

**Dealer Purchase Order FQA01044**

Supplying Dealer:	Client Details:
Dealership: Westpointautos Dealer Contact: Paul Henningsen Email: henno@westpointautos.com.au Phone: 0738780471 Mobile: 0419723506 Address: 440 Moggill Rd Indooroopilly , 4068 , QLD ABN: 21860305056 Dealer Licence: 1606687	Client Name: Damien O'Kane DL No. : 085725567 Email: damo-kiwi@hotmail.com Phone: 0405137024 Address: 6 Demidenko Close, Redlynch QLD, Australia Invoice to : Damien O'Kane

FinQuote Sales Consultant:	Email:	Telephone:
Paul Rouse	paul@finquote.net.au	0403919995

New Vehicle Details	
Item	
2018 Nissan Patrol Ti Y62 Series 4 Auto 4x4 SUV, 5 door 8 cyl, 5.6i Petrol - Premium ULP7 spd, Sports Automatic 4X4 Dual Range Colour: Titanium Options: NA	\$68,772.00

<b>Balance Payable (AUD)</b>	\$68,772.00
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*\*GST, stamp duty and all on road costs are included in the Balance Payable. On road charges are calculated based on the state and territory government where the vehicle is to be registered*

Delivery Date:
11-03-2019
Registration Type:
Private
Delivery Instructions:
Client to take delivery at the dealership
Special Conditions
N/A
Method of Payment
Client has organised their own finance
Balance Payable
Finquote has successfully processed a vehicle security payment from the above client. Balance payable will be made directly with your dealer using the account details provided on the tax invoice. Client has been advised cleared funds must be received by the supplying dealer before release of new car.

## Terms & Conditions

Unless otherwise stated, Finquote, the dealer and the client agree to the following. A telephone order forms a legally binding verbal contract. The following conditions apply.

Before taking delivery of the motor vehicle, the customer shall pay to the dealer the balance payable shown on this order. This must be paid by direct deposit, bank cheque, credit card or financed funds. Cleared funds for the vehicle (less any Finquote fees) must be with the dealer prior or on the day of delivery. If paying for the motor vehicle by personal cheque, the personal cheque must be presented to the dealer five days before the date of delivery.

If the motor vehicle is being financed settled funds must be paid to the supplying dealer from the finance company. If the amount shown on this new vehicle order is financed any funds paid over and above the amount shown on this order will be refunded to the customer within 10 business days upon all fees and invoices between parties of this agreement being paid and cleared.

Until the dealer has received payment for the vehicle, title in the motor vehicle shall not pass to the customer and the customer shall hold possession of it as bailee only. While the customer holds possession of the motor vehicle as bailee, he /she:

Is responsible for its proper care and maintenance, is liable for any loss or damage occasioned to it and will indemnify the dealer against any claim for its use.

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

The amount shown and balance payable on this New Vehicle Order includes any taxes, statutory charges unless otherwise stated.

The balance payable may vary if, before the delivery of the motor vehicle, there is a change in the manufacturer's recommended retail price, statutory charges or applicable taxes or duties. The dealer shall give Finquote and/or the customer written notice of any variation. If the balance payable is varied due to an increase of recommended retail, the customer may rescind this contract anytime within three (3) days after receipt of the written notice of variation.

The dealer shall use its best endeavours to acquire the vehicle by the estimated delivery date but should not be liable for any damage or loss whatsoever arising either directly or indirectly from any such delay or failure of delivery. The Customer shall take delivery of the motor vehicle within (7) days of the Dealer notifying the Customer that the motor vehicle is available for delivery.

If Dealer has not delivered the motor vehicle to the Customer within thirty (30) days of the estimated delivery date, the Customer may by notice in writing to the Dealer rescind this Contract.

At or before taking delivery of the motor vehicle the Customer shall pay to the Dealer the "Balance Payable"

If the customer wishes to trade in a vehicle, Finquote will organise provisionally a value for the trade in vehicle based on the customer's description of it. Valuations will be valid for the time stated in the trade documents in this order, after which the trade in vehicle may need to be re-valued. As the customer is permitted to use the vehicle between initial valuation and delivery of new car, the customer is responsible for the following whilst the trade-in is in their possession; proper care and maintenance (including but not exclusive to the following: servicing, tyres, and mechanical repairs), registration renewals, loss or damage to the vehicle, insurance claims, and depreciation. Any kilometres travelled above the odometer cap provided with this order will be charged at 35c/kilometre, further depreciation may also be charged beyond the valid valuation period.

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 or wholesale agent organised by Finquote, the parties may negotiate a variation in the net trade-in allowance or either party may rescind the trade-in inclusion upon which a revised new vehicle order will be raised.

If the Customer is entitled and duly elects to terminate this contract under the Cooling Off Rights 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; 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 24 hours of exercise of the Cooling Off Right;

The Customer shall be deemed not to have paid for the new vehicle until unencumbered title for the trade is passed to the buyer of the trade in. If the customer elects to sell the trade vehicle privately they must inform Finquote prior to transferring ownership of the vehicle. Finquote will revise the New Vehicle Order affecting the balance payable in removing the trade vehicle from the order.

Despite the foregoing, the sum to be paid or allowed to the customer for the trade in vehicle will be its actual value (determined by Finquote) at the time of delivery of the trade in vehicle to Finquote or a wholesale agent nominated by Finquote.

Variations in value may be caused by errors in description of vehicles details (including but not limited to the following examples) Build Year, Make, Model, Series, Fuel Type, Transmission, Body Shape, Odometer, External Condition, Interior Condition, Mechanical & Electrical Performance. Please ensure that the description contained within this contract is a true and accurate representation of your vehicle. The customer must pay or allow to Finquote on demand the difference (if any) between the value of the trade in vehicle

provisionally determined by Finquote and the actual value of the trade in vehicle when delivered to Finquote or its nominated wholesale agent. Variations in the actual value up to three thousand (3,000) dollars will be immediately charged to your nominated credit card where possible.

Variations that are greater than three thousand (3,000) dollars in value will require an EFT transfer to Finquote, upon request.

If the customer fails to pay the difference to Finquote when demanded, at the discretion of Finquote options include:

(a) Finquote may return the trade in vehicle to the customer, without taking title; or

(b) Upon demand by Finquote, the customer must return the newly supplied motor vehicle to Finquote or its nominated wholesale agent, which may sell the newly supplied vehicle and the trade in vehicle and, after payment of all costs incurred (including, without limitation, finance costs, on road costs and other transaction costs) Finquote will arrange for the customer to be paid the net proceeds of sale (if any);

without prejudice to Finquote, Finquote has the right to sue the customer to recover any deficiency or loss suffered or liability, cost or expense incurred by Finquote or to recover damages for breach of contract.

If the trade in vehicle provided by the customer proves to have a history as a rental vehicle and/or taxi the vehicle will be not be accepted, the vehicle will subsequently be returned to the client and the full payment for the trade in value is payable by the client to the agent nominated by Finquote.

To avoid doubt, any person other than the customer who delivers a vehicle to Finquote or its nominated wholesale agent shall be deemed to act as the agent of the customer.

Where the customer refuses or fails to take delivery of the motor vehicle, other than under the cooling off rights, or is otherwise in breach of his obligations under this contract, the dealer or Finquote may terminate this contract by written notice to the customer.; thereafter any funds paid or payable by the customer to an amount not exceeding 5% of the amount shown on this order shall be forfeited. 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 5% of the total on road cost less any funds paid forfeited.

Where this contract is lawfully rescinded, funds paid by the customer shall be refunded and where possible the trade in vehicle returned less the actual costs of repairs and improvements to the trade in vehicle and any payouts made or to be made by the dealer or wholesale agent to clear any encumbrances. Where the dealer or wholesale agent has disposed of the trade in vehicle the customer shall accept an amount which the parties agree is fair and reasonable compensation.

Where the Customer requires finance to be provided for payment of the motor vehicle, the Customer shall promptly provide Finquote or the dealer with information necessary to allow a determination of the Customers finance application. Where the Customer advises Finquote or 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 the contract.

The Dealer and Client acknowledge Finquote as the introducer of the client to the suppling dealership. Anyfunds received/processed by Finquote and required as part payment for the new vehicle are forwarded (less any outstanding associated invoices) to the dealer 48 hours before the delivery date shown. The supplying new car dealer is not responsible for the trade vehicle if there is an alternate wholesale agent nominated. Instead the nominated purchasing agent will pay via eft the valued amount, less any Finquote Fees, to the dealer supplying the new car.

The provisions of any federal or state law apply to this contact. These 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 these warranties are applicable to the contract and may not be excluded there from and all other warranties are expressly excluded.

## Privacy Statement

The Dealer is an organisation bound by the National Privacy Principles under the Privacy Act 1988. A copy of the Principles is available from the Office of the National Privacy Commissioner. The kind of information the dealer holds is that detailed within this contract document or other information necessary to establish the Customer's identification. The Dealer will use this information 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 the vehicle and the provision of warranty and servicing for the vehicle; insurance and registration of the vehicle; and the provision of information about new products related to vehicle use which becomes available from time to time.

You may request access to your personal information held by the Dealer, by contacting the nominated dealer contact.

### Important

**Please read these conditions carefully. These conditions accompany your phone order. Please contact our offices immediately upon receipt of this paperwork if these conditions are outside your expectations and/or requirements.**