

AGREEMENT FOR SALE OF NEW MOTOR CAR

Part A

Name and address of Licenced Motor Car Trader



NGP Lorimer Pty Ltd trading as

Melbourne City Land Rover

AUTHORISED LAND ROVER DEALER

A.B.N. 98 610 702 988 LMCT 11607

351 Ingles Street, Port Melbourne Victoria Australia 3207

Telephone: 61 3 9684 1000 Facsimile: 61 3 9684 1010

Email: ask@mlr.com.au

Trading Hours: Mon. - Fri. 8:30am to 6:00pm Sat. 9:00am to 5:00pm



Number	459304	Date	04-Nov-2021	LMCT/Exp Date	11607	Salesperson	GABRIEL FATA
PURCHASER'S DETAILS							
Name & Address	MR JOBY MATHEW 38 EZRA ST CRANBOURNE EAST VIC 3977						
ACN		ABN		Email	jmathew.joby@gmail.com		
Phone		Work		Mobile	0451895000	Fax	
D.O.B	28-Jan-1982	Lic #	002188311	Cust#	111606	Fleet #	
						Estimated Delivery Date	29/06/2022
The Purchaser HEREBY AGREES to buy from the Trader and the Trader hereby agrees to sell to the Purchaser the undermentioned new motor car including any extras and/or accessories as stated in this agreement thereto, for the price payable in the manner and on the terms and conditions contained on the reverse.							

DESCRIPTION OF MOTOR VEHICLE							
Make	LANDROVER	Model	Defender 110 P400 S 5DR AWD Auto 23MY				
VIN		Eng cc	2995	Cyl	6	Km's	New
Eng#		Trans	A8 AWD	Door's	5	Rego	
Colour	Gondwana Stone-1DK	Fuel	PULP TC	Year	New	Comp Plate	New
Trim	-	Body	WAGON	Stock#	0	Code	5000674761

VEHICLE PRICING (Subject to Clause 2)		\$ Amount
RRP	\$95,479.99	Vehicle Pricing (Excluding GST)
Options - Accessories		
Refer Specification Sheet Attached		14,964.34

SETTLEMENT DETAILS		
Deposit Details		\$ Amount
Rec#	272573	12/09/21
Rec#		2,000.00
Rec#		
Total Deposits		2,000.00
Trade-In Allowance		
Less Payout to		
Coy		As per Trade-In Motor Vehicle Particulars (Part F)
Acc		
Due		
Chq		
Less Client Refund		
Net Trade Equity		

PPSR & Transfer Fees		1,995.00
Delivery Fee		
Sub Total		98,235.98
Less Allowance - Includes all Offers		577.45
Less Gst Free Sales (*) plus rounding		
Taxable Sub Total		97,658.53
GST		9,765.85
Luxury Car Tax		11,481.72
Gst Free Sales and rounding		
Stamp Duty Calculated on	\$119000	Stamp Duty
VL		UGP to Blk/Wht Slimlines
Common Due Date		Registration
Tax Input Credit Yes/No		No
Transport Accident Charge		484.00
TOTAL PURCHASE PRICE		128,248.60

Finance Being Arranged By		Dealer <input type="checkbox"/>	Customer <input type="checkbox"/>
Provider			
Contact			
Branch			
Phone			
Buyers Signature (Finance Only)			
Amount Financed			

Balance of Payment (Cash/Bank Cheque)		126,248.60
Rec#		
Rec#		
Rec#		
Created: 16-Nov-21 @ 8:50 am		Initials
TOTAL SETTLEMENT		128,248.60

DIRECT DEPOSIT DETAILS: Account: NGP Lorimer Pty Ltd | Bank: ANZ | BSB: 013 350 | ACC No. 8368 34814

Part C - Additional Options - Accessories	X M T	G E N	N O N	\$ Amount	Part D - Special Conditions
					* No Other Offers Apply * SUBJECT TO FINANCE * 5 YEAR WARRANTY * 5 YEARS ROADSIDE ASSISTANCE CORPORATE SERVICING (ACCENTURE 2) * 52 Internal Code
Total Additional Items (as per Last Item Part A)					

The Purchaser acknowledges and agrees that:

- (a) This agreement is not binding upon the Dealer or Purchaser until it is accepted by the Dealer.
- (b) The Prices, allowances and amounts shown in this agreement may be adjusted in accordance with clause 2 of the Terms and Conditions for Sale of New Motor Car.
- (c) The Purchaser is not under the age of 18 years and is not an undischarged bankrupt.
- (d) Prior to the Purchaser signing this agreement, all material particulars have been inserted into this agreement and the Purchaser has read and understands such particulars and terms and conditions set out on all pages to this agreement, including the Terms and Conditions for Sale of New Motor Car.
- (e) Any non-genuine Parts, Accessories or Additives not supported by the vehicle's manufacturer are not covered by the Manufacturer's warranties in respect of those Parts and Accessories. You should also be aware that their use may affect the warranty provided by the Manufacturer to the extent that these non-approved products and/or their installation may affect the specifications or quality of your vehicle.
- (f) The Purchaser acknowledges receipt of a copy of this Agreement # 459304
- (g) The Purchaser gives permission to the Dealer to retain the personal information contained in this agreement and authorises the Dealer to use this information for the purpose of advising future marketing information about products and services offered by the Dealer to the Purchaser. Refer Privacy Statement contained in PART D of Terms and Conditions for Sale of a New Motor Car.

IMPORTANT INFORMATION – YOUR RIGHT TO COOL OFF

Motor Car Traders Act 1986 – Section 43

Under Section 43 of the Motor Car Traders Act 1986, if none of the exceptions listed below applies to you, you may end this agreement within 3 clear business days of the day that you sign the agreement.
To end the agreement within this time, you must give the motor car trader or the motor car trader's agent written notice that you are terminating the agreement.

If you end the agreement in this way, you are entitled to a refund of all the money you paid EXCEPT –

- \$400 or 2 per cent of the purchase price (whichever is greater) where this is not an off-trade premises sale; or
- \$100 or 1 per cent of the purchase price (whichever is greater) where this is an off-trade premises sale. An 'off-trade premises' sale is one in which you agree to purchase the car while you are at home or at your workplace and you did not ask for the agreement to be signed at your home or workplace.

EXCEPTIONS – the 3-day cooling-off period does not apply if—

- the vehicle being sold is a commercial vehicle; or
- you are a motor car trader; or
- you are a body corporate; or
- you accept delivery of the vehicle within the cooling-off period.

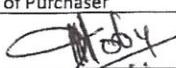
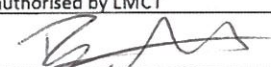
IF YOU CHOOSE TO ACCEPT DELIVERY OF THIS VEHICLE WITHIN THE COOLING-OFF PERIOD, YOU WILL AUTOMATICALLY LOSE YOUR RIGHT TO COOL-OFF

Rights under the Australian Consumer Law

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.

This will become A LEGALLY BINDING AGREEMENT on acceptance by the Dealer.

The Purchaser acknowledges that he/she has read and understood the terms and conditions above and on the reverse side of the agreement and agrees to be bound by them and that no other additional conditions apply to this agreement.

Signature of Purchaser 	Dated the <div style="border: 1px solid black; padding: 5px; text-align: center;">23 day of Nov 2021</div>
Signature of Person authorised by LMCT 	Dated the <div style="border: 1px solid black; padding: 5px; text-align: center;">29 day of November 2021</div>

DELIVERY RECEIPT

I/We acknowledge the receipt of the vehicle described in part A
I/We have thoroughly examined the vehicle and (subject only to defects which you have specifically drawn to our attention in writing) it is in satisfactory order and condition and reasonably fit for which we require it.

Dated the <div style="border: 1px solid black; padding: 5px; text-align: center;">day of 20</div>	Signature of Purchaser <div style="border: 1px solid black; height: 30px;"></div>	Signature of Witness <div style="border: 1px solid black; height: 30px;"></div>
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TERMS AND CONDITIONS FOR SALE OF NEW MOTOR CAR

PART E

10. Delays in Delivery

- (1) The Trader shall make every reasonable effort to make the Purchase Vehicle available for delivery on or before the delivery date stated in this Agreement. Where delivery is delayed more than 14 days the Purchaser may terminate this Agreement by notifying the Trader in writing, unless the delay is caused by the Purchaser.
- (2) The Purchaser shall take delivery of the Purchase Vehicle within 7 days of being notified by the Trader that the Purchase Vehicle is ready for delivery. If the Purchaser fails to take delivery within this time the Trader may terminate the Agreement by notice in writing.

11. Limitation of Liability

- (1) Except as specifically stated in this Agreement, or as contained in any express warranty provided in relation to the Purchase Vehicle, the Agreement does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Purchase Vehicle or any contractual remedy for its failure.
- (2) The Purchaser acknowledges that:
 - (a) it has not relied on any service involving skill and judgement, or on any advice, recommendations, information or assistance provided by the Trader in relation to the Purchase Vehicle or its use; and
 - (b) it has not made known, either expressly or by implication, to the Trader any purpose for which it requires the Purchase Vehicle and it has the sole responsibility of satisfying itself that the Purchase Vehicle is suitable for the Purchaser's use.
- (3) At the time of delivery of the Purchase Vehicle the Purchaser shall be given an opportunity to inspect the Purchase Vehicle. If, having been provided with such an opportunity, the Purchaser accepts delivery of the Purchase Vehicle then, to the extent permitted by law and subject to any contrary agreement, the following provisions shall apply:
 - (a) If the Purchase Vehicle as delivered differs from the description of the Purchase Vehicle contained in the Agreement in a way that was:
 - (i) made known to the Purchaser prior to delivery; or
 - (ii) ought to have been apparent to the Purchaser from the Purchaser's inspection of the Purchase Vehicle prior to delivery

then the parties shall be deemed to have agreed to vary this Agreement by changing the description of the Purchase Vehicle so it describes the Purchase Vehicle actually delivered.

- (b) If the Purchase Vehicle as delivered differs from the description of the Purchase Vehicle in a way that:
 - (i) is not described in paragraph (a) above; and
 - (ii) does not affect the value of the Purchase Vehicle by more than 7.5% of the purchase price, then the parties agree that any remedy available to the Purchaser in respect of this difference shall be limited to an adjustment of the purchase price by an amount equivalent to the difference between the recommended retail price of the Purchase Vehicle as delivered and the recommended retail price of the Purchase Vehicle as described in the Agreement.
- (4) In the event that the manufacturer, distributor or importer as the source of original supply goes into Liquidation, Administration, a Receiver is appointed, or ceases to trade then it is acknowledged that:
 - (a) Responsibility for the Trader to provide repairs under the manufacturer's express warranty will cease; and
 - (b) Any claims for reimbursement or compensation in relation to the manufacturer's express warranty are to be made directly with the representative acting on behalf of the manufacturer.

12. Subject to Finance

- (1) Where this Agreement is subject to the Purchaser obtaining finance, the Agreement is conditional upon the Purchaser obtaining finance approval within the time stated in this Agreement:
 - (a) of the amount stated in this Agreement;
 - (b) from the credit provider named in this Agreement (or from a similar type of credit provider);
 - (c) for the type of finance stated in this Agreement;
 - (d) upon reasonable terms and conditions in the circumstances.
- (2) The Purchaser agrees to take all reasonable steps towards obtaining finance approval and to notify the Trader on or before the Approval Date of the outcome of the Purchaser's finance application.
- (3) If the Purchaser does not obtain finance approval then:
 - (a) the Purchaser may terminate this Agreement by giving notice in writing to the Trader; or
 - (b) if the Purchaser cannot satisfy the Trader to the Trader's reasonable satisfaction that the Purchaser can finance the purchase by alternative means, the Trader may terminate this Agreement by giving notice in writing to the Purchaser.

13. Transfer to Credit Provider

Where requested by the Purchaser, the Trader shall transfer title to the Purchase Vehicle to the Purchaser's credit provider upon payment of the total purchase price to the Trader.

14. Termination

- (1) Where this Agreement is lawfully terminated by the Trader due to a breach of this Agreement by the Purchaser then:
 - (a) the Purchaser shall forfeit the amount stated in this Agreement to the Trader provided that amount does not exceed 5% of the total purchase price ("the forfeitable amount");
 - (b) where an amount has been paid towards the purchase price and that amount exceeds the forfeitable amount then the Trader shall:
 - (i) refund to the Purchaser so much of the amount paid that exceeds the forfeitable amount; and
 - (ii) return any Trade-in Vehicle to the Purchaser.
 - (c) where an amount has been paid towards the purchase price and that amount does not provide the Trader with the forfeitable amount and a Trade-in Vehicle has been delivered to the Trader then the Trade-in Vehicle may be forfeited to the Trader and the Purchaser credited with the net trade-in allowance. If this amount and any other amount paid by the Purchaser exceeds the forfeitable amount then the excess shall be refunded to the Purchaser.

- (2) Where this Agreement is lawfully terminated by the Purchaser due to a breach of this Agreement by the Trader then the Trader shall:
 - (a) refund to the Purchaser all money paid by or on behalf of the Purchaser; and
 - (b) return any Trade-in Vehicle to the Purchaser.
- (3) Where this Agreement is lawfully terminated by either the Purchaser or the Trader due to clause 12 or for any reason other than a breach of this Agreement then the Trader shall:
 - (a) refund to the Purchaser all money paid by or on behalf of the Purchaser; and
 - (b) return any Trade-in Vehicle to the Purchaser.
- (4) Where this Agreement provides for the Trader to return any Trade-in Vehicle to the Purchaser but the Trader has, with the prior written consent of the Purchaser, sold or agreed to sell the Trade-in Vehicle then this Agreement will be complied with if the Trader pays to the Purchaser:
 - (a) an amount equal to the net trade-in allowance; or
 - (b) where the Purchaser or Trader have agreed on a value as the fair market value of the Trade-in Vehicle - that agreed value less any trade-in payout made or to be made by the Trader.
- (5) Where the Trader returns any Trade-in Vehicle to the Purchaser and the Trader has carried out repairs on the Trade-in Vehicle with the consent of the Purchaser then the Trader shall be entitled to an amount equal to the reasonable cost of those repairs.
- (6) Where either the Purchaser or Trader wishes to terminate this Agreement in accordance with this clause they must give written notice to the other party of the decision to terminate.
- (7) Nothing in this clause affects the rights and duties conferred by section 43 of the Motor Car Traders Act 1986 (Vic) or regulation 10 of the Motor Car Traders Regulations 2008 (Vic).

15. Non exclusion of Statutory Warranties and Other Rights

- (1) The benefits conferred by this Agreement and by the Trader's warranty, if any, are in addition to all other rights and remedies in respect of the Purchase Vehicle which the Purchaser has under the ACL and any other Commonwealth, State and Territory laws. Note: The parties to this Agreement may include other conditions if those conditions do not reduce the rights given to either party by or under the Motor Car Traders Act 1986 (Vic).

VACC is not a party to this agreement, and make no representation relating to the Trader or the performance of the Trader's obligations under this agreement.

PRIVACY STATEMENT

Purposes of collection and use of personal information

This Agreement of Sale and other transfer documentation that you sign when you purchase a vehicle contain personal information about you, including your name, telephone number, address, drivers licence number, email address, details of any Trade-in Vehicle you own. The Trader holds your personal information and is stored on file. The Trader collects and holds this personal information to facilitate your purchase of a vehicle and to meet the requirements of the legislation associated with the supply of a motor vehicle, and related services and goods. Associated services and goods include the provision of warranty, insurance and registration. The Trader will only collect personal information that you provide to it. Where you do not wish to provide the Trader with your personal information, the Trader may not be able to sell the vehicle to you.

Disclosure of Personal Information

The Trader will only disclose your personal information in accordance with the Australian Privacy Principles (APPs) as set out in the Privacy Act 1988 (Cth) (Privacy Act). The Trader will disclose your personal information to VicRoads, and any other organisation that requires your details in order to carry out the transfer of registration of your vehicle. If you apply for finance in connection with the purchase of a vehicle, the Trader will provide your personal information to the financier for the purposes of the financing arrangements. Your personal information may also be disclosed to the Trader's contracted suppliers, service providers and other entities that are associated with the supply of motor vehicles and related goods. Finally, the Trader may disclose your personal information if it determines that disclosure of such information is required by law and reasonably necessary to protect the rights, property or safety of the Trader. Your personal information may be disclosed to overseas recipients. As the internet is a global environment, where we use the internet to collect and process personal information this will necessarily involve the transmission of that information worldwide. We may also share your personal information with our associates and suppliers overseas. Where we do so, we will take reasonable steps to ensure such recipients comply with the APPs.

Access and correction of your personal information

You have a right to access your personal information. The Trader will generally provide it to you but in some cases where and to the extent permitted by law, the Trader may refuse access to some or all of that information. In those circumstances the Trader will provide reasons. To make a request for access to your personal information, you will need to obtain and complete an application form verifying your identity and specifying what information you require. You should contact the Trader's Privacy Officer via the contact details on your Agreement of Sale to make a request. The Trader will take reasonable steps to ensure your personal information is accurate, complete and up to date. If you believe that any personal information the Trader holds about you is not accurate, complete or up to date, then please contact the Trader's Privacy Officer via the details on the Agreement of Sale. The Trader's Privacy Policy also contains information about how you may seek access to, and the correction of, your personal information.

Complaints

You can contact the Trader's Privacy Officer (details as set out above) if you believe that the Trader is in breach of the APPs. The Trader will endeavour to respond to any complaints it has received within 30 days. If the Trader is unable to resolve your complaint you may take your complaint to the Office of the Australian Information Commissioner.

Security

The Trader will take all reasonable steps to ensure your personal information is kept secure. The Trader only permits its authorised personnel to access your personal information.

Your consent

By signing this Agreement, I consent to the use and disclosure of my personal information as set out above.

Vehicle Specification Sheet

This Specification Sheet forms part of

Quotation/Contract No: 459304

Customer No: 111606

Customer Details:

MR JOBY MATHEW
38 EZRA ST

CRANBOURNE EAST VIC 3977

Vehicle Details:

LANDROVER	Defender 110 P400 S 5DR AWD Auto 23MY	5000674761		
WAGON	A8 AWD	6	2995	PULP TC

Specification Items Listing (* = Non Genuine X = Non Gst Item)

025SH Wi-Fi Enabled with Data Plan	419.58
014AB AIR SUSPENSION PACK	
025LM Meridian Sound System	839.16
028ME 22" full size spare wheel	417.48
031BS ClearSight interior rear view mirror	890.91
031SZ 22" Style 5098, Gloss Black	4,664.34
041CZ Sliding panoramic roof	3,139.86
047EB Solar attenuating windscreen	363.64
064AP Front fog lights	281.82
064QB Premium LED headlights with signature DR	545.45
1DK Gondwana Stone	1,440.56
028EA Black exposed rear recovery eyes	419.58
032PP Bright Exterior Pack	1,541.96
CARPET MAT SET	
ROOF RAILS - BLACK	
050AK - SPARE WHEEL COVER	

Total - Contract Specification Items - Excluding Gst

14,964.34

29/11/21
al
23/11/2021

TERMS AND CONDITIONS FOR SALE OF NEW MOTOR CAR

PART B

1. Definitions

Unless the context otherwise requires:-

"ACL" means the Australian Consumer Law Schedule to the Competition and Consumer Act 2010 (Cth).

"consumer" is as defined in the ACL.

"Agreement" means this Agreement which is comprised of the front page hereof and this page. "PPSA" means the Personal Properties Security Act 2009 (Cth) and its associated Regulations as amended.

"Purchaser" means the Purchaser described in the front of this Agreement and includes the heirs, executors and assignees of the Purchaser.

"Purchase Vehicle" means the Motor Vehicle described in the front of this Agreement under the panel headed "Description of Motor Vehicle".

"Trade-in Vehicle" means the Motor Vehicle described in the front of this Agreement under the panel headed "Trade-in Motor Vehicle Particulars".

"Trader" means the Trader described in the front of this Agreement.

2. Purchase Price of Motor Vehicle

(1) There may be an increase in the recommended retail price of the Purchase Vehicle as published by the manufacturer or distributor as at the date of this Agreement ("the current recommended retail price") and the recommended retail price as published by the manufacturer or distributor as at the date of the delivery of the Purchase Vehicle ("the new recommended retail price"). Where such an increase is accompanied by an increase in the cost price to the Trader of the Purchase Vehicle, the price of the Purchase Vehicle shall be increased by the amount of the new recommended retail price minus the amount of the current recommended retail price ("the Price Increase"). As well as or instead of such Price Increase there may be an increase in the amount of stamp duty or other tax payable in respect of the Purchase Vehicle between the date of this Agreement and the date of the delivery of the Purchase Vehicle ("the additional duty").

(2) The Trader shall use reasonable endeavours to notify the Purchaser of any Price Increase or additional duty as soon as reasonably practicable. The Purchaser is obliged to pay to the Trader the Price increase (if any) as well as the additional duty (if any) in addition to the purchase price shown on the front of this Agreement upon delivery of the Purchase Vehicle or when the Purchaser is notified that the Purchase Vehicle is available for delivery (whichever is first) UNLESS, subject to clause 2(3) prior to accepting delivery and not more than 3 business days after the Purchaser is notified of the Price Increase, the Purchaser notifies the Trader in writing that they wish to be released from this Agreement.

(3) If the Purchaser so notifies the Trader that the Purchaser wishes to be released from this Agreement, the Purchaser will be released from the Agreement 3 business days after such notification UNLESS during that time the Trader withdraws the Price Increase notification. If the Trader so withdraws the Price Increase notification, the Agreement will continue and the Purchaser will only be required to pay the total price shown on the front page of this Agreement.

3. Nominated Registered Owner

Where in this Agreement a Nominated Registered Owner is designated as such the Purchaser hereby authorises and directs the Trader to do all things reasonably necessary to effect registration of the Purchase Vehicle in the name of the Nominated Registered Owner in lieu of the Purchaser.

4. Payment

(1) Where a receipt is not provided in the panel headed "Terms of Settlement" on the front of this Agreement then this Agreement shall be deemed to constitute a duly given receipt for the amount stated.

(2) If the Purchaser fails to make any payment as provided for in this Agreement on the due date for such payment then the Purchaser shall pay to the Trader interest on such amount until payment of such amount at a rate equal to the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 (Vic) plus 5% providing the total amount of such interest shall not exceed an amount equal to 5% of the purchase price of the Purchase Vehicle.

(3) Upon the Trader giving notice to the Purchaser that the Purchase Vehicle is available for delivery the Purchaser shall:-

- (a) forthwith deliver the Trade-in Vehicle (if any) to the Trader; and
- (b) immediately pay the whole of the balance of the purchase price of the Purchase Vehicle.

5. Authorised Sales

Notwithstanding anything herein otherwise contained this Agreement shall be voidable by the Trader at anytime prior to delivery of the Purchase Vehicle, if the Agreement is not executed by a person duly authorised by the Trader to execute this Agreement and if this Agreement is so voided by the Trader then the Agreement shall be at an end and all monies paid hereunder shall be refunded to the Purchaser in full.

6. Retention of Title

(1) It is expressly agreed between the Purchaser and the Trader that the title to the Purchase Vehicle in no circumstances passes to the Purchaser until the Trader has received full and cleared payment for the Purchase Vehicle as provided in this Agreement.

(2) Until the Trader has received full and cleared payment for the Purchase Vehicle the Trader is entitled to the immediate possession of the Purchase Vehicle without notice to the Purchaser and the Purchaser hereby authorises the Trader to enter into any premises owned or controlled by the Purchaser for the purpose of repossessing the Purchase Vehicle.

(3) If the Purchaser is in default under this Agreement the Trader may at his option notwithstanding that title in the Purchase Vehicle has not passed to the Purchaser and insofar as is possible by law claim and recover the balance of any monies outstanding under this Agreement and any expenses and costs and interest incurred as a consequence of the Purchaser's default.

7. Personal Property Securities Act

(1) Notwithstanding anything to the contrary contained in this Agreement, the PPSA applies to this Agreement.

(2) For the purposes of the PPSA:

- (a) terms used in clause 7 that are defined in the PPSA have the same meaning as in the PPSA;
 - (b) this Agreement is a security agreement and the Trader has a Purchase Money Security Interest in the Purchase Vehicle and in the proceeds of its sale;
 - (c) the security interest is a continuing interest irrespective of whether there are monies or obligations owing by the Purchaser at any particular time; and
 - (d) the Purchaser must do whatever is necessary in order to give a valid security interest over the Purchase Vehicle which is able to be registered by the Trader on the Personal Property Securities Register.
- (3) The security interest arising under this clause 7 attaches to the Purchase Vehicle when the Purchase Vehicle is collected from the Trader's premises.

(4) Where permitted by the PPSA:

- (a) the Purchaser waives any rights to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA; and
- (b) the Trader and Purchaser agree to Agreement out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA will apply to this Agreement.

(5) To the extent permitted by the PPSA, the Purchaser agrees that:

- (a) the provisions of Chapter 4 of the PPSA which are for the benefit of the Purchaser or which place obligations on the Trader will apply only to the extent that they are mandatory or the Trader agrees to their application in writing; and
- (b) where the Trader has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.

(6) The Purchaser must immediately upon the Trader's request:

- (a) do all things and execute all documents necessary to give effect to the security interest created under this Agreement; and
- (b) procure from any person considered by the Trader to be relevant to its security position such agreements and waivers (including as equivalent to those above) as the Trader may at any time require.

(7) The Trader may allocate amounts received from the Purchase in any manner the Trader determines, including in any manner required to preserve any Purchase Money Security Interest it has in the Purchase Vehicle.

8. Delivery

The Purchaser shall accept delivery of the Purchase Vehicle at the address of the Trader set out on the front of this Agreement and all risk in the Purchase Vehicle shall pass to the Purchaser upon delivery.

9. Trade-in Conditions

(1) If the Purchaser provides the Trader with a Trade-in Vehicle (inclusive of all extras and accessories attached to the Trade-in Vehicle and free of all encumbrances) in accordance with this clause 9, the Trader agrees and acknowledges that it will allow an amount representing the net trade-in value to be discharged by the Purchaser from the total purchase price of the Purchase Vehicle upon the delivery of the Trade-in Vehicle to the Trader, or as otherwise arranged between the parties in accordance with these terms and conditions.

(2) Where the purchase involves a Trade-in Vehicle then the amount allowed for the trade-in (net trade-in allowance) shall be deducted from the total purchase price. The net trade-in allowance will be the amount allowed on the Trade-in Vehicle less any amount to be paid by the Trader to discharge the interest of any other person in the Trade-in Vehicle.

(3) The Trade-in Vehicle must be delivered to the Trader no later than the date of delivery of the Purchase Vehicle. If the Trade-in Vehicle is delivered after this date or is not in substantially the same condition as at the date of this Agreement then the net trade-in allowance may be adjusted by an amount equal to the change in the fair market value of the Trade-in Vehicle between the date of this Agreement and the date of delivery to the Trader.

(4) The Purchaser's interest in the Trade-in Vehicle shall pass to the Trader:

- (a) when the Purchaser accepts delivery of the Purchase Vehicle; or
- (b) when the Purchaser has delivered the Trade-in Vehicle to the Trader and the Trader has paid the net trade-in allowance to the Purchaser or acknowledged in writing that this amount has been credited towards the purchase price of the Purchase Vehicle - whichever first occurs.

(5) The Trader shall not, without the prior written consent of the Purchaser, sell or agree to sell the Trade-in Vehicle before delivery of the Purchase Vehicle to the Purchaser.

(6) The Purchaser warrants that save for the encumbrances set out on the front of this Agreement the Trade-in Vehicle including all extras and accessories now on or attached thereto are his or her sole and absolute property and are free from all or any other encumbrances whatsoever or Sheriff's Sanctions under the Infringements Act 2006 (Vic) and the amount set out as payment on the front of this Agreement includes all monies owing or payable to any person firm, or corporation in respect of the Trade-in Vehicle and all extras and accessories.

(7) If the amount required to pay out the encumbrances in respect of the Trade-in Vehicle exceeds the amount provided on the front of this Agreement then the Trader may at its option and upon notice to the Purchaser pay such amount as may be necessary to obtain an unencumbered title to the Trade-in Vehicle which the Purchaser hereby authorises and the Purchaser shall immediately pay such amount to the Trader forthwith.