



Contract to Purchase

PURCHASER DETAILS ("Purchaser")				
CJD Document Number		Quote Number		Date
Purchaser (Legal Entity)		Trading Name		
ABN		Phone		
Address				
Contact name		Contact Position		
Email		Mobile		

MACHINE DETAILS ("Machine")				
Make	Model	VIN / Chassis No.	Engine No.	Registration No.
Machine Colour		Stock Number		Expected Delivery Date

SPECIAL REQUIREMENTS / CONDITIONS					
1. As per final quote number: #					
				Price of Machine (ex GST)	\$
				Delivery Fee	\$
				Sub Total	\$
				Plus GST	\$
				Total Purchase Price	\$
				Less	
				Trade in (ex GST)	\$
				Plus GST on trade-in	\$
				Total Trade in payment	\$
				Total Contract Price (inc GST)	\$
				Deposit	\$
				Payment Method	
				Subject to Finance Approval?	Y/N
				Finance Co / Bank Name (Lender)	
				Last Date for Finance Approval (Latest Time)	

TRADE-IN DETAILS (leave blank if no trade-in) ("Trade In")	
Make	Model
Rego No.	Hours / Kms
Engine No.	Chassis No.
Year:	
Price (ex GST)	
Is trade-in encumbered?	
Finance company	
Finance co. payout figure	
Equity trade-in	
Finance contact name:	
Finance contact no.	
I/We hereby declare the above-mentioned machine to be traded-in is my/our own property and is not subject to any lien/bill of sale or any other encumbrance whatsoever other than as stated above.	
Signed:	

Contract Terms: By signing this contract, the Purchaser and CJD Equipment Pty Ltd ABN 63 008 754 523 (Dealer) agree to the sale and purchase of the Machine for the price stated, under the terms and conditions stated in this contract (which includes the 'terms and conditions of sale' set out below).

THERE IS NO COOLING OFF PERIOD – THIS BECOMES A LEGALLY BINDING CONTRACT ON ACCEPTANCE BY THE DEALER			
Purchaser's signature: *		Date	
Printed Name of Purchaser (or authorized person of Purchaser):			
Witness Name:			
Witness Signature:		Date	
Acceptance by Dealer – State General Manager / State Sales Manager (Signature & Printed Name)		Date	
Copy issued to Purchaser (Signed by Dealer)	By Email / By Hand	Date	
*The person signing on behalf of the Purchaser warrants they have the lawful authority to enter into this contract on behalf of the Purchaser.			

CONTRACT TO PURCHASE – TERMS AND CONDITIONS OF SALE
April 2024
(PLEASE READ CAREFULLY)

1. INFORMATION

- 1.1 The signing of this Contract by the Purchaser means an offer has been made by the Purchaser to purchase the Machine on the terms and conditions stated in this Contract (**Offer**).
- 1.2 The Offer 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 by the Dealer,
 at which point this Contract will become 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 under clause 1.2.
- 1.4 Subject to applicable law, once the Offer has been accepted by the Dealer, it is considered firm and irrevocable and the Purchaser must pay the Deposit to the Dealer within 48 hours of acceptance.

2. FINANCE

- 2.1 Where this Contract is specified to be 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 (if any);
 - (c) from the Lender named in the Contract (or any other lender acceptable to the Purchaser); and
 - (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 such approval before the Latest Time, then either the Purchaser or the Dealer may terminate this Contract by giving notice under clause 11 (**Notice**) to the other party. Upon termination, the Dealer must promptly refund any Deposit paid to it (and received by it in cleared funds) and return any Trade In held by the Dealer.

3. THE PURCHASE PRICE

- 3.1 Prior to delivery of the Machine, the Purchaser must pay to the Dealer all of the Total Purchase Price in cleared funds, less any Deposit paid (and received by the Dealer in cleared funds) and any value given to the Trade In.
- 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 to the Dealer of the Machine changes for any reason, including because the manufacturer changes its price, or there is a change in shipping costs, statutory charges, exchange rates, duties or taxes which apply to the Machine, the Total Purchase Price will be increased by the corresponding amount (being the dollar value of the change). If the Total Purchase Price is increased by more than 5% under this clause, the

Dealer will notify the Purchaser of the Increase (**Notification**) and the Purchaser may elect to pay the full amount of the Increase or may terminate this Contract by provision of written notice to the Dealer. If within [7] days of the date of the Notification the Purchaser does not notify the Dealer that it will pay the full amount of Increase or terminate this Contract, the Dealer may terminate this Contract by written notice to the Purchaser.

- 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 and all funds have cleared.
- 3.4 Payment must be received prior to the delivery of the Machine by way of bank cheque or electronic transfer of immediately available funds. 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 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 Purchaser is liable for, and must pay to the Dealer, daily holding charges if they have not paid the full Total Purchase Price within 21 days of being notified (in writing) that the Machine is ready for collection. The daily charges are at the Dealer's overdraft rate on the purchase price of the Machine.
- 4.4 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 Expected 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 paid by the Purchaser to the Dealer.
- 4.5 Whilst the Dealer will use reasonable endeavours to fulfil the Order by the Expected Delivery Date, the Purchaser acknowledges and agrees that the Expected Delivery Date is an estimate only and that the Dealer will not be liable for any loss suffered by the Purchaser as a result of any delay in delivery.

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 in cleared funds 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 with accessories to the Dealer in the same condition the Trade In 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 The Dealer excludes all express and implied terms, conditions and warranties which might otherwise apply to, or arise out of, this Contract, other than:
 - (a) as expressly set out in this Contract; and
 - (b) terms, conditions and warranties which cannot lawfully be excluded or modified by agreement, including any warranties that cannot be excluded under the *Competition and Consumer Act 2010 (CCA)*.
- 7.2 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 by the Dealer.
- 7.3 To the fullest extent permitted by law, no warranties are provided or given in respect of any used Machines.
- 7.4 Non genuine parts, accessories, products or additives identified as such and not supplied or approved by the Machine manufacturer for use in the Machine are not covered by the manufacturers' warranties in respect of such parts, accessories, products or additives. The Purchaser acknowledges that the use of such products may affect the warranty provided by the manufacturer in respect of the 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 the Machine.

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 CCA, 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

- 8.2 incurred as a result of such breach. To the extent that the CCA applies and cannot be excluded because the Purchaser is deemed to be a consumer under s3 of the Australian Consumer Law, the Dealer makes the following statement about the Purchaser's rights:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 8.3 If any material is furnished by the Purchaser for use in the manufacture/build/fit-out of the Machine purchased, 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.
- 8.4 The Dealer is not liable to the Purchaser or to any third party for any injury or damage to property arising from, or in any way contributed to or by, any act or omission of the Purchaser, or any representative, servant, employee or agent of the Purchaser. The Purchaser indemnifies, and must keep indemnified, the Dealer against any such liability.
- 8.5 Any advice given by the Dealer to the Purchaser in connection with the Machine is in good faith and based upon the Dealer's best judgment. Except where the Dealer has been willfully misleading or grossly negligent, the Dealer is not liable for any loss suffered by the Purchaser as a result of the Purchaser relying upon the advice and the Purchaser acknowledges that the advice is not construed as a warranty, representation or guarantee with respect to any matter referred to in the advice.
- 8.6 The Purchaser indemnifies the Dealer at all times from and against all liabilities, losses, damages, costs, charge or expenses (including reasonable costs awarded by a court) incurred by, imposed on or brought against the Dealer arising directly or indirectly out of or in connection with the supply of the Machine to the Purchaser under this Contract, including the Purchaser's possession or use of the Machine (except to the extent that they result from the Dealer's gross negligence or breach of contract).
- 8.7 Notwithstanding any other clause of this Contract, the Dealer and its related parties will under no circumstances be liable to the Purchaser for:
 - (a) damages for loss of profits or savings (actual or anticipated), loss of goodwill, loss of opportunity, loss of market or loss of use and losses suffered by the Purchaser due to claims by third parties;
 - (b) any indirect, incidental, special or consequential damages; or
 - (c) loss arising from the fraud or willful misconduct of the Dealer's officers, agents or contractors,

whether or not the Dealer knew of the possibility of such damage or such damage was otherwise foreseeable.

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 to the Purchaser. If, in the event the Trade In has been sold, the cash equivalent of the Trade In 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 and payable by the Purchaser (and the Purchaser indemnifies the Dealer against such amounts).
- 10.3 Any Deposit paid by the Purchaser may be used by the Dealer to meet the costs incurred by the Dealer in connection with this Contract up to the point of termination. 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 (including by email), fax or post to the addresses and numbers included in this Contract (**Notice**).
- 11.2 A Notice given in accordance with clause 11.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:
 - (a) if hand delivered, on delivery;
 - (b) if sent by prepaid post, two Business Days after the date of posting (or seven Business Days after the date of posting to or from outside Australia);
 - (c) if sent by courier, on the date of delivery; or
 - (d) if sent by electronic communication, at the time of transmission unless, within 24 hours of transmission or, if the unsuccessful transmission is as a consequence of any act or omission of the sender or defect or deficiency in the sender's transmitting equipment, at any time after transmission, the sender receives advice that the transmission has been unsuccessful,
 but if the delivery, receipt or transmission is not on a Business Day or after 5:00pm on a Business Day, the notice is taken to be received at 9:00am on the Business Day after that delivery, receipt or transmission.
- 11.3 For receiving Notice under this clause, **Business Day** means a day that is not a Saturday, Sunday or public holiday in the place where the Notice is received.

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 *Personal Property Securities Act 2009* (Cth) (**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 of the Purchaser 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 Contract creates a first-ranking perfected security interest for the purposes of the PPSA;
 - (b) ensure that this Contract is perfected by control to the extent possible under the PPSA; and
 - (c) otherwise protect, preserve and give full effect to the Dealer's 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 prior written 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 Affectation**); 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) of the PPSA or request information under section 275(7)(d) of the PPSA, 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; or
 - (d) Receive a verification statement as defined in the PPSA.
- 13.11 The Purchaser must:
 - (a) Sign further documents and provide further information which the Dealer reasonably requires to:
 - (i) Enable registration of a financing statement or financing change statement on the Personal Property Securities Register (PPSR);
 - (ii) Ensure that any Security Interest is fully effective, enforceable and perfected with the highest priority possible; and/or
 - (iii) Aid the exercise of any right or power in favour of the Dealer in respect of the Goods and/or such Security Interest
 - (b) not make a demand to alter the Financing Statement pursuant to section 178 of the PPSA in respect of the Goods without the Dealer's prior written consent;

- (c) give the Dealer not less than 14 days prior written notice of any proposed change in the Purchaser's identifying information;
- (d) keep full and complete records of the Goods;
- (e) keep the Dealer indemnified against all claims relating to accessions to the Goods and the Dealer's removal or retention of those accessions (including legal costs on an indemnity basis); and
- (f) immediately return the Goods to the Dealer if requested following non-payment of any amount the Purchaser owes to the Dealer or breach of any of the Purchaser's other obligations.

13.12 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.

14. PRIVACY ACKNOWLEDGEMENT & CONSENT

- 14.1 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).
- 14.2 The Purchaser must provide or permit to be collected any personal information required to be provided to the Dealer or collected by the Dealer in connection with this Contract and generally comply with the Purchaser's obligations under this Contract at all times in compliance with applicable laws, regulations and other legal requirements regarding data privacy and personal information, including the *Privacy Act 1988* (Cth) and the Australian Privacy Principles contained therein.

15.1 GST

- 15.1 For the purposes of this clause:
 - (a) words and phrases which have a defined meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) have the same meaning when used in this clause, unless the contrary intention appears; and
 - (b) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies is to be treated as if it were a separate supply.
- 15.2 Unless expressly stated otherwise, all consideration to be provided under this Contract is exclusive of GST.
- 15.3 If GST is payable, or notionally payable, on a supply made in connection with this Contract, the party providing the consideration for the supply agrees to pay to the supplier an additional amount equal to the amount of GST payable on that supply (**GST Amount**).
- 15.4 Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time as the GST-



- exclusive consideration for the supply, or the first part of the GST-exclusive consideration for the supply (as the case may be), is payable or is to be provided.
- 15.5 Clauses 15.3 and 15.4 do not apply to the extent that the consideration for the supply is expressly stated to include GST or the supply is subject to a reverse-charge.
- 15.6 If an adjustment event arises for a supply made in connection with this Contract, the GST Amount (or the GST component of any consideration expressed to be inclusive of GST) must be recalculated to reflect that adjustment. The supplier or the party providing the consideration for the supply (as the case may be) agrees to make any payments necessary to reflect the adjustment and the supplier agrees to issue an adjustment note.
- 15.7 Any payment, indemnity, reimbursement or similar obligation that is required to be made in connection with this Contract which is calculated by reference to an amount paid by another party must be reduced by the amount of any Input Tax Credits which the other party (or the representative member of any GST group of which the other party is a member) is entitled. If the reduced payment is consideration for a taxable supply, clauses 15.3, 15.4 and 15.5 apply to the reduced payment.
- 16. General**
- 16.1 The Dealer may assign this Contract or a right under this Contract by Notice to the Purchaser.
- 16.2 Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this Contract or a transaction contemplated by this Contract must be paid by the Purchaser.
- 16.3 This Contract may be executed in counterparts. All executed counterparts constitute one document.
- 16.4 A term or part of a term of this Contract that is illegal or unenforceable may be severed from this Contract and the remaining terms or parts of the term of this Contract continue in force.
- 16.5 This Contract is governed by the law of the state or territory in which the Contract is formed and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.

