

Unless otherwise stated, the Customer and Dealer agree as follows:

For To Customer shall, take delivery of the motor vehicle at the Dealer's premises within to any amount not exceeding B/s of the total Purchase Price of the vehicle shall be forfeited seven (7) days of the Dealer notifying the Customer that the motor vehicle is available for 6998423 to the Dealer.

Both parties acknowledge that the Dealer shall be entitled to claim by way of pre-sales.

At or before taking delivery of the motor vehicle the Customer shall pay to the Dealer liquidated damages from the Customer an amount equal to 5% of the Total Amount

the balance of the Purchase Price shown as 'Balance Payable' in Section D.

Payable in Section D less any deposit forfeited.

3. Before taking delivery of the motor vehicle the Customer shall deliver to the Dealer the

11. Where the Contract is lawfully rescinded (other than by exercise of the Cooling Off trade-in vehicle (if any) together with all accessories, extras and attachments fitted at the Right), the Dealer shall refund any monies paid by the Customer and where possible return time of valuation. If the trade-in vehicle is not in substantially the same condition as when the trade-in vehicle PROVIDED THAT the Dealer shall retain from any monies due to the valued by the Dealer, the parties may negotiate a variation in the net trade-in allowance or Customer the actual costs of repairs and any improvements, including GST, to the trade-in either party may rescind this Contract.

vehicle and any payouts made or to be made by the Dealer to clear any encumbrances.

Where the Dealer has disposed of the trade-in vehicle the Customer shall accept

Until the Dealer has received payment in full of the Purchase Price, title in the motor vehicle shall not pass to the Customer and the Customer shall hold possession of it as

. which the parties agree is fair and reasonable compensation.

bailee only.

12. If the Customer is entitled and duly elects to terminate this Contract under the

is

5 The Customer shall be deemed not to have paid the Purchase Price until the Dealer

Cooling Off Right;

releases clear and unencumbered title to any trade-in vehicle and all other payments are credited to the Dealer's account.

12.1 the Customer is liable to the Dealer for any damage to the motor vehicle while it was in the Customer's possession, other than fair wear and tear;

While the Customer holds possession of the motor vehicle as bailee, he/she:

(a) is responsible for its proper care and maintenance;

(b) is liable for any loss or damage occasioned to it subject to the Customer's obligations, if the contract is terminated under any Cooling Off Right applicable to the Contract; and

(c) will indemnify the Dealer against any claim arising from its use.

7. Where the Dealer is entitled to reclaim possession of the motor vehicle, the Customer authorises the Dealer, its servants and agents to lawfully enter the Customer's property for the purposes of retaking possession.

8. Where the Customer requires finance to be provided for the payment of the motor vehicle, the Customer shall promptly provide the Dealer and/or the Financier with information necessary to allow a determination of the Customer's finance application.

Where the Customer advises the Dealer before entering into the Contract that he/she

12.2 the Dealer need not return any trade in vehicle if the Dealer is unable to return it because of a defect in the trade in vehicle, not caused by the Dealer, that renders the trade in vehicle incapable of being driven or unroadworthy, but the dealer must permit, and the Customer must arrange for, the collection of the trade in vehicle from the Dealer within days of the exercise of the Cooling Off Right;

12.3 the Customer (if the Customer has accepted delivery of the motor vehicle before termination) must return the motor vehicle to the Dealer unless the Customer is not able to return it because of a defect in the motor vehicle, not caused by the Customer that has rendered the motor vehicle incapable of being driven or unroadworthy in which case the Customer must permit, and the Dealer must arrange for, the collection of the motor vehicle; and

12.4 any 'tied loan contract within the meaning of Schedule 1 of the National Credit Code Is terminated and Division 4 (135 - 2 to 6) of that Code applies to that termination as if it were a termination referred to in that Division.

requires credit to be provided for the payment of the motor vehicle and having taken reasonable steps has been unable to obtain credit, the Customer may within a reasonable period by notice in writing given to the Dealer rescind the Contract.

10. Where the Customer refuses or fails to take delivery of the motor vehicle other than

13. No Warranties apply to this Contract with the exception of any which have been implied pursuant to any Commonwealth or State law and which may not by law be excluded therefrom together with any express warranties, the terms of which are set out herein.

under the cooling off right applicable to this contract (Cooling Off Right) or is otherwise in breach of his /her obligations under this contract, the Dealer may terminate this Contract by written notice to the Customer.

If that occurs any deposit paid or payable by the customer

14. Any addition to or variation of these terms and conditions will have no effect unless made in writing and signed by the parties to this Contract.