

General Terms and Conditions – Conditions of Services for Vehicle Buyers Agent

Hallt Industries Pty Ltd Trading as 'Heritage & Horsepower Motors'

Client Agreement & Contact Details

Client Details

Full Name

Phone Number

Email Address

Residential Address

Agreement to Terms and Conditions

By signing below, I confirm that:

I have read, understood, and agree to be bound by the attached Terms and Conditions provided by Hallt Industries Pty Ltd Trading as 'Heritage & Horsepower Motors'.

I acknowledge that Hallt Industries Pty Ltd Trading as 'Heritage & Horsepower Motors' is engaged to act as a vehicle sourcing agent, not a direct seller of vehicles.

I consent to the collection and use of my personal information in accordance with the Privacy Policy set out in the Terms and Conditions provided by Hallt Industries Pty Ltd Trading as 'Heritage & Horsepower Motors'.

I agree to pay the applicable fees as outlined in the agreement.

I provide Hallt Industries Pty Ltd Trading as 'Heritage & Horsepower Motors' with the authority to represent me as my agent and on my behalf, in relation to any aspect of my purchase of a vehicle.

Signature: _____

Date: ____ / ____ / ____

Terms and Conditions - Hallt Industries Pty Ltd Trading as 'Heritage & Horsepower Motors'

1. Definitions and Scope of Services

- 1.1. "Services" may include, but are not limited to:
 - a. vehicle research;
 - b. contacting sellers;
 - c. facilitating inspections;
 - d. price negotiations;
 - e. arranging documentation;
 - f. arranging compliance to Australia's current road requirements;
 - g. arranging insurance;
 - h. facilitating asbestos, biosecurity and all ABF requirements for import and;
 - i. delivery logistics.
- 1.2. "Report" refers to the document provided to you that outlines the condition of the car options and outline of estimated costs for purchase, import costs and government fees.
- 1.3. The Company does not act as a direct seller or direct buyer.
- 1.4. The company does not cover the costs and fees associated with delivery or import or purchase of the vehicle from a third party. The costs of the vehicle and fees are borne by the client.
- 1.5. Payment terms: a sourcing fee is payable by the client and a deposit of 45% of the sourcing fee is due prior to the company commencing its services. Additional fees may apply for custom services and must be agreed upon in writing for example if you require ESCROW.
- 1.6. Our service fee is \$3300 including GST.
- 1.7. Our services do not include any assistance with legal applications or registration forms. If you require

these services, the Company can provide you with a fee estimate or referral to other services if appropriate.

2. Warranties and Guarantees

- 2.1. The Company does not provide warranties for vehicles. Vehicles are sourced through third party sellers or dealers, as such warranties if applicable lay with the third parties.
- 2.2. Clients must rely on any manufacturer or dealer warranties provided at the point of sale.
- 2.3. The company provides a search and imports facilitation service and does not guarantee quality, liability or warranty of any products obtained by the client through the service process.
- 2.4. The Company does not warrant the condition of any vehicle on arrival or guarantee any losses for a third party's negligence or unconscionability.
- 2.5. The Company's descriptions of the condition of any vehicle are as provided by reports and checks done by the third party at the date of third parties' report.
- 2.6. The client accepts that any negligence or unconscionability as to the condition of the vehicle is the responsibility of the third party who has possession and power of the vehicle. Any undisclosed conditions of the vehicle by the Third party are the responsibility of the third party.
- 2.7. The client accepts the risk involved in imports and the company does not guarantee that vehicles will be cleared of biosecurity or by a third party on time.

- 2.8. The client accepts that Australian legislation is applicable at all times and if a third party breaches its duties or obligations the client accepts the risk and must follow up with the third party.
- 2.9. The Company warrants that it will act with due care, diligence, and in the best interest of the Client, but makes no guarantees regarding vehicle availability, pricing, or quality as we search auctions, impound lots, marketplaces, dealers and private owners. Availability of vehicles varies due to supply and demand, and market economics.

3. Delivery and Fulfilment

- 3.1. Delivery timelines are indicative only and are subject to the availability and location of the sourced vehicle, including government and commercial entity business operational delays.
- 3.2. The Company is not liable for third-party delays.
- 3.3. customers must notify the Company in writing of any concerns about delivery within 7 days of the expected date, so that the Company may investigate and facilitate with third parties to arrange delivery.
- 3.4. The client is responsible for obtaining their own professional advice from a lawyer, accountant or financial expert regarding the purchase of the vehicle, estate questions or loans related to their purchase. The Company is not responsible for providing legal or financial advice.
- 3.5. our delivery process includes;

Stage	Description
1. Initial Consultation	One-on-one discussion to understand the client's dream vehicle, budget, and goals

2. Global Sourcing	Search international markets (e.g., US, Japan, UK) for target vehicle through trusted sources
3. Inspection & Verification	Arrange third-party condition reports, VIN checks, and documentation validation
4. Negotiation & Purchase	Act on client's behalf to negotiate price, terms, and seller requirements
5. Escrow & Secure Payment	Manage safe payment processes via escrow or other verified channels
6. Shipping & Logistics	Coordinate sea freight, insurance, and biosecurity preparation
7. Customs & Compliance	Handle import permits, ABF clearance, asbestos declaration, and ADR exemptions
8. Delivery & Support	Vehicle delivery and assistance with registration, valuation, and aftercare

4. Disputes

- 4.1. In the event of a dispute, both parties agree to attempt good faith negotiation.
- 4.2. If unresolved, the Company may refer the matter to mediation through the ACT Civil and Administrative Tribunal according to the *ACT Civil and Administrative Tribunal Procedures Rules 2024*.

- 4.3. The Company will cover the cost of the application and the Hearing fee as the Applicant to the ACT Civil and Administrative Tribunal, but will not cover the costs for your appearance, legal counsel or solicitors appearances; or any other fees or expenses that are not the responsibility of the Applicant according to the *Court Procedures (fees) Determination 2024*, The *Civil and Administrative Tribunal Act 2008*, The *Civil and Administrative Tribunal Regulation 2009* and the *ACT Civil and Administrative Tribunal Procedures Rules 2024*.
- 4.4. The client must obtain their own legal advice and no legal advice is provided by the Company to the client.

5. Refunds and Returns

- 5.1. Sourcing fees are non-refundable once the service has commenced, unless the Company fails to deliver services as described.
- 5.2. Refunds for sourced vehicles are subject to the return policies of the third-party seller or dealer.
- 5.3. Any requests for a refund must be made in writing and will be assessed on a case-by-case basis.

6. Termination of Services

- 6.1. Either party may terminate the agreement with 14 days' written notice.
- 6.2. If the Client terminates after services have commenced, the Company is entitled to retain any fees paid and invoice for work done to date.
- 6.3. Upon termination, the Company will return any client documents or information, subject to outstanding payments being cleared.
- 6.4. If the Vehicle has already been purchased on the client's instructions and imported to Australia, the client can elect to allow the Company to sell the vehicle and reimburse the clients and the Company's losses from the Sale.

7. Privacy and Data Use

- 7.1. Our privacy policy is contained within the "Privacy Policy" document.

8. General Terms

- 8.1. These Terms are governed by the laws of the Australian Capital Territory, Australia.
- 8.2. This agreement represents the entire understanding between the parties and supersedes all prior communications.
- 8.3. Amendments must be made in writing and agreed by both parties.
- 8.4. If any provision is found to be invalid, the remainder will remain in effect