

# PRIVATE CAR SALE AGREEMENT

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

## **Seller Information:**

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

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

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

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

## **Buyer Information:**

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

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

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

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

## **Vehicle Information:**

Make / 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 – Agreement to Sell and Purchase**

The Seller agrees to sell and the Buyer agrees to purchase the motor vehicle described above ("the Vehicle") on the terms and conditions set forth in this Agreement.

### **Clause 2 – Vehicle Condition; AS-IS**

The Vehicle is sold AS-IS, WHERE-IS, with all faults and without any warranties or guarantees, either express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose unless otherwise stated in this Agreement. The Buyer acknowledges having inspected the Vehicle or having had the opportunity to do so.

### **Clause 3 – Title and Ownership**

Seller warrants that they are the lawful owner of the Vehicle, have the right to sell it, and that the Vehicle is free of any encumbrances, liens, or charges unless disclosed herein.

### **Clause 4 – Registration and Transfer**

The Seller agrees to provide all necessary documents to enable the Buyer to register the Vehicle in their name. The Buyer accepts responsibility for registration costs and compliance with all applicable laws.

**Clause 5 – Payment**

The Buyer shall pay the Sale Price in full by the agreed payment method. Until full payment is received, ownership and risk in the Vehicle remain with the Seller.

**Clause 6 – Risk and Delivery**

Risk in the Vehicle passes to the Buyer upon delivery. Delivery shall take place at the agreed location. The Seller agrees to deliver the Vehicle in the condition described in this Agreement.

**Clause 7 – Odometer and Mileage**

Seller confirms that the odometer reading stated is accurate to the best of their knowledge. Any discrepancy or tampering must be disclosed.

**Clause 8 – No Refunds or Returns**

Except as otherwise provided by law, the sale is final and no refunds, returns, or exchanges will be accepted.

**Clause 9 – Indemnity**

The Buyer indemnifies and holds the Seller harmless from any claims, damages, or liabilities arising after the transfer of ownership.

**Clause 10 – Governing Law**

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

**Clause 11 – Entire Agreement**

This document constitutes the entire Agreement between the parties and supersedes all prior negotiations, understandings, and agreements in relation to the Vehicle sale.

**Clause 12 – Severability**

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

**Clause 13 – Notices**

Any notices required under this Agreement shall be in writing and delivered personally, by post, or electronic communication to the addresses provided by the parties.

**Clause 14 – Signatures and Counterparts**

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

**Clause 15 – Consumer Rights**

Nothing in this Agreement excludes or limits any rights or remedies the Buyer may have under Australian Consumer Law which cannot be excluded or limited by law.

**SELLER'S SIGNATURE**

**BUYER'S SIGNATURE**

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

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

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