

## Usual Terms And Conditions Of Fleet Vehicle Supply.

These terms and conditions form part of a Vehicle Quotation or Tender by FR Ireland Pty Ltd.

Any Quote given by FR Ireland Pty Ltd ACN 009 983 126, (herein referred to as the Dealer) to any legal entity (herein referred to as the Customer) is a mere invitation to treat and does not constitute a contractual offer and the Dealer reserves the right to vary or withdraw a Quote at any time.

These terms and conditions of sale apply to all contracts of sale for vehicles, accessories and options entered into by the Dealer and supersede and prevail over all terms and conditions which may be contained in any customer purchase order or in sales confirmation or otherwise.

Typographical and clerical errors are subject to correction and revision.

These conditions bind the Dealer, the Customer, the Supplier of the Trade-In Vehicle and their respective successors and assigns.

Once the Dealer has sent the Customer an acknowledgment of the acceptance of the purchase order the Customer may not alter or modify the purchase order without the written consent of an authorised employee of the Dealer.

A Purchase Order, or, an indication in writing from the Customer to the Dealer that the terms of the Quote are acceptable, is an Offer To Purchase by the Customer to the Dealer, for the vehicle options and accessories described in the Quote at the price, terms and conditions set out in the Quote AND HEREIN.

In addition to any terms in the Quote,  
IT IS FURTHER UNDERSTOOD AND  
AGREED -  
PRICE:

1.1 THIS CONTRACT IS SUBJECT TO PRICE INCREASES BY MANUFACTURERS AND SUPPLIERS OF THE VEHICLE, ACCESSORIES AND OTHER PRODUCTS, OVER WHOM WE HAVE NO CONTROL.

1.2 The total price of the Quoted vehicle (being the vehicle including options and accessories 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.

1.3 The total price of the vehicle shown in this Quote is the price of the vehicle based on existing costs and circumstances and the Customers fleet

assistance level available from the manufacturer as determined from advices of the Customer. If there is any change in those costs or circumstances before delivery of the vehicle to Customer, or the eligibility of the Customer for fleet assistance level available from the manufacturer, the Dealer reserves the right to increase the total price or if the invoice does not reflect the correct situation re-invoice the vehicle.

1.4 In case Customer's position be that of borrower the monthly payments shall be proportionally increased with the price increase of the Quoted vehicle in terms of Clause 1.1 or 1.2 or 1.3 hereof.

1.5 In the event that the price increases pursuant to Clause 1.1 or 1.2 or 1.3 hereof, (unless Customer takes delivery of the vehicle or such increase results only from a change in the applicable statutory charge or tax) Customer has the right to cancel the 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,

(a) the return of the Used Vehicle (if any) less expenses as hereinafter provided, or

(b) in the event of Dealer having sold the Used Vehicle, Supplier is entitled to the GST inclusive amount for which Dealer sold same, less commission and expenses as hereinafter provided.  
USED VEHICLE (TRADE-IN):

2.1 Where the Quote includes an allowance for a Trade-In vehicle, the Customer and/or Supplier offer to sell to the Dealer the Trade-In vehicle described in the Quote with its options tyres, wheels, radio tools and, accessories, at the price being the GST inclusive Trade-In Allowance shown in the Quote, on the terms and conditions set out in the Quote and herein.

2.2 The legal entity supplying the Used Vehicle is the Supplier. Where the Supplier is a different legal entity from the Customer, the Customer and Supplier are bound Jointly and Severally herein and where consideration for the Used Vehicle is applied against the Customer's purchase as a Trade-In, the Customer and Supplier agree to this set off and the effect between the Customer and the Supplier is a matter between the Customer and the Supplier.

2.3 Where the Customer/Supplier agrees to sell a Used Vehicle to the Dealer as part of the contract resulting from the Quote:-

(a) If the Used Vehicle has been delivered to

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Dealer, Dealer is at liberty to effect such repairs or improvements as Dealer thinks fit and to sell the Used Vehicle.

(b) If the Used Vehicle is not delivered to Dealer at date of a Purchase Order, or, an indication in writing from the Customer to the Dealer that the terms of the Quote are acceptable, at Dealers sole discretion the Used Vehicle will be subject to revaluation on delivery of the Used Vehicle to Dealer. If the Wholesale Appraised Value Including GST at that time is less than the valuation the Dealer relied on to enter this Contract, Dealer may either rescind the Contract or, the Trade-In Allowance made on the Used 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.

(c) Should this contract be cancelled pursuant to clause 1.5 hereof all monies paid by Customer to Dealer shall be refunded to Customer in full. If the Used Vehicle has been delivered to Dealer before cancellation of this contract and at the time of cancellation the Used Vehicle is:-

(i) still Dealers property and in Dealers possession, Dealer shall return the Used 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 Used Vehicle and, in addition, the GST inclusive cost of any advertising for the sale of the Used Vehicle and a reasonable charge for storage; or

(ii) no longer Dealers property, Dealer shall pay to Supplier the realised value of the Used Vehicle. For the purposes of this contract the "realised value of the Used Vehicle" shall mean the GST inclusive amount for which the Used Vehicle is sold by Dealer to a bona fide purchaser for value less

A. ten percent (10%) of that amount; and

B. the reasonable GST inclusive cost of any repairs or improvements effected by Dealer to the Used Vehicle; and

C. the GST inclusive cost of advertising for the sale of the Used Vehicle and a

reasonable charge for storage.

(d) Customer and Supplier hereby expressly warrants and declares that the Used 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.

(e) The Used Vehicle shall be actually assigned to Dealer and until physically delivered, no risk shall pass to Dealer whatsoever.

(f) If a defect in title, charge or encumbrance in the Used Vehicle, or material difference in the Odometer Reading is discovered by Dealer or any person who may purchase the Used Vehicle from Dealer, Customer and Supplier agree immediately upon demand to pay to Dealer either:-

(i) In the event the Used Vehicle is still Dealers property and in Dealers possession the amount required to discharge the defect in title, charge or encumbrance; or

(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 2.3(f), and the Used 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 2.3(c)(i) hereof and upon payment of that amount Supplier may take return of the Used Vehicle; or

(iii) In the event that the Used 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 Used Vehicle.

2.4 If the Used 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.

### FINANCE AND PRIVACY ACT AGREEMENTS:

3.1 Dealer 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 Quoted vehicle and if that credit

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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 undertake to do all things necessary and sign an agreement in that form.

3.2 If Dealer or credit provider or financier in a position to finance the purchase of the Quoted 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 Customers commercial activities or commercial credit worthiness from a business which provides information about credit worthiness.

3.3 If Dealer or credit provider or financier in a position to finance the purchase of the Quoted 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.

### DELIVERY:

4.1 If the Quoted vehicle is delivered to the Customer before completion of the transaction by the credit provider or financier with whom arrangement for advance to Customer is being made the Customer shall hold vehicle as bailee for Dealer and if such credit provider or financier shall decline such advance the Customer will return vehicle to the Dealer immediately upon demand. In that case the Customer's said deposit is to be refunded to the Customer and any vehicle traded in by the Customer (if any) shall be dealt with in terms of Clause 2.3(c)(i) or 2.3(c)(ii) hereof (as the case may be).

### CHANGES TO MODEL OR DESIGN:

5.1 Customer understands and agrees that the manufacturer has the right to make any changes in the model or design of the Quoted 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.

### DELAY:

6.1 Customer will not hold Dealer liable for any delay in delivery of the Quoted vehicle caused by the manufacturer, any carrier, or as a consequence of any accident, strike, fire or other cause

whatsoever.

### RISK:

7.1 If the Quoted vehicle is driven by any of Dealer's employees at Customers 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.

### TAXES:

8.1 The price quoted is subject to any tax or statutory charge imposed by any duly constituted authority at the time of delivery of the Quoted vehicle. If there is a change, introduction or cessation of any such tax or statutory charge, the price will be adjusted accordingly.

### MANUFACTURERS WARRANTY

9.1 The manufacturer's standard warranty will be furnished with the Quoted 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 Quoted vehicle. Such manufacturer's standard warranty does not apply to second-hand vehicles. 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.

9.2 The parts, accessories, products and/or additives referred to in the Quote have been supplied and/or fitted to the Quoted 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 Quoted vehicle for use on or in the Quoted vehicle. As such they are not covered by the Quoted vehicle manufacturer's warranties. Customer is also aware that their use may affect the warranty provided by the Quoted vehicle's manufacturer, for the Quoted vehicle, to the extent that the Quoted vehicle's manufacturer considers that these non-approved products and/or their installation may affect the specifications or quality of the Quoted vehicle. The Customer accepts all risk in the supply and use of the Aftercare and Accessories and has made himself aware of all the facts surrounding the Aftercare

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and Accessories.

### PASSING OF TITLE:

10.1 The property in the Quoted vehicle shall not pass from Dealer until the whole of the amount payable has been paid and if any part is paid by cheque or a credit provider or financier then until such cheque or funds have cleared.

### CLAIMS:

11.1 Customer and Supplier acknowledge that the Quote and these terms (this Contract) constitutes the entire agreement between parties as to its subject matter and supersedes all prior agreements and understanding's.

11.2 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.

11.3 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;

11.4 This Contract contains the entire understanding and agreement between the parties as to the subject matter of this Contract. All previous negotiations, understanding's, 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 effects the meaning or interpretation of this Contract or constitutes any collateral agreement, warranty or understanding;

11.5 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.

11.6 Customer is not under the age of 18 years, is not affected by bankruptcy action and has not committed an act of bankruptcy.

11.7 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.

11.8 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 here to annexed.

11.9 Customer has inspected the Quote, the vehicle and the description and specifications of the vehicle or in the case of a vehicle being sourced for the Customer by the Dealer has inspected the Quote and the description and specifications of the vehicle and confirms the vehicle is ostensibly of merchantable quality and fit for the purposes of the Customer; no reasonable mistake or error or misdescription shall invalidate this contract.

11.10 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.

### LIQUIDATED DAMAGES:

12.1 If Customer does not accept the Quoted 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 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.

12.2 If at the date of Customer's repudiation of this Contract pursuant to Clause 12.1 hereof the Used Vehicle (if any) shall have been delivered to Dealer, property in the Used Vehicle shall pass to Dealer and Dealer shall be entitled to retain the Used Vehicle and sell same. Dealer shall be entitled to deduct from the realised value of the Used Vehicle (as herein before defined) the amount recoverable from Dealer pursuant to Clause 12.1 hereof or if the realised value shall be less than the amount of the agreed liquidated

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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.

### GST OBLIGATIONS:

13.1 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 the 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,

(a) All parties agree Dealer, as the recipient of the Used Vehicle may provide stationary for a Tax Invoice in respect of the Used Vehicle supplied under the Contract.

(b) The supplier of the Used Vehicle will issue a Tax Invoice, either on stationary provided by the Dealer for that purpose or on the suppliers own stationary, in respect of the Used Vehicle and such Tax Invoice will disclose the sale price of the Trade-In Vehicle to Dealer as an amount equivalent to either -

(i) the higher of either the GST inclusive Wholesale Appraised Value shown in Part B or the GST inclusive Trade-In Allowance shown in Part A on the face hereof; or

(ii) if the supply is being made under clause 2.3 (c) (ii) hereof, the GST inclusive amount as calculated under that clause.

(c) The supplier understands there is a legal obligation to remit the GST collected on the supply of the Used Vehicle to the Australian Taxation Office in the prescribed manner.

13.2 In the case of being a registered entity, the Supplier of the Used Vehicle and the Customer, understand that GST is payable by Supplier based on clause 13.1 (b) hereof.

13.3 The Deposit paid, no matter how provided or described on the face hereof, is a forfeitable holding deposit.

### SETTLEMENT:

14.1 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.

14.2 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.

14.3 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.

### PRIVACY POLICY

15.1 "You" or "your" in Clause 15.2 through 15.5 herein, refer to Customer and Supplier of the Trade-In vehicle. "We" or "us" in Clause 15.2 through 15.5 herein, refer to Dealer.

15.2 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.

15.3 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

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warranty, roadside assistance, products and services, customer surveys, and other matters relating to the vehicle and you.

15.4 You hereby give permission for us to retain and use any personal information left in or on the Used Vehicle that relates to the history of the Used Vehicle for the purpose of selling the Used Vehicle to a future buyer and, you do not require us to remove or erase any such information from the Used Vehicle or its accompanying documents, as you understand that the history of the Used Vehicle is important in determining value for a future buyer.

15.5 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.

### INTERPRETATION:

16.1 In this Document, unless inconsistent with the subject matter:

(a) A reference to “Dealer” refers to FR Ireland Pty Ltd, A.C.N. 009 983 126 A.B.N. 21 009 983 126, with registered office at 227 Mulgrave Rd, Cairns in the State of Queensland.

(b) A reference to “Customer” refers to the legal entity buying the Vehicle described in the Quote and their respective successors and assigns.

(c) A reference to “Supplier” and or “Vendor” refer to the legal entity supplying Used Vehicle described in the Quote and their respective successors and assigns.

(d) A reference to a person includes any other legal entity and, a reference to a legal entity includes a person;

(e) Words importing the singular number include the plural number and, words importing the plural number include the singular number;

(f) The masculine gender must be read as also importing the feminine or neuter gender;

(g) A reference to a party includes the party’s heirs, executors, successors and permitted assigns;

(h) A reference to a Used Vehicle refers equally to a vehicle which is purchased outright by Dealer or traded-in by Dealer.

(i) A reference to a vehicle means the vehicle, and the options, parts, accessories, products and/or additives relative to that vehicle described on the face hereof.

(j) Clause headings are for reference purposes

only and must not be used in interpretation;

(k) A reference to a statute includes all regulations and subordinate legislation and amendments;

(l) A reference to a monetary amount is a reference to an Australian currency amount;

(m) An obligation of two or more parties binds them jointly and each of them severally;

(n) “affected by bankruptcy action”, in relation to an individual, means the individual—

(i) is bankrupt; or

(ii) has compounded with creditors; or

(iii) has otherwise taken, or applied to take, advantage of any law about bankruptcy.

(o) (i) A reference to “Dealer’s Privacy Policy” refers to the Dealer’s privacy policy available from the Dealer to the Customer/Supplier to read prior to entry into this contract.

(ii) A reference to “Franchiser’s Privacy Policy” refers to the Franchiser’s privacy policy available from the Dealer to the Customer/Supplier to read prior to entry into this contract.

16.2 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;

16.3 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;

16.4 If a provision of this Contract is void or unenforceable it must be severed from this Contract and the provisions that are not void or unenforceable are unaffected by the severance;

16.5 This Contract is not binding on Dealer or Customer or Supplier until it is accepted by Dealer.