

## ES Auto – Vehicle Sales Terms & Conditions (Alberta)

*Last updated: September 4, 2025*

Important: These Terms are tailored for an Alberta automotive business and incorporate Alberta Motor Vehicle Industry Council (AMVIC) requirements and Alberta laws. They are provided for general information only and are not legal advice. ES Auto may update these Terms from time to time.

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### 1) Who we are

Business name: ES Auto (the “Dealer”, “we”, “us”, “our”)

Location: Calgary, Alberta

AMVIC licence #: S2036528

Contact: [eric.spano@esautoyyyc.com](mailto:eric.spano@esautoyyyc.com) | [www.esautoyyyc.com](http://www.esautoyyyc.com)

These Terms apply to the sale of new-to-you/used motor vehicles and related products or services by ES Auto to a consumer (“you”, “your”) in Alberta.

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### 2) Governing law & regulator

These Terms are governed by the laws of Alberta, including the Consumer Protection Act, the Automotive Business Regulation (ABR), the Traffic Safety Act (including the Vehicle Equipment Regulation), and the Sale of Goods Act (Alberta). The industry regulator is AMVIC (Alberta Motor Vehicle Industry Council). For information or complaints you may contact AMVIC at 1-877-979-8100 or [www.amvic.org](http://www.amvic.org).

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### 3) All-in pricing & taxes

- All-in advertised pricing: Any price we advertise for a specific vehicle already includes all dealer fees and charges we intend to collect (e.g., documentation/administration fee, AMVIC levy, pre-delivery inspection).
  - Add-ons: The only amounts added to an all-in advertised price are GST and (if applicable) costs associated with financing (e.g., interest, lender fees).
  - Quotes: Written quotes expire on the earlier of the stated expiry date or 72 hours after issuance, unless we extend in writing.
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### 4) Deposits & holding vehicles

- Holding a vehicle: A deposit is required to hold a vehicle. Unless otherwise stated in writing, deposits are refundable until you sign the purchase contract.
  - Non-refundable deposits: If a deposit is designated non-refundable in writing, it will only be refunded if (i) financing is declined after a good faith application, or (ii) the dealer cannot deliver the vehicle as agreed.
  - Default rule: If refundability is not clearly stated in writing, the deposit is refundable until contract signing.
  - Application of deposit: Upon signing the purchase contract, your deposit is applied toward the purchase price and becomes non-refundable, except where the dealer fails to complete the sale through no fault of yours.
  - Cancellation by customer: If you cancel the deal after signing without a legally valid reason, the deposit will be forfeited as liquidated damages, subject to applicable law.
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### 5) Disclosures & vehicle history (used vehicles)

Before you enter a purchase contract for a used vehicle, we will disclose the vehicle’s known history, previous use, and condition in writing, including (as applicable):

- Prior damage/repairs exceeding \$3,000 (parts & labour) per incident and, if known, the total cost of repairs.
- Whether the vehicle was previously used as a taxi/limousine, police/emergency vehicle, daily rental, or for rideshare/commercial purposes.

- Any branding/status (e.g., salvage, rebuilt, non-repairable/write-off), flood/fire damage, out-of-province or out-of-country history, manufacturer buyback/lemon status, or warranty cancellations.
- Odometer reading at sale; any known odometer discrepancies or replacements.
- Any liens/encumbrances known to us and how they will be dealt with at or before delivery.
- Copies of any vehicle history reports, inspection reports, and other disclosure documents used to make these disclosures.

You should review and acknowledge these disclosures on or before the bill of sale. If you have questions, please ask prior to signing.

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#### 6) Mechanical Fitness Assessment (MFA) – used vehicles

- We will provide you with a completed Mechanical Fitness Assessment (MFA), performed by a qualified journey person technician, before you sign a purchase contract for a used vehicle.
- An MFA is valid for 120 days from the date issued. If an MFA expires before the contract is signed, a new MFA will be provided.
- “As-is” sales to the public are not permitted for AMVIC-licensed businesses. If any items do not comply with the Vehicle Equipment Regulation at the time of sale, those items will be disclosed in writing.

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#### 7) Test drives & damage

You agree to operate any test-drive vehicle lawfully and follow staff instructions. You are responsible for traffic violations and any damage caused by your negligence or use contrary to law during a test drive.

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#### 8) Trades

If we agree to purchase your trade-in:

- You represent that you have good title, the trade-in is free of liens (except as disclosed in writing), and the odometer is accurate to your knowledge.
- The trade-in value may be re-appraised if the trade-in’s condition or mileage changes materially prior to delivery.
- Any lien payout will be made from proceeds at delivery. You authorize us to obtain payout statements and register/release security interests as necessary.

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#### 9) Financing & credit products

- Financing and optional protection products (e.g., warranties, service plans, GAP, tire & rim, anti-theft) are optional and subject to credit approval (OAC).
- We will provide required cost of credit disclosures and applicable lender documentation.
- You may decline any optional product. Declining an optional product will not affect the vehicle’s advertised price (except for the price of the product itself).

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#### 10) Bill of sale requirements

At the time of sale, you will receive a comprehensive bill of sale that includes, among other things:

- Our legal business name, address, and AMVIC licence number, and the salesperson’s name and AMVIC registration number.
  - Vehicle identifiers (VIN, year, make, model/series, body type, colour).
  - Odometer reading at the time of sale.
  - All-in price of the vehicle, itemized GST, any optional products/services you purchase, and any finance charges (if applicable).
  - Delivery date, trade-in details (if any), deposit(s), and down payment.
  - Copies of the MFA (used vehicles) and any disclosure documents regarding previous use, history or condition.
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#### 11) Delivery, title & risk of loss

- Title to the vehicle transfers to you upon payment in full of the purchase price and completion of any agreed lien payouts.
- Risk of loss transfers on physical delivery to you or your designate.
- We will discharge any registered liens known to us so you receive the vehicle free and clear of encumbrances, subject only to any security interest you grant to your lender.

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#### 12) Warranties & implied conditions

- Any manufacturer or third-party written warranties provided at sale will be honoured according to their terms.
- To the extent required by Alberta law, sales are subject to the implied conditions and warranties under the Sale of Goods Act (Alberta) (including merchantable quality and fitness for purpose where applicable).
- Except as prohibited by law, we exclude all other warranties and conditions, written or oral, express or implied.

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#### 13) Returns, exchanges & “cooling-off”

In Alberta there is no statutory “cooling-off” period for vehicle purchases made at a dealership. Once you sign the purchase contract, you have contractually agreed to buy the vehicle. We do not offer a general right of return or exchange unless expressly stated in writing in your bill of sale.

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#### 14) Internet & remote sales

For internet/remote transactions, we will prominently disclose required information (including refund policies, vehicle history and MFA for used vehicles) on our website or in writing prior to contract. Electronic signatures and digital documents may be used where permitted by law.

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#### 15) Advertising & representations

- We follow Alberta’s advertising rules, including all-in pricing.
- We do not misrepresent a vehicle’s mechanical/structural condition and only make promises in accordance with actual conditions and circumstances.
- If a discrepancy is discovered prior to delivery (e.g., equipment/options differ from the ad), we will correct the discrepancy or disclose and adjust the deal by mutual written agreement. If we cannot do so, either party may cancel and the deposit will be refunded.

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#### 16) Privacy & ID

We collect and use your personal information to process your transaction and comply with legal/regulatory requirements (e.g., identity verification, lien/registration documentation, credit applications). We safeguard your information in accordance with Alberta privacy laws. By transacting with us, you consent to these uses.

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#### 17) Limitation of liability

To the fullest extent permitted by law, our liability for claims arising out of the sale is limited to the purchase price of the vehicle or services purchased, excluding consequential or incidental damages, except where such limitation is prohibited by law.

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#### 18) Dispute resolution

If you have a concern, please contact us first so we can try to resolve it. Consumers may also contact AMVIC for information or to file a complaint. Nothing in these Terms limits any right you have under Alberta law.

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19) Miscellaneous

- Entire agreement: The signed bill of sale (and any attached schedules) together with these Terms is the entire agreement, and supersedes prior negotiations or representations about the transaction.
- Severability: If any provision is held invalid, the remainder continues in full force.
- No waiver: A failure to enforce a provision is not a waiver of rights.
- Amendments: Changes must be in writing and signed by both parties.

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Optional addenda (attach to the bill of sale where applicable)

1. Financing & cost of credit disclosure (lender forms).
2. Service contract/extended warranty terms.
3. Aftermarket products (e.g., protection packages).
4. Trade-in disclosure & odometer statement (from customer).
5. Lien payout authorization.
6. Remote sale refund policy (if applicable).
7. Delivery checklist & acceptance.

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**Acknowledgement**

By signing the bill of sale, you acknowledge that you have read and agree to these Terms, received all required disclosures (including the MFA for used vehicles), and had the opportunity to ask questions.

Customer signature: \_\_\_\_\_ Date: \_\_\_\_\_

Dealer (authorized signatory): \_\_\_\_\_ Date: \_\_\_\_\_