

Appendix A

**REVISED POLICY AND PROCEDURES**

**TO REGULATE THE FULLY ASSEMBLED  
RIGHT-HAND DRIVE FOREIGN USED CAR INDUSTRY  
IN  
TRINIDAD AND TOBAGO  
2015 – 2018**

**MINISTRY OF TRADE, INDUSTRY, INVESTMENT AND  
COMMUNICATIONS**



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**JANUARY 2015**

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## **Executive Summary**

A Foreign Used Car Policy was developed in 2011 to regulate the importation of such cars into the country. However, over time it was recognized that the Policy did not adequately address new developments in the Industry and, as such, key amendments were required. Primary among the concerns that led to the development of this Revised Policy document was the potential risks associated with the Industry if left unregulated. Such risks include consumer protection issues, insufficient competition, transparency in the market place and the legal status of imported vehicles.

This document outlines the following:

- Definition of key terms and concepts in the Policy;
- The background and rationale for the Revised Foreign Used Car Policy;
- The objectives of the Revised Foreign Used Car Policy;
- An analysis of the licensing regime; and
- The new policy framework which outlines specific measures for transforming the landscape of the Foreign Used Car Industry in Trinidad and Tobago.

The Revised Foreign Used Car Policy will take effect from February 18<sup>th</sup>, 2015.

## **Key Terms and Concepts**

### ***i. The Ministry of Trade, Industry, Investment and Communications (MTIIC)***

The Ministry of Trade, Industry, Investment and Communications (MTIIC) is the department of Government with responsibility for the Trade Licence Unit (TLU). The MTIIC is hereafter referred to as “*The Ministry*”.

### ***ii. Foreign Used Car Dealer***

For the purpose of this Policy, the term Foreign Used Car Dealer or Dealer includes any person or business that sells, or offers for sale, imported Fully Assembled Right-Hand Drive Foreign Used Cars and is registered by the Trade Licence Unit (TLU) of the Ministry to engage in the retail trade of such cars in Trinidad and Tobago.

### ***iii. Foreign Used Car***

For the purpose of this Policy, a car is considered foreign used if it is a Fully Assembled Right-Hand Drive Used Car that has been pre-owned by an individual or business in another country and imported into Trinidad and Tobago for resale purposes by a registered Dealer.

A foreign used car may either be powered by gasoline, diesel or Compressed Natural Gas (CNG) fuel. The age of the car will differ as follows:

- (a) In the case of a gasoline powered foreign used car, the age limit of the car shall not exceed six (6) years inclusive of the year of manufacture;
- (b) In the case of a diesel powered foreign used car, the age limit of the car shall not exceed three (3) years inclusive of the year of manufacture; and
- (c) In the case of a CNG powered foreign used car, the CNG engine kit must be from an Original Equipment Manufacturer (OEM) and the age of the car shall not exceed four (4) years inclusive of the year of manufacture.

The term ‘*foreign used car*’ in this Policy includes Sedans, Wagons, Sports Utility Vehicles (SUV’s) and other similar type of passenger vehicles for the transport of persons. It does not include buses, panel vans, vans, trucks, motor cycles or any other type of vehicles.

***iv. Import Licence***

For the purpose of this Policy, an Import Licence is a legal document issued by the Trade Licence Unit of the Ministry authorizing a registered Dealer to import foreign used cars into Trinidad and Tobago from a foreign country for resale purposes in relation to the Notice to Importers No.1 of 1999 (Category 22 (b)).

***v. Inactive Dealer***

An Inactive Dealer is one who has not imported any foreign used cars over any consecutive three-year period.

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# 1. Introduction

## 1.1 Background & Rationale

The importation of foreign used cars into the Trinidad and Tobago market from the early 1990's to date has generated both positive and negative effects in the economy. The Foreign Used Car Industry has made a significant contribution to the level of economic activity in the country via increases in employment and income generation. Moreover, the importation of foreign used cars have contributed significantly to the growth and development of a number of related downstream activities including servicing and repairs of foreign used cars, trading of spare parts and tyres (new and used), graphics, and the provision of ancillary services such as alarm systems, vehicle audio systems and other accessories to enhance cars. Since 2006, almost 400 firms have been registered as Foreign Used Car Dealers in Trinidad and Tobago, of which approximately 200 firms are active.

On the other hand, the development of the Foreign Used Car Industry in Trinidad and Tobago also led to the emergence of several risks, which have the tendency to intensify if left unregulated. Such risks include consumer protection issues and the legal status of imported vehicles into Trinidad and Tobago.

Prior to 2006, there were no limits on the number of foreign used cars which Dealers were allowed to import into the country. However, over time this resulted in a proliferation of such cars in the country which led to an increase in many adverse consequences.

In December 2006, the Government agreed to develop and implement a “*Quota Allocation System*” for the period 2007-2010, with the intention of alleviating the adverse impacts of the Foreign Used Car Industry in Trinidad and Tobago. In 2010, given the impending expiration of the quota allocation system, Government agreed to the approval of a Draft Policy to regulate the Foreign Used Car Industry in Trinidad and

Tobago for the period 2011-2013 and to the continued importation of a maximum annual quota allocation of 13,500 cars.

In pursuance of this decision, the Government via the Ministry, consulted with the private sector and other public sector agencies to develop recommendations to effectively address the concerns in the Industry. Initial consultations were held with various private sector and public sector stakeholders on February 22<sup>nd</sup>, 2011 in order to inform the Draft Policy to regulate the Foreign Used Car Industry in Trinidad and Tobago.

The stakeholders included the Trinidad and Tobago Automobile Dealers Association (TTADA), relevant Government agencies including the Trinidad and Tobago Bureau of Standards (TTBS), the Ministry of Transport - Licensing Division, the Ministry of Finance and the Economy - Customs and Excise Division, the Ministry of Housing and the Environment, the Ministry of Legal Affairs - Consumer Affairs Division, the Ministry of Foreign Affairs and the Port Authority of Trinidad and Tobago (PATT). The stakeholders consulted are listed at **Appendix I**. Subsequent to this consultation, the Policy was then developed in 2011. The 2011 Draft Policy outlined the parameters for the importation of foreign used cars into Trinidad and Tobago.

However, given continuing challenges and new developments in the dynamic Foreign Used Car Industry it has become necessary to revise the Policy for the period 2015-2018. To this end, another stakeholders' session was held on May 28<sup>th</sup>, 2013. Some of the major issues this revision seeks to address include consumer protection issues, insufficient competition, transparency in the market place and the legal status of imported vehicles.

## **2. Policy Objectives**

The following are the specific policy objectives which this Revised Policy will seek to achieve during the period 2015-2018:

- To enhance the efficiency and competitiveness of the existing regime for the importation of foreign used cars in Trinidad and Tobago in keeping with Trinidad and Tobago's multilateral trade obligations;
- To ensure that all foreign used cars are imported legally and meet appropriate safety standards;
- To strengthen consumer protection in the Industry; and
- To improve the existing compliance and monitoring system for foreign used cars.

## **3. Analysis of the Licensing Regime**

### **3.1 The Import Licence Regime in Trinidad and Tobago**

Currently, the Foreign Used Car Industry in Trinidad and Tobago is regulated via the administration of the Import Negative List [www.ttbizlink.gov.tt/trade/tnt/html/Tariff-Regulations.html](http://www.ttbizlink.gov.tt/trade/tnt/html/Tariff-Regulations.html). Trinidad and Tobago's Import Negative List (Legal Notice 69 - "Notice to Importers No. 1 of 1999") classifies "Used right-hand drive vehicles" as one of the items requiring an Import Licence to be imported into Trinidad and Tobago under category 22 (b) "Used right-hand drive vehicles".

Additionally, the Trade Licence Unit (TLU) is responsible for registering Dealers, processing applications for Import Licences and monitoring the use of these licences by Dealers.

### **3.2 The Introduction of the Quota System**

In 2007, the quota allocation system started with a ceiling of 18,000 cars. This amount was reduced gradually in subsequent years until 2010, when the Government agreed to maintain the ceiling at 13,500 cars. Data from the TLU indicates that since the introduction of the quota allocation system, there has been a notable reduction in the

number of foreign used cars authorised for importation in Trinidad and Tobago from 22,502 cars in 2006 to 8,684 cars in 2012 (**Table 1**).

**Table 1: Number of Cars Allowed for Importation in Trinidad and Tobago (2005-2012)**

Year	Quota Allocation in No. of Cars	No. of Cars Allowed for Importation in Trinidad and Tobago	Difference
2005	-	21,860	-
2006	-	22,502	-
2007*	17,996	13,991	4,005
2008	16,302	12,576	3,726
2009	14,622	6,697	7,925
2010	13,497	6,135	7,362
2011	13,497	7,070	6,427
2012	13,497	8,684	4,813

Source: Ministry of Trade, Industry, Investment and Communications, Trade Licence

Unit

\*Year of Quota Implementation

## **4. The New Policy Framework**

### **4.1 Requirements for Dealer Application**

In order to register as a Foreign Used Car Dealer, an applicant must complete an application form available at the office of the Trade Licence Unit (TLU). This form must be returned to the TLU accompanied with the original and a copy of the following documents:

- i. Business Registration Certificate or Company Certificate of Incorporation;
- ii. Notice of Director(s) if applicable;
- iii. Notice of Registered Business Address;
- iv. VAT Registration Certificate;
- v. Board of Inland Revenue (BIR) Certificate; and
- vi. Registration of Employer Certificate from the National Insurance Board (NIB)

Additionally, there are specific physical requirements at the proposed business place that a prospective Dealer must satisfy in order to become a Foreign Used Car Dealer. These conditions are outlined at **Appendix II**. The proposed venue(s) where the trading of the

foreign used cars is expected to occur will be subject to a preliminary investigation and a field visit by an officer from the TLU to ensure compliance with all the requirements of the Dealer registration process.

## **4.2 Import Licence Application Process**

### **4.2.1 Import Licence for Foreign Used Car Dealers**

In order for a registered Dealer to apply for an Import Licence the following steps must be undertaken:

- a) Registered Dealers must register for the TTBizlink e-Import/Export Permits and Licences Module. This online system will ensure that Import Licence applications are processed within two (2) working days from the date of receipt of the application, provided that all the necessary information and supporting documentation are provided by the Dealer;
- b) Import Licences can be issued in any quantity, up to but not exceeding, the Dealer's maximum annual Quota Allocation;
- c) Once the online application is approved, the applicant shall be notified via email and/or text message for collection of his/her Import Licence. Two (2) secure prints of the Import Licence will be signed and stamped at the TLU. The Dealer, on providing a print out of the confirmation e-mail or letter of authorization from TTBizLink, shall then collect one (1) original copy of the licence to be presented to the Customs and Excise Division. The other secure original copy of the licence shall be sent directly to the Licensing Office of the Ministry of Transport by the TLU for registration purposes. The Ministry, via TTBizLink, shall also electronically transmit the details of all Import Licences issued to the Customs Border Control System. The application process is further detailed in **Appendix III**.

#### 4.2.2 Import Licence for Individual/Personal Use

For Individuals seeking to import a foreign used car for personal use, he/she must complete the declaration form listed at **Appendix IV** and comply with the following requirements:

- i. The applicant must produce a valid Driver's Permit (original and copy);
- ii. The individual who is seeking the Import Licence for the importation of a used motor vehicle must **personally** order and make arrangements for the landing of the vehicle at the port of entry;
- iii. An individual shall only be allowed to import **ONE (1)** vehicle within any three-year period. The vehicle shall not be transferable to another person during this time;
- iv. An individual shall be allowed to import a foreign used car powered by gasoline, diesel or Compressed Natural Gas (CNG) fuel. The age of the car must be based on the following:
  - (a) *In the case of a gasoline powered foreign used car, the age limit of the car shall not exceed six (6) years inclusive of the year of manufacture;*
  - (b) *In the case of a diesel powered foreign used car, the age limit of the car shall not exceed three (3) years inclusive of the year of manufacture; and*
  - (c) *In the case of a CNG powered foreign used car, the CNG engine kit must be from an Original Equipment Manufacturer (OEM) and the age limit of the car shall not exceed four (4) years inclusive of the year of manufacture.*
- v. The vehicle must be accompanied by a Certificate of Cancellation of Registration stamped by the Transport Authority in the country of origin. This document should bear the engine and chassis numbers of the vehicle;
- vi. The vehicle must be accompanied by an age verification document showing the exact age of the vehicle i.e. year of manufacture of vehicle;

- vii. The imported vehicle must be structurally sound on importation and meet all environmental requirements as determined by statute or regulations approved by the Transport Commissioner;
- viii. Prior to registration, the vehicle must be in a generally good condition and must be subject to inspection and certification by the Transport Commissioner as to its roadworthiness for use on the roads of Trinidad and Tobago;
- ix. Vehicles five (5) years and over from the date of manufacture **MUST** undergo a pre-registration inspection by The Ministry of Transport as mandated by The Motor Vehicles and Road Traffic Act of Trinidad and Tobago; and
- x. The vehicle must be fitted with an ozone friendly refrigerant in its air conditioning system.

### **4.3 Revision of the Quota System**

Commencing February 18<sup>th</sup>, 2015 the following procedures shall be implemented to facilitate the importation of foreign used cars into the country:

- a) The processing of applications for Import Licences by Active Registered Dealers in 2015 shall be based on each Dealer's 2013 **original** annual quota allocation;
- b) New Registered Dealers will be introduced commencing February 18<sup>th</sup> 2015 with an annual allocation of 15 cars;
- c) Active Foreign Used Car Dealers registered before 2014 with annual quota allocations of less than 20 cars would be revised to a maximum of 20 cars commencing February 18<sup>th</sup>, 2015; and

- d) The above issuance of Import Licences on an annual basis shall be subject to an overall annual ceiling of 15,000 cars, inclusive of up to 1,500 CNG cars. Notwithstanding this, the Minister may consider additional imports by Dealers based on his/her discretion.

#### **4.4 Revocation and Withholding of an Import Licence**

In accordance with Section 6 (3), of the Trade Ordinance No. 19 of 1958 the TLU, can revoke or withhold the Import Licence of a Dealer issued under subsection 6 (2) of the Trade Ordinance. This revocation or withholding of the Import Licence can be executed if a Dealer contravenes the conditions of use of his/her Import Licence which includes but are not limited to the following:

- i. The Dealer operates from a location NOT approved by the TLU;*
- ii. The Dealer imports an older car into Trinidad and Tobago (i.e. older than six (6) years for gasoline powered cars and older than three (3) years for dieseline powered cars) or cars older than four (4) years for CNG powered vehicles and not fitted with CNG kits that are not OEM certified;*
- iii. The imported vehicle fails to meet all environment requirements as determined by statute or regulations approved by the Transport Commissioner;*
- iv. Lack of proper or tampered documentation including Certification of Cancellation of Registration stamped by the Transport Authority in the country of origin and an Age Verification document, which provides the exact age and chassis number of the imported car;*
- v. Imported cars which do not have Ozone friendly refrigerants in the air-conditioning system; and*

- vi. *There are repeated complaints about the Dealer from consumers which have not been sufficiently addressed.*

After remedying the breach which gave rise to the revocation, the Dealer may notify the TLU in writing that the breach has been rectified. **In circumstances involving serious breaches or offences, the TLU may revoke the registration of a Dealer.**

#### **4.5 Treatment of Inactive Foreign Used Car Dealers**

A Foreign Used Car Dealer who did not import any cars over a consecutive three-year period will be considered an 'Inactive Dealer' and will be automatically deregistered by the TLU. An Inactive Dealer will be required to reapply for a new dealership in accordance with **Section 4.1** above.

#### **4.6 Legal Status of Imported Foreign Used Cars**

All imported foreign used cars are required to be accompanied by a "Cancellation of Registration Certificate" from the relevant authorities in the exporting country. Currently, it is difficult to determine whether registration certificates are authentic or whether a foreign used car has been legally imported. This situation presents a risk in the form of unauthentic Cancellation of Registration Certificates being created and presented to the relevant authorities to import and licence vehicles in Trinidad and Tobago.

Given these discrepancies affecting the legality of imported foreign used cars, the Government of the Republic of Trinidad and Tobago (GORTT) has taken the initiative to establish strategic linkages with the relevant agencies in exporting countries. Communication between Trinidad and Tobago's Ministry of Transport, the MTIC and the relevant counterpart agencies in countries that facilitate the export of foreign used cars to Trinidad and Tobago has commenced. This is in an effort to more efficiently manage the process and remove any inconsistencies in the importation of foreign used cars. It is expected that this measure will promote greater accountability and transparency in the process as well.

Preliminary discussions have commenced with suitably qualified service providers in exporting countries to undertake the necessary inspection of foreign used cars being exported to Trinidad and Tobago. This measure will serve to generate the necessary certification as a form of international inspection of such cars being imported into the country. It is the intention that all foreign used cars imported into the country to be accompanied with the necessary certification from an approved service provider.

#### **4.7 Compliance and Monitoring of Dealers**

Currently, the TLU has responsibility for administering and monitoring the Import Licence system to ensure Foreign Used Car Dealers comply with the conditions of their licences. In an attempt to better manage the operation of the Foreign Used Car Industry in Trinidad and Tobago, effective regulatory measures and monitoring mechanisms shall be implemented.

Several initiatives shall be pursued to address this situation. These are as follows:

- An Import Licence granted to a Foreign Used Car Dealer shall not be transferable and shall be valid from the date issued until the end of the calendar year in which the licence was issued;
- The TLU will be adopting a zero tolerance approach to the trading of 'units/spaces' by Dealers on their Import Licence. Any discovery of these occurrences shall result in the automatic cancellation of the Dealer's Registration Certificate and the revocation of his/her Import Licence;
- Dealers must provide a copy of the Bill of Sale, warranty documents and a listing of recent customers, their vehicle particulars and contact information per foreign used car sold to the TLU on a semi-annual basis;
- A Foreign Used Car Complaints Online Facility will be established at the TLU in 2015. This facility will allow complaints to be addressed on a daily basis;

- During 2015, the TLU will be charging a processing fee of TT\$100.00 for each foreign used car for which a licence has been granted. The proceeds of this processing fee will be used to develop and enhance road safety awareness in Trinidad and Tobago and maintain the quality of the electronic service via TTBizLink; and
- The Foreign Used Car Industry in Trinidad and Tobago will continue to be regulated under the purview of the Financial Intelligence Unit (FIU) of the Ministry of Finance and the Economy.

To strengthen the monitoring system, monthly visits and accompanying examinations will be executed by the TLU at the business place of registered Foreign Used Car Dealers in an effort to adequately monitor the adherence of Dealers to the conditions of their Dealer's Registration Certificate.

#### **4.8 The Warranty System**

Under the existing system the resolution of consumer complaints has generally been successful largely because Foreign Used Car Dealers are mindful of the risk involved in obtaining future Import Licences if there are significant complaints from consumers against them.

Subsequent to several concerns expressed by Dealers with regard to the warranty document currently being used, discussions were held with the Consumer Affairs Division and a revised document was prepared. This revised warranty document is outlined at **Appendix V**.

This Warranty Agreement shall provide coverage for a three (3) month period or 3,000 kilometres (whichever comes first) after the date of purchase of the car.

The warranty shall include coverage for the under mentioned parts:

- **Frame and Body;**
- **Engine and related components;**
- **Transmission, Drive Shaft and related components;**
- **Differential;**
- **Cooling System;**
- **Electrical System;**
- **Fuel System;**
- **Brake System;**
- **Steering System;**
- **Suspension System;**
- **Exhaust System; and**
- **Air Conditioning Unit**

The Foreign Used Car Dealer shall be accountable for 100% of the cost of labour and 100% of the cost of parts for the repair or replacement of the included systems if they fail during the warranty period of the foreign used car.

In instances where the defect on a motor vehicle is manifested during the stipulated warranty period and the defect is not satisfactorily resolved during the period, it shall be the responsibility of the Dealer to resolve the problem to the satisfaction of the purchaser, even after the expiry date of the warranty. Dealers must either repair or replace the defective part(s) on the car free of charge to the purchaser.

Registered Dealers shall be required to submit on a semi-annual basis copies of all Warranty Agreements executed with all customers. The Ministry will be adopting a zero tolerance approach to breaches by Dealers of their warranty obligations to consumers. Such breaches can result in the termination of a Dealer's Registration Certificate.

#### **4.9 Individual Import Licences**

The Ministry will adopt a zero tolerance approach to the practice of private individuals operating under the guise as 'Used Car Dealers'. Consumers will be continuously

educated on the dangers of transacting business with such individuals and will be informed of such transactions via promotional campaigns in the mass media.

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## **Appendix I: Technical Team and List of Organizations Consulted**

This Policy document was developed by a Technical Team from the Ministry of Trade, Industry, Investment and Communications (MTIIC).

The Technical Team acknowledges the input and feedback it received from external stakeholders who offered valuable input to inform the Policy. External organizations consulted for input into the Policy are as follows:

### **Public Sector**

Trinidad and Tobago Bureau of Standards  
Ministry of Works and Transport, Licensing Division  
Ministry of Finance and the Economy, Customs and Excise Division  
Ministry of Foreign Affairs  
Ministry of Housing and the Environment  
Ministry of Legal Affairs, Consumer Affairs Division  
The Port Authority of Trinidad and Tobago

### **Private Sector**

Used Car Dealership Owners Association  
Trinidad and Tobago United Motor Dealers Association  
Trinidad and Tobago Automotive Dealers Association  
All Registered Used Car Dealers

## **Appendix II: Guidelines for Registration of Importers of Fully Assembled Right-Hand Drive Foreign Used Cars**

(UNDER THE IMPORT AND EXPORT CONTROL REGULATIONS, 1941 AS CONTINUED BY Legal Notice No. 69 of 1999)

### **FIRST TIME APPLICANTS**

#### **INSTRUCTIONS:**

1. Complete Application Form in block letters.
2. Application must be accompanied by an original and copy of the following:
  - i. Business Registration Certificate or Company Certificate of Incorporation;
  - ii. Notice of Director(s) if applicable;
  - iii. Notice of Registered Business Address;
  - iv. VAT Registration Certificate;
  - v. Board of Inland Revenue (BIR) Certificate; and
  - vi. Registration of Employer Certificate from the National Insurance Board (NIB)

#### **PHYSICAL REQUIREMENT FOR REGISTRATION**

1. **Office area** with office equipment e.g., computer, fax printer and internet service.
2. **Reception/Waiting area** to adequately accommodate customers and conduct transactions.
3. **Storage Area for Vehicles:-**  
Documents Required:-
  - a. A copy of deed – If applicant owns property.
  - b. A copy of lease agreement and copy of deed showing owner of property – if property is leased.

#### **4. Garage Facilities:-**

This can be provided directly by owner or via Joint Venture Agreement with other garages to provide required services.

#### Documents Required:-

- a. A written agreement clearly stating services to be provided.
  - b. Agreement must be signed by both parties (owner of dealership & person/company providing the service)
5. **Types of Services and Equipment:-**
    - a. Mechanical: Jacks, Hoist, Lift or Ramp and/or other related tools.
    - b. Electrical: Diagnostic test kit (essential requirement) and other related equipment.

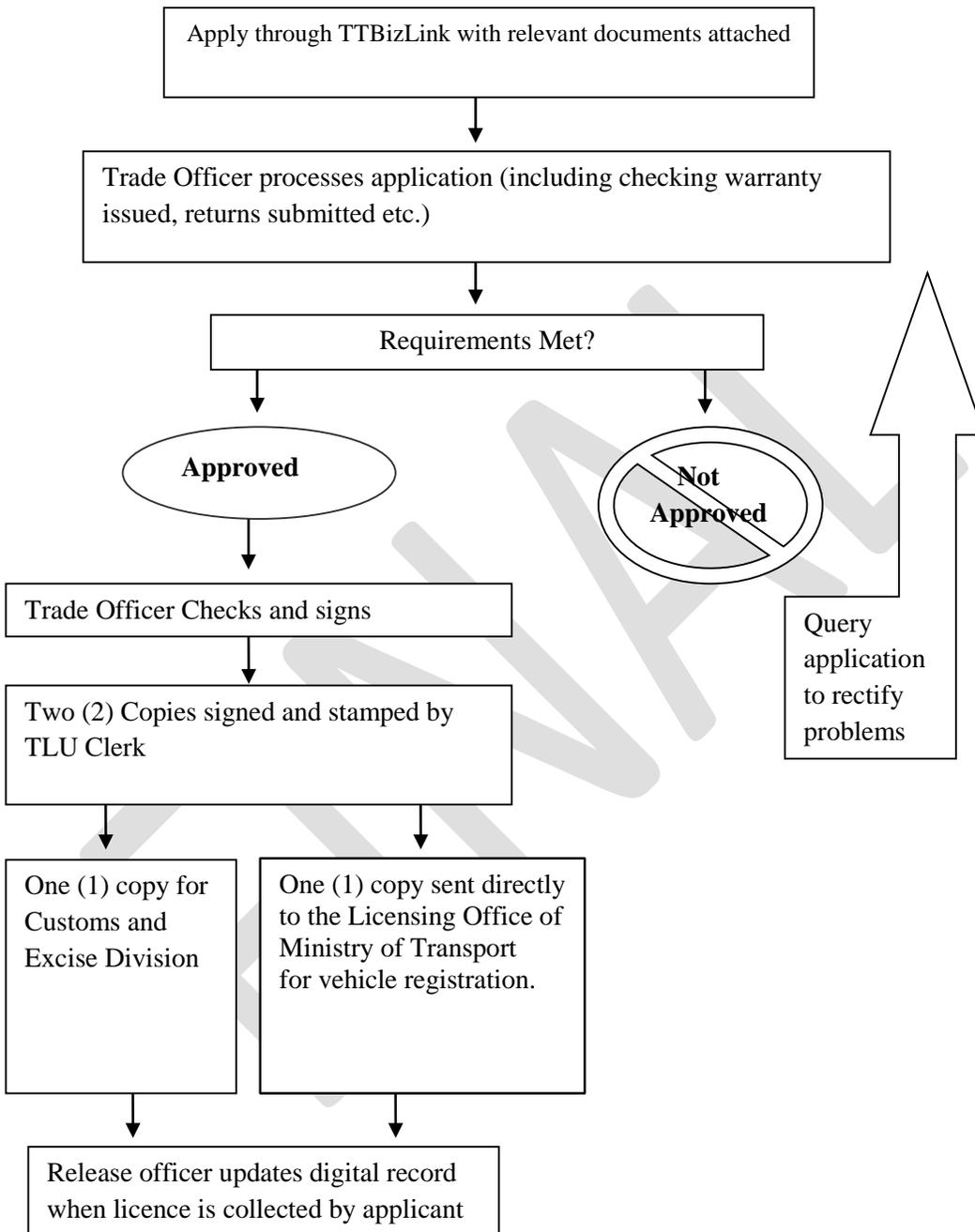
- c. **Auto Body Works** – Paint room/adequate painting area, polishers, sanders, buffers, compressors, paint gun, welding equipment etc.

This is to ensure that Dealer is able to treat with problems that he is obligated to handle under the terms of the warranty.

- 6. **Staff** – competent staff to carry out the requisite functions.

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### Appendix III: The Trade Licence Unit Import Licence Application Process



**Appendix IV: Individual Import Licence Declaration Form**

**NAME**.....

**ADDRESS**.....

.....

**TEL**.....

**MINISTRY OF TRADE, INDUSTRY, INVESTMENT AND COMMUNICATIONS**

**TTMA BUILDING**

**NO. 42 TENTH AVENUE**

**BARATARIA**

DEAR SIR/MADAM,

IN SUPPORT OF MY APPLICATION FOR A LICENCE TO IMPORT ONE (1) USED RIGHT HAND DRIVE MOTOR CAR INTO TRINIDAD AND TOBAGO, I HAVE VIEWED THE CONDITIONS OUTLINED BY THE MINISTRY OF TRADE, INDUSTRY AND INVESTMENT SUBJECT TO WHICH CONSIDERATION WILL BE GIVEN TO THE GRANTING OF IMPORT LICENCES FOR USED RIGHT HAND DRIVE MOTOR CARS FOR PERSONAL USE AND HEREBY AGREE TO CONFORM WITH THE SAID CONDITIONS.

YOURS FAITHFULLY,

.....

**SIGNATURE OF APPLICANT**

.....

**DATE**

## Appendix V: Used Car Warranty Agreement

This **WARRANTY AGREEMENT** is made the \_\_\_\_day of [*insert month*], [*insert year*]

**BETWEEN**

**Business Name**

\_\_\_\_\_

\_\_\_\_\_ of  
**Address (Registered)**

\_\_\_\_\_

\_\_\_\_\_

**AND**

**Purchaser**

\_\_\_\_\_

\_\_\_\_\_ of  
**Address**

\_\_\_\_\_

\_\_\_\_\_

### Section 1: Used Car Identification

a. Vehicle Make:

\_\_\_\_\_

b. Model:

\_\_\_\_\_

c. Colour:

\_\_\_\_\_

d. Year of Manufacture:

\_\_\_\_\_

e. VIN No. or Chassis No.:

\_\_\_\_\_

f. Engine No.:

\_\_\_\_\_

**This car was subject to pre-purchase inspection by the Purchaser** Yes  No

## Section 2: General Provisions

1. This warranty agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of the Republic of Trinidad and Tobago.
  2. Amendments and additions to the agreement must be in writing.
  3. Where any single provision of the contract is or becomes ineffective, this shall not affect the effectiveness of the remainder of the agreement.
  4. This Warranty Agreement shall provide coverage for a three- month period after the date of purchase.
- 

## Section 3: Warranties for this Car

1. The Dealer agrees to allow the Purchaser to have the car inspected by a mechanic **before** transfer of title and agrees to cancel the sale if the car is not fit for the purpose for which it was purchased.
2. The Dealer warrants to the Purchaser that it has good and marketable title to the car, full authority to sell and transfer the car, and that the car is sold free of all liens, encumbrances, liabilities and adverse claims of every nature and description whatsoever. In this regard, the Dealer shall provide the Purchaser with a translated copy of the certificate of cancellation issued by the Transport Authority in the country of origin.
3. The Dealer warrants that the car being sold is in good operating condition and warrants the car against defects, except for defects resulting from ordinary wear and tear and/or caused by the intentional or negligent acts of the Purchaser for a period of three (3) months or 3,000 kilometres (whichever comes first) immediately following the transfer thereof (hereinafter called 'the warranty period').
4. During the warranty period, the systems covered in this warranty must not be modified in any way that will cause deterioration to the parts or components of the car, without written approval from the Dealer. Any modification or addition to any of the systems without the written permission of the Dealer will void the warranty on those systems.
5. The Purchaser must not take the car for repair to any other mechanic during the warranty period, without the written permission of the Dealer or the warranty will be voided.
6. The Dealer agrees to refund the Purchaser the full purchase price of the car, inclusive of all taxes if the Dealer has been unsuccessful at fixing a material defect in a system

or related component covered under this warranty agreement after at least three attempts or if the car has been out of service for twenty (20) cumulative days while the Dealer is attempting to fix it.

7. The Dealer warrants that the odometer reading of the car is \_\_\_\_\_ kilometres and that this reading reflects the actual number of kilometres driven by the car. Further the Dealer warrants that the car's odometer was not altered, set back, or disconnected while in the Dealer's possession.

8. The Dealer agrees to give the purchaser a manufacturer's manual or chart, which must be in English or have an English language translation.

9. Additional Warranties

[optional]

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#### Section 4: Coverage

1. This warranty agreement provides coverage of the following systems during the warranty period:

- **Frame and Body;**
- **Engine and related components;**
- **Transmission, Drive Shaft and related components;**
- **Differential;**
- **Cooling System;**
- **Electrical System;**
- **Fuel System;**
- **Brake System;**
- **Steering System;**
- **Suspension System;**
- **Exhaust System; and**
- **Air Conditioning Unit**

2. The Dealer warrants paying **100%** of the cost of labour and **100%** of the cost of parts for the repair or replacement of the covered systems that fails during the warranty period.
  
3. No liability will be accepted for damage caused by:
  - **negligence, abuse or wilful damage (including continuing to drive the car when it is not mechanically sound);**
  - **damage to systems not covered by this Agreement or any subsequent costs or damage;**
  - **the use of a grade of fuel not recommended by the manufacturers of the car;**
  - **subjecting the car to a weight greater than that permitted by law or the manufacturer's recommendations;**
  - **fire, self-ignition, lightning, earthquake, explosion, storm, tempest, flood, water damage, theft or attempted theft, or any extreme cause.**

**IN WITNESS OF THIS WARRANTY AGREEMENT**, the Parties have caused this Agreement to be signed in their respective names as of the day and year first above written.

<p>.....          Authorized Signature (Dealer)          .....</p>	<p>.....          Purchaser's Signature          .....</p>
<p>Date          .....</p>	<p>Date          .....</p>
<p>Witness          .....</p>	<p>Witness          .....</p>
<p>Witness Signature          .....</p>	<p>Witness Signature          .....</p>