

I. **MOTOR VEHICLE TRADE-IN AND IMPORT FINANCING FACILITY AGREEMENT**

This Motor Vehicle Trade-in and Import Financing Agreement ("Agreement") is made on _____ day of _____, 20____ between, the Parties:

(1) MOMENTUM	(2) THE CUSTOMER
<p>MOMENTUM CREDIT LIMITED Registration number: _____ 9th Floor, International House, Mama Ngina Street, Nairobi P.O. Box 29175 - 00100 Nairobi, Kenya, E-mail: info@momentumcredit.co.ke Website: https://momentumcredit.co.ke/ Phone number: 0709 434 000 (Hereinafter referred to as the "Momentum" which expression shall, where the context so requires, include the Momentum's successors in title and assigns (whether immediate or derivative)) of the first part.</p>	<p>[<i>FULL NAMES OF THE CLIENT</i>] National ID number: _____ Address: _____ E-mail: _____ Phone number: _____ (Hereinafter referred to as the "Customer" which expression shall, where the context so admits include the Customer's personal representatives, successors, heirs, and assigns whether immediate or derivative) on the other part.</p>
<p>Both hereafter collectively referred to as the "Parties" or separately as "Party".</p>	

BACKGROUND:

- A. The Customer is the person whose details are set out in Section **2.6** of the Motor Vehicle Trade-in and Importation Application Form; being the person identified as the lawful registered owner of the motor vehicle whose particulars are set out in Section **2.1, 2.2, 2.3, 2.4, 2.5 and 2.6** of Section **2** of the Motor Vehicle Trade-in and Importation Application Form (the "**Trade-in Vehicle**") and whose signature appears hereunder.
- B. The Customer has traded-in the Trade-in Vehicle to Momentum at the Trade-in Valuation Amount in partial settlement of the purchase price of a higher value motor vehicle to be imported by Momentum for the Customer pursuant to the Motor Vehicle Trade-in and Import Financing Facility Agreement that he/she has signed (the "**Imported Vehicle**").
- C. Pursuant to Recital (B) above, the Customer has applied to Momentum:
 - (a) for an import financing facility to be utilised towards the sourcing, purchase, importation, registration and registration of the Imported Vehicle by Momentum on behalf of the Customer; and
 - (b) for Momentum to facilitate the importation of the Imported Vehicle on the Customer's behalf and deliver it to the Customer.
- D. Momentum has at the request of the Customer agreed to grant and make available to the Customer, import financing facilities and such financial accommodation, financing, credit and advances as hereinafter referred to in an aggregate maximum principal amount (in whatever currency or currencies denominated) as set out in the Letter of Offer (this sum hereinafter called the "**Maximum Principal Amount**") or such lower amount as may from time to time be fixed by Momentum in its sole and absolute discretion on the terms and conditions of, inter alia, this Agreement, for the purchase and importation of the Imported Vehicle from the Territory by the Customer to Kenya comprising the Import Financing Facility.
- E. The Parties have negotiated and agreed that it is mutually beneficial to enter into this Agreement to govern their relationship and establish the boundaries of responsibilities of the Parties with regard to: (a) the trade-in and sale of the Trade-in Vehicle; and (b) the financing, sourcing, purchasing, importation, registration and delivery of the Imported Vehicle and subject to all covenants, terms, and conditions set out in this Agreement entered into by Momentum and the Customer.
- F. The Parties have signed this Agreement, consisting of the Special Conditions and the General Condition

II. SPECIAL CONDITIONS FOR THE MOTOR VEHICLE TRADE-IN AND IMPORT FINANCING FACILITY

	Service type:	Motor Vehicle Trade-in and Import Financing Facility
1.	Maximum Principal Amount:	Kshs
2.	Monthly Fee amount:	Kshs
3.	Monthly Instalment Payment amount:	Kshs
4.	Repayment conditions:	Pursuant to this Agreement
5.	Monthly Interest rate	3% flat rate equivalent to a reducing balance rate of up to 4.65% subject to the loan term
6.	Processing Fees	4% of the capitalized loan amount
7.	Interest on Outstanding Dues	0.33% per day
8.	Maximum Loan Term	24 months
9.	Number of Instalments	24 instalments

- 1.
2. Pursuant to terms of this Agreement:
 - (a) at the request of the Customer, Momentum has made available the Import Financing Facility to the Customer which Import Financing Facility funds shall be applied to finance the purchase, importation and registration of a Imported Vehicle by Momentum on behalf of the Customer pursuant to the terms of this Agreement, and which Imported Vehicle shall secure the repayment of the borrowed Import Financing Facility amount in accordance with the provisions of this Agreement;
 - (b) the Customer has engaged the Custodian to provide Custodial Services and shall transfer the title of the Trade-in Vehicle to the Custodian who shall accept and shall hold the title and logbook of the Trade-in Vehicle in the name of the Custodian as custodian for the Customer pending the occurrence of the events specified in clauses 2.2(b) and 13.2 of the General Conditions of the Motor Vehicle Custody Services Agreement and subject to the terms of this Agreement;
 - (c) the Customer has engaged the Selling Agent to provide marketing and sales agency services in respect of the Trade-in Vehicle and to conclude a sale contract with the interested Buyer for sale of Trade-in Vehicle pursuant to the terms of the Motor Vehicle Sale Agency Agreement and this Agreement;
3. The Customer authorizes Momentum to be his attorney and in his/her name and on his behalf to execute and do any assurances, acts and things which the Customer ought to execute and do, and to exercise any powers and rights under this Agreement, the Motor Vehicle Custody Services Agreement and the Motor Vehicle Sale Agency Agreement.
4. This Agreement sets out the complete terms and conditions which shall be applicable to the trade-in and sale of the Trade-in Vehicle, the importation of the Imported Vehicle, and the Import Financing Facility requested by the Customer and granted by Momentum.
5. The Customer hereby acknowledges that he/she has accessed or received a copy of the Agreement comprising of these Special Conditions and the General Conditions found at this URL link <https://momentumcredit.co.ke/terms-and-conditions> or from Momentum and/or the Selling Agent by email or by WhatsApp or by any electronic means, or a hard copy. The Customer acknowledges that he/she has read, has understood, and agrees to both the Special Conditions and the General Conditions that he/she accessed or received.
6. The Customer by signing these Special Conditions hereby irrevocably agrees to be bound by the Agreement, and the execution of these Special Conditions by the undersigned, the Customer shall constitute the execution of the Agreement by the Customer.
7. All other terms and conditions of the Agreement, not specified in these Special Conditions, are set out in the General Conditions of the Agreement, which are binding for both Parties.
8. The Parties agree that the terms of the General Conditions of the Agreement are confirmed as if the same were set out in these Special Conditions of the Agreement in full and that such terms shall for all purposes be deemed incorporated in these Special Conditions of the Agreement.
9. This Agreement and any amendments or variations thereto take effect on their date of application.
10. Momentum is hereby authorized to attach these Special Conditions of the Agreement to the General Conditions of the Agreement.

SIGNED by the said **CUSTOMER** in the presence of:
WITNESS

.....

Signature:

Name:

Appendix 2: Cancellation of the transaction

1. The transaction contemplated under this Agreement may be cancelled under clause 11.4 and clause 11.5 of this Agreement if:
 - (a) the Customer fails to proceed with the transaction;
 - (b) the Customer for any valid reason is unable to proceed with the transaction;
 - (c) the Customer notifies Momentum of his wish to cancel the importation of the Imported Vehicle;
 - (d) the Customer notifies Momentum of his wish to cancel the sale of the Trade-in Vehicle;
 - (e) any of the documents given to Momentum by the Customer, is or becomes for any reason whatsoever invalid or unenforceable;
 - (f) the Customer does not provide all required information and documentation regarding the Trade-in Vehicle within seven (7) days of issuance of the Letter of Offer;
 - (g) the Trade-in Vehicle is registered in a different jurisdiction other than Kenya including without limitation South Sudan, Uganda, Tanzania, Burundi, among others;
 - (h) the Customer fails to deliver the Trade-in Vehicle for valuation for the initial or final inspection and valuation;
 - (i) the Trade-in Vehicle does not conform to the warranties or information as provided herein and under the Transaction Documents;
 - (j) the physical and mechanical condition of the Trade-in Vehicle upon handover to the Selling Agent as well as the final valuation of the Trade-in Vehicle varies significantly from the initial condition and valuation;
 - (k) the Customer disputes and rejects any revised Trade-in Valuation Amount arrived at by Momentum after the completion of the final inspection and valuation of the Trade-in Vehicle by the Selling Agent;
 - (l) to the extent allowed by law, the Trade-in Valuation Amount is incorrect due to technical issues or glitches;
 - (m) the Imported Vehicle selected by the Customer, while being inspected at the country of exportation is found not comply with the pre-export verification of conformity criteria, and the replacement Imported Vehicle falls under either paragraph 1(e) or 1(f) of this Appendix 2;
 - (n) a vehicle that corresponds with the Customer's specifications cannot be found;
 - (o) a Vehicle that corresponds with the target price cannot be found;
 - (p) Momentum does not wish to continue with the transaction; or
 - (q) the Customer does not wish to continue with the transaction.
2. The following shall apply to any transaction cancelled by the Customer:
 - (a) if the transaction is cancelled:
 - (i) at the vehicle inspection stage (the period commencing when Momentum instructs its motor vehicle inspection service provider to inspect the Imported Vehicle and ending on completion of the inspection of the Imported Vehicle) of the transaction; or
 - (ii) at the pre-shipment stage (the period between the completion of inspection of the Imported Vehicle, and the shipping of the Imported Vehicle) of the transaction,
 - (iii) Momentum shall surcharge the Customer three per cent (3%) of the Imported Vehicle's total importation cost, comprising of the CIF Price plus all other costs, charges and expenses; and
 - (b) if the transaction is cancelled at the post shipment stage (the period between the shipping of the Imported Vehicle from the country of exportation and delivery to the Customer):
 - (i) the cancellation by the Customer shall be considered an Event of Default under clause 18 of this Agreement;
 - (ii) Momentum will clear the Imported Vehicle at the Port of Mombasa, pay all requisite charges and shall dispose the Imported Vehicle, require the Customer to pay with immediate notice any outstanding amounts of the Import Financing Facility;
 - (iii) Momentum shall demand a cancellation fee of KES 25,050.00 from the Customer as a condition precedent for Momentum to instruct the Custodian to transfer the Trade-in Vehicle back to the Customer;
 - (iv) all costs, losses and expenses incurred by Momentum (including foreign exchange losses) resulting from such cancellation of the transaction by the Customer, shall become immediately due and payable on demand by the Customer; and
 - (v) Momentum shall sue the Customer for any outstanding amounts set out in this paragraph 2(b) of Appendix 2.

[Client's Copy]

Part 1. Customer's Details

Particulars	
Name:	
Passport/ ID Number:	
Postal Address:	
KRA PIN:	
Phone Number:	

Part 2. Trade-in Valuation Amount:

Particulars	(Amount in KES)
The Trade-in Valuation Amount:	

Part 3. Particulars of the Trade-in Vehicle

Particulars	
Registration Number:	
Make:	
Model:	
Colour:	
Chassis Number:	
Date of registration:	

Part 4. Momentum's bank account

Particulars	
Account Name:	Momentum Credit Limited
Account Number:	7177250035
Bank Code:	40407000
Bank:	NCBA
Branch:	Mama Ngina Street
Branch Code:	07003
SWIFT Code:	CBAFKENXXXX

[MCL's Copy]

Annex A

Part 1. Customer's Details

Particulars	
Name:	
Passport/ ID Number:	
Postal Address:	
KRA PIN:	
Phone Number:	

Part 2. Trade-in Valuation Amount:

Particulars	(Amount in KES)
The Trade-in Valuation Amount:	

Part 3. Particulars of the Trade-in Vehicle

Particulars	
Registration Number:	
Make:	
Model:	
Colour:	
Chassis Number:	
Date of registration:	

Part 4. Momentum's bank account

Particulars	
Account Name:	Momentum Credit Limited
Account Number:	7177250035
Bank Code:	40407000
Bank:	NCBA
Branch:	Mama Ngina Street
Branch Code:	07003
SWIFT Code:	CBAFKENXXXX

V. **MOTOR VEHICLE CUSTODY SERVICES AGREEMENT**

This Motor Vehicle Custody Services Agreement ("Agreement") is made on _____ day of _____, 20 _____ between, the Parties:

(1) THE CUSTODIAN	(2) THE REGISTERED OWNER
<p>OT LAW LLP Registration number: _____ Physical address: 4th Floor, KMA Centre, Chyulu Road, Nairobi Postal address: P.O. Box 29107 - 00100 Nairobi, Kenya, E-mail: custodian@otadvocates.co.ke</p> <p>(hereinafter referred to as the "Custodian" which expression shall, where the context so requires, include the Custodian's successors in title and assigns (whether immediate or derivative)) of the first part.</p>	<p>[FULL NAMES OF THE REGISTERED OWNER] National ID number: _____ Address: _____ E-mail: _____ Phone number: _____</p> <p>(hereinafter referred to as the "Registered Owner" which expression shall, where the context so admits include the Registered Owner's personal representatives, successors, heirs, and assigns (whether immediate or derivative) on the other part.</p>
<p>Both hereafter collectively referred to as the "Parties" or separately as "Party".</p>	

BACKGROUND:

- A. The Registered Owner is the person whose details are set out in Section [2.6] of the Motor Vehicle Trade-in and Import Financing Facility Application Form; being the person identified as the lawful registered owner of the motor vehicle whose particulars are set out in Section [2.1] of Section [2] of the Motor Vehicle Trade-in and Import Financing Facility Application Form (the "**Trade-in Vehicle**") and whose signature appears hereunder.
- B. The Registered Owner has traded-in his/her Trade-in Vehicle to Momentum at the Trade-in Valuation Amount in partial settlement of the purchase price of a higher value motor vehicle to be imported by Momentum for the Registered Owner pursuant to the Motor Vehicle Trade-in and Import Financing Facility Agreement that he/she has signed.
- C. The Registered Owner has engaged the Custodian: (a) to hold the title and logbook of the Trade-in Vehicle in the Custodian's corporate name as custodian of the Registered Owner; and (b) to effect the transfer of the Trade-in Vehicle to the Buyer procured by the Selling Agent upon the conclusion of a sale contract between the Buyer and the Registered Owner in respect of the Trade-in Vehicle (the "**Custodial Services**").
- D. The Registered Owner and the Custodian desire to evidence their intent to properly bring about the custody of the Trade-in Vehicle as described in this Agreement.
- E. The Parties have signed this Agreement, consisting of the Special Conditions and the General Conditions.

VI. SPECIAL CONDITIONS FOR THE MOTOR VEHICLE CUSTODY SERVICES AGREEMENT

	Service type:	Motor Vehicle Title Custody Service
1.	Custody service fee amount:	Kshs <input type="text"/>
2.	Payment conditions:	Pursuant to this Agreement

- 1. Pursuant to terms of this Agreement, the Registered Owner shall transfer the title of the Trade-in Vehicle to the Custodian who shall accept and shall hold the title and logbook of the Trade-in Vehicle in the name of the Custodian as custodian for the Registered Owner pending the occurrence of the events specified in clauses 2.2(b) and 13.2 of the General Conditions of this Agreement, subject to the terms of this Agreement.
- 2. On the occurrence of the events specified in clauses 2.2(b) and 13.2 of the General Conditions, the Custodian shall in reliance on the Irrevocable Consent to Transfer and upon receipt of notification from Momentum and/or the Selling Agent that the agreed Purchase Amount has been paid in full and in cleared funds to Momentum by the Buyer, the Custodian shall transfer the Trade-in Vehicle from its corporate name to the Buyer in accordance with the terms of clause 13.2 herein, subject to the terms of this Agreement.
- 3. The Registered Owner authorizes the Custodian to be his attorney and in his/her name and on his behalf to execute and do any assurances, acts and things which the Registered Owner ought to execute and do under this Agreement, and exercise any powers and rights in this Agreement.

4. This Agreement sets out the complete terms and conditions which shall be applicable to the provision of the Custodial Services to the Registered Owner by the Custodian.
5. This Agreement and any amendments or variations thereto take effect on their date of application.
6. The Registered Owner hereby acknowledges that he/she has accessed or received a copy of the Agreement comprising of these Special Conditions and the General Conditions found at this URL link <https://momentumcredit.co.ke/terms-and-conditions> or from Momentum and/or the Selling Agent by email or by WhatsApp or by any electronic means, or a hard copy. The Registered Owner acknowledges that he/she has read, has understood, and agrees to both the Special Conditions and the General Conditions that he/she accessed or received.
7. The Registered Owner by signing these Special Conditions hereby irrevocably agrees to be bound by the Agreement, and the execution of these Special Conditions by the undersigned, the Registered Owner shall constitute the execution of the Agreement by the Registered Owner.
8. All other terms and conditions of the Agreement, not specified in these Special Conditions, are set out in the General Conditions of the Agreement, which are binding for both Parties.
9. The Parties agree that the terms of the General Conditions of the Agreement are confirmed as if the same were set out in these Special Conditions of the Agreement in full and that such terms shall for all purposes be deemed incorporated in these Special Conditions of the Agreement.
10. The Custodian is hereby authorized to attach these Special Conditions of the Agreement to the General Conditions of the Agreement.

SIGNED by the said **REGISTERED OWNER** in the presence of:
 WITNESS

.....

Signature:

Name:

EXECUTED on behalf of **THE CUSTODIAN** by duly authorized representative in the presence of:
 WITNESS

.....

Signature:

Name:

Schedule 1: Irrevocable Consent to Transfer

[.....INSERT DATE.....]

To: Eezy Track Limited,
 International Life House, 9th Floor,
 P. O. Box 29175 – 00100,
NAIROBI.

To: OT Law LLP,
 KMA Centre, Block E, 4th Floor,
 P. O. Box 29107 – 00100,
NAIROBI.

REF: IRREVOCABLE CONSENT TO TRANSFER LOGBOOK ON NTSA TIMS AND DELIVER VEHICLE TO THE BUYER OF MY VEHICLE; AND INDEMNIFICATION OF MOMENTUM CREDIT LIMITED, EEZY TRACK LIMITED AND OT LAW LLP (“INDEMNITEES”)

Dear Sirs,

I/We, [NAMES]:

1. _____, of National ID/Passport Number _____
2. _____, of National ID/Passport Number _____

hereby expressly and irrevocably give our consent, and authorize:

- (a) Eezy Track Limited to:
 - (i) deliver and hand over my motor vehicle with registration number [NUMBER] _____, Make _____, Chassis No. _____ (“the Trade-in Vehicle”); and
 - (ii) deliver and hand over the original logbook of the Trade-in Vehicle; and
- (b) OT Law LLP to transfer of the Trade-in Vehicle on NTSA TIMS,

to the Buyer, being the person, whose particulars are set out below:

[FULL NAMES OF BUYER] _____ of National ID/Passport Number _____ (“the Buyer”).

Indemnity

In consideration of your complying with my/our above request, i/we hereby agree as follows:

1. To indemnify and defend you, your officers, employees, servants and agents and to hold all of you harmless in respect of any liability, loss, damage, claim or expense of whatsoever nature which you may sustain by reason of relying on this irrevocable consent and by the reason of the Trade-in Vehicle being delivered and handed to the Buyer and the logbook being transferred to the Buyer in accordance with my/our consent herein.
2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the delivery of the Trade-in Vehicle and the logbook being transferred to the Buyer as aforesaid, to provide you or them on demand with sufficient funds to defend the same.
3. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.
4. This indemnity shall be governed by and construed in accordance with Kenyan laws and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the courts of law of Kenya.

Thank you for your kind cooperation.

Yours faithfully,

.....

Name:

P. O. Box [POSTAL ADDRESS –POSTAL CODE]

[CITY/TOWN],

Kenya

VII. MOTOR VEHICLE SALE AGENCY AGREEMENT

This Motor Vehicle Sale Agency Agreement ("Agreement") is made on _____ day of _____, 20 _____ between, the Parties:

(1) THE REGISTERED OWNER	(2) EEZY TRACK LIMITED
<p>[FULL NAMES OF THE REGISTERED OWNER] National ID number: _____ Address: _____ E-mail: _____ Phone number: _____</p> <p>(hereinafter referred to as the "Principal" which expression shall, where the context so admits include the Principal's personal representatives, successors, heirs, and assigns whether immediate or derivative) on the other part.</p>	<p>2nd Floor, Karen Hardy Business Park, Koitobos Road P.O. Box 15627 – 00509, Nairobi E-mail: info@eezygroup.net Phone number: +254 709 335 003</p> <p>(Hereinafter referred to as the "Selling Agent" which expression shall, where the context so admits include the Selling Agent's successors, heirs, and assigns whether immediate or derivative) on the other part.</p>
<p>Both Principal and Selling Agent hereafter collectively referred to as the "Parties" or separately as "Party".</p>	

BACKGROUND:

- A. The principal is the person whose details are set out in Section [NUMBER] of the Motor Vehicle Trade-in and Import Financing Facility Application Form; being the person identified as the lawful and registered owner of the motor vehicle whose particulars are set out in Section [NUMBER] of the Motor Vehicle Trade-in and Import Financing Facility Application Form (the "**Trade-in Vehicle**") and whose signature appears hereunder.
- B. The principal has traded-in his/her Trade-in Vehicle to Momentum Credit Limited ("**Momentum**") at the Trade-in Valuation Amount in partial settlement of the purchase price of a higher value motor vehicle to be imported by Momentum for the Principal pursuant to the Motor Vehicle Trade-in and Import Financing Facility Agreement that he/she has signed.
- C. The principal has engaged the Selling Agent to provide marketing and sales agency services in respect of the Principal's Trade-in Vehicle and to conclude a sale contract with an interested buyer for sale of Trade-in Vehicle.
- D. The Principal and the Selling Agent desire to evidence their intent to market and sell the Trade-in Vehicle as described in this Agreement.
- E. The Parties have signed this Agreement, consisting of the Special Conditions and the General Conditions

IX. SPECIAL CONDITIONS FOR THE MOTOR VEHICLE SALE AGENCY AGREEMENT

1.	Service type:	Motor Vehicle Sale Agency
2.	Payment conditions:	Pursuant to this Agreement

- 1. The principal appoints the Selling Agent as its exclusive selling agent for the sale of the Trade-in Vehicle on the terms of this Agreement, and the Selling Agent agrees to act in such capacity.
- 2. Pursuant to terms of this Agreement,
 - (a) the Selling Agent:
 - (i) will market, advertise, obtain enquires and orders for Trade-in Vehicle from potential buyers;
 - (ii) will conclude a sale contract with the Buyer for sale of Trade-in Vehicle; and
 - (iii) shall ensure that the Buyer pays the agreed Purchase Amount to Momentum in cleared funds to the bank account nominated by Momentum in writing.
 - (b) the principal:
 - (i) confirms that he/she is the lawful, registered owner of the Trade-in Vehicle;
 - (ii) shall deliver the original logbook of the Trade-in Vehicle to the Selling Agent;
 - (iii) shall transfer the title and logbook of the Trade-in Vehicle to the Custodian;
 - (iv) has pursuant to the Irrevocable Consent to Transfer that he/she has signed, instructed the Custodian to effect the transfer of the Trade-in Vehicle to the Buyer subject to the provisions of clauses 2.2(b) and 13.2 of the General Conditions of the Motor Vehicle Custody Services Agreement and the clause 3 of the General Conditions of the Motor Vehicle Sale and Transfer Agreement;
 - (v) shall deliver the Trade-in Vehicle to Momentum or Eezy Track, in the event that the Registered Owner had physical possession of the Trade-in Vehicle;
 - (vi) pursuant to the terms of the Motor Vehicle Trade-in and Import Financing Facility Agreement that he/she has signed, authorises Momentum to receive the Purchase Amount in respect of the Trade-in Vehicle from the Buyer; and

- (vii) hereby instructs Momentum, the Selling Agent and the Custodian to deliver to the Buyer: (A) the Trade-in Vehicle; (B) an original executed version of the Motor Vehicle Sale and Transfer Agreement; (C) keys; and (D) original logbook of the Trade-in Vehicle.
- 3. The Selling Agent shall be paid the agreed commission due to the Selling Agent by Momentum from the agreed Purchase Amount to Momentum.
- 4. The Principal has authorized the Selling Agent to be his attorney and in his/her name and on his behalf to execute and do any assurances, acts and things which the Principal ought to execute and do under this Agreement including without limitation, the actions set out in clauses 5(b) hereinabove, and exercise any powers and rights in this Agreement.
- 5. This Agreement sets out the complete terms and conditions which shall be applicable to the agency relationship between the Principal and the Selling Agent; and the sale of the Trade-in Vehicle sale to the Buyer.
- 6. This Agreement and any amendments or variations thereto take effect on their date of application.
- 7. The Parties hereby acknowledge that they have accessed or received a copy of the Agreement comprising of these Special Conditions and the

- General Conditions found at this URL link <https://momentumcredit.co.ke/terms-and-conditions> or from the Selling Agent by email or by WhatsApp or by any electronic means, or a hard copy. The Parties acknowledges that they have read, have understood, and agree to both the Special Conditions and the General Conditions that they accessed or received.
- 8. The Parties by signing these Special Conditions hereby irrevocably agree to be bound by the Agreement, and the execution of these Special Conditions by the undersigned, the Principal and the Selling Agent shall constitute the execution of the Agreement by the Principal and the Selling Agent.
 - 9. All other terms and conditions of the Agreement, not specified in these Special Conditions, are set out in the General Conditions of the Agreement, which are binding for both Parties.
 - 10. The Parties agree that the terms of the General Conditions of the Agreement are confirmed as if the same were set out in these Special Conditions of the Agreement in full and that such terms shall for all purposes be deemed incorporated in these Special Conditions of the Agreement.
 - 11. The Selling Agent is hereby authorized to attach these Special Conditions of the Agreement to the General Conditions of the Agreement.

SIGNED by the said **PRINCIPAL** in the presence of:
 WITNESS

.....

Signature:

Name:

EXECUTED on behalf of the **SELLING AGENT** by duly authorized representative in the presence of:
 WITNESS

.....

Signature:

Name:

