

# AGREEMENT FOR SALE

## VEHICLE SALE CONTRACT TERMS AND CONDITIONS

(PLEASE READ CAREFULLY)

### 1. FORMATION

- 1.1 The Dealer (**Item 1** of the **Schedule**) agrees to sell and the Purchaser (**Item 2** of the **Schedule**) agrees to purchase the Vehicle (**Item 3** of the **Schedule**) on the terms and conditions stated in this Agreement.
- 1.2 The Purchaser agrees to pay a minimum deposit of [10%] of the Purchase Price upon entering into this Agreement. Unless otherwise stipulated by entering into an agreement with 3<sup>rd</sup> party financing providers approved by the Seller.
- 1.3 The Vehicle description and any monies to be paid pursuant to this Agreement including the Purchase Price, the Deposit and any Part Payment are set out at **Item 3** of the **Schedule**.
- 1.4 A vehicle that is "Built to Order" will have a VIN number supplied once the Vehicle is affixed with an Australian Compliance plate. The VIN number will be inserted at **Item 4** of the **Schedule** upon issue of the Australian Compliance Plate
- 1.5 The Purchaser acknowledges that other charges may apply including but not limited to registration, shipping, labour charges and any extra parts requested by the Purchaser. Other charges will not be incurred without the express prior written consent of the Purchaser and such will be invoiced separately.
- 1.6 The Purchaser is entitled to a 3-day cooling off period (the **Cooling Off Period**) pursuant to Schedule 3 the *Motor Car Traders Regulations 2018*. The purchaser waives their rights to a cooling off period if delivery of the motorcycle is taken. The Cooling Off Period is subject to the Purchaser paying:
  - (a) *\$400 or 2 per cent of the purchase price (whichever is greater) where this is not an off-trade premises sale; or*
  - (b) *\$100 or 1 per cent of the purchase price (whichever is greater) where this is an off-trade premises sale.*(the **Cooling Off Fees**).
- 1.7 The Purchaser may withdraw the Offer to Purchase without incurring the Cooling Off Fees prior to paying the Dealer any monies pursuant to this Agreement. (Note: Fees incurred by 3<sup>rd</sup> party financing are the responsibility of the purchaser)
- 1.8 The Dealer may terminate this Agreement with immediate effect unless the Purchaser has paid the Deposit set out at **Item 3** of the **Schedule** within the time limit set out at **Item 5** of the **Schedule**.

### 2. FINANCE

- 2.1 If this Agreement is subject to finance, the Purchaser must obtain finance approval for the amount set out at **Item 6** of the **Schedule** within the period set out at **Item 7** of the **Schedule** (the **Finance**).
- 2.2 The Purchaser agrees to do all things reasonably necessary and to sign all documents necessary to obtain the Finance.
- 2.3 If the Purchaser does not obtain the Finance within the stipulated, either party may terminate this Agreement with immediate effect by written notice to the other party.
- 2.4 If the Agreement is terminated pursuant to clause 2.3, the Dealer may retain any amount already paid by the Purchaser.

### **3. THE PURCHASE PRICE**

- 3.1 In the case of a new vehicle if at any time after this Agreement and before delivery of the Vehicle to the Purchaser the cost of the Vehicle to the Dealer changes due to circumstances beyond its control including but not limited to the manufacturer changing its price, tariffs or other statutory charges, the parties agree the Purchase Price will be adjusted by the increased amount but limited to a maximum of 5% of the Purchase Price.
- 3.2 Once the Purchase Price, Deposit or any Part Payment is received by the Dealer in cleared funds, the Dealer will place an order with the manufacturer for the Vehicle.

### **4. DELIVERY OF THE VEHICLE**

- 4.1 The Dealer will undertake all reasonable endeavours to deliver the Vehicle to the Purchaser on or before the Delivery Date set out at **Item 3** of the **Schedule** (which date will be inserted once the Agreement is unconditional i.e. payment has been made and/or finance has been obtained by the Purchaser) however it is understood by the parties that such date is merely an estimate and actual delivery may be before or after the Delivery Date.
- 4.2 If the Purchaser purchases the Vehicle pursuant to any special promotional offer by the Dealer which expressly states that delivery dates cannot be ascertained with any degree of certainty, the Purchaser acknowledges and accepts the terms of the promotional offer and waives the rights it would otherwise have under this Agreement but for the special promotional offer.
- 4.3 In the case of a pre-ordered new Vehicle that is not currently in stock, the Purchaser acknowledges that any delay in delivery does not create any liability on the part of the Dealer nor does it allow for termination of this Agreement by the Purchaser.
- 4.4 In the case of a pre-ordered new vehicle that is not currently in stock and the Dealer is unable to source a Vehicle with an equal or higher value combination of accessories or options promoted to the Purchaser, the Purchaser may exercise the option to terminate the Agreement and the Dealer must refund any monies paid pursuant to this Agreement.
- 4.5 In the case of the Purchaser exercising the option under clause 4.4 of this Agreement the Purchaser will have no further claim against the Dealer of whatsoever nature.

- 4.6 Delivery of the vehicle to the Purchaser will take place at the Dealer's premises, unless agreed otherwise in writing between the Purchaser and the Dealer.
- 4.7 The Purchaser will deliver any Trade-In Vehicle to the Dealer and take delivery of the Vehicle within seven (7) days of being notified by the Dealer that the vehicle is ready for collection. In case of collection after seven (7) days the Dealer will charge the Purchaser storage fees at the rate set out in **Item 8** of the **Schedule** unless waived in writing by the Dealer.

## **5. PASSING OF PROPERTY AND RISK IN THE VEHICLE**

- 5.1 The Dealer remains the owner of the vehicle until the Purchase Price has been received in full by the Dealer in cleared funds.
- 5.2 Risk in the vehicle and the responsibility to insure the vehicle will pass from the Dealer to the Purchaser when the Vehicle leaves the Dealer's premises, unless agreed otherwise in writing by the parties. The Dealer takes no responsibility for freight, shipping or delivery off-site from the Dealer's premises.

## **6. TRADE-IN VEHICLE**

- 6.1 The Purchaser will deliver any Trade-In Vehicle with any accessories to the Dealer in the same condition the Trade-In Vehicle was at the time it was valued by the Dealer for the purpose of this Agreement save for ordinary wear and tear.
- 6.2 If the condition of the Trade-In Vehicle is not in the same condition it was in at the time it was valued for the purpose of this Agreement (**Original Condition**) the Purchaser shall reimburse the Dealer for any repairs or work required to reinstate the Trade-In Vehicle to its Original Condition and such costs must be paid at the time of delivery of the Vehicle.

## **7. PURCHASER'S RIGHT TO TERMINATE THIS AGREEMENT**

- 7.1 In addition to any other rights set out in this Agreement or available at law, the Purchaser may terminate this Agreement if the Dealer has breached any material obligation imposed on the Dealer by this Agreement.
- 7.2 If this Agreement is validly terminated by the Purchaser for a material breach by the Dealer the Dealer must refund any monies paid by the Purchaser and return any Trade-In Vehicle to the Purchaser within sixty (90) days. If the Trade-in Vehicle has been sold, the Dealer will pay the Purchaser the value of the Trade-In Vehicle that was agreed with the Purchaser at the time of trade-in.

## **8. DEALER'S RIGHT TO TERMINATE THIS AGREEMENT**

- 8.1 In addition to any other rights set out in this Agreement or available at law, the Dealer may terminate this Agreement if the Purchaser has breached any material obligation imposed on the Purchaser by this Agreement.
- 8.2 If this Agreement is validly terminated by the Dealer, the Dealer may retain or recover an amount up to, but not exceeding, 20% of the Purchase Price of the vehicle as pre-estimated liquidated damages.

- 8.3 Any Deposit paid by the Purchaser may be used by the Dealer to meet the pre-estimated liquidated damages payable by the Purchaser.

## 9. NOTICES

All notices under this Agreement must in be in writing and sent by email, fax or registered post to the addresses and numbers included in **Item 1** and **Item 2** of the **Schedule**.

## 10. NEW MODEL VEHICLES

- 10.1 If the manufacturer no longer manufactures the Vehicle and releases a new mode in its place, the parties agree that the Purchaser will have the option to purchase that new model at the Purchase Price plus any increases which are applicable as per clause 3.1.
- 10.2 If the Purchaser does not wish to exercise the option in clause 10.1 above the Purchaser may terminate this Agreement and obtain a refund of all monies paid pursuant to this Agreement

## 11. NON-GENUINE PRODUCTS

The Purchaser acknowledges that non-genuine parts, accessories, products or additives (**Non-Genuine Products**) not supplied or approved by the Vehicle manufacturer that are installed in the Vehicle by the Purchaser are not covered by the manufacturer's warranties or any warranty the Dealer is required to provide at law.

## 12. PRIVACY ACKNOWLEDGEMENT & CONSENT

By signing this Agreement you agree to the Dealer's Privacy Policy, a copy of which is available from the Dealer upon request. The Dealer is bound by the Privacy Act and the principles thereunder when handling personal information. Further details concerning your privacy rights can be found at "The Office of the Australian Information Commissioner" website at <http://www.oaic.gov.au/>.

## 13. VEHICLE LICENCE DUTY (STAMP DUTY)

The Dealer warrants that any Vehicle Licence Duty, if included in this Agreement, has been calculated with due care and skill by the Dealer. If the Office of State Revenue determines that the amount stated is incorrect then the Purchaser shall indemnify the Dealer for any shortfall.

## 14. CHARGE ON VEHICLE

- 14.1 The Purchaser acknowledges that the Dealer may register its interest over the Vehicle on the Personal Property Securities Register.
- 14.2 If the Purchaser does not pay the whole of the Purchase Price in accordance with this Agreement or does not pay any other amounts owed pursuant to this Agreement by the date that those amounts fall due, then the Purchaser agrees that, in addition to its other rights and remedies, the Dealer may exercise any of the remedies set out in Part 4.3 of the *Personal Property Securities Act 2009* (as amended).

## 15. MISCELLANEOUS

This Agreement is governed by the laws of the State of Victoria and the parties submit to the non-exclusive jurisdiction of the Courts and Tribunals thereof.

### SCHEDULE

<b>Item 1 (cl 1.1)</b>	Dealer: A.C.N. 621 649 894 Pty Ltd T/as PWS Motorcycles Address: 3/30 Kookaburra St, Frankston, 3199. LMCT 12014 Dealer Principal: Paul William Smith Phone: 0499 27 22 27 Fax: Email: Sales@braaapmotorcycles.com
<b>Item 2 (cl 1.1)</b>	Purchaser (As documented on the invoice attached to this Agreement) Address: (As documented on the invoice attached to this Agreement) Phone: (As documented on the invoice attached to this Agreement) Fax: (As documented on the invoice attached to this Agreement) Email: (As documented on the invoice attached to this Agreement)
<b>Item 3 (cl 1.1 &amp; cl 1.8)</b>	Vehicle: (As documented on the invoice attached to this Agreement) Purchase Price: (As documented on the invoice attached to this Agreement) Deposit: (As documented on the invoice attached to this Agreement) Part Payment: (As documented on the invoice attached to this Agreement) Estimated Delivery Date: "Built to order" promotional bikes are to be delivered as soon as manufacturing is complete and Government approvals received. The promotion is designed to make it "worth the wait" as long as this process takes. Estimated to take Minimum 45 days – 75 Days however any delays are to be absorbed by the purchaser.
<b>Item 4 (cl 1.4)</b>	VIN: Refer to INFUSIONSOFT "VIN & ENGINE NUMBER ALLOCATION STATEMENT". Added on the date of delivery.
<b>Item 5 (c1.8)</b>	10 Days
<b>Item 6 (cl 2.1)</b>	Amount of Loan: (As documented on the invoice attached to this Agreement)
<b>Item 7 (cl 2.1)</b>	Period for obtaining finance: 14 Days
<b>Item 8 (cl 4.7)</b>	Storage fees: \$10/week (Unless approved in writing by the seller)

