

FARM/INDUSTRIAL MACHINERY - SALES CONTRACT

No. _____

ORIGINAL - CUSTOMER 2nd COPY - DEALER 3rd COPY - SUPPLIER/ACCOUNTING

Dealers Name _____		
ABN _____	ABN _____	
PURCHASER'S NAME _____		
CONTACT NAME _____		
ADDRESS _____		
PHONE/MOBILE _____		POSTCODE _____
ABN _____		FAX _____
Email _____		
STOCK No. Base Unit	Attachment	
PURCHASE DETAILS see clause 12 (prices shown include GST)	\$	c
DESCRIPTION (List Options/Attachments)		
TOTAL (Inc. GST)		
*LESS TRADE-IN \$ (Inc. GST)		
TOTAL DUE (Including GST)		
*TRADE-IN DETAILS		
DESCRIPTION	SERIAL NO.	ENGINE NO.

TERMS OF PAYMENT

(A) Complete if this order is a cash sale. Tick if applicable
 Deposit \$payable on the signing of this order or on the
day of.....20.....
 Balance \$payable on the delivery date or on the
day of.....20.....
 Whichever is the earlier. Tick if applicable

(B) Complete if this sale is subject to finance.
 Amount of Finance Finance Provider.....
 Approval Date.....

DECLARATION OF TITLE ON TRADE-IN MACHINERY OR EQUIPMENT

I/We.....hereby certify and warrant that the purchaser is the sole owner of the Trade-In accepted by the seller and it is further warranted that the said goods are free from all or any charge, encumbrance or lien in favour of any person or corporation and I hereby fully and irrevocably agree to indemnify the Seller in respect of any action, suit, claims cost or demands brought by any person or corporation claiming Title or any interest by way of charge or encumbrance in the Trade-In.

OR

The Trade-In is encumbered to
 and the amount required to pay out the encumbrance is \$.....
 Financial Provider BSB..... Acct no.....
 Dated this.....day of.....20.....
 Signature..... Witness.....

PRIVACY STATEMENT

The contract of the sale and collection of personal information - When you purchase farm/industrial machinery, you will sign a Contract of Sale and transfer documentation that will contain personal information about you. Personal information is information about you from which your identity can be ascertained. The seller collects personal information to facilitate your purchase of farm/industrial machinery and to meet the requirements of the legislation associated with the supply of farm/industrial machinery and related goods. Associated services will include the provision of warranty, insurance and registration.

Discloser of personal information - The seller may need to disclose your personal information to Services SA and/or any other organisation that requires your details in order to effect the transfer registration of your farm/industrial machinery. If you apply for finance in connection with the purchase of farm/industrial machinery, the Seller must provide your personal information to the financier for the purposes of the financing arrangements. Your personal information may be disclosed to the seller's contracted suppliers and service providers. The seller may disclose your personal information if it determines that disclosure of such information is required by law, and reasonably necessary to protect the rights, property or safety of the seller.

Access and correction of your personal information - The seller aims to ensure your personal details are up-to-date. Please contact the seller if you have any queries, concerns or would like to access or update your personal information.

Your consent - disclosure to third parties - I consent to the use and disclosure of my personal information as set out above.

Purchase's signature _____ Date _____

NB: This Contract is subject to the Terms and Conditions stated on the reverse side of this Order. The Purchaser hereby certifies that he has read and understood the terms and conditions on the reverse side and agrees to be bound by them.

Purchaser's Signature: Date.....

Order accepted on behalf of seller by.....

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS unless the context otherwise requires:-

"Goods" means the goods described on the front of this order form and includes any associated equipment/ accessories, parts or tools attached thereto at the date this order is accepted by the seller.

"Persons" includes corporations.

"Seller" means the dealer named on the front of this form.

"Purchaser" means the person who purchased the goods from the seller.

"Quoted price" means the price payable for the goods as indicated on the front of this form.

"Trade-In" means the item of machinery or equipment identified as such on the front of this form.

"Contract" means this order form.

"Terms contract" means a contract whereby possession of the goods is given by the seller to the purchaser prior to the payment of the whole price.

2. ORDER

(A) No contract for the sale of goods shall exist between the seller and the purchaser except upon these terms and conditions. Any order placed by the purchaser for the goods embodying terms inconsistent with these terms and conditions shall be incapable for acceptance by the seller. Where the purchaser places an order for the goods which contain no terms or conditions or which contain terms and conditions in variance to those contained herein, any subsequent delivery of the goods to the purchaser shall amount to a counter-offer to supply the goods on the same terms and conditions contained herein, such counter-offer shall be taken to have been accepted by the purchaser by acceptance of the goods when delivered.

(B) The seller reserves the right to accept in whole or in part in the order by the purchaser or decline any such orders. Any order or part order not accepted is deemed cancelled.

(C) Agents or officers of the seller are authorised to contract only on the terms and conditions contained herein.

(D) Any order by the purchaser shall not be binding on the seller unless and until an authorised officer of the seller has signed an acceptance of the order on behalf of the seller.

3. PAYMENT

The purchaser will make payment for the goods free of exchange to the seller upon being notified that the goods are available for the delivery to the buyer. Where this is a terms contract and the purchaser makes default in any of the payments referred to on the reverse side then and notwithstanding anything herein before contained the whole of the residue of purchase money shall fall immediately due and payable.

4. FINANCE

Where this order is subject to finance the purchaser shall forthwith make application for such finance and do all things reasonable and necessary to obtain finance approval. In the event of finance not being approved by the Approval Date then this order shall be at an end and all deposit monies refunded provided however, that the purchaser shall be bound to complete the purchase unless he notifies the seller in writing on or prior to the Approval Date that finance has not been approved.

5. PURCHASER'S RISK

All risk in the goods shall pass to the purchaser immediately on the passing of the goods into the control of the person collecting the goods from the seller's premises.

6. RETENTION OF TITLE

It is expressly agreed between the purchaser and the seller that the title in the goods shall in no circumstances pass to the purchaser until the seller has received full payment for goods as herein provided. Until the seller has received full payment for the goods the seller shall be entitled to the immediate possession of the goods without notice. The purchaser hereby authorises the seller to enter into any premises owned or controlled by the purchaser for the purpose of repossessing the goods. This provision is enforceable unless modified by statute.

7. BREACH OF CONTRACT BY THE PURCHASER

(A) The purchaser shall be in default under this contract if within 7 days (seven days) from the seller notifying the purchaser that the goods are ready for the delivery, the purchaser refuses or fails to pay for the delivery of the goods, refuses or fails to make full payment of all monies owing to the seller on delivery or defaults in any way in respect of the trade-in or defaults in any way under this contract.

(B) If the purchaser is in default under this contract the seller may at his option notwithstanding that property in the goods has not passed to the purchaser, sue for and recover the balance of the quoted price outstanding and any expenses and costs and interest incurred as a consequence of the purchaser's default as aforesaid and any deposit paid by the purchaser shall be forfeited to the seller.

8. DELIVERY

The seller will use its best endeavours to make delivery of the goods on or about the delivery date specified on the reverse side but will not be held responsible for any delay or failure to so deliver on the delivery date.

9. WARRANTIES AGAINST DEFECTS

Will be provided in writing, in a separate form, as applying to the product purchase (new or used).

To the extent that a purchaser of such machinery is defined as a consumer under the new Australian

Consumer laws, the consumer guarantee conditions applicable from 1/1/12 are outlined in this separate warranty form.

10. LIMITATION OF LIABILITY

(A) At the time of the delivery of goods, the purchaser undertakes to satisfy himself that the goods are in accordance with the description contained in this contract. By taking delivery, the purchaser waives any rights or remedies he would or might otherwise have had by reason of any misdescription of the goods in the contract and the parties shall be deemed to have thereupon agreed to vary their agreement by changing the description of the goods so that it describes the goods actually delivered.

(B) To the extent permissible by law all conditions, liabilities, whether expressed or implied, which are not expressly set out herein are excluded. Without limiting the generality of the preceding sentence and to the extent permissible by law, the seller shall not be liable for any loss or damage (including special or consequential loss or damage) arising out of or in connection with this contract or the supply of goods pursuant thereto whether caused by negligence on the part of the seller or any person acting with or without the authority of the seller or by breach of any terms, conditions whether expressed or implied.

(C) The purchaser acknowledges and represents to the seller that in placing this order:-

1. It has not relied upon the skill or judgement of the seller to determine whether the goods are suitable for any purpose.

2. It has not relied upon or been induced by any statements, representations or inducements by the seller which are not incorporated in the terms and conditions herein.

11. PROPER LAW

This contract shall be governed by and interpreted in accordance with the laws of South Australia.

12. GOODS AND SERVICES TAX

The abbreviation GST means the Goods and Services Tax. Prices shown and all references to price, amounts, allowance, refund, cost, pay-out, value and other like words made within this contract are inclusive of the Goods and Services Tax, unless amounts are specifically exempted by legislation. A separate tax invoice, will be issued in accordance with the Goods and Services Tax legislation.