repair service and parts provides as follows:

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.