

AUSTRALIAN CAR SALE AGREEMENT

Location: _____ Date: _____

Seller Details:

Full Name: _____

Australian Driver Licence No.: _____

Address: _____

Phone/Email: _____

Buyer Details:

Full Name: _____

Australian Driver Licence No.: _____

Address: _____

Phone/Email: _____

Vehicle Details:

Make and Model: _____

Year of Manufacture: _____

Vehicle Identification Number (VIN): _____

Registration 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 vehicle described in this Agreement for the Sale Price on the terms set forth herein. Ownership and title shall transfer upon full payment and delivery of the Vehicle to the Buyer.

Clause 2 – Vehicle Condition and AS-IS Sale

The Vehicle is sold AS-IS, WHERE-IS, without any warranties or guarantees, either expressed or implied, except as specifically set forth in this Agreement. The Buyer acknowledges having inspected the Vehicle and accepts it in its current condition.

Clause 3 – Seller’s Representations and Warranties

The Seller represents that they are the legal owner of the Vehicle, free from all encumbrances, liens, and charges. The Vehicle is not stolen, and all information provided including the VIN and registration details are accurate and true.

Clause 4 – Buyer’s Inspection and Due Diligence

The Buyer has had the opportunity to inspect the Vehicle or have it inspected by a qualified mechanic or agent and accepts the Vehicle subject to such inspection and any disclosed defects.

Clause 5 – Payment Terms

Payment shall be made in full by the Buyer to the Seller by the agreed method. The Seller is not obligated to release the Vehicle or transfer ownership until full payment has been received.

Clause 6 – Risk and Responsibility

Risk in the Vehicle passes from the Seller to the Buyer upon delivery. The Buyer is responsible for all costs and risks related to transport, registration, insurance, and compliance with any applicable Australian laws after delivery.

Clause 7 – Registration and Transfer

The parties agree to cooperate in the transfer of registration of the Vehicle in accordance with applicable Australian state or territory laws. The Seller shall provide all necessary documents to facilitate this transfer.

Clause 8 – Taxes and Fees

The Buyer is responsible for any stamp duty, transfer fees, registration fees, GST (if applicable), and any other taxes or charges arising from this sale.

Clause 9 – Default and Remedies

If either party breaches this Agreement, the non-defaulting party may seek remedies under applicable Australian law including termination of this Agreement and recovery of damages.

Clause 10 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the state or territory where the Vehicle is registered. The parties submit to the exclusive jurisdiction of courts in that jurisdiction.

Clause 11 – Entire Agreement

This document constitutes the entire agreement between the parties relating to the sale of the Vehicle and supersedes all prior discussions, representations, or agreements, whether written or oral.

Clause 12 – Severability

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

Clause 13 – Amendments

No amendment to this Agreement shall be effective unless in writing and signed by both parties.

Clause 14 – Notices

Any notices required under this Agreement shall be given in writing and delivered in person, by post, or by electronic means to the addresses specified above.

Clause 15 – Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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