

PURCHASER DETAILS

Document Number					
Purchaser (Trading Name)				ABN	
Client Name			Other Names		
Address					
P/Code		Phone		Fax	
Mobile		Email		Date:	

MACHINE DETAILS

Make	Model	Chassis No.	Engine No.	Reg. No.	Aust. Comp Plate
Machine Colour			Stock Number		

Retail Price of Machine (ex GST)				\$	
SPECIAL REQUIREMENTS / CONDITIONS (accessories/optional equipment)					
Delivery Fee				\$	
DETAILS OF TRADE-IN		Rego. No.:		Sub Total	\$
Make:		Model:		Plus GST	\$
Engine No.:		Chassis No.:		Total Purchase Price	\$
Year:		Hour Meter:		LESS:	
Price excl. GST	\$			Trade-in excluding GST	\$
				Plus GST on trade-in	\$
Is trade-in encumbered?			Total Trade-in Payment		\$
Finance company:			Net total of Contract		\$
Finance Co. payout:			Order Commitment Fee		\$
Equity in trade-in:			Method of Payment		
Payout date:			Finance Co. / Bank name		
Finance Co. contract no.			Latest date for finance approval		
Finance Co. telephone:			Expected delivery date		

I / We hereby declare the above-mentioned Machine to be traded-in is my/our own property and is not subject to lien/bill of sale or any other encumbrance whatsoever.

Owners Signature

Contract terms - By signing this contract, the Purchaser & Dealer agree to the sale of the Machine for the price stated, under the terms & conditions of sale and special conditions stated on this contract.

THERE IS NO COOLING OFF PERIOD - THIS BECOMES A LEGALLY BINDING CONTRACT ON ACCEPTANCE BY THE DEALER

Purchaser Signature			Date	
Witness (Print Name)				
Witness Signature			Date	
Acceptance (Print Name)				
Accepted by Director or State Manager or Sales Manager (Signature)			Date	
Accepted Copy issued to Purchaser (Signature of CJD representative)		Method Paper <input type="checkbox"/> Email <input type="checkbox"/>	Date	

CONTRACT TO PURCHASE – TERMS AND CONDITIONS OF SALE
November 2022
(PLEASE READ CAREFULLY)
1. INFORMATION

- 1.1 The signing of this Contract by the Purchaser means an offer has been made to purchase the Machine on the terms and conditions stated in this Contract. No offer is made unless the Purchaser is provided with a copy of this Contract at the time it is signed by the Purchaser.
- 1.2 The offer of the Purchaser is accepted by the Dealer when:
 - (a) This Contract is signed by the Dealer or a person authorised by the Dealer; and
 - (b) Notice of the acceptance is given to the Purchaser. This Contract will then be binding on both parties.
- 1.3 The offer of the Purchaser may be withdrawn by the Purchaser any time before it is accepted by the Dealer.
- 1.4 Once the offer has been accepted by the Dealer, it is considered firm and irrevocable and should be accompanied by a deposit or some other form of irrevocable commitment

2. FINANCE

- 2.1 Where this Contract is subject to the Purchaser obtaining finance, the Contract is conditional upon the Purchaser obtaining approval for the granting of a loan:
 - (a) before the Latest Time stated in the Contract;
 - (b) for the amount stated in the Contract;
 - (c) from the Lender named in the Contract (or a lender acceptable to the Purchaser);
 - (d) upon reasonable terms and conditions in the circumstances.
- 2.2 The Purchaser agrees to take all reasonable steps toward obtaining loan approval.
- 2.3 If the Purchaser has taken all reasonable steps towards obtaining loan approval, but does not obtain approval, then either the Purchaser or the Dealer may terminate the Contract by giving Notice to the other party. The Dealer must immediately refund any deposit paid and return any trade-in Machine to the Purchaser.

3. THE PURCHASE PRICE

- 3.1 Upon delivery of the Machine, the Purchaser will pay to the Dealer all of the Total Purchase Price, less any deposit paid and any value given to the Trade-in Machine.
- 3.2 In the case of a new Machine, if at any time after this Contract becomes binding on both parties but before delivery of the Machine to the Purchaser, the cost of the Machine to the Dealer changes because the manufacturer changes its price, or there is a change in statutory charges, exchange rates, duties or taxes which apply to the Machine, the Total Purchase Price will be adjusted by the corresponding amount.
- 3.3 Payment by cheque for all or part of the Total Purchase Price will not be considered to have been received by the Dealer until the cheque has been honoured.
- 3.4 Payment will only be accepted prior to the delivery of the Machine by bank cheque or electronic funds transfer. Credit cards will not be accepted as a method of payment.

4. DELIVERY OF THE MACHINE

- 4.1 Delivery of the Machine to the Purchaser will take place at the Dealer's Premises, unless other arrangements are agreed to between the Purchaser and the Dealer.
- 4.2 The Purchaser will deliver any Trade-in Machine to the Dealer, and take delivery of the Machine, within seven (7) days of being notified by the Dealer that the Machine is ready for collection.
- 4.3 The Dealer shall not be responsible for failure or delay in shipment or delivery due to fires, floods, strikes, transportation difficulties, shortage of or inability to obtain necessary materials or labour, or any other causes beyond the Dealer's reasonable control. The existence of any such cause of delay shall extend the time for performance to such extent as may be necessary to enable the Dealer by the exercise of reasonable diligence to make delivery, provided however, that if such delay shall exceed thirty days from the agreed delivery date, the Dealer may cancel this order and the Dealer shall then have no other or further liabilities to the Purchaser other than to return to the Purchaser any deposit made by the Purchaser to the Dealer.

5. PASSING OF PROPERTY AND RISK IN THE MACHINE

- 5.1 The Dealer remains the owner of the Machine until the Total Purchase Price has been received in full by the Dealer.
- 5.2 Risk in the Machine and the responsibility to insure the Machine will pass from the Dealer to the Purchaser when the Machine is delivered by the Dealer to the Purchaser. This applies whether delivery occurs at the Dealer's Premises or any other location.

6. TRADE-IN MACHINE

- 6.1 The Purchaser will deliver the Trade-In Machine with accessories to the Dealer in the same condition the Trade-In Machine was in at the time it was valued by the Dealer for the purpose of this Contract, except for normal wear and tear.

7. WARRANTIES

- 7.1 For new Machines only, the Dealer undertakes that it will warrant to the first user thereof under the manufacturer's standard warranty which does not extend to any express or implied warranty of merchantability or fitness for a particular purpose. The Dealer also undertakes to pass on the full manufacturer's warranty for all third party, aftermarket parts supplied by the Dealer and fitted to the Machine.
- 7.2 No warranties are provided or given on any used Machines.

8. LIABILITY AND INDEMNITY

- 8.1 In the case of goods or services which are supplied by the Dealer to a consumer within the meaning of the Competition and Consumer Act 2010, to the extent that the goods or services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the liability of the Dealer shall be limited, at the option of the Dealer to:
 - (a) the replacement of the goods or the supply of equivalent goods; or

- (b) the cost of repair or replacement of the goods; or
 - (c) the re-supply of services or the cost of re-supplying them again,
- and without limiting the generality of the foregoing, shall not include any other liability in respect of, arising out of or in connection with any special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred as a result of such breach.
- 8.2 If any material is furnished by the Purchaser for use in the manufacture of the Machine purchased herein, the Purchaser indemnifies and agrees to keep indemnified the Dealer from all costs claims or damages whatsoever arising from any defect in the same, or failure of same to operate properly.
- 9. PURCHASER'S RIGHT TO TERMINATE THIS CONTRACT**
- 9.1 The Purchaser may terminate this Contract if the Dealer has breached any of the obligations imposed on the Dealer by this Contract.
- 9.2 If this Contract is validly terminated by the Purchaser, the Dealer must immediately refund any deposit paid and return any Trade-In Machine to the Purchaser. If, in the event the Trade-In Machine has been sold, the cash equivalent of the Trade-In Machine value determined at the commencement of the Contract shall be refunded to the Purchaser.
- 10. DEALER'S RIGHT TO TERMINATE THIS CONTRACT**
- 10.1 The Dealer may terminate this Contract if the Purchaser has breached any of the obligations imposed on the Purchaser by this Contract.
- 10.2 If this Contract is validly terminated by the Dealer, any costs incurred by the Dealer in relation to the Contract that cannot be avoided shall be immediately due & payable by the Purchaser.
- 10.3 Any deposit paid by the Purchaser may be used by the Dealer to meet the costs incurred by the Dealer. Any surplus will be refunded to the Purchaser.
- 11. NOTICES**
- 11.1 All Notices required by this Contract may be given by direct communication, telephone, electronically, fax or post to the addresses and numbers included in this Contract.
- 11.2 If sent by post, the Notice will be considered to have been received, unless the contrary is shown, at the time when the Notice would have been delivered in the ordinary course of the post.
- 12. WHOLE AGREEMENT**
- 12.1 By signing this Contract, the Purchaser acknowledges that this Contract constitutes the whole agreement to purchase the Machine and supersedes all prior and subsequent communications and negotiations between the Dealer and the Purchaser and any terms or conditions of any kind whatsoever provided to the Dealer by the Purchaser.
- 12.2 No amendment to or variation of this Contract, including these terms and conditions, is valid or binding on either party unless made in writing and signed by the Dealer and the Purchaser.
- 12.3 For the avoidance of doubt, the acceptance of a purchase order by the Dealer and/or the provision of terms and conditions attached to a purchase order issued by the Purchaser to the Dealer is not considered to be acceptance of such terms and

conditions in writing by the Dealer and no clause to the contrary contained in any terms and conditions issued by the Purchaser to the Dealer shall have any bearing on this Contract.

13. PERSONAL PROPERTY SECURITIES ACT 2009 (Cth) (PPSA)

- 13.1 In the event that the Total Purchase Price for the Machine covered by this order is not paid at the time of delivery, the Dealer shall be entitled to register its interest in the Machine under the PPSA.
- 13.2 The Purchaser acknowledges that this Contract creates a Security Interest in the Machine and is granted by the Purchaser to secure the payment of all amounts owing including but not limited to the Total Purchase Price by the Purchaser under the terms of this Contract and the performance of all other obligations under this Contract.
- 13.3 The Purchaser agrees that the Security Interest created by this Contract attaches or otherwise takes effect immediately upon the Purchaser obtaining possession of the Machine. The Security Interest created by this Contract extends not only to the Machine but also to all and any proceeds arising from any dealings with the Machine.
- 13.4 The Purchaser agrees to do all things (including executing and delivering all documents) which the Dealer requires at any time to:
- (a) ensure that this agreement creates a first-ranking perfected security interest for the purposes of the PPSA;
 - (b) ensure that this agreement is perfected by control to the extent possible under the PPSA; and
 - (c) otherwise protect, preserve and give full effect to the Dealers powers under, and for all purposes of, the PPSA.
- 13.5 The Purchaser must not give another person an interest in, or any form of Security Interest over, any lease agreement or hiring agreement or the Machine, or authorise anyone else to do so, without the Dealer's consent.
- 13.6 The Purchaser must indemnify the Dealer against any costs (reasonably incurred) in connection with any action required to be taken by the Dealer under or in relation to the PPSA, including any registration, or any response to an amendment notice or demand under sections 178-182 of the PPSA or any demand or request under section 275 of the PPSA.
- 13.7 Without affecting the Purchaser's obligations under this Contract, if, in the opinion of the Dealer a PPS Law applies, or will in the future apply to this Contract or any of the transactions provided for or contemplated by it and that PPS Law:
- (a) adversely affects or would adversely affect the Dealer's security position or the Dealer's rights or obligations under or in connection with this Contract ("Adverse Affection"); or
 - (b) enables or would enable the Dealer's security position to be improved without adversely affecting the Purchaser in a material respect ("Improvement"),
- the Dealer may by notice to the Purchaser require the Purchaser to reasonably do anything (including assist with amending this Contract or executing any new document) that in the Dealer's opinion is

- necessary or desirable to ensure that, to the maximum possible extent, the Dealer's security position, and the Dealer's rights and obligations, are not subject to an Adverse Affectation or are improved by an Improvement. The Purchaser must, acting reasonably, comply with the requirements of that notice within the time stipulated in the notice.
- 13.8 The Purchaser agrees that the Purchaser will only authorise the disclosure of information under section 275(7)(c) or request information under section 275(7)(d), if the Dealer approves. Nothing in this provision will prevent any disclosure by the Dealer that it believes is necessary to comply with its other obligations under the PPSA.
- 13.9 The Purchaser acknowledges that the Dealer may register one or more financing statements in relation to its Security Interests under this Contract and that each such financing statement may be registered at any time.
- 13.10 To the extent permitted by law, if the PPSA applies, the Purchaser irrevocably waives any rights it may have to:
- (a) Receive notices or statements under sections 95, 121(4), 125, 130, 132(3)(d), 132(4) and 135 of the PPSA;
 - (b) Redeem the Machine under section 142 of the PPSA;
 - (c) Reinstate the agreement under section 143 of the PPSA;
 - (d) Receive a verification statement as defined in the PPSA.
- 13.11 In this Contract, the terms used in this clause which are defined in the PPSA have the meanings given to those terms in the PPSA.

PRIVACY ACKNOWLEDGEMENT & CONSENT

The Purchaser acknowledges that the purpose to which the information contained in this Contract may be put include advising the Purchaser about products and services, conducting customer surveys and matters relating to: warranties, product recalls and other matters relating to the Machine and the Purchaser. In respect of these purposes, the Purchaser consents to disclosure of the information contained in this Contract to companies related to the Dealer and to third party service providers (which may be overseas).

NOTE:

Non genuine parts, accessories, products or additives identified as such and not supplied or approved by the Machine manufacturer for use in your Machine are not covered by the manufacturers' warranties in respect of such parts, accessories, products or additives. You should also be aware that their use may affect the warranty provided by the manufacturer for your Machine, to the extent that the manufacturer may consider that these non-genuine products and/or their installation might affect the specifications or quality of your Machine.