

IT IS FURTHER UNDERSTOOD AND AGREED

- 1 In this Contract, unless inconsistent with the subject matter:
- 1.1.a A reference to 'Dealer' means FR Ireland Pty Ltd, ACN 009 983 126, ABN 21 009 983 126, Qld Motor Dealer Licence No. 1005154,
- 1.1.b A reference to 'Customer' refers to the legal entity purchasing the Vehicle from Dealer,
- 1.1.c A reference to 'Supplier' refers to the legal entity supplying the Trade-In Vehicle and, where Supplier is a different legal entity from Customer, Customer and Supplier are bound Jointly and Severally herein and where consideration for the Trade-In Vehicle is allowed and applied against Customer's purchase, Customer and Supplier agree to this set off and any consequence and effect between Customer and Supplier is a matter between Customer and Supplier only,
- 1.1.d A reference to a person includes any other legal entity and, a reference to a legal entity includes a person,
- 1.1.e Words importing the singular number include the plural number and, words importing the plural number include the singular number,
- 1.1.f The masculine gender must be read as also importing the feminine or neuter gender,
- 1.1.g A reference to a party includes the party's heirs, executors, successors and permitted assigns,
- 1.1.h A reference to a Trade-In Vehicle refers equally to a vehicle which is purchased outright by Dealer or traded-in by Dealer,
- 1.1.i A reference to a Vehicle means the vehicle and, the options, parts, accessories, products, services and/or additives relative to that Vehicle described within this Contract,
- 1.1.j Clause headings are for reference purposes only and must not be used in interpretation,
- 1.1.k A reference to a statute includes all regulations and subordinate legislation and amendments,
- 1.1.l A reference to a monetary amount is a reference to an Australian currency amount,
- 1.1.m An obligation of two or more parties binds them jointly and each of them severally,
- 1.1.n 'affected by bankruptcy action', in relation to an individual, means the Individual
- 1.1.o is bankrupt or
- 1.1.p has compounded with creditors or
- 1.1.q has otherwise taken, or applied to take, advantage of any law about bankruptcy,
- 1.1.r A reference to Dealer's Privacy Policy refers to Dealer's privacy policy available from Dealer to Customer/Supplier to read prior to entry into this contract,
- 1.1.s A reference to Franchiser's Privacy Policy refers to the Franchiser's privacy policy available from Dealer to Customer/Supplier to read prior to entry into this contract,
- 1.2 This Contract may be executed in any number of counterparts and when executed communication of the fact of execution to the other parties may be made by sending evidence of execution by facsimile,
- 1.3 Where this Contract is executed for a party by an attorney, the attorney by executing it declares that the attorney has no notice of revocation of the power of attorney,
- 1.4 If any of the provisions of this Contract should be judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity or unenforceability or illegality (unless deletion of such provision or provisions would substantially alter the intention of the parties hereto expressed or implied) will not affect the operation, construction or interpretation of any other provisions of this Contract and the invalid or unenforceable or illegal provisions will be treated for all purposes as severed from this Contract.
- 1.5 This Contract is not binding on Dealer or Customer or Supplier until it is accepted by a person Authorised by Dealer to accept such Contracts.

2 PRICE

- THIS CONTRACT IS SUBJECT TO PRICE INCREASES BY MANUFACTURERS AND SUPPLIERS OF THE VEHICLE, ACCESSORIES AND OTHER PRODUCTS, OVER WHOM WE HAVE NO CONTROL
- 2.1 The total price of the within mentioned vehicle (being the vehicle including options, accessories and other goods or services being purchased by Customer) is subject to change by the manufacturers and suppliers without notice and the price effective on the day of delivery will be the price Customer is obliged to pay,
- 2.2 The Total Purchase Amount is the price of the vehicle based on existing costs and circumstances. If there is any change in those costs or circumstances before delivery of vehicle to Customer, Dealer reserves the right to increase the total price,
- 2.3 In case Customer's position be that of borrower the monthly payments shall be proportionally increased with the price increase of the within mentioned vehicle in terms of Clause 2.1 or 2.2 or 2.3 hereof,
- 2.4 In the event that the price increases pursuant to Clause 2.1 or 2.2 or 2.3 hereof, (unless Customer takes delivery of the vehicle or such increase results only from a change in an applicable statutory charge or tax) Customer has the right to cancel this order in writing within 24 hours of notification of the increased price whereupon Customer shall be entitled to a refund of Customer's deposit and,
- 2.4.a the return of the Trade-In Vehicle (if any) less expenses as hereinafter provided, or
- 2.4.b in the event of Dealer having sold the Trade-In Vehicle, Supplier is entitled to the GST inclusive amount for which Dealer sold same, less commission and expenses as hereinafter provided
- 2.5 If Customer has paid a deposit, it will be held as a forfeitable holding deposit as security for the performance of Customer's obligations under this Contract and on the date on which Customer is required to pay for the vehicle, Dealer may apply the deposit in reduction of the total purchase amount

3 TRADE IN VEHICLE

- 3.1 Where this document is used solely to sell a Used Vehicle to Dealer without a Contract to buy a motor vehicle, the terms in this document applying to a Trade-In Vehicle will be read and applied to such sale
- 3.2 The legal entity supplying the Trade-In Vehicle is the Supplier. Where Supplier is a different legal entity from Customer, Customer and Supplier are bound Jointly and Severally herein and where consideration for the Used Vehicle is applied against Customer's purchase as a Trade-In Vehicle, Customer and Supplier agree to this set off and the effect between Customer and Supplier is a matter between Customer and Supplier
- 3.3 Where Customer/Supplier agrees to sell or Trade-in a Used Vehicle to Dealer (the Trade-In Vehicle) under this Contract then full ownership thereof free from encumbrances will pass to Dealer on delivery of the Trade-In Vehicle to Dealer:
- 3.3.a If the Used Vehicle has been delivered to Dealer, Dealer is at liberty to effect such repairs or improvements as Dealer thinks fit and to sell the Trade-In Vehicle
- 3.3.b If the Trade-In Vehicle is not delivered to Dealer at date this Contract is accepted by Dealer, at Dealers sole discretion, the Trade-In Vehicle will be subject to revaluation on delivery of the Trade-In Vehicle to Dealer. If the Wholesale Appraised Value Including GST at that time is less than the valuation Dealer relied on to enter this Contract, Dealer may either rescind this Contract or, the Trade-In Vehicle Allowance made on the Trade-In Vehicle shall be decreased by the difference between these two valuation's and Dealer shall be entitled to recover from Customer any additional balance due as a result of such revaluation, PROVIDED THAT in the event of a dispute between Dealer and Customer acting in good faith in respect of the revaluation, then the revaluation shall be determined by an independent competent valuer recommended by the Motor Trader's Association of Queensland AADA Division and approved by both Dealer and Customer
- 3.3.c Should this contract be cancelled pursuant to clause 2.5 hereof all monies paid by Customer to Dealer shall be refunded to Customer in full. If the Trade-In Vehicle has been delivered to Dealer before cancellation of this contract and at the time of cancellation the Trade-In Vehicle is:
- 3.3.c.i still Dealers property and in Dealers possession, Dealer shall return the Trade-In Vehicle to Supplier subject to the payment by Customer and Supplier to Dealer of the reasonable GST inclusive cost of any repairs or improvements effected by Dealer to the Trade-In Vehicle and, in addition, the GST inclusive cost of any advertising for the sale of the Trade-In Vehicle and a reasonable charge for storage, or
- 3.3.c.ii no longer Dealers property, Dealer shall pay to Supplier the realised value of the Trade-In Vehicle. For the purposes of this contract the "realised value of the Trade-In Vehicle" shall mean the GST inclusive amount for which the Trade-In Vehicle is sold by Dealer to a bona fide purchaser for value less
- 3.3.c.ii.A ten percent (10%) of that amount and
- 3.3.c.ii.B the reasonable GST inclusive cost of any repairs or improvements effected by Dealer to the Trade-In Vehicle and the GST inclusive cost of advertising for the sale of the Trade-In Vehicle and a reasonable charge for storage
- 3.3.d Customer and Supplier hereby expressly warrants and declares that the Trade-In Vehicle and its tyres, tubes, tools, radio and all accessories are free from any charges, encumbrances, liens, liabilities or adverse interests whatsoever whether at law or in equity and that Supplier is the sole owner of the same and that Supplier has good right and title to sell the same to Dealer
- 3.3.e The Trade-In Vehicle shall be actually assigned to Dealer and until physically delivered, no risk shall pass to Dealer whatsoever
- 3.3.f If a defect in title, or charge or encumbrance on the Trade-In Vehicle, or a departure of the Trade-In Vehicle from the description on the face of this contract, or a material difference to the condition of the Trade-In Vehicle since its valuation, or a material difference in the Odometer Reading is discovered by Dealer or any person who may purchase the Trade-In Vehicle from Dealer, Customer and Supplier agree immediately upon demand to pay to Dealer either:
- 3.3.f.i In the event the Trade-In Vehicle is still Dealers property and in Dealers possession the amount required to discharge the defect in title, charge or encumbrance or
- 3.3.f.ii If the payment referred to in the last preceding sub-paragraph hereof is not made forthwith by Customer or supplier, or there is material difference in the Odometer Reading as described in 3.3.f), and the Trade-In Vehicle is still in Dealers possession, Customer and Supplier will immediately pay to Dealer upon demand the amount calculated and determined in accordance with paragraph 3.3.c.i) hereof and upon payment of that amount Supplier may take return of the Trade-In Vehicle or
- 3.3.f.iii In the event that the Trade-In Vehicle has been sold to a bona fide purchaser for value, Customer and Supplier will immediately pay to Dealer upon demand the GST inclusive sale price paid by the said purchaser of the Trade-In Vehicle
- 3.4 If the Trade-In Vehicle is driven by any of Dealer's employees at Customers or Suppliers request, or otherwise, it shall be so driven at Suppliers risk, and Supplier accepts full responsibility during the time such vehicle is being driven or otherwise, for any injury, loss or damage sustained by any person or to their property

4 FINANCE AND PRIVACY ACT AGREEMENTS

- 4.1 Customer and Dealer agree that
- 4.1.a If Customer has acknowledged that Customer requires finance, Customer does not require that finance to be provided by Dealer in respect of payment for the goods Customer shall use Customer's best endeavors to obtain that credit
- 4.1.b In the event that Customer's application for finance is not approved Customer shall be entitled to cancel this Contract provided that within five (5) days after entering this contract:

4.i.b.i	Customer has used best endeavors to obtain finance				The provisions of this clause shall be read and construed subject to the provisions of any statutory enactment for the time being in force and that in the event of any inconsistency between the provisions hereof and of any such statutory enactment the provisions of such statutory enactment shall prevail to the extent of such inconsistency.
4.i.b.ii	Customer has advised Dealer in writing				
4.i.b.ii.A	what endeavors were made to obtain finance and				
4.i.b.ii.B	that finance was not approved and,				
4.i.b.ii.C	provided satisfactory evidence from the finance company of the actual refusal of finance				
4.1.c	If Customer has made it known to Dealer that Customer requires for Dealer to arrange finance on Customer's behalf in respect of payment for the goods, then the Contract for Customer's purchase of the goods which will arise should Dealer accept this Contract shall be conditional upon Customer obtaining credit and Customer shall use Customer's best endeavors to obtain that credit	10.2			The parts, accessories, products and/or additives referred to on the front of this contract which are not factory options have been supplied and/or fitted to the within mentioned vehicle entirely at Customer's request and Customer understands and accepts that some or all of the parts, accessories, products and/or additives requested may be "Non-Genuine" and may not be or are not approved by the manufacturer of the within mentioned vehicle for use on or in the within mentioned vehicle. As such they are not covered by the within mentioned vehicle manufacturer's warranties. Customer is also aware that their use may affect the warranty provided by the within mentioned vehicle's manufacturer, for the within mentioned vehicle, to the extent that the within mentioned vehicle's manufacturer considers that these non-approved products and/or their installation may affect the specifications or quality of the within mentioned vehicle. Customer accepts all risk in the supply and use of the parts, accessories, products and/or additives and has made himself aware of all the facts surrounding the parts, accessories, products and/or additives.
4.2	In the event that Dealer's application under Clause 4.1(c) on behalf of Customer for finance is not approved, Customer shall be entitled to cancel this contract subject to compliance with other conditions and clauses in this Contract				
4.3	In the event of default by Customer under Clause 4.1, such failure will be a default under this Contract and Dealer shall be entitled to proceed and exercise Dealer's rights as set out in this Contract, and				
4.3.a	Dealer, at Dealer's sole discretion, is hereby authorised and directed by Customer to take all necessary steps to find some credit provider or financier in a position to advance sufficient moneys to enable Customer to purchase the within mentioned vehicle and if that credit provider or financier is willing to do so, subject to the Credit Act 1987, Customer hereby accepts the terms and conditions of that credit provider or financier's usual printed form of agreement and undertakes to do all things necessary and sign an agreement in that form	10.3			If the provisions of the Trade Practices Act 1974, Fair Trading Act 1989, the Sales of Goods Act 1896 or the Property Agents and Motor Dealers Act 2000 apply to this Contract and despite anything contained in this Contract, the warranties implied are implied into this Contract, then Customer shall have the full benefit of their buy only to the extent to which those warranties are applicable to this Contract and may not be excluded from it; All other warranties are hereby expressly negated and excluded.
4.3.b	If Dealer or credit provider or financier in a position to finance the purchase of the within mentioned vehicle considers it relevant to assessing Customer's application for personal credit, Customer agrees to Dealer or such credit provider or financier obtaining a report about Customer's commercial activities or commercial credit worthiness from a business which provides information about credit worthiness	10.4			
4.3.c	If Dealer or credit provider or financier in a position to finance the purchase of the within mentioned vehicle considers it relevant to assessing Customer's application for commercial credit, Customer agrees to Dealer or credit provider or financier obtaining from a credit reporting agency a credit report containing personal credit information about Customer in relation to commercial credit provided by Dealer or credit provider or financier	11 PASSING OF TITLE			
4.3.d	Dealer has the authority of Customer to complete any documentation on behalf of Customer required by the credit provider or financier unless otherwise required by law	11.1			Until the full total delivered price in this contract and all consideration is paid and cleared to the account of Dealer: Title to the within mentioned vehicle and the property in the within mentioned vehicle shall not pass to Customer; Should Customer take possession of the vehicle, Customer does so as the fiduciary agent and bailee of Dealer and shall not, materially change, sell, transfer or otherwise encumber the vehicle; If, in breach of this clause 11.1.b) Customer sells, transfers or otherwise encumbers the vehicle, Customer does so as the fiduciary agent of Dealer and Customer will receive all proceeds whether tangible, or intangible, direct or indirect, of any such dealing with the vehicle in trust for Dealer and will keep such proceeds in a separate account until the liability to Dealer is discharged.
5 DELIVERY					
5.1	Customer shall pay to Dealer in cleared funds, the total delivered price for the Vehicle, goods and or services specified in this contract, or so much thereof that is outstanding, forthwith upon notification that the Vehicle, goods and or services are ready for delivery	12 CLAIMS			
5.2	Upon notification that the Vehicle, goods and or services are ready for delivery, Customer shall, subject to payment in full of the total delivered price and payment of any other consideration specified in this contract, be entitled to and shall take delivery of the goods within seven (7) days of such notification at Dealer's place of business and shall not reject such goods provided they are conforming to all specifications of this contract	12.1			Customer and Supplier acknowledge that this Contract constitutes the entire agreement between parties as to its subject matter and supersedes all prior agreements and understandings
5.3	If the within mentioned vehicle is delivered to Customer before completion of the transaction by the credit provider or financier with whom arrangement for advance to Customer is being made Customer shall hold vehicle as bailee for Dealer and if such credit provider or financier shall decline such advance Customer will return vehicle to Dealer immediately upon demand. In that case Customer's said deposit is to be refunded to Customer and any vehicle traded in by Customer (if any) shall be dealt with in terms of Clause 3.3.c.i) or 3.3.c.ii) hereof (as the case may be)	12.2			This Contract is governed by the laws of Queensland and the Commonwealth of Australia which are in force in Queensland and the parties submit to the jurisdiction of the Courts of Queensland, relevant Federal Courts and Courts competent to hear appeals from them
6 CHANGES TO MODEL OR DESIGN		12.3			The parties must execute and deliver all documents and must do all things as are necessary for the complete performance of their respective obligations in this Contract
6.1	Customer understands and agrees that the manufacturer has the right to make any changes in the model or design of the within mentioned vehicle type or any option or accessory or part thereof at any time, without notice to Customer, and neither Dealer nor the manufacturer shall be obliged to make corresponding changes to the vehicle or model hereby ordered either prior or subsequent to delivery to Customer.	12.4			This Contract contains the entire understanding and agreement between the parties as to the subject matter of this Contract. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this Contract are merged in this Contract and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this Contract or constitutes any collateral agreement, warranty or understanding
7 DELAY		12.5			Customer and Supplier agree prior to Customer and Supplier signing this Contract, all material particulars have been inserted in this Contract or here to annexed prior to it being tendered for signing by Customer and Supplier and, Customer and Supplier have read and understand such particulars and the terms and conditions set out on the front and back of this Contract and any assurance, inducement, promise or representation made by Dealer or any representative or employee of Dealer which have a material bearing on the decision of Customer or Supplier to make this Offer and enter into this Contract are herein contained or hereto annexed
7.1	Customer will not hold Dealer liable for any delay in delivery of the within mentioned vehicle caused by the manufacturer, any carrier, or as a consequence of any accident, strike, fire or other cause whatsoever.	12.6			No waiver, amendment of, or addition to, the provisions of this Contract shall be binding unless it is in writing and signed or initialled by the parties to this Contract
8 RISK		12.7			Customer is not under the age of 18 years, is not affected by bankruptcy action and has not committed an act of bankruptcy
8.1	If the within mentioned vehicle is driven by any of Dealer's employees at Customer's request, or otherwise, it shall be so driven at Customer's risk, and Customer accepts full responsibility during the time such vehicle is being driven by any of Dealer's employees at Customer's request, or otherwise, for any injury, loss or damage sustained by any person or to their property.	12.8			Customer warrants that information supplied for registration, insurance and finance purposes together with the further information supplied and included in this Contract are true and correct
9 TAXES		12.9			Customer has inspected the vehicle and the description and specifications of the vehicle or in the case of a vehicle being sourced for Customer by Dealer has inspected the description and specifications of the vehicle and confirms the vehicle is ostensibly of merchantable quality and fit for the purposes of Customer
9.1	The price quoted is subject to any tax or statutory charge imposed by any duly constituted authority at the time of delivery of the within mentioned vehicle. If there is a change, introduction or cessation of any such tax or statutory charge, the price will be adjusted accordingly.	12.10			No reasonable mistake or error or misdescription shall invalidate this contract or be cause for damages or civil action or complaint of any nature against Dealer or Dealers employees or Officers; The rights and remedies of Customer and/or Supplier and/or Dealer contained herein are in addition to all other rights and remedies of Customer and/or Supplier and/or Dealer under the Trade Practices Act 1974 Fair Trading Act 1989 and other Federal or State Laws;
10 MANUFACTURERS WARRANTY		12.11			Customer and Supplier acknowledge that at the time of signing this contract, various information relating to the Vehicle such as registration number, engine number, VIN Number, year of manufacture, compliance plate may not be available and as a consequence Customer authorises Dealer to write in or correct
10.1	The manufacturer's standard warranty will be furnished with the within mentioned vehicle and no other warranties are given save and except where otherwise provided in writing by Dealer to Customer at the time of delivery of the within mentioned vehicle. Such manufacturer's standard warranty does not apply to second-hand vehicles.	12.12			

12.13	Customer acknowledges that Dealer cannot and has not warranted that the vehicles mileage as recorded by its odometer, log books or other recording device or record, is correct and	14.2.b	On execution of this Contract, issue Dealer with a Valid and appropriate Tax Invoice according to the current law, and
12.14	Customer acknowledges and agrees that it shall not hold Dealer its servants or agents, liable therefore; Customer further acknowledges that Dealer cannot and has not warranted that any air bag or supplementary restraint system which is supposed to be fitted to the vehicle is in fact fitted and operational; 12.15 Time is of the essence of this Contract; 12.16 Time is of the essence of this Contract;	14.3	If Supplier defaults on this clause 14, Supplier agrees to fully compensate Dealer for any error and or penalty in the GST on the Trade-In Vehicle.
12.15	Notices passed to Customer by ordinary prepaid post to Customer's address shown in this Contract shall be sufficiently given to Customer and shall be deemed to have been received by Customer on the second working day after posting;	14.4	Dealer confirms it is registered for GST
12.16	In this Contract 'Customer' shall apply to each of those persons who shall be bound jointly and severally by this Contract.	15 SETTLEMENT	
13 LIQUIDATED DAMAGES		15.1	Customer shall pay to Dealer all monies due for vehicle specified in this Contract or so much thereof as is outstanding forthwith upon notification that the vehicle is ready for delivery by Dealer. Payment by a credit provider or financier shall be sufficient compliance with this obligation but Customer shall not be entitled to rely on any failure by the credit provider or financier to make any loan to Customer or to make any payment to Dealer UNLESS this is a Contract of Sale to which Part II of the Credit Act 1987 applies and Customer has, before entering in to this Contract made it known to Dealer that he requires credit to be provided in respect of the payment for the vehicle and this has been noted in the section 'Any Special Arrangements' on the face hereof and the Credit is not provided by Dealer and Customer has taken reasonable steps to obtain that credit and has given notice in writing to Dealer rescinding this Contract within a reasonable period after this Contract is made.
13.1	If Customer defaults in observing any of these terms and conditions, or if Customer does not accept the within mentioned vehicle on the day of tender of delivery by Dealer at a place agreed by Dealer, or if Customer states intention not to accept the vehicle when it is tendered for delivery, Customer shall have repudiated this Contract and without prejudice to any other rights and remedies, Dealer may resell Vehicle with no liability to Customer and Customer shall be liable to Dealer for the higher of, ten percent (10.0%) of the GST inclusive amount of the vehicle price (including freight, handling and any taxes or statutory charges) and in addition the GST inclusive price of total options, accessories and aftercare including taxes or statutory charges (as set forth in the offer to purchase), or, the deposit paid, as and by way of agreed liquidated damages. Dealer may thereafter sue from Customer in any Court of competent jurisdiction for such liquidated damages less any deposit paid by Customer, which shall be forfeited by Customer upon Customer's repudiation of this Contract.	15.2	Dealer accepts legal tender Australian Currency in Cash and or Bank, Financial Institution, Finance Company 'Counter Cheques' as settlement for Deposit and Balance Payable amounts. No cheque or other remittance shall be deemed payment until cleared.
13.2	If at the date of Customer's repudiation of this Contract pursuant to Clause 13.1 hereof the Trade-In Vehicle (if any) shall have been delivered to Dealer, property in the Trade-In Vehicle shall pass to Dealer and Dealer shall be entitled to retain the Trade-In Vehicle and sell same. Dealer shall be entitled to deduct from the realised value of the Trade-In Vehicle (as herein before defined) the amount recoverable from Dealer pursuant to Clause 13.1 hereof or if the realised value shall be less than the amount of the agreed liquidated damages then the realised value shall be set off against the amount of agreed liquidated damages and Dealer may sue Customer for the balance of the agreed liquidated damages.	15.3	If the purchase of the vehicle is to be financed by a credit provider or financier, Dealer has the authority to transfer vehicle to credit provider or financier to give effect to the financial arrangements. Once vehicle has been transferred to credit provider or financier unless otherwise required by law, no contractual arrangements between Dealer and Customer shall exist.
14 GST OBLIGATIONS		16 PRIVACY POLICY	
14.1	In order to comply with the requirements of the Goods and Services Tax (GST) in respect of the supply of the Trade-In Vehicle, in the event that Supplier of the Trade-In Vehicle is an entity Registered for the Goods & Services Tax (GST) and, declares this to be so on the face hereof, then,	16.1	"You" or "your" in Clause 16.2 through 16.5 herein, refer to Customer and Supplier of the Trade-In Vehicle. "We" or "us" in Clause 16.2 through 16.5 herein, refer to Dealer.
14.1.a	Supplier of the Trade-In Vehicle and Customer acknowledges that Supplier is registered for GST at the time of entering the contract and will notify Dealer if it ceases to be registered.	16.2	We recognise the importance of your Privacy. We understand your concerns about the security of personal information and are committed to protecting the personal information that we hold about you. We only collect and hold information about you that is necessary for us to perform the services you request from us. We may disclose it to associated companies, the Franchiser (manufacturer or importer) or wholesaler of your vehicle as required, and to other service providers (such as financiers, credit providers, insurance providers, information technology providers and mailing houses) so that they can provide the services that we have contracted out to them.
14.1.b	Supplier of the Trade-In Vehicle and Customer, understand that GST is payable by Supplier based on clause 14.1.b) hereof.	16.3	You hereby give permission for us to retain personal information and authorise us to use that information for the purpose of providing information to you regarding products and services and customer surveys and, you consent to us disclosing information collected from you or your agent and assigns to our Franchisors, their related companies and third party product and service providers (including those overseas), for the purposes of providing information regarding warranty, roadside assistance, products and services, customer surveys, and other matters relating to the vehicle and you.
14.1.c	Dealer shall be entitled to claim an input tax credit in relation to the Trade-In Vehicle based on clause 14.1.e) hereof.	16.4	You hereby give permission for us to retain and use any personal information left in or on the Trade-In Vehicle that relates to the history of the Trade-In Vehicle for the purpose of selling the Trade-In Vehicle to a future buyer and, you do not require us to remove or erase any such information from the Trade-In Vehicle or its accompanying documents, as you understand that the history of the Trade-In Vehicle is important in determining value for a future buyer.
14.1.d	All parties agree Dealer, as the recipient of the Trade-In Vehicle may provide stationary for a Tax Invoice in respect of the Trade-In Vehicle supplied under the Contract.	16.5	You can gain access to personal information that we hold about you, subject to some exceptions under privacy legislation. For further information, please write to us, attention the Privacy Officer. Please be assured that we are committed to protecting the privacy of your personal information.
14.1.e	Supplier of the Trade-In Vehicle will issue a valid Tax Invoice in relation to the Trade-In Vehicle upon execution of this Contract by Dealer;	17 WARRANTY	
14.1.e.i.A	on stationary provided by Dealer for that purpose; or	17.1	The Dealer agrees that there shall be read into the Contract the terms contained in any warranty given by the manufacturer in relation to the goods delivered to the Customer but subject to any limitation or procedural requirements therein contained.
14.1.e.i.B	on Suppliers own stationary, in respect of the Trade-In Vehicle;	17.2	If the provisions of the Trade Practices Act 1974, the Sale of Goods Act 1896 or the Property Agents and Motor Dealers Act 2000 apply to the Contract and despite anything contained in this Contract the warranties implied are implied into the Contract then the Customer shall have the full benefit of them but only to the extent to which those warranties are applicable to the Contract and may not be excluded from it.
14.1.e.ii	And, such Tax Invoice will disclose the sale price of the Trade-In Vehicle to Dealer as	17.3	All other warranties are hereby expressly negated and excluded.
14.1.e.ii.A	an amount equivalent to either the GST Inclusive amount of the Trade-In Vehicle Allowance shown on the face hereof; or		
14.1.e.ii.B	if the supply is being made under clause 3.3.c.ii) hereof, the GST Inclusive amount as calculated under clause 3.3.c.ii).		
14.1.f	If Supplier has failed to provide Dealer with a valid Tax Invoice under Clause 14.1.e within 30 Days of this contract being executed, Dealer and Supplier agree that, Dealer may issue Notice to Supplier that Dealer is acting on this Sub-Clause, Supplier gives the right to Dealer to issue a Recipient Credited Tax Invoice (RCTI) in respect to the Trade-In Vehicle, and Supplier agrees not to issue a tax invoice in relation to the Trade-In Vehicle, and		
14.1.f.i	Dealer will issue a RCTI to Supplier for an amount equivalent to the amount calculated under Clause 14.1.e.ii), and		
14.1.f.ii	If an adjustment event occurs in relation to the RCTI issued, Dealer agrees to issue an adjustment note, and		
14.1.f.iii	If Supplier has previously issued a valid Tax Invoice (being not been received by Dealer at the time Dealer gives Notice under Clause 14.1.f) herein), Supplier agrees that on receipt of Notice under Clause 14.1.f) it will issue an adjustment note to reverse such previous Tax Invoice.		
14.1.f.iv	Supplier understands there is a legal obligation to remit the GST collected to the Australian Taxation Office in the prescribed manner, on the supply of the Trade-In Vehicle, and Supplier shall be solely responsible for the payment of GST to the Australian Taxation Office in relation to the Trade-In Vehicle.		
14.1.f.v	Where Supplier is an Endorsed Charitable Institution, (a Benevolent Intuition or Entity)		
14.1.g	Supplier acknowledges that before Dealer Executes Contract Supplier must :		
14.2	make this disclosure clear to Dealer, and		
14.2.a	advise Dealer in writing the amount Supplier originally paid to purchase the Trade-In Vehicle, and		
14.2.a.i			
14.2.a.ii			