

VEHICLE PURCHASE AND SALE AGREEMENT

Location: _____ Date: _____

Seller Information:

Full Name: _____

Driver Licence Number: _____

Address: _____

Phone / Email: _____

Buyer Information:

Full Name: _____

Driver Licence Number: _____

Address: _____

Phone / Email: _____

Vehicle Information:

Make / Model: _____

Year of Manufacture: _____

Vehicle Identification Number (VIN): _____

Registration Number: _____

Odometer Reading: _____ km

Condition (as disclosed): _____

Purchase Price and Payment Terms:

Purchase Price: _____ AUD

Payment Method and Schedule: _____

Clause 1 – Purpose of Agreement

Seller agrees to sell and Buyer agrees to purchase the vehicle described above, including all accessories, equipment, and included documentation (collectively, the “Vehicle”), on the terms set forth in this Agreement. Seller represents that Seller has full right, title, and authority to convey the Vehicle and that no third party consent is required other than as expressly stated herein.

Clause 2 – Condition; AS-IS WHERE-IS

The Vehicle is sold AS-IS, WHERE-IS, with all faults and without any express or implied warranties, including without limitation any implied warranties of merchantability or fitness for a particular purpose to the extent permitted by Australian law. Buyer acknowledges having had the opportunity to inspect the Vehicle and accepts the apparent condition subject only to rights provided in any attached inspection reports.

Clause 3 – Documentation and Accessories

At settlement, Seller shall deliver all keys, security devices, registration papers, roadworthy certificates (if applicable), owner’s manuals, and any other documents necessary for transfer of ownership. Any exclusions shall be listed in an attached Schedule incorporated by reference.

Clause 4 – Seller’s Representations and Warranties

Seller warrants that: (a) Seller is the sole legal owner of the Vehicle; (b) the Vehicle is free from all liens, encumbrances, and security interests except as disclosed; (c) the VIN and registration details are true, correct, and unchanged; (d) to Seller’s knowledge, the Vehicle is not stolen or subject to any pending claims or litigation; and (e) any known material defects have been disclosed. These warranties survive settlement to the extent permitted by law.

Clause 5 – Inspection and Acceptance

Buyer acknowledges the opportunity to inspect the Vehicle, including any independent mechanical inspections or reports. Buyer accepts the Vehicle subject to such inspection and waives any claims for defects discovered after settlement except as expressly provided herein.

Clause 6 – Risk and Delivery

Risk of loss or damage passes to Buyer upon physical delivery of the Vehicle or upon settlement, whichever occurs first. Delivery shall be made at the agreed location. Seller shall maintain the Vehicle in substantially the same condition until delivery, ordinary wear and tear excepted.

Clause 7 – Purchase Price, Deposit, and Payment

The total purchase price is _____ AUD. Buyer shall pay a deposit of _____ AUD (if any) upon signing this Agreement, to be applied to the purchase price at settlement. The balance shall be paid by cleared funds at settlement. Any escrow arrangements shall be specified in writing.

Clause 8 – Taxes, Fees, and Transfer

Buyer is responsible for all taxes, registration fees, stamp duties, and government charges arising from this sale and transfer of ownership. Seller shall provide all necessary documents to enable transfer.

Clause 9 – Liens and Encumbrances

Seller represents that the Vehicle is free of all liens and encumbrances. If any lien or charge is discovered after settlement that relates to Seller’s ownership period, Seller shall discharge it promptly at Seller’s cost and indemnify Buyer against related losses.

Clause 10 – Title and Closing Deliverables

At settlement, Seller shall deliver all documents required by law and the relevant authorities to effect transfer of title and registration to Buyer. Buyer shall pay the balance of the purchase price and execute any documents required for transfer.

Clause 11 – Maintenance and Condition Prior to Settlement

Seller shall maintain the Vehicle in substantially the same condition as at the date of this Agreement, performing reasonable upkeep and notifying Buyer promptly of any material adverse changes.

Clause 12 – Insurance and Risk

Buyer shall arrange insurance effective from the time risk passes under this Agreement. Seller shall maintain insurance until risk passes to Buyer.

Clause 13 – Privacy and Personal Information

The parties agree to handle each other's personal information in accordance with applicable Australian privacy laws solely for the purposes of this Agreement.

Clause 14 – Confidentiality

The terms of this Agreement and any related information shall be confidential except as required by law or agreed by the parties.

Clause 15 – Default and Remedies

If Buyer fails to settle on time, Seller may terminate this Agreement and retain any deposit as liquidated damages without prejudice to other remedies. If Seller defaults, Buyer may terminate and recover deposits and costs or seek specific performance.

Clause 16 – Severability

If any provision is found invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

Clause 17 – Entire Agreement and Amendments

This Agreement constitutes the entire understanding between the parties and supersedes prior negotiations. Amendments must be in writing signed by both parties.

Clause 18 – Notices

All notices under this Agreement must be in writing and delivered by hand, post, or email to the addresses stated in this Agreement or subsequently notified.

Clause 19 – Governing Law and Jurisdiction

This Agreement is governed by the laws of the Commonwealth of Australia and the relevant State or Territory. The parties submit to the non-exclusive jurisdiction of courts in the relevant jurisdiction.

Clause 20 – Execution and Counterparts

This Agreement may be executed in counterparts and by electronic signature. Each counterpart is deemed an original and all constitute one document. Attached Schedules form part of this Agreement.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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