

## **INSTANT OFFER TERMS AND CONDITIONS**

These Instant Offer Terms and Conditions (**Terms**) govern your use of the Instant Offer Tool (**IO Tool**) that the dealership (**we, us, our**) has made available to you. These Terms supplement the general terms located on our website or otherwise provided to you.

The IO Tool is a tool designed to provide a conditional offer to you based on information you provide to us, in return for your vehicle (**Offer**).

- 1) **Eligibility.** To use the IO Tool, you must:
  - a) be over 18 years;
  - b) own the vehicle and have the right and authority to sell the vehicle;
  - c) not use the ICT Tool, or any other data, information or pricing, for a commercial purpose or to process the information in any way (automated or otherwise) not expressly permitted by these Terms; and
  - d) not otherwise be determined by us as ineligible to use the IO Tool, as determined by us in our sole discretion,and your vehicle must:
  - e) be registered and located in Australia;
  - f) not have been written off by an insurance company;
  - g) be unencumbered and not have any security interest, or outstanding finance owed on it, unless fully disclosed to us in writing and with all supporting documentation requested by us (as solely determined by us) provided to us;
  - h) have never been an emergency services vehicle, taxi, rental or driving school vehicle; and
  - i) not be otherwise determined ineligible for sale, as determined by us in our sole discretion.
- 2) **Offer.** We will make an Offer to you through the IO Tool. To accept the Offer, you must bring your vehicle to our premises and allow us to conduct an inspection of your vehicle in accordance with clause (5) below. You must also provide us with all information requested by us to verify your claims about the vehicle to the inspection or otherwise within that timeframe.
- 3) **Voided Offer.** If you:
  - a) provide any incorrect or misleading information to us;
  - b) breach any provisions of these Terms or the General Terms;
  - c) fail to allow the vehicle to be inspected by us in accordance with clause (5);
  - d) fail to provide all documentation and accessories requested by us;
  - e) the vehicle is subject to any financing or other security interest that has either not been disclosed, or is higher than previously represented; or
  - f) deliver the vehicle to us more than 500km over the mileage you represented to us in the IO Tool;
  - g) we otherwise become aware of any matter which, in our opinion, impacts the value of the vehicle (such as fraud, outstanding financing or ownership concerns),

we may, in our sole discretion, deem any Offer as void and withdrawn by us, and we may make a revised Offer to you which is valid for a time specified by us.

- 4) **Mistake.** Despite our best efforts to ensure all our Offers are accurate, some of the Offers we provide may be incorrect. We will not be responsible or required to meet any Offer provided where a mistake has been made. If you consider that a mistake has been made, please notify us as soon as possible so that a revised Offer can be made to you.
- 5) **Inspection.** After receiving and accepting the Offer and before it expires, you must bring the vehicle and all relevant documentation and accessories (including registration certificate, keys, service history, spare wheel, locking wheel nuts, and any other accessories) to our premises for an on-site

physical inspection by us or one of our mechanics. The inspection may include an extensive examination and road test, as determined by us in our sole discretion.

- 6) **Warranties.** You represent and warrant that you have complied with clause (1) of these Terms and that all the information you have disclosed to us, verbally or otherwise, is accurate, correct and complete.
- 7) **Indemnity.** You will indemnify us and our third-party contractors and suppliers against all losses, damages, claims, actions, penalties and demands (including all legal fees associated therein) which arise out of or are in connection with:
  - a) a breach of clause (6) (Warranties);
  - b) a material breach of these Terms and/or the General Terms;
  - c) any wilful, unlawful or negligent act or omission by you; and
  - d) the sale or offering of any sale of a vehicle by you.
- 8) **Limitation of Liability.** To the maximum extent permitted by law, all guarantees, warranties (express or implied) and other liability are excluded. To the extent any liability cannot be excluded by law, we will only be liable to you to: (a) replace or repair the relevant goods; (b) resupply goods equivalent to the relevant goods; (c) resupply relevant services again; or (d) pay for the replacement, repair or resupply of the goods or services.
- 9) **Intellectual Property.** You grant us a perpetual, royalty free and irrevocable licence to use, adapt, commercialise and otherwise utilise the information and materials you provide to us.
- 10) **Privacy.** Please refer to our privacy policy.
- 11) **Governing Law.** These Terms are governed by and interpreted in accordance with the laws of Victoria Australia, and the parties irrevocably submit to the exclusive jurisdiction of the courts in that state.