

Firepower Pty. Ltd
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Vehicle Purchase Contract

CUSTOMS & CLASSICS

Member of the Motor Traders Association of Queensland.

Date Stock #
 I, (Customer) and (Customer)

Agree to purchase the vehicle, referenced below under the following terms:

1. **Vehicle:** Year Make Model Style
 VIN # Engine No Colour.....
2. The customer has inspected the vehicle, or has had the opportunity to inspect the vehicle & accepts the vehicle on an **AS IS, WHERE IS** basis.
3. The price of the vehicle \$
4. Trade Allowance \$
5. Registration / Stamp Duty \$
6. Freight \$
7. **TOTAL PRICE** \$
8. Down Payment / Deposit \$
9. Balance Due (within 7 days of this contract) \$
10. Buyers Name/s Company Name ABN
11. Drivers Licence or Company CRN: _____ State DOB: ____/____/_____
 Drivers Licence or Company CRN: _____ State DOB: ____/____/_____
12. Address
 Suburb City State Postcode _____
13. Home Phone (____) _____ Mobile Phone _____ Other Phone _____
14. Email address.....
15. This vehicle is a **"For Sale by Owner,"** marketed by Firepower Pty. Ltd trading as **FIREPOWER CUSTOMS & CLASSICS** who is acting only as a **Sales Agent**. The **Company** is not making any representations as to the condition and/or the value of this vehicle. **FIREPOWER CUSTOMS & CLASSICS** is not responsible for the mechanical or structural condition, the mileage or authenticity of this vehicle and is relying on the information provided to us by the seller. The company is not responsible for omissions and errors in advertising this vehicle. The customer is relying on his/her inspection, knowledge and judgement to purchase this vehicle and will hold the company harmless for all future claims arising from any representations made by the Seller. By signing this document, the **Customer** expressly gives up the right to sue the **Company** for any liability or loss of value arising from this purchase,
OR
16. This vehicle is owned by **the Company**. However, the **Company** is not making any representations as to the condition, authenticity, mileage or originality of the vehicle. The company is not issuing any warranties, verbal or written and is not responsible for any omissions or errors in advertising. The customer is relying on his/her own inspection, knowledge and judgement on this vehicle.
17. The company must receive cleared funds from the Customer in the full amount within seven days (7) of signing this contract. The company must be in the form of cash, bank cheque or funds transfer to the Companies bank account. A personal cheque will be considered cleared funds once cleared by the issuing bank and funds have been received by the companies' bank. All funds must be in Australian Dollars.
18. If the customer fails or refuses to pay for the vehicle after entering into this agreement then the customer is in violation of this agreement and agrees to pay the company all funds due immediately upon written demand. The company reserves the right to sue for breach of contract and collect damages for any violations of any part of this contract. The customer agrees to pay all costs of collection including legal costs including, but not limited to solicitors fees, court costs and other damages, along with any amounts due under this agreement. The customer further agrees to forfeit any deposits to the Company as liquidated damages.
19. This contract shall be governed by the laws of the State of Queensland and specifically the Motor Dealers and Chattel Auctioneers Act of 2014.
20. Any suits by either party shall be filed in the Magistrates Court only. The customer understands that by signing this contract he / she / they give up the right to sue the Company in any other venue except as stated herein. This contract is the only contract in place. There are no other agreements written, verbal or implied.
21. The customer agrees to remove the vehicle within fourteen days (14) of the day that the monies are paid in full. If the customer fails to pick up the vehicle within 14 days, a storage fee of \$ 350.00 / 30 day period will apply. The fees are due at the beginning of the period that the funds cleared **only** in the event that the vehicle is **not** collected and **cannot** be prorated and are non-refundable. Furthermore, the company assumes no liability for any damage caused to the vehicle after the purchase is complete and monies received and cleared.
22. The Customer authorises **FIREPOWER CUSTOMS & CLASSICS** to release this vehicle to a carrier to transport this vehicle to an address designated by the customer in writing. F C & C does not bear any responsibility of shipment other than transferring the vehicle to the carrier, from the showroom, in the condition sold to the Customer. Any issues related to shipping are to be resolved between the Customer and the carrier. Firepower Customs & Classics assumes no responsibility once the vehicle has been delivered to the carrier.

The customer has read the above and agrees to abide by the terms.

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Customer Signature Date **Firepower Customs & Classics** Date
 Dealer Licence No: 4133797