

# PRIVATE MOTOR VEHICLE SALE AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Seller Information:

Full Name: \_\_\_\_\_

Driver's Licence Number / ID: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

## Buyer Information:

Full Name: \_\_\_\_\_

Driver's Licence Number / ID: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

## Vehicle Information:

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

Vehicle Identification Number (VIN): \_\_\_\_\_

Registration Plate Number: \_\_\_\_\_

Odometer Reading (km): \_\_\_\_\_

## Sale Price and Payment Terms:

Sale Price: \_\_\_\_\_ AUD

Payment Method and Schedule: \_\_\_\_\_

### Clause 1 – Sale and Transfer of Ownership

The Seller agrees to sell and the Buyer agrees to purchase the motor vehicle described above on the terms and conditions set out in this Agreement. Ownership and risk in the vehicle pass to the Buyer on completion of payment and delivery.

### Clause 2 – Vehicle Condition

The vehicle is sold AS-IS, WHERE-IS, with all faults and without any warranty, except as expressly set out in this Agreement. The Buyer has had the opportunity to inspect and test drive the vehicle and accepts its condition.

### Clause 3 – Seller's Representations and Warranties

The Seller warrants that they are the legal owner of the vehicle, it is free of all encumbrances, liens, or charges, and has not been subject to any theft or write-off claims unless disclosed herein. The odometer reading is accurate to the best of the Seller's knowledge.

### Clause 4 – Deposit

If a deposit is paid by the Buyer, it will be held by the Seller or an agreed third party. The deposit is refundable only as

set out in this Agreement.

**Clause 5 – Payment**

The balance of the purchase price shall be paid by the Buyer to the Seller on or before delivery of the vehicle by cash, bank cheque, electronic funds transfer, or any other agreed method.

**Clause 6 – Delivery**

The vehicle will be delivered by the Seller to the Buyer at an agreed location. Delivery date and time shall be mutually agreed and confirmed in writing.

**Clause 7 – Registration and Transfer**

The Seller will provide the Buyer with all necessary documents to enable the Buyer to register the vehicle in their name as required by Australian law. Transfer of registration must be completed within the statutory period.

**Clause 8 – Insurance**

The Buyer is responsible for insuring the vehicle from the date of delivery. The Seller is responsible for insurance coverage prior to delivery.

**Clause 9 – Default**

If the Buyer fails to pay the purchase price in full by the due date, the Seller may terminate this Agreement and retain any deposit as liquidated damages. If the Seller fails to deliver the vehicle as agreed, the Buyer may terminate this Agreement and seek a refund of any deposit.

**Clause 10 – Governing Law**

This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Australia and applicable state or territory laws.

**Clause 11 – Entire Agreement**

This Agreement constitutes the entire agreement between the parties relating to the sale of the vehicle and supersedes any prior agreements or understandings.

**Clause 12 – Amendments**

Any amendment to this Agreement must be in writing and signed by both parties.

**Clause 13 – Notices**

All notices relating to this Agreement must be in writing and delivered by hand, post, or email to the addresses provided by the parties.

**Clause 14 – Liability**

Neither party shall be liable for any indirect or consequential losses arising from this Agreement.

**Clause 15 – Severability**

If any provision of this Agreement is found to be invalid or unenforceable, that provision will be severed and the remainder of the Agreement will remain in full force and effect.

**Clause 16 – Dispute Resolution**

The parties agree to attempt to resolve disputes by negotiation or mediation before commencing legal proceedings.

**Clause 17 – Signatures**

This Agreement may be executed in counterparts, each of which is an original and together constitute one document.

**SELLER'S SIGNATURE**

**BUYER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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