



Customer Name Pheonix Luxury Transport				Purchaser	Customer No	191742
Address 45 Harbour Rise, Hope Island QLD 4212					Deal No	28540
ABN Number	Non registered	Email	azamalihaider@gmail.com		Deal Date	22 JUN 2022
Res Ph:	Bus Ph:	Fax:	Mob: (0424) 376 786		Cust Order No	
Date of Birth	Occupation	Licence Number	Licence Expiry		Lvl	Retail
07 MAR 1994		132802844	24 FEB 2024		Salesperson	Riley Edberg

Make 18 MERCEDES-BENZ	Model V-CLASS 447 V250 d Avantgarde WAG 7G+ 7sp	Colour BLACK	
Body Type WAGON	Odometer 72501	Trim BLACK	Rego Exp Date 04 APR 2022
Stock No U95944	Rego No YMP490	VIN No WDF44781323388226	Engine No 65195034421614
		Prod Date 01 JAN 2018	Comp Date Feb 2018

Details Of Purchase	
	Amount
Vehicle Price	68172.73
Non-Genuine Dealer Fitted Accessories Freight to Brisbane depot	800.00
Discount	-4367.28
GST	6460.55
LCT - Luxury Car Tax	0.00
TOTAL Purchase Amount	71066.00

Details of Settlement	
	Amount
Amounts received from purchase Receipt No: CV32825 - Deposit	1000.00
Part Settlement	1000.00
Balance of 70066.00 to be settled by	
Amount to be Financed	
Balance by Cash / Bank Cheque	
TOTAL Settlement Amount	71066.00

Estimated Delivery Date	Special conditions 2 year/ unlimited kilometer Mercedes-Benz Certified POV warranty
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***Terms and conditions and covenants attached to this document form part of this agreement
THIS IS A LEGALLY BINDING CONTRACT***

Purchaser Signature _____

Witness Signature _____

Trader Authorised Employee Signature _____

Date Purchaser Signed _____

Witness Name _____

Date Employee Signed _____



PARTICULARS OF TRADE-IN VEHICLE AND DECLARATION

Make & Model:			Body Type:
Registration No:	Expiry:	Built Plate Date:	Odometer Reading:
VIN No:		Engine No:	

I, DECLARE:
(Name of Declarant)

a) That:

- ☐ The trade-in vehicle is my own unencumbered property.
OR
☐ The trade-in vehicle is not my property and I have the full authority of the owner to transfer all right, title and interest in the trade-in vehicle to the Dealer;
☐ Title to the trade-in vehicle is not encumbered in any way and there are no monies owing to any person in respect to it;
OR
☐ The trade-in vehicle is encumbered by way of:
(lease, mortgage etc.complete details below)
* Tick or Cross relevant box

Credit Provider:	
Account Number:	Payout Required:

- b) To the best of my knowledge the odometer reading as detailed above is a true representation of the distance travelled by the trade-in vehicle;
- c) I am not bankrupt and have not committed any act of bankruptcy. If I sign these particulars on behalf of a company, I declare that the company is not in liquidation or under receivership or under official management;
- d) To the best of my knowledge, the trade-in vehicle has never been used as a taxi, hire car or rental car and has never been subject to flood conditions, hail damage or insurance write-off;
- e) The registration on the trade-in vehicle has not been cancelled nor am I aware of any circumstances which would cause the registration to be cancelled and no pension or other concessional rebate is applicable to the registration of the trade-in vehicle;
- f) To the best of my knowledge there are no fines or infringement notices outstanding in relation to the trade-in vehicle;

Declaration for the Purpose of the PAYG (Withholding Tax) Legislation

The supplier of the trade-in vehicle clearly declares that it:

- ☐ Will provide a Tax Invoice for the supply of the above described trade-in vehicle as it holds an ABN which is
and is registered for GST purposes, or
☐ Will not be providing a Tax Invoice for the supply of the above described trade-in vehicle because either:
* The supply is made by it as an individual and is wholly private or domestic in nature; or
* It holds an ABN which is
but is not registered for GST purposes; or
☐ Is made in the course of activities done as a local governing body established by or under State law or Territory Law.
* Tick or Cross relevant box

I declare and warrant that for the benefit of the Dealer that the contents of this declaration are true, accurate and correct and I acknowledge that the dealer may rely on such contents.

DECLARANT: DATE:
IMPORTANT: READ THIS DECLARATION CAREFULLY BEFORE SIGNING.

PRIVACY STATEMENT

1. The Dealer is an organisation bound by the National Privacy Principles under the Privacy ACT 1988. A copy of the Principles is available for perusal at the Dealer's premises or from the Office of the National Privacy Commissioner.

2. The kind of information the dealer holds is that detailed within this contract document or other information necessary to establish the Customer's identification.

3. The main purposes the Dealer will use this information will be to facilitate the delivery of the goods which are the subject of this contract; and to meet the requirements of government authorities and third party suppliers associated with the supply of the motor vehicle and related goods.

Associated services will include warranty and servicing for the vehicle; insurance and registration of the vehicle; and provision of information about new products related to vehicle use which becomes available from time to time.

4. The kinds of people which may be provided with information relating to you will include the ACT Roads and Traffic Authority, insurance companies, suppliers of cars and other automotive products and services.
5. If you have any queries or concerns about the way the Dealer manages your personal information, you should contact the dealership.

6. You may request access to your personal information held by contacting the Dealer using the details on the top of the first page.

DELIVERY RECEIPT

I acknowledge receipt of the goods as ordered.

Customer signature:

Date:

TERMS AND CONDITIONS

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

1.1 The Purchase Price of the motor vehicle is the amount shown as "Total Purchase Amount".

1.2 The Purchase Price may be varied if before the delivery of the motor vehicle, there is a change in the manufacturer's recommended retail price, statutory charges or applicable taxes and duties. The Dealer shall give the Customer written notice of any variation in the Purchase Price. If the Purchase Price is varied due to an increase in the recommended retail price, and only if this increase exceeds 5% in the total price of the goods, the customer may terminate this Contract any time within three (3) days after receipt of the written notice of the variation, but this termination must be done in writing. The Dealer's liability shall be limited to the return of the deposit paid together with any realized value of any trade-in.

2.0 If at the time of delivery of the trade-in to the dealer the amount required to discharge any encumbrance on the trade-in differs to the Trade-in payout stated in this contract the dealer may adjust the balance payable.

2.1 The Dealer shall use its best endeavours to acquire the motor vehicle by the estimated delivery date, but shall not be liable to the customer for any damage or loss whatsoever arising either directly or indirectly from any such delay or failure of delivery.

2.2 The Customer shall take delivery of the motor vehicle at the Dealer's premises within seven (7) days of the Dealer notifying the Customer that the motor vehicle is available for delivery. Where the Customer refuses or fails to take delivery of the motor vehicle in this time period, or is otherwise in breach of their obligations under this contract, the Dealer may terminate this Contract by written notice to the Customer. Thereafter any deposit paid or payable by the Customer to an amount not exceeding 10% of the total Purchase Price of the vehicle shall be forfeited to the Dealer. Both parties acknowledge that the Dealer shall be entitled to claim by way of pre-estimated liquidated damages from the Customer an amount equal to 10% of the total Purchase Price less deposit forfeited.

2.3 If the Dealer has not delivered the motor vehicle to the Customer within sixty (60) days of the estimated delivery date, the Customer may by notice in writing to the Dealer rescind this Contract.

2.4 Both the Dealer and the Customer acknowledge by signing this Clause in the space provided below that the motor vehicle is of unusual design or combines unusual options and that the Customer waives his right to rescission as provided in Clause 2.3.

Dealer

Customer

3.1 At or before taking delivery of the motor vehicle the Customer shall pay to the Dealer the balance of the Purchase Price.

3.2 Before taking delivery of the motor vehicle the Customer shall deliver to the Dealer the trade-in vehicle together with all accessories, extras and attachments fitted at the time of valuation. If the trade-in vehicle is not in substantially the same condition as when valued by the Dealer, the parties may negotiate a variation in the net trade-in allowance or the dealer may rescind this contract.

3.3 Until the Dealer has received payment in full of the Purchase Price with cleared funds, title in the motor vehicle shall not pass to the Customer and the Customer shall hold possession of it as bailee only.

3.4 The Customer shall be deemed not to have paid the Purchase Price until the Dealer receives clear and unencumbered title to any trade-in vehicle and all other payments are credited to the Dealer's account with cleared funds.

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

3.6 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 purpose of retaking possession.

4.1 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.

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

5. Where this Contract is lawfully rescinded (other than by exercising of the Cooling Off Right), the Dealer shall refund any monies paid by the Customer and where possible return the trade-in vehicle PROVIDED THAT the Dealer shall retain from any monies due to the Customer the actual costs of repairs and improvements, including GST, to the trade-in 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 the lesser of the trade in amount on this contract, or the amount realised on disposal and the dealer shall retain from any monies due to the customer the actual costs of repairs and improvements, including GST, to the trade-in vehicle and any payouts made or to be made by the Dealer to clear any encumbrances.

Section 25B- Cooling-off period

1. A purchaser (not being a dealer or corporation) under an agreement for the sale of a motor vehicle may, at any time before the expiration of 3 clear business days after the purchaser signs the agreement, terminate the agreement by giving to or serving on the dealer notice in writing to the effect that purchaser terminates the agreement.

2. Subsection (1) ceases to apply if the purchaser signs the Loss of Right to Terminate form acknowledging that the right to terminate the agreement no longer applies.

3. A dealer shall not sell, give in exchange or otherwise dispose of a motor vehicle given or agreed to be given by a purchaser under an agreement for the sale of another motor vehicle in satisfaction of part of the purchase price during the period during which the purchaser may terminate the agreement under this section.

4. If an agreement for the sale of a motor vehicle has been terminated under this section

a) the dealer under the agreement:

i. shall pay to the purchaser all money received by the dealer under the agreement less the sum of \$100.00 or 1% of the purchase price under the agreement (whichever is the greater); and

ii. shall return to the purchaser any motor vehicle given in satisfaction of any part of the purchase price.

b) any collateral credit agreement is discharged to the extent that it was entered into for the purpose of the payment for the motor vehicle supplied or to be supplied under the agreement.

c) any security interest on the motor vehicle arising under the collateral credit arrangement is extinguished to the extent that it secures the payment of a debt or other pecuniary obligation under the collateral credit arrangement; and

d) a purchaser who has accepted delivery of the motor vehicle before the agreement was terminated:

i. is liable to the dealer for any damage (other than fair wear and tear) occurring to the motor vehicle while it was in the purchaser's possession; and
ii. subject to subsection (5), shall return the motor vehicle to the dealer.

5. A purchaser is not liable under paragraph (4) (d) to return the motor vehicle to the dealer if, before the agreement was terminated, a defect appeared in the motor vehicle for reasons beyond the control of the purchaser making the motor vehicle:

a) incapable of being driven; or

b) unroadworthy;

but shall permit the dealer to collect, or arrange for the collection of the motor vehicle.

6. Section 125 of the Consumer Credit (Australian Capital Territory) Code does not apply to the termination of agreements under this section.

7. If the provisions of any Federal or State law apply to this contract those provisions are deemed to be incorporated into this Contract and the Customer shall have the full benefit thereof, but only to the extent to which those warranties are applicable to the Contract and may not be excluded therefrom. All other warranties are expressly negated and excluded.

8. 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.

- IMPORTANT -

Acceptance of Contract - Important Read Both Sides of This Document Carefully Before You Sign

I HEREBY CERTIFY that I am 18 years of age or older and have carefully read and agree to all the Terms and Conditions on the front and back of the order. At the time of my signing this order all material particulars therein are duly completed and this order comprises the entire agreement in relation to the purchase of the goods. I am aware that until this order had been signed on behalf of the dealer by a duly authorised person, this order does not constitute a legally binding contract.

This document becomes a legally binding contract upon acceptance by the dealer

CUSTOMER'S SIGNATURE

DATE ____/____/____

SALESPERSON'S SIGNATURE

DATE ____/____/____

ACCEPTED FOR & ON BEHALF OF THE DEALER

DATE ____/____/____